

CITY COUNCIL

- Kevin Johnson, Mayor
- Angelique Ashby, Mayor Pro Tem, District 1
- Allen Warren, Vice Mayor, District 2
- Jeff Harris, District 3
- Steve Hansen, District 4
- Jay Schenirer, District 5
- Eric Guerra, District 6
- Rick Jennings, II, District 7
- Larry Carr, District 8

CHARTER OFFICERS

- James Sanchez, City Attorney
- Shirley Concolino, City Clerk
- John F. Shirey, City Manager
- Russ Fehr, City Treasurer



Agenda
City Council
Financing Authority
Housing Authority
Public Financing Authority
Redevelopment Agency
Successor Agency
 City Hall-Council Chamber
 915 I Street, 1st Floor
 Published by the Office of the City Clerk
 (916) 808-5163

Tuesday, November 3, 2015
6:00 p.m.

NOTICE TO THE PUBLIC

You are welcomed and encouraged to participate in this meeting. Public comment is taken on items listed on the agenda when they are called. Public Comment on items not listed on the agenda will be heard as noted on the agenda. Comments on controversial items may be limited and large groups are encouraged to select 3-5 speakers to represent the opinion of the group. **Speaker slips are available on the City’s Website and located in racks inside the chamber and should be completed and submitted to the Assistant City Clerk.**

Government Code 54950 (The Brown Act) requires that a brief description of each item to be transacted or discussed be posted at least 72 hours prior to a regular meeting. The City posts meeting agendas on the City website, at City Hall as well as offsite meeting locations. The order and estimated time for agenda items are listed for reference and may be taken in any order deemed appropriate by the legislative body.

The agenda provides a general description and staff recommendation; however, the legislative bodies may take action other than what is recommended. Full staff reports are available for public review on the City’s website and include all attachments and exhibits. “To Be Delivered” and “Supplemental” reports will be published as they are received. All meeting materials are also available at the meeting for public review. Contracts subject to the 10-day review period, as required by the Council Rules of Procedure, can be found on the City’s website at: <http://portal.cityofsacramento.org/Clerk/Contract-Posting>

City Council meetings are broadcast live on Metrocable, Channel 14, AT&T Broadband Cable System and rebroadcast on the Saturday following the date of the meeting. Live video streams and indexed archives of meetings are available via the internet. Visit the City’s official website at http://sacramento.granicus.com/ViewPublisher.php?view_id=21.

Meeting facilities are accessible to persons with disabilities. If you require special assistance to participate in the meeting, notify the Office of the City Clerk at (916) 808-7200 at least 48 hours prior to the meeting.

Notice to Lobbyists: When addressing the legislative bodies you must identify yourself as a lobbyist and announce the client/business/organization you are representing (*City Code 2.15.160*).

General Conduct for the Public Attending Council Meetings

- Members of the public attending City Council meetings shall observe the same rules and decorum applicable to the Members and staff as noted in Chapters 3 and 4 of Council Rules of Procedure.
- Stamping of feet, whistles, yells or shouting, physically threatening conduct, and/or similar demonstrations are unacceptable public behavior and will be prohibited by the Sergeant-at-Arms.
- Lobbyists must identify themselves and the client(s), business or organization they represent before speaking to the Council
- Members of the public wishing to provide documents to the Council shall comply with Rule 7 D of the Council Rules of Procedure.

Members of the Public Addressing the City Council

Purpose of Public Comment. The City provides opportunities for the public to address the Council as a whole in order to listen to the public's opinions regarding non-agendized matters within the subject matter jurisdiction of the City during Regular meetings and regarding items on the Agenda at all other meetings.

- Public comments should not be addressed to individual Members nor to City officials, but rather to the City Council as a whole regarding City business.
- While the public may speak their opinions on City business, personal attacks on Members and City officials, use of swear words, and signs or displays of disrespect for individuals are discouraged as they impede good communication with the Council.
- Consistent with the Brown Act, the public comment periods on the Agenda are not intended to be "Question and Answer" periods or conversations with the Council and City officials. The limited circumstances under which Members may respond to public comments are set out in Rule 8 D 2 of the Council Rules of Procedure.
- Members of the public with questions concerning Consent Calendar items may contact the staff person or the Council Member whose district is identified on the report prior to the meeting to reduce the need for discussion of Consent Calendar items and to better respond to the public's questions.

Speaker Time Limits. In the interest of facilitating the Council's conduct of the business of the City, the following time limits apply to members of the public (speakers) who wish to address the Council during the meeting.

- **Matters not on the Agenda.** Two (2) minutes per speaker.
- **Consent Calendar Items.** The Consent Calendar is considered a single item, and speakers are therefore subject to the two (2) minute time limit for the entire Consent Calendar. Consent Calendar items can be pulled at a Council member's request. Such pulled Consent Calendar items will be considered individually and up to two (2) minutes of public comment per speaker on those items will be permitted.
- **Discussion Calendar Items.** Two (2) minutes per speaker.

Time Limits per Meeting In addition to the above time limits per item, the total amount of time any one individual may address the Council at any meeting is eight (8) minutes.

- Each speaker shall limit his/her remarks to the specified time allotment.
- The Presiding Officer shall consistently utilize the timing system which provides speakers with notice of their remaining time to complete their comments. A countdown display of the allotted time will appear and will flash red at the end of the allotted time.
- In the further interest of time, speakers may be asked to limit their comments to new materials and not repeat what a prior speaker said. Organized groups may choose a single spokesperson who may speak for the group but with no increase in time.
- Speakers shall not concede any part of their allotted time to another speaker.
- The Presiding Officer may further limit the time allotted for public comments per speaker or in total for the orderly conduct of the meeting and such limits shall be fairly applied.

AGENDA

Tuesday, November 3, 2015

6:00 p.m.

City Hall – 915 I Street- First Floor Council Chamber

All items listed are heard and acted upon by the Sacramento City Council unless otherwise noted.

Open Session - 6:00 p.m.

Roll Call

Pledge of Allegiance

Closed Session Report

Special Presentations/General Communications

In addition to those items listed on the agenda, the Mayor may add additional ceremonial matters.

A. Presenting the Compassion Award Recipients

Consent Calendar Estimated Time: 5 minutes

All items listed under the Consent Calendar are considered and acted upon by one Motion. Anyone may request an item be removed for separate consideration.

1. Confirmation of Board and Commission Appointments

Report # 2015-00971

Location: Citywide

Recommendation: Pass a Motion confirming board/commission appointment(s): Sacramento Youth Commission for District 3 – Mahnoor Chaudhary (Seat F).

Contact: Wendy Klock-Johnson, Assistant City Clerk, (916) 808-7509; Phoebe Schueler, Senior Deputy City Clerk, (916) 808-7605, Office of the City Clerk

2. September 2015 Monthly Investment Transactions Report

Report # 2015-00915

Location: Citywide

Recommendation: Receive and file.

Contact: John Colville, Chief Investment Officer, (916) 808-8297, Office of the City Treasurer

3. (Pass for Publication) Calistoga Residential Subdivision on Bruceville Road

Report # 2015-00936

Location: District 8

Recommendation: 1) Review a) a Resolution determining the Calistoga Subdivision project exempt from review under the California Environmental Quality Act; b) an Ordinance rezoning approximately 5.0 acres from Single-Unit Residential (R-1) Zone to the Single-Unit or Duplex Residential (R-1A) Zone; and c) a Resolution adopting findings of fact and approving the Calistoga Subdivision including a Tentative Map to subdivide 5.0 acres into 35 residential lots and nine common area lots and Site Plan and Design Review with deviations for three new single-unit residential plans and the tentative map; and 2) pass for publication the Ordinance title as required by Sacramento City Charter 32c to be considered on November 10, 2015.

Contact: Antonio Ablog, Senior Planner, (916) 808-7702; Joy Patterson, Principal Planner, (916) 808-5607, Community Development Department

4. (Pass for Publication) Aspen 1-New Brighton Planned Unit Development

Report # 2015-00946

Location: District 6

Recommendation: 1) Review a) a Resolution certifying the Environmental Impact Report and adopting the Mitigation Monitoring Program; b) an Ordinance approving the Aspen 1 Development Agreement; c) a Resolution initiating the Aspen 1 Annexation; d) a Resolution approving the Aspen 1 Water Supply Assessment; e) a Resolution amending the General Plan Land Use Map to redesignate approximately 232.3 acres from ±195.3 acres of Traditional Neighborhood Medium Density, ±7.5 acres of Suburban Center, and ±29.5 acres of Special Study Area (to be annexed) to ±219.9 acres of Traditional Neighborhood Medium Density, and ±12.4 acres of Suburban Center; f) an Ordinance establishing the Aspen1-New Brighton Special Planning District; g) an Ordinance to rezone/prezone approximately 232.3 acres from ±189.1 acres of Heavy Industrial Solid Waste Restricted (M-2S-SWR), ±13.9 acres of Heavy Industrial Solid Waste Restricted Review (M-2S-R-SWR), ±22.3 acres of Heavy Industrial (M-2 (County)), and ±7.0 acres of Industrial Reserve (IR (County)) to ±133.5 acres of Single Unit/Duplex (R-1A- SPD-PUD), ±43.1 acres of Residential Mixed-Use (RMX-SPD-PUD), ±13.1 acres of Shopping Center (SC-SPD-PUD), ±14.4 acres of Agriculture-Open Space (A-OS-SPD-PUD), and ±28.2 acres of Agriculture (A-SPD-PUD); h) a Resolution approving the Aspen 1 Planned Unit Development (PUD) Guidelines and Schematic Plan; i) a Resolution amending the Bikeway Master Plan; j) a Resolution approving the Aspen 1 project entitlements including a Master Parcel Map, Tentative Subdivision map, and Site Plan and Design Review; and 2) pass for publication the Ordinance titles as required by Sacramento City Charter 32c to be considered on November 10, 2015.

Contact: Antonio Ablog, Senior Planner, (916) 808-7702; Joy Patterson, Principal Planner, (916) 808-5607, Community Development

5. **Voting Authority for the Sacramento Regional Fire/EMS Communications Center CAD Project**
 Report # 2015-00962
Location: Citywide
Recommendation: Pass a Motion authorizing the City Manager or City Manager's designee, to vote, as a member of the Board of the Sacramento Regional Fire/EMS Communication Center (SRFECC) to execute the contract for purchase of a Computer Aided Dispatch System (CAD) and associated hardware, which will require a one-time payment of \$271,656 from the City.
Contact: Christopher Costamagna, Deputy Chief, (916) 808-1604, Fire Department

6. **Awarding On-Call Park Construction Contracts** (Published for Review 10/22/2015)
 Report # 2015-00919
Location: Citywide
Recommendation: Pass a Motion authorizing the City Manager or the City Manager's designee to execute two On-Call Park Construction contracts with Parker Landscape Development Inc. and Saenz Landscape Construction Co. each for a five year term for a maximum amount of \$300,000 per fiscal year and not to exceed \$1,500,000.
Contact: Gary Hyden, Park Planning and Development Manager, (916) 808-1949, Department of Parks and Recreation

7. **Transfer Funds to the R Street from 16th Street to 18th Street Improvements Project**
 Report # 2015-00920
Location: R Street from 16th Street to 18th Street, District 4
Recommendation: Pass a **Resolution** transferring \$250,000 (Fund 2007) from the Major Streets Improvement Project (T15148000) to the R Street from 16th Street to 18th Street Improvements Project.
Contact: Zuhair Amawi, Associate Civil Engineer (916) 808-7620; Nicholas Theocharides, Engineering Services Manager (916) 808-5065, Department of Public Works

Public Hearings

Public hearings may be reordered by the Mayor at the discretion of the legislative bodies.

8. **Unpaid Community Development Department Administrative Penalties and Neighborhood Code Compliance Fees** (Noticed 07/27/2015, 08/28/2015 and 09/24/2015)
 Report # 2015-00921 **Estimated Time: 10 minutes**
Location: Citywide
Recommendation: Conduct a public hearing and upon conclusion pass a **Resolution** making the unpaid expenses incurred by the City in abating nuisances, in the amounts listed in Exhibit A, personal obligations of the respective property owners and special assessments against the properties.
Contact: Carl Simpson, Code and Housing Enforcement Chief (916) 808-8183, Community Development Department

9. **Housing and Dangerous Buildings Case Fees - Findings of Fact for Special Assessment**
 (Noticed 07/22/2015, 08/14/2015, and 09/14/2015)
 Report # 2015-00922 **Estimated Time: 10 minutes**
Location: Citywide
Recommendation: Conduct a public hearing and upon conclusion pass a **Resolution** making the unpaid expenses incurred by the City in abating nuisances, in the amounts listed on Exhibit A, personal obligations of the respective property owners and special assessments against the properties.
Contact: Carl Simpson, Code and Housing Enforcement Chief, (916) 808-8183, Community Development Department

Discussion Calendar

Discussion calendar items include an oral presentation including those recommending “receive and file”.

10. **Entertainment and Sports Center Special Sign District Overview and Update (Oral Report)**
 Report # 2015-00981 **Estimated Time: 25 minutes**
Location: Downtown Plaza, District 4
Recommendation: Review and comment on a staff presentation on the issues, challenges and opportunities, including next steps, associated with the Entertainment and Sports Center Special Sign District.
Contact: Desmond Parrington, AICP, ESC Project Manager, (916) 808-5044, Office of the City Manager
11. **City Auditor's Audit of the Sacramento Housing and Redevelopment Agency**
 Report # 2015-00938 **Estimated Time: 15 minutes**
Location: Citywide
Recommendation: Pass a Motion accepting the City Auditor's Audit of the Sacramento Housing and Redevelopment Agency.
Contact: Jorge Oseguera, City Auditor, (916) 808-7270, Office of the City Auditor
12. **Workshop: Department of Utilities Water, Wastewater, and Storm Drainage**
 Report # 2015-00898 **Estimated Time: 45 minutes**
Location: Citywide
Recommendation: Receive and file.
Contact: Bill Busath, Director of Utilities, (916) 808-1434; Susan Goodison, Business Services Manager, (916) 808-8995, Department of Utilities

Information Report

This item is for information only and is not eligible for action at this time.

13. Notification of Final Map Approval for Natomas Park Subdivision

Report # 2015-01004

Location: District 1

Recommendation: Receive and file.

Contact: Jerry Lovato, Senior Engineering Technician, (916) 808-7918, Department of Public Works

Public Comments-Matters Not on the Agenda (2 minutes per speaker)

Council Comments-Ideas, Questions and Meeting/Conference Reports

Adjournment

Meeting Date: 11/3/2015

Report Type: Consent

Report ID: 2015-00971

Title: Confirmation of Board and Commission Appointments

Location: Citywide

Recommendation: Pass a Motion confirming board/commission appointment(s): Sacramento Youth Commission for District 3 – Mahnoor Chaudhary (Seat F).

Contact: Wendy Klock-Johnson, Assistant City Clerk, (916) 808-7509; Phoebe Schueler, Senior Deputy City Clerk, (916) 808-7605, Office of the City Clerk

Presenter: None

Department: City Clerk

Division: City Clerk

Dept ID: 04001011

Attachments:

1-Description/Analysis

2-Background

City Attorney Review

Approved as to Form
Matthew Ruyak
10/27/2015 2:18:20 PM

Approvals/Acknowledgements

Department Director or Designee: Wendy Klock-Johnson - 10/27/2015 11:01:30 AM

Description/Analysis

Issue Detail: As required by City Charter section 230, board and commission appointments made by the Mayor must be confirmed by the City Council.

Policy Considerations: None.

Economic Impacts: None.

Environmental Considerations: None.

Sustainability: None.

Commission/Committee Action: After review and consideration by the District Councilmember, candidates were nominated and forwarded to the Mayor for Appointment, which now requires council confirmation. A full list of candidates are outlined in the background section of this report.

Rationale for Recommendation: Confirmation of appointment(s) by the City Council finalizes the process.

Financial Considerations: None.

Local Business Enterprise (LBE): None.

Background:

On October 20, 2015, the Mayor made the following appointments, which require confirmation by the City Council:

Board/Commission	Appointee Name	Seat Number	Seat Description	Nominated By:
Sacramento Youth Commission	Mahnoor Chadhary	F	A member between 14 and 19 years of age recommended for appointment by the District 3 Councilmember.	District

The following is the status of all individuals who applied but were not selected in the application review and/or interview process:

Board/Commission	Applicant Name	Seat Number	Seat Description
Sacramento Youth Commission	Ontonio Anderson	F	A member between 14 and 19 years of age recommended for appointment by the District 3 Councilmember.

Meeting Date: 11/3/2015

Report Type: Consent

Report ID: 2015-00915

Title: September 2015 Monthly Investment Transactions Report

Location: Citywide

Recommendation: Receive and file.

Contact: John Colville, Chief Investment Officer, (916) 808-8297, Office of the City Treasurer

Presenter: None

Department: City Treasurer

Division: City Treasurer

Dept ID: 05001011

Attachments:

1-Description/Analysis

2-Background

3-Exhibits A to F

City Attorney Review

Approved as to Form

Steve Itagaki

10/20/2015 3:50:32 PM

Approvals/Acknowledgements

Department Director or Designee: Russell Fehr - 10/16/2015 11:44:17 AM

Description/Analysis

Issue Detail: The City Treasurer provides monthly reports to the City Council on current investment activity.

Policy Considerations: The City Treasurer routinely reports on monthly investment transactions to keep the City Council advised of current investment activity.

Economic Impacts: None

Environmental Considerations: None

Sustainability: None

Commission/Committee Action: None

Rationale for Recommendation: The City Treasurer is responsible for investing and reporting in accordance with the authority granted by City Charter Section 73, City Council ordinances and resolutions, and applicable state law.

Financial Considerations: The monthly investment report sets forth the monthly transactions of the City Treasurer's Office Investment Pool A funds. Portfolio value on August 31, 2015 was \$908,207,660 and on September 30, 2015 the value was \$904,268,395. The interest yield for the month was 1.14%. There were 24 total transactions for the period (11 purchases, 7 calls and 6 maturities). The estimated duration of the portfolio is 2.05 years.

Consistent with the Investment Policy adopted by City Council on August 25, 2015, the monthly report herein includes the content described in Government Code sections 53607 and 53646 (b).

Local Business Enterprise (LBE): This report does not involve the purchase of goods or services for the City, therefore LBE efforts are not applicable.

Background Information:

California Statutes Chapter 783, Statutes of 1995 and Chapter 749, Statutes of 1996 were enacted to help avoid a repeat of the December 1994 Orange County investment fiasco which resulted in investment losses exceeding \$1.7 billion for Orange County and other local government entities. These statutes made revisions to certain State laws that addressed the investing of public funds, including, among other things, the requirement of reporting investment activity on a periodic basis. Specifically, Government Code section 53607 requires monthly reports to the City Council.

Commencing March, 1997, the City Treasurer, as the person vested with authority to invest City funds, has rendered monthly transaction reports to the City Council and this staff report accompanies the latest of such reports. This practice is consistent with prior City Council principles regarding investment authority, which emphasize full disclosure and prompt reporting of investment policy, strategies, programs and actual investments as reflected in Resolution 95-108.

For informational purposes, the City Treasurer also reports on transactions of other funds invested by the Treasurer's Office in addition to the City's funds. The summary and transactions detail for the month ended September 30, 2015 are listed in Exhibits A, B, C, D, E and F.

**City of Sacramento
Summary of Transactions
September-15**

Local Agency Funds:

	<u>Pool A</u>	<u>Ethel Hart Trust</u>	<u>Public Trust</u>	<u>George Clark</u>	<u>Total</u>
Purchases	\$ 43,217,805	\$ -	\$ -	\$ -	\$ 43,217,805
Sales	-	-	-	-	-
Calls	30,985,000	-	-	-	30,985,000
Maturities	38,789,796	-	-	-	38,789,796
Contributions	66,867,071	-	-	-	66,867,071
Withdrawals	72,670,419	-	11,200	2,305	72,683,924
Total	\$ 252,530,091	\$ -	\$ 11,200	\$ 2,305	\$ 252,543,596

Outside Agency Funds:

Sacramento City Employees' Retirement System (SCERS) Funds:

	<u>Fixed Bonds</u>	<u>Equity Income</u>	<u>Large Cap</u>	<u>International</u>	<u>Total</u>
Purchases	\$ -	\$ 2,968,744	\$ 3,934,466	\$ -	\$ 6,903,210
Sales	-	2,553,403	7,942,205	573,602	11,069,210
Calls	-	-	-	-	-
Maturities	5,021,531	-	-	-	5,021,531
Expenses	373	-	-	-	373
Contributions	-	-	-	-	-
Withdrawals	650,722	158,575	692,324	8,206	1,509,827
Total	\$ 5,672,626	\$ 5,680,722	\$ 12,568,995	\$ 581,808	\$ 24,504,151

**City of Sacramento
Summary of Transactions
September-15**

SHRA Investment Pool Fund:

	<u>Pool D</u>		<u>Total</u>
Purchases	\$ -		\$ -
Sales	-		-
Calls	-		-
Maturities	-		-
Contributions	163,304		163,304
Withdrawals	-		-
Total	<u>\$ 163,304</u>		<u>\$ 163,304</u>

Capitol Area Development Authority (CADA) Funds:

	<u>CADA</u>	<u>CADA-A</u>	<u>CADA-B</u>	<u>Total</u>
Contributions	\$ -	\$ -	\$ -	\$ -
Withdrawals	-	-	-	-
Total	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

All Other Funds:

	<u>ARFCD</u>	<u>RD</u>	<u>SPLA</u>	<u>TNBC</u>	<u>Total</u>
Contributions	\$ -	\$ -	\$ -	\$ -	\$ -
Withdrawals	-	-	1,400,000	-	1,400,000
Total	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,400,000</u>	<u>\$ -</u>	<u>\$ 1,400,000</u>

GRAND TOTAL **\$ 278,611,051**

City of Sacramento
TRANSACTION SUMMARY
City Investment Pool A
 From 09-01-15 To 09-30-15

Trade Date	Quantity	Security	Unit Cost	Total Cost	Unit Price	Total Proceeds	Gain/Loss
PURCHASES							
09-04-15	900,000	California Earthquake Auth Rev 2.805% Due 07-01-19	101.83	916,452			
09-04-15	1,475,000	Florida Hurricane Catastrophe 2.995% Due 07-01-20	102.00	1,504,500			
09-09-15	2,325,000	Orange Cnty Calif Pension Obli 0.800% Due 06-30-16	100.28	2,331,440			
09-10-15	4,000,000	Toyota Motor Credit Corp 0.460% Due 03-28-16	99.75	3,989,829			
09-16-15	9,000,000	Toyota Motor Credit Corp 0.460% Due 04-12-16	99.73	8,975,965			
09-16-15	3,000,000	Federal Farm Credit Bank 1.370% Due 03-21-19	99.85	2,995,500			
09-24-15	6,000,000	Federal Home Loan Bank 0.375% Due 08-01-16	99.68	5,980,562			
09-24-15	3,000,000	Federal Farm Credit Bank 1.090% Due 09-28-18	100.00	3,000,000			
09-24-15	5,000,000	Royal Bank of Canada 2.000% Due 09-30-20	99.75	4,987,500			
09-25-15	5,000,000	Freddie Mac 0.195% Due 04-13-16	99.89	4,994,556			
09-30-15	3,000,000	Bank Amer Corp 7.625% Due 06-01-19	118.05	3,541,500			
TOTAL				43,217,805			

City of Sacramento
TRANSACTION SUMMARY
City Investment Pool A
 From 09-01-15 To 09-30-15

Trade Date	Quantity	Security	Unit Cost	Total Cost	Unit Price	Total Proceeds	Gain/Loss
CALLS							
09-17-15	6,000,000	Freddie Mac 0.850% Due 03-17-17	99.90	5,994,000	100.00	6,000,000	6,000
09-19-15	3,000,000	Federal Home Loan Bank 1.100% Due 09-19-17	100.00	3,000,000	100.00	3,000,000	0
09-24-15	6,000,000	Fannie Mae 1.650% Due 09-24-18	99.97	5,998,500	100.00	6,000,000	1,500
09-26-15	3,000,000	Federal Home Loan Bank 1.250% Due 06-26-19	99.75	2,992,500	100.00	3,000,000	7,500
09-28-15	3,000,000	Freddie Mac 1.020% Due 09-28-17	100.00	3,000,000	100.00	3,000,000	0
09-30-15	5,000,000	Federal Home Loan Bank 2.050% Due 03-30-20	100.00	5,000,000	100.00	5,000,000	0
09-30-15	5,000,000	Federal Home Loan Bank 2.100% Due 06-30-20	100.00	5,000,000	100.00	5,000,000	0
TOTAL				30,985,000		31,000,000	15,000

City of Sacramento
TRANSACTION SUMMARY
City Investment Pool A
 From 09-01-15 To 09-30-15

Trade Date	Quantity	Security	Unit Cost	Total Cost	Unit Price	Total Proceeds	Gain/Loss
MATURITIES							
09-01-15	14,000,000	Toyota Motor Credit Corp 0.270% Due 09-01-15	99.84	13,977,530	99.84	13,977,530	0
09-01-15	770,000	Manhattan Beach Calif Uni Sch 0.542% Due 09-01-15	100.00	770,000	100.00	770,000	0
09-08-15	5,000,000	Bank of America Corp 1.529% Due 09-08-15	100.51	5,025,650	100.00	5,000,000	-25,650
09-15-15	10,000,000	General Electric Capital Corp 0.270% Due 09-15-15	99.83	9,982,791	99.83	9,982,791	0
09-21-15	6,000,000	Royal Bk Scotland Plc 3.950% Due 09-21-15	100.65	6,039,180	100.00	6,000,000	-39,180
09-29-15	3,000,000	General Electric Capital Corp 0.270% Due 09-29-15	99.82	2,994,645	99.82	2,994,645	0
TOTAL				38,789,796		38,724,966	-64,830

City of Sacramento
TRANSACTION SUMMARY
City Investment Pool A
 From 09-01-15 To 09-30-15

Trade Date	Quantity	Security	Unit Cost	Total Cost	Unit Price	Total Proceeds	Gain/Loss
CONTRIBUTIONS							
09-01-15		B Of A Cash		25,810			
09-01-15		B Of A Cash		2,888,826			
09-01-15		Fidelity Fund		2,122			
09-01-15		Fidelity Fund		782			
09-01-15		Fidelity Fund		198,750			
09-01-15		Fidelity Fund		537,178			
09-01-15		Fidelity Fund		44,475			
09-02-15		B Of A Cash		1,721			
09-02-15		Fidelity Fund		840			
09-02-15		Fidelity Fund		336			
09-02-15		Fidelity Fund		6,170			
09-02-15		Fidelity Fund		18,200			
09-03-15		B Of A Cash		1,963,441			
09-04-15		B Of A Cash		2,703,091			
09-08-15		B Of A Cash		2,655,639			
09-08-15		Fidelity Fund		1,093			
09-08-15		Fidelity Fund		375			
09-08-15		Fidelity Fund		375			
09-09-15		B Of A Cash		4,049,731			
09-09-15		Fidelity Fund		370			
09-10-15		B Of A Cash		6,341,046			
09-10-15		Fidelity Fund		1,352			
09-10-15		Fidelity Fund		1,021			
09-10-15		Fidelity Fund		267			
09-10-15		Fidelity Fund		33,200			
09-11-15		B Of A Cash		2,597,715			
09-11-15		Fidelity Fund		12,555			
09-11-15		Fidelity Fund		7			
09-11-15		Fidelity Fund		5			
09-11-15		Fidelity Fund		4			
09-14-15		B Of A Cash		2,881,963			
09-15-15		B Of A Cash		7,793			
09-15-15		B Of A Cash		8,089			
09-15-15		Fidelity Fund		5,444,219			
09-15-15		Fidelity Fund		529,480			
09-16-15		B Of A Cash		1,839			
09-16-15		Fidelity Fund		1,335			
09-16-15		Fidelity Fund		425			
09-16-15		Fidelity Fund		925,611			
09-16-15		Fidelity Fund		1,193,084			
09-17-15		B Of A Cash		247,454			
09-17-15		Fidelity Fund		236			
09-18-15		B Of A Cash		995,108			
09-18-15		Fidelity Fund		15,505			
09-18-15		Fidelity Fund		892			
09-18-15		Fidelity Fund		595			
09-18-15		Fidelity Fund		446			
09-18-15		Fidelity Fund		21,420			
09-21-15		B Of A Cash		1,953,983			
09-21-15		Fidelity Fund		259			
09-21-15		Fidelity Fund		19,425			

City of Sacramento
TRANSACTION SUMMARY
City Investment Pool A
 From 09-01-15 To 09-30-15

<u>Trade Date</u>	<u>Quantity</u>	<u>Security</u>	<u>Unit Cost</u>	<u>Total Cost</u>	<u>Unit Price</u>	<u>Total Proceeds</u>	<u>Gain/Loss</u>
09-22-15		B Of A Cash		2,056,329			
09-22-15		Fidelity Fund		364,957			
09-22-15		Fidelity Fund		15,380			
09-23-15		B Of A Cash		1,986,845			
09-23-15		Fidelity Fund		485,743			
09-23-15		Fidelity Fund		4,072			
09-24-15		B Of A Cash		11,197,152			
09-24-15		Fidelity Fund		11,437			
09-24-15		Fidelity Fund		41,947			
09-25-15		B Of A Cash		4,034,101			
09-25-15		Fidelity Fund		450			
09-25-15		Fidelity Fund		4,884			
09-25-15		Fidelity Fund		11,250			
09-25-15		Fidelity Fund		8,206			
09-28-15		B Of A Cash		4,393,335			
09-28-15		Fidelity Fund		352			
09-28-15		Fidelity Fund		1,724			
09-28-15		Fidelity Fund		1,216			
09-28-15		Fidelity Fund		480,669			
09-28-15		Fidelity Fund		1,194,787			
09-29-15		B Of A Cash		2,217,113			
09-30-15		B Of A Cash		1,631			
09-30-15		Fidelity Fund		2,393			
09-30-15		Fidelity Fund		15,436			
TOTAL				66,867,071			

City of Sacramento
TRANSACTION SUMMARY
City Investment Pool A
 From 09-01-15 To 09-30-15

<u>Trade Date</u>	<u>Quantity</u>	<u>Security</u>	<u>Unit Cost</u>	<u>Total Cost</u>	<u>Unit Price</u>	<u>Total Proceeds</u>	<u>Gain/Loss</u>
WITHDRAWALS							
09-01-15		B Of A Cash		10,523,540			
09-02-15		B Of A Cash		3,031,189			
09-03-15		B Of A Cash		708,692			
09-03-15		Fidelity Fund		245,868			
09-04-15		B Of A Cash		400,000			
09-04-15		B Of A Cash		1,919,544			
09-04-15		Fidelity Fund		299,662			
09-08-15		B Of A Cash		1,625,156			
09-08-15		Fidelity Fund		162,691			
09-09-15		B Of A Cash		1,578,663			
09-09-15		Fidelity Fund		299,780			
09-09-15		Fidelity Fund		450			
09-10-15		B Of A Cash		623,541			
09-10-15		Fidelity Fund		228,988			
09-10-15		Fidelity Fund		180			
09-10-15		Fidelity Fund		7			
09-10-15		Fidelity Fund		5			
09-10-15		Fidelity Fund		4			
09-11-15		B Of A Cash		1,000,000			
09-11-15		B Of A Cash		2,337,448			
09-11-15		Fidelity Fund		177,607			
09-14-15		B Of A Cash		1,469,241			
09-14-15		Fidelity Fund		248,798			
09-15-15		B Of A Cash		10,722,503			
09-15-15		Fidelity Fund		110,140			
09-16-15		B Of A Cash		3,561,343			
09-17-15		B Of A Cash		2,490,086			
09-17-15		Fidelity Fund		863,986			
09-17-15		Fidelity Fund		182,710			
09-18-15		B Of A Cash		1,203,954			
09-21-15		B Of A Cash		1,244,441			
09-21-15		Fidelity Fund		21,924			
09-22-15		B Of A Cash		1,101,411			
09-23-15		B Of A Cash		6,819,548			
09-24-15		B Of A Cash		1,330,078			
09-25-15		B Of A Cash		735,963			
09-25-15		Fidelity Fund		438,319			
09-28-15		B Of A Cash		2,012,634			
09-28-15		Fidelity Fund		383,616			
09-29-15		B Of A Cash		9,451,140			
09-29-15		Fidelity Fund		449,365			
09-30-15		B Of A Cash		2,666,206			
TOTAL				72,670,419			

City of Sacramento
TRANSACTION SUMMARY
Ethel Hart Mutual Endowment Fund
From 09-01-15 To 09-30-15

<u>Trade Date</u>	<u>Quantity</u>	<u>Security</u>	<u>Unit Cost</u>	<u>Total Cost</u>	<u>Unit Price</u>	<u>Total Proceeds</u>	<u>Gain/Loss</u>
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No transactions were found!

City of Sacramento
TRANSACTION SUMMARY
Ann Land/Bertha Henschel Endowment Fund
From 09-01-15 To 09-30-15

Trade Date	Quantity	Security	Unit Cost	Total Cost	Unit Price	Total Proceeds	Gain/Loss
WITHDRAWALS							
09-30-15		Pool A Cash		11,200			
TOTAL				11,200			

City of Sacramento
TRANSACTION SUMMARY
George H. Clark Memorial Scholarship Fund
From 09-01-15 To 09-30-15

Trade Date	Quantity	Security	Unit Cost	Total Cost	Unit Price	Total Proceeds	Gain/Loss
WITHDRAWALS							
09-30-15		Pool A Cash		2,305			
TOTAL				2,305			

City of Sacramento
TRANSACTION SUMMARY
Fixed Bonds
SCERS
From 09-01-15 To 09-30-15

Trade Date	Quantity	Security	Unit Cost	Total Cost	Unit Price	Total Proceeds	Gain/Loss
MATURITIES							
09-01-15	14,743	Walgreens Drugs/Adahi, Inc 6.500% Due 05-01-24	100.00	14,743	100.00	14,743	0
09-15-15	5,000,000	Ford Motor Credit - Mtn 7.350% Due 09-15-15	99.60	4,979,950	100.00	5,000,000	20,050
09-15-15	155	Gnma Pool #439515 7.000% Due 03-15-27	98.06	152	100.00	155	3
09-15-15	58	Gnma Pool #450066 7.500% Due 12-15-26	99.34	57	100.00	58	0
09-15-15	21,178	Gnma Pool #550718 5.000% Due 11-15-35	97.31	20,609	100.00	21,178	569
09-15-15	121	Gnma Pool #157445 9.000% Due 06-15-16	101.32	123	100.00	121	-2
09-15-15	44	Gnma Pool #167166 9.500% Due 08-15-16	103.07	46	100.00	44	-1
09-15-15	178	Gnma Pool #208975 9.500% Due 03-15-17	100.55	179	100.00	178	-1
09-15-15	271	Gnma Pool #211421 9.500% Due 04-15-17	100.55	272	100.00	271	-1
09-15-15	146	Gnma Pool #320296 8.000% Due 03-15-22	98.19	143	100.00	146	3
09-15-15	312	Gnma Pool #329837 7.500% Due 11-15-22	98.47	307	100.00	312	5
09-15-15	971	Gnma Pool #648348 5.500% Due 10-15-35	99.66	968	100.00	971	3
09-25-15	3,997	Gnma Pool #256393 6.000% Due 09-01-36	99.67	3,984	100.00	3,997	13
TOTAL				5,021,531		5,042,172	20,641

City of Sacramento
TRANSACTION SUMMARY
Fixed Bonds
SCERS
From 09-01-15 To 09-30-15

Trade Date	Quantity	Security	Unit Cost	Total Cost	Unit Price	Total Proceeds	Gain/Loss
EXPENSES							
09-01-15		Portfolio Investment Fees Payable		173			
09-15-15		Portfolio Investment Fees Payable		200			
TOTAL				373			

City of Sacramento
TRANSACTION SUMMARY
Fixed Bonds
SCERS
From 09-01-15 To 09-30-15

Trade Date	Quantity	Security	Unit Cost	Total Cost	Unit Price	Total Proceeds	Gain/Loss
WITHDRAWALS							
09-30-15		Pool A Cash		650,722			
TOTAL				650,722			

City of Sacramento
TRANSACTION SUMMARY
Equity Income
SCERS
 From 09-01-15 To 09-30-15

Trade Date	Quantity	Security	Unit Cost	Total Cost	Unit Price	Total Proceeds	Gain/Loss
PURCHASES							
09-04-15	180	BP PLC Cll Opt 35.0000 09182015	0.06	1,170			
09-08-15	100	Chevron Cp New Cll Opt 85.0000 09182015	0.04	450			
09-10-15	4,000	Darden Restaurants Inc Com	69.66	278,632			
09-10-15	2,000	International Bus Mach	146.11	292,216			
09-10-15	3,000	Mcdonald's Corp	95.23	285,677			
09-11-15	4,000	Darden Restaurants Inc Com	69.69	278,762			
09-11-15	2,000	International Bus Mach	146.95	293,904			
09-11-15	3,000	Mcdonald's Corp	96.78	290,330			
09-14-15	4,000	Darden Restaurants Inc Com	70.29	281,161			
09-14-15	2,000	International Bus Mach	145.89	291,786			
09-14-15	3,000	Mcdonald's Corp	97.01	291,038			
09-23-15	2,000	Darden Restaurants Inc Com	71.12	142,233			
09-23-15	1,000	International Bus Mach	143.83	143,832			
09-23-15	1,000	Mcdonald's Corp	97.55	97,551			
TOTAL				2,968,744			

City of Sacramento
TRANSACTION SUMMARY
Equity Income
SCERS
 From 09-01-15 To 09-30-15

Trade Date	Quantity	Security	Unit Cost	Total Cost	Unit Price	Total Proceeds	Gain/Loss
SALES							
09-10-15	12,000	Health Care Reit Inc Com	44.64	535,698	62.20	746,386	210,688
09-11-15	18,000	Altria Group Inc	26.61	479,036	52.38	942,803	463,767
09-11-15	20,000	Reynolds American Inc Com	15.18	303,580	41.80	835,905	532,324
09-17-15	15,000	Ngl Energy Partners Lp Com Unit Repst	35.24	528,630	24.33	364,957	-163,673
09-18-15	0	BP PLC Cll Opt 35.0000 09182015	0.00	1,170	0.00	5,490	4,320
09-18-15	0	Chevron Cp New Cll Opt 85.0000 09182015	0.00	450	0.00	7,350	6,900
09-18-15	20,000	Ngl Energy Partners Lp Com Unit Repst	35.24	704,840	24.29	485,743	-219,097
TOTAL				2,553,403		3,388,633	835,230

City of Sacramento
TRANSACTION SUMMARY
Equity Income
SCERS
From 09-01-15 To 09-30-15

Trade Date	Quantity	Security	Unit Cost	Total Cost	Unit Price	Total Proceeds	Gain/ Loss
WITHDRAWALS							
09-30-15		Pool A Cash		158,575			
TOTAL				158,575			

City of Sacramento
TRANSACTION SUMMARY
Large Cap Growth
SCERS
 From 09-01-15 To 09-30-15

Trade Date	Quantity	Security	Unit Cost	Total Cost	Unit Price	Total Proceeds	Gain/Loss
PURCHASES							
09-01-15	51	Facebook Inc Cll Opt100.0000 09182015	0.06	331			
09-01-15	73	Mondelez Intl Cll Opt 49.0000 09182015	0.05	401			
09-01-15	54	Splunk Inc Cll Opt 80.0000 09182015	0.05	297			
09-01-15	11,000	Ishares Us Home Cons Etf	27.18	298,957			
09-02-15	26	Splunk Inc Cll Opt 80.0000 09182015	0.05	143			
09-02-15	1,750	Netflix Inc Com	101.57	177,752			
09-03-15	13	Eastman Chem Cll Opt 80.0000 09182015	0.05	71			
09-03-15	49	Facebook Inc Cll Opt100.0000 09182015	0.06	318			
09-03-15	30	Google Inc Cll Opt715.0000 09182015	0.10	315			
09-03-15	3,250	Netflix Inc Com	101.46	329,730			
09-04-15	73	Cummins Inc Cll Opt135.0000 09182015	0.10	766			
09-04-15	98	Eastman Chem Cll Opt 80.0000 09182015	0.05	539			
09-04-15	80	Unitedhealth Cll Opt125.0000 09182015	0.05	440			
09-04-15	10,000	General Electric Co	24.02	240,155			
09-08-15	110	American Aircls Cll Opt 46.0000 09182015	0.05	605			
09-08-15	-100	Facebook Inc Cll Opt 97.5000 10162015	0.88	-8,850			
09-08-15	-30	Google Inc Cll Opt690.0000 10162015	3.58	-10,755			
09-08-15	150	Spdr S&p500 Tr Cll Opt205.0000 09182015	0.15	2,325			
09-08-15	-150	Spdr S&p500 Tr Cll Opt205.0000 10162015	1.02	-15,375			
09-08-15	65	Tesoro Corp Cll Opt110.0000 09182015	0.20	1,332			
09-08-15	-65	Tesoro Corp Cll Opt110.0000 10162015	0.83	-5,427			
09-08-15	2,000	Netflix Inc Com	95.58	191,170			
09-09-15	40	Unitedhealth Cll Opt125.0000 09182015	0.05	220			
09-09-15	11,000	General Electric Co	24.93	274,260			
09-10-15	200	Citigroup Inc Cll Opt 55.0000 09182015	0.05	1,100			
09-10-15	34	Jpmorgan Chase Cll Opt 66.5000 09182015	0.05	187			
09-10-15	150	Spdr S&p500 Tr Cll Opt205.0000 09182015	0.13	1,883			
09-10-15	-150	Spdr S&p500 Tr Cll Opt204.0000 10162015	1.12	-16,733			
09-10-15	10,000	General Electric Co	24.70	247,035			

City of Sacramento
TRANSACTION SUMMARY
Large Cap Growth
SCERS
 From 09-01-15 To 09-30-15

Trade Date	Quantity	Security	Unit Cost	Total Cost	Unit Price	Total Proceeds	Gain/Loss
09-11-15	150	Home Depot Inc Cll Opt120.0000 09182015	0.13	1,950			
09-11-15	-150	Home Depot Inc Cll Opt120.0000 10162015	1.11	-16,650			
09-11-15	166	Jpmorgan Chase Cll Opt 66.5000 09182015	0.05	863			
09-11-15	10,000	General Electric Co	24.78	247,777			
09-11-15	5,000	Mastercard Inc Cl A	90.53	452,650			
09-14-15	100	Intel Corp Cll Opt 29.0000 09182015	0.60	6,050			
09-14-15	105	Tjx Companies Cll Opt 75.0000 09182015	0.05	577			
09-14-15	10,000	General Electric Co	24.76	247,589			
09-15-15	-100	American Aircls Cll Opt 45.0000 10162015	0.73	-7,350			
09-15-15	-150	Citigroup Inc Cll Opt 55.0000 10162015	0.47	-7,125			
09-15-15	-100	Delta Air Lns Cll Opt 50.0000 10162015	0.70	-7,050			
09-15-15	100	Facebook Inc Cll Opt 95.0000 09182015	0.34	3,397			
09-15-15	-100	Facebook Inc Cll Opt100.0000 10162015	0.60	-5,997			
09-15-15	100	Intel Corp Cll Opt 29.0000 09182015	1.00	10,050			
09-15-15	200	Ishare Rus2000 Cll Opt118.0000 09182015	0.32	6,442			
09-15-15	-200	Ishare Rus2000 Cll Opt120.0000 10162015	0.80	-16,042			
09-15-15	-150	Jpmorgan Chase Cll Opt 67.5000 10162015	0.32	-4,875			
09-15-15	-190	Mondelez Intl Cll Opt 45.0000 10162015	0.45	-8,645			
09-15-15	175	Nxp Semicndctr Cll Opt 95.0000 09182015	0.40	7,087			
09-15-15	-175	Nxp Semicndctr Cll Opt100.0000 10162015	1.38	-24,237			
09-15-15	50	Skyworks Soltn Cll Opt 95.0000 09182015	0.30	1,525			
09-15-15	50	Skyworks Soltn Cll Opt 96.0000 09182015	0.20	1,025			
09-15-15	-100	Skyworks Soltn Cll Opt100.0000 10162015	1.31	-13,100			
09-15-15	65	Tesoro Corp Cll Opt100.0000 09182015	0.24	1,553			
09-15-15	-65	Tesoro Corp Cll Opt105.0000 10162015	1.02	-6,623			
09-15-15	90	Valero Energy Cll Opt 65.0000 09182015	0.07	675			
09-15-15	-90	Valero Energy Cll Opt 67.5000 10162015	0.52	-4,725			
09-16-15	15	Avago Tech Ltd Cll Opt135.0000 09182015	0.67	1,002			

City of Sacramento
TRANSACTION SUMMARY
Large Cap Growth
SCERS
 From 09-01-15 To 09-30-15

Trade Date	Quantity	Security	Unit Cost	Total Cost	Unit Price	Total Proceeds	Gain/Loss
09-16-15	-15	Avago Tech Ltd Cll Opt145.0000 10162015	1.85	-2,772			
09-16-15	160	Disney Walt Co Cll Opt105.0000 09182015	0.42	6,800			
09-16-15	-160	Disney Walt Co Cll Opt110.0000 10162015	0.53	-8,560			
09-16-15	-140	Halliburton Co Cll Opt 42.0000 10162015	0.63	-8,890			
09-16-15	-46	Ishare Nas Bio Cll Opt380.0000 10162015	2.58	-11,891			
09-17-15	25	Avago Tech Ltd Cll Opt135.0000 09182015	0.25	637			
09-17-15	-45	Avago Tech Ltd Cll Opt145.0000 10162015	1.68	-7,582			
09-17-15	130	Sector-Consumr Cll Opt 76.0000 09182015	1.61	20,961			
09-18-15	107	Semiconductor Cll Opt 51.0000 09182015	0.09	963			
09-21-15	150	Jpmorgan Chase Cll Opt 67.5000 10162015	0.05	825			
09-21-15	-130	Schlumberger Cll Opt 77.0000 10162015	0.78	-10,205			
09-22-15	-65	Tesoro Corp Cll Opt101.0000 10162015	1.15	-7,507			
09-22-15	65	Tesoro Corp Cll Opt110.0000 10162015	0.30	1,982			
09-22-15	-10	Unitedhealth Cll Opt130.0000 10162015	1.01	-1,015			
09-22-15	5,000	Mastercard Inc Cl A	91.77	458,874			
09-23-15	-200	Apple Inc Cll Opt121.0000 10162015	0.64	-12,900			
09-23-15	-30	Amazon Com Inc Cll Opt570.0000 10162015	3.38	-10,155			
09-23-15	-110	Unitedhealth Cll Opt130.0000 10162015	1.03	-11,385			
09-23-15	3,000	Netflix Inc Com	98.18	294,532			
09-24-15	-160	Disney Walt Co Cll Opt105.0000 10162015	0.61	-9,840			
09-24-15	160	Disney Walt Co Cll Opt110.0000 10162015	0.10	1,680			
09-24-15	-200	Ishares Rs2000 Cll Opt116.5000 10162015	0.55	-11,100			
09-24-15	200	Ishare Rus2000 Cll Opt120.0000 10162015	0.09	1,900			
09-24-15	-100	Netflix Com Cll Opt115.0000 10162015	2.30	-22,957			
09-24-15	-110	Nike Inc Cll Opt123.0000 10162015	0.76	-8,385			
09-24-15	-150	Spdr S&p500 Tr Cll Opt199.0000 10162015	0.76	-11,400			
09-24-15	150	Spdr S&p500 Tr Cll Opt205.0000 10162015	0.11	1,650			
09-24-15	12,000	Southwest Airlines	37.92	455,054			

City of Sacramento
TRANSACTION SUMMARY
Large Cap Growth
SCERS
 From 09-01-15 To 09-30-15

<u>Trade Date</u>	<u>Quantity</u>	<u>Security</u>	<u>Unit Cost</u>	<u>Total Cost</u>	<u>Unit Price</u>	<u>Total Proceeds</u>	<u>Gain/Loss</u>
09-25-15	-2	Keurig Green M Cll Opt 60.5000 10162015	0.61	-123			
09-25-15	46	Ishare Nas Bio Cll Opt380.0000 10162015	0.15	713			
09-28-15	140	Halliburton Co Cll Opt 42.0000 10162015	0.06	910			
09-28-15	-150	Spdr S&p500 Tr Cll Opt198.5000 10162015	0.53	-7,975			
09-28-15	150	Spdr S&p500 Tr Cll Opt204.0000 10162015	0.09	1,375			
09-29-15	-100	Ishares Rs2000 Cll Opt113.0000 10162015	0.47	-4,750			
09-29-15	200	Ishares Rs2000 Cll Opt116.5000 10162015	0.08	1,600			
09-29-15	-100	Nxp Semicndctr Cll Opt 92.5000 10162015	0.78	-7,850			
09-29-15	100	Nxp Semicndctr Cll Opt100.0000 10162015	0.20	2,050			
09-29-15	100	Skyworks Soltn Cll Opt100.0000 10162015	0.10	1,050			
09-29-15	3,000	Under Armour Inc Cl A	94.02	282,055			
09-30-15	100	American Airls Cll Opt 45.0000 10162015	0.06	575			
09-30-15	-75	Nxp Semicndctr Cll Opt 92.5000 10162015	0.89	-6,679			
09-30-15	75	Nxp Semicndctr Cll Opt100.0000 10162015	0.16	1,204			
TOTAL				3,934,466			

City of Sacramento
TRANSACTION SUMMARY
Large Cap Growth
SCERS
From 09-01-15 To 09-30-15

Trade Date	Quantity	Security	Unit Cost	Total Cost	Unit Price	Total Proceeds	Gain/Loss
SALES							
09-10-15	11,100	Eastman Chem Co Com	47.69	529,406	70.55	783,143	253,737
09-11-15	33,000	Intel Corp	22.72	749,855	29.30	966,991	217,136
09-11-15	8,000	Splunk Inc Com	68.93	551,444	58.97	471,774	-79,671
09-11-15	6,000	Visa Inc Com Cl A	46.23	277,367	70.17	421,012	143,646
09-18-15	0	American Airls Cll Opt 46.0000 09182015	0.00	605	0.00	6,985	6,380
09-18-15	0	American Airls Cll Opt 47.0000 09182015	0.00	715	0.00	5,968	5,253
09-18-15	0	Abbvie Inc. Cll Opt 72.5000 09182015	0.00	550	0.00	5,850	5,300
09-18-15	0	Avago Tech Ltd Cll Opt135.0000 09182015	0.00	1,640	0.00	3,540	1,900
09-18-15	0	Citigroup Inc Cll Opt 55.0000 09182015	0.00	1,100	0.00	13,000	11,900
09-18-15	0	Cummins Inc Cll Opt135.0000 09182015	0.00	1,115	0.00	6,683	5,568
09-18-15	0	Delta Air Lns Cll Opt 50.0000 09182015	0.00	585	0.00	5,355	4,770
09-18-15	0	Disney Walt Co Cll Opt105.0000 09182015	0.00	6,800	0.00	23,280	16,480
09-18-15	0	Eastman Chem Cll Opt 80.0000 09182015	0.00	1,205	0.00	10,695	9,490
09-18-15	0	Facebook Inc Cll Opt 95.0000 09182015	0.00	3,397	0.00	7,250	3,853
09-18-15	0	Facebook Inc Cll Opt100.0000 09182015	0.00	650	0.00	12,750	12,100
09-18-15	0	Facebook Inc Cll Opt105.0000 09182015	0.00	850	0.00	5,350	4,500
09-18-15	0	Google Inc Cll Opt715.0000 09182015	0.00	315	0.00	3,705	3,390
09-18-15	0	Halliburton Co Cll Opt 44.0000 09182015	0.00	770	0.00	8,050	7,280
09-18-15	0	Home Depot Inc Cll Opt120.0000 09182015	0.00	1,950	0.00	13,575	11,625
09-18-15	0	Intel Corp Cll Opt 29.0000 09182015	0.00	16,100	0.00	2,900	-13,200
09-18-15	0	Ishare Rus2000 Cll Opt118.0000 09182015	0.00	6,442	0.00	11,100	4,658
09-18-15	0	Ishare Rus2000 Cll Opt124.0000 09182015	0.00	550	0.00	8,525	7,975
09-18-15	0	Ishare Rus2000 Cll Opt125.0000 09182015	0.00	482	0.00	6,650	6,168
09-18-15	0	Jpmorgan Chase Cll Opt 66.5000 09182015	0.00	1,050	0.00	9,300	8,250
09-18-15	0	Mondelez Intl Cll Opt 49.0000 09182015	0.00	1,162	0.00	8,265	7,103
09-18-15	0	Nxp Semicndctr Cll Opt 95.0000 09182015	0.00	7,087	0.00	14,612	7,525
09-18-15	0	Nxp Semicndctr Cll Opt105.0000 09182015	0.00	3,587	0.00	18,112	14,525

City of Sacramento
TRANSACTION SUMMARY
Large Cap Growth
SCERS
 From 09-01-15 To 09-30-15

<u>Trade Date</u>	<u>Quantity</u>	<u>Security</u>	<u>Unit Cost</u>	<u>Total Cost</u>	<u>Unit Price</u>	<u>Total Proceeds</u>	<u>Gain/Loss</u>
09-18-15	0	Schlumberger Cll Opt 90.0000 09182015	0.00	805	0.00	5,395	4,590
09-18-15	-43	Semiconductor Cll Opt 51.0000 09182015	-0.22	963	-0.99	4,275	3,311
09-18-15	0	Splunk Inc Cll Opt 80.0000 09182015	0.00	440	0.00	9,240	8,800
09-18-15	0	Spdr S&p500 Tr Cll Opt205.0000 09182015	0.00	4,208	0.00	14,250	10,042
09-18-15	0	Spdr S&p500 Tr Cll Opt214.0000 09182015	0.00	2,725	0.00	22,187	19,462
09-18-15	0	Skyworks Soltn Cll Opt 95.0000 09182015	0.00	1,525	0.00	6,525	5,000
09-18-15	0	Skyworks Soltn Cll Opt 96.0000 09182015	0.00	1,025	0.00	6,675	5,650
09-18-15	0	Tjx Companies Cll Opt 75.0000 09182015	0.00	577	0.00	6,642	6,065
09-18-15	0	Tesoro Corp Cll Opt100.0000 09182015	0.00	1,553	0.00	8,352	6,799
09-18-15	0	Tesoro Corp Cll Opt110.0000 09182015	0.00	1,332	0.00	9,749	8,417
09-18-15	0	Tesoro Corp Cll Opt120.0000 09182015	0.00	1,657	0.00	4,127	2,470
09-18-15	0	Unitedhealth Cll Opt125.0000 09182015	0.00	660	0.00	15,180	14,520
09-18-15	0	Valero Energy Cll Opt 65.0000 09182015	0.00	675	0.00	6,075	5,400
09-18-15	0	Valero Energy Cll Opt 72.5000 09182015	0.00	585	0.00	7,965	7,380
09-18-15	0	Valero Energy Cll Opt 77.5000 09182015	0.00	1,395	0.00	4,545	3,150
09-18-15	0	Sector-Consumr Cll Opt 76.0000 09182015	0.00	20,961	0.00	6,955	-14,006
09-23-15	12,000	Abbvie Inc. Com	33.51	402,172	57.32	687,847	285,674
09-23-15	7,800	United Technologies	72.93	568,838	86.82	677,204	108,365
09-28-15	18,000	Abbvie Inc. Com	33.51	603,258	52.90	952,251	348,993
09-28-15	4,600	Ishares Tr Nasdq Bio Indx	234.65	1,079,410	291.86	1,342,560	263,150
09-28-15	15,000	Market Vectors Etf Tr Semiconductor	53.54	803,116	48.13	721,974	-81,142
09-28-15	12,000	Spdr Series Trust S&p Biotech	81.33	975,960	62.81	753,688	-222,272
09-29-15	6,000	Illumina Inc	216.93	1,301,582	172.59	1,035,526	-266,055
TOTAL				7,942,205		9,163,602	1,221,398

City of Sacramento
TRANSACTION SUMMARY
Large Cap Growth
SCERS
From 09-01-15 To 09-30-15

<u>Trade Date</u>	<u>Quantity</u>	<u>Security</u>	<u>Unit Cost</u>	<u>Total Cost</u>	<u>Unit Price</u>	<u>Total Proceeds</u>	<u>Gain/Loss</u>
WITHDRAWALS							
09-01-15		Pool A Cash		500,000			
09-30-15		Pool A Cash		192,324			
TOTAL				692,324			

City of Sacramento
TRANSACTION SUMMARY
International
SCERS
From 09-01-15 To 09-30-15

Trade Date	Quantity	Security	Unit Cost	Total Cost	Unit Price	Total Proceeds	Gain/Loss
SALES							
09-23-15	25,000	Wisdomtree Trust India Erngs Fd	22.94	573,602	19.23	480,669	-92,934
TOTAL				573,602		480,669	-92,934

City of Sacramento
TRANSACTION SUMMARY
International
SCERS
From 09-01-15 To 09-30-15

Trade Date	Quantity	Security	Unit Cost	Total Cost	Unit Price	Total Proceeds	Gain/Loss
WITHDRAWALS							
09-30-15		Pool A Cash		8,206			
TOTAL				8,206			

City of Sacramento
TRANSACTION SUMMARY
Pool D
SHRA Investment Pool
From 09-01-15 To 09-30-15

<u>Trade Date</u>	<u>Quantity</u>	<u>Security</u>	<u>Unit Cost</u>	<u>Total Cost</u>	<u>Unit Price</u>	<u>Total Proceeds</u>	<u>Gain/Loss</u>
CONTRIBUTIONS							
09-18-15		Fidelity Fund		163,304			
TOTAL				163,304			

City of Sacramento
TRANSACTION SUMMARY
Capitol Area Development Authority - Banking
From 09-01-15 To 09-30-15

<u>Trade Date</u>	<u>Quantity</u>	<u>Security</u>	<u>Unit Cost</u>	<u>Total Cost</u>	<u>Unit Price</u>	<u>Total Proceeds</u>	<u>Gain/Loss</u>
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No transactions were found!

City of Sacramento
TRANSACTION SUMMARY
Capitol Area Development Authority - Tax Exempt
From 09-01-15 To 09-30-15

<u>Trade Date</u>	<u>Quantity</u>	<u>Security</u>	<u>Unit Cost</u>	<u>Total Cost</u>	<u>Unit Price</u>	<u>Total Proceeds</u>	<u>Gain/Loss</u>
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No transactions were found!

City of Sacramento
TRANSACTION SUMMARY
Capitol Area Development Authority - Taxable
From 09-01-15 To 09-30-15

<u>Trade Date</u>	<u>Quantity</u>	<u>Security</u>	<u>Unit Cost</u>	<u>Total Cost</u>	<u>Unit Price</u>	<u>Total Proceeds</u>	<u>Gain/Loss</u>
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No transactions were found!

City of Sacramento
TRANSACTION SUMMARY
American River Flood Control District
From 09-01-15 To 09-30-15

Trade Date	Quantity	Security	Unit Cost	Total Cost	Unit Price	Total Proceeds	Gain/ Loss
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No transactions were found!

City of Sacramento
TRANSACTION SUMMARY
Reclamation District No. 1000
From 09-01-15 To 09-30-15

Trade Date	Quantity	Security	Unit Cost	Total Cost	Unit Price	Total Proceeds	Gain/ Loss
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No transactions were found!

City of Sacramento
TRANSACTION SUMMARY
Sacramento Public Library Authority
From 09-01-15 To 09-30-15

Trade Date	Quantity	Security	Unit Cost	Total Cost	Unit Price	Total Proceeds	Gain/Loss
WITHDRAWALS							
09-04-15		Pool A Cash		400,000			
09-11-15		Pool A Cash		1,000,000			
TOTAL				1,400,000			

City of Sacramento
TRANSACTION SUMMARY
The Natomas Basin Conservancy
From 09-01-15 To 09-30-15

<u>Trade Date</u>	<u>Quantity</u>	<u>Security</u>	<u>Unit Cost</u>	<u>Total Cost</u>	<u>Unit Price</u>	<u>Total Proceeds</u>	<u>Gain/ Loss</u>
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No transactions were found!



Meeting Date: 11/3/2015

Report Type: Consent

Report ID: 2015-00936

Title: (Pass for Publication) Calistoga Residential Subdivision on Bruceville Road

Location: District 8

Recommendation: 1) Review a) a Resolution determining the Calistoga Subdivision project exempt from review under the California Environmental Quality Act; b) an Ordinance rezoning approximately 5.0 acres from Single-Unit Residential (R-1) Zone to the Single-Unit or Duplex Residential (R-1A) Zone; and c) a Resolution adopting findings of fact and approving the Calistoga Subdivision including a Tentative Map to subdivide 5.0 acres into 35 residential lots and nine common area lots and Site Plan and Design Review with deviations for three new single-unit residential plans and the tentative map; and 2) pass for publication the Ordinance title as required by Sacramento City Charter 32c to be considered on November 10, 2015.

Contact: Antonio Ablog, Senior Planner, (916) 808-7702; Joy Patterson, Principal Planner, (916) 808-5607, Community Development Department

Presenter: Antonio Ablog, Senior Planner, (916) 808-7702, Community Development Department

Department: Community Development Dept

Division: Current Planning

Dept ID: 21001221

Attachments:

- 01-Description/Analysis
- 02-Background
- 03-Land Use Map
- 04-Petition
- 05-CEQA Resolution
- 06-Rezone Ordinance
- 07-Legal Description
- 08-Rezone Map
- 09-Project Resolution
- 10-Tentative Map
- 11-Site Plan
- 12-House Plans

City Attorney Review

Approved as to Form
Jeffrey Heeren
10/22/2015 1:59:51 PM

Approvals/Acknowledgements

Department Director or Designee: Ryan Devore - 10/13/2015 8:56:46 AM

Description/Analysis

Issue Detail: The applicant is proposing to subdivide approximately 5.0± acres into 35 residential parcels in the proposed Single and Duplex Dwelling Unit (R-1A) Zone. The project site is located at 8700 Bruceville Road which is on the east side of Bruceville approximately 700 feet north of Sheldon Road. The General Plan designates the subject site as Suburban Neighborhood Low Density (SNLD). The site is currently zoned Single-Unit Residential Review (R-1-R) and the applicant is requesting a Rezone to change the zoning designation to the Single-Unit and Duplex Dwelling Unit (R-1A) zone to accommodate the new development. Staff is recommending approval of the project as the new zoning designation will match the existing R-1A zone to the north and east and will provide new home ownership opportunities in the South Sacramento/North Laguna Creek Neighborhood.

Policy Considerations:

General Plan

The 2035 General Plan Update was adopted by City Council on March 3, 2015. The 2035 General Plan's goals, policies, and implementation programs define a roadmap to achieving Sacramento's vision to be the most livable city in America. The proposed General Plan designation for the subject site is Suburban Neighborhood Low Density, which provides for low-intensity housing single-family detached and attached dwellings at densities of up to eight units per net acre. The project proposes a density of eight units per net acre which is appropriate in R-1A zone.

In regards to this proposal, the 2035 General Plan has identified goals and policies under the Land Use and Urban Design Element. Some of the goals and policies supported by this project are:

- **Policy LU 1.1.5 Infill Development.** The City shall promote and provide incentives (e.g., focused infill planning, zoning/rezoning, revised regulations, provision of infrastructure) for infill development, redevelopment, mining reuse, and growth in urbanized areas to enhance community character, optimize City investments in infrastructure and community facilities, support increased transit use, promote pedestrian and bicycle-friendly neighborhoods, increase housing diversity, ensure integrity of historic districts, and enhance retail viability. Staff finds that the site is within walking distance to major employers and in close proximity to public transit. The proposed new dwelling units would increase the housing diversity in the South Sacramento/North Laguna Creek area.
- **Policy LU 2.1.2: Protect Established Neighborhoods.** The City shall preserve, protect, and enhance established neighborhoods by providing sensitive transitions between these neighborhoods and adjoining areas, and requiring new development, both private and public, to respect and respond to those existing physical characteristics, buildings, streetscapes, open spaces, and urban form that contribute to the overall character and livability of the neighborhood. Staff finds that the proposed Calistoga Subdivision is compatible with the surrounding neighborhood in that the proposed Rezone and proposed single-unit residences will be compatible with the existing land uses surrounding the site.
- **Policy LU 2.6.1 Sustainable Development Patterns.** The City shall promote compact development patterns, mixed use, and higher development intensities that use land efficiently; reduce pollution and automobile dependence and the expenditure of energy and other resources; and facilitate walking, bicycling, and transit use. Staff finds that the future residents

will have the opportunity to walk or bike to employment in the nearby area, utilize transit, and support retail uses within the neighborhood.

- **Goal LU 4.1 Neighborhoods.** Promote the development and preservation of neighborhoods that provide a variety of housing types, densities, and designs and a mix of uses and services that address the diverse needs of Sacramento residents of all ages, socio-economic groups, and abilities. Staff finds that the proposed project promotes diversity in housing types and densities to address the housing needs for residents.

The proposed project meets the above 2035 General Plan goals and policies and is consistent with the adjacent General Plan Designations including the Suburban Neighborhood Low Density to the north and east, and Suburban Neighborhood Medium Density to the south.

Environmental Considerations: The Community Development Department, Environmental Planning Services Division has reviewed this project and determined that it is exempt from the provisions of the California Environmental Quality Act (CEQA) Section 15332, Infill Development. This project qualifies for this exemption as it applies to projects that are consistent with the General Plan, are located in an urbanized area on a site no larger than five acres, where the site has no value as habitat for special status species, where all services are available and where no significant effects related to traffic, noise, air quality or water quality would occur. The proposed project is consistent with the General Plan. It is proposed on 5.00 acre parcel which has no value as habitat for endangered, rare or threatened species, all services are available, and its approval will not result in significant effects related to traffic, noise, air quality or water quality.

Commission/Committee Action: On September 10, 2015 the requested entitlements were heard by the Planning and Design Commission. There were two members of the public who spoke on the project with and voiced the following concerns:

- The proposed project would create an unwanted pedestrian connection between the proposed subdivision and the existing neighborhood. The pathway could pose security concerns. In conjunction with this concern, a petition was submitted signed by a number of residents of the existing neighborhood (Attachment 4).

Staff did receive comments requesting that such a pedestrian connection be provided. There is an existing pedestrian paseo connecting West Wing Drive to Bruceville Road approximately 300 feet north of the project site. This connection adequately provides connectivity to the existing neighborhood. The security concerns with providing a paseo between residential lots leading to a private street outweigh the incremental increase in connectivity that such a paseo would provide. There is no pedestrian connection provided between the proposed subdivision and the existing neighborhood.

- There is an existing wooden fence at the south end of Bateson Court. To enhance security, one resident asked that this fence be upgraded to a solid masonry wall to match the masonry wall of the residential condominiums to the south.

The applicant has agreed to replace the existing wooden fence with a solid masonry wall.

- The proposed project could impact sewer and water service.

The project has been conditioned to provide adequate connection to the existing County Sanitation sewage system. Additionally, construction of the project will be subject to the submittal of a drainage study to be reviewed by the Department of Utilities.

Regarding water service, there is not a moratorium on the approval of new development projects in relation to the City's water supply.

With a vote of 10 ayes, 0 noes and 3 absent, the Planning and Design Commission voted to forward the project to the City Council with a recommendation for approval.

Rationale for Recommendation: The Calistoga Subdivision has been reviewed objectively, in light of the project components, comments received from public, and the proposed conditions of approval and mitigation measures. Staff finds that the proposal efficiently provides an alternative single-family housing type that will add housing options for the neighborhood. The project is compatible with the surrounding uses and is consistent with the goals and policies of the Suburban Neighborhood Low Density General Plan designation and is consistent with the intent of development standards of the proposed R-1A zone.

The proposed project meets the 2035 General Plan Suburban Neighborhood Low Density goals and policies and is consistent with the surrounding land uses including single-family homes to the north and east, and multi-family housing to the south.

Financial Considerations: The applicant is incurring all costs for the proposed residential subdivision.

Local Business Enterprise: Not applicable.

Background Information

The project site is currently vacant. In 2005, a Conditional Use Permit was approved to establish a religious facility on the subject site but it was never constructed.

The subject site is bounded by single-unit residential uses to the north and east and residential condominiums to the south. To the west is Bruceville Road, a major arterial roadway. On the west side of Bruceville Road is an existing commercial shopping center and a vacant site approved for commercial development.

Table 1: Project Information	
General Plan designation:	Suburban Neighborhood Low Density (3.0-8.0 units/net acre)
Zoning of site:	Existing - Single-Unit Review (R-1-R) Proposed
Existing use of site:	Vacant
Property area:	5.0± acres gross, 4.46± acres net
Density:	8 du/na

Public/Neighborhood Outreach and Comments

As part of the application review process, the proposal was routed to the North Laguna Creek Neighborhood Association, Walk Sacramento, and Sacramento Area Bicycle Advocates. Staff also mailed notices to all property owners within 300 feet of the project site prior to the public hearing. Staff received comments from Walk Sacramento, but has not received any comments opposed to the proposed project.

Walk Sacramento provided comments on the original submittal including:

- The four-foot wide sidewalks were insufficient.
The project has been revised to provide five-foot wide sidewalks.
- The intersection of Bruceville and Cate Court should be designed with a smaller curb return radius with a crosswalk for improved pedestrian access.
The curb returns have been designed to meet City standards. A north-south crosswalk will be provided at intersection of Cate Court and Bruceville Road and the sidewalk will meet all ADA accessibility requirements.
- Consider a pedestrian enhancement across Bruceville Road to promote access the shopping center at Center Parkway and Bruceville Road.

Bruceville Road is a major arterial. The addition of a 35-unit residential subdivision does not warrant additional pedestrian enhancements beyond the

existing crossings provided at the signalized intersections at Damaschas Drive to the north, and Sheldon Road to the South.

- Construct a pedestrian paseo connecting Cate Drive with Bateson Court to the east.

There is an existing pedestrian paseo connecting West Wing Drive to Bruceville Road approximately 300 feet north of the project site. This connection adequately provides connectivity to the existing neighborhood. The security concerns with providing a paseo between residential lots leading to a private street outweigh the incremental increase in connectivity that such a paseo would provide.

Mixed-Income Housing

On September 1, 2015, the City Council adopted an ordinance allowing the project proponent to pay a housing impact fee on the market-rate units to be constructed as part of the Calistoga Subdivision. The current housing impact fee is \$2.58 per square foot of new development.

Land Use/Zoning

The project site is zoned Single-Unit Review (R-1-R). The applicant proposes to rezone the site to the Single-unit or Duplex Dwelling (R-1A) zone in order to provide a transitional density between the higher density condominiums to the lower density residential development adjacent to the subject site. The resulting R-1A zone would match the existing zoning to the north and east. The rezone would ultimately allow the construction of 35 detached single family units.

A decision to approve the Rezone request shall be based on the following findings:

1. The rezoning or pre-zoning is consistent with the applicable general plan land use designation, use, and development standards; the goals, policies, and other provisions of the general plan; and any applicable specific plan.

The R-1-R zoning of the site was meant to accommodate traditional single-unit detached dwellings. The “R” designation denotes that a Plan Review is required; however, the current Planning and Development code requires Site Plan and Design Review with all new development. Rezoning the property to Single-Unit or Duplex Dwelling (R-1A) zone is compatible with the surrounding uses and will allow for additional residential ownership opportunities in the neighborhood. The purpose of the R-1A zone is to permit single-unit or duplex dwellings, whether attached or detached, at a higher density than is permitted in the Single-unit Dwelling (R-1) zone. While the minimum R-1 lot size is 5,200 square feet, the minimum lot size in the R-1A zone is 2,900 square feet. The reduced lot sizes will provide a transition in scale and intensity from the condominiums to the south to the lower density single family homes to the north and east. The resulting zone and proposed development are consistent with the Suburban Low Density General Plan Designation.

2. The amendment promotes the public health, safety, convenience, and welfare of the city.

The proposed R-1A permits single-unit or duplex dwellings, whether attached or detached. Such development is consistent with the surrounding uses and the proposed subdivision has not been found to create any significant impacts upon the surrounding uses.

Staff recommends the Planning and Design Commission forward the General Plan Amendment and Rezone to the City Council with a recommendation for approval as the project will provide ownership housing opportunities and is in compliance with the applicable General Plan goals and policies.

Tentative Map

Map Design

The Tentative Map proposes to subdivide ±4.46 net acres into 35 residential lots and nine common area lots including Lot 1 to be developed as a private street (Cate Court) for access to the subdivision. Common area Lots 2 through 5 will provide access to lots to the north and south of Cate Court. Four landscape lots will be provided. Lots A and B will provide landscaping adjacent to Bruceville Road to match the landscaping to the north and south of the project. Lots C and D will provide common open space for the future residents. All common area lots, except for Lots A and B, will be maintained by a homeowners association. Lots A and B, adjacent to Bruceville Road, will be dedicated to the City as public right-of-way and will be maintained as part of the existing landscaping district.

The proposed Residential lot sizes will range from 40'x80' for lots along Bateson court to larger lots at the west end of the subdivision measuring approximately 43'x138'. All lots comply with the R-1A lot size requirements and will provide for adequate private open space for the proposed homes.

The initial version of the tentative map provided 37 lots with a narrow 25-foot shared private driveway. Staff was concerned that a) the density exceeded the density allowed by the General Plan; and b) that the proposed private driveway did not allow for any on-street parking. In response to staff's comments, the applicant revised the map as included in this report. The main private roadway, Cate Court, has been widened to a City standard street width providing for on-street parking and road-side tree planters. The secondary private driveways, Common Lots 2 through 5 have been reduced in width to create deeper lots while still providing for adequate private and emergency vehicle access.

Circulation: Access to the new lots will be provided by the existing Bateson Court and the new Cate Court that will connect to Bruceville Road. Common Lots 2 through 5 will provide access to lots not directly accessible by Cate Court. The project has been designed to include a five foot separated sidewalk, and six and a half foot (6.5) foot landscape planter along the main on-site roadway. The proposed sidewalk will connect

to the existing sidewalk at Bruceville Road. The proposed residences along Bateson Court can access the existing pedestrian improvements in the neighborhood to the east.

Subdivision Review Committee: On July 15, 2015, the Subdivision Review Committee voted unanimously to recommend approval of the proposed Tentative Map subject to the recommended Findings of Fact and Conditions of Approval listed in Attachment 5.

In evaluating the tentative maps, the Commission is required to make the following findings:

1. None of the conditions described in Government Code Section 66474, subsection (a) through (g), inclusive, exist with respect to the proposed subdivision;
 - a. The design and improvement of the proposed subdivision is consistent with the City's General Plan, all applicable community and specific plans, and Title 16 of the City Code, which is a specific plan of the City;
 - b. The site is physically suitable for the type of development proposed and suited for the proposed density;
 - c. The site is suited for the proposed density of the development;
 - d. The design of the subdivision and the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife their habitat;
 - e. The design of the subdivision and the type of improvements are not likely to cause serious public health problems;
 - f. The design of the subdivision and the type of improvements will not conflict with easements, acquired by the public at large, for access through or use, of, property within the proposed subdivision.
 - g. The land is not subject to a contract entered into pursuant to the California Land Conservation Act of 1965 (commencing with Section 51200 of the Government Code).
2. The proposed subdivision, together with the provisions for its design and improvement, is consistent with the City General Plan and Title 16 Subdivisions of the City Code, which is a specific plan of the City (Gov. Code §66473.5);
3. The discharge of waste from the proposed subdivision into the existing community sewer system will not result in a violation of the applicable waste discharge requirements prescribed by the California Regional Water Quality Board, Central Valley Region, in that existing treatment plants have a design capacity adequate to service the proposed subdivision (Gov. code §66474.6);
4. The design of the proposed subdivision provides, to the extent feasible, for future passive or natural heating and cooling opportunities (Gov. Code §66473.1).

- 5. The Planning & Design Commission has considered the effect of the approval of this tentative map on the ownership housing needs of the region and has balanced these needs against the public service needs of its residents and available fiscal and environmental resources (Gov. Code §66412.3).

City services are available to serve all of the proposed parcels and all improvements shall be designed and constructed to the satisfaction of the Development Engineering Division.

Site Plan and Design Review

	Front Setback	Rear Setback	Interior Side	Street Side	Lot Coverage
Required	20	5'	0'	12.5'	50% max
Proposed	15' min	10' min	4'	12.5'	46% max
Deviation	Yes	No	No	No	No

The applicant is requesting approval of three house plans and a site plan depicting the proposed lot layouts. All three house plans will be two-story plans with three bedrooms and two and a half bathrooms. Plan One will total 1,307 square feet; Plan Two will total 1,744 square feet; and Plan Three will total 2,121 square feet. Plan Three will have a 2,280 square-foot corner site version proposed at lots 5, 8, 30, and 31. The corner site version of Plan Three will have four bedrooms and three bathrooms.

The proposed homes will be contemporary in style and finished in stucco with wood or composite detailing. All plans have been found to be consistent with the single-family design guidelines. The proposed homes will be compatible with the predominant Mediterranean style homes in the surrounding area.

Calistoga Streetscape



_01



_02

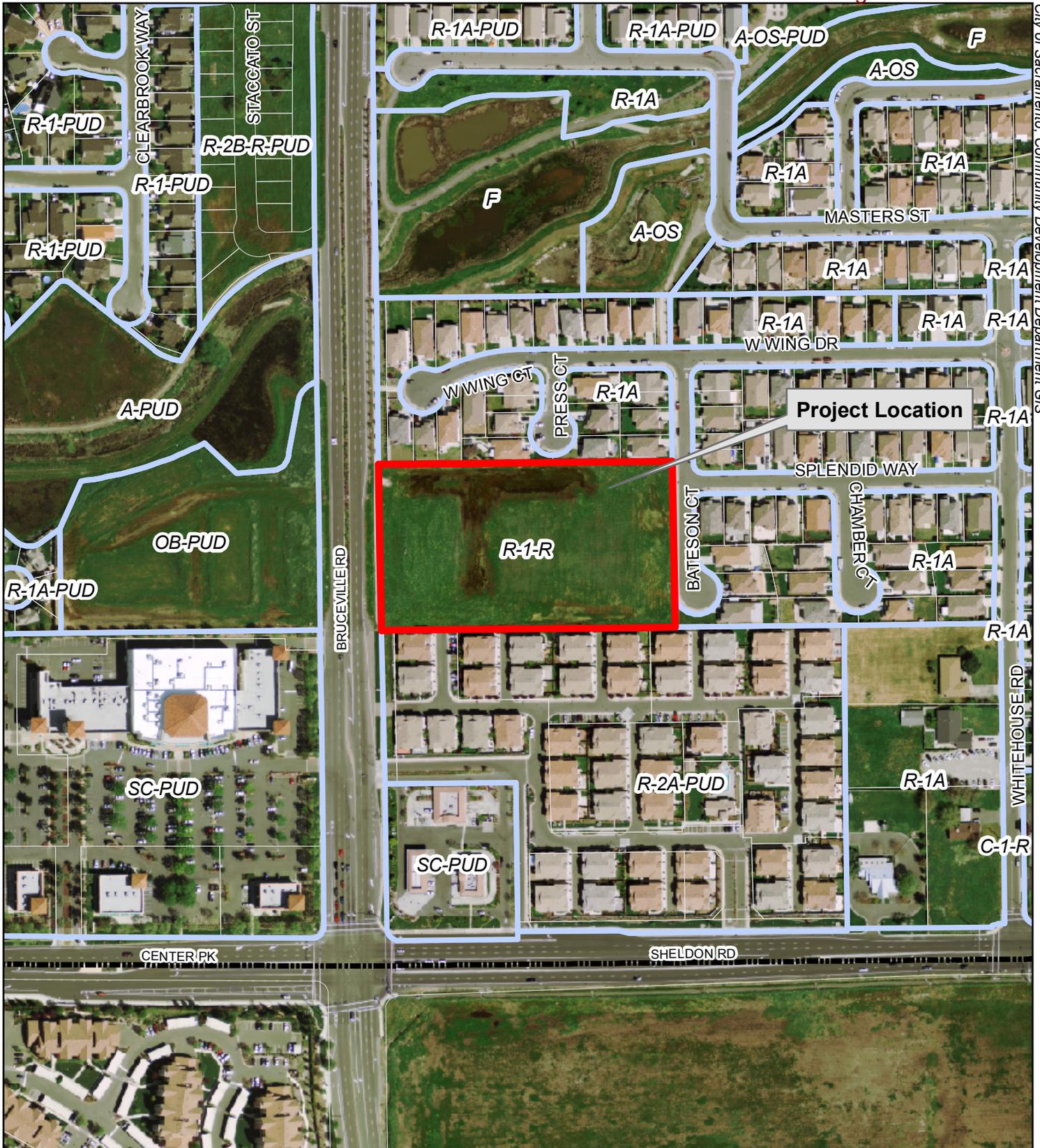
The R-1A zone allows for smaller lots and reduced development standards to promote higher densities and creative solutions to single-family residential development. As noted in the table above, the proposed project is only requesting deviations from the front setback requirement. The R-1A required setback is 20 feet; as proposed, the minimum front setback for the new units is proposed as 15 feet. For new development in the R-1A zone is not unusual for staff to approve reduced front setbacks. The reduced front setbacks proposed for this project do not affect the required 12.5 foot utilities easement, provide for additional rear yard private open space, and are compatible with the residential development surrounding the site.

In evaluating the house plans and the site plan, the Commission is required to make the following findings

1. The design, layout, and physical characteristics of the proposed development are consistent with the general plan and any applicable specific plan or transit village plan, in that it is consistent with the goals and policies of the general plan land use designation of Suburban Neighborhood Low Density. The proposed project will provide an additional ownership housing type that is compatible with the existing neighborhood.
2. The design, layout, and physical characteristics of proposed development are consistent with all applicable design guidelines. The proposed lots are consistent with the lot size standards for the R-1A zone, and the house plans and site plan are consistent with the intent of the lot development standards for the R-1A zone.
3. All streets and other public access ways and facilities, parking facilities, and utility infrastructure are adequate to serve the proposed development and comply with all applicable design guidelines and development standards, in that the project has been analyzed by City departments and it is determined that all streets and other public access ways utility infrastructure are adequate to serve the proposed development and comply with all applicable design guidelines and development standards.
4. The design, layout, and physical characteristics of the proposed development are visually and functionally compatible with the surrounding neighborhood, including the adjacent low density residential uses to the north and east and the residential condominiums to the south.
5. The design, layout, and physical characteristics of the proposed development ensure energy consumption is minimized and the use of renewable energy sources is encouraged.

The design, layout, and physical characteristics of the proposed development are not detrimental to the public health, safety, convenience, or welfare of persons residing, working, visiting, or recreating in the surrounding neighborhood and will not result in the creation of a nuisance in that: 1) the site provides adequate circulation for vehicles and pedestrians, 2) the project will provide adequate open space for each unit, and 3) the lot

sizes are compatible with the surrounding uses which include both single and multi-unit residential uses.



P14-055 Land Use Map Calistoga Subdivision



A. Ablog | 8.20.14

Petition

To: Calistoga Subdivision (P14-055)

We the Residents of Bateson Court, Splendid Way, and West Wing **OPPOSE** the construction of a pedestrian paseo connecting Cate Drive with Bateson Court to the East.

Name & Address

Phone Number

Name & Address	Phone Number
Rakesh Puri 15 Bateson Ct	(916) 975-2319
Tu Le 3 Bateson Ct	(916) 477-7772
Alban Lamb 7512 Splendid Way	916 682 277
Christabel Márquez 7505 Splendid Way	916.616.1784
Pratap Singh 7511 Splendid Way	8208-6736
Zod Brown 7518 Splendid Way	525-1286
Christina Her 7523 Splendid Way	682-9737
Allen Barron 7529 Splendid Way	896-0160
Uerovic Mate 7524 Splendid Way	916 879-6708
Brian Barredo 7499 Splendid Way	916 405 6173
Jammi Muter 7500 Splendid Way	916 534 5225
Julio Diaz 9 Bateson Ct.	(916) 833-9669

Resolution 2015-

Adopted by the Sacramento City Council

DETERMINING THE CALISTOGA SUBDIVISION PROJECT EXEMPT FROM REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (P14-055)

BACKGROUND

- A. On September 10, 2015 the Planning and Design Commission conducted a public hearing on, and forwarded to the City Council, a recommendation to approve the Rezone, Tentative Map, and Site Plan and Design Review.
- B. On November 10, 2105 the City Council conducted a public hearing, for which notice was given pursuant Sacramento City Code Section 17.812.030 (A) and (B) (publication, posting, and mail (300 feet)), and received and considered evidence concerning the Calistoga Subdivision Project.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

Section 1. Based on the determination and recommendation of the City's Environmental Planning Services Manager and the oral and documentary evidence received at the hearing on the Project, the City Council finds that the Project is exempt from review under Section 15332, Infill, of the California Environmental Quality Act Guidelines as follows:

- A. This project qualifies for an exemption from the provisions of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15332, class 32, Infill Development. This exemption applies to projects that are consistent with a General Plan, are located in an urbanized area on a site no larger than five acres, where the site has no value as habitat for special status species, where all services are available and where no significant effects related to traffic, noise, air quality or water quality would occur. The proposed project is consistent with the General Plan. It is proposed on a 5.00 acre parcel which has no value as habitat for endangered, rare or threatened species, all services are available, and its approval will not result in significant effects related to traffic, noise, air quality or water quality.
- B. There are no unusual circumstances that could result in a significant effect.
- c. Any cumulative effects that could result from the action have been identified and evaluated in the Master environmental impact report (EIR) certified in connection with adoption of the 2035 General Plan.

ORDINANCE NO 2015-

Adopted by the Sacramento City Council

**AMENDING TITLE 17 OF THE SACRAMENTO CITY CODE
BY REZONING 5.0± ACRES FROM THE SINGLE-UNIT DWELLING (R-1) ZONE TO
5.0± ACRES OF SINGLE AND DUPLEX DWELLING UNIT (R-1A) ZONE LOCATED
AT 8700 BRUCEVILLE ROAD (P14-055)**

BE IT ENACTED BY THE COUNCIL OF THE CITY OF SACRAMENTO:

SECTION 1

As used in this ordinance, “**Property**” means the real property described in Exhibit A and depicted in the attached Rezone Exhibit B consisting of 5.0± acres and generally described as referred to as the Calistoga Subdivision (APN:117-0212-046-000).

SECTION 2

Title 17 of the Sacramento City Code (“the Planning and Development Code”) is hereby amended by rezoning the Single-Unit Residential Review (R-1) zone to Single-unit or Duplex Dwelling (R-1A) zone.

SECTION 3

The rezoning of the Property by this ordinance is consistent with the applicable general plan land use designation, use, and development standards; the goals, policies, and other provisions of the general plan; and any applicable specific plan. The amendment promotes the public health, safety, convenience, and welfare of the city.

SECTION 4

The City Clerk of the City of Sacramento is hereby directed to amend the official zoning map, which is a part of the Planning and Development Code, to conform to the provisions of this Ordinance.

Table of Contents:

Exhibit A: Legal Description

Exhibit B: Rezone Exhibit

Exhibit A: Legal Description

LEGAL DISCRPTION:

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF SACRAMENTO, CITY OF SACRAMENTO AND DESCRIBED AS FOLLOWS:

PORTION OF LOT 6 AS SAID LOT IS SHOWN AND SO DESIGNATED ON THAT PLAT ENTITLED, "HEWITT SUBDIVISION NO. 1", FILED FOR RECORD IN BOOK 13 OF MAPS AT PAGE 43 OF THE OFFICIAL RECORDS OF SACRAMENTO COUNTY, AND BEING PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 6; THENCE FROM SAID POINT OF BEGINNING, ALONG THE WESTERLY LINE OF SAID LOT NORTH 00 DEGREES 28' 00" WEST A DISTANCE OF 330.00 FEET; THENCE LEAVING SAID WESTERLY LINE NORTH 89 DEGREES 32'00" EAST A DISTANCE OF 660.00 FEET; THENCE SOUTH 00 DEGREES 28' 00" EAST A DISTANCE OF 330.00 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 6; THENCE WESTERLY THEREON, SOUTH 89 DEGREES 32' 00" WEST A DISTANCE OF 660.00 FEET TO THE POINT OF BEGINNING.

ASSESSOR'S PARCEL NUMBER (APN): 117-0212-046-0000

Exhibit A: Rezone Exhibit

Rezone
Calistoga Subdivision
September 10, 2015

Existing



APN: 117-0212-046-0000

Acres: ±5.00 gross, ±4.46 net

Zone: Single-Unit Dwelling (R-1-R)

Proposed



APN: 117-0212-046-000

Acres: ±5.00 gross, ±4.46 net

Zone: Single-Unit or Duplex (R-1A)

Exhibit A: Legal Description

LEGAL DISCRIPTION:

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF SACRAMENTO, CITY OF SACRAMENTO AND DESCRIBED AS FOLLOWS:

PORTION OF LOT 6 AS SAID LOT IS SHOWN AND SO DESIGNATED ON THAT PLAT ENTITLED, "HEWITT SUBDIVISION NO. 1", FILED FOR RECORD IN BOOK 13 OF MAPS AT PAGE 43 OF THE OFFICIAL RECORDS OF SACRAMENTO COUNTY, AND BEING PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 6; THENCE FROM SAID POINT OF BEGINNING, ALONG THE WESTERLY LINE OF SAID LOT NORTH 00 DEGREES 28' 00" WEST A DISTANCE OF 330.00 FEET; THENCE LEAVING SAID WESTERLY LINE NORTH 89 DEGREES 32'00" EAST A DISTANCE OF 660.00 FEET; THENCE SOUTH 00 DEGREES 28' 00" EAST A DISTANCE OF 330.00 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 6; THENCE WESTERLY THEREON, SOUTH 89 DEGREES 32' 00" WEST A DISTANCE OF 660.00 FEET TO THE POINT OF BEGINNING.

ASSESSOR'S PARCEL NUMBER (APN): 117-0212-046-0000

Exhibit B: Rezone Exhibit

Rezone
Calistoga Subdivision
September 10, 2015

Proposed



APN: 117-0212-046-000

Acres: ±5.00 gross, ±4.46 net

Zone: Single-Unit or Duplex (R-1A)

Existing



APN: 117-0212-046-0000

Acres: ±5.00 gross, ±4.46 net

Zone: Single-Unit Dwelling (R-1-R)

RESOLUTION NO. 2015-

Adopted by the City of Sacramento

**RESOLUTION APPROVING
THE CALISTOGA SUBDIVISION PROJECT
(P14-055)**

BACKGROUND

- A. On September 10, 2015, the Planning and Design Commission conducted a public hearing on the Calistoga Subdivision Project.
- B. On November 10, 2013, the City Council conducted a public hearing, for which notice was given pursuant to Sacramento City Code Sections 16.24.097 and 17.812.010(A)(2) (a), (b), and (c) (publication and mail 300 feet), and received and considered evidence concerning the Calistoga Subdivision Project.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

- Section 1. Based on the verbal and documentary evidence received at the hearing on the Calistoga Subdivision Project, the City Council approves the Tentative Map for 35 residential lots and Site Plan and Design Review is based on the Findings of Fact as set forth below.
- Section 2. The City Council approves the Project entitlements based on the following findings of fact:
 - A. The **Tentative Map** to subdivide 5.0 acres into 35 residential lots and nine common area lots is **approved** based on the following Findings of Fact:
 - 1. None of the conditions described in Government Code Section 66474, subsection (a) through (g) inclusive, exist with respect to the proposed subdivision.
 - a. The design and improvement of the proposed subdivision is consistent with the City's General Plan, all applicable community and specific plans, and Title 16 of the City Code, which is a specific plan of the City.
 - b. The site is physically suitable for the type of development proposed and suited for the proposed density.
 - c. The site is suited for the proposed density of the development.

- d. The design of the subdivision and the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife their habitat.
 - e. The design of the subdivision and the type of improvements are not likely to cause serious public health problems.
 - f. The design of the subdivision and the type of improvements will not conflict with easements, acquired by the public at large, for access through or use, of, property within the proposed subdivision.
 - g. The land is not subject to a contract entered into pursuant to the California Land Conservation Act of 1965 (commencing with Section 51200 of the Government Code).
- 2. The proposed subdivision, together with the provisions for its design and improvement, is consistent with the City's 3025 General Plan and Title 16 Subdivisions of the City Code, which is a specific plan of the City (Gov. Code §66473.5).
 - 3. The discharge of waste from the proposed subdivision into the existing community sewer system will not result in a violation of the applicable waste discharge requirements prescribed by the California Regional Water Quality Board, Central Valley Region, in that existing treatment plants have a design capacity adequate to service the proposed subdivision (Gov. Code §66474.6).
 - 4. The design of the proposed subdivision provides, to the extent feasible, for future passive or natural heating and cooling opportunities (Gov. Code §66473.1).
 - 5. The Planning and Design Commission has considered the effect of the approval of this tentative map on the ownership housing needs of the region and has balanced these needs against the public service needs of its residents and available fiscal and environmental resources (Gov. Code §66412.3).
- B. **Site Plan and Design Review** with deviations for three new single-unit residential plans and the tentative map is **approved** based on the following Findings of Fact:

1. The design, layout, and physical characteristics of the proposed development are consistent with the general plan and any applicable specific plan or transit village plan, in that it is consistent with the goals and policies of the general plan land use designation of Suburban Neighborhood Low Density. The proposed project will provide an additional ownership housing type that is compatible with the existing neighborhood.
2. The design, layout, and physical characteristics of proposed development are consistent with all applicable design guidelines. The proposed lots are consistent with the lot size standards for the R-1A zone, and the house plans and site plan are consistent with the intent of the lot development standards for the R-1A zone.
3. All streets and other public access ways and facilities, parking facilities, and utility infrastructure are adequate to serve the proposed development and comply with all applicable design guidelines and development standards, in that the project has been analyzed by City departments and it is determined that all streets and other public access ways utility infrastructure are adequate to serve the proposed development and comply with all applicable design guidelines and development standards.
4. The design, layout, and physical characteristics of the proposed development are visually and functionally compatible with the surrounding neighborhood, including the adjacent low density residential uses to the north and east and the residential condominiums to the south.
5. The design, layout, and physical characteristics of the proposed development ensure energy consumption is minimized and the use of renewable energy sources is encouraged.
6. The design, layout, and physical characteristics of the proposed development are not detrimental to the public health, safety, convenience, or welfare of persons residing, working, visiting, or recreating in the surrounding neighborhood and will not result in the creation of a nuisance in that: 1) the site provides adequate circulation for vehicles and pedestrians, 2) the project will provide adequate open space for each unit, and 3) the lot sizes are compatible with the surrounding uses which include both single and multi-unit residential uses.

Section 3. The City Council approves the project to subdivide 35 single family residential units lots based on the following Conditions of Approval:

The applicant shall satisfy each of the following conditions prior to filing the Final Map unless a different time for compliance is specifically stated in these conditions. Any condition requiring an improvement that has already been designed and secured under a City Approved improvement agreement may be considered satisfied at the discretion of the Department of Public Works.

NOTE: These conditions shall supersede any contradictory information shown on the Tentative Map. The design of any improvement not covered by these conditions shall be to City standard.

The City strongly encourages the applicant to thoroughly discuss the conditions of approval for the project with their Engineer/Land Surveyor consultants prior to the Planning and Design Commission's approval. The improvements required of a Tentative Map can be costly and are completely dependent upon the condition of the existing improvements. Careful evaluation of the potential cost of the improvements required by the City will enable the applicant to ask questions of the City prior to project approval and will result in a smoother plan check process after project approval.

GENERAL: All Projects

- A1. Pay off existing assessments, or file the necessary segregation requests and fees to segregate existing assessments.
- A2. Pursuant to City Code Section 16.40.190, indicate easements on the Final Map to allow for the placement of centralized mail delivery units. The specific locations for such easements shall be subject to review and approval of the Department of Public Works after consultation with the U.S. Postal Service.
- A3. Show all continuing and proposed/required easements on the Final Map.

JCPA: Special Conditions

- A4. Improvement plans shall be consistent with the Infrastructure and Utilities Plan, and the Drainage Master Plan that will provide for ultimate development of the Jacinto Creek Planning Area (JCPA).
- A5. The Applicant shall participate in the JCPA Financing Plan.

- A6. Place a two inch (minimum) sleeve(s) under the sidewalks for each single family lot along Cate Court, adjacent to single family residences in order to allow for landscaping and irrigation of the required landscape planter. Sleeves shall be placed at the time sidewalks are constructed. Landscaping may be deferred until construction of the homes.
- A7. Comply with all requirements listed in the Cosumnes Annexation Agreement to the satisfaction of the Infrastructure Financing Section of the Sacramento County Public Works Department.

Public Works: contact Zarah Lacson, (916) 808-8494

- A8. Submit a Geotechnical Analysis prepared by a registered engineer to be used in street design. The analysis shall identify and recommend solutions for groundwater related problems, which may occur within both the subdivision lots and public right-of-way. Construct appropriate facilities to alleviate those problems. As a result of the analysis street sections shall be designed to provide for stabilized subgrades and pavement sections under high groundwater conditions.
- A9. Construct standard subdivision improvements as noted in these conditions pursuant to section 16.48.110 of the City Code. All improvements shall be designed and constructed to the satisfaction of the Department of Public Works. Improvements required shall be determined by the city. The City shall determine improvements required for each phase prior to recordation of each phase. Any public improvement not specifically noted in these conditions or on the Tentative Map shall be designed and constructed to City standards. This shall include street lighting and the repair or replacement/reconstruction of any existing deteriorated curb, gutter and sidewalk adjacent to the subject property per City standards to the satisfaction of the Department of Public Works.
- A10. Dedicate sufficient right-of-way and construct Bruceville Road adjacent to the subject property to a 6-lane arterial (121-foot right-of-way) street cross-section per City standards to the satisfaction of the Department of Public Works.
- A11. Dedicate sufficient right-of-way and construct a deceleration lane along Bruceville Road adjacent to the subject property per City standards to the satisfaction of the Department of Public Works.

- A12. All right-of-way and street improvement transitions that result from changing the right-of-way of any street shall be located, designed and constructed to the satisfaction of the Department of Public Works. The center lines of such streets shall be aligned.
- A13. The design and placement of walls, fences, signs and Landscaping near intersections and driveways shall allow stopping sight distance per Caltrans standards and comply with City Code Section 12.28.010 (25' sight triangle). Walls shall be set back 3' behind the sight line needed for stopping sight distance to allow sufficient room for pilasters. Landscaping in the area required for adequate stopping sight distance shall be limited 3.5' in height. The area of exclusion shall be determined by the Department of Public Works.
- A14. Construct A.D.A. compliant ramps at the intersection of Bruceville Road and Cate Court per City standards to the satisfaction of the Department of Public Works.
- A15. The applicant shall make provisions for bus stops, shelters, transit centers, etc. to the satisfaction of Regional Transit.
- A16. The applicant shall dedicate (if necessary) and construct bus turn-outs for all bus stops adjacent to the subject site to the satisfaction of the Department of Public Works.

Public Works: Private Streets

- A17. Design private streets to meet the City standards. Private streets shall be inspected to the satisfaction of the Department of Public Works.
- A18. Cate Court shall be designed and constructed as a 61-ft wide (measured from back of walk to back of walk) private street for the first 100-ft in length as shown on the map. After the first 100-ft length, Cate Court shall transition into a City standard 53-ft street cross-section. The design and construction of Cate Court shall be per City standards to the satisfaction of the Department of Public Works.
- A19. Design and construct Lots 2, 3, 4, and 5 as shown on the map per City standards (structural section only) to the satisfaction of the Department of Public Works.

SMUD: contact Ron Lehman, (916) 732-6967

- A20. Dedicate a 12.5-foot public utility easement for underground/overhead facilities and appurtenances adjacent to all public street rights of ways.
- A21. Maintain existing 12kV underground route on the west side of the parcel along Bruceville Road.
- A22. To ensure adequate access to SMUD equipment, all paved surfaces shall be accessible to a 26,000 pound SMUD service vehicle in all weather conditions. The placement of SMUD equipment shall be no further than 15-feet from said drivable surface that has a minimum width of 20-feet.
- A23. In the event they are needed, the developer shall dedicate any private drives, ingress and egress easement, or Irrevocable Offer of Dedication (and 10-foot adjacent thereto) as a public utility easement for overhead and underground facilities and appurtenances.

SASD: contact Amandeep Singh (916) 876-6296

- A24. Connection to the District's sewer system shall be required to the satisfaction of the District. District Design Standards apply to any on and off-site sewer construction.
- A25. Each parcel with a sewage source shall have a separate connection to the District 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 the District public sewer line.
- A26. In order to obtain sewer service, construction of District sewer infrastructure will be required.
- A27. Sewer easements will be required. All sewer easements shall be dedicated to the District, in a form approved by the District Engineer. All District sewer easements shall be at least 20 feet in width and ensure continuous access for installation and maintenance. The District will provide maintenance only in public right-of-ways and in easements dedicated to the District.
- A28. The District requires their sewers to be located a minimum of 10 feet (measured horizontally from edge of pipe to edge of pipe) from

all potable water lines. Separation of sewer line from other parallel utilities, such as storm drain and other 'dry' utilities (electrical, telephone, cable, etc.) shall be a minimum of 7 feet (measured horizontally from the center of pipe to the center of pipe). Any deviation from the above separation due to depth and roadway width must be approved by the District on a case by case basis.

- A29. Developing this property will require the payment of sewer impact fees (connection fees). Impact fees shall be paid prior to issuance of Building Permits. Applicant should contact the Fee Quote Desk at 876-6100 for sewer impact fee information.

UTILITIES: contact Yanelis Rios (916) 808-8891

- A30. The applicant shall grant and reserve easements as needed, for water, drainage and sanitary sewer facilities, and for surface storm drainage, at no cost at or before the time of sale or other conveyance of any parcel or lot. A note stating the following shall be placed on the Final Map: "Reciprocal easements for ingress/egress, parking, utilities, drainage, water and sanitary sewer facilities, and surface storm drainage shall be granted and reserved, as necessary and at no cost, at or before the time of sale or conveyance of any parcel shown in this map."

Fire: contact King Tunson, (916) 808-1358

- A31. All turning radii for fire access shall be designed as 35' inside and 55' outside. CFC 503.2.4. *This shall apply to all private roads.*
- A32. All turning radii for fire access shall be designed as 35' inside and 55' outside. CFC 503.2.4
- A33. Roads used for Fire Department access shall have an unobstructed width of not less than 20' and unobstructed vertical clearance of 13'6" or more. CFC 503.2.1
- A34. Fire Apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be surfaced so as to provide all-weather driving capabilities. CFC 503.2.3
- A35. Provide the required fire hydrants in accordance with CFC 507 and Appendix C, Section C105.

Special Districts: contact Diane Morrison, (916) 808-7535

- A36. **Maintenance District:** The applicant shall initiate and complete the formation of a parks maintenance district (assessment or Mello-Roos special tax district), annex the project into an existing parks maintenance district, form an endowment, or other means of mitigating the impact of the project on the park system to the satisfaction of the City Attorney’s Office. The applicant shall pay all city fees for formation of or annexation to a parks maintenance district. (Contact Public Improvement Financing, Special Districts Project Manager. In assessment districts, the cost of neighborhood park maintenance is equitably spread on the basis of special benefit. In special tax districts, the cost of neighborhood park maintenance is spread based upon the hearing report, which specifies the tax rate and method of apportionment.)
- A37. Dedicate in the form of an Irrevocable Offer of Dedication (IOD) in fee title to the City those areas identified on the Tentative Subdivision Map as Landscape Corridors (Lots A and B). Annex the project area to the appropriate Landscape Maintenance District, or other financing mechanism acceptable to the City, prior to recordation of the Final Map. Design and construct landscaping, irrigation and masonry walls (or wood fences) in dedicated easements or rights of way, to the satisfaction of the Community Development Department. Acceptance of the required landscaping, irrigation and walls or fences by the City into the Landscape Maintenance District shall be coordinated with the Department of Public Works (Special Districts and Development Services). The Developer shall maintain the landscaping, irrigation and walls for two years or until acceptance by the City into the District (whichever is less). The two year period shall begin following the issuance of a notice of completion by the City for the landscaping, irrigation and walls or fences.

Parks: contact Mary de Beauvieres, (916) 808-8722

- A38. **Payment of In-lieu Park Fee:** Pursuant to Sacramento City Code (SCC), Chapter 16.64 (Parkland Dedication) the applicant shall pay to City an in-lieu park fee in the amount determined under SCC §§16.64.040 and 16.64.050 equal to the value of land prescribed for dedication under 16.64.030 and not satisfied by dedication (see Advisory Note).

Miscellaneous

- A39. Title to any property required to be dedicated to the City in fee shall be conveyed free and clear of all rights, restrictions, easements,

impediments, encumbrances, liens, taxes, assessments or other security interests of any kind (hereafter collectively referred to as "Encumbrances"), except as provided herein. The applicant shall take all actions necessary to remove any and all Encumbrances prior to approval of the Final Map and acceptance of the dedication by City, except that the applicant shall not be required to remove Encumbrances of record, including but not limited to easements or rights-of-way for public roads or public utilities, which, in the sole and exclusive judgment of the City, cannot be removed and/or would not interfere with the City's future use of the property. The applicant shall provide title insurance with the City as the named beneficiary assuring the conveyance of such title to City.

- A40. Form a Homeowner's Association. CC&R's shall be approved by the City and recorded assuring maintenance of private roadway(s). The Homeowner's Association shall maintain all private streets, lights, sewers, drains, water systems, landscaping, sound walls and common areas.

Advisory Notes:

The following advisory notes are informational in nature and are not a requirement of this Tentative Map:

- A41. If unusual amounts of bone, stone, or artifacts are uncovered, work within 50 meters of the area will cease immediately and a qualified archaeologist shall be consulted to develop, if necessary, further mitigation measures to reduce any archaeological impact to a less than significant effect before construction resumes. A note shall be placed on the final improvement plans referencing this condition.
- A42. Applicant shall participate in the Jacinto Creek Planning Area (JCPA) Finance Plan and pay all required fees.
- A43. Public water and drainage mains may only be installed in public roads.
- A44. If the project does not provide internal public roads it will require a common private water system and shall have an approved back flow preventer installed at the point of service. Each lot shall be metered and appropriate easements shall be granted to the satisfaction of the Utilities for the purposes of maintaining and meter reading.
- A45. Prior to design of the subject project, the applicant will be required

to obtain a water supply test to determine what pressure and flows the surrounding public water distribution system can provide to the site. This information can then be used to assist the engineers in the design of the on-site fire suppression system.

- A46. Per City Code, the Subdivider may not develop the project in any way that obstructs, impedes, or interferes with the natural flow of existing off-site drainage that crosses the property. Furthermore, all lots shall be graded so that drainage does not cross lot or property lines. The project shall construct the required public and/or private infrastructure to handle runoff to the satisfaction of the Utilities. If private infrastructure is constructed to handle runoff, the applicant shall dedicate the required private easements and/or, at the discretion of the Utilities, the applicant shall enter into and record an Agreement for Maintenance of Drainage with the City, in a form acceptable to the City Attorney.
- A47. Prior to submittal of improvement plans, prepare drainage study for review and approval by the Utilities. The 10-year and 100-year hydraulic grade lines (HGL's) for this study shall be calculated using a City approved modeling program. Sufficient off-site and on-site spot elevations shall be provided in the drainage study to determine the direction of storm drain runoff. The drainage study shall include an overland flow release map for the proposed project.
- A48. The applicant must comply with the City of Sacramento's Grading, Erosion and Sediment Control Ordinance. This ordinance requires the applicant to show erosion and sediment control methods on the subdivision improvement plans. These plans shall also show the methods to control urban runoff pollution from the project site during construction.
- A49. This project will disturb greater than 1 acre of property, therefore the project is required to comply with the State "NPDES General Permit for Stormwater Discharges Associated with Construction Activity" (State Permit). To comply with the State Permit, the applicant will need to file a Notice of Intent (NOI) with the State Water Resources Control Board (SWRCB) and prepare a Stormwater Pollution Prevention Plan (SWPPP) prior to construction. A copy of the State Permit and NOI may be obtained at www.swrcb.ca.gov/stormwtr/construction.html. The SWPPP will be reviewed by the Department of Utilities prior to issuing a grading permit or approval of improvement plans to assure that the following items are included: 1) vicinity map, 2) site map, 3) list of potential pollutant sources, 4) type and location of erosion and sediment BMPs, 5) name and phone number of person responsible

for SWPPP, and 6) certification by property owner or authorized representative.

- A50. The proposed development is located within Sacramento Area Sewer District (SASD). Satisfy all SASD requirements.
- A51. Any use of District sewer easements, which is not compatible or interferes with the construction, reconstruction, operation, maintenance, or repair of the District's sanitary sewer(s), shall not be allowed. Each proposed use shall be reviewed and approved in writing by the District Engineer prior to the use of the easement by the Grantor. This includes landscaping.
- A52. To maintain adequate trench integrity, building foundations must have a minimum clearance of five-feet to a SMUD trench placed within the PUE. Developer to verify with other utilities for their specific clearance requirements.
- A53. Structural setbacks of less than 14-feet may create clearance issues. The developer shall meet with all the utilities to ensure adequate setbacks are maintained.
- A54. As per City Code, the applicant will be responsible to meet his/her obligations regarding:
 - a. Title 16, 16.64 Park Dedication / In Lieu (Quimby) Fees, due prior to recordation of the final map. The Quimby fee due for this project is estimated at \$187,110. This is based on 35 new single-family residential units and an average land value of \$330,000 per acre for the South Area Community Plan Area, plus an additional 20% for off-site park infrastructure improvements. Any change in these factors will change the amount of the Quimby fee due. The final fee is calculated using factors at the time of payment.
 - b. Title 18, 18.44 Park Development Impact Fee (PIF), due at the time of issuance of building permit. The Park Development Impact Fee due for this project is estimated at \$208,670. This is based on 35 new single-family residential units at the standard rate of \$5,962 per single-family unit. Any change in these factors will change the amount of the PIF due. The fee is calculated using factors at the time that the project is submitted for building permit.
 - c. Community Facilities District 2002-02, Neighborhood Park Maintenance CFD Annexation.

A55. The Quimby fee estimate (above) is based on an average land value of \$330,000 per acre for the South Area Community Plan Area. The developer may also have the land value determined by completing an appraisal of the subject property. Please see section 16.64.050 of the City Code for more information on the appraisal valuation method. City Real Estate staff costs and the cost of preparing the appraisal will be the developer’s responsibility.

E. Site Plan Review for review of the tentative map is **approved** based on the following Conditions of Approval:

- B1. The site plan and elevations shall be in conformance with the attached plans, except as conditioned. Any modifications in the design, materials, or colors from this approval shall be submitted to the Current Planning Division for review and determination for further actions.
- B2. Exterior materials shall be provided per approved plans including stucco with wood or composite detail.
- B3. Final landscaping shall be submitted for review prior to the issuance of building permits.
- B4. A solid masonry wall shall be constructed adjacent to the eastern property boundary of Lot 25 to match the existing wall to the south. The final location of the wall shall be subject to approval of Planning Staff.
- B5. This approval shall expire in three years from the approval date.

Table of Contents:

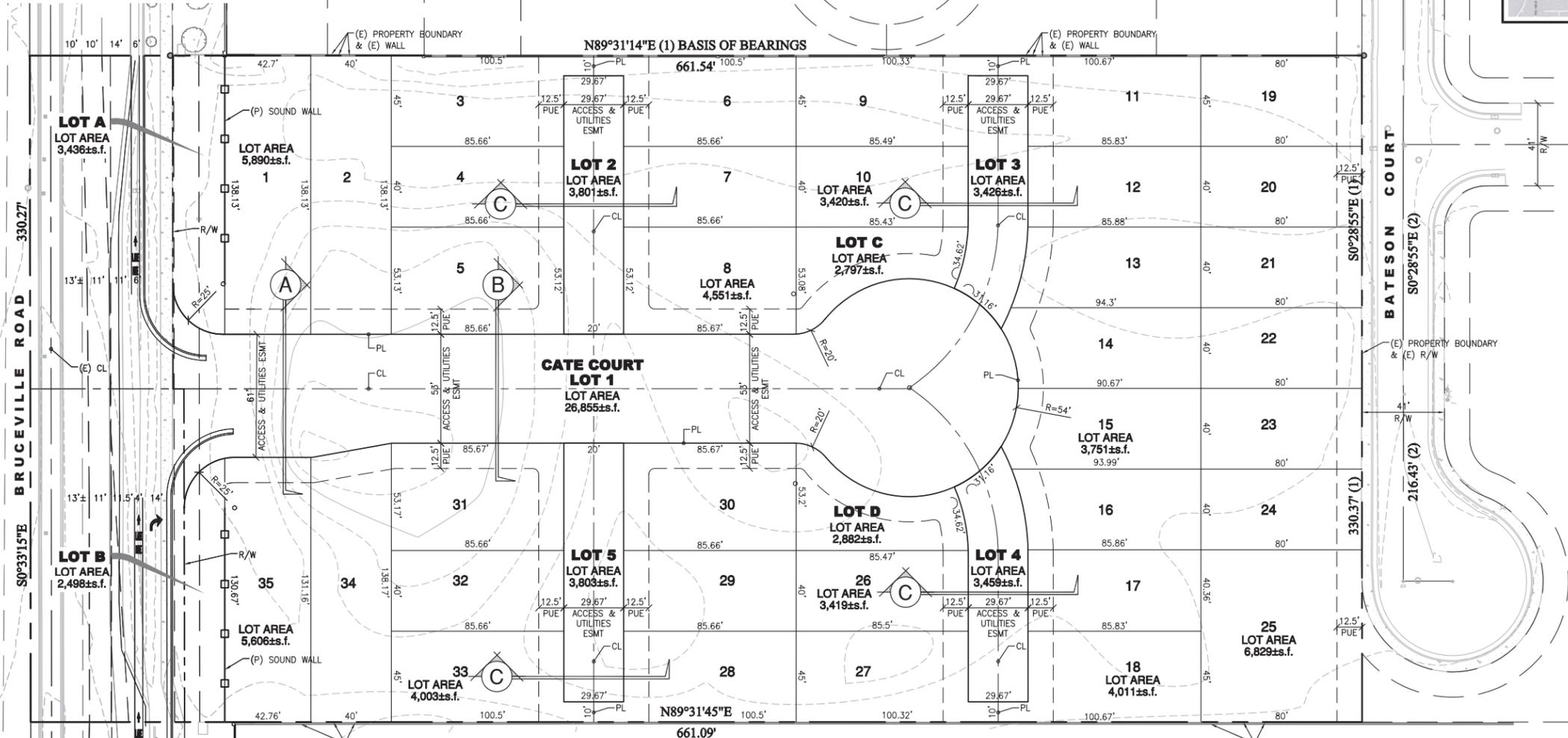
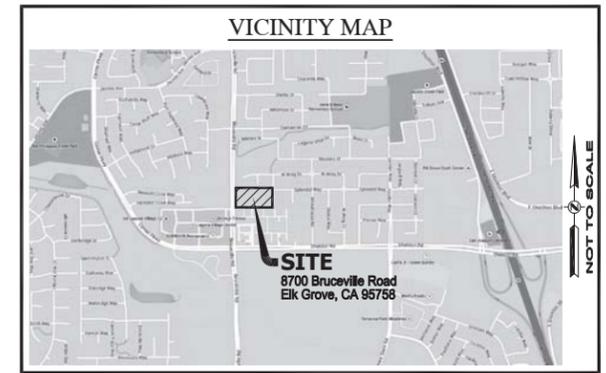
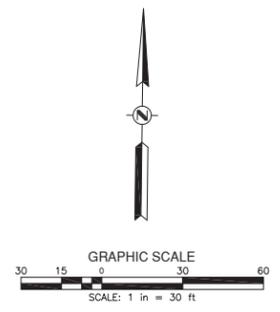
Exhibit A	Tentative Map
Exhibit B	Site Plan
Exhibit C	House Plans

Tentative Subdivision Map for Calistoga Subdivision

City of Sacramento ~ California

LEGAL DESCRIPTION:
 THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF SACRAMENTO, CITY OF ELK GROVE AND DESCRIBED AS FOLLOWS:
 PORTION OF LOT 6 AS SAID LOT IS SHOWN AND SO DESIGNATED ON THAT PLAT ENTITLED, "HEWITT SUBDIVISION NO. 1", FILED FOR RECORD IN BOOK 13 OF MAPS AT PAGE 43 OF THE OFFICIAL RECORDS OF SACRAMENTO COUNTY, AND BEING PARTICULARLY DESCRIBED AS FOLLOWS:
 BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 6; THENCE FROM SAID POINT OF BEGINNING, ALONG THE WESTERLY LINE OF SAID LOT NORTH 00 DEGREES 28' 00" WEST A DISTANCE OF 330.00 FEET; THENCE LEAVING SAID WESTERLY LINE NORTH 89 DEGREES 32'00" EAST A DISTANCE OF 660.00 FEET; THENCE SOUTH 00 DEGREES 28' 00" EAST A DISTANCE OF 330.00 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 6; THENCE WESTERLY THEREON, SOUTH 89 DEGREES 32' 00" WEST A DISTANCE OF 660.00 FEET TO THE POINT OF BEGINNING.

ASSESSOR'S PARCEL NUMBER (APN): 117-0212-046-0000



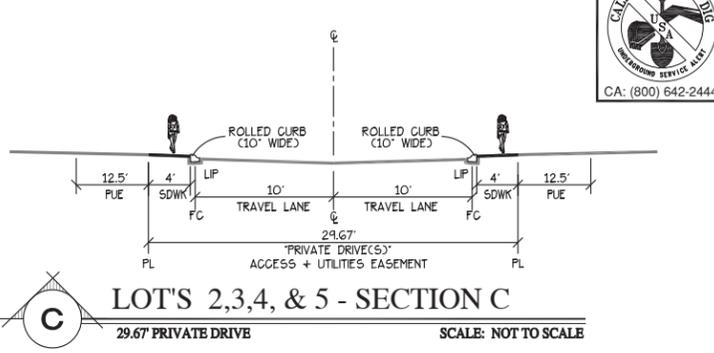
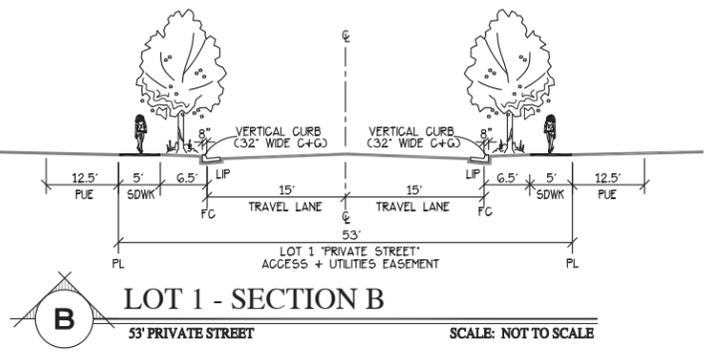
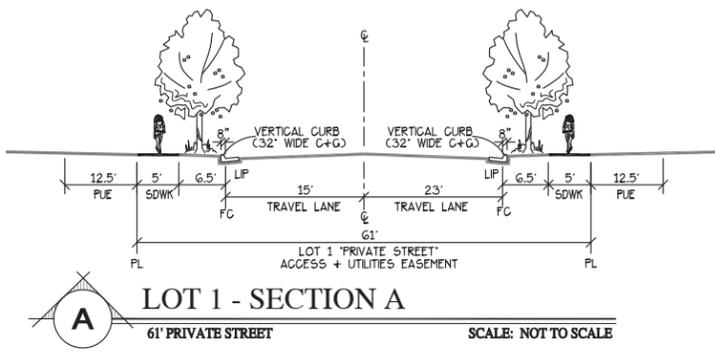
- FIRE DISTRICT:**
CITY OF SACRAMENTO
- POLICE DISTRICT:**
SACRAMENTO POLICE DEPARTMENT
- SCHOOL DISTRICT:**
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
- PARK DISTRICT:**
CITY OF SACRAMENTO
- WATER DISTRICT:**
CITY OF SACRAMENTO WATER
- REFUSE DISTRICT:**
CITY OF SACRAMENTO SOLID WASTE SERVICES
- STORM DRAIN DISTRICT:**
CITY OF SACRAMENTO
- SANITARY SEWER DISTRICT:**
SRCSO
- EXISTING ZONING & USE:**
R1 - SINGLE FAMILY RESIDENTIAL
- PROPOSED ZONING & USE:**
R1A - SINGLE FAMILY RESIDENTIAL
- NUMBER OF LOTS**

EXISTING:	PROPOSED:
1 LOT	35 RESIDENTIAL LOTS
	2 COMMON USE LOTS (LOTS C & D)
	5 PRIVATE DRIVE (LOTS 1 THRU 5)

- PARCEL AREA:**

EXISTING PROPERTY ~	NET:	4.46 AC / 194,183.63 S.F.
PROP. PROPERTY ~	GROSS:	4.46 AC / 194,128.97 S.F.
	NET:	4.46 AC / 194,128.97 S.F.
PROP. PRIVATE DRIVES ~	GROSS:	SEE PLAN FOR AREAS
	NET:	SEE PLAN FOR AREAS

April 1st, 2015	Sheet 1 of 1
CHECKED: Igor Kravets & Ryan L. Ming	
DESIGNED: Igor Kravets & Ryan L. Ming	
DRAWN: Orest Kravets	
QUANTITIES: STAFF	

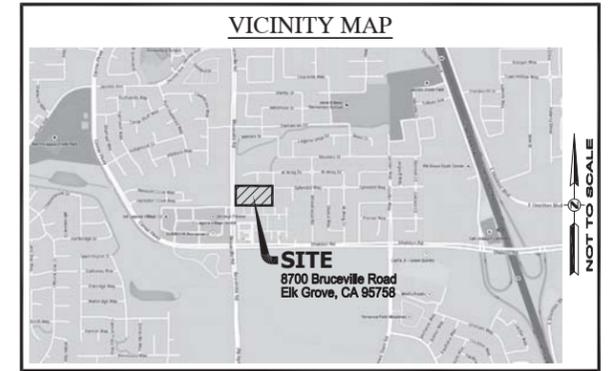


S:\A025\1714505 - 8700 BRUCEVILLE TSM (MCD)\CAD\TENTATIVE MAP 3RD SUB\1714505-CALISTOGA SUBDIVISION.TENTATIVE SUB MAP_15-0212_3RD 3

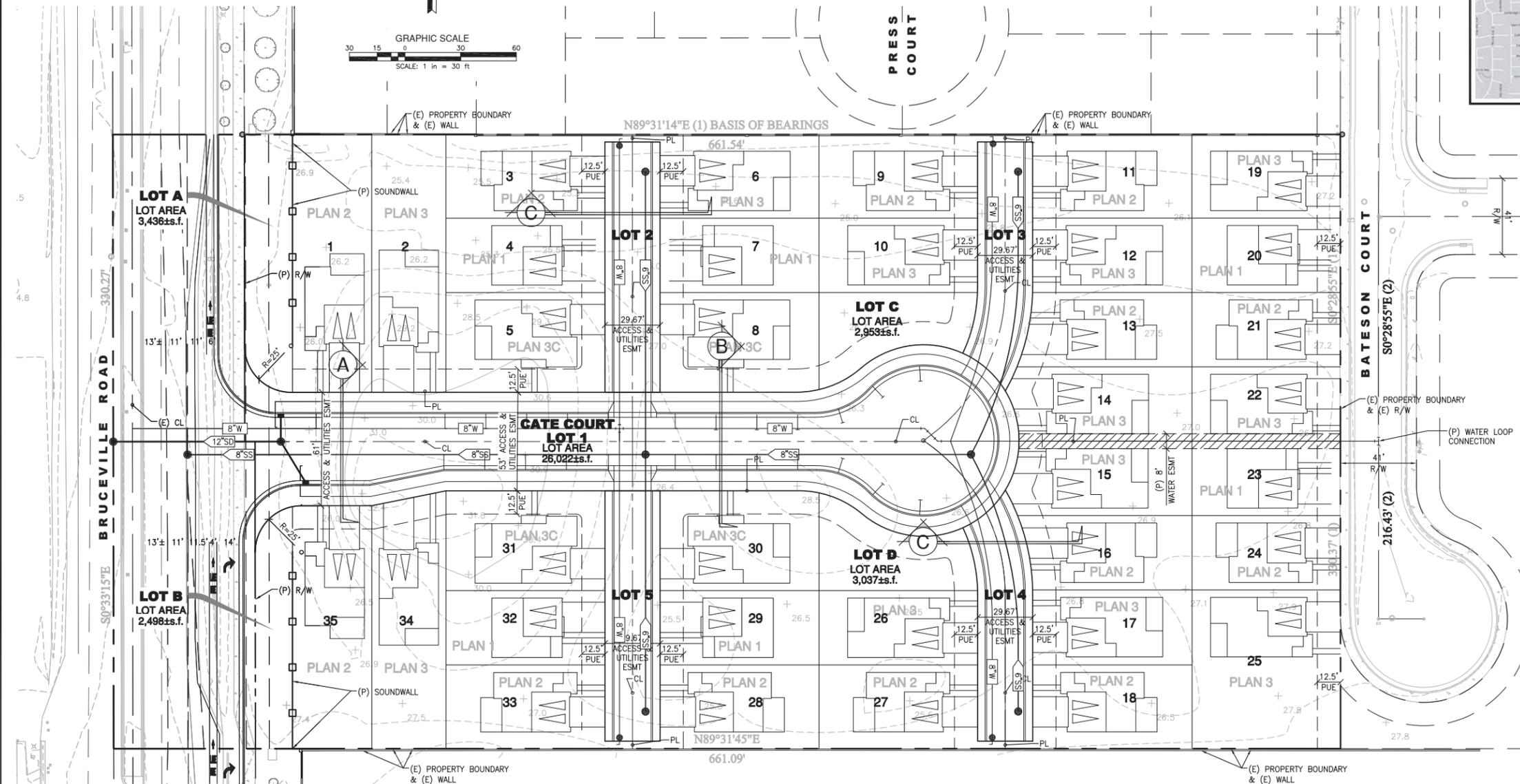
PRELIMINARY - NOT FOR CONSTRUCTION
 Job No: 1214505 - 8700 Bruceville Road, Sacramento CA
 April 1st, 2015 - Calistoga Subdivision - Tentative Subdivision Map - 3rd Sub to City

Preliminary Site Plan for Calistoga Subdivision

City of Sacramento ~ California



Job No: 1214509 - 8700 Bruceville Road, Sacramento CA



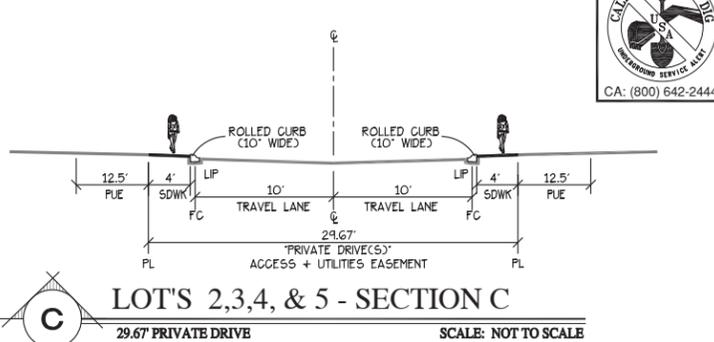
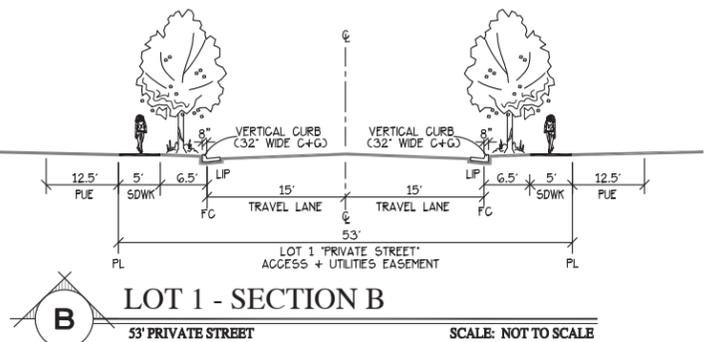
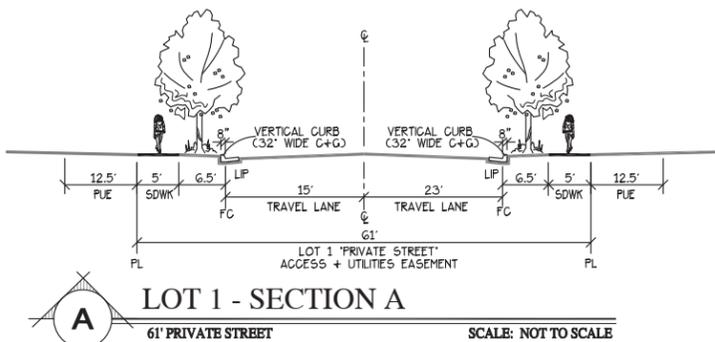
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POLICE DISTRICT:	SACRAMENTO POLICE DEPARTMENT
SCHOOL DISTRICT:	SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
PARK DISTRICT:	CITY OF SACRAMENTO
WATER DISTRICT:	CITY OF SACRAMENTO WATER
REFUSE DISTRICT:	CITY OF SACRAMENTO SOLID WASTE SERVICES
STORM DRAIN DISTRICT:	CITY OF SACRAMENTO
SANITARY SEWER DISTRICT:	SRCS
EXISTING ZONING & USE:	R1 - SINGLE FAMILY RESIDENTIAL
PROPOSED ZONING & USE:	R1A - SINGLE FAMILY RESIDENTIAL
NUMBER OF LOTS	
EXISTING:	1 LOT
PROPOSED:	35 RESIDENTIAL LOTS 2 COMMON USE LOTS (LOTS C & D) 5 PRIVATE DRIVE (LOTS 1 THRU 5)
PARCEL AREA:	
EXISTING PROPERTY ~	NET: 4.46 AC / 194,183.63 S.F.
PROP. PROPERTY ~	GROSS: 4.46 AC / 194,128.97 S.F. NET: 4.46 AC / 194,128.97 S.F.
PROP. PRIVATE DRIVES ~	GROSS: SEE PLAN FOR AREAS NET: SEE PLAN FOR AREAS
BUILDING SETBACKS:	
PROPOSED SETBACK ~	FRONT: 15' (TO HOUSE) 18' (TO GARAGE) SIDE: 4' REAR: 10'

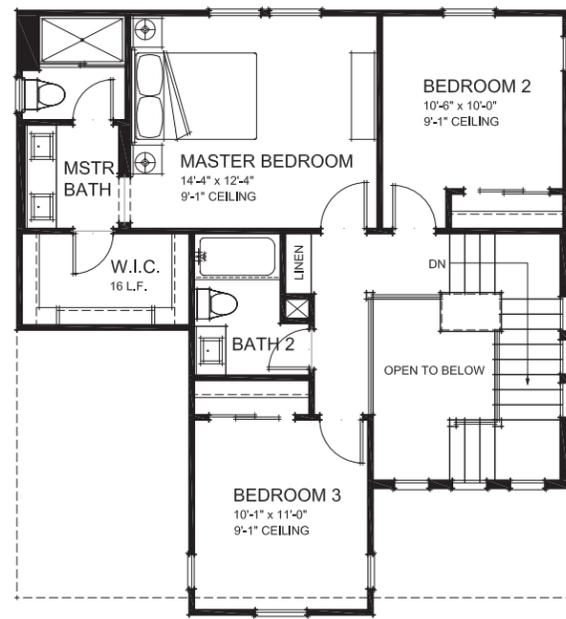
PRELIMINARY - NOT FOR CONSTRUCTION

April 1st, 2015	Sheet 1 of 1
CHECKED:	Igor Kravets & Ryan L. Ming
DESIGNED:	Igor Kravets & Ryan L. Ming
DRAWN:	Orest Kravets
QUANTITIES:	STAFF

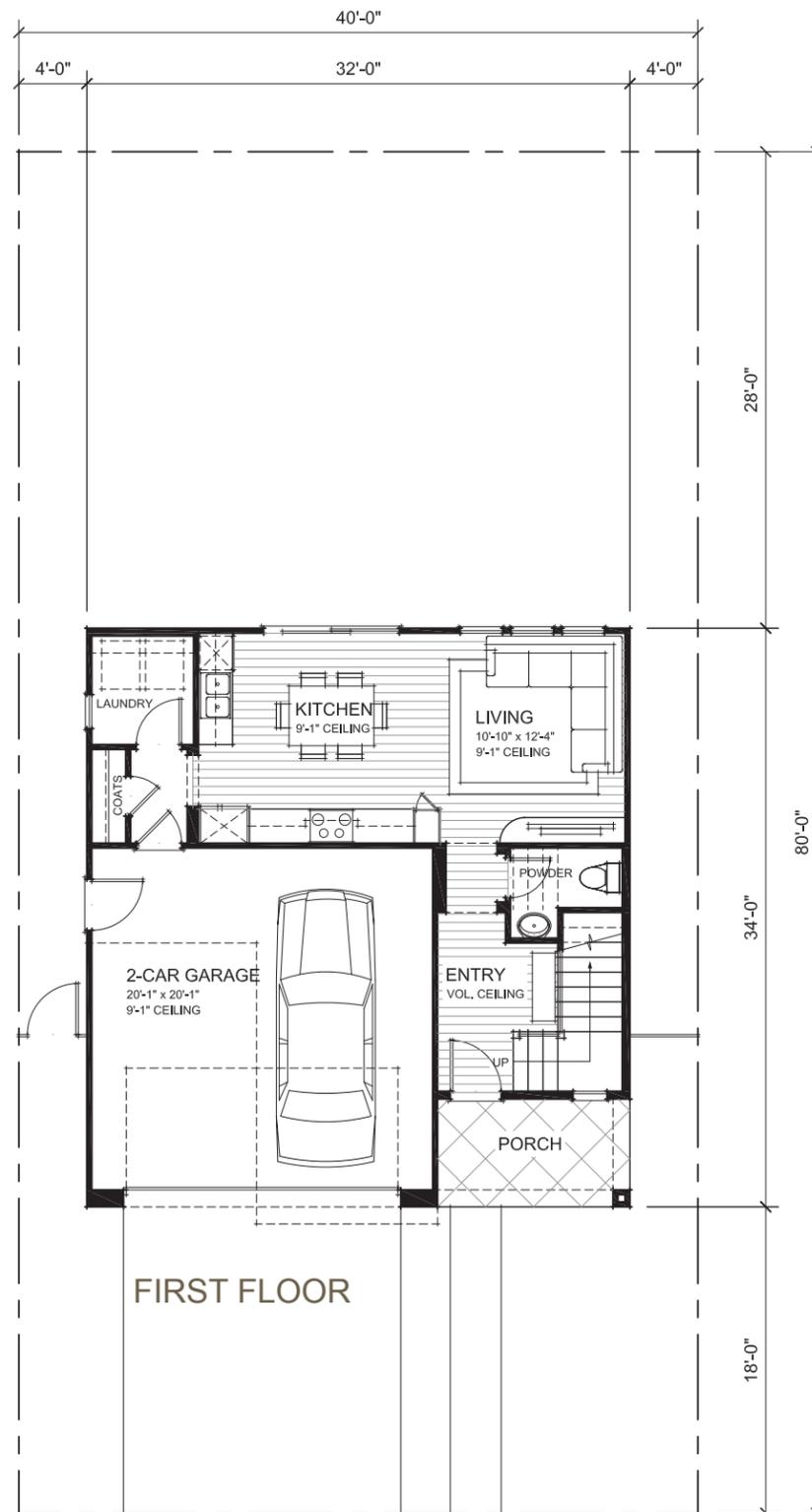


- GENERAL NOTES:**
- PROPOSED HOUSE PRINTS SHOWN ARE FOR REFERENCE ONLY AND SUBJECT TO REVISIONS/CHANGES UPON SUBMITTAL OF DESIGN REVIEW PACKAGE.
 - PROPOSED HOUSE DRIVEWAY LOCATIONS ARE SHOWN FOR REFERENCE ONLY AND SUBJECT TO REVISIONS/CHANGES UPON SUBMITTAL OF DESIGN REVIEW PACKAGE.





SECOND FLOOR



FIRST FLOOR

PLAN ONE
3 BEDROOMS / 2.5 BATHS

FIRST FLOOR:	585 SQ. FT.
SECOND FLOOR:	722 SQ. FT.
TOTAL:	1307 SQ. FT.
GARAGE:	448 SQ. FT.

PLAN ONE - BMR
FLOOR PLANS



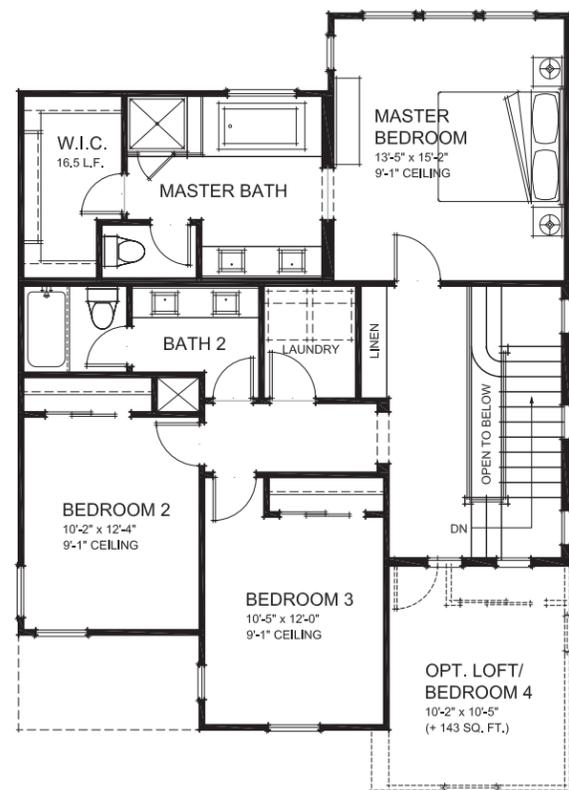
JOB NO. 1252.001
DATE 02-26-2015

5865 Owens Drive
Pleasanton, CA 94588
925-251-7200

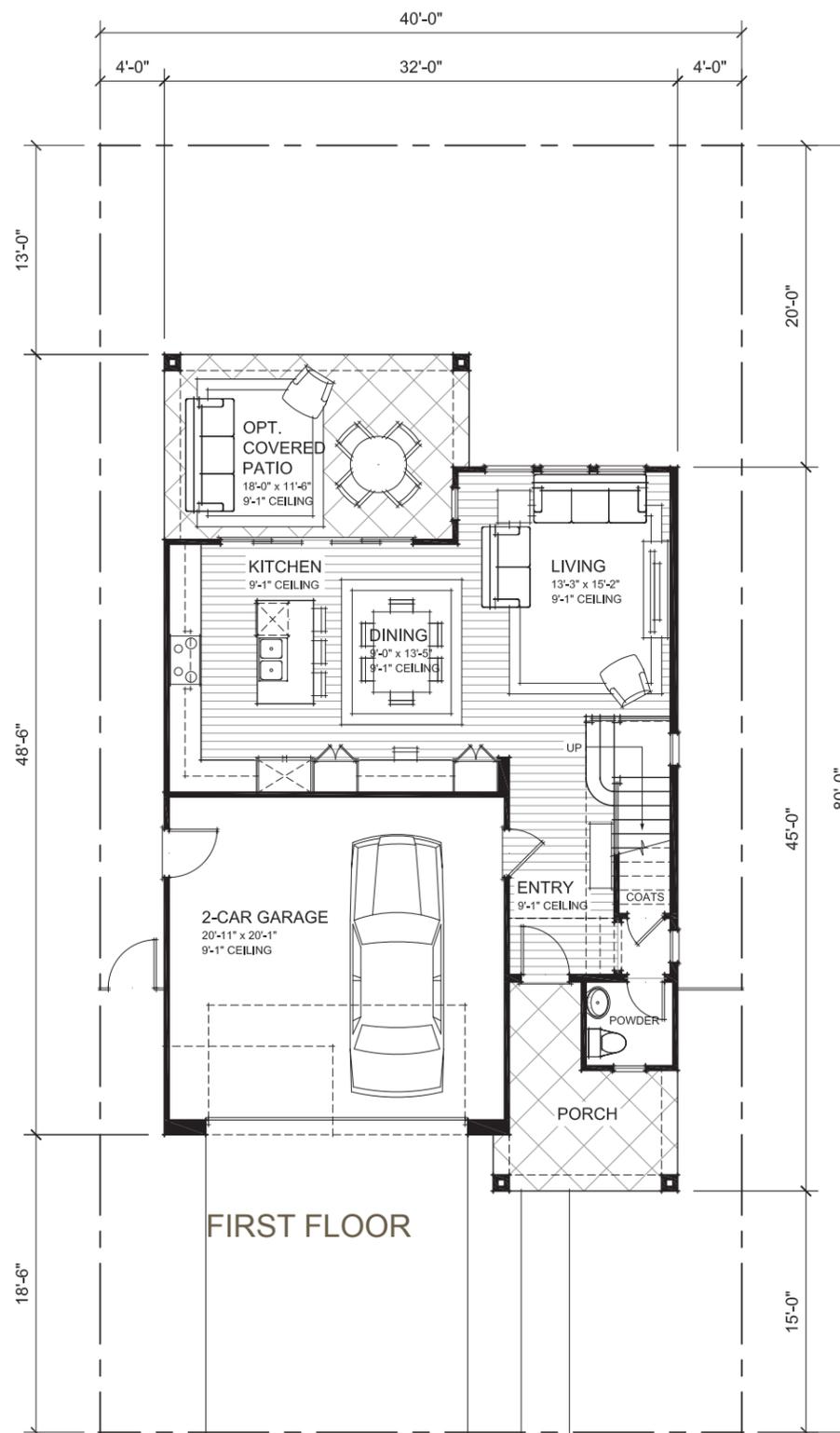


A.2

CALISTOGA IN SACRAMENTO, CALIFORNIA
BY NEXT GENERATION CAPITAL, LLC



SECOND FLOOR



FIRST FLOOR

PLAN TWO
3 BEDROOMS / 2.5 BATHS

FIRST FLOOR:	739 SQ. FT.
SECOND FLOOR:	1004 SQ. FT.
TOTAL:	1744 SQ. FT.
GARAGE:	448 SQ. FT.
OPT. LOFT/ BED 4:	+ 143 SQ. FT.

PLAN TWO
FLOOR PLANS

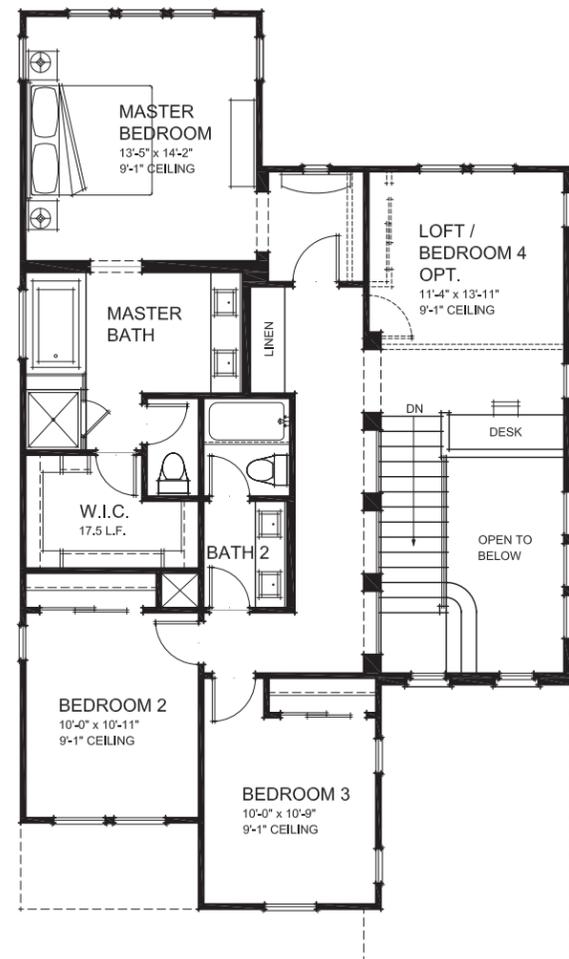


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DATE 02-26-2015
5865 Owens Drive
Pleasanton, CA 94588
925-251-7200

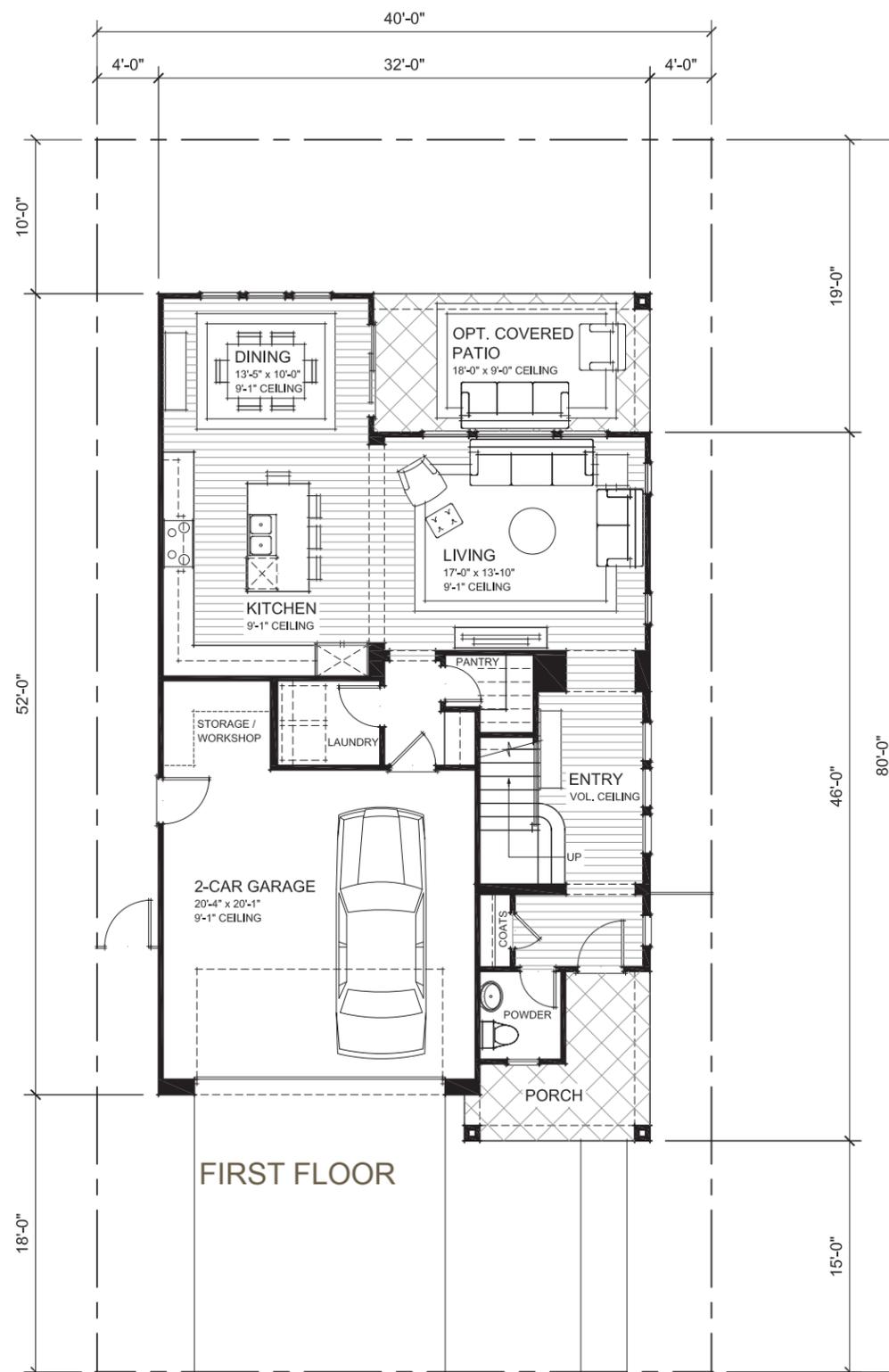


A.3

CALISTOGA IN SACRAMENTO, CALIFORNIA
BY NEXT GENERATION CAPITAL, LLC



SECOND FLOOR



FIRST FLOOR

PLAN THREE
3 BEDROOMS / 2.5 BATHS + LOFT

FIRST FLOOR:	969 SQ. FT.
SECOND FLOOR:	1152 SQ. FT.
TOTAL:	2121 SQ. FT.
GARAGE:	478 SQ. FT.

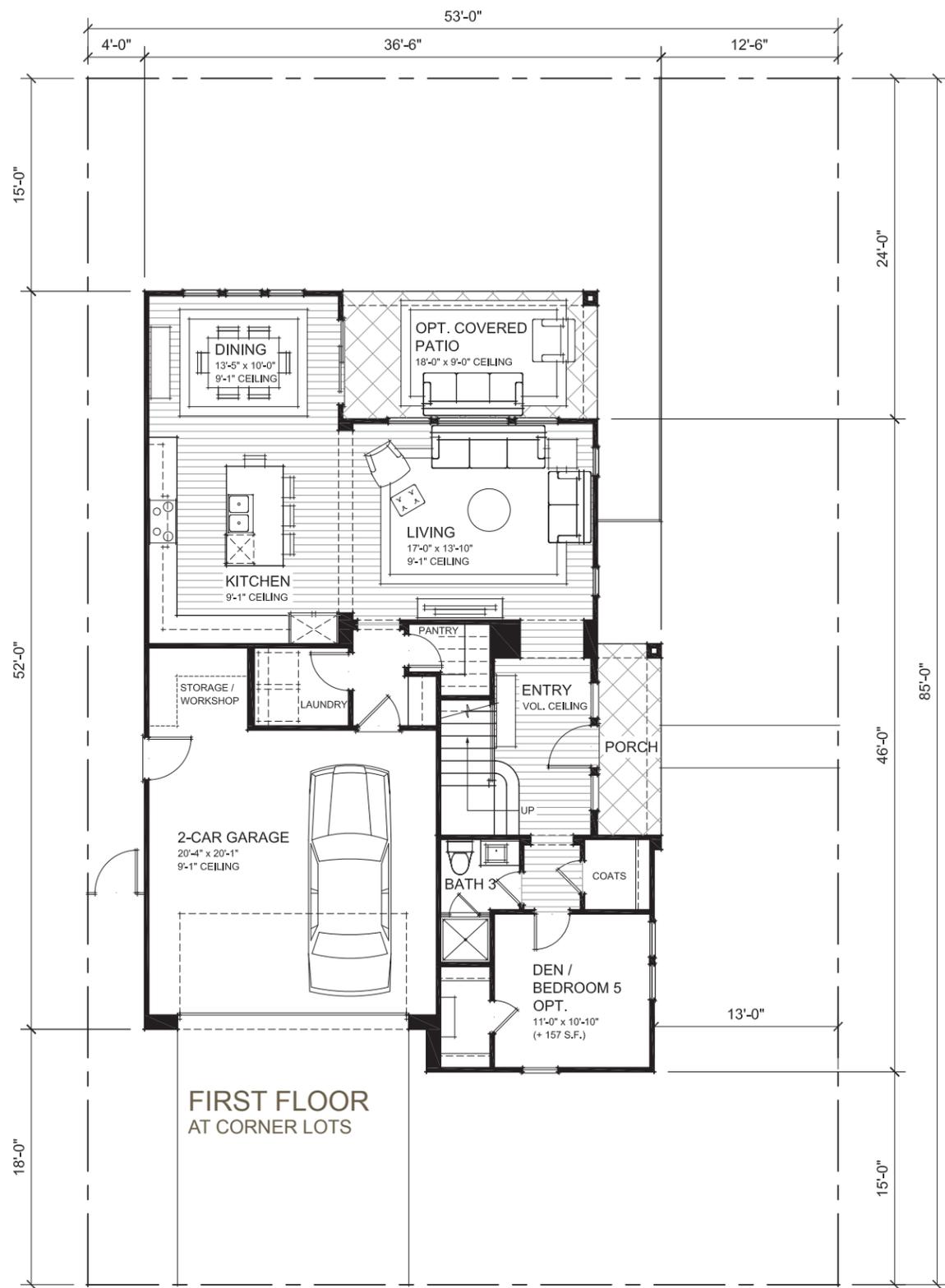
PLAN THREE
FLOOR PLANS

CALISTOGA IN SACRAMENTO, CALIFORNIA
BY NEXT GENERATION CAPITAL, LLC



JOB NO. 1252.001
DATE 02-26-2015
5865 Owens Drive
Pleasanton, CA 94588
925-251-7200

A.5



PLAN THREE - CORNER
 4 BEDROOMS / 3 BATHS + LOFT

FIRST FLOOR:	1126 SQ. FT.
SECOND FLOOR:	1154 SQ. FT.
TOTAL:	2280 SQ. FT.
GARAGE:	470 SQ. FT.

PLAN THREE
 FIRST FLOOR PLAN
 AT CORNER LOTS



DAHLLIN
group

JOB NO. 1252.001
DATE 02-26-2015
 5865 Owens Drive
 Pleasanton, CA 94588
 925-251-7200

A.6

CALISTOGA IN SACRAMENTO, CALIFORNIA
 BY NEXT GENERATION CAPITAL, LLC



SITE PERSPECTIVE



FRONT ELEVATION

CALISTOGA IN SACRAMENTO
BY NEXT GENERATION CAPITAL LLC

PLAN 1A (BMR)

JOB NO. 1252.001
DATE 04-13-2015



A.1

36



SITE PERSPECTIVE



FRONT ELEVATION

CALISTOGA IN SACRAMENTO
BY NEXT GENERATION CAPITAL LLC

PLAN 2A

JOB NO. 1252.001
DATE 04-13-2015



A.2

37



CALISTOGA IN SACRAMENTO
BY NEXT GENERATION CAPITAL LLC

PLAN 2A WITH BED-
ROOM - OPT. 1

JOB NO. 1252.001
DATE 04-13-2015



A.3



SITE PERSPECTIVE



FRONT ELEVATION

CALISTOGA IN SACRAMENTO
BY NEXT GENERATION CAPITAL LLC

PLAN 2B

JOB NO. 1252.001
DATE 04-13-2015



A.4

39



SITE PERSPECTIVE



FRONT ELEVATION
PLAN 2B WITH BED-
ROOM OPT.

JOB NO. 1252.001
DATE 04-13-2015

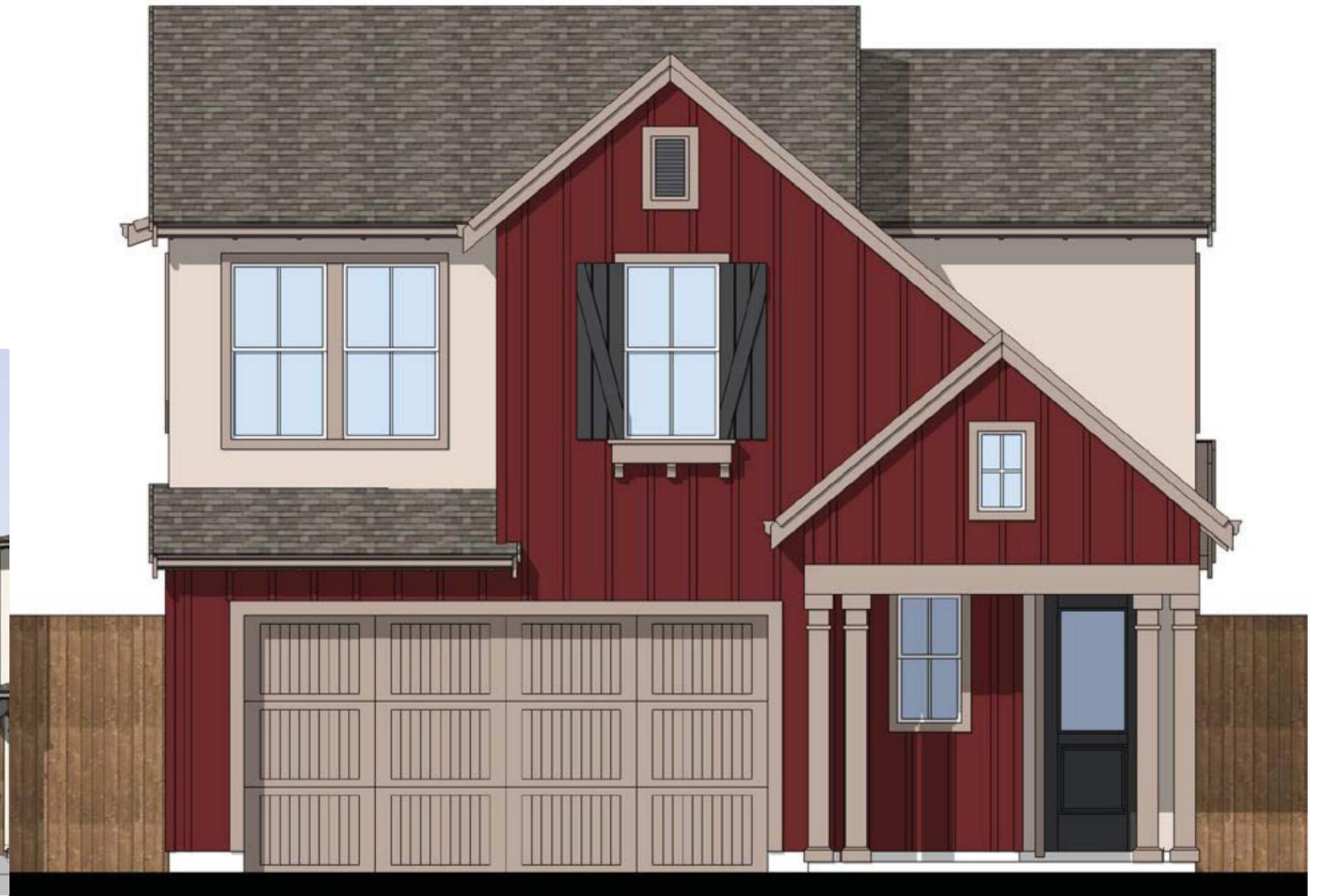
CALISTOGA IN SACRAMENTO
BY NEXT GENERATION CAPITAL LLC



A.5



SITE PERSPECTIVE



FRONT ELEVATION

CALISTOGA IN SACRAMENTO
BY NEXT GENERATION CAPITAL LLC

PLAN 3A

JOB NO. 1252.001
DATE 04-13-2015



A.6

41



SITE PERSPECTIVE



SITE PERSPECTIVE



FRONT ELEVATION
PLAN 3X A -
CORNER LOT

JOB NO. 1252.001
DATE 04-13-2015

CALISTOGA IN SACRAMENTO
BY NEXT GENERATION CAPITAL LLC



A.7

42



SITE PERSPECTIVE



FRONT ELEVATION

CALISTOGA IN SACRAMENTO
BY NEXT GENERATION CAPITAL LLC

PLAN 3B

JOB NO. 1252.001
DATE 04-13-2015



A.8

43



SITE PERSPECTIVE



SITE PERSPECTIVE

CALISTOGA IN SACRAMENTO
BY NEXT GENERATION CAPITAL LLC

FRONT ELEVATION
PLAN 3X B -
CORNER LOT

JOB NO. 1252.001
DATE 04-13-2015



A.9



PLAN 2A WITH BEDROOM

PLAN 2B

PLAN 3B

PLAN 3XA CORNER LOT

_01



PLAN 2A

PLAN 2B WITH BEDROOM

PLAN 3A

PLAN 3XB CORNER LOT

_02

CALISTOGA IN SACRAMENTO
BY NEXT GENERATION CAPITAL LLC

CONCEPTUAL
STREETSCAPES

JOB NO. 1252.001
DATE 08-03-2015



A.1

45

Meeting Date: 11/3/2015**Report Type:** Consent**Report ID:** 2015-00946**Title: (Pass for Publication) Aspen 1-New Brighton Planned Unit Development****Location:** District 6

Recommendation: 1) Review a) a Resolution certifying the Environmental Impact Report and adopting the Mitigation Monitoring Program; b) an Ordinance approving the Aspen 1 Development Agreement; c) a Resolution initiating the Aspen 1 Annexation; d) a Resolution approving the Aspen 1 Water Supply Assessment; e) a Resolution amending the General Plan Land Use Map to redesignate approximately 232.3 acres from ±195.3 acres of Traditional Neighborhood Medium Density, ±7.5 acres of Suburban Center, and ±29.5 acres of Special Study Area (to be annexed) to ±219.9 acres of Traditional Neighborhood Medium Density, and ±12.4 acres of Suburban Center; f) an Ordinance establishing the Aspen1-New Brighton Special Planning District; g) an Ordinance to rezone/prezone approximately 232.3 acres from ±189.1 acres of Heavy Industrial Solid Waste Restricted (M-2S-SWR), ±13.9 acres of Heavy Industrial Solid Waste Restricted Review (M-2S-R-SWR), ±22.3 acres of Heavy Industrial (M-2 (County)), and ±7.0 acres of Industrial Reserve (IR (County)) to ±133.5 acres of Single Unit/Duplex (R-1A- SPD-PUD), ±43.1 acres of Residential Mixed-Use (RMX-SPD-PUD), ±13.1 acres of Shopping Center (SC-SPD-PUD), ±14.4 acres of Agriculture-Open Space (A-OS-SPD-PUD), and ±28.2 acres of Agriculture (A-SPD-PUD); h) a Resolution approving the Aspen 1 Planned Unit Development (PUD) Guidelines and Schematic Plan; i) a Resolution amending the Bikeway Master Plan; j) a Resolution approving the Aspen 1 project entitlements including a Master Parcel Map, Tentative Subdivision map, and Site Plan and Design Review; and 2) pass for publication the Ordinance titles as required by Sacramento City Charter 32c to be considered on November 10, 2015.

Contact: Antonio Ablog, Senior Planner, (916) 808-7702; Joy Patterson, Principal Planner, (916) 808-5607, Community Development

Presenter: None**Department:** Community Development Dept**Division:** Current Planning**Dept ID:** 21001221

Attachments:

- 01-Description/Analysis
- 02-Background
- 03-Land Use Map
- 04-Response to Public Hearing Comments
- 05-CEQA Resolution
- 06-Exhibit A - CEQA Findings of Fact
- 07-Development Agreement Ordinance
- 08-Aspen 1 Development Agreement
- 09-Annexation Resolution
- 10-Exhibit A - Annexation Exhibit
- 11-Water Supply Assessment Resolution
- 12-Exhibit A - Water Supply Assessment
- 13-General Plan Amendment Resolution
- 14-Exhibit A - General Plan Amendment
- 15-Special Planning District Ordinance
- 16-Rezone Ordinance
- 17-Exhibit A (Rezone Prezone Map)
- 18-PUD Resolution
- 19-Exhibit A (PUD Schematic Plan)
- 20- Exhibit B (Aspen 1 PUD Guidelines)
- 21-Bikeway Master Plan Resolution
- 22-Exhibit A - Trails Plan
- 23-Project Resolution
- 24-Exhibit A (Master Parcel Map)
- 25-Exhibit B (Tentative Map Sheet 1)
- 26-Exhibit C (Tentative Map Sheet 2)

City Attorney Review

Approved as to Form
Jeffrey Heeren
10/28/2015 1:54:14 PM

Approvals/Acknowledgements

Department Director or Designee: Ryan Devore - 10/20/2015 3:06:34 PM

Description/Analysis

Issue Detail: It is requested that the Aspen 1-New Brighton Planned Unit Development (PUD) along with the necessary entitlements to allow the future development of a 232.3 acre master planned community be adopted. The PUD is envisioned as a mix of residential, commercial, and agricultural development including up to 1,365 residential units ranging from single-family detached homes to high density multi-family housing. The commercial component of the project includes a mixed-use village center referred to as the “four corners,” a traditional shopping center, and an urban farm of approximately 27-acres. Amenities such as parks, open space, landscaped medians, pedestrian/bicycle paths, a school site, and a community gathering center have been incorporated into the land use plan. The significant entitlements requested for approval include certification of the Aspen 1 environmental impact report (EIR), annexation of approximately 29-acres, a General Plan amendment, a Rezone/Prezone, adoption of the Aspen 1 Special Planning District (SPD), adoption of the Aspen 1-New Brighton PUD, master and tentative parcel maps, and a development agreement.

Policy Considerations:

Reorganization: A reorganization is being proposed which includes an Annexation to the City of Sacramento and detachment from the County Service Area, California American Water’s Rosemont Service District, the Sacramento Metropolitan Fire District, and the Cordova Recreation and Park District (Attachment 5 Draft Annexation Resolution). The area to be annexed totals approximately 29-acres and is located at the east end of the project site along South Watt Avenue.

The City Council will ultimately initiate the annexation of the 29-acre area currently outside the city boundaries, but within its sphere of influence. The final decision on the annexation is subject to review and approval by the Sacramento Local Agency Formation Commission (LAFCo).

General Plan: The 2035 General Plan Update designates the subject site as Suburban Center (7.5 acres), Traditional Neighborhood Medium Density (195.3 acres), and Urban Reserve (29-acres in the County). The resulting designations remain the same; however, there will be 12.4 acres in the Suburban Center designation, and 219.9 acres in the Traditional Neighborhood Medium Density designation.

The proposed project is consistent with Traditional Neighborhood Medium Density and Shopping Center Designations. The Suburban Center Designation is meant for predominantly nonresidential, lower-intensity, single-use commercial development or horizontal and vertical mixed-use development including retail, service, office, and residential uses. Consistent with this designation, 12.4 acres at the southwest corner of Jackson Road and South Watt Avenue will be designated Commercial on the PUD Schematic plan and zoned Shopping Center (SC-SPD-PUD).

A majority of the site will be designated Traditional Neighborhood Medium Density, which allows for small-lot single-family dwellings, small-lot single-family attached dwellings, accessory second units, multi-family developments, limited neighborhood-serving commercial uses, and compatible public or special uses, such as community gardens and urban farms. The Traditional

Neighborhood Medium Density designation target density is between 8 and 36 dwelling units per net acre. The General Plan allows the applicable density range for mixed-density projects to be applied to the net developable area of the entire project site (LU 2.1.4). The proposed project is consistent with the General Plan in that the project includes residential units at a range of densities with a net density of approximately 13.5 units per net acre based on the projected 1,365 overall dwelling units (net density excludes public rights of way, medians, no-build easements, slopes, and the urban farm).

In addition to the project's consistency with the 2035 General Plan Update designations of Suburban Center and Traditional Neighborhood Medium Density, the proposed project is consistent with the following General Plan goals and policies.

Neighborhoods

LU 2.1.3 Complete and Well-Structured Neighborhoods. The City shall promote the design of complete and well-structured neighborhoods whose physical layout and land use mix promote walking to services, biking, and transit use; foster community pride; enhance neighborhood identity; ensure public safety; are family-friendly and address the needs of all ages and abilities.

LU 2.1.4 General Plan Density Regulations for Mixed-Density Development Projects. Where a developer proposes a multi-parcel development project with more than one residential density or Floor Area Ratio (FAR), the City shall, at the discretion of the Community Development Director, apply the applicable density or FAR range of the General Plan Land Use Designation to the net developable area of the entire project site rather than individual parcels within the site. Some parcels may be zoned for densities/intensities that exceed the maximum allowed density/intensity of the project site's Land Use Designation, provided that the net density of the project as a whole is within the allowed range.

LU 2.1.6 Neighborhood Centers. The City shall promote the development of strategically located (e.g., accessible to surrounding neighborhoods) mixed-use neighborhood centers that accommodate local-serving commercial, employment, and entertainment uses; provide diverse housing opportunities; are within walking distance of surrounding residents; and are efficiently served by transit.

LU 2.1.8 Neighborhood Enhancement. The City shall promote infill development, reuse, rehabilitation, and reuse efforts that contribute positively (e.g., architectural design) to existing neighborhoods and surrounding areas.

LU 4.1.1 Mixed-Use Neighborhoods. The City shall require neighborhood design that incorporates a compatible and complementary mix of residential and nonresidential (e.g., retail, parks, schools) uses that address the basic daily needs of residents and employees.

LU 4.1.2 Neighborhood Amenities. The City shall encourage appropriately scaled community-supportive facilities and services within all neighborhoods to enhance neighborhood identity and provide convenient access within walking and biking distance of city residents.

LU 2.8.1 Equitable Distribution of Uses and Amenities. The City shall strive to ensure that desirable uses and neighborhood amenities are distributed equitably throughout the city.

LU 4.1.8 Connections to Open Space. The City shall ensure that new and existing neighborhoods contain a diverse mix of parks and open spaces that are connected by trails, bikeways, and other open space networks and are within easy walking distance of residents.

LU 4.1.10 Family-Friendly Neighborhoods. The City shall promote the development of family-friendly neighborhoods throughout the city that provide housing that accommodates families of all sizes and provides safe and convenient access to schools, parks, and other family-oriented amenities and services.

LU 4.5.1 New Growth Neighborhoods. The City shall ensure that new residential growth areas include neighborhoods that maintain a mix of residential types and densities, and that the residential mix will provide appropriate transitional features that integrate the area with adjacent existing neighborhoods and development.

LU 4.5.2 Compact Neighborhoods. The City shall require developers to create new residential neighborhoods that are pedestrian and bicycle friendly, are accessible by transit, and make efficient use of land and infrastructure by being compact with higher average densities.

LU 4.5.4 New Neighborhood Core. The City shall encourage all parts of new neighborhoods to be within ½-mile of a central gathering place that is located on a collector or minor arterial and that includes public space, shopping areas, access to transit, and community-supportive facilities and services.

The Aspen 1-New Brighton project will create a new mixed-use, master planner neighborhood in an area once used for surface mining. The new community will contain a mix of single-unit detached and multi-unit housing. A commercial zone at the northeast corner of the site and a mixed use district are proposed to provide retail opportunities and commercial services to the new residents. Additionally 9.8 acres will be designated as a school site on the schematic plan to serve the new community.

Reuse, Innovation, and Design

LU 2.4.1 Unique Sense of Place. The City shall promote quality site, architectural and landscape design that incorporates those qualities and characteristics that make Sacramento

desirable and memorable including: walkable blocks, distinctive parks and open spaces, tree-lined streets, and varied architectural styles.

LU 2.4.2 Responsiveness to Context. The City shall require building design that respects and responds to the local context, including use of local materials where feasible, responsiveness to Sacramento's climate, and consideration of cultural and historic context of Sacramento's neighborhoods and centers.

LU 2.6.3 Revitalization Strategies. The City shall employ a range of strategies to promote revitalization of distressed, under-utilized, and/or transitioning areas, including:

- Targeted public investments.
- Development incentives.
- Public-private partnerships.
- Revised development regulations and entitlement procedures.
- Implementation of City-sponsored studies and master plans.

LU 2.7.2 Design Review. The City shall require design review that focuses on achieving appropriate form and function for new and reuse and reinvestment projects to promote creativity, innovation, and design quality.

LU 8.2.7 Locally-Grown and Organic Foods. The City shall allow urban farms and market gardens at a scale that is appropriate to Sacramento's neighborhoods, particularly in areas that lack access to fresh healthy foods, and have vacant or underutilized land.

ER 4.1.2 Local Food Production, Distribution, and Sale. The City shall promote urban agriculture with zoning provisions that support means for production, distribution, and sale of locally grown foods, such as market gardens, farmer's markets, community markets, and farm stands, particularly in areas that have vacant or underutilized land.

Through the implementation of the PUD Guidelines and Schematic Plan, the Aspen 1-New Brighton project will create a unique community with innovative features that speak to the community's desire for local, community grown produce. Also through its detailed design guidelines the Aspen 1 PUD calls for high quality design and forward thinking engineering with its extensive stormwater treatment system.

Commission/Committee Action: On July 16, 2015, the requested entitlements were heard by the Planning and Design Commission. The Planning and Design Commission voted unanimously to forward the project on to the City Council with a recommendation of approval. There was one member of the public who spoke in opposition to the project. Attachment 4 contains a summary of the speaker's concerns and responses to those concerns. With a vote of nine ayes, zero nays, and four absent, the Planning and Design Commission voted to forward the project to the City Council with a recommendation for approval.

Rationale for Recommendation: Through the implementation of the PUD Guidelines and Schematic Plan, the Aspen 1-New Brighton project will create a unique residential community with innovative features such as local, community grown produce. The Urban Farm recalls the agricultural history of the site and the region as a whole. It is in line with the current trend towards more locally grown food products and the expansion of community and urban gardening. While addressing the unique history of the site, the project also looks towards the future by providing detailed design guidelines the implementation of carefully engineered Low Impact Development (LID) facilities that will reduce the impact of stormwater quality. Overall, the Aspen 1-New Brighton project will establish a new community offering a unique mix of uses and will provide a variety of new housing types by reclaiming a former mining site. Staff recommends that the project be forwarded to the City Council with a recommendation for approval.

Financial Considerations: There are no direct considerations with this report. However, the City and County will need to adopt a Property Tax Exchange Agreement. The Agreement (currently under negotiation and to be presented to the Council at a later date for approval) will address the property and sales tax split between the City and County. While LAFCo is not a party to the property tax negotiations, the City and County must present resolutions adopted by each entity agreeing to accept the exchange of property tax revenues before LAFCo will conduct public hearings on the annexation proposal.

Local Business Enterprise (LBE): Not applicable.

Background Information

Summary: The City Council is requested to adopt the Aspen 1-New Brighton Planned Unit Development (PUD) along with the necessary entitlements to allow the future development of a 232.3-acre master planned community. The PUD is envisioned as a mix of residential, commercial, and agricultural development including up to 1,365 residential units ranging from single-family detached homes to high density multi-family housing. The commercial component of the project includes a mixed-use village center referred to as the “four corners”, a traditional shopping center, and an urban farm of approximately 27 acres. Amenities such as parks, open space, landscaped medians, pedestrian/bicycle paths, a school site, and a community gathering center have been incorporated into the land use plan. The significant entitlements requested for approval include certification of the Aspen 1 EIR, Annexation of approximately 29 acres, a General Plan amendment, a Rezone/Prezone, Adoption of the Aspen 1 Special Planning District (SPD), adoption of the Aspen 1-New Brighton PUD, Master and Tentative Parcel Maps, and a Development Agreement.

While there are a number of entitlements requested with this project, all future development within the PUD would still be subject to additional review including, but not limited to Site Plan and Design Review, or the issuance of Conditional Use Permits (CUPs) if necessary.

Table 1: Project Information	
General Plan designation:	<p>Existing</p> <p>Suburban Center (7.5 Acres) Trad. Neighborhood Med Density (195.3 Acres) Urban Reserve (County) (29 Acres)</p> <p>Proposed</p> <p>Suburban Center (12.4 Acres) Trad. Neighborhood Med Density (219.9 Acres)</p>
Zoning	<p>Existing</p> <p>M-2S-SWR (189.1 Acres) M-2S-R-SWR (13.9 Acres) M-2 (County) (22.3 Acres) IR (County) (7.0 Acres)</p> <p>Proposed</p> <p>R-1A-SPD-PUD (133.5 Acres) RMX-SPD-PUD (43.1 Acres) SC-SPD-PUD (13.1 Acres) A-OS-SPD-PUD (14.4 Acres) A-SPD (28.2 Acres)</p>
Existing use of site:	Industrial, Mining associated activities
Property area:	232.3± gross acres

Figure 1: PUD Schematic Plan



Background: The subject site is located at the southwest quadrant of Jackson Road and South Watt Avenue. A majority of the site is located within the City of Sacramento boundaries; however, 29 acres of the site located adjacent to South Watt Avenue are not within the City boundaries and must be annexed.

The Aspen 1-New Brighton Project is located within an area historically referred to as the Brighton Township which is one of the original townships in Sacramento County. In its earliest days the Brighton Township existed as an agricultural community hosting large scale farming operations that served the Sacramento region. As the need for large-scale farm uses close to the urban core began to fade and the need for building materials increased, the Brighton area transitioned from farming to mining. The mining activity provided gravel, sand, and other materials for increased construction demands in the years leading up to and following World War II.

The Teichert Land Company continues its surface and aggregate mining operations to the east; however, the Aspen 1 subject site is no longer actively being mined. Mining associated uses continue on the site in the form of drying beds and a material conveyor that transports material to the Teichert Aggregates facility directly north of the Aspen 1 site. The site's topography is directly related to its mining history. With the exception of the proposed commercial site at the southwest corner of Jackson Road and South Watt Avenue, much of the northern half of the site sits 20-30 feet below the adjacent roadway elevation. The surrounding land slopes down such that the grade difference is much less at the south end of the site.

In addition to the Teichert Aggregates plant to the north, the subject site is surrounded by undeveloped properties and industrial uses. To the east of the site is the Florin Perkins Landfill which is being phased out as a landfill with its main operation being a construction and demolition debris recycling operation. To the east is vacant property in the County of Sacramento that was also formerly mined for aggregate materials. To the south of the site is the L and D Landfill that is active use as a landfill and materials recovery facility for construction and demolition debris. Crossing the southwest corner of the site in a northwesterly direction are SMUD overhead power lines with two lattice support towers.

Environmental Considerations: In accordance with California Environmental Quality Act (CEQA) *Guidelines*, Section 15081, the City, as Lead Agency, determined that an EIR should be prepared for the Aspen 1- New Brighton (P09-038) project. An EIR is an informational document that must be considered by the Lead Agency prior to project approval. CEQA *Guidelines* Section 15132 specifies that the Final EIR shall consist of: the Draft EIR or a revision of the draft; comments and recommendations received on the DEIR either verbatim or in summary; a list of persons, organizations, and public agencies commenting on the Draft EIR; responses of the Lead Agency to significant environmental points raised in the review and consultation process; and additional information provided by the Lead Agency.

The Draft EIR identified impacts to: Urban Design and Visual Resources; Air Quality (including climate change and greenhouse gas emissions); Biological Resources; Cultural Resources; Geology, Soils and Mineral Resources; Hazards and Hazardous Materials; Noise; Parks and Recreation; Public Services; Transportation and Circulation; and Utilities and Service Systems. In addition, the EIR addressed impacts related to Reorganization (Annexation and Related Detachments) consistent with Sacramento LAFCo Policy, Standards and Procedures Manual for annexation. Mitigation is included in the EIR to reduce impacts to less-than-significant levels to the extent feasible. The EIR concludes that the project would have a significant and unavoidable impact for Air Quality, Noise, and Transportation and Circulation. A Mitigation Monitoring Plan (MMP) that lists all of the mitigation measures and required implementing actions will be prepared and will be attached to the CEQA Findings that will be presented to the City Council.

The Draft EIR was prepared and released for a forty-five (45) day public review period, beginning on July 18, 2012 and ending on August 31, 2012, with an extension of time until September 14, 2012. Thirteen comment letters were received on the Draft EIR. The comment letters and responses to comments are included in the Final EIR. The Final EIR responds to all comments received on the Draft EIR and revises text and/or analyses where warranted. Pursuant to the requirements of CEQA, copies of the responses to comments have been sent to all agencies who commented on the Draft EIR. Copies of the Draft EIR and Final EIR are available on the Community Development Department's webpage at:

<http://portal.cityofsacramento.org/Community-Development/Planning/Environmental/Impact-Reports>

Development Agreement: The proposed Development Agreement is a contract that grants a vested right to develop the Aspen 1 project in accordance with the proposed land use plan, as analyzed in the Aspen 1 EIR. The term "vested right" means that the PUD and zoning districts cannot be amended in the future and applied in a manner that would prevent the current or future developers from completing the development plan. The Development Agreement also freezes City zoning regulations and planning policies in effect at the time the agreement is approved so that new regulations would not apply to the development. There are certain exceptions, such as preventing risks to the public health and safety, and compliance with CEQA and other environmental regulations. The term of the Agreement is limited to an Initial Term of 20 years with the option for two – five year extensions, for a total of 30 years.

The provisions of the Aspen 1 DA that are more specific to this particular development can be found in Exhibit J "Special Conditions" which addresses the vested right to continue existing industrial uses upon rezoning the property, the fair share contribution to regional transportation facilities, and evidence of achieving urban levels of flood protection.

Mixed Income Housing: On September 1, 2015, the City Council adopted a new Mixed-Income Housing Ordinance allowing the project proponent to pay an impact fee

of \$2.58 per square foot of new development. The applicant is proposing to provide 10% of the on-site units as affordable housing, which would exempt the project from the impact fee requirement. The provision for the 10% affordable housing on-site is included in the Development Agreement.

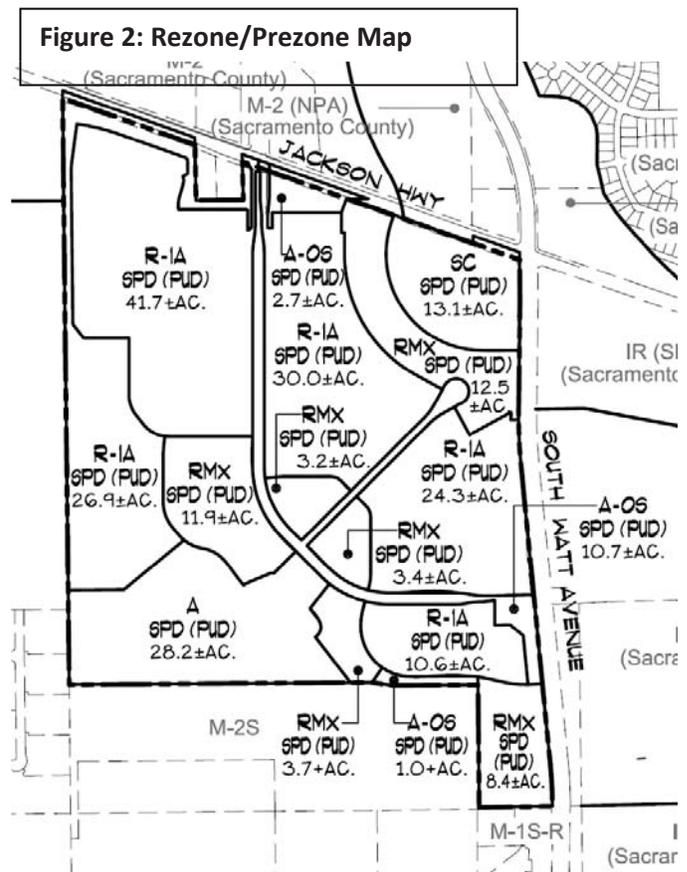
Zoning - Rezone/Prezone and Special Planning District

Table 2: Zoning	Existing	Proposed
Heavy Industrial (M-2S-SWR)	189.1	0
Heavy Industrial Review (M-2S-R-SWR)	13.9	0
Heavy Industrial (County)(M-2)	22.3	0
Industrial Reserve (County)	7.0	0
Single Unit or Duplex (R-1A-SPD-PUD)		133.5
Residential Mixed-Use (RMX-SPD-PUD)		43.1
Shopping Center (SC-SPD-PUD)		13.1
Agriculture-Open Space (A-OS-SPD-PUD)		14.4
Agriculture (A-SPD)		28.2
Total	232.3	232.3

*All new Zoning Designations will be subject to the Aspen 1-New Brighton PUD and SPD

Rezone: The subject site is currently zoned for industrial uses and is subject to the Solid Waste Restricted (SWR) overlay zone (Chapter 17.336). The project request includes a rezone to redesignate the subject site as provided in the Table 2 and Figure 2. The request also includes a prezone to provide zoning designations to the 29 acres that is to be annexed into the City boundaries. As the project includes a new Special Planning District and a new Planned Unit Development the SPD and PUD designations will appear with the new zoning Designations. Since the development of new solid waste facilities are not allowed in any of the proposed zoning designations, the SWR overlay will no longer apply to the subject property.

The proposed zoning designations include the Single-Unit or Duplex Dwelling (R-1A) Zone, the Residential Mixed Use (RMX) Zone, the Shopping Center (SC) Zone, the



Agriculture-Open Space (A-OS) Zone, and the Agriculture (A) Zone. A majority of the site will be zoned R-1A which is intended for a variety of housing types including attached and detached single-family dwellings. The higher density residential areas will be zoned RMX which can accommodate 100% residential development, mixed-use development, or 100% commercial development with the issuance of a CUP. The proposed mixed-use village center at the four corners area will receive the RMX zoning designation.

Unusual for new development, portions of the site will be zoned Agriculture and Agriculture-Open Space. The southwest corner of the site will be zoned Agriculture to accommodate the proposed urban farm. The Agriculture-Open Space zone will be provided at several locations for planned medians, small open spaces, and sloped areas that may be landscaped with edible landscaping such as fruit and nut trees.

Special Planning District: On October 27, 2011, the Planning and Design Commission initiated the formation of the Aspen 1 Special Planning District. The new SPD's purpose is to assist in the transition of the property from the current industrial uses to the residential, commercial, and agricultural uses envisioned by the PUD. Additionally the SPD includes provisions which will expand the allowed range of uses in the A and A-OS zones.

Once action is taken on the requested rezone, the existing industrial/mining uses would typically cease to be allowed uses and would be considered legal nonconforming uses. The SPD allows the continuation of the following existing uses and exempts them from Chapter 17.232 of the Planning and Development Code and its provisions related to the modifications to nonconforming uses.

- Surface mining and reclamation
- Aggregate pre-wash facility
- Conveyor line and related facilities
- Soil drying beds and ponds
- Water ponds and related facilities
- Agricultural fields.

These uses would still be subject to the provisions in the Mitigation Monitoring Plan and the PUD guidelines as they relate to the transition from industrial uses to residential and commercial uses. Specifically mitigation measures are in place that would address potential dust and noise impacts from the existing industrial/mining operations.

To support the proposed urban farm and community garden the SPD will also allow in the Agriculture Zone, by right, 50 dwelling units and an assembly use (the "barn" building intended for community events and gatherings). The SPD will also allow limited non-residential uses in the Agricultural Zone such as retail, commercial services, and restaurants and will allow produce stands less than 120 square feet by right in the Agriculture-Open Space zone.

Master Parcel Map/Tentative Subdivision Maps:

Master Parcel Map: A master parcel map subdivides large tracts of land into smaller parcels for the purpose of later selling or otherwise transferring the parcels for further subdivision. The purpose and intent of the master parcel map process is to allow subdivision of land to correspond to general plan land use designations and the development of infrastructure elements without allowing the creation of individual residential lots. For non-residential property, while the master parcel map process may create parcels which may or may not be subdivided further, no building may be occur on a master parcel unless and until all required discretionary entitlements, such as a Conditional Use Permit or Site Plan and Design Review, have been approved. The Aspen 1 Master Parcel Map will create 24 master parcels ranging in size from one acre open space master parcels to parcels over 20 acres in size that will accommodate further subdivision for the development of single-family dwellings.

Tentative Subdivision Map: The Aspen 1 Tentative Subdivision Map subdivides the 232.3 acre subject site into 535 lots with 482 lots for the development of single family dwellings. The Tentative Subdivision Map also delineates the location of the proposed streets, along with the street sections as reviewed and recommended for approval by City Staff.

The Aspen 1 Tentative Map is largely based on a modified grid pattern with design elements that address some unique site features including the location and direction of the overhead power transmission lines running over the southwest portion of the site, and the unique grade changes on the site that are a result of previous surface mining operations.

Though large in size, the Aspen 1 Tentative Map is typical in scope with no required Subdivision Modifications. The major feature that distinguishes the project’s Tentative Map from others is its incorporation of facilities intended to address stormwater runoff.

Table 3: Lots	Number of Lots	Acres
Single Unit Residential	482	86
Commercial Lot	1	12.4
High Density Residenital	4	19.3
Residential Mixed Use	5	17
School Site	1	9.8
Alley Lots	15	2.2
Private Drive	1	0.2
Park Lots	2	16.6
Open Space Lots	9	17.9
Median Lots	12	8.6
Urban Farm Lots	3	26.7
Major Roadways		15.6
	535	232.3

LID Features

Low Impact Development (LID) is a term used to describe an engineering and land use design approach to manage stormwater runoff and protect water quality. The Aspen 1 subdivision design presents unique and innovative solutions to addressing the infiltration/reduction, filtering, storing, and detention of stormwater runoff. The key features of the Aspen 1's LID system are enlarged planter strips, open space and recreation areas, streetside LID swales, large median LID swales, and cross gutters.

Figure 3: LID Section

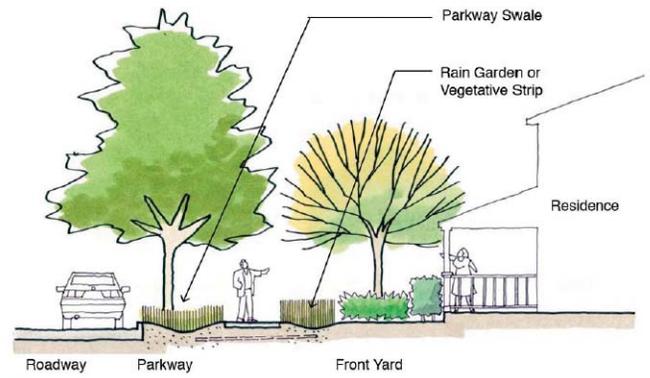
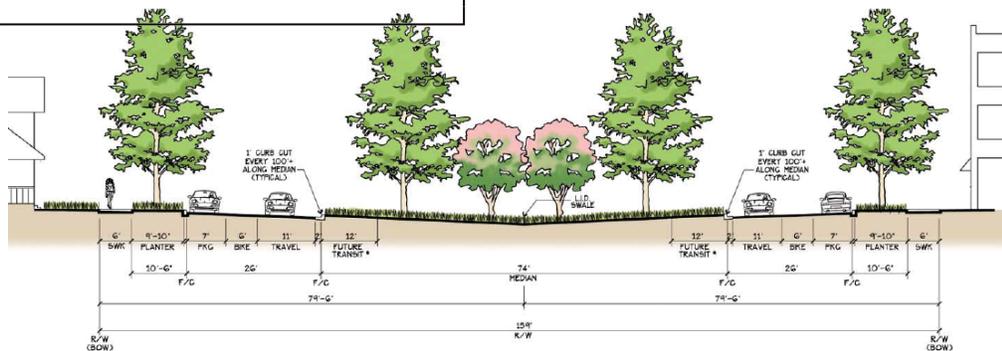


Figure 4-7: Conceptual Examples of LID Features

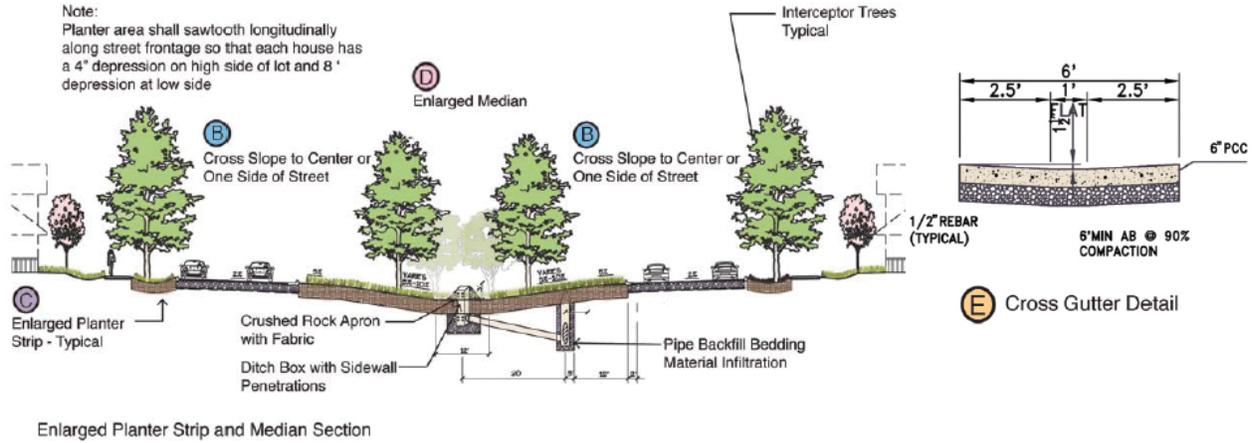
Enlarged planter strips and open space and recreation areas will provide pervious landscaping that will increase opportunities for stormwater infiltration and reduce runoff. LID swales will be located throughout the community both in both street side swales and larger swales that will be located in the 74-foot median at Rock Creek Parkway and the 50-foot median at Aspen Promenade. To convey runoff from the smaller streetside swales to the larger median swales, a system of cross gutters has been devised to convey stormwater at street level in order to maximize the capacity of the proposed swales.

Figure 4: LID Medians



Note: For preliminary planning purposes only. Final dimensions to be determined with approved tentative plans.

Design Section



PUD Guidelines and Schematic Plan:

Table 4: PUD Uses	Units	Sq. Footage	Gross Acres	Net Acres	Density
Low Density Residential	482		86	59.1	8.2
High Density Residential	378		19.3	15.1	25.0
Mixed Use	405	59,000	17.0	13.5	30.0
Commercial	50*	130,000	12.4	10.8	
Urban Farm	50*	33,000	26.7	23.8	
Elementary School			9.8	8.8	
Parks			16.6	14.5	
Open Space			28.8	28.5	
Circulation			15.6		
Total	1,365	222,000	232.2		

* Residential Units

The applicant is requesting to establish the Aspen 1 PUD Schematic Plan and PUD Guidelines to accommodate the proposed development. The PUD Schematic Plan will establish general intensities and types of land uses for each area within the PUD. The proposed Schematic Plan provides allowable land uses and intensities that future projects can be evaluated through the Planning Director plan review process assuming consistency with the Schematic Plan, PUD Development Guidelines, and the procedural requirements of the Sacramento Zoning Code.

The PUD Schematic Plan as provided in Figure 1 provides for the distribution of the proposed land uses throughout the site. Table 4 depicts the acreages of the various PUD land use categories and also depicts the allocation of residential units and commercial square footage to those land use categories.

Single-Unit Residential:

Table 5: Single Unit Lots		Standard R-1A Lot	The Thirties	The Forties	The Forty-Fives	Fifties and Larger
Lot Size						
	Lot Width	20	30	40	45	50+
	Lot Depth	80	90	90	90	100
Setbacks						
	Front	20	12.5	12.5	12.5	12.5
	Side*	0	5	5	5	
	Street side	12.5	12.5	12.5	12.5	12.5
	rear	5	15	15	15	20
Garage Setback						
	Side		3	3	3	3
	Rear		3	3	3	3
	From Main Bldg.		10	10	10	10

*Attached residential units are allowed on 30, 40, and 45-foot lots. The 5' minimum setback applied for detached units.

As noted in Table 5 above, the Aspen 1 PUD provides development standards for each of the four single-unit lot types based on lot widths. These include the thirties, the forties, the forty-fives, and fifties and larger.

The thirties and forties represent the smallest single unit lots and are designed to accommodate either attached townhouse style homes or detached single-unit dwellings. With their narrow widths, the typical 30 or 40-foot lot will be accessed from the rear via a private alley. These narrower lots will generally be located along Rock Creek Parkway with a few located on and near Aspen Promenade

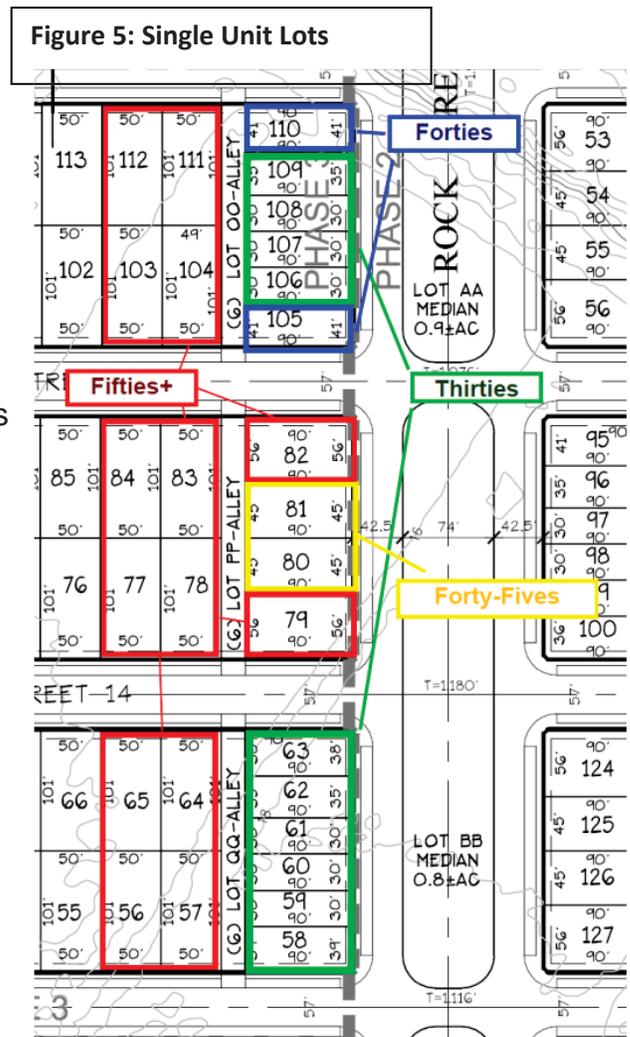
The forty fives represent the next group of lots. In addition to the alley access similar to the thirties and forties, the forty fives also allow for garage access from the public street.

The fifties and larger lots make up 336 of the 482 single-unit lot and are similar to the City's standard 52x100 single-unit lot. Lots in this category range from approximately 50x100 to 60x100.

Single-Unit Design Guidelines

In addition to the site development requirements, The PUD Guideline provide detailed architectural guidelines that staff will utilize in reviewing subsequent Site Plan and Design Review requests for the development of single-unit dwellings. The architectural guidelines are thorough, including illustrations and photos of the various architectural styles and recommended building elements envisioned for the new community. These styles are inspired by Sacramento’s existing established neighborhoods and including American Farmhouse, Craftsman, English/French Cottage, Colonial Revival, Italian Renaissance, Monterey, and Prairie styles.

Multi-Unit Residential: The PUD Schematic Plan designates four sites for the development of higher density, multi-unit residential development. The original schematic plan concentrated the higher density housing at the south end of the project site. In response to staff’s recommendations, the schematic plan has been revised to distribute the high density residential development to the following areas:



- The “four corners” village center at the intersection of Rock Creek Parkway and Aspen Promenade. Three of the four quadrants of the four corners area are designated for high density, residential mixed-use development. These units will be located at the village center which is envisioned to provide a combination of mixed uses, neighborhood oriented commercial uses, recreational opportunities, and the urban farm. A total of 13.6 acres will be able to be developed with up to 315 residential units.
- The PUD schematic plan locates 10.9 acres of high density residential as a buffer surrounding the community commercial district. This high density area will accommodate up to 190 dwelling units.
- At the southeast corner of the project site adjacent to South Watt Avenue, 8.4 acres has been designated for up to 188 high density dwelling units.

Commercial/Mixed-Use: The PUD will allow for commercial development in two key areas, The Community Commercial District, and the Four Corners Village Center. The Community Commercial District will be located at the southwest corner of South Watt Avenue and Jackson Road and will be located on two existing heavily travelled corridors. This district is envisioned to provide the typical uses associated with neighborhood and community serving commercial uses including retail, restaurants, office, and commercial service uses. The Four Corners Village Center is proposed to provide a mix of uses that will cater to the specific needs of the Aspen 1 Community and complement the Urban Farm by providing opportunities for education, retail, and service related to the commercial farm and community gardens.

The PUD provides development and design guidelines for the proposed commercial uses. The development guidelines, for the most part, are consistent with the development standards found in the Shopping Center and Residential Mixed Use sections of the Planning and Development Code. The PUD development guidelines do provide more detailed requirements related to setbacks from internal driveways and between buildings. Similar to the PUD's residential architectural guidelines.

Urban Farm:

Figure 6: Urban Farm Concept



The ±27 acre Urban Farm is located at the southwest corner of the PUD and will provide a central location for the community and surrounding neighborhoods to obtain fresh produce and assorted agricultural goods. The Urban Farm speaks to the agricultural history of the site and the region as a whole. It also speaks to the current desire for more locally grown food products and the expansion of community and urban gardening. The Urban Farm is also located to act as a buffer to some of the adjacent parcel which are developed with industrial uses such as landfills and recycling facilities.

The PUD Guidelines will work in concert with the SPD to allow the Urban Farm and the associated Community Garden to become the centerpiece of the community. The

farming activities themselves are anticipated to be operated on a for-profit basis with the educational and other beneficial components operated by a non-profit entity. To promote the Urban Farm as the community's centerpiece, a community barn is envisioned as a place to hold community events such as harvest festivals, outdoor movies, and farmers markets.

The PUD Guidelines provide development standards for the Urban Farm to address its proximity to residential uses. These standards:

- Encourage sustainable farm practices minimizing the uses of pesticides and herbicides;
- Encourage the re-use of stormwater and treated wastewater;
- Limit the hours of operation of farm equipment;
- Require buffers of 200 feet between animal pens and residential uses; and
- Require buffers of 50 feet from crops to residential uses.

Parks/Open Space: The Aspen 1 project will include approximately 45.4 acres of parks and open space distributed throughout the site included are:

- A 13.4 acre community park at the southwest corner of the site adjacent to the Urban Farm. The community park is intended to serve the Aspen 1 Community as well as residential areas within a two to three mile radius. When developed, the park may be programmed with group picnic areas, a community garden, sports fields, a nature area and others recreational uses.
- A 1.1 acre neighborhood park in the northern portion of the PUD within the single-family detached area. This small park is intended to serve as a local gathering area for residents of the Aspen 1 community. Park uses could include a tot lot, sports courts, or picnic areas.
- Widened medians at Rock Creek Parkway and Aspen Promenade. The widened medians are designed to emulate the design of some of Sacramento's historic park neighborhoods. The landscaped medians will serve multiple purposes as they will be utilized as LID features, will provide for shaded seating and landscaped areas, and will contribute to the unique character of the community.
- "Teardrop" parks at the northern and southern ends of Aspen Promenade totaling approximately 1.7 acres. These parks are intended to be focal points at either end of Aspen Promenade and will may provide both formal and informal gathering opportunities.
- Open space areas adjacent to Jackson Road and South Watt Avenue will be provided were the existing topography will limit future development. These areas are proposed to be landscaped in a manner consistent with the agricultural theme of the Aspen 1 community. Landscaping could be provided by means of orchards and agricultural plantings.

Circulation: While the Master and Tentative Parcel Maps are the technical documents that will dictate the placement and design of the proposed roadways, the PUD describes the design principles behind the subdivision layout. Any modifications to the maps should adhere to the guidelines which include:

- Providing abundant opportunities for walking and bicycling through the provision of short block lengths, sidewalks, off-street trails, and non-vehicular cut-throughs to the community park and shopping center.
- Providing Rock Creek Parkway as a multi-modal collector street serving private vehicles, transit, bicycles, and pedestrians.
- Providing pedestrian friendly streetscapes with canopied walkways.
- Adoption of street design standards that facilitate LID and stormwater runoff reduction.

Pedestrian/Bicycle Circulation: The subdivision and street layouts provide pedestrian friendly street sections throughout the project area. In most cases the pedestrian sidewalk will be separated from the road by at least a 7'-10" landscaped planter.

On-street bike lanes are proposed to provide bicycle circulation within per the PUD's Trails plan. On-street, class II striped bike lanes will be provided on Rock Creek Parkway that will connect to existing striped bike lanes on Jackson Road and South Watt Avenue. On street, striped bike lanes will also be provided at Aspen Promenade, an east-west residential collector road at the north side of the community and at the semi-circle roadway surrounding the community shopping center.

An off street, Class 1 multi-use path is proposed to cross the southwest corner of the site to the south of the power lines and will continue east past the school site to South Watt Avenue. The off-street path will not only provide for recreational activities, it will allow for an alternative, off-street path to the elementary school.



Along with the on-an off street trails, two bicycle/pedestrian cut throughs will be provided. One will provide access to the community shopping center at the northeast corner of the site and the other will provide access to the community park at the west end of the site. The Aspen 1 trails plan will be augment the City's current bikeway master plan with a Bikeway Master Plan Amendment.

Public Facilities/School: The Aspen 1 project will provide an 8.8 acres site at the south end of Rock Creek Parkway that will be reserved for the development of an elementary school. Though the site is reserved for such development, should the Elk Grove Unified School District chose not to construct the school, the use of the site will revert to the underlying R-1A-SPD-PUD zone.

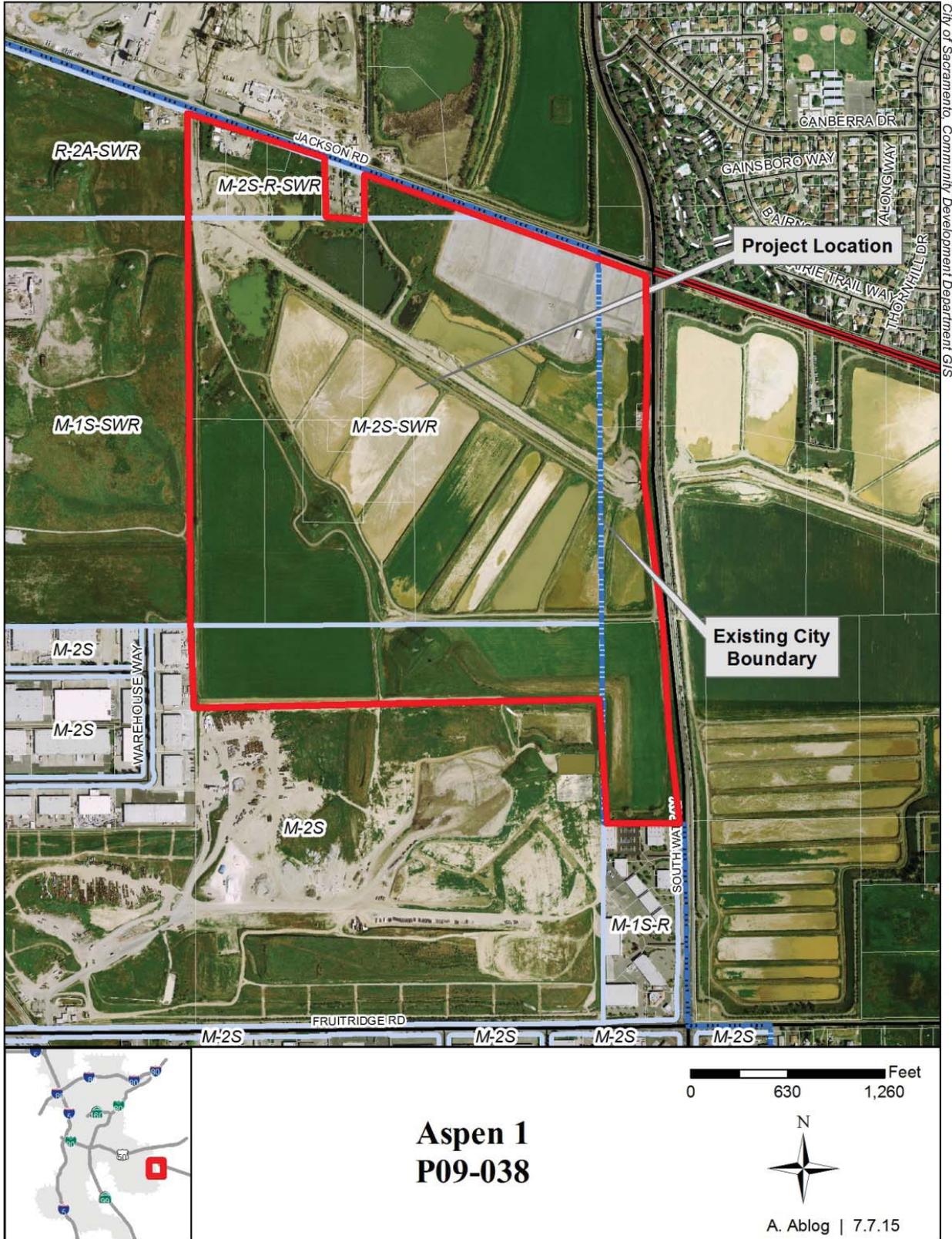
Landscape Design: The Landscape Design section of the PUD is intended to provide guidelines and development standards that promote a dynamic appearance and continuity within the PUD. To that effect the PUD encourages the following:

- Landscaping should emphasize the uses of drought-tolerant, native and climate adapted species.
- Turf should be limited to parks, school, and other active-use areas.
- Landscaping should be selected for year-round interest and seasonal character.
- The requirement to street tree plantings along all public streets.
- Orchard trees and native or ornamental grasses should be the dominant landscape features at project entries.
- Enhance the community agriculture theme with edible landscaping.

This section also includes a plant list of recommended trees and shrubs for the Aspen 1 Development.

Site Plan Review: When processing a Tentative Map In the absence of a formal request for the review of site/building development plans, Site Plan review is required to ensure that the proposed lots can accommodate future development. With the Aspen 1 project, the Tentative Map works in concert with the PUD Guidelines and Schematic Plan to form a cohesive master-planned development project. Each of the proposed lots will have adequate access and will be able to accommodate planned development based on the development standards as provided in the PUD Guidelines. Specific development requests made after the map, or portions of the map, are made final will be subject to additional Site Plan and Design Review. Where applicable, Site Plan and Design Review within the Aspen 1 PUD will be conducted under the PUD guidelines rather than the citywide design principles. Should the PUD be silent on future development proposals, the Citywide commercial/residential design principles will be used.

Aspen 1 Land Use Map



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August 25, 2015

Ms. Dana Mahaffey, Associate Planner
City of Sacramento Community Development Department
Environmental Planning Services
300 Richards Boulevard, 3rd Floor
Sacramento, CA 95811RE: Aspen I – New Brighton (Project # P09-038/M09-032) – response to testimony of
Mr. Pat Dunn at the City Planning and Design Commission meeting of July 16,
2015

Dear Ms. Mahaffey:

As you are aware, Taylor & Wiley, LLP represents Stonebridge Properties, LLC, the applicant for the Aspen I - New Brighton project (“Project”). At a public hearing held before the City of Sacramento’s Planning and Design Commission (“Commission”) on July 16, 2015, Pat Dunn of Dunn Environmental, Inc., provided testimony on behalf of the Cleavenger family regarding the Project’s effects on and from the adjacent Florin-Perkins Landfill, which is located on the Cleavenger’s property. The purpose of this letter is to respond to Mr. Dunn’s comments.

(1) The Project is not Located in an “Industrial Area”

In his testimony, Mr. Dunn asserted that the Project was located in an “industrial area.” However, as discussed in our presentation to the Commission, the project vicinity has been transitioning from industrial uses such as the Florin-Perkins Landfill to urban uses such as those proposed with the Project beginning in the late 1980s. This fact is reflected in the current City of Sacramento General Plan designations on the Aspen I site (Traditional Neighborhood—Medium Density and Suburban Center) and on the Florin-Perkins Landfill site (Traditional Neighborhood Medium Density and Employment Center Low Rise). Thus, it is important to note that, under the City’s General Plan, the Aspen I site (as well as a portion of the Florin-Perkins Landfill site) is designated for the types of residential uses being proposed with the Project.

(2) The NCE Study Concluded that Landfill Gas Impacts from the Florin-Perkins Landfill would be Less Than Significant; Therefore, There is No Environmental Nexus Necessitating a 1,000 Foot Setback.

In his testimony, Mr. Dunn alleged that the City’s EIR did not adequately analyze landfill gas (LFG) impacts. Specifically, Mr. Dunn stated that the City’s EIR does not properly address

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the County's request that residences be located a minimum of 1,000 feet from the Landfill and requested that the Commission reconsider imposing such a setback on the Project.

Mr. Dunn's reference to a 1,000-foot setback relates to a comment letter on the Draft EIR for the Project, dated August 31, 2012, from the Sacramento County Environmental Management Department (SCEMD), which acts as the Local Enforcement Agency (LEA) for the California Department of Resources, Recycling, and Recovery (CalRecycle) for Sacramento County. In response to SCEMD's comment, the City requested additional study regarding landfill gas. A Landfill Gas Evaluation of both Florin Perkins and L and D Landfills was performed by Nichols Consulting Engineers, Chtd. (NCE). This analysis was incorporated into the Final EIR for the Project. NCE concluded that the Florin-Perkins Landfill has a low potential for the generation and migration of LFG. As noted by NCE:

The findings associated with the F-P Landfill suggest that the landfill appears to represent a low potential with respect to the generation and migration of LFG. This low risk is supported by the lack of methane detected in perimeter LFG probes above the regulatory limit of 5 percent methane by volume. This regulatory limit is imposed specifically to mitigate the risk to adjacent properties and buildings from landfills.

The lack of detections above the regulatory limit is consistent with the findings for this evaluation that identified:

- The type of waste is not conducive to the production of large quantities of LFG.
- The potential for LFG production is likely at or near its peak.
- The relatively dry nature of the waste.
- The ability of the LFG to vent upwardly versus horizontally.
- The limited lateral migration of LFG as measured by the existing perimeter probes.
- The expected passive venting system to be installed within all three units to further enhance venting reducing the potential for horizontal migration of LFG.
- Current and future regulatory controls associated with closure and corrective actions at the landfill.

The lack of detections of methane above the 5 percent by volume suggests there is also a low risk with respect to the potential for LFG to migrate laterally and accumulate to the extent it poses a risk to the proposed land uses at Aspen 1 based on the following:

- The South Unit is located adjacent to the proposed park and more than 600 feet from the planned residential mixed use and low density residential land uses.

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- The East Unit, which is located on the western boundary of Aspen 1 has shown little potential for LFG generation and the horizontal migration of LFG. Along the southern portion of the East Unit, this low risk is further highlighted because the proposed land use is park and open space, providing further separation between the landfill and future land uses on Aspen 1.
- As noted previously, the RWQCB adopted the recent order (RWQCB 2013) that imposes specific requirements including the requirements of Title 27. These regulations require that owner/operators while operating the facility, as well as during the closure and post-closure maintenance period, maintain and monitor the landfill, including LFG. The duration of the post-closure maintenance is 30 years during which, it is presumed that the LFG generating potential of the landfill will continue to decline. However, during this period, monitoring of perimeter LFG probes is required, and if methane is detected above the 5 percent by volume trigger level, corrective actions must be taken and are the responsibility of the owner of the F-P landfill. If closure and post-closure criteria are implemented properly the 5 percent trigger level should not be exceeded in perimeter probes and the risk associated with methane should continue to be low.

(NCE Report, p. 26.) Thus, the NCE Report concluded that, because of the low risk of LFG migration from the Florin-Perkins Landfill to the Project site, no measures are required to address LFG from the Florin-Perkins Landfill. Based on this analysis, the EIR concluded that landfill gas impacts associated with the Florin-Perkins Landfill were not significant. Therefore, the EIR concluded that the 1,000-foot setback suggested by Dunn was not warranted for the Project.

(3) The Project Would Not Result in the Imposition of Additional Regulatory Requirements on the Florin-Perkins Landfill.

Mr. Dunn claims that the Aspen I project has resulted in “additional restrictions,” “mitigation,” and “financial responsibilities” being placed on Cleavenger family with respect to the Florin-Perkins Landfill. Specifically, Mr. Dunn claims that the Florin-Perkins Landfill has been required to install an active LFG extraction system instead of the passive system that was being planned for the facility. However, the Aspen I project is not the reason why the Florin-Perkins Landfill is now required to install an active LFG extraction system. Rather, the Sacramento Metropolitan Air Quality Management District (SMAQMD) has already required—totally independent of the Aspen I project—that the operator install an active LFG extraction system. Thus, there is no connection between the Aspen I project and the imposition of this requirement on the Florin-Perkins Landfill.

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(4) The EIR for the Project Addressed Potential Odor Impacts from the Florin-Perkins Landfill.

Mr. Dunn expressed concern about the impact of odor on future residents of the Aspen I project site. The EIR, however, analyzed impacts from potential odor sources in the vicinity of the Aspen I project site, including the Florin-Perkins Landfill, concluding that odors from the Florin-Perkins Landfill are unlikely to adversely affect Aspen I residents. As the EIR noted:

Figure 5.1-2 shows that winds blow from the north and northwest towards the project site from the direction of the Teichert Perkins plant approximately 18 percent of the time. The figure also shows that the Florin-Perkins landfill does not appear to be upwind of the project site, because winds rarely blow from the west. Furthermore, the existing permit conditions for the Florin-Perkins landfill restrict the receipt of odor-causing materials at the Materials Recovery Facility.

(FEIR, p. 2-73.) Thus, the odor issue being raised by Mr. Dunn was, despite his contention, clearly raised and adequately addressed in the EIR.

We trust that this letter addresses the environmental issues raised in Mr. Dunn's comments. Please let us know if you have any questions or need additional information regarding this matter.

Sincerely,



Jesse Yang

cc: Antonio Ablog
Randy Sater
Mike Isle
John Taylor
Jim Wiley

RESOLUTION NO. _____

Adopted by the Sacramento City Council

**CERTIFYING THE ENVIRONMENTAL IMPACT REPORT
AND ADOPTING THE MITIGATION MONITORING PROGRAM FOR THE ASPEN I –
NEW BRIGHTON PROJECT (P09-038/M09-032)**

BACKGROUND

A. On July 16, 2015, the City Planning and Design Commission conducted a public hearing on, and forwarded to the City Council a recommendation to approve with conditions the Aspen I—New Brighton Project.

B. On November 10, 2015, the City Council conducted a public hearing, for which notice was given pursuant Sacramento City Code Section 17.812.010 (A)(2)(b) publication, (b) posting, and (c) mail 300 feet and received and considered evidence concerning the Aspen I—New Brighton Project (Project).

**BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL
RESOLVES AS FOLLOWS:**

Section 1. The City Council finds that the Environmental Impact Report for Aspen I—New Brighton Project (herein EIR), which consists of the Draft EIR and the Final EIR (Response to Comments) (collectively the “EIR”) has been completed in accordance with the requirements of the California Environmental Quality Act (CEQA), the State CEQA Guidelines and the Sacramento Local Environmental Procedures.

Section 2. The City Council certifies that the EIR was prepared, published, circulated and reviewed in accordance with the requirements of CEQA, the State CEQA Guidelines and the Sacramento Local Environmental Procedures, and constitutes an adequate, accurate, objective and complete Final Environmental Impact Report in full compliance with the requirements of CEQA, the State CEQA Guidelines and the Sacramento Local Environmental Procedures.

Section 3. The City Council certifies that the EIR has been presented to it, that the City Council has reviewed the EIR and has considered the information contained in the EIR prior to acting on the proposed Project, and that the EIR reflects the City Council’s independent judgment and analysis.

Section 4. Pursuant to CEQA Guidelines Sections 15091 and 15093, and in support of its approval of the Project, the City Council adopts the attached Findings of Fact and

Statement of Overriding Considerations in support of approval of the Project as set forth in the attached Exhibit A of this Resolution.

Section 5. Pursuant to CEQA section 21081.6 and CEQA Guidelines section 15091, and in support of its approval of the Project, the City Council adopts the Mitigation Monitoring Program to require all reasonably feasible mitigation measures be implemented by means of Project conditions, agreements, or other measures, as set forth in the Mitigation Monitoring Program as set forth in Exhibit B of this Resolution.

Section 6. The City Council directs that, upon approval of the Project, the City Manager shall file a notice of determination with the County Clerk of Sacramento County and, if the Project requires a discretionary approval from any state agency, with the State Office of Planning and Research, pursuant to the provisions of CEQA section 21152.

Section 7. Pursuant to Guidelines section 15091(e), the documents and other materials that constitute the record of proceedings upon which the City Council has based its decision are located in and may be obtained from, the Office of the City Clerk at 915 I Street, Sacramento, California. The City Clerk is the custodian of records for all matters before the City Council.

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Exhibit A - CEQA Findings of Fact and Statement of Overriding Considerations for the Aspen I—New Brighton Project.

Exhibit A

CEQA Findings of Fact and Statement of Overriding Considerations for the Aspen I—New Brighton Project

Description of the Project

The proposed project site encompasses approximately 232 acres and is located at the southwest corner of Jackson Highway and South Watt Avenue in the City of Sacramento. A small portion of the project site (approximately 34 gross acres) is located outside the city limits, within unincorporated Sacramento County. The proposed project site is part of what is commonly referred to as “Aspen 1,” which is owned and operated by Teichert Land Company. The site is a former aggregate mining site that provided alluvial sand and gravel in the 1960s to the Teichert Perkins plant. Mining on the project site was completed in the late 1960s and since that time the property has been utilized primarily for wash ponds, drying beds, a conveyor belt system that transports raw aggregate reserves from other aggregate mining sites to the Teichert Perkins plant, and an electrical transmission line that transects the site in a northwesterly direction.

Uses surrounding the project site include the Teichert Perkins plant to the north (an active sand and gravel processing and sales facility), the Teichert Aspen 2 property to the east (a former mine site similar to the project site), the L and D Landfill (a Class III facility limited to non-putrescible commercial waste and recycling) as well as Fruitridge Road to the south, and the former Florin Perkins Landfill and Florin Perkins Road to the west. It should be noted that the Florin Perkins Material Recovery Facility (MRF) / Large Volume Transfer Station (LVTS) currently exists at the former Florin Perkins Landfill site to the west.

Components of the proposed project include the proposed land use areas and infrastructure, the required entitlements, Sacramento Local Agency Formation Commission (LAFCo) reorganization, and an Inclusionary Housing Plan. Project components are further discussed below.

The proposed project includes both a Large Lot Tentative Map and Tentative Subdivision Map. The Large Lot Tentative Map is proposed in order to subdivide the approximately 232-acre site into 24 master parcels for commercial and residential development consistent with the Planned Unit Development (PUD). The Tentative Subdivision Map would establish parcels for residential, commercial, school, park, open space, and urban farm uses. The project would include 59.1 net acres of land designated Low Density Residential located in the northwest, center, and southeast portions of the project site, as well as 8.8 net acres to facilitate the development of an elementary school. In addition, 15.1 net acres of land designated Residential Mixed Use would be located in the central and southern portions of the project site. The project would include the following additional uses: 10.8 net acres of land designated Commercial located in the northeast portion of the site; 14.5 net acres of land designated Parks in three separate areas throughout the project site; 28.5 net acres of land designated Open Space/Medians

located throughout the project site; and 23.8 net acres of land designated Urban Farm in the southwest portion of the project site. Additionally, the applicant is requesting modified street standards.

A General Plan Amendment is required to designate approximately 29.5 acres in the eastern portion of the site, located outside of the City of Sacramento as Traditional Neighborhood Medium (8-36 dwelling units per acre [du/ac]) and Suburban Center (15-36 du/ac with a floor-to-area ratio [FAR] of 0.15-2.0). The remaining approximately 203 acres of the site would retain the designations of Traditional Neighborhood Medium (8-36 du/ac) and Suburban Center (15-36 du/ac with a FAR of 0.15-2.0). In addition, a General Plan Text Amendment is also proposed that would adjust the policy language in the *Sacramento 2035 General Plan* to further support the project's proposed Urban Farm use.

A rezone is required to redesignate the site from Heavy Industrial (M-2S-SWR and M-2S-RSWR), as well as a prezone of the 29.5 acres located outside of the City from Heavy Industrial (M-2 [SM]) and Industrial Reserve Surface Mining Combining Zone (IR [SM]). The site would be zoned Single-Family Residential (R-1A SPD [PUD]), Multi-Family Residential (R-3 SPD [PUD]), Residential Mixed Use (RMX SPD [PUD]), Shopping Center (SC SPD [PUD]), Agricultural Open Space (AOS SPD [PUD]), and Agricultural (A SPD [PUD]). The prezone of the 29.5 acres located outside of the City of Sacramento is required in order to establish City zoning for the project site, which would be effective upon annexation approval by LAFCo.

The project would include the Aspen 1-New Brighton Planned Unit Development (PUD) consisting of a Schematic Plan and Design Guidelines, which are subject to approval by the City Council. Approval of a PUD requires subsequent approvals of either a Special Permit or Plan Review for development within the project boundaries. In addition, the Aspen 1-New Brighton Special Planning District (SPD) would be established. The SPD establishes procedures to implement the policies, land uses, development standards, and design guidelines of the project and is the primary policy and regulatory document used to guide development of properties within the project site.

The applicant's request for an amendment to the City of Sacramento Sphere of Influence for approximately 34 gross acres of land to be included within the SOI was approved by LAFCo on April 1, 2009. Approval from LAFCo of reorganization of the project site would be required. Reorganization would consist of detachment of the site from the Sacramento Metropolitan Fire Department and the Cordova Recreation and Park District, as well as annexation of 29.5 acres of the project site to the City of Sacramento. In a separate action, the PUC would consider approval of a modification of the Cal-Am Water service territory to remove the annexation portion of the project site from Cal-Am's boundaries. As part of the reorganization (annexation and related detachments), a property tax exchange agreement between the City of Sacramento and Sacramento County will be required.

In order to comply with the City's affordable housing ordinance, an Inclusionary Housing Plan is required for the project. The Inclusionary Housing Plan will be submitted by the project applicant after the completion of the Draft EIR. In addition, an amendment to the 2010 City/County Bikeway Master Plan is required in order to include the Aspen 1-New Brighton Trails Plan in the Master Plan document and maps. Finally, a Development Agreement between the applicant and the City of Sacramento will be reviewed in conjunction with the proposed project.

(DEIR, pp. 2-1 to 2-2; FEIR, pp. 2-3 to 2-5.)

Findings Required Under CEQA

1. Procedural Findings

The City Council of the City of Sacramento finds as follows:

Based on the initial study conducted for Aspen I—New Brighton Project, SCH # 2010072058, (herein after the Project), the City of Sacramento's Environmental Planning Services determined, on substantial evidence, that the Project may have a significant effect on the environment and prepared an environmental impact report ("EIR") on the Project. The EIR was prepared, noticed, published, circulated, reviewed, and completed in full compliance with the California Environmental Quality Act (Public Resources Code §21000 *et seq.* ("CEQA"), the CEQA Guidelines (14 California Code of Regulations §15000 *et seq.*), and the City of Sacramento environmental guidelines, as follows:

a. A Notice of Preparation (NOP) of the EIR was filed with the Office of Planning and Research and distributed to responsible and trustee agencies, interested parties, business owners, residences, and landowners within 500 feet of the project area. The NOP was circulated for public comments from July 26, 2010, through August 24, 2010. (DEIR, p. 1-3, Appendix A.)

b. A Notice of Completion (NOC) and copies of the Draft EIR were distributed to the Office of Planning and Research on July 18, 2012, to those public agencies that have jurisdiction by law with respect to the Project, or which exercise authority over resources that may be affected by the Project, and to other interested parties and agencies as required by law. The comments of such persons and agencies were sought. (FEIR, p. 1-1.)

c. An official 45-day public comment period for the Draft EIR was established by the Office of Planning and Research. The public comment period began on July 18, 2012, and ended on August 31, 2012. (FEIR, p. 1-1.)

d. A Notice of Availability (NOA) of the Draft EIR was mailed to property owners within 1,000 feet of the project area and all interested groups, organizations, and individuals who had previously requested notice in writing on July 18, 2012. The NOA stated that the City of Sacramento had completed the Draft EIR and that copies were

available at the City of Sacramento, Community Development Department, 300 Richards Boulevard, Third Floor, Sacramento, California 95811. The letter also indicated that the official 45-day public review period for the Draft EIR would end on August 31, 2012.

e. A public notice was placed in the Daily Recorder on July 18, 2012, which stated that the Draft EIR was available for public review and comment.

f. A public notice was posted in the office of the Sacramento County Clerk on July 18, 2012.

g. Following closure of the public comment period, all comments received on the Draft EIR during the comment period, the City's written responses to the significant environmental points raised in those comments, and additional information added by the City were added to the Draft EIR to produce the Final EIR.

2. Record of Proceedings

The following information is incorporated by reference and made part of the record supporting these findings:

a. The Draft and Final EIR and all documents relied upon or incorporated by reference;

b. The City of Sacramento 2030 General Plan adopted March 3, 2009, and all updates;

c. The Master Environmental Impact Report for the City of Sacramento 2030 General Plan certified on March 3, 2009, and all updates;

d. Findings of Fact and Statement of Overriding Considerations for the Adoption of the Sacramento 2030 General Plan adopted March 3, 2009, and all updates;

e. The City of Sacramento 2035 General Plan adopted March 3, 2015, and all updates;

f. The Master Environmental Impact Report for the City of Sacramento 2035 General Plan certified on March 3, 2015, and all updates;

g. Findings of Fact and Statement of Overriding Considerations for the Adoption of the Sacramento 2035 General Plan adopted March 3, 2015, and all updates;

h. Planning and Development Code of the City of Sacramento (Sacramento City Code, Title 17);

i. Blueprint Preferred Scenario for 2050, Sacramento Area Council of Governments (SACOG), December 2004;

- j. Metropolitan Transportation Plan/Sustainable Communities Strategy (MTP/SCS), SACOG, April 2012;
- k. Fruitridge Broadway Community Plan;
- l. Draft Aspen I—New Brighton SPD-PUD Schematic Plan and Guidelines;
- m. Aspen I—New Brighton SPD-PUD Large Lot Tentative Map and Tentative Subdivision Map;
- n. The Mitigation Monitoring Program for the Project;
- o. Project application and supplemental materials submitted along with project application;
- p. All records of decision, staff reports, memoranda, maps, exhibits, letters, synopses of meetings, and other documents approved, reviewed, relied upon, or prepared by any City commissions, boards, officials, consultants, or staff relating to the Project.

3. Findings

CEQA requires that the lead agency adopt mitigation measures or alternatives, where feasible, to substantially lessen or avoid significant environmental impacts that would otherwise occur. Mitigation measures or alternatives are not required, however, where such changes are infeasible or where the responsibility for the project lies with some other agency. (CEQA Guidelines, § 15091, sub. (a), (b).)

With respect to a project for which significant impacts are not avoided or substantially lessened, a public agency, after adopting proper findings, may nevertheless approve the project if the agency first adopts a statement of overriding considerations setting forth the specific reasons why the agency found that the project's "benefits" rendered "acceptable" its "unavoidable adverse environmental effects." (CEQA Guidelines, §§ 15093, 15043, sub. (b); see also Pub. Resources Code, § 21081, sub. (b).)

In seeking to effectuate the substantive policy of CEQA to substantially lessen or avoid significant environmental effects to the extent feasible, an agency, in adopting findings, need not necessarily address the feasibility of *both* mitigation measures and environmentally superior alternatives when contemplating approval of a proposed project with significant impacts. Where a significant impact can be mitigated to an "acceptable" level solely by the adoption of feasible mitigation measures, the agency, in drafting its findings, has no obligation to consider the feasibility of any environmentally superior alternative that could also substantially lessen or avoid that same impact — even if the alternative would render the impact less severe than would the proposed project as mitigated. (*Laurel Hills Homeowners Association v. City Council* (1978) 83 Cal.App.3d

515, 521; see also *Kings County Farm Bureau v. City of Hanford* (1990) 221 Cal.App.3d 692, 730-731; and *Laurel Heights Improvement Association v. Regents of the University of California* (“*Laurel Heights I*”) (1988) 47 Cal.3d 376, 400-403.)

In these Findings, the City first addresses the extent to which each significant environmental effect can be substantially lessened or avoided through the adoption of feasible mitigation measures. Only after determining that, even with the adoption of all feasible mitigation measures, an effect is significant and unavoidable does the City address the extent to which alternatives described in the EIR are (i) environmentally superior with respect to that effect and (ii) “feasible” within the meaning of CEQA.

In cases in which a project's significant effects cannot be mitigated or avoided, an agency, after adopting proper findings, may nevertheless approve the project if it first adopts a statement of overriding considerations setting forth the specific reasons why the agency found that the “benefits of the project outweigh the significant effects on the environment.” (Public Resources Code, Section 21081, sub. (b); see also, CEQA Guidelines, Sections 15093, 15043, sub.(b).) In the Statement of Overriding Considerations found at the end of these Findings, the City identifies the specific economic, social, and other considerations that, in its judgment, outweigh the significant environmental effects that the Project will cause.

The California Supreme Court has stated that “[t]he wisdom of approving ... any development project, a delicate task which requires a balancing of interests, is necessarily left to the sound discretion of the local officials and their constituents who are responsible for such decisions. The law as we interpret and apply it simply requires that those decisions be informed, and therefore balanced.” (*Goleta II* (1990) 52 Cal.3d 553 at 576.)

In support of its approval of the Project, the City Council makes the following findings for each of the significant environmental effects and alternatives of the Project identified in the EIR pursuant to Section 21080 of CEQA and section 15091 of the CEQA Guidelines:

A. Significant or Potentially Significant Impacts Mitigated to a Less Than Significant Level.

The following significant and potentially significant environmental impacts of the Project, including cumulative impacts, are being mitigated to a less than significant level and are set out below. Pursuant to section 21081(a)(1) of CEQA and section 15091(a)(1) of the CEQA Guidelines, as to each such impact, the City Council, based on the evidence in the record before it, finds that changes or alterations incorporated into the Project by means of conditions or otherwise, mitigate, avoid or substantially lessen to a level of insignificance these significant or potentially significant environmental impacts of the Project. The basis for the finding for each identified impact is set forth below.

Air Quality and Climate Change

5.1-1 Impacts related to a short-term increase in construction-generated NO_x emissions. Unmitigated construction emissions would exceed SMAQMD's NO_x threshold level of 85 pounds per day during the first two years of construction for both the with conveyor belt and without conveyor belt options. These emissions are primarily associated with earth moving and rough grading. Because construction emissions would exceed SMAQMD's NO_x threshold level of 85 pounds per day during the first two years of construction for both options, the project's impact would be ***potentially significant***. (DEIR, pp. 5.1-22 to 5.1-25; FEIR, pp. 2-6 to 2-9.)

Mitigation Measure (from MMP): The following mitigation measure(s) has been adopted to address this impact:

5.1-1(a)

The applicant shall submit a SMAQMD-approved plan, which demonstrates that heavy duty off-road vehicles used in construction of the project achieve a project-wide fleet average 20 percent NO_x reduction and 45 percent particulate reduction compared to the most recent CARB fleet average at the time of construction, within 30 days of issuance of the grading permit, but at least 10 business days prior to use of equipment on the project.

5.1-1(b)

The applicant shall submit to the City of Sacramento a comprehensive inventory of all off-road construction equipment, equal to or greater than 50 horsepower, that will be used an aggregate of 40 or more hours during any portion of the construction project, within 30 days of issuance of the grading permit, but at least 10 business days prior to use of equipment on the project. The inventory shall include the horsepower rating, engine production year, and projected hours of use or fuel throughput for each piece of equipment. The inventory shall be updated and submitted monthly throughout the duration of the project, except that an inventory shall not be required for any 30-day period in which no construction activity occurs. At least 48 hours prior to the use of subject heavy-duty off-road equipment, the project representative shall provide SMAQMD with the anticipated construction timeline including start date, and name and phone number of the project manager and on-site foreman.

5.1-1(c)

The project applicant shall provide a construction mitigation fee to the SMAQMD sufficient to offset project emissions of NO_x above 85 pounds per day within 30 days of issuance of the grading permit, but at least 10 business days prior to use of equipment on the project. The amount of the fee shall be based on updated construction scheduling and equipment lists, and shall be calculated using the SMAQMD method of estimating excess emissions and the most current price of NO_x construction offsets calculated by SMAQMD. In addition, the project applicant shall ensure that its contractors maintain detailed construction equipment use records to ensure accurate calculation of fees.

(DEIR, pp. 5.1-23 to 5.1-25; FEIR, pp. 2-6 to 2-9, 2-68 to 2-69.)

Finding: Implementation of Mitigation Measures 5.1-1(a) through (c) would reduce the project's construction emissions of NO_x emissions. The list includes mitigation measures recommended in the Sacramento City Code, the City of Sacramento 2030 General Plan MEIR, and in the SMAQMD's CEQA Handbook (SMAQMD, 2009). Implementation of these measures, which includes an emissions offset fee, would reduce NO_x emissions to less than SMAQMD's significance threshold, reducing the impact to a *less than significant* level. (DEIR, p. 5.1-23.)

With implementation of the mitigation measure(s), this impact is reduced to a *less than significant* level.

5.1-3 Impacts related to an increase in health risks from diesel exhaust during construction. The majority of the project's diesel particulate matter (DPM) exhaust would be generated during the first two years of project construction, when mass grading operations would be used to move material from the Aspen 3 area to the project site. The proposed project's DPM emissions would be highest during the first two years of construction and would decrease substantially in subsequent years. However, if Mitigation Measures 5.1-1(a) through 5.1-1(e) were not implemented, the project's impact related to health risks from diesel exhaust would be ***potentially significant***. (DEIR, p. 5.1-26; FEIR, p. 2-11.)

Mitigation Measure (from MMP): The following mitigation measure(s) has been adopted to address this impact:

5.1-1(a)

The applicant shall submit a SMAQMD-approved plan, which demonstrates that heavy duty off-road vehicles used in construction of the project achieve a project-wide fleet average 20 percent NO_x reduction and 45 percent particulate reduction compared to the most recent CARB fleet average at the time of construction, within 30 days of issuance of the grading permit, but at least 10 business days prior to use of equipment on the project.

5.1-1(b)

The applicant shall submit to the City of Sacramento a comprehensive inventory of all off-road construction equipment, equal to or greater than 50 horsepower, that will be used an aggregate of 40 or more hours during any portion of the construction project, within 30 days of issuance of the grading permit, but at least 10 business days prior to use of equipment on the project. The inventory shall include the horsepower rating, engine production year, and projected hours of use or fuel throughput for each piece of equipment. The inventory shall be updated and submitted monthly throughout the duration of the project, except that an inventory shall not be required for any 30-day period in which no construction activity occurs. At least 48 hours prior to the use of subject heavy-duty off-road equipment, the project representative shall provide SMAQMD with the anticipated

construction timeline including start date, and name and phone number of the project manager and on-site foreman.

5.1-1(c)

The project applicant shall provide a construction mitigation fee to the SMAQMD sufficient to offset project emissions of NO_x above 85 pounds per day within 30 days of issuance of the grading permit, but at least 10 business days prior to use of equipment on the project. The amount of the fee shall be based on updated construction scheduling and equipment lists, and shall be calculated using the SMAQMD method of estimating excess emissions and the most current price of NO_x construction offsets calculated by SMAQMD. In addition, the project applicant shall ensure that its contractors maintain detailed construction equipment use records to ensure accurate calculation of fees.

5.1-2(a)

Prior to the issuance of a grading permit, the applicant shall incorporate the following mitigation measures into the construction contract documents, which shall be submitted for review and approval by the City Engineer:

- Water all exposed surfaces with adequate frequency for continued moist soil. Exposed surfaces include, but are not limited to soil piles, graded areas, unpaved parking areas, staging areas, and access roads. However, do not overwater to the extent that sediment flows off the site;
- Cover or maintain at least two feet of free board space on haul trucks transporting soil, sand, or other loose material on the site. Any haul trucks that would be traveling along freeways or major roadways should be covered;
- Use wheel washers for all exiting trucks, or wash off all trucks and equipment when leaving the site.
- Treat site accesses to a distance of 100 feet from the paved road edge with a 6 to 12 inch layer of wood chips, mulch, or gravel to reduce generation of road dust and road dust carryout onto public roads.
- Use wet power vacuum street sweepers to remove any visible trackout mud or dirt onto adjacent public roads at least once a day. Use of dry power sweeping is prohibited;
- Limit vehicle speeds on unpaved roads to 15 miles per hour (mph);
- Suspend excavation, grading, and/or demolition activity within wind speeds exceed 20 mph.
- All roadways, driveways, sidewalks, parking lots to be paved should be completed as soon as possible. In addition, building pads should be laid as soon as possible after grading unless seeding or soil binders are used.
- Post a publicly visible sign with the telephone number and person to contact at the lead agency regarding dust complaints. This person shall respond and take corrective action within 48 hours. The phone number of the District shall also be visible to ensure compliance.

5.1-2(b)

During construction, the project contractor shall ensure that emissions from all off-road diesel powered equipment used on the project site do not exceed 40 percent opacity for more than three minutes in any one hour. Any equipment found to exceed 40 percent opacity (or Ringelmann 2.0) shall be repaired immediately, and the City of Sacramento shall be notified within 48 hours of identification of non-compliant equipment.

In addition, the project contractor shall conduct a visual survey of all in-operation equipment at least weekly. A monthly summary of the visual survey results shall be submitted throughout the duration of the project, except that the monthly summary shall not be required for any 30-day period in which no construction activity occurs. The monthly summary shall include the quantity and type of vehicles surveyed as well as the dates of each survey. The SMAQMD and/or other officials may conduct periodic site inspections to determine compliance. Nothing in this section shall supersede other SMAQMD or State rules or regulations.

(DEIR, pp. 5.1-23 to 5.1-25; FEIR, pp. 2-6 to 2-11, 2-68 to 2-71.)

Finding: Mitigated DPM emissions assume a 45 percent reduction from uncontrolled levels based on the mitigation measures required in Impact 5.1-1, above. Implementation of Mitigation Measures 5.1-1(a) through (c) and 5.1-2(a) and (b) would reduce this impact to a *less than significant* level. (DEIR, p. 5.1-26; FEIR, pp. 2-6 to 2-11.)

With implementation of the mitigation measure(s), this impact is reduced to a *less than significant* level.

Biological Resources

5.2-1 Impacts to wetlands and associated resources. Implementation of the proposed project would not result in impacts to wetlands or other waters of the United States or streambed or lake habitats. However, the project would result in a *potentially significant* impact to waters of the State. The 0.25-acre of seasonal wetland on the Mayhew property has reformed since the abandonment of the site, and the position of the wetland in the landscape – approximately 30 feet lower than the natural ground surface – isolates them from any other water of the United States. In addition, the wetland does not receive waters of the United States, nor is the wetland tributary to waters of the United States. However, isolation does not eliminate these features from regulation under the Porter Cologne Act of the California Water Code. Furthermore, the *Sacramento County General Plan* contains a policy requiring mitigation for the loss of any wetland, even if isolated. Therefore, impacts to waters of the State would be *potentially significant*. (DEIR, p. 5.2-37 to 5.2-39; FEIR, pp. 2-14, 2-78.)

Mitigation Measure (from MMP): The following mitigation measure(s) has been adopted to address this impact:

5.2-1

Prior to the issuance of a grading permit, the project applicant shall either create 0.25-acre of seasonal wetland habitat or purchase 0.25-acre of seasonal wetland credits at an agency-approved mitigation bank with a service area covering the project site, as determined based on consultation with the Central Valley Regional Water Quality Board. (DEIR, p. 5.2-39; FEIR, pp. 2-14, 2-78.)

Finding: Implementation of Mitigation Measure 5.2-1 would reduce this impact to a *less than significant* level. (DEIR, p. 5.2-39; FEIR, p. 2-14.)

With implementation of the mitigation measure(s), this impact is reduced to a *less than significant* level.

5.2-3 Impacts related to the loss of Swainson's hawk foraging habitat. The presence of a Swainson's hawk nest within 2.7 miles of the project's residential development areas and within 0.6-mile of the off-site facilities, as well as the presence of other nesting pairs within five miles, indicates the possibility that the project site is used as part of the foraging range of the species. The proposed project would remove approximately 50 acres of agricultural habitat suitable for Swainson's hawk foraging within on-site lands proposed for development. In order to mitigate for the loss of foraging habitat, the CDFG's model guidelines require that a project within five miles for an active nest tree but greater than one mile from the nest tree provide 0.75 acres of "Habitat Management" (HM) lands to CDFG for each acre of urban development authorized (0.75:1 ratio). All HM lands acquired must be protected by fee title acquisition or a conservation easement. All suitable foraging habitat within the project's lands in the City are within the CDFG's one- to five-mile distance class to the nearest nest site. Therefore, the appropriate mitigation ratio for on-site foraging habitat loss is 0.75:1. As applied to the 50 acres of suitable on-site foraging habitat within the City lands, 38 acres of mitigation is required. Notwithstanding the relatively low value of potential foraging habitat on-site, because implementation of the project would result in the loss of Swainson's hawk foraging habitat on the project site, a ***potentially significant*** impact would result. (DEIR, pp. 5.2-40 to 5.2-42.)

Mitigation Measure (from MMP): The following mitigation measure(s) have been adopted to address this impact:

5.2-3

Prior to the issuance of a grading permit, the project applicant shall dedicate land at a ratio of 0.75:1 (38 acres for the proposed project). The location of the replacement foraging habitat shall be coordinated with, and approved by, the California Department of Fish and Game, and shall be acquired prior to development of the project site. (DEIR, p. 5.2-42, FEIR, p. 2-15.)

Finding: Implementation of Mitigation Measure 5.2-3 would reduce this impact to a *less than significant* level. (DEIR, p. 5.2-42; FEIR, p. 2-15.)

With implementation of the mitigation measure(s), this impact is reduced to a *less than significant* level.

5.2-4 Impacts related to the disturbance or removal of an active Swainson's hawk nest. Although Swainson's hawks have not been observed nesting within the project site, suitable nest trees are present. Therefore the possibility exists that Swainson's hawks could be nesting on the site at the time of project implementation. Construction activities and habitat modification at or near an active nest site during the active nesting season (March 1 to September 15) could disrupt nesting activities and thereby reduce reproductive success or cause direct or indirect mortality of nestlings. Therefore, impacts to active Swainson's hawk nests would be ***potentially significant***. (DEIR, p. 5.2-42; FEIR, pp. 2-80.)

Mitigation Measure (from MMP): The following mitigation measure(s) has been adopted to address this impact:

5.2-4

One of the following mitigation options shall be implemented by the project applicant to avoid disturbing or removing any active Swainson's hawk nest tree at the time of project implementation:

- If project construction plans require removal of a tree that represents potential nesting habitat for Swainson's hawk and other raptors, the project applicant shall remove such trees during the non-nesting season, prior to initiation of major construction.

Or

- If suitable raptor nest trees are on-site and construction is planned during the nesting season for the Swainson's hawk or other raptors, the project applicant shall conduct preconstruction surveys to determine if raptors are using suitable nest trees. If Swainson's hawks or other raptors have active nests on the property, construction shall be avoided within a buffer area designated to protect the nesting pair. The size of the buffer will be determined by a qualified biologist with experience in raptor nest protection and will be based on the location of the nest, the background level of disturbance in the nest area (i.e., from ongoing aggregate operation activities and land use activities on adjacent lands), and observed reactions of the nesting hawks to human activity.

(DEIR, pp. 5.2-42 to 5.2-43, FEIR, pp. 2-15 to 2-16.)

Finding: Implementation of Mitigation Measure 5.2-4 would reduce this impact to a *less than significant* level. (DEIR, p. 5.2-42; FEIR, p. 2-15.)

With implementation of the mitigation measure(s), this impact is reduced to a *less than significant* level.

5.2-5 Impacts related to the loss of occupied burrowing owl habitat. Burrowing owls have not been observed within the proposed project area, including during any reconnaissance surveys that were performed. However, because suitable habitat for burrowing owls exists on-site, the potential exists for burrowing owls to be present and not have been detected, or for the owls to colonize the site prior to construction. If the site is occupied by burrowing owls, then construction could lead to mortality or reproductive disruption. Therefore, the project's impact related to the potential loss of occupied burrowing owl habitat would be ***potentially significant***. (DEIR, p. 5.2-43, FEIR, p. 2-16.)

Mitigation Measure (from MMP): The following mitigation measure(s) has been adopted to address this impact:

5.2-5

Prior to construction, the project applicant shall initiate preconstruction surveys of the project site to determine if burrowing owls are present during the non-nesting season prior to any breeding season construction. If burrowing owls are not present, further mitigation is not required. If occupied burrows are found during the non-breeding season, the project applicant shall implement standard "passive relocation" measures to exclude burrowing owls from burrows that need to be disturbed, consistent with CDFG guidelines. If breeding owls are found on-site during the nesting season, the project applicant shall establish a no-disturbance buffer around nesting burrows until the nesting is completed. The buffer distance and verification of completion of nesting will be determined by a qualified biologist with experience working with burrowing owls and construction activities. If it is not feasible to avoid removal of nesting burrows, the project applicant shall consult with the CDFG to determine if any options for active nest relocation are feasible. (DEIR, p. 5.2-43, FEIR, p. 2-16.)

Finding: Implementation of Mitigation Measure 5.2-5 would reduce this impact to a *less than significant* level. (DEIR, p. 5.2-43; FEIR, p. 2-16.)

With implementation of the mitigation measure(s), this impact is reduced to a *less than significant* level.

5.2-6 Impacts related to the loss of tricolored blackbird foraging habitat. Suitable nesting habitat for the tricolored blackbird does not currently exist on the proposed project site. However, the tricolored blackbird was observed likely nesting on an adjacent property in 2009 and was observed foraging within the reclaimed agricultural lands within the project site. The foraging habitat used by the blackbirds also constitutes the potential foraging habitat for the Swainson's hawk (See Impact 5.2-3). The loss of occupied foraging habitat for the tricolored

blackbird would be a ***potentially significant*** impact. (DEIR, p. 5.2-44; FEIR, p. 2-16.)

Mitigation Measure (from MMP): The following mitigation measure(s) have been adopted to address this impact:

5.2-3

Prior to the issuance of a grading permit, the project applicant shall dedicate land at a ratio of 0.75:1 (38 acres for the proposed project). The location of the replacement foraging habitat shall be coordinated with, and approved by, the California Department of Fish and Game, and shall be acquired prior to development of the project site. (DEIR, p. 5.2-42, FEIR, p. 2-15.)

Finding: Implementation of Mitigation Measure 5.2-3 would reduce this impact to a *less than significant* level. (DEIR, p. 5.2-44; FEIR, p. 2-16.)

With implementation of the mitigation measure(s), this impact is reduced to a *less than significant* level.

5.2-10 Impacts related to the loss of active raptor nest trees. An active red-tailed hawk nest was documented within the project site in 2009 and 2010 and other raptors have potential to nest there. Project construction that occurs during the nesting seasons for raptors and other native migratory birds could disturb or destroy active nests of raptors or other migratory birds. Loss of raptor nests would violate CDFG Code Section 3503.5 and the project's impact related to the loss of active raptor nest trees would be ***potentially significant***. (DEIR, p. 5.2-45; FEIR, p. 2-17.)

Mitigation Measure (from MMP): The following mitigation measure(s) has been adopted to address this impact:

5.2-4

One of the following mitigation options shall be implemented by the project applicant to avoid disturbing or removing any active Swainson's hawk nest tree at the time of project implementation:

- If project construction plans require removal of a tree that represents potential nesting habitat for Swainson's hawk and other raptors, the project applicant shall remove such trees during the non-nesting season, prior to initiation of major construction.

Or

- If suitable raptor nest trees are on-site and construction is planned during the nesting season for the Swainson's hawk or other raptors, the project applicant shall conduct preconstruction surveys to determine if raptors are

using suitable nest trees. If Swainson's hawks or other raptors have active nests on the property, construction shall be avoided within a buffer area designated to protect the nesting pair. The size of the buffer will be determined by a qualified biologist with experience in raptor nest protection and will be based on the location of the nest, the background level of disturbance in the nest area (i.e., from ongoing aggregate operation activities and land use activities on adjacent lands), and observed reactions of the nesting hawks to human activity.

(DEIR, pp. 5.2-42 to 5.2-43, FEIR, pp. 2-15 to 2-16.)

Finding: Mitigation Measure 5.2-4 describes protection measures for the Swainson's hawk and other tree nesting raptors, including removal of nesting trees during the non-nesting season or establishment of no-disturbance buffers around nests. Implementation of these measures would ensure that active raptor nests would not be disturbed. Implementation of Mitigation Measure 5.2-4 would reduce this impact to a *less than significant* level. (DEIR, p. 5.2-45; FEIR, p. 2-17.)

With implementation of the mitigation measure(s), this impact is reduced to a *less than significant* level.

5.2-11 Impacts related to the loss of heritage and/or protected trees. Implementation of the proposed project would result in the loss of 22 trees that qualify as heritage and/or protected trees within the approximately 232-acre on-site area. In addition, 31 protected trees within the approximately 222-acre off-site area would be removed. Protection of these trees is not feasible due to their current location in topographically low positions within the project site and the need to conduct grading prior to construction. Because the proposed project does not include a tree mitigation plan that identifies the number and location of replacement trees to be planted, the project would result in a ***potentially significant*** impact to heritage and protected trees. (DEIR, pp. 5.2-45 to 5.2-46; FEIR, p. 2-17.)

Mitigation Measure (from MMP): The following mitigation measure(s) has been adopted to address this impact:

5.2-11

Prior to construction, the project applicant shall submit for the review and approval of the City of Sacramento Planning Department and the Sacramento County Community Planning and Development Department a tree mitigation plan that identifies the number and location of trees that will be planted as replacement trees. A qualified arborist shall perform an assessment of the health of protected trees to determine which trees require mitigation. If the project site cannot support all of the required replacement trees, the applicant shall deposit in the County's Tree Preservation Fund a sum equivalent to the replacement cost of the number of trees that cannot be accommodated. In addition, if an on-site mitigation area is not available due to site limitations, the applicant shall mitigate off-site for the

impacts pursuant to Sacramento County General Plan Policy CO-140. (DEIR, p. 5.2-46; FEIR, pp. 2-17, 2-80 to 2-81.)

Finding: Implementation of Mitigation Measure 5.2-11 would reduce this impact to a *less than significant* level. (DEIR, p. 5.2-46; FEIR, p. 2-17.)

With implementation of the mitigation measure(s), this impact is reduced to a *less than significant* level.

5.2-12 Cumulative loss of biological resources in the City of Sacramento and the effects of ongoing urbanization in the region. The Sacramento area is experiencing urban growth. Several housing developments are already approved or planned in the surrounding areas. Cumulatively, these projects would reduce common wildlife habitat and the numbers of special-status plant and animal species. The proximity of the project site to natural riparian habitat could provide habitat for many common species and for several special-status species. The *Sacramento 2030 General Plan Draft MEIR* concluded that cumulative impacts related to implementation of the General Plan and regional buildout assumed in the Sacramento Valley could result in a regional significant cumulative impact related to the loss of special-status plant or wildlife species and their habitat. However, the *Sacramento 2030 General Plan Draft MEIR* determined that implementation of General Plan Draft MEIR Mitigation Measure 6.3-13 (which requires preconstruction surveys and/or Habitat Assessments for any individual development project within the policy area that requires discretionary approval) would assure that any impacted sensitive habitat could be replaced within the region, resulting in a less-than-considerable contribution to the region-wide loss of these species; therefore, the cumulative contribution to the regional loss of special-status and sensitive plants and wildlife and their habitat would not be significant. The proposed project would be required to perform on-site surveys for special-status plant and wildlife species that have the potential to occur on-site, prior to any site disturbance. If the project-level mitigation measures were not implemented, however, the project's cumulative impacts would be ***potentially significant***. (DEIR, pp. 5.2-46 to 5.2-47.)

Mitigation Measure (from MMP): The following mitigation measure(s) has been adopted to address this impact:

5.2-12

Implement Mitigation Measures 5.2-1 through 5.2-11.

Finding: Implementation of Mitigation Measures 5.2-1 through 5.2-11 would reduce this impact to a *less than significant* level. (DEIR, p. 5.2-47; FEIR, p. 2-17.)

With implementation of the mitigation measure(s), this impact is reduced to a *less than significant* level.

Cultural Resources

5.3-1 Impacts related to the substantial change in the significance of historical or archaeological resources or the direct or indirect destruction of a unique paleontological resource, site, or unique geologic feature. SWCA Environmental Consultants, Inc. did not identify any prehistoric, archaeological, or historic-era cultural resources. Additionally, a record search conducted by the North Central Information Center (NCIC) of the California Historical Resources Information System did not reveal any known prehistoric resources on the project site or in the immediate vicinity of the project site. In addition, a Sacred Lands File search did not indicate the presence of Native American sites in the immediate study area. As the site has previously been disturbed, a low potential exists for historic, archaeological, or paleontological resources to be discovered during reexcavation. However, according to the NCIC records search, the environmental setting and known land use patterns in the vicinity indicate a low to moderate possibility for subsurface prehistoric cultural resources and a moderate to high possibility of subsurface historic cultural resources exists on the project site. Therefore, the possibility exists that the excavation could disturb previously unknown historical, archaeological, or unique paleontological resources, resulting in a ***potentially significant*** impact. (DEIR, p. 5.3-8; FEIR, p. 2-18.)

Mitigation Measure (from MMP): The following mitigation measure(s) has been adopted to address this impact:

5.3-1(a)

In the event that any prehistoric subsurface archeological features or deposits, including locally darkened soil ("midden"), that could conceal cultural deposits, animal bone, obsidian and/or mortars are discovered during earth-moving activities, all work within 100 feet of the resource shall be halted, and the applicant shall consult with a qualified archeologist, representatives of the City and a qualified archeologist shall coordinate to determine the appropriate course of action. All significant cultural materials recovered shall be subject to scientific analysis and professional museum curation.

5.3-1(b)

If a Native American site is discovered, the evaluation process shall include consultation with the appropriate Native American representatives.

If a Native American archeologist, ethnographic, or spiritual resources are discovered, all identification and treatment shall be conducted by qualified archeologists, who are certified by the Society of Professional Archeologists (SOPA) and/or meet the federal standards as stated in the Code of Federal Regulations (36 CFR 61), and Native American representatives, who are approved by the local Native American community as scholars of the cultural traditions.

In the event that no such Native American is available, persons who represent tribal governments and/or organizations in the locale in which resources could be affected shall be consulted. If historic archeological sites are involved, all identified treatment is to be carried out qualified historical archeologists, who shall meet either Register of Professional Archeologists (RPA), or 36 CFR 61 requirements.

5.3-1(c)

If a human bone or bone of unknown origin is found during earth-moving activities, all work shall stop within 100 feet of the find, and the County Coroner shall be contacted immediately. If the remains are determined to be Native American, the Coroner shall notify the Native American Heritage Commission, who shall notify the person most likely believed to be a descendant. The most likely descendant shall work with the contractor to develop a program for re-internment of the human remains and any associated artifacts. No additional work is to take place within the immediate vicinity of the find until the identified appropriate actions have taken place.

(DEIR, p. 5.3-9; FEIR, pp. 2-18 to 2-19.)

Finding: Implementation of Mitigation Measures 5.3-1(a) through (c) would reduce this impact to a *less than significant* level. (DEIR, p. 5.3-9; FEIR, p. 2-18.)

With implementation of the mitigation measure(s), this impact is reduced to a *less than significant* level.

5.3-2 Disturbance or destruction of previously unknown archaeological resources in combination with other development in the Sacramento area. The Sacramento 2030 General Plan EIR found that cumulative development would create a potentially significant impact to cultural resources that could be mitigated to a less than significant level with implementation of certain mitigation measures. The field inspection by SWCA Environmental Consultants did not find evidence of prehistoric or archaeological deposits on the site. Furthermore, the extensive ground disturbance associated with mining of the site has not unearthed any archaeological resources. However, the potential for unknown archaeological resources exists on the project site. Therefore, without implementation of mitigation measures, the proposed project would have a ***potentially significant*** cumulative impact on cultural resources. (DEIR, p. 5.3-10; FEIR, p. 2-19.)

Mitigation Measure (from MMP): The following mitigation measure(s) has been adopted to address this impact:

5.3-1(a)

In the event that any prehistoric subsurface archeological features or deposits, including locally darkened soil ("midden"), that could conceal cultural deposits, animal bone, obsidian and/or mortars are discovered during earth-moving activities, all work within 100 feet of the resource shall be halted, and the applicant shall consult with a qualified archeologist, representatives of the City and a

qualified archeologist shall coordinate to determine the appropriate course of action. All significant cultural materials recovered shall be subject to scientific analysis and professional museum curation.

5.3-1(b)

If a Native American site is discovered, the evaluation process shall include consultation with the appropriate Native American representatives.

If a Native American archeologist, ethnographic, or spiritual resources are discovered, all identification and treatment shall be conducted by qualified archeologists, who are certified by the Society of Professional Archeologists (SOPA) and/or meet the federal standards as stated in the Code of Federal Regulations (36 CFR 61), and Native American representatives, who are approved by the local Native American community as scholars of the cultural traditions.

In the event that no such Native American is available, persons who represent tribal governments and/or organizations in the locale in which resources could be affected shall be consulted. If historic archeological sites are involved, all identified treatment is to be carried out qualified historical archeologists, who shall meet either Register of Professional Archeologists (RPA), or 36 CFR 61 requirements.

5.3-1(c)

If a human bone or bone of unknown origin is found during earth-moving activities, all work shall stop within 100 feet of the find, and the County Coroner shall be contacted immediately. If the remains are determined to be Native American, the Coroner shall notify the Native American Heritage Commission, who shall notify the person most likely believed to be a descendant. The most likely descendant shall work with the contractor to develop a program for re-internment of the human remains and any associated artifacts. No additional work is to take place within the immediate vicinity of the find until the identified appropriate actions have taken place.

(DEIR, p. 5.3-9; FEIR, pp. 2-18 to 2-19.)

Finding: Implementation of Mitigation Measures 5.3-1(a) through (c) would reduce this impact to a *less than significant* level. (DEIR, p. 5.3-10; FEIR, p. 2-19.)

With implementation of the mitigation measure(s), this impact is reduced to a *less than significant* level.

Geology, Soils, and Mineral Resources

5.4-1 Impacts related to development in areas that could be affected by geologic hazards associated with unstable soils conditions including expansive soils and subsidence, potentially exposing people to risk from these hazards. The project site has been utilized for aggregate mining and related mining uses. The depth of disturbed and undocumented fill soils is unknown for the project site and

off-site infrastructure area. The project applicant would be required to submit a design-level geotechnical analysis, including site-specific analysis of the depth of the disturbed native soils and undocumented fill. Therefore, without a design level geotechnical analysis, a ***potentially significant*** impact would occur. (DEIR, pp. 5.4-12 to 5.4-13; FEIR, p. 2-19.)

Mitigation Measure (from MMP): The following mitigation measure(s) has been adopted to address this impact:

5.4-1(a)

Prior to issuance of grading permit, the applicant shall submit a design-level geotechnical analysis, for review and approval of the City Engineer. The geotechnical analysis report shall include, but not limited to, soil test boring or test bits with soil sampling, laboratory testing, and additional engineering evaluation to determine the depth and consistency of the native soils and undocumented fill. In addition, the geotechnical analysis report shall include, but not limited to, conclusions and specific recommendations regarding the following:

- Site preparation;
- Soil expansion potential;
- Foundation alternatives;
- Liquefaction;
- Slope Stability;
- Floor support;
- Site drainage
- Pavement design; and
- Quality and ability of the soil to support plant and tree life.

5.4-1(b)

At least 72 hours prior to the placement of imported fill, the applicant shall have the potential fill inspected by a qualified geotechnical consultant to ensure that all fill being used for fills less than five feet below design grade have a plasticity index of less than or equal to 12, and that all soils are clean and free of deleterious materials, organic materials, and shall not contain particles greater than six inches in size. The results of the geotechnical analysis shall be submitted to the City Engineer prior to placement of fill.

5.4-1(c)

Prior to placement of imported fill, the applicant shall have the excavation surface inspected by a qualified geotechnical consultant to ensure the stability of the excavation bottom. Should the site be found to be unstable or contain loose or deleterious materials, the applicant shall perform required mitigation as identified by the geotechnical consultants and approved by the City Engineer. Mitigation for unstable fill could include, but is not limited to the following:

- Restrict fill activities to occur when the excavation bottom is dry and stable during warm weather; or

- Require that the placement of geotextile fabric be placed prior to granular import fill. The geotextile fabric would be required to be Mirafi 600X or equivalent. Granular fill would consist of wellgraded crushed materials, such as Class 2 aggregate base of Caltrans Standard Specifications, but may also consist of other granular imported materials. Uniform crushed rock may be used
- as a stabilizing layer provided that the crushed rock is completely wrapped in the geotextile fabric.

(DEIR, pp. 5.4-13 to 5.4-14; FEIR, pp. 2-19 to 2-21.)

Finding: Implementation of Mitigation Measures 5.4-1(a) through (c) would reduce this impact to a *less than significant* level. (DEIR, pp. 5.4-13 and 5.4-14; FEIR, pp. 2-19 to 2-21.)

With implementation of the mitigation measure(s), this impact is reduced to a *less than significant* level

5.4-3 Impacts related to substantial erosion or unstable slope or soil conditions through alteration of topographic features, dewatering, or changes in drainage pattern. The project includes overexcavation, recompaction, and importation of fill. The reconstructed slopes within the project site would be 2:1 or shallower and 3:1 or shallower within the off-site infrastructure area. The Preliminary Geotechnical Engineering Report determined that the minimum required reconstructed slopes must be at least 2:1 or shallower within the project site and a minimum of 3:1 within the off-site infrastructure area. In addition, the project would be required to comply with the City's, Grading Erosion, and Sediment Control Ordinance. However, without design level geotechnical report based upon test borings and test pits with soil sampling to ensure slope stability, a ***potentially significant*** impact would occur. (DEIR, p. 5.4-15; FEIR, p. 2-21.)

Mitigation Measure (from MMP): The following mitigation measure(s) has been adopted to address this impact:

5.4-1(a)

Prior to issuance of grading permit, the applicant shall submit a design-level geotechnical analysis, for review and approval of the City Engineer. The geotechnical analysis report shall include, but not limited to, soil test boring or test bits with soil sampling, laboratory testing, and additional engineering evaluation to determine the depth and consistency of the native soils and undocumented fill. In addition, the geotechnical analysis report shall include, but not limited to, conclusions and specific recommendations regarding the following:

- Site preparation;
- Soil expansion potential;
- Foundation alternatives;
- Liquefaction;
- Slope Stability;

- Floor support;
 - Site drainage
 - Pavement design; and
 - Quality and ability of the soil to support plant and tree life.
- (DEIR, pp. 5.4-13 to 5.4-14; FEIR, pp. 2-19 to 2-20.)

Finding: Implementation of Mitigation Measure 5.4-1(a) would reduce this impact to a *less than significant* level. (DEIR, p. 5.4-15; FEIR, p. 2-21.)

With implementation of the mitigation measure(s), this impact is reduced to a *less than significant* level

Hydrology, Water Quality and Drainage

5.6-3 Impacts related to flooding as a result of implementation of the project. The drainage analysis indicates that the proposed design of the on-site drainage system, by incorporating LID/Hydromodification facilities in combination with the off-site retention basin, would provide runoff reduction and the required retention to effectively convey flows of all major storm events. In addition, the proposed project would meet water quality enhancement goals and flood safety requirements. However, should the project not implement the proposed LID and Hydromodification Program, as well as the recommendations contained in the drainage analysis, the project would have a ***potentially significant*** impact. (DEIR, pp. 5.6-29 to 5.6-34; FEIR, p. 2-23.)

Mitigation Measure (from MMP): The following mitigation measure(s) has been adopted to address this impact:

5.6-3

Prior to the issuance of a grading permit, the plans for the project shall illustrate that all of the recommendations contained within the drainage report will be implemented on the project site, for the review and approval of the City of Sacramento Department of Utilities. (DEIR, p. 5.6-34; FEIR, p. 2-23.)

Finding: Implementation of Mitigation Measure 5.6-3 would reduce this impact to a *less than significant* level. (DEIR, p. 5.6-34; FEIR, p. 2-23.)

With implementation of the mitigation measure(s), this impact is reduced to a *less than significant* level

5.6-4 Impacts related to exposure of people and structures to flood hazards on the project site. FEMA prepared preliminary FIRMs for the project site in January 2011 that identifies the site as Zone X, which is protected by levees. A Letter of Map Revision has been initiated that may become effective, in whole or in part, sometime after the August 16, 2012 FIRM for Sacramento County is finalized which could depict the project site as Zone A. Zone A is considered a Special

Flood Hazards Area (SFHA) subject to inundation by a 100-year flood event for which mandatory flood insurance purchase requirements and floodplain management standards apply.

The National Flood Insurance Program (NFIP) Regulations in Title 44 of the Code of Federal Regulations (CFR) Section 60.3 require that for sites within Zone A, the lowest floor (including basement) of all new construction and substantial improvements of residential structures be elevated to or above the Base Flood Elevation (BFE). Similarly, new or substantially improved non-residential structures must either be elevated or floodproofed to or above the BFE. Without compliance with NFIP regulations, development of the proposed project could result in exposure of people and structures to flood hazards (including street flooding) on the project site. The BFE has not been established, and until this has been established the project site would be considered as within an area subject to flooding in a 100-year event.

In order to fully remove an area from a SFHA, if it is so designated, it is likely that off-site improvements within the County of Sacramento must be completed. Without implementation of the necessary off-site improvements, the project would not comply with NFIP regulations and a **potentially significant** impact would occur related to exposure of people and structures to flood hazards on the project site in the event the site was developed and occupied. (DEIR, pp. 5.6-34 and 5.6-35; FEIR, p. 2-23 to 2-24.)

Mitigation Measure (from MMP): The following mitigation measure(s) has been adopted to address this impact:

5.6-4

In the event that the Project site or a portion thereof is designated in a SFHA, the applicant, prior to the approval of any building permit that would allow for the construction of a new building, shall demonstrate to the City through appropriate analysis and the issuance of a Letter of Map Revision (LOMR), Conditional Letter of Map Revision (CLOMR), or a new FIRM by FEMA that the property for which such permit is sought is outside of a FEMA Special Flood Hazard Area (SFHA). Potential means for removing the project site from a SFHA may include, but are not limited to, the following:

- Hydrology analysis that demonstrates that flows from Morrison Creek would not flood the project site (e.g., validation that the volume of water expected within Morrison Creek during an 100-year storm event would not be sufficient to reach the project site);
- Eliminate or control connections between mined areas and Morrison Creek (i.e., closure of tunnels);
- Control flows of Morrison Creek upstream during storm events in order to eliminate over-topping and potential bank failure;
- Construction of levees and/or other engineering methods deemed appropriate to meet flood protection standards; and/or

- Certify the newly constructed channel sections along the Morrison Creek levee.

(DEIR, p. 5.6-35; FEIR, pp. 2-23, 2-24, 2-84.)

Finding: Implementation of Mitigation Measure 5.6-4 would reduce this impact to a *less than significant* level. (DEIR, p. 5.6-35; FEIR, p. 2-23.)

With implementation of the mitigation measure(s), this impact is reduced to a *less than significant* level

Noise and Vibration

5.7-1 Impacts related to the project resulting in exterior noise levels at the project site that would exceed the upper value of the normally acceptable category for various land uses or residential interior noise levels of 45 dBA Ldn or greater caused by traffic noise level increases due to the project. According to the environmental noise assessment, with implementation of the proposed project, traffic noise levels on Jackson Road and South Watt Avenue could exceed City of Sacramento interior noise standards. The project has been designed with front-loaded residences proposed along major internal roadways. The benefit of this design is that outdoor activity areas are located further from roadways and those areas are shielded from roadway noise by the residence, which serves as an effective noise barrier. As a result, adverse noise impacts are not identified for residences located adjacent to the internal project roadways. However, as noted in Table 5.7-5 and as shown in Figure 5.7-3, future traffic on Jackson Road and South Watt Avenue is predicted to generate elevated noise levels at portions of the proposed project site located nearest to those roadways. The potential for adverse noise impacts would be present within second-floor rooms of proposed low-density residences despite extensive shielding of traffic noise by intervening topography at first-floor areas. In addition, the City's 70 dB Ldn exterior standard applicable to infill residential uses is predicted to be exceeded at portions of the proposed High-Density residential development at the southeast portion of the project site. As a result, additional reduction of traffic noise would be required for the two affected areas, and a ***potentially significant*** impact would result. It should be noted that the project would not result in significant traffic noise level increases at any off-site noise-sensitive areas. (DEIR, p. 5.7-24; FEIR, p. 2-24 to 2-25.)

Mitigation Measure (from MMP): The following mitigation measure(s) has been adopted to address this impact:

5.7-1(a)

All second-floor windows of residences constructed within 250 feet of the centerline of either South Watt Avenue or Jackson Road from which those roadways are visible shall have a minimum Sound Transmission Class Rating of 33.

5.7-1(b)

Mechanical ventilation shall be provided for all residences constructed in traffic noise environments exceeding 60 dB Ldn (See contours on Figure 5.7-3), which will allow occupants of those residences to close doors and windows as desired for additional acoustical isolation.

5.7-1(c)

The medium- and high-density developments proposed along South Watt Avenue shall be designed to maximize the setback between that roadway and proposed common outdoor activity areas. In addition, those common outdoor activity areas shall be located so as to be completely shielded from view of South Watt Avenue by intervening structures or topography.

5.7-1(d)

The proposed school shall be designed to maximize the setback between school classroom areas and South Watt Avenue. In addition, school classrooms shall be designed to provide an exterior to interior noise level reduction sufficient to reduce traffic noise levels within classrooms to 45 dB Leq or less during hours in which school is normally in session.

5.7-1(e)

All prospective residents of residences located within 250 feet of either Jackson Road or South Watt Avenue shall be provided statements disclosing that both roadways are substantial noise sources and that variation in traffic conditions or atmospheric conditions can result in variations in perceived noise levels. (DEIR, p. 5.7-25; FEIR, pp. 2-24 and 2-25.)

Finding: Implementation of Mitigation Measures 5.7-1(a) through (e) would reduce this impact to a *less than significant* level. (DEIR, p. 5.7-25; FEIR, p. 2-24 to 2-25.)

With implementation of the mitigation measure(s), this impact is reduced to a *less than significant* level

5.7-2 Impacts related to the project resulting in exterior noise levels at the project site that would exceed the upper value of the normally acceptable category for various land uses, or residential interior noise levels of 45 dBA Ldn or greater, due to project-related operational noise level increases. The proposed future commercial and farm uses within the project site would include noise-generating components. Specifically, noise generated by commercial uses typically results from truck deliveries to loading docks, mechanical ventilation, and parking lot movements. Agricultural operations typically include very intermittent use of farm machinery, typically tractors, during periods of plowing, spraying, and harvesting. Because site plans for the proposed commercial uses or the urban farm have not yet been developed, the evaluation of specific noise levels at proposed residences within the project site cannot practically be accomplished. Therefore, the impact related to project-generated operational noise levels

exceeding established thresholds would be ***potentially significant***. (DEIR, p. 5.7-25; FEIR, pp. 2-25, 2-26.)

Mitigation Measure (from MMP): The following mitigation measure(s) has been adopted to address this impact:

5.7-2

When site plans for the proposed commercial uses and the urban farm have been developed, an analysis of specific noise levels at proposed residences within the project site shall be conducted and the appropriate noise mitigation measures shall be implemented in the design of the commercial and urban farm areas, if necessary, to ensure that the City's applicable exterior and interior (45 dBA Ldn) noise level standards for residential uses are not exceeded. (DEIR, p. 5.7-26; FEIR, p. 2-25 and 2-26.)

Finding: Implementation of Mitigation Measure 5.7-2 would reduce this impact to a *less than significant* level. (DEIR, p. 5.7-26; FEIR, p. 2-23 and 2-24.)

With implementation of the mitigation measure(s), this impact is reduced to a *less than significant* level

5.7-3 Impacts related to exterior noise levels at the project site that would exceed the upper value of the normally acceptable category for various land uses, or residential interior noise levels of 45 dBA Ldn or greater, due to existing noise sources within the project area. Existing operations at the Teichert Perkins plant, including the ongoing operation of the aggregate conveyor belt, would result in noise levels that exceed the City's threshold for acceptable exterior or interior noise levels. It was determined that mitigation measures would need to be implemented at the Teichert Perkins plant in order to reduce Teichert-generated noise levels to a state of compliance with City of Sacramento noise ordinance standards. Therefore, the project's impact would be ***significant***. (DEIR, pp. 5.7-26 to 5.7-29; FEIR, pp. 2-26 to 2-28, 2-85 to 2-86.)

Mitigation Measure (from MMP): The following mitigation measure(s) has been adopted to address this impact:

5.7-3(a)

All prospective residents of residences located within the noise contours shown on Figure 5.7-7 shall be provided statements disclosing that operations at the Teichert Perkins plant can and do occur at night, and that variations in those operations or atmospheric conditions can result in variations in perceived noise levels.

5.7-3(b)

Project development shall not extend into the noise contours shown on Figures 5.7-6 or 5.7-7 until such a time as either operations at the Teichert Perkins plant have ceased, or until a comprehensive analysis of the specific noise generation of

each major component of the Teichert rock and ready-mix plants has been undertaken to identify appropriate source noise control treatment options, and such treatments have been implemented. The focus of such options is the overall reduction in noise generation of those plants such that noise levels received within the proposed development would ultimately satisfy the Sacramento Noise Ordinance Standards during daytime and nighttime hours, respectively. Source noise control measures which shall be considered include the following:

- Suspension of acoustic curtains adjacent to the noisiest plant equipment;
- Complete or partial enclosure of the noisiest plant equipment;
- Ensuring that all screen-decks utilize quiet technology such as urethane screens;
- Line aggregate chutes and hoppers with heavy urethane sheets to both dampen the metal structures and minimize impact noise associated with aggregates falling onto metal surfaces;
- Utilize alternatives to backup beeper warning devices such as strobes, radar based systems, growlers, etc.; and/or
- Replacement of older noisier equipment with quieter equipment.

5.7-3(c)

All prospective residents of residences located within the noise contours shown on Figure 5.7-9 shall be provided statements disclosing that operations at the Teichert conveyor operations can and do occur during both daytime and nighttime hours, and that variations in those operations or atmospheric conditions can result in variations in perceived noise levels.

5.7-3(d)

At such a time as development within the project site is projected to encroach into the noise contours shown on Figure 5.7-9, the conveyor system shall be relocated to a position closer to Jackson Highway to create a greater buffer between the residential construction and the noise impact contours of the conveyors.

5.7-3(e)

At such a time as development within the project site is projected to encroach into the noise contours shown on Figure 5.7-9, either with the conveyor system in its current configuration, or following relocation of the conveyor (Mitigation Measure 5.7-3[d]), a solid noise barrier shall be constructed adjacent to the conveyor system to further reduce noise levels at residences constructed within the project site. Such a barrier could take the form of an earthen berm, solid wall, or combination of berms and walls. The noise reduction provided by such a barrier would depend on the relative heights of the conveyor, top of barrier, and nearby residences, as well as the relative distances between the conveyor and noise barrier, and distance from noise barrier to receiver.

(DEIR, pp. 5.7-29 to 5.7-30; FEIR, pp. 2-26 to 2-28.)

Finding: Implementation of mitigation measures 5.7-3(a) through (e) would reduce the above impact to a *less than significant* level. In addition, it should be noted that

Mitigation Measures 5.7-3(a) and 5.7-3(b) only apply if operations of the Teichert Perkins plant continue to occur after the construction of residences within the noise contours shown on Figure 5.7-7. In addition, Mitigation Measures 5.7-3(c) through 5.7-3(e) only apply if operation of the Teichert Perkins plant conveyor system on the proposed project site would continue to occur following completion of residences within the noise contours shown on Figure 5.7-9. (DEIR, p. 5.7-29; FEIR, pp. 2-26, 2-85, 2-86.)

With implementation of the mitigation measure(s), this impact is reduced to a *less than significant* level

5.7-4 Impacts related to project construction noise levels not being in compliance with the City of Sacramento Noise Ordinance. During the construction phases of the project, noise from on-site construction activities would add to the noise environment in the immediate project vicinity. Activities involved in construction would generate maximum noise levels ranging from 85 to 90 dB at a distance of 50 feet. In addition, noise would be generated during the construction phase by increased truck traffic on area roadways. A significant project-generated noise source would be truck traffic associated with transport of heavy materials and equipment to and from construction sites, including stockpiling and earthmoving activities. This noise increase would be of short duration and, provided construction activities occur during daytime hours, construction activities would be exempt from the provisions of the City of Sacramento Noise Ordinance (Sacramento City Code Section 8.68.080.D). Because on-site construction activities are proposed to adhere to the City's requirements, adverse on-site construction noise effects were not identified for the project. However, if off-site construction activities were to occur during nighttime hours, the activities would be subject to the 50 dB nighttime noise level standard at existing residential uses. Any nighttime off-site construction activities occurring within 1,400 feet of an unshielded existing residence could result in noise impacts relative to the City and County of Sacramento nighttime noise standards. Because nighttime construction activities in the off-site areas could result in noise levels that would exceed thresholds, the proposed project's impact would be ***potentially significant***. (DEIR, pp. 5.7-30 to 5.7-33; FEIR, pp. 2-28, 2-86.)

Mitigation Measure (from MMP): The following mitigation measure(s) has been adopted to address this impact:

5.7-4

If haul trucks are used to transport soil and aggregate materials from the off-site construction areas, construction activities shall be limited to daytime hours when within the following areas:

- 1,400 feet of the existing residences located on Newton Drive;
- 1,400 feet of unshielded locations near the soil borrow areas; and
 - 1,400 feet of the residence on the south side of Jackson Highway near the Mayhew Acquisition soil storage areas.

(DEIR, p. 5.7-33; FEIR, p. 2-28.)

Finding: Implementation of Mitigation Measure 5.7-4 would reduce this impact to a *less than significant* level. (DEIR, p. 5.7-33; FEIR, p. 2-28.)

With implementation of the mitigation measure(s), this impact is reduced to a *less than significant* level

Parks and Recreation

5.8-1 Impacts related to causing or accelerating substantial physical deterioration of existing area parks or recreational facilities and/or creating a need for construction or expansion of recreational facilities beyond what was anticipated in the General Plan. The introduction of new residents to the project area could cause or accelerate the physical deterioration of existing parks or recreational facilities; however, implementation of the proposed project would include the construction of new parks and recreational facilities, which would result in new residents utilizing the newly-developed recreational facilities in the community. The City of Sacramento Code, Chapter 16 requires five acres of neighborhood and community park facilities per 1,000 residents. Based on the park dedication factors within the Code (0.0149 for single-family residential units and 0.0088 for multi-family residential units), the project would be required to provide 14.95 acres of parkland (See Table 5.8-1). The proposed project would include an urban farm with community gardens, a community serving park, a neighborhood serving park, two mini-parks, medians and promenades, and various open space areas. The project would provide a total of 14.5 acres of public park and recreational areas that are eligible for Quimby Credit. Because the project would include the dedication of 14.5 acres of parkland, which would be less than the 14.95 acres required by the City, the project would result in a ***potentially significant*** impact related to creating a need for construction or expansion of recreational facilities beyond what was anticipated in the General Plan. (DEIR, p. 5.8-18; FEIR, p. 2-29.)

Mitigation Measure (from MMP): The following mitigation measure(s) has been adopted to address this impact:

5.8-1

Prior to recording the final map, the plans shall show a calculation of the final park acreage to be provided as part of the project in relation to the park acreage that is required to be dedicated. The improvement plans shall be submitted for the review and approval of the City Planning Department. If the project does not include the required acreage, the project applicant shall pay an in-lieu fee to the City or enter into a private recreational facilities agreement for future improvements to serve residents. (DEIR, p. 5.8-19; FEIR, p. 2-29.)

Finding: Implementation of Mitigation Measure 5.8-1 would reduce this impact to a *less than significant* level. (DEIR, p. 5.8-19; FEIR, p. 2-29.)

With implementation of the mitigation measure(s), this impact is reduced to a *less than significant* level

Public Services

5.9-3 Increase in the number of students attending schools in the area. The proposed project includes development of residential units that would generate additional demand for school facilities including the following: 482 single-family units, 378 multi-family units, and 315 residential mixed-use units. For the purposes of the analysis the EGUSD single-family, multi-family, and condo unit generation rates were used to estimate the number of students expected to be generated by the proposed project. The proposed project would be expected to generate 566 additional students, the majority of which are assumed to attend schools within the EGUSD. Schools within the EGUSD currently operate at or above capacity, thus, are unable to accommodate the additional students generated by the proposed project. However, the proposed project includes the construction of a new elementary school and would utilize portable buildings to increase the capacity of existing schools as much as possible. Construction of a new elementary school and use of portable buildings would help to accommodate the additional students, as well as alleviate some of the demand for school services within the EGUSD. In cases where a school's capacity is exceeded, students may be redirected to other schools in the district and bussing services would be provided if necessary. Pursuant to SB 50, the project applicant would be required to pay school impact fees. As indicated in SB 50, payment of school impact fees is considered full mitigation for any impacts to school services that would result from a project. Currently, the school development fee is \$4.32 per square foot of new residential development. Payment of the development fee would provide funding for school facilities construction, improvements, and expansion. Therefore, without the payment of development fees, the EGUSD would not be able to accommodate the increase in students, and development of the proposed project would be considered a ***potentially significant*** impact to school services. (DEIR, pp. 5.9-20 and 5.9-21; FEIR, p. 2-29.)

Mitigation Measure (from MMP): The following mitigation measure(s) has been adopted to address this impact:

5.9-3

Prior to the issuance of building permits, the applicant(s) shall be required to pay all applicable school impact fees in effect at the time of building permit issuance. Payment shall be ensured by the Community Development Department. (DEIR, p. 5.9-21; FEIR, p. 2-29.)

Finding: Implementation of Mitigation Measure 5.9-3 would reduce this impact to a *less than significant* level, because satisfaction of the Proposition 1A/SB 50 statutory requirements by a developer is deemed to be “full and complete mitigation.” (DEIR, p. 5.9-21; FEIR, p. 2-29.)

With implementation of the mitigation measure(s), this impact is reduced to a *less than significant* level

Traffic and Circulation

5.10-1(b) Intersections (Existing Plus Project) – South Watt Avenue and Jackson Road. The project would increase traffic volumes at study area intersections and would cause significant impacts under the existing plus project scenario at the intersection of South Watt Avenue and Jackson Road. Traffic from the project would result in LOS E conditions in the p.m. peak hour at this intersection. This is considered a ***significant impact***.

Mitigation Measure (from MMP): The following mitigation measure(s) has been adopted to address this impact:

5.10-1(b)

South Watt Avenue and Jackson Road - Provide two eastbound lanes through the intersection. The eastbound approach shall consist of a left turn lane, two through lanes, and a right turn lane. This mitigation measure shall be implemented by 90 percent of development as measured by the p.m. peak hour trip generation. This mitigation measure would improve the average intersection delay to 52.3 seconds at an acceptable LOS D. This mitigation measure would reduce the impact of the project to a **less than significant** level. (DEIR, p. 5.10-43; FEIR, p. 2-31.)

Finding: Mitigation Measure 5.10-1(b) would improve the average intersection delay to 52.3 seconds at an acceptable LOS D. This mitigation measure would reduce the impact of the project to a **less than significant** level. (DEIR, p. 5.10-43; FEIR, p. 2-31.)

With implementation of the mitigation measure(s), this impact is reduced to a *less than significant* level

5.10-2 Roadway Segments (Existing Plus Project) – South Watt Avenue from Jackson Road to Fruitridge Road. The project would increase traffic volumes on study area roadway segments and would cause significant impacts under the existing plus project scenario at the following segment: South Watt Avenue - Jackson Road to Fruitridge Road. Traffic from the project would result in LOS F conditions in the p.m. peak hour, with an increase in the volume-to-capacity ratio of greater than 0.02 at this segment. This is considered a ***significant impact***. (DEIR, p. 5.10-51; FEIR, p. 2-31.)

Mitigation Measure (from MMP): The following mitigation measure(s) has been adopted to address this impact:

5.10-2

South Watt Avenue - Jackson Road to Fruitridge Road – Widen the roadway to four through travel lanes. This mitigation measure shall be implemented by 20 percent of development as measured by daily trip generation. This mitigation measure would improve the level of service to C at a volume-to-capacity ratio of 0.72. This mitigation measure would reduce the impact of the project to a **less than significant** level. (DEIR, p. 5.10-51; FEIR, p. 2-31.)

Finding: Mitigation Measure 5.10-2 would improve the level of service to C at a volume-to-capacity ratio of 0.72. This mitigation measure would reduce the impact of the project to a **less than significant** level. (DEIR, p. 5.10-51; FEIR, p. 2-31.)

With implementation of the mitigation measure(s), this impact is reduced to a less than significant level

5.10-8 Transit System. Public transit is not currently provided to the project site.

The project would increase demands for public transit facilities to be provided to the project site. No public transit services are currently proposed as part of the project. However, RT has recently prepared and adopted the Short Range Transit Plan (SRTP) in December 2012. The SRTP represents RT's plan for transit service over the next ten years and is guided by the RT's Transit Master Plan, the Transit Action Plan, which includes the vision, goals, and strategies for accommodating the long-range transit needs of Sacramento's traveling public. Included in the SRTP are plans for the creation of a Hi-Bus network, which is intended to provide a high quality, high capacity, and high frequency bus service on major arterials, including along S. Watt Avenue and Jackson Road. As such, public transit services are anticipated to be available to the project area within the next ten years. However, because transit services are not currently available, the impact of the project on the transit system is **potentially significant**. (DEIR, p. 5.10-56; FEIR, pp. 2-31, 2-99.)

Mitigation Measure (from MMP): The following mitigation measure(s) has been adopted to address this impact:

5.10-8

The project applicant shall coordinate with Regional Transit to provide transit facilities to serve the project area along Jackson Road and / or South Watt Avenue. (DEIR, p. 5.10-59; FEIR, p. 2-31.)

Finding: Mitigation Measure 5.10-8 would reduce the impact of the project to a **less than significant** level. (DEIR, p. 5.10-59; FEIR, p. 2-31.)

With implementation of the mitigation measure(s), this impact is reduced to a *less than significant* level

5.10-10 Intersections (Existing Plus No School Alternative) – South Watt Road and Jackson Road. The Existing Plus No School Alternative scenario. The alternative would increase traffic volumes at study area intersections and would cause significant impacts under the Existing Plus No School Alternative scenario at the following intersection: South Watt Avenue and Jackson Road. Traffic from the alternative would result in LOS E conditions in the p.m. peak hour. This is considered a ***significant impact***. (DEIR, pp. 5.10-59 and 5.10-60; FEIR, pp. 2-31 to 2-32.)

Mitigation Measure (from MMP): The following mitigation measure(s) has been adopted to address this impact:

5.10-10

South Watt Avenue and Jackson Road - Provide two eastbound lanes through the intersection. The eastbound approach shall consist of a left turn lane, two through lanes, and a right turn lane. This mitigation measure shall be implemented by 95 percent of development as measured by the p.m. peak hour trip generation. This mitigation measure would improve the average intersection delay to 52.7 seconds at an acceptable LOS D. This mitigation measure would reduce the impact of the alternative to a ***less than significant*** level. (DEIR, p. 5.10-60; FEIR, pp. 2-31 to 2-32.)

Finding: Mitigation Measure 5.10-10 would improve the average intersection delay to 52.7 seconds at an acceptable LOS D. This mitigation measure would reduce the impact of the alternative to a ***less than significant*** level. (DEIR, p. 5.10-60; FEIR, pp. 2-31 to 2-32.)

With implementation of the mitigation measure(s), this impact is reduced to a *less than significant* level

5.10-11 Roadway Segments (Existing Plus No School Alternative) – South Watt Avenue from Jackson Road to Fruitridge Road. The Existing Plus No School Alternative would increase traffic volumes on study area roadway segments and would cause significant impacts under the Existing Plus No School Alternative scenario at the following location: South Watt Avenue - Jackson Road to Fruitridge Road. Traffic from the alternative would result in LOS F conditions in the p.m. peak hour, with an increase in the volume-to-capacity ratio of greater than 0.02. This is considered a ***significant*** impact. (DEIR, p. 5.10-60; FEIR, p. 2-32.)

Mitigation Measure (from MMP): The following mitigation measure(s) has been adopted to address this impact:

5.10-11

South Watt Avenue - Jackson Road to Fruitridge Road – Widen the roadway to four through travel lanes. This mitigation measure shall be implemented by 20 percent of development as measured by daily trip generation. This mitigation measure would improve the level of service to C at a volume-to-capacity ratio of 0.72. This mitigation measure would reduce the impact of the alternative to a **less than significant** level. (DEIR, p. 5.10-60; FEIR, p. 2-32.)

Finding: Mitigation Measure 5.10-11 would improve the level of service to C at a volume-to-capacity ratio of 0.72. This mitigation measure would reduce the impact of the alternative to a **less than significant** level. (DEIR, p. 5.10-60; FEIR, p. 2-32.)

With implementation of the mitigation measure(s), this impact is reduced to a less than significant level

5.10-17 Transit System (Existing Plus No School Alternative). Public transit is not currently provided to the alternative site. At the time the alternative application was submitted to the City, no plans for the provision of public transit services were proposed. The alternative would increase demands for public transit facilities, none of which are proposed to be provided to the alternative site. RT is currently working in coordination with Sacramento County to develop a long range plan to provide BRT along S. Watt Avenue and Jackson Road. Therefore, the impact of the alternative on the transit system is **potentially significant**. (DEIR, p. 5.10-62; FEIR, p. 2-32.)

Mitigation Measure (from MMP): The following mitigation measure(s) has been adopted to address this impact:

5.10-17

The alternative applicant shall coordinate with Regional Transit to provide transit facilities to serve the alternative area along Jackson Road and / or South Watt Avenue. This mitigation measure would reduce the impact of the alternative to a **less than significant** level. (DEIR, p. 5.10-62; FEIR, p. 2-32.)

Finding: Mitigation Measure 5.10-17 would reduce the impact of the alternative to a **less than significant** level. (DEIR, p. 5.10-62; FEIR, p. 2-32.)

With implementation of the mitigation measure(s), this impact is reduced to a less than significant level

5.10-19 Construction Traffic (Existing Plus Project and Existing Plus No School Alternative). Construction will include disruptions to the transportation network near the site, including the possibility of temporary lane closures, street closures, sidewalk closures, and bikeway closures. Pedestrian, bicycle, and transit access may be disrupted. Heavy vehicles will access the site and may need to be staged for construction. These activities could result in degraded roadway operating conditions. Therefore, the impacts are considered **potentially**

significant. (DEIR, p. 5.10-62; FEIR, pp. 2-32 to 2-34.)

Mitigation Measure (from MMP): The following mitigation measure(s) has been adopted to address this impact:

5.10-19

Prior to beginning of construction, a construction traffic and parking management plan shall be prepared by the applicant to the satisfaction of the City Traffic Engineer and subject to review by all affected agencies. The plan shall ensure that acceptable operating conditions on local roadways and freeway facilities are maintained. At a minimum, the plan shall include:

- The number of truck trips, time, and day of street closures.
- Time of day of arrival and departure of trucks.
- Limitations on the size and type of trucks, provision of a staging area with a limitation on the number of trucks that can be waiting.
- Provision of a truck circulation pattern
- Provision of driveway access plan so that safe vehicular, pedestrian, and bicycle movements are maintained (e.g., steel plates, minimum distances of open trenches, and private vehicle pick up and drop off areas).
- Maintain safe and efficient access routes for emergency vehicles.
- Manual traffic control when necessary.
- Proper advance warning and posted signage concerning street closures.
- Provisions for pedestrian safety.

A copy of the construction traffic management plan shall be submitted to local emergency response agencies and these agencies shall be notified at least 14 days before the commencement of construction that would partially or fully obstruct roadways. Implementation of the mitigation measure would reduce this impact to a **less than significant** level. (DEIR, pp. 5.10-61, 5.10-63; FEIR, pp. 2-32 to 2-34, 2-100.)

Finding: Mitigation Measure 5.10-19 would reduce the impact of the project and alternative to a **less than significant** level. (DEIR, pp. 5.10-61, 5.10-63; FEIR, pp. 2-32 to 2-34.)

With implementation of the mitigation measure(s), this impact is reduced to a *less than significant* level

5.10-20(c) Intersections (Cumulative Plus Project) – Power Inn Road and 14th Avenue. The project would increase traffic volumes at study area intersections and would cause significant impacts under the cumulative with project scenario at the intersection of Power Inn Road and 14th Avenue. Traffic from the project would result in LOS E conditions in the p.m. peak hour with an increase in average delay of greater than 5 seconds. This is considered a **significant** impact. (DEIR, p. 5.10-72; FEIR, p. 2-35.)

Mitigation Measure (from MMP): The following mitigation measure(s) has been adopted to address this impact:

5.10-20(c)

Power Inn Road and 14th Avenue – The project applicant shall pay a fair share contribution toward restriping the westbound approach to provide left turn, through, through-right turn, and right turn lanes. This mitigation measure would improve the average intersection delay to 48.6 seconds at an acceptable LOS D in the p.m. peak hour. This would reduce the impact of the project to a **less than significant** level. (DEIR, p. 5.10-91; FEIR, p. 2-35.)

Finding: Mitigation Measure 5.10-20(c) would improve the average intersection delay to 48.6 seconds at an acceptable LOS D in the p.m. peak hour. This would reduce the impact of the project to a **less than significant** level. (DEIR, p. 5.10-91; FEIR, p. 2-35.)

With implementation of the mitigation measure(s), this impact is reduced to a less than significant level

5.10-20(d) Intersections (Cumulative Plus Project) – Florin Perkins Road and Folsom Boulevard. The project would increase traffic volumes at study area intersections and would cause significant impacts under the cumulative with project scenario at the intersection of Florin Perkins Road and Folsom Boulevard. Traffic from the project would result in LOS F conditions in the p.m. peak hour with an increase in average delay of greater than 5 seconds. This is considered a **significant** impact. (DEIR, p. 5.10-90; FEIR, pp. 2-36; 2-102.)

Mitigation Measure (from MMP): The following mitigation measure(s) has been adopted to address this impact:

5.10-20(d)

Florin Perkins Road and Folsom Boulevard – The project applicant shall pay a fair share contribution toward providing a northbound right turn overlap traffic signal phase. This mitigation measure would improve the average intersection delay to 53.6 seconds at an acceptable LOS D in the p.m. peak hour. This would reduce the impact of the project to a **less than significant** level. (DEIR, p. 5.10-91; FEIR, pp. 2-36, 2-102.)

Finding: Mitigation Measure 5.10-20(d) would improve the average intersection delay to 53.6 seconds at an acceptable LOS D in the p.m. peak hour. This would reduce the impact of the project to a **less than significant** level. (DEIR, p. 5.10-91; FEIR, pp. 2-36, 2-102.)

With implementation of the mitigation measure(s), this impact is reduced to a less than significant level

5.10-20(e) Intersections (Cumulative Plus Project) – Florin Perkins Road and Kiefer Boulevard. The project would increase traffic volumes at study area intersections and would cause significant impacts under the cumulative with project scenario at the intersection of Florin Perkins Road and Kiefer Boulevard. Traffic from the project would result in LOS F conditions in the p.m. peak hour. This is considered a **significant** impact. (DEIR, p. 5.10-90; FEIR, pp. 2-36, 2-102.)

Mitigation Measure (from MMP): The following mitigation measure(s) has been adopted to address this impact:

5.10-20(e)

Florin Perkins Road and Kiefer Boulevard – This unsignalized intersection experiences extensive delay for the westbound left turn movement. This intersection does not meet peak hour traffic signal warrants both with and without the project. The project applicant shall pay a fair share contribution toward providing a traffic signal at this intersection, coordinated with the adjacent light rail crossing and the intersection of Florin Perkins Road and Folsom Boulevard. This mitigation measure would improve the average intersection delay to 33.3 seconds at an acceptable LOS C in the p.m. peak hour. This would reduce the impact of the project to a **less than significant** level. (DEIR, p. 5.10-91; FEIR, pp. 2-36, 2-102.)

Finding: Mitigation Measure 5.10-20(e) would improve the average intersection delay to 33.3 seconds at an acceptable LOS C in the p.m. peak hour. This would reduce the impact of the project to a **less than significant** level. (DEIR, p. 5.10-91; FEIR, pp. 2-36, 2-102.)

With implementation of the mitigation measure(s), this impact is reduced to a less than significant level

5.10-20(g) Intersections (Cumulative Plus Project) – Jackson Road and 14th Avenue. The project would increase traffic volumes at study area intersections and would cause significant impacts under the cumulative with project scenario at the intersection of Jackson Road and 14th Avenue. Traffic from the project would result in LOS E conditions in the a.m. peak hour with an increase in average delay of greater than 5 seconds. Traffic from the project would result in LOS F conditions in the p.m. peak hour with an increase in average delay of greater than 5 seconds. This is considered a **significant** impact. (DEIR, p. 5.10-90; FEIR, pp. 2-37, 2-102.)

Mitigation Measure (from MMP): The following mitigation measure(s) has been adopted to address this impact:

5.10-20(g)

Jackson Road and 14th Avenue – The project applicant shall pay a fair share to provide a westbound double right turn lane from Jackson Road (east leg) to Jackson Road (north leg) and to provide a southbound double left turn lane from

Jackson Road (north leg) to Jackson Road (east leg). This mitigation measure would improve the average intersection delay to 32.1 seconds at an acceptable LOS C in the a.m. peak hour, and 42.7 seconds at an acceptable LOS D in the p.m. peak hour. This would reduce the impact of the project to a **less than significant** level. (DEIR, p. 5.10-91; FEIR, pp. 2-37, 2-102.)

Finding: Mitigation Measure 5.10-20(g) would improve the average intersection delay to 32.1 seconds at an acceptable LOS C in the a.m. peak hour, and 42.7 seconds at an acceptable LOS D in the p.m. peak hour. This would reduce the impact of the project to a **less than significant** level. (DEIR, p. 5.10-91; FEIR, pp. 2-37, 2-102.)

With implementation of the mitigation measure(s), this impact is reduced to a less than significant level

Impact 5.10-28(b) Intersections (Cumulative Plus No School Alternative) – Power Inn Road and 14th Avenue. The alternative would increase traffic volumes at study area intersections and would cause significant impacts under the Cumulative Plus No School Alternative scenario at the intersection of Power Inn Road and 14th Avenue. Traffic from the alternative would result in LOS E conditions in the p.m. peak hour with an increase in average delay of greater than 5 seconds. This is considered a **significant** impact. (DEIR, p. 5.10-95; FEIR, p. 2-40.)

Mitigation Measure (from MMP): The following mitigation measure(s) has been adopted to address this impact:

5.10-28(b)

Power Inn Road and 14th Avenue – The alternative applicant shall pay a fair share contribution toward restriping the westbound approach to provide left turn, through, through-right turn, and right turn lanes. This mitigation measure would improve the average intersection delay to 49.2 seconds at an acceptable LOS D in the p.m. peak hour. This would reduce the impact of the alternative to a **less than significant** level. (DEIR, p. 5.10-96; FEIR, p. 2-40.)

Finding: Implementation of Mitigation Measure 5.10-28(b) would improve the average intersection delay to 49.2 seconds at an acceptable LOS D in the p.m. peak hour. This would reduce the impact of the alternative to a **less than significant** level. (DEIR, p. 5.10-96; FEIR, p. 2-40.)

With implementation of the mitigation measure(s), this impact is reduced to a less than significant level

Impact 5.10-28(c) Intersections (Cumulative Plus No School Alternative) – Florin Perkins Road and Folsom Boulevard. The alternative would increase traffic volumes at study area intersections and would cause significant impacts under the Cumulative Plus No School Alternative scenario at the intersection of Florin Perkins Road and Folsom Boulevard. Traffic from the alternative would result in

LOS F conditions in the p.m. peak hour with an increase in average delay of greater than 5 seconds. This is considered a **significant** impact. (DEIR, p. 5.10-96; FEIR, p. 2-40.)

Mitigation Measure (from MMP): The following mitigation measure(s) has been adopted to address this impact:

5.10-28(c)

Florin Perkins Road and Folsom Boulevard – The alternative applicant shall pay a fair share contribution toward providing a northbound right turn overlap traffic signal phase. This mitigation measure would improve the average intersection delay to 53.7 seconds at an acceptable LOS D in the p.m. peak hour. This would reduce the impact of the alternative to a **less than significant** level. (DEIR, p. 5.10-96; FEIR, pp. 2-40.)

Finding: Implementation of Mitigation Measure 5.10-28(c) would improve the average intersection delay to 53.7 seconds at an acceptable LOS D in the p.m. peak hour. This would reduce the impact of the alternative to a **less than significant** level. (DEIR, p. 5.10-96; FEIR, pp. 2-40.)

With implementation of the mitigation measure(s), this impact is reduced to a less than significant level

Impact 5.10-28(d) Intersections (Cumulative Plus No School Alternative) – Florin Perkins Road and Kiefer Boulevard. The alternative would increase traffic volumes at study area intersections and would cause significant impacts under the Cumulative Plus No School Alternative scenario at the intersection of Florin Perkins Road and Kiefer Boulevard. Traffic from the alternative would result in LOS F conditions in the p.m. peak hour. This is considered a **significant** impact. (DEIR, p. 5.10-96; FEIR, pp. 2-40 to 2-41.)

Mitigation Measure (from MMP): The following mitigation measure(s) has been adopted to address this impact:

5.10-28(d)

Florin Perkins Road and Kiefer Boulevard – This unsignalized intersection experiences extensive delay for the westbound left turn movement. This intersection does meet peak hour traffic signal warrants both with and without the alternative. The alternative applicant shall pay a fair share contribution toward providing a traffic signal at this intersection, coordinated with the adjacent light rail crossing and the intersection of Florin Perkins Road and Folsom Boulevard. This mitigation measure would improve the average intersection delay to 32.7 seconds at an acceptable LOS C in the p.m. peak hour. This would reduce the impact of the alternative to a **less than significant** level. (DEIR, p. 5.10-97; FEIR, pp. 2-40 to 2-41.)

Finding: Implementation of Mitigation Measure 5.10-28(d) would improve the average intersection delay to 32.7 seconds at an acceptable LOS C in the p.m. peak hour. This would reduce the impact of the alternative to a ***less than significant*** level. (DEIR, p. 5.10-97; FEIR, pp. 2-40 to 2-41.)

With implementation of the mitigation measure(s), this impact is reduced to a *less than significant* level

Impact 5.10-28(f) Intersections (Cumulative Plus No School Alternative) – Jackson Road and 14th Avenue. The alternative would increase traffic volumes at study area intersections and would cause significant impacts under the Cumulative Plus No School Alternative scenario at the intersection of Jackson Road and 14th Avenue. Traffic from the alternative would result in LOS E conditions in the a.m. peak hour with an increase in average delay of greater than 5 seconds. Traffic from the alternative would result in LOS F conditions in the p.m. peak hour with an increase in average delay of greater than 5 seconds. This is considered a ***significant*** impact. (DEIR, p. 5.10-96; FEIR, p. 2-41.)

Mitigation Measure (from MMP): The following mitigation measure(s) has been adopted to address this impact:

5.10-28(f)

Jackson Road and 14th Avenue – The alternative applicant shall pay a fair share to provide a westbound double right turn lane from Jackson Road (east leg) to Jackson Road (north leg) and to provide a southbound double left turn lane from Jackson Road (north leg) to Jackson Road (east leg). This mitigation measure would improve the average intersection delay to 32.0 seconds at an acceptable LOS C in the a.m. peak hour, and 42.0 seconds at an acceptable LOS D in the p.m. peak hour. This would reduce the impact of the alternative to a ***less than significant*** level. (DEIR, p. 5.10-97; FEIR, p. 2-41.)

Finding: Implementation of Mitigation Measure 5.10-28(f) would improve the average intersection delay to 32.0 seconds at an acceptable LOS C in the a.m. peak hour, and 42.0 seconds at an acceptable LOS D in the p.m. peak hour. This would reduce the impact of the alternative to a ***less than significant*** level. (DEIR, p. 5.10-97; FEIR, p. 2-41.)

With implementation of the mitigation measure(s), this impact is reduced to a *less than significant* level

Reorganization

6-5 Impacts to the Sacramento Department of Parks and Recreation. The annexation portion of the proposed project site, which is part of the larger Aspen 1-New Brighton project, would require detachment from the Cordova Recreation and Park District and would be served by the City of Sacramento Department of

Parks and Recreation. This detachment and annexation would not have direct or indirect physical environmental impacts and would be processed as a separate entitlement in the future. The introduction of new residents to the project area could cause or accelerate the physical deterioration of existing parks or recreational facilities; however, implementation of the proposed project would include the construction of new parks and recreational facilities, which would result in new residents utilizing the newly-developed recreational facilities in the community. Based on the park dedication factors within the City of Sacramento Code, Chapter 16 (0.0149 for single-family residential units and 0.0088 for multi-family residential units), the project would be required to provide 14.95 acres of parkland. The proposed project would include an urban farm with community gardens, a community serving park, a neighborhood serving park, two mini-parks, medians and promenades, and various open space areas. The project would provide a total of 14.5 acres of public park and recreational areas that are eligible for Quimby Credit. Pursuant to Chapter 18.44 of the Sacramento City Code, the project applicant would also be required to pay the appropriate park development impact fees for the project. Because the project would include the dedication of 14.5 acres of parkland, which would be less than the 14.95 acres required by the City, the project would result in a ***potentially significant*** impact related to creating a need for construction or expansion of recreational facilities beyond what was anticipated in the General Plan. (DEIR, p. 6-23; FEIR, p. 2-45.)

Mitigation Measure (from MMP): The following mitigation measure(s) has been adopted to address this impact:

5.8-1

Prior to recording the final map, the plans shall show a calculation of the final park acreage to be provided as part of the project in relation to the park acreage that is required to be dedicated. The improvement plans shall be submitted for the review and approval of the City Planning Department. If the project does not include the required acreage, the project applicant shall pay an in-lieu fee to the City or enter into a private recreational facilities agreement for future improvements to serve residents. (DEIR, p. 5.8-19; FEIR, p. 2-29.)

Finding: Implementation of the mitigation measure 5.8-1 (which requires that the project applicant demonstrate that the required park acreage is provided, pay an in-lieu fee to the City, or enter into a private recreational facilities agreement for future improvements to serve resident) would reduce the above impact to a *less than significant* level. (DEIR, p. 6-23; FEIR, p. 2-45.)

With implementation of the mitigation measure(s), this impact is reduced to a *less than significant* level

B. Significant and Unavoidable Impacts.

The following significant and potentially significant environmental impacts of the Project, including cumulative impacts, are unavoidable and cannot be mitigated in a manner that would substantially lessen the significant impact. Notwithstanding disclosure of these impacts, the City Council elects to approve the Project due to overriding considerations as set forth below in Section G, the statement of overriding considerations.

Air Quality and Climate Change

5.1-2 Impacts related to an increase in PM10 and PM2.5 concentrations during construction. During the first two years of construction of the project, mass grading activities would actively disturb more than 15 acres per day. SMAQMD's CEQA guidance requires that dispersion modeling be used to determine if the project would result in ambient PM₁₀ concentrations that exceed 2.5 µg/m³ (which equals five percent of the State 24-hour PM₁₀ standard of 50 µg/m³) averaged over 24 hours at nearby sensitive receptors. Ambient PM10 concentrations were estimated using the AERMOD model with meteorological data supplied by SMAQMD. The modeling results indicated that even with implementation of the basic and enhanced fugitive PM10 dust and exhaust control practices identified in Impact 5.1-1 above, construction of the project would result in PM₁₀ concentrations that exceed 2.5 µg/m³. Consequently, during the first two years of construction, the project would have **significant** impacts related to PM₁₀ and PM_{2.5}. (DEIR, p. 5.1-25; FEIR, pp. 2-9 to 2-11.)

Mitigation Measure (From MMP): The following mitigation measure(s) has been adopted to address this impact to the extent feasible:

5.1-2(a)

Prior to the issuance of a grading permit, the applicant shall incorporate the following mitigation measures into the construction contract documents, which shall be submitted for review and approval by the City Engineer:

- Water all exposed surfaces with adequate frequency for continued moist soil. Exposed surfaces include, but are not limited to soil piles, graded areas, unpaved parking areas, staging areas, and access roads. However, do not overwater to the extent that sediment flows off the site;
- Cover or maintain at least two feet of free board space on haul trucks transporting soil, sand, or other loose material on the site. Any haul trucks that would be traveling along freeways or major roadways should be covered;
- Use wheel washers for all exiting trucks, or wash off all trucks and equipment when leaving the site.
- Treat site accesses to a distance of 100 feet from the paved road edge with a 6 to 12 inch layer of wood chips, mulch, or gravel to reduce generation of road dust and road dust carryout onto public roads.

- Use wet power vacuum street sweepers to remove any visible trackout mud or dirt onto adjacent public roads at least once a day. Use of dry power sweeping is prohibited;
- Limit vehicle speeds on unpaved roads to 15 miles per hour (mph);
- Suspend excavation, grading, and/or demolition activity within wind speeds exceed 20 mph.
- All roadways, driveways, sidewalks, parking lots to be paved should be completed as soon as possible. In addition, building pads should be laid as soon as possible after grading unless seeding or soil binders are used.
- Post a publicly visible sign with the telephone number and person to contact at the lead agency regarding dust complaints. This person shall respond and take corrective action within 48 hours. The phone number of the District shall also be visible to ensure compliance.

5.1-2(b)

During construction, the project contractor shall ensure that emissions from all off-road diesel powered equipment used on the project site do not exceed 40 percent opacity for more than three minutes in any one hour. Any equipment found to exceed 40 percent opacity (or Ringelmann 2.0) shall be repaired immediately, and the City of Sacramento shall be notified within 48 hours of identification of non-compliant equipment.

In addition, the project contractor shall conduct a visual survey of all in-operation equipment at least weekly. A monthly summary of the visual survey results shall be submitted throughout the duration of the project, except that the monthly summary shall not be required for any 30-day period in which no construction activity occurs. The monthly summary shall include the quantity and type of vehicles surveyed as well as the dates of each survey. The SMAQMD and/or other officials may conduct periodic site inspections to determine compliance. Nothing in this section shall supersede other SMAQMD or State rules or regulations.

(DEIR, pp. 5.1-23 to 5.1-25; FEIR, pp. 2-9 to 2-11, 2-70 to 2-71.)

Finding: Implementation of Mitigation Measures 5.1-2(a) and 5.1-2(b) would reduce the project's emissions of PM₁₀ and PM_{2.5}; however, the emissions would still exceed the significance threshold and the impact would remain *significant and unavoidable*. (DEIR, p. 5.1-25; FEIR, pp. 2-9 to 2-11, 2-70 to 2-71.)

For these reasons, the impact remains *significant and unavoidable*.

5.1-5 Impacts related to an increase in ROG and NOX emissions during project operation. For project buildout conditions (2020) and project cumulative conditions (2030) with and without the elementary school, unmitigated ROG emissions would exceed SMAQMD's significance threshold of 65 ppd, but NO_x emissions would be less than SMAQMD's significance threshold. In compliance with both the 2030 General Plan policies and SMAQMD regulations, the proposed

project has developed an AQMP to define the processes by which emissions of ROG would be reduced by 15 percent or more. The AQMP includes design features that would reduce ROG and NO_x emissions by 38.3 percent. Unmitigated NO_x emissions are already below the District's 65 ppd emissions threshold with or without the elementary school; therefore, the design features would further reduce NO_x emissions below the threshold of 65 ppd. However, reducing the ROG emissions by 38.3 percent does not reduce ROG emissions to below the threshold of 65 ppd (See DEIR Tables 5.1-7 and 5.1-8). Even after applying mitigation measures, the project's emissions would still exceed SMAQMD's ROG significance threshold, and the project's impact would be **significant**. (DEIR, pp. 5.1-27 to 5.1-29; FEIR, pp. 2-12 to 2-13, 2-72.)

Mitigation Measure (From MMP): The following mitigation measure(s) has been adopted to address this impact to the extent feasible:

5.1-5

Prior to final map approval, the final map shall include implementation of the following mitigation measures, which are detailed within the AQMP for the proposed project, for review and approval by the Planning Department:

- Incorporation of non-residential bike parking;
 - Incorporation of non-residential "end of trip" facilities (showers, lockers);
 - Incorporation of long term bike parking at apartments and condominiums;
 - Location of the project within ½ mile of Class 1 or 2 bike lane;
 - Incorporation of a pedestrian network;
 - Removal of pedestrian barriers;
 - Incorporation of a bus shelter for planned transit service;
 - Incorporation of traffic calming measures;
 - Incorporation of a pedestrian pathway through parking;
 - Incorporation of off-street parking;
 - Orientation toward planning transit, bike, pedestrian corridors;
 - Inclusion of high-density residential development;
 - Incorporation of multiple and direct street routing;
 - Inclusion of a mixed-use component;
 - Prohibition of fireplaces and wood stoves;
 - Provision of shade and/or use of light-colored/high-albedo materials for at least 30 percent of the site's non-roof impervious surfaces;
 - Inclusion of permanent TMA membership and funding requirement;
 - Incorporation of walkable communities;
 - Incorporation of a transit corridor;
 - Incorporation of an urban farm; and
 - Incorporation of an urban forest.
- (DEIR, pp. 5.1-28 and 5.1-29; FEIR, pp. 2-12 to 2-13, 2-72.)

Finding: Implementation of the Mitigation Measure 5.1-5, which requires compliance with the project's AQMP, would reduce the project's ROG and NOX emissions; however, ROG emissions would still exceed the significance threshold and the impact would remain *significant and unavoidable*. (DEIR, p. 5.1-28; FEIR, pp. 2-12 to 2-13, 2-72.)

For these reasons, the impact remains *significant and unavoidable*.

5.1-7 Impacts related to the creation of objectionable odors. Implementation of the proposed project would expose new residents to existing odor sources. Five potential odor sources in the vicinity of the project site could potentially affect the project's residents:

- Teichert's Perkins plant, located at 8760 Kiefer Boulevard, just north of the project;
- The Florin Perkins Landfill, located at 4201 Florin-Perkins Road, just west of the project;
- The L and D Landfill, located at 8635 Fruitridge Road, southwest of the project;
- The 23rd Avenue/Warehouse Way Industrial area, located southwest of the project; and
- On-site urban farm.

Given the uncertainty related to the potential generation of objectionable odors associated with the proposed urban farm and the consideration that feasible mitigation measures are not available to reduce these odor impacts associated with the 23rd Avenue/Warehouse Way Industrial Area and the L and D Landfill, so long as it continues to operate. Consequently, the proposed project would have a *significant and unavoidable* impact. (DEIR, pp. 5.1-29 to 5.1-32; FEIR, pp. 2-13; 2-72 to 2-74.)

Mitigation Measure (From MMP): The following mitigation measure(s) has been adopted to address this impact to the extent feasible:

5.1-7

All prospective residents of residences located within the project site shall be provided statements disclosing that operations at the Florin Perkins Landfill, L and D Landfill, and transfer station have the potential to emit objectionable odors, and produce noise, vibration, dust, and litter. (FEIR, pp. 2-13, 2-74.)

Finding: Implementation of Mitigation Measure 5.1-7, which requires written notification to potential homebuyers, would increase awareness of odors near the project site, but would not reduce the impact to a less-than-significant level. Therefore, the impact would remain *significant and unavoidable*. (FEIR, p. 2-74.)

For these reasons, the impact remains *significant and unavoidable*.

5.1-9 Cumulative impacts related to an increase in ROG and NO_x emissions during project operation. The proposed project would result in a net increase in ROG and NO_x emissions. As with project-level impacts related to an increase in ROG and NO_x emissions during project operation, the project's cumulative ROG emissions would exceed the SMAQMD's significance thresholds (See Table 5.1-8), which the SMAQMD uses to evaluate both project-level and cumulative impacts. Therefore, the project's impact would be **significant**. (DEIR, p. 5.1-35; FEIR, p. 2-13.)

Mitigation Measure (From MMP): The following mitigation measure(s) has been adopted to address this impact to the extent feasible:

5.1-5

Prior to final map approval, the final map shall include implementation of the following mitigation measures, which are detailed within the AQMP for the proposed project, for review and approval by the Planning Department:

- Incorporation of non-residential bike parking;
- Incorporation of non-residential "end of trip" facilities (showers, lockers);
- Incorporation of long term bike parking at apartments and condominiums;
- Location of the project within ½ mile of Class 1 or 2 bike lane;
- Incorporation of a pedestrian network;
- Removal of pedestrian barriers;
- Incorporation of a bus shelter for planned transit service;
- Incorporation of traffic calming measures;
- Incorporation of a pedestrian pathway through parking;
- Incorporation of off-street parking;
- Orientation toward planning transit, bike, pedestrian corridors;
- Inclusion of high-density residential development;
- Incorporation of multiple and direct street routing;
- Inclusion of a mixed-use component;
- Prohibition of fireplaces and wood stoves;
- Provision of shade and/or use of light-colored/high-albedo materials for at least 30 percent of the site's non-roof impervious surfaces;
- Inclusion of permanent TMA membership and funding requirement;
- Incorporation of walkable communities;
- Incorporation of a transit corridor;
- Incorporation of an urban farm; and
- Incorporation of an urban forest.

(DEIR, pp. 5.1-28 and 5.1-29; FEIR, pp. 2-12-2-13, 2-72.)

Finding: Compliance with the project's AQMP would reduce the project's ROG and NO_x emissions; however, ROG emissions would still exceed the significance threshold and the cumulative impact would remain *significant and unavoidable*. (DEIR, p. 5.1-35.)

For these reasons, the impact remains *significant and unavoidable*.

Hydrology, Water Quality, and Drainage

5.6-5 Impacts related to off-site improvements associated with removal of proposed project site from a FEMA SFHA. Implementation of Mitigation Measure 5.6-4, which would result in the removal of the site from an SFHA prior to development, may result in physical effects on the environment. Potential means for removing the project site from a SFHA may include, but are not limited to, the following:

- Hydrology analysis that demonstrates that flows from Morrison Creek would not flood the project site (e.g., validation that the volume of water expected within Morrison Creek during an 100-year storm event would not be sufficient to reach the project site);
- Eliminate or control connections between mined areas and Morrison Creek (i.e., closure of tunnels);
- Control flows of Morrison Creek upstream during storm events in order to eliminate over-topping and potential bank failure;
- Construction of levees and/or other engineering methods deemed appropriate to meet flood protection standards; and/or
- Certify the newly constructed channel sections along the Morrison Creek levee.

Construction related to new levees or levee improvements could require substantial offsite ground disturbing activities within Sacramento County. Such ground disturbing activities could potentially result in environmental impacts such as the following: air quality impacts related to fugitive dust emissions, exhaust emissions from heavy-duty equipment and vehicles, and objectionable odors from diesel-fueled equipment and vehicles; biological impacts related to effects on species or habitats in the area and compliance with local plans and ordinances; noise impacts related to ground vibration and exposure of people to substantial noise levels from equipment; erosion and stormwater runoff; and/or disturbance or destruction of previously unknown cultural resources. Similar potential impacts could result from closure of the tunnel connections between mines areas and Morrison Creek, as well as various other engineering methods for flood protection. Consequently, removal of the project site from a FEMA SFHA could result in adverse physical affects to the environment. Therefore, the required off-site improvements within Sacramento County associated with removal of the proposed project site from a FEMA SFHA would potentially result in *significant* environmental impacts. (DEIR, pp. 5.6-35 and 5.6-36; FEIR, pp. 2-24.)

Mitigation Measure (From MMP): The following mitigation measure(s) has been adopted to address this impact to the extent feasible:

None feasible. (DEIR, p. 5.6-36; FEIR, pp. 2-24.)

Finding: The specific projects required in order to remove the site from a FEMA SFHA have not been identified at this time. Therefore, certainty cannot be given that the environmental effects of such projects would be less-than-significant. As a result, the impact would remain *significant and unavoidable*. (DEIR, p. 5.6-36; FEIR, pp. 2-24.)

For these reasons, the impact remains *significant and unavoidable*.

Transportation and Circulation

5.10-1(a) Intersections (Existing Plus Project) – South Watt Avenue and Folsom Boulevard. The project would increase traffic volumes at study area intersections and would cause significant impacts under the existing plus project scenario at the intersection of South Watt Avenue and Folsom Boulevard. At 75 percent of development (as measured by the p.m. peak hour trip generation) traffic from the project would result in LOS F conditions in the p.m. peak hour at this intersection. This is considered a ***significant impact***. (DEIR, p. 5.10-43; FEIR, p. 2-30.)

Mitigation Measure (From MMP): The following mitigation measure(s) has been adopted to address this impact to the extent feasible:

5.10-1(a)

South Watt Avenue and Folsom Boulevard – This intersection is located in the Folsom Boulevard corridor. The Sacramento County General Plan acceptable level of service is LOS E at this location. Adding a third southbound left turn would mitigate the impact to a less than significant, but it is considered not feasible since it will require additional right of way, which is beyond the control of the applicant.

Due to the recently constructed intersection improvements and built-up nature of this intersection, no short-term intersection improvements are identified. An urban interchange is included at this location in the 2035 Metropolitan Transportation Plan (MTP) for implementation in 2030. The applicant shall be required to pay a fair share contribution toward construction of the high capacity intersection.

As no feasible mitigation measure has been identified at the subject intersection, this impact remains ***significant and unavoidable***. (DEIR, p. 5.10-43; FEIR, pp. 2-30, 2-92.)

Finding: Adding a third southbound left turn would mitigate the impact to a less than significant, but it is considered not feasible since it will require additional right of way, which is beyond the control of the applicant. Due to the recently constructed intersection improvements and built-up nature of this intersection, no short-term intersection improvements are identified. As no feasible mitigation measure has been identified at the subject intersection, this impact remains ***significant and unavoidable***. (DEIR, p. 5.10-43; FEIR, pp. 2-30, 2-92.)

For these reasons, the impact remains *significant and unavoidable*.

5.10-20(a) Intersections (Cumulative Plus Project) – South Watt Avenue and Jackson Road. The project would increase traffic volumes at study area intersections and would cause significant impacts under the cumulative with project scenario at the intersection of South Watt Avenue and Jackson Road. Traffic from the project would result in LOS F conditions in the p.m. peak hour with an increase in average delay of greater than 5 seconds. This is considered a **significant** impact. (DEIR, pp. 5.10-72, 5.10-90; FEIR, p. 2-34.)

Mitigation Measure (From MMP): The following mitigation measure(s) has been adopted to address this impact to the extent feasible:

5.10-20(a)

South Watt Avenue and Jackson Road – This impact could be mitigated by implementing a westbound double right turn lane. This mitigation measure would improve the average intersection delay to 120.4 seconds at LOS F in the p.m. peak hour. Adding the second westbound right turn lane would create a secondary impact to the adjacent property through the acquisition of additional right of way; this right of way is currently unavailable.

The approved Sacramento County General Plan Update includes a high capacity intersection at this location. The project applicant shall contribute a fair share to the implementation of the high capacity intersection at this location. The improvements could include a grade separated depressed free westbound right turn movement and a triple southbound left turn movement. A pedestrian overcrossing above the grade separated depressed westbound right turn at the northeast corner of the intersection would be required. However, as the design details and funding mechanism for this high capacity intersection are not complete, this impact remains **significant and unavoidable**. (DEIR, p. 5.10-90; FEIR, p. 2-34.)

Finding: Adding the second westbound right turn lane would create a secondary impact to the adjacent property through the acquisition of additional right of way; this right of way is currently unavailable. The approved Sacramento County General Plan Update includes a high capacity intersection at this location. The project applicant shall contribute a fair share to the implementation of the high capacity intersection at this location. The improvements could include a grade separated depressed free westbound right turn movement and a triple southbound left turn movement. A pedestrian overcrossing above the grade separated depressed westbound right turn at the northeast corner of the intersection would be required. However, as the design details and funding mechanism for this high capacity intersection are not complete, this impact remains **significant and unavoidable**. (DEIR, p. 5.10-90; FEIR, p. 2-34.)

For these reasons, the impact remains *significant and unavoidable*.

5.10-20(b) Intersections (Cumulative Plus Project) – Howe Avenue / Power Inn

Road and Folsom Boulevard. The project would increase traffic volumes at study area intersections and would cause significant impacts under the cumulative with project scenario at the intersection of Howe Avenue / Power Inn Road and Folsom Boulevard. Traffic from the project would result in LOS F conditions in the p.m. peak hour with an increase in average delay of greater than 5 seconds. This is considered a **significant** impact. (DEIR, p. 5.10-72; FEIR, pp. 2-34 to 2-35.)

Mitigation Measure (From MMP): The following mitigation measure(s) has been adopted to address this impact to the extent feasible:

5.10-20(b)

Howe Avenue / Power Inn Road and Folsom Boulevard – Due to the built-up nature of this intersection, no feasible intersection improvements are identified.

This intersection is located in the Folsom Boulevard corridor. The City of Sacramento 2030 General Plan level of service policy permits impacts at this location to be mitigated by “improvements to other parts of the city wide transportation system in order to improve transportation-system-wide roadway capacity, to make intersection improvements, or to enhance non-auto travel modes in furtherance of the General Plan goals. The improvements would be required within the project site vicinity or within the area affected by the project’s vehicular traffic impacts. With the provision of such other transportation infrastructure improvements, the project would not be required to provide any mitigation for vehicular traffic impacts to the listed road segment in order to conform to the General Plan.

As no feasible mitigation measure has been identified at the subject intersection, and no alternative mitigation measure in accordance with General Plan policy has been identified, this impact remains **significant and unavoidable**. (DEIR, p. 5.10-90; FEIR, pp. 2-34 to 2-35.)

Finding: As no feasible mitigation measure has been identified at the subject intersection, and no alternative mitigation measure in accordance with General Plan policy has been identified, this impact remains **significant and unavoidable**. (DEIR, p. 5.10-90; FEIR, pp. 2-34 to 2-35.)

For these reasons, the impact remains *significant and unavoidable*.

5.10-20(f) Intersections (Cumulative Plus Project) – Watt Avenue and US 50 Westbound Ramps. The project would increase traffic volumes at study area intersections and would cause significant impacts under the cumulative with project scenario at the intersection of Watt Avenue and US 50 Westbound Ramps. Traffic from the project would result in LOS F conditions in the p.m. peak hour with an increase in average delay of greater than 5 seconds. This is considered a **significant** impact. (DEIR, p. 5.10-90; FEIR, pp. 2-36 to 2-37, 2-102.)

Mitigation Measure (From MMP): The following mitigation measure(s) has been adopted to address this impact to the extent feasible:

5.10-20(f)

Watt Avenue and US 50 Westbound Ramps – The cumulative analysis assumes implementation of the future interchange improvement. No additional feasible mitigation measure has been identified. The impacts of the project on this intersection remain **significant and unavoidable**. (DEIR, p. 5.10-91; FEIR, pp. 2-36 to 2-37, 2-102.)

Finding: The cumulative analysis assumes implementation of the future interchange improvement. No additional feasible mitigation measure has been identified. The impacts of the project on this intersection remain **significant and unavoidable**. (DEIR, p. 5.10-91; FEIR, pp. 2-36 to 2-37, 2-102.)

For these reasons, the impact remains *significant and unavoidable*.

5.10-21(a) Roadway Segments (Cumulative Plus Project) – South Watt Avenue from Jackson Road to Fruitridge Road. The project would increase traffic volumes on study area roadway segments and would cause significant impacts under the cumulative with project scenario on South Watt Avenue from Jackson Road to Fruitridge Road. Traffic from the project would result in LOS E conditions on this segment. This is considered a **significant** impact. (DEIR, p. 5.10-92; FEIR, p. 2-37.)

Mitigation Measure (From MMP): The following mitigation measure(s) has been adopted to address this impact to the extent feasible:

5.10-21(a)

South Watt Avenue - Jackson Road to Fruitridge Road –No feasible mitigation measure has been identified. The roadway is assumed at its maximum number of six lanes per the City of Sacramento 2030 General Plan and Sacramento County proposed 2030 General Plan Update. Further widening would not be consistent with City of Sacramento General Plan goals and objectives to create pedestrian-friendly streets and Smart Growth Policies. The impacts of the project on this segment remain **significant and unavoidable**. (DEIR, p. 5.10-92; FEIR, p. 2-37.)

Finding: No feasible mitigation measure has been identified. The roadway is assumed at its maximum number of six lanes per the City of Sacramento 2030 General Plan and Sacramento County proposed 2030 General Plan Update. Further widening would not be consistent with City of Sacramento General Plan goals and objectives to create pedestrian-friendly streets and Smart Growth Policies. The impacts of the project on this segment remain **significant and unavoidable**. (DEIR, p. 5.10-92; FEIR, p. 2-37.)

For these reasons, the impact remains *significant and unavoidable*.

5.10-21(b) Roadway Segments (Cumulative Plus Project) – Jackson Road from 14th Avenue to South Watt Avenue. The project would increase traffic volumes on study area roadway segments and would cause significant impacts under the cumulative with project scenario on Jackson Road from 14th Avenue to South Watt Avenue. Traffic from the project would result in LOS F conditions with an increase in volume-to-capacity ratio of greater than 0.02 on this segment. This is considered a **significant** impact. (DEIR, p. 5.10-92; FEIR, pp. 2-37 to 2-38.)

Mitigation Measure (From MMP): The following mitigation measure(s) has been adopted to address this impact to the extent feasible:

5.10-21(b)

Jackson Road - 14th Avenue to South Watt Avenue – This roadway segment has been assumed to be four lanes wide (City of Sacramento 2030 General Plan). Further widening would not be consistent with City of Sacramento General Plan goals and objectives to create pedestrian-friendly streets and Smart Growth Policies. The widening will be considered in the State Route 16 (Jackson Road) Corridor Study that will identify future right-of-way requirements. The impacts of the project on this segment remain **significant and unavoidable**. (DEIR, p. 5.10-92; FEIR, pp. 2-37 to 2-38.)

Finding: Jackson Road - 14th Avenue to South Watt Avenue – This roadway segment has been assumed to be four lanes wide (City of Sacramento 2030 General Plan). Further widening would not be consistent with City of Sacramento General Plan goals and objectives to create pedestrian-friendly streets and Smart Growth Policies. The widening will be considered in the State Route 16 (Jackson Road) Corridor Study that will identify future right-of-way requirements. The impacts of the project on this segment remain **significant and unavoidable**. (DEIR, p. 5.10-92; FEIR, pp. 2-37 to 2-38.)

For these reasons, the impact remains *significant and unavoidable*.

5.10-22 Freeway Mainline (Cumulative Plus Project). The project would increase traffic volumes on the freeway mainline. The following freeway mainline segments, operating at LOS F without the project, would experience an increase in traffic volumes:

- Eastbound US 50 - 65th Street to Howe Avenue - a.m. peak hour
- Eastbound US 50 - Watt Avenue to Bradshaw Road - a.m. and p.m. peak hours
- Westbound US 50 - Bradshaw Road to Watt Avenue - p.m. peak hour
- Westbound US 50 - Howe Avenue to 65th Street - a.m. peak hour

During peak hours, LOS F operating conditions would degrade on these US 50 segments. This is considered a **significant** impact. (DEIR, p. 5.10-92; FEIR, p. 2-38, 2-110.)

Mitigation Measure (From MMP): The following mitigation measure(s) has been adopted to address this impact to the extent feasible:

5.10-22

At the time of building permits, the applicant shall pay fair share contribution toward the development of the high occupancy vehicles (HOV) lanes on US-50 from Watt Ave to Howe Ave. However, it cannot be guaranteed that the HOV lanes project on US-50 would be constructed prior to the build out of the project, therefore, for purposes of CEQA, this impact would remain **significant and unavoidable**. (DEIR, p. 5.10-94; FEIR, p. 2-38, 2-110.)

Finding: Paying a fair share contribution toward the development of the high occupancy vehicles (HOV) lanes on US-50 between from Watt Avenue to Howe Avenue is considered a feasible mitigation measure but will not bring the impact to less than significant. It cannot be guaranteed that the HOV lanes project on US-50 would be constructed prior to the build out of the project, therefore, for purposes of CEQA, this impact would remain **significant and unavoidable**. (FEIR, p. 2-38, 2-110.)

For these reasons, the impact remains significant and unavoidable.

5.10-23 Freeway Ramp Junctions (Cumulative Plus Project). The project would increase traffic volumes at freeway ramp junctions. The following freeway ramp junctions, operating at LOS F without the project, would experience an increase in traffic volumes:

- Eastbound US 50 - 65th Street Exit - a.m. and p.m. peak hours
- Eastbound US 50 - 65th Street Loop Entrance - a.m. peak hour
- Eastbound US 50 - Watt Avenue Slip Entrance - a.m. and p.m. peak hours
- Westbound US 50 - Watt Avenue Exit - p.m. peak hour
- Westbound US 50 - 65th Street Slip Entrance - a.m. peak hour

During peak hours, LOS F operating conditions would degrade at these US 50 ramp junctions. This is considered a **significant** impact. (DEIR, p. 5.10-94; FEIR, pp. 2-38 to 2-39.)

Mitigation Measure (From MMP): The following mitigation measure(s) has been adopted to address this impact to the extent feasible:

5.10-23

Implement Mitigation Measure 5.10-22. However, it cannot be guaranteed that the HOV lanes project on US-50 would be constructed prior to the build out of the project, therefore, for purposes of CEQA, this impact would remain **significant and unavoidable**. (DEIR, p. 5.10-94; FEIR, pp. 2-38 to 2-39, 2-110.)

Finding: It cannot be guaranteed that the HOV lanes project on US-50 would be constructed prior to the build out of the project, therefore, for purposes of CEQA, this impact would remain **significant and unavoidable**. (DEIR, p. 5.10-94; FEIR, pp. 2-38 to 2-39, 2-110.)

For these reasons, the impact remains significant and unavoidable.

Impact 5.10-25 Freeway Ramp Queuing (Cumulative Plus Project). The project would increase traffic volumes on the freeway ramps. At both eastbound and westbound exit ramps to Howe Avenue, the expected queues would increase and would exceed the available storage space during peak periods. This is considered a **significant** impact. (DEIR, p. 5.10-94; FEIR, pp. 2-39, 2-110.)

Mitigation Measure (From MMP): The following mitigation measure(s) has been adopted to address this impact to the extent feasible:

5.10-25

Implement Mitigation Measure 5.10-22. However, it cannot be guaranteed that the HOV lanes project on US-50 would be constructed prior to the build out of the project, therefore, for purposes of CEQA, this impact would remain **significant and unavoidable**. (DEIR, p. 5.10-95; FEIR, pp. 2-39, 2-110.)

Finding: It cannot be guaranteed that the HOV lanes project on US-50 would be constructed prior to the build out of the project, therefore, for purposes of CEQA, this impact would remain **significant and unavoidable**. (DEIR, p. 5.10-95; FEIR, pp. 2-39, 2-110.)

For these reasons, the impact remains significant and unavoidable.

Impact 5.10-28(a) Intersections (Cumulative Plus No School Alternative) – South Watt Avenue and Jackson Road. The alternative would increase traffic volumes at study area intersections and would cause significant impacts under the Cumulative Plus No School Alternative scenario at the intersection of South Watt Avenue and Jackson Road. Traffic from the alternative would result in LOS F conditions in the p.m. peak hour with an increase in average delay of greater than 5 seconds. This is considered a **significant** impact. (DEIR, p. 5.10-95; FEIR, pp. 2-39, 2-40.)

Mitigation Measure (From MMP): The following mitigation measure(s) has been adopted to address this impact to the extent feasible:

5.10-28(a)

South Watt Avenue and Jackson Road – This impact could be mitigated by implementing a westbound double right turn lane. This mitigation measure would improve the average intersection delay to 120.9 seconds at LOS F in the p.m. peak

hour. Adding the second westbound right turn lane would create a secondary impact to the adjacent property through the acquisition of additional right of way; this right of way is currently unavailable.

The approved Sacramento County General Plan Update includes a high capacity intersection at this location. The alternative applicant shall contribute a fair share to the implementation of the high capacity intersection at this location. The improvements could include a grade separated depressed free westbound right turn movement and a triple southbound left turn movement. A pedestrian overcrossing above the grade separated depressed westbound right turn at the northeast corner of the intersection would be required. However, as the design details and funding mechanism for this high capacity intersection are not complete, this impact remains **significant and unavoidable**. (DEIR, p. 5.10-96; FEIR, pp. 2-39, 2-40.)

Finding: Adding the second westbound right turn lane would create a secondary impact to the adjacent property through the acquisition of additional right of way; this right of way is currently unavailable. Also, as the design details and funding mechanism for this high capacity intersection are not complete, this impact remains **significant and unavoidable**. (DEIR, p. 5.10-96; FEIR, pp. 2-39, 2-40.)

For these reasons, the impact remains significant and unavoidable.

Impact 5.10-28(e) Intersections (Cumulative Plus No School Alternative) – Watt Avenue and US 50 Westbound Ramps. The alternative would increase traffic volumes at study area intersections and would cause significant impacts under the Cumulative Plus No School Alternative scenario at the intersection of Watt Avenue and US 50 Westbound Ramps. Traffic from the alternative would result in LOS F conditions in the p.m. peak hour with an increase in average delay of greater than 5 seconds. This is considered a **significant** impact. (DEIR, p. 5.10-96; FEIR, p. 2-41.)

Mitigation Measure (From MMP): The following mitigation measure(s) has been adopted to address this impact to the extent feasible:

5.10-28(e)

Watt Avenue and US 50 Westbound Ramps – The cumulative analysis assumes implementation of the future interchange improvement. No additional feasible mitigation measure has been identified. The impacts of the alternative on this intersection remain **significant and unavoidable**. (DEIR, p. 5.10-96; FEIR, p. 2-41.)

Finding: The cumulative analysis assumes implementation of the future interchange improvement. No additional feasible mitigation measure has been identified. The impacts of the alternative on this intersection remain **significant and unavoidable**. (DEIR, p. 5.10-96; FEIR, p. 2-41.)

For these reasons, the impact remains ***significant and unavoidable***.

5.10-29(a) Roadway Segments (Cumulative Plus No School Alternative) - South Watt Avenue from Jackson Road to Fruitridge Road. The alternative would increase traffic volumes on study area roadway segments and would cause significant impacts under the Cumulative Plus No School Alternative scenario at South Watt Avenue from Jackson Road to Fruitridge Road. Traffic from the alternative would result in LOS E conditions. This is considered a ***significant*** impact. (DEIR, p. 5.10-97; FEIR, pp. 2-41 to 2-42.)

Mitigation Measure (From MMP): The following mitigation measure(s) has been adopted to address this impact to the extent feasible:

5.10-29(a)

South Watt Avenue - Jackson Road to Fruitridge Road –No feasible mitigation measure has been identified. The roadway is assumed at its maximum number of six lanes per the City of Sacramento 2030 General Plan and Sacramento County 2030 General Plan Update. Further widening would not be consistent with City of Sacramento General Plan goals and objectives to create pedestrian-friendly streets and Smart Growth Policies. The impacts of the alternative on this segment remain ***significant and unavoidable***. (DEIR, p. 5.19-97; FEIR, pp. 2-41 to 2-42.)

Finding: No feasible mitigation measure has been identified. The roadway is assumed at its maximum number of six lanes per the City of Sacramento 2030 General Plan and Sacramento County 2030 General Plan Update. Further widening would not be consistent with City of Sacramento General Plan goals and objectives to create pedestrian-friendly streets and Smart Growth Policies. The impacts of the alternative on this segment remain ***significant and unavoidable***. (DEIR, p. 5.19-97; FEIR, pp. 2-41 to 2-42.)

For these reasons, the impact remains ***significant and unavoidable***.

5.10-29(b) Roadway Segments (Cumulative Plus No School Alternative) - Jackson Road from 14th Avenue to South Watt Avenue. The alternative would increase traffic volumes on study area roadway segments and would cause significant impacts under the Cumulative Plus No School Alternative scenario at Jackson Road from 14th Avenue to South Watt Avenue. Traffic from the alternative would result in LOS F conditions with an increase in volume-to-capacity ratio of greater than 0.02. This is considered a ***significant*** impact. (DEIR, p. 5.10-97; FEIR, p. 2-42.)

Mitigation Measure (From MMP): The following mitigation measure(s) has been adopted to address this impact to the extent feasible:

5.10-29(b)

Jackson Road - 14th Avenue to South Watt Avenue – This roadway segment has been assumed to be four lanes wide (City of Sacramento 2030 General Plan). Further widening would not be consistent with City of Sacramento General Plan goals and objectives to create pedestrian-friendly streets and Smart Growth Policies. The widening will be considered in the State Route 16 (Jackson Road) Corridor Study that will identify future right-of-way requirements. The impacts of the alternative on this segment remain **significant and unavoidable**. (DEIR, p. 5.10-98; FEIR, p. 2-42.)

Finding: This roadway segment has been assumed to be four lanes wide (City of Sacramento 2030 General Plan). Further widening would not be consistent with City of Sacramento General Plan goals and objectives to create pedestrian-friendly streets and Smart Growth Policies. The widening will be considered in the State Route 16 (Jackson Road) Corridor Study that will identify future right-of-way requirements. The impacts of the alternative on this segment remain **significant and unavoidable**. (DEIR, p. 5.10-98; FEIR, p. 2-42.)

For these reasons, the impact remains *significant and unavoidable*.

5.10-30 Freeway Mainline (Cumulative Plus No School Alternative). The alternative would increase traffic volumes on the freeway mainline. The following freeway mainline segments, operating at LOS F without the alternative, would experience an increase in traffic volumes:

- Eastbound US 50 - 65th Street to Howe Avenue - a.m. and p.m. peak hours
- Eastbound US 50 - Watt Avenue to Bradshaw Road - a.m. peak hour
- Westbound US 50 - Bradshaw Road to Watt Avenue - p.m. peak hour
- Westbound US 50 - Howe Avenue to 65th Street - a.m. peak hour

During peak hours, LOS F operating conditions would degrade on these US 50 segments. This is considered a **significant** impact. (DEIR, p. 5.10-98; FEIR, p. 2-42.)

Mitigation Measure (From MMP): The following mitigation measure(s) has been adopted to address this impact to the extent feasible:

5.10-30

Implement Mitigation Measure 5.10-22. However, it cannot be guaranteed that the HOV lanes project on US-50 would be constructed prior to the build out of the project, therefore, for purposes of CEQA, this impact would remain **significant and unavoidable**. (DEIR, p. 5.10-98; FEIR, pp. 2-42, 2-110.)

Finding: It cannot be guaranteed that the HOV lanes project on US-50 would be constructed prior to the build out of the project, therefore, for purposes of CEQA, this impact would remain **significant and unavoidable**. (DEIR, p. 5.10-98; FEIR, pp. 2-42,

2-110.)

For these reasons, the impact remains *significant and unavoidable*.

5.10-31 Freeway Ramp Junctions (Cumulative Plus No School Alternative).

The alternative would increase traffic volumes at freeway ramp junctions. The following freeway ramp junctions, operating at LOS F without the alternative, would experience an increase in traffic volumes:

- Eastbound US 50 - 65th Street Exit - a.m. and p.m. peak hours
- Eastbound US 50 - 65th Street Loop Entrance - a.m. peak hour
- Eastbound US 50 - Watt Avenue Slip Entrance - a.m. and p.m. peak hours
- Westbound US 50 - Watt Avenue Exit - p.m. peak hour
- Westbound US 50 - 65th Street Slip Entrance - a.m. peak hour

During peak hours, LOS F operating conditions would degrade at these US 50 ramp junctions. This is considered a ***significant*** impact. (DEIR, p. 5.10-98; FEIR, pp. 2-42 to 2-43.)

Mitigation Measure (From MMP): The following mitigation measure(s) has been adopted to address this impact to the extent feasible:

5.10-31

Implement Mitigation Measure 5.10-22. However, it cannot be guaranteed that the HOV lanes project on US-50 would be constructed prior to the build out of the project, therefore, for purposes of CEQA, this impact would remain ***significant and unavoidable***. (DEIR, p. 5.10-99; FEIR, pp. 2-42 to 2-43, 2-111.)

Finding: It cannot be guaranteed that the HOV lanes project on US-50 would be constructed prior to the build out of the project, therefore, for purposes of CEQA, this impact would remain ***significant and unavoidable***. (DEIR, p. 5.10-99; FEIR, pp. 2-42 to 2-43, 2-111.)

For these reasons, the impact remains *significant and unavoidable*.

Impact 5.10-33 Freeway Ramp Queuing (Cumulative Plus No School Alternative). The alternative would increase traffic volumes on the freeway ramps. At both eastbound and westbound exit ramps to Howe Avenue, the expected queues would increase and would exceed the available storage space during peak periods. This is considered a ***significant*** impact. (DEIR, p. 5.10-99; FEIR, p. 2-43.)

Mitigation Measure (From MMP): The following mitigation measure(s) has been adopted to address this impact to the extent feasible:

5.10-33

Implement Mitigation Measure 5.10-22. However, it cannot be guaranteed that the

HOV lanes project on US-50 would be constructed prior to the build out of the project, therefore, for purposes of CEQA, this impact would remain **significant and unavoidable**. (DEIR, p. 5.10-99; FEIR, pp. 2-43, 2-111.)

Finding: It cannot be guaranteed that the HOV lanes project on US-50 would be constructed prior to the build out of the project, therefore, for purposes of CEQA, this impact would remain **significant and unavoidable**. (DEIR, p. 5.10-99; FEIR, pp. 2-43, 2-111.)

For these reasons, the impact remains *significant and unavoidable*.

C. Findings Related to the Relationship Between Local Short-term Uses of the Environment and Maintenance and Enhancement of Long-term Productivity.

Based on the EIR and the entire record before the City Council, the City Council makes the following findings with respect to the project's balancing of local short term uses of the environment and the maintenance of long term productivity:

- As the Project is implemented, certain impacts would occur on a short-term level. Such short-term impacts are discussed above. Where feasible, mitigation measures have been incorporated into the Project to mitigate these potential impacts.
- The Project would result in the long-term commitment of resources to develop and operate the Project, including water, natural gas, fossil fuels, and electricity. However, mitigation measures have been incorporated into the Project to ensure that the amount and rate of consumption of these resources would not result in the unnecessary, inefficient, or wasteful use of resources. Moreover, the Project would comply with the Climate Action Plan. (DEIR, pp. 5.1-35 to 5.1-38.)

Although there are short-term and long-term adverse impacts from the Project, the short-term and long-term benefits of the project, as discussed below, justify implementation.

D. Project Alternatives.

The City Council has considered the Project alternatives presented and analyzed in the Final EIR and presented during the comment period and public hearing process. Some of these alternatives have the potential to avoid or reduce certain significant or potentially significant environmental impacts, as set forth below. The City Council finds, based on specific economic, legal, social, technological, or other considerations, that these alternatives are infeasible. Each alternative and the facts supporting the finding of infeasibility of each alternative are set forth below.

Alternatives Considered and Dismissed from Further Consideration

On-Site Detention Alternative

The On-Site Detention Alternative would include the development of an on-site detention basin. The detention basin would replace the Urban Farm portion of the site. Similar to the proposed project, the On-Site Detention Alternative would include 59.1 net acres of land designated Low Density Residential located in the northwest, center, and southeast portions of the project site, as well as 8.8 net acres to facilitate the development of an elementary school. In addition, 15.1 net acres of land designated High Density Residential and 13.5 net acres of land designated Residential Mixed Use would be located in the central and southern portions of the project site. The project would include the following additional uses: 10.8 net acres of land designated Commercial located in the northeast portion of the site; 14.5 net acres of land designated Parks in three separate areas throughout the project site; 28.5 net acres of land designated Open Space/Medians located throughout the project site; and 23.8 net acres of land designated Urban Farm in the southwest portion of the project site. It should be noted that 32.3 acres of land designated Open Space/Park in the southwest portion of the project site would serve as an on-site detention basin. Similar to the proposed project, the On-Site Detention Alternative would require a rezone of the site from Heavy Industrial (M-2S and M-2S-R) to commercial and residential Special Planning District and Planned Unit Development. (DEIR, pp. 8-3, 8-4; FEIR, p. 2-120.)

It should be noted that, by definition, CEQA states that an alternative should avoid or substantially lessen one or more of the environmental effects of the project. The On-Site Detention Alternative would encompass the same amount of acreage, commercial square-footage, and a similar amount of residential units as the proposed project. Although potential impacts related to utilizing an off-site basin and conveyance infrastructure (as with the proposed project) would not occur under this alternative, such impacts were already determined to be less than significant, with implementation of mitigation measures where necessary. Thus, the On-Site Detention Alternative would likely result in similar impacts related to hydrology, water quality, and drainage as the proposed project. Consequently, the Alternative would result in overall similar impacts and would not be expected to reduce any significant impacts as compared to the proposed project. As a result, the On-Site Detention Alternative would not be considered an environmentally feasible alternative that would meet the requirements of CEQA. (DEIR, p. 8-4.)

Existing General Plan without Reorganization (Annexation and Related Detachments) Alternative

Under the Existing General Plan without Reorganization (Annexation and Related Detachments) Alternative, the 202.8-acre site would be build out pursuant to the existing General Plan land use designations of Suburban Center and Traditional Neighborhood Medium Density (See Table 8-1). It should be noted that the Existing General Plan without Reorganization (Annexation and Related Detachments) Alternative would not include reorganization (annexation and related detachments) of the 29.5-acre Special Study Area west of South Watt Avenue. Similar to the proposed project, the Existing General Plan without Reorganization (Annexation and Related Detachments) Alternative

would require a rezone to be consistent with the existing General Plan land use designations. The site is currently zoned Heavy Industrial (M-2S and M-2S-R), which allows for the “manufacturer or treatment of goods from raw materials” and continued mining operations. (DEIR, p. 8-4; FEIR, p. 2-120.)

Buildout of the Existing General Plan without Reorganization (Annexation and Related Detachments) Alternative would still result in development of the project area, but would not include a variety of Low Density, Medium Density, and High Density residential uses. In addition, this alternative would not include the development of a school or urban farm. Similar to the On-Site Detention Alternative discussed above, the Existing General Plan without Reorganization (Annexation and Related Detachments) Alternative would result in similar impacts and would not be expected to reduce any significant impacts as compared to the proposed project. Therefore, the Alternative would not be considered an environmentally feasible alternative that would meet the requirements of CEQA nor meet the basic objectives of the proposed project. (DEIR, pp. 8-4, 8-5; FEIR, p. 2-121.)

Increased Density Alternative

Under the Increased Density Alternative the site would be built out pursuant to the maximum density allowable under the existing designations, which are Suburban Center and Traditional Neighborhood Medium Density General Plan land uses. The Increased Density Alternative would include the development of approximately 3,103 residential units and 1,080,000 square feet of commercial uses, approximately 1,738 more residential units and 858,000 more square feet of commercial uses than the proposed project (See Table 8-2). The site is zoned Heavy Industrial (M-2S and M-2S-R), which allows for the “manufacturer or treatment of goods from raw materials” and continued mining operations. Similar to the proposed project, the Increased Density Alternative would include reorganization (annexation and related detachments) of the 29.5-acre Special Study Area west of South Watt Avenue. The Increased Density Alternative would require a rezone of a majority of the site to be consistent with the existing General Plan land use designations and rezoning of the reorganization (annexation and related detachments) area. (DEIR, p. 8-5; FEIR, p. 2-121.)

Although the Increased Density Alternative would require less acreage for residential uses at a higher density than the proposed project, which allows for improved pedestrian and bicycle connections, the alternative would also cause concentrated areas of high traffic, noise, air pollutants, and other related environmental issues. Therefore, the Alternative’s overall impacts would be similar, and would not be expected to reduce any significant impacts, as compared to the proposed project. Consequently, the Increased Density Alternative would not be considered an environmentally feasible alternative that would meet the requirements of CEQA. (DEIR, p. 8-5.)

Summary of Alternatives Considered

The EIR analyzed the following alternatives to the proposed Project:

- No Project/No Build Alternative;
- Reduced Density Alternative; and
- Off-Site Alternative.

(DEIR, p. 8-5.)

No Project/No Build Alternative

Section 15126.6 (e)(1) of the State CEQA Guidelines requires that a “no project alternative” be evaluated in comparison to the proposed project. The No Project/No Build Alternative is defined in this section as the continuation of the existing condition of the project site. The No Project/No Build Alternative would allow the project site to continue as a former aggregate mining site utilized primarily for wash ponds, dryings beds, a conveyor belt system that transports raw aggregate reserves to the Teichert Perkins plant, and an electrical transmission line. (DEIR, p. 8-6).

The No Project/No Build Alternative would result in fewer impacts than the proposed project with respect to most environmental impact areas, including air quality and climate change; biological resources; cultural resources; geology, soils, and mineral resources; hazards and hazardous materials; hydrology, water quality, and drainage; public services; transportation and circulation; urban design and visual resources; utilities, service systems, and energy; and reorganization. It would result in roughly equal impacts with respect to parks and recreation, because it would neither generate the demand for parks and recreational facilities nor would it provide for parks and open space uses. It would result in greater impacts with respect to land use, population, and housing, because the existing zoning of Heavy Industrial (M-2S-SWR and M-2S-R-SWR) is not consistent with the General Plan land use designations for the site, which are Traditional Neighborhood and Suburban Center. (DEIR, pp. 8-6 to 8-8, 8-17 to 8-18.)

Facts in Support of Finding of Infeasibility

The No Project/No Build Alternative would allow the project site to continue as a former aggregate mining site utilized primarily for wash ponds, drying beds, a conveyor system that transports raw aggregate to the Teichert Perkins Plant for processing, and an electrical transmission line. As such, this alternative would not meet any of the eight project objectives. Specifically, it would not meet the first project objective of providing a mixed use development that embodies smart growth principles. It would not meet objectives 2, 3, and 5 pertaining to the provision of housing. It would not meet the fourth objective of providing an urban farm and recreational facilities. It would not provide commercial development as required under the sixth objective. It would not meet the multi-modal transit goals of the seventh objective. Lastly, it would not promote good planning practices as required by Objective 8. (DEIR, pp. 8-3, 8-6 to 8-8.) Thus, the No Project/No Build Alternative is infeasible, because it does not meet any of the project objectives.

Reduced Density Alternative

Under the Reduced Density Alternative the site would be built out pursuant to the minimum density allowable under the existing designations, which are Suburban Center and Traditional Neighborhood Medium Density General Plan land uses. The Reduced Density Alternative would include the development of approximately 1,198 residential units and 135,000 square feet of commercial uses, which is approximately 167 fewer residential units and 87,000 fewer square feet of commercial uses than the proposed project (See Table 8-3). The site is zoned Heavy Industrial (M-2S-SWR and M-2S-R-SWR), which allows for the “manufacturer or treatment of goods from raw materials” and continued mining operations. Similar to the proposed project, this alternative would include reorganization (annexation and related detachments) of the 29.5-acre Special Study Area west of South Watt Avenue. The Reduced Density Alternative would require a rezone of a majority of the site to be consistent with the existing General Plan land use designations and rezoning of the reorganization (annexation and related detachments) area. (DEIR, pp. 8-8, 8-9; FEIR, p. 2-122.)

By reducing the commercial uses and residential units, the Reduced Density Alternative would reduce impacts in the following areas: land use, population, and housing; air quality and climate change; hydrology, water quality, and drainage; noise and vibration; parks and recreation; public services; transportation and circulation; and utilities, service systems, and energy. This alternative would have roughly equal impacts as the proposed project with respect to biological resources; cultural resources; geology, soils, and mineral resources; urban design and visual resources; and reorganization. However, impacts related to air quality and climate change, noise and vibration, transportation and circulation would be expected to remain significant and unavoidable with the Reduced Density Alternative. (DEIR, pp. 8-8 to 8-12, 8-18.)

Facts in Support of Finding of Infeasibility

The Reduced Density Alternative would include the development of approximately 1,198 residential units and 135,000 square feet of commercial uses, which is 167 fewer residential units and 87,000 fewer square feet of commercial uses than the proposed project. As such, the Reduced Density Alternative would be less successful than the proposed project at meeting the objectives 2, 3, and 5 related to providing residential uses, including affordable housing (Objective 5), necessary to accommodate regional needs (Objective 2) and help to reduce vehicle miles traveled (Objective 3). By providing less commercial development, this alternative would be less successful at meeting Objective 6 than the proposed project. Moreover, by providing less residential and commercial development than the proposed project, this alternative would be less successful at meeting smart growth principles (Objective 1) and promoting good planning practice (Objective 8). (DEIR, pp. 8-3, 8-8 to 8-12.) Thus, this alternative is infeasible, because it does not meet the most of the project objectives to the extent that would occur with the proposed project.

Off-Site Alternative

The Off-Site Alternative would involve the construction the same type and intensity of land uses as the proposed project on an alternative location. Properties in the area that are owned by the project applicant are displayed in Figure 8-1. As shown in the figure, most of the potential alternative locations are located outside of City limits and would not meet the majority of the project objectives. The Teichert Perkins plant and Lake Park properties to the north of the proposed project site could meet project objectives due to their proximity to transit options. However, the Teichert Perkins plant is an active sand and gravel processing and sales facility; thus, if the site were to be developed with the proposed project uses, the processing and sales facility would need to be relocated to another site. The Lake Park site is near transit options as well, but would not be able to provide the same amount of land uses as the proposed project due to the size of the property. (DEIR, p. 8-12.)

As the Aspen II property is directly adjacent to the proposed project site to the east, is still in close proximity to transit, and is similar in size and existing land uses to the proposed project site, the Aspen II property would be considered the most feasible Off-Site Alternative and would generally meet the objectives of the project. Annexation of the Aspen II property would be required, as the site is not currently within City limits. However, because the property is near the City's border, annexation of the property would not be expected to cause "islands" of unincorporated territory. (DEIR, p. 8-14.)

The Off-Site Alternative would reduce impacts in the following areas: air quality and climate change and noise and vibration, but the significant and unavoidable project impacts in these areas would still occur with this alternative. This alternative would have roughly equal impacts as the proposed project with respect to biological resources; cultural resources; geology, soils, and mineral resources; hazards and hazardous materials; hydrology, water quality, and drainage; parks and recreation; public services; transportation and circulation; urban design and visual resources; and utilities, services systems, and energy. Moreover, this alternative would result in greater impacts than the proposed project with respect to land use population and housing and reorganization. (DEIR, pp. 8-12 to 8-18.)

Facts in Support of Finding of Infeasibility

The Off-Site Alternative would include development of the same type and intensity of land uses as would the proposed project, but on the adjacent Aspen II site wholly within unincorporated Sacramento County. This alternative would not be environmentally superior to the proposed project, because it would result in fewer impacts in some areas, equivalent impacts in most areas, and greater impacts in some areas. Moreover, it would not be as effective at meeting the project objectives related to providing a mixed-use community within the City of Sacramento (Objective 1), as it would require the annexation of the entire site as opposed to only 29.5 acres with the proposed project. Because the Off-Site Alternative would be located slightly further away from existing development within the City of Sacramento, it would be slightly less successful at meeting project objectives of reducing vehicle miles traveled (Objective 3) and reuse of an infill site (Objective 8). Thus, this alternative is not environmentally superior to the proposed

project, and it would not be as effective as the proposed project at meeting all of the project objectives. (DEIR, pp. 8-3, 8-12 to 8-18.)

E. Statement of Overriding Considerations:

Pursuant to Guidelines section 15092, the City Council finds that in approving the Project it has eliminated or substantially lessened all significant and potentially significant effects of the Project on the environment where feasible, as shown in Sections 3A through 3D above. The City Council further finds that it has balanced the economic, legal, social, technological, and other benefits of the Project against the remaining unavoidable environmental risks in determining whether to approve the Project and has determined that those benefits outweigh the unavoidable environmental risks and that those risks are acceptable. The City Council makes this statement of overriding considerations in accordance with section 15093 of the Guidelines in support of approval of the Project.

1. The Project Promotes Smart Land Use Principles.

The Project promotes smart growth land use principles, because it will reuse an infill site that is close to the urban core for residential development. For example, the Project is consistent with the Sacramento Area Council of Governments (SACOG) regional “Blueprint” transportation and land use principles. Specifically, the Project location predominantly within the City of Sacramento will encourage alternative transportation choices such as walking, bicycling, and public transportation. The Project features bicycle and pedestrian routes that will enable efficient connections to local and regional transit serving the greater Sacramento area. The Project will promote Blueprint principles of compact development and use of existing assets by providing up to 1,365 residences and 130,000 square feet of commercial uses on the 232-acre infill site, resulting in an overall net residential density of approximately 14 units per acre, not including the 100 units allowed on the Commercial and Urban Farm designated portions of the site. Similarly, the Project is consistent with the Metropolitan Transportation Plan/Sustainable Communities Strategy (MTP/SCS), because the Project location and project design features will reduce vehicle miles traveled and greenhouse gas emissions helping to reach regional air quality goals. Compared to business as usual conditions, the Project would result in 2020 emission reduction of 29 percent and 2030 emission reduction of 35 percent. (DEIR, pp. 5.1-35 to 5.1-38; FEIR, p. 2-48.)

2. The Project Will Provide for the Beneficial Reuse of a Former Mining Site, Replacing it with a Mixed Use Development with Residential Uses, a Commercial Center, an Urban Farm, Recreational Amenities, Affordable Housing, and Open Space.

The Project will result in the beneficial reuse of former mining site and replace it with a mixed use development containing a variety of residences, a school, an urban farm, recreational amenities, affordable housing, open space, and a commercial center. The Project will provide for the redevelopment of the site with up to 1,365 new residential units and up to approximately 130,000 square feet of commercial uses. (FEIR, p. 2-48.) In

effect, the Project marks the transition of a largely stagnant, former industrial site to an active community that will help serve regional housing needs in a development that is environmentally sensitive and designed with sustainability in mind. Thus, proceeding with the Project reuses the property in a manner which adds vitality to the surrounding area and helps Sacramento grow responsibly.

3. The Project is an Infill Project.

The Project is an infill project that will help the City to meet its housing goals without resorting to “greenfield” development. Infill projects develop vacant or underutilized urban sites and avoid many of the impacts of greenfield development, such as conversion of agricultural land, destruction of biological and cultural resources, contributing to urban or suburban sprawl, traffic congestion and longer vehicle trips, and growth inducement.

4. The Project Will Further Transition an Industrial Area to More Intense Land Uses.

The Project will further transition an industrial area that has been changing in recent years into more intense land uses such as office, commercial, and residential uses. Properties near the project site have undergone such intensification in a manner consistent with the City’s General Plan goals and policies to help transform the predominately industrial area. Intensification from industrial to other land uses further promotes the economic development of the City. The Project continues that transition and, furthering the same General Plan goals and policies and fostering economic development. (Staff Report, pp. ____.)

5. The Project Will Provide Parks and Open Space.

The Project will provide a mix of parks and open space, and a Class I trail system to serve the residents of the project site. The Project will provide a total of 14.5 net acres of park and recreational areas that are eligible for Quimby Act Credit, as well as an additional 52.3 net acres of open space and recreational areas, including the 23.8 acre Urban Farm parcel and 28.5 acres of median boulevard parks, landscaped entries, corridors along streets, shortcuts, and slope areas. The Project would include one Community Park, one Neighborhood Park, and two Mini-Parks. In addition, the Project will provide a Class I trail system composed of an interconnected system of on-street sidewalks, Class II and III bicycle lanes, Class I trails, and shortcuts. The comprehensive system will promote alternative modes of travel and facilitate easy access between residential, commercial, education, and recreational opportunities on the project site. Thus, the proposed parks and open space areas will be well connected and conveniently accessible to residents of the area in order to provide recreational opportunities. (DEIR, pp. 3-12 to 3-13, 5.8-4 to 5.8-10; FEIR, pp. 2-48, 2-50, 2-66, 2-86.)

6. The Project Adds a Diversity of Housing

The Project includes a range of housing types and densities. The Project will provide for up to 1,365 residential units, including up to 482 units within the Low Density Residential (LDR) portion of the site, 378 units within the High Density Residential (HDR) portion of the site, 405 units within the Residential Mixed Use (RMU) portion of the site, and 50 units each within the proposed Commercial (C) and Urban Farm (UF) designated portions of the project site. Densities would be 8.2 units/acre in the LDR designation, 25 units/acre in the HDR designation, and 30 units/acre in the RMU designation. The Mixed-Income Housing Ordinance requires that 15 percent of the dwelling units be affordable to very low income and low income households. Consistent with this requirement, the Project will include 205 income restricted housing units. (DEIR, pp. 3-7 to 3-12, 4-32; FEIR, pp. 2-48 to 2-50, 2-65.)

7. The Project Will Improve Connectivity.

The Project features multi-modal streets that will connect residents to parks, open space, commercial uses, urban farms, transit, and other amenities. The Project will also serve as a link that connects master planned communities in Sacramento County, which are currently in the planning process, to the City via a greenbelt parkway. It is anticipated that this connection will promote the use of transit options, thus facilitating efficient movement between Sacramento City and County and reducing vehicle miles traveled. The Project therefore will improve connectivity within and beyond the Project. (DEIR, pp. 3-13, 3-14, 5.10-11, 5.10-100 to 5.10-104.)

8. The Project Will Facilitate Improvements Along Jackson Highway.

The Project will provide frontage improvements to Jackson Highway which is in the process of being relinquished to the City. These frontage improvements will be important to the use of Jackson Highway as an arterial that will improve the City's transportation network. (DEIR, pp. 5.8-6, 5.11-9; FEIR, p. 3-12.)

9. The Project Promotes Sustainability and Healthy Lifestyles with the Proposed Urban Farm.

The Project will include a 23.8-acre urban farm parcel at the intersection of Rock Creek Parkway and the Aspen Promenade in the southwest corner of the project site. The intent of the urban farm is to celebrate the former agricultural heritage of the greater Brighton community along Jackson Highway and to provide local residents the ability to obtain locally-grown produce. The urban farm is designed to serve as the centerpiece of the community, and would provide a central location for residents and surrounding neighbors to obtain fresh produce and assorted agricultural goods. In addition, the urban farm could include up to 50 residential units, a potential school site or related educational facilities, and cultural, religious, or social uses. The Project would also include the establishment of a community garden where residents would be able to individually cultivate their own small garden plots. The community garden would be centrally located and in close proximity to the urban farm, and it is anticipated the community garden and urban farm would share resources and develop an interactive relationship. The urban

farm will be professionally managed to promote sustainability and healthy lifestyles. The urban farm will serve Project residents with fresh, local produce, causing a reduction in carbon emissions associated with food transportation and enabling greater access to healthy food. The urban farm will additionally have the capacity to serve individuals living outside of the Project. The urban farm's edible landscape will feature fruit and nut bearing trees to which Project residents will have access, giving the edible landscape a nutritional function in addition to an aesthetic function. Therefore, the urban farm and edible landscape contribute to the Project's overall sustainability and health benefits. (DEIR, pp. 3-7 to 3-8, 3-12 to 3-13; FEIR, p. 2-50.)

The City Council has considered these benefits and has considered the potentially significant and unavoidable environmental impact of noise from the project's demolition and construction. The City Council has determined that the economic, legal, social, technological and other benefits of the project outweigh the identified impact. The City Council has thus determined that the project benefits set forth above override the significant and unavoidable environmental impact associated with the project.

ORDINANCE NO.

ADOPTED BY THE SACRAMENTO CITY COUNCIL

**APPROVING CITY AGREEMENT NO. _____, A DEVELOPMENT
AGREEMENT (ASPEN 1, P09-038)**

BE IT ENACTED BY THE COUNCIL OF THE CITY OF SACRAMENTO:

SECTION 1. Incorporation of Agreement.

This ordinance incorporates the establishment of the development agreement between the City and Teichert Land Co. and Fruitridge Land Co., a copy of which is attached to this ordinance as Exhibit A.

Section 2. Hearing before the Planning and Design Commission.

On June 16, 2015, in accordance with Government Code section 65867 and Sacramento City Code chapter 18.16, the Planning and Design Commission conducted a noticed public hearing on an application to establish a development agreement. During the hearing, the Planning and Design Commission received and considered evidence and testimony. After the hearing concluded, the Planning and Design Commission forwarded to the City Council a recommendation to approve the proposed agreement.

Section 3. Hearing before the City Council; Findings.

On November 10, 2015, in accordance with Government Code section 65867 and Sacramento City Code chapter 18.16, the City Council conducted a noticed public hearing on the application to establish a development agreement. During the hearing, the City Council received and considered evidence and testimony concerning the proposed amendment. Based on the information in the application and the evidence and testimony received at the hearing, the City Council finds as follows:

- a) The development agreement is consistent with the City's 2035 General Plan Update.
- b) The proposed development agreement will facilitate Landowner's development of the property subject to the development agreement, which should be encouraged in order to meet important economic, social, environmental, or planning goals of the specific or community plan.

- c) Without the agreement, Landowner would be unlikely to proceed with development of the property subject to the development agreement in the manner proposed.
- d) Landowner will incur substantial costs to provide public improvements, facilities, or services from which the general public will benefit.
- e) Landowner will participate in all programs established or required under the general plan or any applicable specific or community plan and all of its approving resolutions (including any mitigation-monitoring plan) which will benefit the public.
- f) Landowner has made commitments to a high standard of quality and has agreed to all applicable land-use and development regulations.

Section 4. Approval and Authorization.

The City Council hereby approves the establishment of the development agreement. The City Council hereby authorizes the Director of the Community Development Department to sign on the City's behalf, on or after the effective date of this ordinance, the development agreement for Aspen 1.

*Recording Requested by and Benefiting
the City of Sacramento, a Government Entity –
No Fee Required per Government Code § 6103*

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

City Clerk
City of Sacramento
915 I Street (Historic City Hall)
Sacramento, CA 95814

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

DEVELOPMENT AGREEMENT

FOR

**ASPEN 1
NEW BRIGHTON
[Project Application Number]**

Between

CITY OF SACRAMENTO

and

**TEICHERT LAND CO.
AND
FRUITRIDGE ROAD LAND CO.**

**Approved by
Ordinance No. ____ - ____
[Date]**

DEVELOPMENT AGREEMENT FOR ROCK CREEK ASPEN I

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**DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF SACRAMENTO
AND**

**TEICHERT LAND CO.
AND
FRUITRIDGE ROAD LAND CO.**

FOR

NEW BRIGHTON ASPEN 1

This DEVELOPMENT AGREEMENT (hereinafter "Agreement") is made and entered into as of this _____ day of _____, 2015, by and between the CITY OF SACRAMENTO, a municipal corporation (hereinafter the "CITY"), and TEICHERT LAND CO., a California Corporation, AND FRUITRIDGE ROAD LAND CO., a California Corporation (hereinafter collectively the "LANDOWNERS". The CITY and LANDOWNERS hereinafter may be referred to collectively as the "Parties" or in the singular as "Party," as the context requires.

RECITALS

This Agreement is entered into on the basis of the following facts, understandings and intention of the Parties. These Recitals are intended to paraphrase and summarize this Agreement; however, the Agreement is expressed below with particularity and the Parties intend that their specific rights and obligations be determined by those provisions and not by the Recitals. In the event of an ambiguity, these Recitals may be used as an aid in interpretation of the intentions of the Parties.

A. **Definitions.** These Recitals use certain capitalized terms that are defined in Section 1.0 of this Agreement. The Parties intend to refer to those definitions when a capitalized term is used but is not defined in these Recitals.

B. **Authority.** To strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic risks of development, in 1979 the Legislature of the State of California adopted Article 2.5 of Chapter 4 of Division 1 of the Government Code, commencing at section 65864 (the "Statute"), which authorizes the CITY to enter into this binding Agreement with LANDOWNERS in order to establish certain rights and obligations of the Parties relative to Development of the Property for the Project. The authority for the CITY's approval of this Agreement is contained in the Statute, the City Charter, the Procedural Ordinance, other applicable City ordinances, resolutions and procedures. CITY and

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LANDOWNERS desire to enter into this Agreement pursuant to the provisions of the Statute in order to provide for the orderly Development of the Project on the Property.

C. **Property Subject to Agreement.** LANDOWNERS own certain legal or equitable interests in the Property which is located within the City. LANDOWNERS seek to develop the Property for the Project consistent with the General Plan, as the General Plan may have been amended as part of the process for approval of the Project.

D. **Procedural Requirements.** The City Planning Commission and the City Council held duly noticed public hearings on the approval of the Project Entitlements, and approval of this Agreement.

E. **Environmental Compliance.** The Final Environmental Impact Report prepared for the Project was certified as adequate and complete and specific findings, Mitigation Measures, and a Mitigation Monitoring Program were approved by the City Council to allow for the Development of the Project.

F. **General Plan Compliance.** LANDOWNERS desire to facilitate implementation of the General Plan, and LANDOWNERS therefore agree to develop the Property for the Project in a manner consistent with the policies, terms and conditions of the General Plan, provided that LANDOWNERS are assured that no subsequent changes in the General Plan after the Effective Date which would affect LANDOWNERS' Vested Rights shall apply to the Property or the Project during the term of this Agreement, except as expressly provided herein, particularly in regards to Subsequent Approvals and application of a Subsequent Rule.

G. **Project Entitlements.** Development of the Property for the Project in accordance with the terms and conditions of this Agreement will provide for the orderly growth and Development of the Property in accordance with the requirements, policies, goals, standards, and objectives of the General Plan, Community Plan, Zoning Ordinance, Subdivision Ordinance, and other applicable provisions of the City Code. This Agreement limits the CITY's rights to revoke, terminate, change or amend the Project Entitlements, or to require the LANDOWNERS to comply with any ordinances or resolutions enacted after the Effective Date that conflict with or impede Development of the Property for the Project, except as expressly provided herein, particularly in regards to Subsequent Approvals and application of a Subsequent Rule.

H. **Procedural Ordinance.** The City Council adopted the Procedural Ordinance by which CITY will consider, adopt, amend and subsequently review development agreements by and between CITY and a given landowner. The Procedural Ordinance, and as it may be amended in the future after the Effective Date in accordance with the Statute, shall apply to the approval, review, amendment and enforcement of this Agreement. CITY and LANDOWNERS have taken all actions mandated by, and have fulfilled all requirements set forth in, the Procedural Ordinance for the adoption of this Agreement by the City Council.

I. **Agreement Voluntary.** This Agreement is voluntarily entered into by LANDOWNERS in order to secure a Vested Right to develop the Property for the Project and to

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limit the CITY's right to subject the Property and Development of the Project to ordinances, policies, rules and regulations that may be enacted in the future which conflict, supplant, or are contrary to the express terms and conditions set out herein. This Agreement is voluntarily entered into by CITY in the exercise of its legislative discretion in order to assure the implementation of the General Plan and Community Plan, and in consideration of the agreements and undertakings of LANDOWNERS as specified in the Project Entitlements, Special Conditions, and Mitigation Measures. The Parties are entering into this Agreement voluntarily in consideration of the rights conferred and the obligations incurred as specified herein.

J. **Consideration.** Development of the Property in accordance with the terms of this Agreement requires major investment by LANDOWNERS in Public Facilities, as well as Dedications and Reservations of land for public benefit and purposes, and a substantial commitment of the resources of LANDOWNERS to achieve the public purposes and benefits of the Project for the CITY. By entering into this Agreement, CITY will receive such benefits, the assurances of implementation of the General Plan and Community Plan as applied to the Property, and the Development of the Property, which is currently vacant and/or underutilized, that will generate new tax revenues for the CITY. By entering into this Agreement, LANDOWNERS will obtain Vested Rights to proceed with Development of the Property for the Project in accordance with the Agreement's terms and conditions, and CITY's approval of the Project Entitlements may increase the value of LANDOWNERS' Property.

K. **Consistency Findings.** The City Council has reviewed and approved this Agreement. It finds that this Agreement is consistent with the General Plan, Community Plan, and Land Use and Development Regulations. The implementation of this Agreement is in the best interest of CITY because it promotes the health, safety and general welfare of its existing and future residents. The potential environmental impacts of Development of the Project on the Property were adequately considered in the environmental documentation prepared by CITY, and adoption of the Adopting Ordinance complies in all respects with the CEQA. This Agreement provides assurances that the Project will not proceed without the timely provision of Public Facilities and Public Services required to serve the Project. This Agreement is just, reasonable, and fair and equitable under the circumstances facing the CITY, and it provides sufficient benefits to the community to justify entering into this Agreement.

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AGREEMENT

NOW, THEREFORE, based on the Recitals, the mutual promises and covenants of the Parties contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1.0 DEFINITIONS AND EXHIBITS

For purposes of this Agreement and all Exhibits, the capitalized terms shall have the meanings set forth below or in the Recitals, unless the context otherwise requires or if the capitalized term is defined in a particular section. Words not defined in this Agreement shall be given their common and ordinary meaning. The word "shall" is always mandatory.

The documents that are attached to this Agreement and labeled as exhibits (Exhibits) and that are referred to in this Agreement are incorporated into this Agreement by such reference. The documents which are referenced in this Agreement or in the Exhibits which may not be physically attached to this Agreement are also incorporated into this Agreement by such reference.

1.1 Adopting Ordinance. The ordinance pursuant to which the City Council approves this Agreement.

1.2 Allocation Procedures. Those procedures set forth in Section 5.2 of this Agreement, whereunder the various land uses and densities of the Project are distributed to and among the various parcels, or portions of them, comprising the Property.

1.3 Annual Review. The process and procedures whereby CITY reviews, pursuant to Government Code section 65865.1, the nature and extent of compliance by LANDOWNERS and Assignee(s) with all of the terms and conditions of this Agreement, which process and procedures are as specified in the Procedural Ordinance, and in Section 5.6 of this Agreement.

1.4 Assessment. A special assessment (or special tax in the case of a Community Facilities District) levied on real property within all or part of the Project area for the purpose of financing Public Facilities and Public Services in accordance with the California Streets and Highways Code, the California Government Code, and/or the Sacramento City Code.

1.5 Assessment District Policy Manual. The document entitled "City of Sacramento Policy and Procedures for Use of Special Assessment and Mello-Roos Community Facilities District Financing for Infrastructure and Public Facilities," as adopted by the City Council on June 29, 1993 (Resolution 93-381), as said document may be amended from time to time.

1.6 Assignee. A third Person executing an Assignment and Assumption Agreement.

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1.7 Assignment. The sale, assignment or other transfer by LANDOWNERS of all or part of its right, title and interest in the Property and in this Agreement to another Person, in accordance with the terms and conditions of this Agreement and the Assignment and Assumption Agreement.

1.8 Assignment and Assumption Agreement. The agreement in the form set out in Exhibit H, or such other form as shall be proposed by LANDOWNERS or Assignee and approved by the City Attorney.

1.9 Building Permit. A permit issued pursuant to Title 15 of the City Code that allows for construction of improvements on the Property as specified in the permit.

1.10 CEQA. The California Environmental Quality Act (CEQA), as set forth at California Public Resources Code, Division 13, commencing at section 21000 (CEQA Act), and the CEQA Guidelines as set forth in Title 14 of the California Code of Regulations commencing at section 15000 (CEQA Guidelines), and as the CEQA Act and CEQA Guidelines are amended from time to time.

1.11 City. The City of Sacramento.

1.12 City Agency. The Redevelopment Agency of the City of Sacramento, the Housing Authority of the City of Sacramento, and the Sacramento Housing and Redevelopment Agency when the City Council acts as the governing board of that agency.

1.13 City Code. The Sacramento Municipal Code as adopted by the City Council, as said Code may be amended from time to time, and the provisions of the Sacramento City Charter as it may apply to the provisions of the Sacramento Municipal Code and this Agreement, as said Charter may be amended by a vote of the electorate from time to time.

1.14 City Council. The Council of the City of Sacramento.

1.15 City Guidelines. The City of Sacramento Design Guidelines applicable to land development and architecture in the City of Sacramento, as said Guidelines may be amended from time to time.

1.16 Community Plan. The Fruitridge/Broadway Community Plan as contained in the General Plan adopted by the City Council on March 3, 2015, as said plan may be amended from time to time.

1.17 Days. As used in this Agreement, “days” shall mean calendar days.

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1.18 Dedication. The transfer of real property, or a defined interest therein, under an Irrevocable Offer of Dedication to CITY, City Agency or Public Agency free of all encumbrances, mortgages, liens, leases, easements and other matters affecting the title except as may otherwise be expressly agreed to by CITY, City Agency or Public Agency, at no cost as specifically set forth in the Project Entitlements, Special Conditions, or Mitigation Measures. Exhibit F summarizes for the Parties' convenience the contemplated approximate location and amount of land which LANDOWNERS will be required to transfer to CITY or Public Agency, together with a categorical listing of the types of Public Facilities to be developed on said lands, as of the Effective Date.

1.19 Deed of Trust. A real property security device whereby a LANDOWNER as debtor (trustor) conveys title to real property consisting of all or a portion of the Property to a trustee as security for a debt owed to the creditor (beneficiary).

1.20 Development (or Develop). The use(s) to which the Property will be put, the buildings and improvements to be constructed on the Property, and the construction activities incident thereto, together with the process of obtaining all required land use entitlements in accordance with the Land Use and Development Regulations, Building Permits, and all other Project Entitlements.

1.21 Development Fee. All fees now or in the future to be imposed on and/or collected by the CITY from LANDOWNERS or Assignees as a condition of Development of the Property, for the funding of construction or rehabilitation of Public Facilities, including those lawfully imposed by another Public Agency having jurisdiction and which CITY is required or authorized to collect pursuant to federal or State law, local ordinance, or agreement.

1.22 Development Plan. The LANDOWNERS' plan for Development of the Property for the Project as set forth or referenced in Exhibit B.

1.23 Discretionary Action. An approval or disapproval that requires exercise of judgment, deliberation, or a decision, and that contemplates and authorizes the imposition of revisions or conditions by CITY, including any board, commission or department and any officer or employee CITY, in the process of approving or disapproving a particular activity.

1.24 Effective Date. The date on which the Adopting Ordinance becomes effective (not the date the Adopting Ordinance was approved by the City Council).

1.25 Extension Period. A specified period of time, in five (5)-year increments, by which LANDOWNERS may extend the Term of this Agreement consistent with the requirements set forth in Section 2.1.1.

1.26 Final Environmental Impact Report. The report prepared for the Project in accordance with CEQA that was certified by the Planning Commission by its record of decision and/or by the City Council by its resolution, as described in Exhibit D.

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1.27 General Plan. The General Plan of the City of Sacramento, as adopted by the City Council on March 3, 2015, and as said plan may be amended from time to time.

1.28 Inclusionary Housing Ordinance. Title 17, Chapter 17.190 of the City Code, entitled the “Mixed Income Housing Ordinance,” and as said ordinance may be amended from time to time.

1.29 Irrevocable Offer of Dedication. In accordance with the provision of Government Code section 66475 et seq., an unconditional and irrevocable offer by LANDOWNERS to transfer real property, or an interest therein, to CITY or Public Agency pursuant to the provisions of the Development Plan, Project Entitlements, or Special Conditions. Exhibit G provides the form of the Dedication agreement if the Irrevocable Offer of Dedication is not set out on the tentative and final subdivision map or if the Parties desire to specify the terms of the Dedication and the acceptance of the property or interest therein.

1.30 Land Use and Development Regulations. The Zoning Ordinance, Subdivision Ordinance, and the other provisions of the City Code (including the Sign Code) applicable to Development of the Property, together with the General Plan and any other City ordinances, resolutions, master plans, rules, regulations and official policies of the City as they exist on the Effective Date, which govern or regulate land use and/or development of the Property.

1.31 Lender. A Person (or a successor in interest to such person) who has advanced funds to, or who is otherwise owed money by, a LANDOWNER as a debtor, where the obligation is embodied in a promissory note or other evidence of indebtedness, and where such note or other evidence of indebtedness is secured by a Mortgage or Deed of Trust on all or a portion of the Property.

1.32 Ministerial Action. An approval or disapproval that merely requires a determination whether there has been compliance with applicable statutes, ordinances, resolutions, regulations, or conditions of approval including, without limitation, the Development Plan, Project Entitlements, Special Conditions, and Mitigation Measures.

1.33 Mitigation Measures. The measures adopted by the Planning Commission and/or by the City Council as part of the certification of the Final Environmental Impact Report as of the Effective Date which apply to Development of the Property for the Project and as may be referenced in the Project Entitlements and as described in Exhibit D, as well as those which may be added or amended and incorporated into this Agreement pursuant to this Agreement.

1.34 Mitigation Monitoring Program. The plan for implementation of the Mitigation Measures as of the Effective Date and as may be referenced in the Project Entitlements and as described in Exhibit D, and as may be amended and incorporated into this Agreement pursuant to this Agreement.

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1.35 Mortgage. A contract by which a LANDOWNER as mortgagor (debtor) hypothecates or pledges real property consisting of all or a portion of the Property, or otherwise grants a security interest therein to a Lender (mortgagee), to secure performance under a promissory note or other evidence of indebtedness, and where the holder of the mortgage is granted a power of sale.

1.36 NEPA. The National Environmental Policy Act as set forth at 42 U.S.C. commencing at section 4300, the Council on Environmental Quality regulations set out in 40 CFR § 1500 et seq., applicable NEPA regulations of federal agencies, Executive Orders related to NEPA compliance, and as said Act and regulations may be amended from time to time.

1.37 Parties. The CITY and LANDOWNERS.

1.38 Person. A person, firm, association, organization, partnership, business trust, corporation or company.

1.39 Planned Unit Development. The New Brighton Planned Unit Development (PUD) as approved by the City Council on _____, and as that PUD may be amended from time to time.

1.40 Planning and Development Code. The Planning and Development Code of the City of Sacramento, which is set out in Title 17 of the City Code, and as may be amended in the future from time to time.

1.41 Procedural Ordinance. Chapter 18.16 of the City Code, which sets forth procedures for application, review, approval, implementation, amendment, recordation, compliance review, and related matters with respect to development agreements for lands outside of the North Natomas Community Plan area (which is governed by Ordinance No. 95-012).

1.42 Project. The permitted uses, location, density or intensity of use, height or size of buildings and including, without limitation, the provisions for Dedication and Reservation of land for public purposes, as set forth in the Development Plan, Project Entitlements, and Special Conditions.

1.43 Project Entitlements. The plans, ordinances, resolutions, maps, plan review, special permits, design review, preservation review, inclusionary housing plan, and permits and approvals, including certification of the Final Environmental Impact Report, Mitigation Measures, and Mitigation Monitoring Program, that have been approved by CITY for the Project based on the Development Plan as of the Effective Date, which are set out in Exhibits C and D, as well as all Subsequent Approvals. The Project Entitlements also include minor changes to the Development Plan approved pursuant to Section 2.3.4 and substantive changes to the Development Plan for which an amendment to this Agreement has been approved pursuant to Section 2.3.3.

1.44 Property. The real property owned or controlled by LANDOWNERS as described in Exhibit A.

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1.45 Protest Waiver. The agreement set forth in Exhibit E and executed by LANDOWNERS pursuant to this Agreement or in connection with the condition of any Project Entitlements.

1.46 Public Agency(ies). A city (other than CITY), county, special district, public utility, school district, regional agency formed pursuant to federal or state law, joint powers agency, municipal corporation, or a non-profit corporation formed by a public entity to provide services to or charitable benefits for the public, for which the City Council does not act as the governing board.

1.47 Public Facilities. All public infrastructure, facilities, improvements and amenities needed to serve the Project as identified in the General Plan the Development Plan, Project Entitlements, or Special Conditions; or as otherwise may be constructed or owned by, or conveyed to, CITY, City Agency or Public Agency, and may include, without limitation: (i) streets, alleys, bridges, pedestrian and bicycle paths, parking lots and freeway improvements; (ii) heavy and light rail and trolley lines, stations, and passenger facilities; (iii) bus rapid transit lanes and bus transfer facilities, turnouts and stops; (iv) surface and storm drainage improvements; (v) sanitary sewer improvements; (vi) water storage and transmission facilities; (vii) flood control improvements; (viii) solid waste facilities; (ix) electrical and gas utilities; (x) street lighting; (xi) police and fire stations; (xii) parks, plazas, open space, greenbelts, trails, and landscaping; (xiii) habitat conservation areas; (xiv) drainage retention and flood control basins; (xv) schools and educational facilities; (xvi) community centers, performing arts centers, and museums; and (xvii) publicly owned artwork. The Public Facilities to be constructed by LANDOWNERS pursuant to the Project Entitlements, Mitigation Measures and Special Conditions are summarized for the convenience of the Parties in Exhibit F.

1.48 Public Financing Mechanism. An assessment district, a community facilities district, a fee district, area of benefit district, or any similar financing mechanism imposed on real property or as a condition of development approval, excluding Development Fees.

1.49 Public Services. All services provided by CITY, City Agency and Public Agency to serve the residents and the businesses to be located on the Property, as may be identified in the General Plan, Development Plan, Project Entitlements, or Special Conditions; and may include, without limitation, the maintenance, operation or the provision of, as the context implies: (i) streets, alleys, bridges, pedestrian and bicycle paths, parking lots and freeway improvements; (ii) heavy and light rail and trolley transit services; (iii) bus transit services; (iv) surface and storm drainage improvements and pollution control services; (v) sanitary sewer improvements and pollution control services; (vi) water storage and transmission facilities and water services; (vii) flood control improvements; (viii) solid waste services; (ix) electrical and gas utilities; (x) street lighting; (xi) police and fire services; (xii) parks, plazas, open space, greenbelts, trails, and landscaping; (xiii) habitat conservation areas; (xiv) drainage retention and flood control basins; (xv) educational services; (xvi) community centers, performing arts centers, and museums; and (xvii) publicly owned artwork.

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1.50 PUD Guidelines. The New Brighton Aspen I PUD Guidelines architectural and site design standards that are applicable to development of the Property for the Project as approved by the City Council and as referenced in the Project Entitlements, which PUD Guidelines are set forth in Exhibit C, and as said PUD Guidelines may be amended as provided therein.

1.51 Reconfiguration. The adjustment of lot lines, re-subdivision, re-parcelization, reversion to acreage, creation or elimination of air rights, or other alteration of property lines through parcel or subdivision mapping, lot line adjustment, or lot merger, which may affect the description of LANDOWNERS' Property as set out in Exhibit A.

1.52 Reservation. In accordance with the provision of Government Code section 66479 et seq., the transfer of real property, or a defined interest therein, to CITY, City Agency or Public Agency, free of all encumbrances, mortgages, liens, leases, easements and other matters affecting the title except as may otherwise be expressly agreed to by CITY, City Agency or Public Agency at a purchase price set out in the Reservation Agreement, the form of which is provided as Exhibit H.

1.53 Sign Code. Chapter 15.148 of the City Code (signs) and Chapter 12.36 of the City Code (awnings and canopies), and as said chapters may be amended from time to time.

1.54 Special Conditions. Those conditions, terms and requirements specified in Exhibit J.

1.55 Special Planning District (SPD). The New Brighton Special Planning District (SPD) as approved by the City Council on ____, and as that SPD may be amended from time to time.

1.56 Subdivision Ordinance. The Subdivision Ordinance of the City of Sacramento which is set out in Title 16 of the City Code, and as said ordinance may be amended from time to time.

1.57 Subsequent Approvals. Any Ministerial or Discretionary approval or other action by CITY to implement the Development Plan after the Effective Date that is necessary or desirable to implement LANDOWNERS' Vested Rights under this Agreement, including Discretionary and Ministerial Actions, that is not set out as a Project Entitlement as described in Exhibits C and D.

1.58 Subsequent Rule. All City ordinances, resolutions, rules, regulations and official policies that are adopted after the Effective Date.

1.59 Tentative Map. The tentative subdivision map that subdivides LANDOWNERS' Property into legal parcels pursuant to the Subdivision Map Act (commencing at section 66410 of the Government Code) as approved by the City Council as part of the Project Entitlements, as more particularly described in Exhibit C.

1.60 Term. The length of this Agreement in terms of time as specified in Section 2.1, or as that time may be extended pursuant to this Agreement.

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1.61 Vested Right. A property right conferred by this Agreement, pursuant to Government Code section 65865.4, to develop the Property for the Project in accordance with the Development Plan and consistent with the General Plan, Project Entitlements, and Special Conditions that may not be cancelled or revoked by CITY after the Effective Date, except as expressly provided in this Agreement.

1.62 Zoning. The division of the City into districts, and the application of zoning regulations thereto, which include (without limitation) regulation of the type of land use, density, height or bulk of buildings (structural design), setbacks, and parking as set out in the Zoning Ordinance.

2.0 GENERAL TERMS AND CONDITIONS

2.1 Term. The Term of this Agreement shall mean and include the Initial Term plus any Extension Period, unless it is sooner cancelled by a Party for default as provided in Sections 7.6 and 7.7, or terminated for convenience or for other reasons as provided in Section 7.8.

2.1.1 Initial Term and Extensions. The Term of this Agreement shall commence on the Effective Date and may extend for specified periods thereafter based on the length of the Initial Term and each Extension Period.

2.1.1.1 Initial Term. Twenty (20) years after the Effective Date.

2.1.1.2 Extension Options. LANDOWNERS shall have the right to renew this agreement on its terms and conditions, subject to any amendments, if any, as follows:

- (a) As of the Exercise Date, LANDOWNERS shall not be in material default of this Agreement. The term “Exercise Date” shall mean the date that LANDOWNERS give written notice of their intention to extend the term of this Agreement, in accordance with the provisions of Section 9.2.
- (b) To exercise the option to extend the term of this Agreement, LANDOWNERS shall give CITY written notice of LANDOWNERS’ intention to exercise its option and notice must be given no more than 180 days prior to expiration of the initial term or any extension term, nor later than 15 days prior to the expiration of the initial term or any extension term
- (c) LANDOWNERS shall be limited to two (2) extension periods consisting of five (5) years each.

2.1.2 [This section intentionally omitted]

2.1.3 Maximum Term. Except as provided in Sections 2.1.4, 2.1.5, 2.1.6 and 9.7 with respect to moratoriums, litigation, and cancellation or modification for default, the Parties specifically intend that under no circumstances shall the Term of this Agreement extend beyond Thirty (30) years, unless this Agreement is amended in accordance with Section 2.3.

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2.1.4 Effect of Moratoriums on Term of Agreement. If a Subsequent Rule is enacted prior to the expiration of the Term of this Agreement that limits the rate of Development over time or governs the sequence of Development of the Project, and that Subsequent Rule applies to the Property as provided in Section 4.9, the Term of this Agreement shall be extended by the amount of time that the Subsequent Rule is in effect on the Property.

2.1.5 Effect of Litigation on Term of Agreement. Pursuant to Section 4.3.3, if litigation is filed under Section 4.3.3, or if a third party brings litigation as described in Section 7.1, the Term of this Agreement shall be extended by the amount of time between the date the litigation was filed and the date of the final judgment if the law, regulation or action that was the subject of the litigation had the effect of preventing or suspending Development of the Property for the Project and the final judgment allowed this Agreement to remain in full force and effect.

2.1.6 Effect of Litigation Over Cancellation or Modification for Default. Pursuant to Section 7.7.2, if LANDOWNERS institute legal proceedings to obtain judicial relief from CITY modifying or canceling this Agreement for LANDOWNERS' default, the expiration of the Term of this Agreement shall be tolled during the period of the legal proceedings if there be a judicial determination invalidating or reversing the CITY's cancellation or modification of this Agreement.

2.2 Development Timing.

2.2.1 Project Schedule. This Agreement contains no requirement that LANDOWNERS must initiate or complete Development of the Project or any phase thereof, or Development of the Property or any portion thereof, within the Term of this Agreement or within any period of time set by CITY. It is the intention of this provision that LANDOWNERS be able to develop the Property for the Project in accordance with LANDOWNERS' own schedule; provided, however, that Development of the Property is substantially consistent with the Development Plan, as evaluated in the Final Environmental Impact Report and subject to the conditions set out in the Project Entitlements and Special Conditions. Any act which is required to be completed within a specific time period under the terms and conditions of the Project Entitlements or Special Conditions shall be timely completed as provided therein, and any phasing provisions that are set out in a Subsequent Approval shall be applicable to the Project.

2.2.2 Application of Subsequent Rule Affecting Rate of Development. Except for moratoriums as addressed in Section 4.9, no Subsequent Rule which limits the rate of development over time shall be applicable to the Property or the Project. However, nothing herein shall be construed to relieve LANDOWNERS from any time conditions, phasing provisions, or schedule compliance as set out herein, or to excuse the timely completion of any act which is required to be completed within a specified time period, as set out in the Project Entitlements, Special Conditions, any other provision of this Agreement, any applicable provision in the City Code or the Land Use and Development Regulations, or any applicable Subsequent Rule.

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2.3 Amendments, Suspension or Termination of Agreement.

2.3.1 Amendments. Except as otherwise expressly provided herein, this Agreement may be amended from time to time by the mutual written consent of the Parties in accordance with the express terms of this Agreement, the provisions of Government Code section 65868, and the Procedural Ordinance. No waiver, alteration, or modification of this Agreement shall be valid unless it is made in writing and signed by the Parties.

2.3.2 Requests for Development Plan and Project Changes. The Parties acknowledge that nothing contained herein is intended to limit LANDOWNERS' right to apply to CITY for changes in the Development Plan and Project Entitlements, and amendments to the Land Use and Development Regulations, to allow for additional or different Development, or for a reduction in the level of Development, from that set out in and contemplated by this Agreement, subject to compliance with CEQA, Subsequent Rules, applicable state and City laws and regulations, and the applicable provisions of this Agreement. Nothing herein shall be construed as limiting the exercise of the discretion by CITY in reviewing and approving or denying any such application.

2.3.3 Substantive Changes Related to the Project and Project Entitlements. Substantive changes to this Agreement, the Development Plan, Project Entitlements, or Special Conditions by LANDOWNERS will necessitate an amendment to this Agreement to incorporate the revised Development Plan and the applicable changes to the terms and conditions of the Project Entitlements, Special Conditions, and related documents and agreements. A "substantive change" to this Agreement, the Development Plan, Project Entitlements, or Special Conditions is one that changes the Term of this Agreement or for which an application is made to modify any of the following: the permitted uses; density or intensity of use; height or size of buildings; provisions for reservation and dedication of land; conditions, terms, restrictions and requirements relating to subsequent discretionary actions; monetary contributions by a landowner; or any other material term or condition of this Agreement. If either Party notifies the other Party that an amendment is needed due to the proposed substantive changes to this Agreement, the Development Plan, Project Entitlements, or Special Conditions, the Parties shall meet and negotiate in good faith the terms of an amendment to this Agreement. The scope of the good faith negotiation is limited to such amendment(s) necessary to effectuate the substantive changes to the Development Plan contemplated in this Section 2.3.3, and shall not reopen other provisions of this Agreement not affected by the proposed amendment(s). The CITY may suspend or withhold a Subsequent Approval if reasonably required by the circumstances then existing at the time of the proposed change in the Development Plan, Project Entitlements, or Special Conditions until the Parties can come to an agreement on the terms of such an amendment or mutually agree to the termination of this Agreement.

2.3.4 Minor Changes. This Agreement need not be amended to allow for changes to this Agreement, the Development Plan, Project Entitlements, or Special Conditions that are not

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substantive, as described in section 2.3.3 and the Procedural Ordinance, but rather are minor in character. The Parties acknowledge that refinement and further implementation of the Development Plan may demonstrate that certain minor changes may be appropriate with respect to Project details and performance of the Parties under this Agreement, and the Parties desire to retain a certain degree of flexibility with respect to such details and performances. If and when the Parties find and mutually agree that clarifications, minor changes, or minor adjustments are necessary or appropriate, they shall effectuate such clarifications, changes or adjustments through an operating written memorandum approved by the Parties, with the City Manager acting on behalf of CITY. After execution, the operating memorandum shall be attached to this Agreement. Further minor changes as necessary from time to time may be agreed upon by the Parties by subsequent written approval of the Parties. Unless required by the Statute or the Procedural Ordinance, no operating memorandum shall require prior notice or public hearing, nor shall it constitute an amendment to or termination for convenience in whole or in part of this Agreement. Minor changes subject to this subsection 2.3.4 shall include planning director plan review amendments and special permit minor modifications.

2.3.5 Termination. This Agreement will terminate at the earlier of the date when (i) the Term expires, (ii) it is terminated for convenience as provided in this Agreement, or (iii) it is cancelled for default as provided in Sections 7.6 and 7.7.

2.4 Interests of LANDOWNERS. LANDOWNERS represent that LANDOWNERS own a legal or equitable interest in the Property and that all other Persons holding legal or equitable interests in the Property, including the Lender, if any, have executed and are bound by this Agreement.

2.5 Binding Covenants. The burdens of this Agreement shall be covenants that run with the land and shall be binding upon the owners of the Property including, without limitation, LANDOWNERS, affiliates of LANDOWNERS, Lenders, if any, and Assignees. The benefits of this Agreement shall inure to the Parties and to their Assignees subject to compliance with Section 2.6.

2.6 Assignment.

2.6.1 Right to Assign. LANDOWNERS shall have the right to freely sell, alienate, transfer, assign, lease, license and otherwise convey all or any portion of the Property and improvements thereon as part of a contemporaneous and related sale, assignment or transfer of their interests in the Property, or any portion thereof, without the consent of CITY; provided that no partial transfer shall be permitted to cause a violation of the Subdivision Map Act (Government Code § 66410 et seq.). LANDOWNERS shall notify CITY of any sale, transfer or assignment of all of LANDOWNERS' interests in all or any portion of the Property by providing written notice thereof to CITY in the manner provided in Section 9.2 not later than thirty (30) days before the effective date of such sale, transfer, or assignment. LANDOWNERS' failure to provide such notice to CITY shall not invalidate such sale, transfer, or assignment; however, any successor in interest in ownership of all or a portion of the Property shall not benefit from the

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Vested Rights conferred herein without executing and delivering to CITY an Assignment and Assumption Agreement.

2.6.2 Release. LANDOWNERS shall remain obligated to perform all terms and conditions of this Agreement unless the purchaser, transferee or Assignee delivers to CITY a fully executed Assignment and Assumption Agreement to assume all of the obligations of LANDOWNERS under this Agreement and to comply with all of the terms and conditions of this Agreement with respect to the Property, or such portion thereof sold, transferred or assigned, for Development of the Project. The form of the Assignment and Assumption Agreement shall be in substantial conformance with the form provided as Exhibit I. Upon such execution and delivery of the Assignment and Assumption Agreement, CITY shall release LANDOWNERS from all duties, liabilities and obligations under this Development Agreement with respect to the interest(s) sold, assigned or transferred only if LANDOWNERS are not in default under this Agreement as of the effective date of the Assignment.

2.6.3 Assignees. The Assignee shall be obligated and bound by the terms and conditions of this Agreement if it executes the Assignment and Assumption Agreement, and shall be the beneficiary hereof and a party hereto, only with respect to the Property, or such portion thereof, sold, assigned, or transferred to Assignee by LANDOWNERS. The Assignee shall observe and fully perform all of the duties and obligations of LANDOWNERS under this Agreement, as such duties and obligations pertain to the portion of the Property sold, assigned, or transferred. CITY shall release Assignee from all duties, liabilities and obligations under this Development Agreement of LANDOWNERS with respect to the interest(s) that are not sold, assigned or transferred to Assignee. Any such assumption agreement shall be deemed to be to the satisfaction of the City Attorney if executed substantially in form of the Assignment and Assumption Agreement attached hereto as Exhibit I and incorporated herein by this reference, or such other form as shall be proposed by LANDOWNERS and approved by the City Attorney prior to the effective date of the assignment.

2.7 Plan or Project Entitlement Amendments Involving Assignees.

2.7.1 By Assignee. If an Assignee files an application with CITY that proposes to amend the Development Plan, Project Entitlements, Special Conditions, or the Land Use and Development Regulations and such amendment could affect the Vested Rights of LANDOWNERS or of another Assignee(s), CITY shall endeavor to provide reasonable notice to LANDOWNERS and/or any other Assignee(s) before acting on such application. CITY shall not be required to obtain the prior approval of LANDOWNERS or of the other Assignee(s) to approve such application notwithstanding the terms of this Agreement or an Assumption and Assignment Agreement.

2.7.2 By LANDOWNERS. If a LANDOWNER files an application with CITY that proposes to amend the Development Plan, Project Entitlements, or the Land Use and Development Regulations and such amendment could affect the Vested Rights of an Assignee(s), CITY shall not be required to provide notice or obtain the prior approval of the Assignee(s),

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notwithstanding the terms of this Agreement or an Assumption and Assignment Agreement. CITY shall only be required to provide notice to adjacent landowners of the application pursuant to then applicable provisions of the Zoning Ordinance and City Code.

2.7.3 Approval Rights. LANDOWNERS shall be solely responsible for obtaining any prior approval rights over applications to amend the Development Plan, Project Entitlements, or the Land Use and Development Regulations by an Assignee(s), and for obtaining any waivers of LANDOWNERS' applications by an Assignee(s), at the time a LANDOWNER sells, transfers or assigns a portion of the Property to a third party which may become an Assignee to this Agreement. The provisions in this Section 2.7 shall apply to LANDOWNERS' successors in interest, to each initial Assignee(s) and its successors in interest, and to all property owners and affiliates of all or a portion of the Property during the Term of this Agreement.

2.7.4 CITY Processing. In processing an application as described in this Section 2.7, CITY shall have the sole exclusive discretion to approve or deny a Discretionary Action or a Ministerial Action after the Effective Date, subject to Section 3.2, and consistent with the terms of this Agreement.

2.7.5 Indemnity. LANDOWNERS and any Assignee(s) that files an application as described in this Section 2.7 shall defend and indemnify CITY in any third-party action claiming that CITY has violated LANDOWNERS' and/or an Assignee(s)'s Vested Right under this Agreement in approving such application, in accordance with the provisions of Section 7.1; provided, however, that the indemnity provided in this Section 2.7.5 shall not extend to claims that are caused by the gross negligence or willful misconduct of CITY.

2.8 Annexation. If the obligations and commitments of the Parties set forth in this Agreement are contingent upon the annexation of all or a portion of the Property into the jurisdictional limits of the City, CITY shall cooperate with the Sacramento County Local Agency Formation Commission in expediting the annexation process so as to facilitate annexation of the Property as soon as feasible following the Effective Date. The terms and obligations of this Agreement shall become effective as to the Property being annexed as of the date of annexation.

3.0 VESTED DEVELOPMENT RIGHTS

3.1 Entitlement to Develop Project. Subject to the express terms, conditions, reservations, and exclusions as set out in this Agreement, CITY hereby grants to LANDOWNERS Vested Rights to develop the Property for the Project in accordance with the terms and conditions set out in the Development Plan, Project Entitlements, and Special Conditions, and in accordance with the Land Use and Development Regulations. The General Plan shall control in regards to any conflicts between LANDOWNERS' Vested Rights and the Land Use and Development Regulations. In Development of the Property for the Project, LANDOWNERS shall not be subject to compliance with any Subsequent Rule except as expressly set forth in this Agreement. The Development Plan, Project Entitlements, Special Conditions, and Vested Rights, which

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authorize and limit Development of the Property for the Project in accordance with their respective terms, are intended to be construed in harmony with each other.

3.1.1 Compliance with Project Entitlements. The Parties acknowledge that the Subsequent Approvals will be consistent with and apply the terms and conditions of the Development Plan, Project Entitlements (including the Design Guidelines and Mitigation Measures), and Special Conditions. In addition, the location, size and type of land uses in the Development Plan may be conditioned or restricted as permitted under the Land Use and Development Regulations and as otherwise provided herein. Nothing contained in this Agreement is intended or may be construed as an assurance or representation by CITY to LANDOWNERS that the Development Plan can be fully implemented within the Term of this Agreement or that LANDOWNERS will be able to fully exercise their Vested Rights.

3.1.2 Development Inconsistent with Development Plan. If LANDOWNERS submit an application to CITY for Development that differs from the Development Plan, Project Entitlements (including the Design Guidelines, and Mitigation Measures), and Special Conditions, but that does not require an amendment to this Agreement as provided in Section 2.3.4, then LANDOWNERS' Vested Rights under this Agreement will be adjusted to include the modifications upon approval of the application by CITY. Such adjustment in the Vested Rights shall be considered and implemented as a minor change under Section 2.3.4 of this Agreement. If an application proposes or requires a substantive change to the Development Plan, Project Entitlements (including the Design Guidelines and Mitigation Measures), Special Conditions, or Land Use and Development Regulations under Section 2.3.3, then the right to develop the Property in accordance with the terms and conditions of that application, if approved, will not be vested under this Agreement unless and until this Agreement is amended to incorporate the approval pursuant to Section 2.3.3.

3.2 Subsequent Approvals.

3.2.1 Scope. Development of the Property for the Project is subject to all required Discretionary Actions and Ministerial Actions that have not otherwise been approved by CITY or City Agency prior to the Effective Date. Subsequent Approval(s) would include, without limitation, approval of tentative and final parcel and subdivision maps, additional tentative subdivision maps to further subdivide a parcel, special permits, variances, plan review, design review, preservation review, and grading permits and Building Permits required for Development of the Project and consistent with the Development Plan. Upon approval by CITY, LANDOWNERS' Vested Rights under this Agreement shall be deemed to include the Subsequent Approval(s).

3.2.2 Processing. Nothing contained in this Agreement shall preclude CITY from its right and responsibility to review applications for entitlements submitted by a LANDOWNER in accordance with its normal and usual procedures and practices, as they may exist at the time the application is accepted as complete, or is otherwise deemed complete by operation of law. CITY shall not unreasonably deny, delay or condition any Subsequent Approval required for

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Development of the Project that is necessary or desirable to the exercise of LANDOWNERS' Vested Rights under this Agreement as long as the application is in compliance with the Development Plan, Project Entitlements, Special Conditions, and the Land Use and Development Regulations.

3.2.3 Conditions. In reviewing and approving applications for Subsequent Approvals that are Discretionary Actions, CITY may exercise its independent judgment and may impose terms, conditions, restrictions, and requirements (collectively "Conditions") as follows:

3.2.3.1 CITY may impose Conditions that are consistent with this Agreement and the policies, goals, standards and objectives of the Development Plan, Project Entitlements, Special Conditions, and Land Use and Development Regulations as may be necessary to comply with all applicable legal requirements and policies of CITY pertaining to such Discretionary Actions.

3.2.3.2 CITY may impose Conditions that are inconsistent with the provisions of this Agreement, if: (i) CITY and LANDOWNERS mutually agree to the inconsistent Conditions, or (ii) the Subsequent Approval is subject to compliance with a Subsequent Rule as provided in this Agreement, or (iii) the Conditions are imposed as a mitigation measure for compliance with CEQA, NEPA or a related environmental statute as described in Section 4.1, or (iv) additional Public Facilities are necessary to serve the Development of the Property as proposed in a LANDOWNER's entitlement application or changes in the location or size of Public Facilities is required as described in Section 4.8.

3.2.4 Additional Discretionary Actions. CITY shall not apply any Subsequent Rule that creates a requirement for any new or additional Subsequent Approvals for the Project, other than additional Ministerial Actions, except as provided in Sections 3.3. and 4.0.

3.3 Subsequent Rules.

3.3.1 Limitation on Application of Subsequent Rules.

3.3.1.1 Subject to Section 4.0 and except as otherwise set forth in this Agreement, during the Term of this Agreement, CITY shall not apply any Subsequent Rule as a term, condition, restriction or requirement of a Subsequent Approval if it would conflict with or impede the Vested Rights of LANDOWNERS as set out in this Agreement without LANDOWNERS' express written consent. The terms "conflict" and "impede" would include, without limitation, Subsequent Rules that would directly or indirectly modify the Project Entitlements or would substantially increase the cost of Development in order to comply with the Subsequent Rule. Application of a Subsequent Rule relating to new or increases in Development Fees and Assessments are addressed in Section 4.0.

3.3.1.2 To the extent that any Subsequent Rule which is applicable to the Property or the Project is not in conflict with or does not impede the Vested Rights of LANDOWNERS as set out in this Agreement, or is otherwise made applicable by other provisions of this Agreement,

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such Subsequent Rule shall be applicable to Development of the Property.

3.3.2 No General Limitation on Future Exercise of Police Power. The CITY retains its right to exercise its broad and general police powers and to apply such powers within the Property, except when such exercise would expressly conflict with or impair a Vested Right granted to LANDOWNERS under this Agreement, as provided in Section 3.3.1.

3.3.3 No Limit on Power of CITY to Adopt Subsequent Rule. Notwithstanding anything contained herein to the contrary, this Agreement does not limit the power and right of the CITY to amend, repeal, suspend, or otherwise modify the Land Use and Development Regulations, or to adopt and amend from time to time other ordinances, resolutions, rules, and procedures governing development within the City, provision and financing of Public Facilities or Public Services, and any other matters that may be related to or affect Development of the Project on the Property or the subject matter of this Agreement; however, such Subsequent Rule shall only apply to the Property or the Project as provided in Sections 3.3 and 4.0 or as otherwise provided in this Agreement.

3.3.4 Beneficial Changes. To the extent that any Subsequent Rules would benefit LANDOWNERS and LANDOWNERS desire that the Land Use and Development Regulations as amended should be applicable to Subsequent Approvals, LANDOWNERS shall notify CITY in writing of its desire to be subject to the amended Land Use and Development Regulations, and the Parties shall mutually agree to amend this Agreement in accordance with Section 2.3 if needed.

4.0 EXCLUSIONS FROM VESTED RIGHTS

4.1 Environmental Compliance.

4.1.1 CEQA Compliance. The CITY prepared and certified the Final Environmental Impact Report for the Project and imposed certain Mitigation Measures in compliance with CEQA for approval of the Development Plan and Project Entitlements. CITY and LANDOWNERS shall comply with and perform the Mitigation Measures when and where applicable to each Party as specified in the Mitigation Monitoring Program. Because this Agreement and the Mitigation Measures are intended to mitigate all significant environmental impacts of the Project which can feasibly be mitigated, CITY shall not impose any additional mitigation measures as a condition of any Subsequent Approval, except mitigation measures that CITY determines it is required to impose under CEQA for the approval or certification of any mitigated negative declarations or subsequent or supplemental environmental impact reports that are required to be approved or certified under CEQA prior to taking action on such Subsequent Approval. Nothing contained in this Agreement limits the CITY's ability to comply with CEQA, the CEQA Guidelines, and the CITY's CEQA procedures, and as they may be amended from time to time.

4.1.2 NEPA Compliance. If the scope of the Project includes Public Facilities that are to be funded in part with federal funds or requires approval of a federal agency, the CITY shall comply with the National Environmental Policy Act (NEPA), the Council on Environmental

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Quality regulations, and other related federal environmental statutes and regulations. If the environmental reports required for compliance with NEPA have not been completed prior to the Effective Date, the CITY may impose additional mitigation measures as a condition of any Subsequent Approval as CITY is required to impose for compliance with NEPA and other related federal environmental statutes and regulations that are set out as conditions of, or the basis for, approval of a categorical exclusion, environmental assessment, environmental impact statement, or permit by the applicable federal agency for construction of Public Facilities undertaken by CITY or LANDOWNERS located within the Property or required for Development of the Project.

4.2 Retained Right to Discretionary Design Review. Notwithstanding anything contained herein to the contrary, this Agreement does not limit CITY's Discretionary Actions regarding design review of all buildings and structures proposed to be developed on the Property in accordance with the Land Use and Development Regulations, Project Entitlements and PUD Guidelines. In conducting any design review, CITY will apply the PUD Guidelines and, where the PUD Guidelines do not apply, the City Guidelines. CITY shall exercise its review in such a manner that does not reduce the square footage or the floor area ratio for the subject site as otherwise allowed under the PUD Guidelines, City Guidelines or other Project Entitlements and the Land Use and Development Regulations. CITY retains the right to reasonably modify or amend the City Guidelines, though they shall only apply to the Project to the extent as such amendments are consistent with the Project Entitlements, Development Plan, and Land Use and Development Regulations and do not conflict with or impede LANDOWNERS' Vested Rights.

4.3 Changes Mandated by Other Agencies.

4.3.1 Amendment or Suspension of Agreement. Nothing in this Agreement shall preclude the application to the Property of a Subsequent Rule if the terms and conditions set out in a Subsequent Rule are specifically mandated by changes in state or federal laws or regulations or by action of a Public Agency after the Effective Date. If state or federal laws or regulations or an action by a Public Agency either (i) prevents or precludes LANDOWNERS' or CITY's compliance with one or more provisions of this Agreement, or (ii) requires changes in the Development Plan, Project Entitlements, Special Conditions, or Subsequent Approvals, the Parties shall meet and confer in good faith to determine whether the laws, regulations, or actions apply to the Property and/or the Project and whether suitable amendments to this Agreement can be made to maintain LANDOWNERS' Vested Rights and the CITY and LANDOWNERS obligations as set out in this Agreement. If the Parties are unable to agree on the terms of an amendment to this Agreement to comply with such laws, regulations, and actions, the Parties shall consider whether suspension of the applicable provision(s) of this Agreement is appropriate, and if so, the terms and conditions of such suspension. If the Parties are unable to agree on the terms of an amendment or suspension with respect to the applicable provision(s) of this Agreement, any Party shall have the right to terminate this Agreement for its convenience in whole or in part by complying with the noticing procedures set out in Section 9.2.

4.3.2 No Liability of CITY. To the extent that any actions of federal or state agencies, actions of Public Agencies, or actions of CITY required by federal or state agencies or Public

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Agencies, and taken in good faith to prevent adverse impacts upon CITY by state or federal agencies or Public Agencies, have the effect of preventing, delaying, or modifying Development of the Property for the Project, CITY shall not in any manner be liable to LANDOWNERS for such prevention, delay or modification. Such actions may include, without limitation: (i) flood plain or wetlands designations, (ii) the imposition of air quality measures or sanctions, (iii) the imposition of traffic congestion or travel restriction measures, and (iv) the imposition of new or additional restrictions related to environmental contamination of the Property, regardless as to whether such conditions were known or unknown as of the Effective Date. CITY's actions to comply with such federal or state laws and regulations or actions of Public Agencies shall not be arbitrary or capricious. Nothing contained herein shall be construed as precluding CITY's contractual defenses of impossibility of performance or frustration of purpose to the extent recognized by California law.

4.3.3 Reserved Right to Contest Laws, Regulations and Actions. CITY and/or LANDOWNERS shall have the right to institute litigation challenging the validity of the laws, regulations or actions of federal and state agencies and Public Agencies as described in Section 4.3.1. If such litigation is filed, this Agreement shall remain in full force and effect until a final judgment affecting this Agreement's force and effect is issued; provided, however, that if any action that CITY would take in furtherance of this Agreement would be rendered invalid, facially or otherwise, by the contested law, regulation, or action, CITY shall not be required to undertake such action until the litigation is resolved or the law, regulation, or action is otherwise determined invalid, inapplicable, or is repealed. If the final judgment invalidates the law, regulation, or action, or determines that it does not affect the validity of this Agreement or the obligations of the Parties as set out in this Agreement, this Agreement shall remain in full force and effect. The Term of this Agreement shall be extended by the amount of time between the date when the litigation was filed and the date of the final judgment if the law, regulation, or action had the effect of preventing or suspending Development of the Property for the Project and the final judgment allowed this Agreement to remain in full force and effect.

4.4 Building Codes.

4.4.1 No Limit on Right of CITY Regarding Uniform Codes or Standards and Local Amendments. Notwithstanding anything in this Agreement to the contrary, this Agreement does not limit the right of CITY to adopt building, plumbing, electrical, fire, and similar uniform codes, and Public Facilities standards and specifications, or to adopt modifications of and local amendments to those uniform codes and standards and specifications, from time to time, and to require development of the Property and the Project to comply with those uniform codes and standards and specifications in effect at the time of plan review or Building Permit issuance for the Project, regardless as to whether the plans and Building Permits are requested for the Project Entitlements or for Subsequent Approvals.

4.5 No Effect on Right to Tax, Assess, or Levy Fees or Charges. Notwithstanding anything in this Agreement to the contrary, this Agreement does not limit the power and right of the CITY to impose new or increases in existing taxes or assessments on, or to require payment of application, processing, inspection, or building permit fees and related charges by, LANDOWNERS or any other entity or owner of property in the City. All applications by LANDOWNERS for CITY approvals, permits and entitlements shall be subject to the

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application fees, processing fees, inspection fees and other similar fees within the control of the CITY that are in force and effect as of the date that the application or other request for approval is filed.

4.6 Development Fees. Except as provided in Exhibit J, LANDOWNERS shall be subject to the imposition of any new or increased development impact fees (Government Code § 66000 et seq.) or other fee, as defined in Section 1.21 as Development Fees, pursuant to the nexus study that is prepared to implement the new or increased development impact fee or program, as such nexus study may be amended from time to time.

4.7 Health and Safety and Supervening Laws. Notwithstanding the provisions in Section 3.3.1, during the Term of this Agreement the CITY may adopt and apply a Subsequent Rule to Subsequent Approvals if: (i) CITY upon notice and hearing, in the reasonable exercise of its discretion and based upon findings of fact and determinations of law, certifies to LANDOWNERS that application of a Subsequent Rule is necessary to protect persons or property from a condition which could create a serious risk to the health or safety of the public in general or to residents or employees who are occupying or will occupy the Property; or (ii) such Subsequent Rule is mandated or required by supervening federal, state, or Public Agency law, regulation or action enacted prior to or after the Effective Date. The foregoing two options include, without limitation, any flood control restrictions or requirements that may be adopted on a city-wide or lesser basis that encompasses the Property.

4.8 Changes in Location or Size of Public Facilities. If at the time of the required Dedication or Reservation of land to CITY, City Agency, or Public Agency for Public Facilities as specified in this Agreement, the location or the quantity of land required for the Public Facilities has changed from that depicted or specified in this Agreement, the Development Plan, the Project Entitlements, or the Special Conditions to such a significant degree or extent that could not reasonably have been anticipated as of the Effective Date such that the location or quantity is inconsistent with this Agreement, the Development Plan, the Project Entitlements, or the Special Conditions, the Parties shall meet and negotiate and in good faith endeavor to reach agreement on any amendments to this Agreement needed to allow Development of the Property for the Project in a reasonable manner, taking into account the changes in Public Facilities needed to serve the Project that arose after the Effective Date. If agreement is reached between the Parties, the procedures specified in Section 2.3 shall apply to amend this Agreement. If agreement is not reached, any Party shall have the right to terminate this Agreement for its convenience in whole or in part by providing notice as specified in Section 9.2.

4.9 Suspension of Development. No Subsequent Rule enacted prior to the expiration of the Term of this Agreement which purports to limit the rate of Development over time or to govern the sequence of Development of the Project shall apply to the Property, except when the CITY enacts a moratorium pursuant to a declaration of a local emergency or a state of emergency which suspends development rights, the moratorium encompasses the Property or the Project, and the basis for enactment of the moratorium complies with the provisions of Section 4.7.

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5.0 CITY'S OBLIGATIONS AND COMMITMENTS

5.1 CITY's Good Faith in Processing. Subject to the provisions of this Agreement and LANDOWNERS' compliance with each and every term and condition herein, CITY agrees that it will accept in good faith for processing, review, and Discretionary or Ministerial Action, all complete applications for tentative parcel maps, zoning, planned unit development designation, planned unit development guidelines, schematic plans, parcel maps, subdivision maps, special permits, variances, design review, preservation review, Building Permits, or other entitlements for Development of the Property for the Project in accordance with the Development Plan, Project Entitlements, Special Conditions, Land Use and Development Regulations, and the terms of this Agreement. CITY shall inform the LANDOWNERS, upon request, of the necessary submission requirements for each application for a permit or other entitlement for Development and shall review said application and shall schedule the application for review and Discretionary Action by the appropriate CITY board, commission or City Council or for Ministerial Action by CITY staff.

5.2 Allocation Procedures for Uses, Units, and Building Sizes. CITY procedures and approvals for allocating the land uses, housing unit numbers and types, and densities and building square footages approved for the Project among the various parcels of land and portions thereof comprising the Property shall be in conformance with the Development Plan, Project Entitlements, and Special Conditions. Unless otherwise specified in the Development Plan, Project Entitlements, and Special Conditions, the allocation of nonresidential square footages and housing units shall be as identified in Subsequent Approvals for the Project. The appropriate entitlement to address the allocation of building square footage and housing units shall be determined by CITY. Allocations for residential development by type of housing unit and density shall be determined in the subdivision mapping process, unless CITY determines that some other method is appropriate under the circumstances.

5.3 Extension of Entitlements. All subdivision tentative maps, special permits, or any other land use entitlements of potentially limited duration previously, contemporaneously, or subsequently approved for the Property subject to this Agreement, as set out in the Development Plan, Project Entitlements, and Subsequent Approvals, shall be valid for a minimum term equal to the then remaining Term of this Agreement (including the Initial Term and any Extension Period resulting from exercise by LANDOWNERS of the options provided for in Section 2.1), or for the period stated in the Zoning Ordinance as it reads on the date of approval of the entitlement, whichever is longer, but in no event for a longer period than the maximum period of time permitted by the Subdivision Map Act (Government Code § 66410 et seq.) or Government Code for such land use entitlements. The provisions of Section 8.5 relating to estoppel certificates shall apply to any request made by LANDOWNERS to CITY with respect to the life of any entitlement covered by this Section 5.3. Nothing in this Section 5.3 shall be construed, or operate, to extend the Term of this Agreement.

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5.4 Reconfiguration of Parcels. LANDOWNERS shall have the right to file applications with CITY for subdivision, lot line adjustment, lot mergers, or for master parcelization of all or part of the Property, for the purpose of Reconfiguration of the Property. Such applications shall be processed and Discretionary Action taken in accordance with the provisions of this Agreement. Where Reconfiguration requires a special permit, variance, planned unit development designation, or other entitlement applicable to the Property or portion thereof which is subject to the application, CITY reserves the right to require such entitlements as a condition of approving the application. CITY shall process such Subsequent Approvals in a manner consistent with the Development Plan and Project Entitlements as provided in Section 3.2.

5.5 Public Facilities Financing Proceedings.

5.5.1 Proceedings Initiated by LANDOWNERS. If LANDOWNERS desire to initiate proceedings for the formation of a Public Financing Mechanism to fund the construction of Public Facilities required to be funded or constructed by LANDOWNERS pursuant to the conditions of approval of the Project Entitlements or Special Conditions, LANDOWNERS shall file an application with CITY for that purpose in accordance with the Assessment District Policy Manual, as same may be amended from time to time, or such other policy document as may after the Effective Date be adopted by the City Council as a substitute therefor. CITY agrees to diligently process any such application, provided that such application: (i) is complete and is accompanied by payment of City fees applicable on the date of filing of the application; (ii) otherwise complies with the City Code as it exists on the date of the application, including but not limited to the Assessment District Policy Manual; (iii) is consistent with City policies and procedures; (iv) provides for a property value to lien ratio and other financial terms that are reasonably acceptable to CITY; (v) provides for all funding requirements established by CITY for the purpose of payment of the costs of outside consultants needed, in CITY's sole discretion, to establish the Public Financing Mechanism; and (vi) provides that the specific consultants (e.g., bond counsel, financial advisors, underwriters, or other consultants as may be necessary under the circumstances) shall be selected by CITY in its sole discretion.

5.5.2 Alternative Financing Methods. Notwithstanding any other provision of this Agreement to the contrary, CITY agrees that upon request made by LANDOWNERS, CITY will consider making exceptions to the Assessment District Policy Manual to allow for alternative methods of financing Public Facilities; provided, however, that CITY reserves its discretion to condition use of any such alternatives on satisfaction of performance preconditions and to consider underwriting considerations and criteria. Further, CITY may in its reasonable discretion deny any such request upon grounds, including, without limitation, consistency of application of its policies and the potential for establishing negative precedent.

5.5.3 Maintenance Districts. LANDOWNERS may, following the procedures specified in Section 5.5.1, request that CITY establish one or more maintenance districts for the purpose of financing the maintenance of landscaping, lighting, or other Public Facilities,

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whereunder lands benefiting from the Public Facilities and their maintenance are assessed for a proportionate share of the maintenance cost.

5.6 Annual Review. In accordance with Government Code § 65865.1 and the Procedural Ordinance, CITY shall annually during the Term review the extent of good faith compliance by LANDOWNERS with the terms of this Agreement. Failure of CITY to conduct the Annual Review shall not constitute a waiver by CITY or LANDOWNERS of the right to conduct future Annual Review or to otherwise enforce the provisions of this Agreement, nor shall a Party have or assert any defense to such enforcement by reason of any such failure. The failure of CITY to undertake such review, shall not, in itself, invalidate the terms of this Agreement or excuse any party hereto from performing its obligations under this Agreement. The Annual Review shall be limited in scope to compliance with the terms and conditions of this Agreement.

5.6.1 Proceedings. The procedures specified in the Procedural Ordinance for conduct of the Annual Review by the City Manager and City Council shall apply to each Annual Review of this Agreement. At least ten (10) days prior to the commencement of any Annual Review by the City Council, CITY shall deliver to LANDOWNERS a copy of any public staff reports and other documents to be used or relied upon in conducting the review. LANDOWNERS shall be permitted an opportunity to respond to CITY's evaluation of LANDOWNERS' performance by written and oral testimony at the public hearing to be held before the City Council, if LANDOWNERS so elects. At the conclusion of the Annual Review, CITY shall make written findings and determinations on the basis of substantial evidence, as to whether or not LANDOWNERS or their successors and any Assignees have complied in good faith with the terms and conditions of this Agreement.

5.6.2 Failure of Compliance. Any determination by the City Council of LANDOWNERS' failure to comply with the terms and conditions of this Agreement shall be a default subject to the notice requirements and cure periods set forth in Section 7.6.

6.0 LANDOWNERS' OBLIGATIONS AND COMMITMENTS

6.1 Project Entitlements and Special Conditions. LANDOWNERS shall be obligated to comply with the terms and conditions set out in the Project Entitlements and Special Conditions for Development of the Property for the Project, and with the terms and conditions of this Agreement. When required to obtain a Subsequent Approval, LANDOWNERS shall execute a mitigation monitoring agreement and such other agreements as may be necessary in CITY's judgment to implement any Mitigation Measure and the Mitigation Monitoring Program or to comply with other terms of this Agreement, and shall fully cooperate with CITY in implementing the Mitigation Measures and Mitigation Monitoring Program and the terms of such other agreements.

6.2 LANDOWNERS' Waivers. LANDOWNERS hereby agree to the provisions of the Protest Waiver, which is a comprehensive waiver of protest rights with respect to CITY's establishment and implementation of Public Financing Mechanisms and Development Fees, and

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in levying assessments and taxes pursuant thereto, and CITY's actions in implementing the Project Entitlements and Special Conditions. As set forth in the Protest Waiver, LANDOWNERS reserve the right to protest the actual amount of any fee, assessment, or tax levy, or other CITY charge imposed on or allocated to the Property pursuant to the Project Entitlements, Special Conditions, or this Agreement. The Protest Waiver shall be binding on LANDOWNERS by LANDOWNERS' execution of this Agreement if LANDOWNERS fail to separately execute the Protest Waiver provided as Exhibit E.

6.3 Public Facilities Construction by LANDOWNERS. When required by the conditions of approval of the Development Plan, Project Entitlements, Special Conditions, and/or Subsequent Approvals, or by any applicable reimbursement agreements, and in accordance with CITY specifications and standards in effect as of the date of construction, LANDOWNERS shall diligently construct the specified Public Facilities required for Development of the Property for the Project substantially consistent with the Development Plan.

6.4 Park and Open Space Development. At the time of filing final subdivision map(s), CITY may require LANDOWNERS to develop some or all of the parks and open spaces located within that final map, as provided in the Special Conditions or as may be specified in the Tentative Map conditions, under the terms of CITY's standard form Park Credit/Reimbursement Agreement. LANDOWNERS shall receive credit for the cost of developing those parks and open spaces as provided in City Code Chapter 18.44.

6.5 Levies Imposed by Public Agencies. LANDOWNERS shall be responsible for: (i) all fees (including Development Fees), charges, assessments, special taxes, and levies of any sort imposed by any federal, state or Public Agency in the future as a charge for financing of Public Facilities and Public Services for the Project and for Mitigation Measures imposed for the purpose of mitigation of environmental impacts associated with the provision of the Public Facilities or Public Services; (ii) all special benefit assessments, special taxes, and levies of any sort associated with construction of or maintenance of Public Facilities, where the Property is located within a district formed for that purpose by any federal, state, or Public Agency; and (iii) ad valorem real estate taxes and utility fees and taxes. If any of the fees, charges, assessments, special taxes, or levies covered by this Section 6.5 are imposed and/or collected by or with the assistance of CITY, LANDOWNERS shall nevertheless be responsible therefor. Failure to pay such fees, charges, assessments, taxes, or levies when due shall be a default under this Agreement. However, nothing in this Agreement shall be construed to limit LANDOWNERS' right to protest, in accordance with applicable provisions of law, the formation of any assessment district, the amount of any assessment levied by or on behalf of such district on the Property or any portion thereof, or the nature and amount of any tax, fee, assessment, or charge imposed, except as provided in Section 6.2.

6.6 Local, State and Federal Laws. LANDOWNERS shall assure that the construction of the Project is carried out in conformity with all applicable federal and state laws and regulations, and the laws and regulations of Public Agencies which have jurisdiction over Development of

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the Property. Before commencement of Development of the Property, including, without limitation, grading of land or construction of any buildings, structures, or other works of improvement upon the Property, LANDOWNERS shall at their own expense secure any and all certifications and permits which may be required by any federal or state agency or a Public Agency having jurisdiction over such development. LANDOWNERS shall permit only persons or entities that are duly licensed in the State of California, County of Sacramento, and City of Sacramento, as applicable, to perform grading, development, or construction work on the Property for Development of the Project.

6.7 Transfer of Land. As set forth in the Development Plan, Project Entitlements, and Special Conditions, LANDOWNERS have agreed to transfer lands by Dedication or Reservation that are needed for Public Facilities to CITY, City Agency, or Public Agency as specified or appropriate. LANDOWNERS shall transfer the land required to be transferred by Dedication to CITY, City Agency, or Public Agency utilizing the Irrevocable Offer of Dedication agreement form provided as Exhibit G or by placing a Dedication or an Irrevocable Offer of Dedication, as directed by CITY, on a final subdivision or parcel map in accordance with Government Code §§ 66439 and 66447. LANDOWNERS shall transfer the land required to be transferred by Reservation to CITY or to a Public Agency utilizing the Reservation form provided as Exhibit H and in accordance with Government Code section 66480. LANDOWNERS shall transfer the land required to be transferred by Dedication or by Reservation at such time as is either: (i) required pursuant to a condition or term of any entitlement for use or Development of the Property; or (ii) requested by CITY, City Agency or Public Agency where LANDOWNERS have not applied for an entitlement for use or Development of the Property, but the land is needed, in CITY's, City Agency's and/or Public Agency's sole discretion, for purposes of construction and improvement of Public Facilities. CITY shall accept such transfers of land by Dedication or Reservation, as provided therein.

6.8 Allocation Dispute Resolution. Where a dispute exists between LANDOWNERS, Assignee, and/or any successor or successors in interest with respect to any matter involving the CITY's allocation of the land uses, housing units, densities and building square footages for or on the Property in compliance with the Development Plan and Project Entitlements as set out in Section 5.2, such dispute shall be resolved by arbitration, utilizing the commercial arbitration procedures of the American Arbitration Association, or some other alternative dispute resolution procedure mutually agreed upon by the parties involved in the dispute. In no case shall CITY, City Agency, Public Agency, and their respective elective and appointive members of boards, commissions, officers, agents and employees be a party to such dispute or to the dispute resolution procedures. All of the provisions of this Agreement relating to LANDOWNERS' obligation to defend and indemnify CITY and payment of CITY costs shall apply to all disputes relating directly or indirectly to such allocation.

6.9 Annual Report. LANDOWNERS shall annually, within thirty (30) days after each anniversary of the Effective Date, submit to the City Manager a brief written report on the progress of Development of the Property for the Project as authorized under this Agreement

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during the prior twelve (12) month period. The annual report shall include, at a minimum, (i) the additional square footage of commercial and office development and the number of housing units constructed or under construction, (ii) the Public Facilities constructed or under construction by LANDOWNERS, and (iii) the land Dedications and Reservations conveyed to CITY, City Agency, or Public Agency. The CITY will review the annual report in accordance with Section 5.6. LANDOWNERS shall pay a processing fee for each annual review in the amount established by resolution of the City Council.

6.10 Indemnification. LANDOWNERS agree to defend and indemnify CITY, City Agency, Public Agency and their respective elective and appointive members of boards, commissions, officers, agents and employees against any liability for damage or claims for damage for personal injury, including death, or property damage, arising out of or relating in any way to actions or activities to Develop the Property, whether undertaken by LANDOWNERS or LANDOWNERS' affiliates, contractors, subcontractors, agents or employees. Said indemnification pursuant to this Section 6.10 shall not extend to claims that are based on an indemnified Party's gross negligence or willful misconduct.

6.11 Reimbursement for Agreement Costs. LANDOWNERS agree to reimburse the CITY for reasonable and actual expenses incurred by CITY that relate directly to CITY's review, consideration, and execution of this Agreement. Such expenses include, without limitation, recording fees, ordinance publishing fees, any special meeting and notice costs, and staff time, including preparation or staff reports relating to approval of this Agreement and the Adopting Ordinance, and preparation and review of this Agreement and any changes requested by LANDOWNERS or by the City Attorney's Office. The cost for the preparation, processing and review of this Agreement by the City Attorney's Office is \$140.00 per hour. Such expenses shall be paid by LANDOWNERS within thirty (30) days of receipt of a detailed written statement of such expenses.

6.12 Inclusionary Housing Requirements. LANDOWNERS have filed an Inclusionary Housing Plan, which has been approved as part of the Project Entitlements. The Inclusionary Housing Plan specifies that an Inclusionary Housing Agreement is to be recorded against all or a portion of the Property to secure compliance with these conditions. LANDOWNERS shall implement the Inclusionary Housing Plan and execute and comply with the terms of the Inclusionary Housing Agreement. However, in the event that the City adopts a new Inclusionary Housing Ordinance prior to the recording of a final residential subdivision map, LANDOWNERS, at their discretion, may select to comply with the new Inclusionary Housing Ordinance terms in place of the Inclusionary Housing Plan for that final subdivision map.

7.0 LITIGATION, DEFAULT, AND TERMINATION

7.1 Litigation by Others.

7.1.1 Third Party Challenge to Agreement or Entitlements. The Parties agree to cooperate in good faith in the defense of any litigation (which shall include any and all claims,

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actions, or other proceedings of any kind) instituted by a third party challenging the validity of any portion of this Agreement, or its application or effectiveness, at any time during its Term, including without limitation (i) any litigation by a third party challenging the proceedings taken for its approval (including the CEQA requirements), (ii) any litigation by a third party challenging the validity of any of the Project Entitlements (including CEQA challenges), (iii) any litigation by a third party to enforce the application of a voter approved initiative to Development of the Property for the Project, or (iv) any litigation by a third party challenging any other act undertaken by the Parties in furtherance of this Agreement or its terms, including without limitation Subsequent Approvals.

7.1.2 Defense, Indemnity, and Release. In all such litigation, the following shall apply:

7.1.2.1 CITY will promptly notify LANDOWNERS of any litigation filed and served on CITY arising out of, concerning, or in any way connected to this Agreement or the Project, or any portion of either. The CITY may, in its sole discretion, either defend such litigation or tender its defense to LANDOWNERS.

7.1.2.2 If CITY determines to defend the litigation itself, LANDOWNERS shall be entitled, subject to court approval, to join in or intervene in the action on their own behalf, or to advocate in favor of validity of this Agreement or any challenged entitlement. In such a case, each Party shall bear its own attorney fees and costs.

7.1.2.3 If CITY determines to tender the defense of the litigation to LANDOWNERS, CITY shall promptly notify LANDOWNERS of its determination. LANDOWNERS shall, upon such notice from CITY, at LANDOWNERS' expense, defend, indemnify, and hold harmless CITY, its officers, employees, and agents, and each and every one of them, from and against the litigation, including the issuance of or the refusal to issue any permits prior to or during the pendency of the action. LANDOWNERS' obligation to indemnify and hold harmless shall include all damages, costs of suit, fees (including attorney's fees awarded under Code of Civil Procedure section 1021.5 or otherwise), and expenses of every type and description, including the cost of preparing the administrative record, fees, and/or costs reasonably incurred by CITY for its staff attorneys or outside attorneys, and any fees and expenses incurred in enforcing this provision, where such damages, costs of suit, fees, and expenses are claimed by or awarded to any party against CITY or otherwise incurred by the CITY. CITY shall have the right to approve the legal counsel providing the CITY's defense under this Section 7.1.2, which approval shall not be unreasonably withheld. If a conflict of interest arises between CITY and LANDOWNERS in the joint defense of the action, then, in CITY's sole discretion, LANDOWNERS shall provide CITY separate legal counsel acceptable to CITY at LANDOWNERS' reasonable expense, or CITY shall retain its own counsel at CITY's expense. LANDOWNERS shall have the right to settle such litigation without CITY's consent thereto, provided LANDOWNERS accept the defense and obligation without reservation, and that such settlement does not obligate CITY to make any payment or perform any obligation, or otherwise prejudice CITY, as determined by CITY in its sole discretion.

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LANDOWNERS shall bear all attorney fees and costs associated with such defense from and after the date of the tender. However, CITY may at any time after the tender elect to assume representation of itself; in that event, from and after the date CITY gives notice of its election to do so, CITY shall be responsible for its own attorney fees and costs incurred thereafter.

7.1.2.4 With respect to approvals and entitlements governed by the Subdivision Map Act, California Government Code section 66410 et seq., the obligations under this Agreement shall be construed to be consistent with and shall apply to the extent permitted under California Government Code section 66474.9. In these cases, if CITY should fail to promptly notify LANDOWNERS of the litigation or cooperate fully in the defense, LANDOWNERS shall not thereafter be responsible to defend, indemnify, and hold harmless the City or its agents, officers, and employees to the extent California Government Code section 66474.9 applies. LANDOWNERS shall not be required to pay or perform any settlement of such claim, action, or proceeding unless the settlement is approved in writing by LANDOWNERS.

7.1.2.5 LANDOWNERS unconditionally and forever release and discharge CITY, its officers, employees, and agents, and each and every one of them, from all liabilities, claims, demands, damages, and costs (including reasonable attorneys’ fees and litigation costs through final resolution on appeal) that in any way arise from, or are connected with, the issuance of or the refusal to issue any building or other permit for the Project while any litigation concerning the Application, the Project, or any portion of either, is pending. This release and discharge covers all claims, rights, liabilities, demands, obligations, duties, promises, costs, expenses, damages, and other losses or rights of any kind, past, present, and future, whatever the theory of recovery, and whether known or unknown, patent or latent, suspected or unsuspected, fixed or contingent, or matured or unmatured. LANDOWNERS hereby waive all rights they have or may have in the future under section 1542 of the California Civil Code, which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which is known by him must have materially affected his settlement with the debtor.

CITY INITIALS

LANDOWNERS’ INTITALS

7.1.3 Effect of Judgment. If, in such litigation, a final judgment or other final order is issued by the court which has the effect of invalidating or rendering ineffective, in whole or in part, any provision of this Agreement or the Agreement itself, or any Project Entitlement or Subsequent Approval, the following shall apply:

7.1.3.1 If the judgment or order includes a provision for attorney fees and/or costs of the successful party or parties, LANDOWNERS shall pay the entire cost thereof, without right of offset, contribution, or indemnity from CITY, irrespective of anything to the contrary in the judgment or order.

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7.1.3.2 CITY and LANDOWNERS shall meet and endeavor, in good faith, to attempt to reach agreement on any amendments needed to allow Development of the Property for the Project to proceed in a reasonable manner, taking into account the terms and conditions of the court's judgment or order. If agreement is reached, the procedures for amending this Agreement as specified in Section 2.3 shall apply. If agreement is not reached, either party shall have the right to terminate this Agreement for its convenience by giving the other party notice as provided in Section 9.2.

7.1.3.3 If amendment is not required, and the court's judgment or order requires CITY to engage in other or further proceedings, CITY agrees to comply with the terms of the judgment or order expeditiously, subject to LANDOWNERS' payment of CITY's costs to comply with the terms of the judgment or order.

7.1.4 No CITY Liability for Damages. Notwithstanding any other provision of law or any provision of this Agreement to the contrary, in no event shall CITY, City Agency, Public Agency, or their respective elective and appointive members of boards, commissions, and officers, agents and employees be liable to LANDOWNERS in damages in any litigation instituted by a third party as described in this Section 7.1.

7.2 Force Majeure and Enforced Delay. In addition to other specific provisions of this Agreement, performance by either Party hereunder shall not be deemed in default where delay or inability to perform is due to: (i) war, insurrection, terrorist acts, riots or other civil commotions; (ii) vandalism or other criminal acts; (iii) strikes, walkouts, or other labor disputes; (iv) acts of God, including floods, earthquakes, fires, casualties, or other natural calamities; (v) enactment of conflicting or supervening federal or state laws or regulations; (vi) shortages of materials and supplies or delivery interruptions; or (vii) litigation instituted by third parties challenging the validity of this Agreement or Subsequent Approvals. A Party's financial inability to perform shall not be a ground for claiming an enforced delay. The Party claiming force majeure or enforced delay shall notify the other Party of its intent to claim a permitted delay and the specific ground for such delay as soon as is reasonable based on the circumstances. Upon request of either Party, a written extension of time for such cause shall be granted for the period of the force majeure or enforced delay, and the Term of this Agreement shall be extended by amendment in accordance with Section 2.3.

7.3 Waiver. Except as otherwise expressly provided herein to the contrary, by entering into this Agreement LANDOWNERS waive their rights to challenge the fairness or appropriateness, as applied to the Property and/or the Project, of: (i) the Development Plan, Project Entitlements, Special Conditions; (ii) Public Financing Mechanisms and Development Fees; (iii) the Dedications and Reservations for Public Facilities and Public Services; (iv) the Inclusionary Housing Ordinance; (v) the Land Use and Development Regulations; and (v) all actions implemented in furtherance of the foregoing as specified herein.

7.4 Legal Actions by Parties. In addition to the provisions set out in Sections 7.6 and 7.7, and any other rights or remedies as set out in this Agreement, either Party may institute legal

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action to cure, correct, or remedy any default by any other Party to this Agreement, to enforce any covenant or obligation herein, or to enjoin any threatened or attempted violation hereunder. Subject to any mutual extensions, notice, and opportunity to cure, the term “default” shall mean a material failure of performance or a substantial and unreasonable delay in performance by either Party of any of term, condition, obligation, or covenant of this Agreement. Default by either Party may include, without limitation, a material failure to: (i) transfer land for Public Facilities as required by Dedication or Reservation, (ii) undertake construction of Public Facilities, and/or (iii) implement or comply with the terms and conditions of the Project Entitlements, including the Mitigation Measures, and the Special Conditions.

7.4.1 No CITY Liability for Damages. Notwithstanding any other provision of law or any provision of this Agreement to the contrary, in no event shall CITY, City Agency, Public Agency or their respective elective and appointive members of boards, commissions, and officers, agents, and employees be liable in damages for any breach, default, or violation of this Agreement, it being specifically understood and agreed that the Parties' sole legal remedy for a breach, default, or violation of this Agreement shall be a legal action in mandamus, specific performance, or other injunctive or declaratory relief to enforce the provisions of this Agreement.

7.4.2 Limitation of Legal Actions. No initiation of legal proceedings shall be filed by a Party unless such action is filed within one hundred and eighty (180) days from the date of discovery by the aggrieved Party of the facts underlying the claim of default, and the date of discovery being that the date that the facts became known or should have become known to the aggrieved Party based on the circumstances of the default.

7.4.3 Applicable Law and Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of California, the state in which the Agreement is signed. The Parties agree to submit any disputes arising under the Agreement to a court of competent jurisdiction located in Sacramento, California. Nothing in this Agreement shall be construed to prohibit the Parties from engaging in alternative dispute resolution processes prior to initiating legal proceedings, including, without limitation, mediation and arbitration, upon the discretion and mutual consent of the Parties.

7.4.4 Standard of Review. LANDOWNERS agree and acknowledge that CITY has approved and entered into this Agreement in the sole exercise of its legislative discretion and that the standard of review of the validity and meaning of this Agreement shall be that accorded legislative acts of CITY. To the extent CITY acts in an adjudicatory manner for any Subsequent Approval by conducting hearings, receiving evidence, and making findings of fact, such actions shall be reviewed under principles of administrative mandamus in accordance with applicable law.

7.5 Attorney Fees. In any arbitration, quasi-judicial, administrative, or judicial proceeding (including appeals), brought by either Party to enforce or interpret any covenant or any of such Party's rights or remedies under this Agreement, including any action for declaratory or equitable

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relief, the prevailing party shall be entitled to reasonable attorneys' fees and all costs, expenses, and disbursements in connection with such action, including the costs of reasonable investigation, preparation, and professional or expert consultation, which sums may be included in any judgment or decree entered in such action in favor of the prevailing party. For purposes of this Section 7.5 and any other portion of this Agreement relating to attorney fees, reasonable attorneys fees of the City Attorney's Office shall be \$140 per hour inclusive of direct, indirect, and overhead costs and applicable CITY staff costs, such as costs for record preparation, shall be calculated at maximum of \$140 per hour inclusive of direct, indirect, and overhead costs.

7.6 Default. Subject to any extensions of time by mutual consent of the Parties, and subject to the cure provisions set forth herein, any default (as that term is defined in Section 7.4) of this Agreement shall constitute a breach, and the non-defaulting Party may cancel this Agreement for default.

7.6.1 LANDOWNERS Default. In addition to any other remedy specified in this Agreement, if notice of default has been given by CITY to LANDOWNERS, CITY shall not be obligated to issue any Building Permit or grant any Subsequent Approval for the Project until such time as the default is cured. If notice of default is given by CITY with respect to only a portion of the Property or the Project that is affected by LANDOWNERS' default as specified in the CITY's notice of default, only those Building Permits and Subsequent Approvals applicable to that portion of the Property and/or the Project shall be affected by the suspension of Building Permits and Subsequent Approvals until the such time as the default is cured. In no event shall a default of an Assignee of a portion of the Property prevent LANDOWNERS from receiving Building Permits and Subsequent Approvals for the remainder of the Property pursuant to the terms of the Assignment and Assumption Agreement, except as specified herein. In no event shall a default of LANDOWNERS prevent an Assignee from receiving Building Permits and Subsequent Approvals for Assignee's portion of the Property pursuant to the terms of the Assignment and Assumption Agreement, except as specified herein.

7.6.2 CITY Default. In addition to any other remedy specified in this Agreement, if notice of default has been given by LANDOWNERS to CITY, any resulting delays in LANDOWNERS' performance caused by CITY's default shall not constitute a LANDOWNER default, or be grounds for termination or cancellation of this Agreement.

7.6.3 Nonwaiver. Waiver of any default under this Agreement by either Party shall not constitute a continuing waiver or a waiver of any subsequent default either of the same or of another provision of this Agreement.

7.6.4 No Cross Default. Where a portion of the Property has been transferred in accordance with the Assignment provisions of this Agreement and notice of default has been given by CITY to an Assignee: (i) neither LANDOWNERS nor any non-defaulting Assignee shall be liable for the default of that Assignee; (ii) the rights of LANDOWNERS and non-defaulting Assignees under this Agreement shall not be affected by the default of that Assignee; and (ii) CITY shall not be in default or otherwise liable to LANDOWNERS or a non-defaulting

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Assignee for the CITY's action to declare a default. In no event shall a default of an Assignee of a portion of the Property prevent LANDOWNERS or non-defaulting Assignees from receiving Building Permits and Subsequent Approvals for the remainder of the Property pursuant to the terms of the Assignment and Assumption Agreement, except as specified herein. In no event shall a default of LANDOWNERS prevent non-defaulting Assignees from receiving Building Permits and Subsequent Approvals for the remainder of the Property pursuant to the terms of the Assignment and Assumption Agreement, except as specified herein. Notwithstanding the foregoing, CITY, in its sole discretion, shall have the right, following notice and hearing, to terminate this Agreement, as to some or all non-defaulting Parties and Assignees, for CITY's convenience, if CITY certifies to the non-defaulting Parties and Assignees that the default of the defaulting Party or Assignee would prevent or impede CITY's performance of its obligations to the non-defaulting Parties and Assignees under this Agreement.

7.6.5 Cure Period. In the event of an alleged default of any term or condition of this Agreement, the Party alleging such default shall give the other Party notice in writing as provided in Section 9.2 specifying the nature of the alleged default, the manner in which said default may be satisfactorily cured, and a reasonable period of time in which to cure the default, which shall not be less than thirty (30) days. If requested by either Party, the Parties shall meet and confer in an attempt to resolve the matter raised by the notice of default. During any such cure period, the Party charged shall not be considered in default for purposes of cancellation or termination of this Agreement and neither Party may institute legal proceedings related to the alleged default.

7.7 Remedies After Expiration of Cure Period. After expiration of the cure period, if the alleged default has not been cured in the manner set forth in the notice and to the satisfaction of the Party issuing the default notice, the non-defaulting Party may at its option: (i) institute legal proceedings to obtain appropriate judicial relief including, without limitation, mandamus, specific performance, injunctive relief, or cancellation of this Agreement; or (ii) give the other Party notice of intent to cancel this Agreement.

7.7.1 Public Hearing. If notice of intent to cancel this Agreement is given by the non-defaulting Party, CITY shall schedule the matter for public hearing before the City Council to review the matter and make specific written findings regarding the alleged default pursuant to Government Code section 65868 and the Procedural Ordinance. Where LANDOWNERS are the Party alleged to be in default, CITY shall provide LANDOWNERS: (i) a reasonable opportunity to respond to all allegations of default at such public hearing; (ii) at least thirty (30) days prior written notice of the date, time, and place of the public hearing; and (iii) copies of all CITY staff reports prepared in connection therewith at least five (5) days prior to the hearing. LANDOWNERS shall be given an opportunity to be heard at the public hearing. The burden of proof whether a LANDOWNER is in default shall be on CITY, the burden of proof whether the CITY is in default shall be on the LANDOWNERS, and the burden on whether default has been properly cured shall be on the Party alleged to be in default.

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7.7.2 Cancellation or Modification of Agreement—LANDOWNERS Default. At the conclusion of the public hearing, if the City Council finds, based on substantial evidence, that either of the LANDOWNERS was in default and the default has not been cured to the satisfaction of CITY, or if the City Council determines that because of the default a serious risk to the public health or safety exists, this Agreement shall be either cancelled for breach as of the date of the City Council's determination, or the City Council may modify this Agreement and impose such conditions as are reasonably necessary to address the default and/or protect the interests of the CITY and the public. LANDOWNERS may thereafter institute legal proceedings to obtain appropriate judicial relief including, without limitation, mandamus, specific performance, or injunctive relief. Expiration of the Term of this Agreement shall be tolled during the period of legal proceedings if there be a judicial determination invalidating or reversing the CITY's cancellation or modification of this Agreement.

7.8 Termination for Convenience.

7.8.1 Termination Upon Completion of Development. This Agreement shall terminate as to each parcel of land contained within the Property when that parcel of land: (i) has been fully developed; (ii) all occupancy permits for the buildings constructed thereon have been issued by CITY; (iii) CITY has accepted the Public Facilities constructed by LANDOWNERS thereon or required to serve that parcel; (iv) CITY, City Agency and/or Public Agency has accepted the Dedications or Reservations thereon; and (v) all of LANDOWNERS' obligations in connection therewith as set out in this Agreement are satisfied, as reasonably determined by CITY. CITY shall, upon written request made by LANDOWNERS to CITY's Community Development Department, determine if the Agreement has terminated with respect to any parcel of land contained within the Property, and shall not unreasonably withhold termination as to that parcel if LANDOWNERS' obligations therewith are satisfied. LANDOWNERS shall pay to CITY a fee commensurate with the cost of processing the request and making such a determination, including, without limitation, CITY's administrative and legal expenses. Such fee shall be determined in accordance with CITY's established fees and charges then in effect.

7.8.2 Multi Family and Single Family Residential Projects. This Agreement shall automatically terminate and be of no further force and effect as to any single family residence or multi-family building, and the lot or parcel upon which said residence or building is located, when CITY has issued an occupancy permit for that residence or building.

7.8.3 Termination Upon Mutual Consent of the Parties. This Agreement may be terminated prior to the expiration of the Term by mutual written agreement of the LANDOWNERS and CITY and/or between CITY and Assignee, and any such termination shall not be binding on Assignee or LANDOWNERS, as applicable, if it has not executed the written agreement with CITY.

7.8.4 Termination by Expiration of Term. This Agreement shall expire as of the date of the expiration of the Term, without notice or any further action of either Party, unless at least

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fifteen (15) days prior to said expiration, the Term is extended by mutual agreement of the Parties as set out in an amendment.

7.8.5 Termination for Convenience. Whenever this Agreement expressly provides for the termination of this Agreement for convenience, the terminating Party shall exercise such right to terminate the Agreement for its convenience by providing the other Party with written notice of termination as provided in Section 9.2 at least thirty (30) days prior to the effective date of termination as set out in the notice.

7.9 Recorded Notice of Termination or Cancellation. Upon termination or cancellation of this Agreement, CITY shall, on its own initiative and/or upon LANDOWNERS' request, record a notice of such termination or cancellation against the Property or specific parcels of land in a form satisfactory to the City Attorney that the Agreement has been terminated or cancelled. The notice shall be recorded by CITY within thirty (30) days after CITY's determination that this Agreement is terminated or cancelled. The aforesaid notice may specify, and LANDOWNERS agree, that termination or cancellation shall not affect in any manner any continuing obligations under this Agreement which survive its termination or cancellation as set out herein or in a recorded covenant.

7.10 Effect of Cancellation/Termination on LANDOWNERS' Obligations. Cancellation or termination of this Agreement as to the Property or any portion thereof shall not affect any of the LANDOWNERS' obligations to comply with the Development Plan, Project Entitlements, Special Conditions, Public Financing Mechanisms, Development Fees, Land Use and Development Regulations, and Subsequent Approvals. The foregoing includes, without limitation, tentative maps, special permits, plan reviews, variances, Building Permits, and all other entitlements, permits, and approvals issued for the Property and/or the Project prior to the effective date of cancellation or termination which are required: (i) for LANDOWNERS to complete construction of any improvements on the Property for which a final map had been recorded or Building Permit had been issued; (ii) for CITY to provide any Public Facilities and/or Public Services to serve improvements on the Property either completed prior to the effective date of cancellation or termination or to be completed under the Building Permits issued and final maps recorded prior to the effective date, or to serve residents and businesses that are then occupying the Property or will occupy the Property under the Building Permits issued and final maps recorded prior to the effective date; and (iii) for LANDOWNERS' performance of obligations under the Land Use and Development Regulations, Project Entitlements, or Special Conditions which had otherwise been deferred under the terms of this Agreement. Notwithstanding the cancellation or termination of this Agreement or anything contained herein to the contrary, LANDOWNERS shall also be obligated to comply with any covenants of this Agreement that are to survive after cancellation or termination of this Agreement, whether express or implied, or which have been recorded against the Property under the terms of a separate agreement.

8.0 LENDER PROVISIONS

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8.1 Lender Rights and Obligations.

8.1.1 No Impairment. Neither of the LANDOWNERS entering into this Agreement nor their defaults under this Agreement shall alter, defeat, render invalid, diminish, or impair the lien of any Mortgage or Deed of Trust on the Property made in good faith by the Lender and for value. This Agreement shall not prevent or limit either LANDOWNER in any manner, at that LANDOWNER's sole discretion, from encumbering its Property or any portion thereof or any improvement thereon by any Mortgage, Deed of Trust, or other security instrument securing financing with respect to development of the Property or adjacent properties for the Project.

8.1.2 Prior to Lender Possession. No Lender shall have any obligation or duty under this Agreement to construct or complete the construction of improvements, or to guarantee such construction or completion, and shall not be obligated to pay any fees or charges which are liabilities of LANDOWNERS or LANDOWNERS' successors in interest, but shall otherwise be bound by all of the terms and conditions of this Agreement which pertain to the Property or such portion thereof in which it holds an interest. Nothing in this Section 8.1 shall be construed to grant to a Lender rights beyond those of LANDOWNERS hereunder, or to limit any remedy CITY has hereunder in the event of default by LANDOWNERS, including, without limitation, suspension, cancellation for breach, and/or refusal to grant entitlements with respect to the Property.

8.1.3 Lender in Possession. A Lender who comes into possession of the Property, or any portion thereof, pursuant to foreclosure of a Mortgage or Deed of Trust, or a deed in lieu of foreclosure, shall not be obligated to pay any fees or charges which are obligations of LANDOWNERS, and which remain unpaid as of the date such Lender takes possession of the Property or portion thereof. However, a Lender shall not be eligible to apply for or receive entitlements with respect to Development of the Property for the Project, or otherwise be entitled to Develop the Property or devote the Property to any uses or to construct any improvements thereon, other than the Development contemplated or authorized by this Agreement and subject to all of the terms and conditions hereof, including payment of all fees and charges (delinquent, current, and accruing in the future), and entering into an Assignment and Assumption Agreement to assume all obligations of LANDOWNERS hereunder. No Lender, or successor thereof, shall be entitled to the rights and benefits of the LANDOWNERS hereunder or entitled to enforce the provisions of this Agreement against CITY unless and until such Lender or successor thereof qualifies as a recognized Assignee under the provisions of Section 2.6 of this Agreement and Lender cures LANDOWNERS' default to the CITY's satisfaction as provided in Section 8.3.

8.2 Notice of LANDOWNER's Default. If CITY receives notice from a Lender requesting a copy of any notice of default given a LANDOWNER hereunder and specifying the address for service thereof, then CITY shall deliver to such Lender within thirty (30) days of sending the notice of default to such LANDOWNER a copy of the default notice.

8.3 Lender's Right to Cure. Each Lender shall have the right (but not the obligation) during the same period of time available to LANDOWNERS to cure or remedy, on behalf of a LANDOWNER, the default claimed and set forth in CITY's written default notice. Such action shall not entitle a Lender to develop the Property or otherwise partake of any benefits of this

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Agreement unless such Lender shall assume and perform all obligations of such LANDOWNER hereunder under the terms of the Assignment and Assumption Agreement.

8.4 Other CITY Notices. If CITY receives notice from a Lender requesting a copy of any notice, including a notice of default, issued by CITY to LANDOWNERS pursuant to the terms of this Agreement, a copy of said notices shall be sent to Lender at the address provided herein within thirty (30) days of sending the notice to LANDOWNERS.

8.5 Estoppel Certificates. Either Party may, at any time, and from time to time, deliver written notice to the other Party requesting such other Party to issue a writing known as an estoppel certificate, 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; (ii) this Agreement has not been amended or modified either orally or in writing, 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 therein the nature and amount of any such defaults. A Party receiving a request hereunder shall execute and return such estoppel certificate, or give a written detailed response explaining why it will not do so, within thirty (30) days following the receipt of each such request. Each Party acknowledges that such an estoppel certificate may be relied upon by third parties acting in good faith, including Lenders. An estoppel certificate provided by CITY establishing the status of this Agreement with respect to the Property or any portion thereof shall be in recordable form and may be recorded at the expense of the Party requesting the certificate.

9.0 MISCELLANEOUS PROVISIONS

9.1 No Joint Venture, Partnership, or Other Relationship. Nothing contained in this Agreement or in any other document executed in connection with this Agreement shall be construed as creating a joint venture or partnership between CITY and LANDOWNERS. Each Party is acting as an independent entity and not as an agent of the other in any respect. No relationship exists as between CITY and LANDOWNERS other than that of a governmental entity regulating the development of private property, and the owner of such private property.

9.2 Notices. All notices required or provided for under this Agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the principal offices of the CITY and LANDOWNERS, or LANDOWNERS' successors in interest, and to Lender, if applicable. Notice shall be effective on the date delivered in person, or on the third day after it is deposited in the United States Mail, addressed as set forth below, with postage prepaid:

Notice to the CITY:	City of Sacramento 915 I Street Sacramento, CA 95814 ATTN: City Manager
---------------------	--

Notice to the LANDOWNERS:	Teichert Land Co.
---------------------------	-------------------

WORKING DRAFT 07/07/15

Attention: President
3500 American River Drive
Sacramento, CA 95864

AND

Fruitridge Road Land Co.
Attention: President
3500 American River Drive
Sacramento, CA 95864

with copies to:

StoneBridge Properties
Attention: President
3500 American River Drive
Sacramento, CA 95864

Taylor & Wiley
Attention: James Wiley
2870 Gateway Oaks Dr. Suite 200
Sacramento, CA 95833

Any Party may change the address to which notices are to be mailed by giving written notice of such changed address to each other Party in the manner provided herein.

9.3 Integrated Documents/Entire Agreement. This Agreement, the Exhibits, and the documents incorporated by reference in this Agreement or in the Exhibits are to be considered as one document and default of any of the provisions contained herein or therein shall be considered a default of this Agreement. This Agreement, including the Exhibits and documents incorporated herein by reference, integrates all of the terms and conditions related or incidental to its subject matter and constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement.

9.4 Severability. If any provision of this Agreement is held invalid, void, or unenforceable, but the remainder of the Agreement can be enforced without failure of material consideration to any Party, then this Agreement shall not be affected, and it shall remain in full force and effect, unless amended or modified by mutual consent of the Parties as provided in Section 2.3. If any provision of this Agreement is held invalid, void, or unenforceable, and the remainder of the Agreement cannot be enforced without failure of material consideration to any Party, either Party shall have the right, in its sole discretion, to terminate this Agreement for its convenience upon providing written notice of such termination to the other Party and specifying the effective date thereof. If either Party so elects to terminate this Agreement, such election shall not affect in any manner the terms and conditions of any entitlement granted by CITY with respect to the Property, or any portion thereof, prior to the termination date, except as specified in Section 7.10.

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9.5 Precedence. If any direct conflict or inconsistency arises between this Agreement and the Land Use and Development Regulations, or between this Agreement and a Subsequent Rule, the provision of this Agreement shall have precedence and shall control over the conflicting or inconsistent provisions of the Land Use and Development Regulations or the Subsequent Rule, except as provided in Sections 3.3 and 4.0.

9.6 Recording. The City Clerk shall cause a copy of this Agreement to be recorded with the Sacramento County Recorder no later than ten (10) days following the Effective Date. If the Sacramento County Recorder refuses to record any Exhibit, the City Clerk may replace it with a single sheet bearing the Exhibit identification letter, title of the Exhibit, the reason it is not being recorded, and that the original Exhibit, certified by the City Clerk, is in the possession of the City Clerk and will be reattached to the original when it is returned by the Sacramento County Recorder to the City Clerk.

9.7 Referendum. CITY shall not submit the Adopting Ordinance to a referendum by action of the City Council on its own motion without LANDOWNERS' written consent. This Agreement shall not become effective if a referendum petition is filed challenging the validity of the Adopting Ordinance. If the Adopting Ordinance is the subject of a referendum, LANDOWNERS shall have the right to terminate this Agreement for its convenience by providing written notice to CITY as provided in Section 9.2 not later than thirty (30) days after the referendum petition is certified as valid by the County elections officer, or such later time as allowed in writing by the City Manager. The Parties' obligation to perform under this Agreement shall be suspended pending the outcome of any such referendum election. The Term of this Agreement shall be extended by the amount of time between the date the petition for referendum is certified as valid by the County elections office and the date on which the results of the special election are certified as valid by the County elections officer.

9.8 Construction. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties. All Parties have had the opportunity to be represented by legal counsel of their own choice in the preparation of this Agreement, and no presumption or rule that "an ambiguity shall be construed against a drafting party" shall apply to the interpretation or enforcement of any provision hereof. Captions on sections and subsections are provided for convenience only and shall not be deemed to limit, amend, or affect the meaning of the provision to which they pertain, and shall be disregarded in the construction and interpretation of this Agreement.

9.9 Time. Time is of the essence of each and every provision hereof.

9.10 Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought. No waiver of any right or remedy in respect of any occurrence or event shall be deemed a waiver of any right or remedy in respect of any other occurrence or event.

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9.11 No Third Parties Benefited. This Agreement is made and entered into for the sole protection and benefit of Parties and their successors and Assignees, including Lenders. No Person who is not a qualified successor of a Party or an Assignee pursuant to Sections 2.6 and 8.1.3 of this Agreement, or who has not become a party by duly adopted amendment to this Agreement, may claim the benefit of any provision of this Agreement.

9.12 Effect of Agreement Upon Title to Property. In accordance with the provisions of Government Code section 65868.5, from and after the time of recordation of this Agreement, the Agreement shall impart such notice thereof to all persons as is afforded by the recording laws of the State of California. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the Parties to this Agreement.

9.13 Survivorship. The LANDOWNERS' obligations arising under this Agreement pertaining to indemnity and attorneys fees as set out in Sections 2.7.5, 6.8, 6.10, 7.1 and 7.5, and LANDOWNERS' rights and obligations regarding approved entitlements as set out in Section 7.10, shall survive the expiration, termination, or cancellation of this Agreement.

9.14 Covenant of Good Faith and Cooperation. CITY and LANDOWNER'S agree that each of them shall at all times act in good faith and cooperate with one another in order to carry out the terms of this Agreement. Any information which is readily available and required by one Party from the other Party in order to carry out that Party's obligations under this Agreement shall be provided to that Party within a reasonable period of time and at no cost.

9.15 Prior Agreements. There are no oral or written representations, understandings, undertakings or agreements between the Parties related to Development of the Property that are not contained in or expressly referred to in this Agreement, and any such representations, understandings, undertakings, or agreements are superseded by this Agreement. No evidence of any such representations, understandings, undertakings, and agreements shall be admissible in any proceeding of any kind or nature related to the terms and conditions of this Agreement, or its interpretation or default. This Agreement is specifically intended by the Parties to supersede all prior written agreements, if any, for the Development of the Property which may exist between CITY and LANDOWNERS, except as may be specified in the Special Conditions. The provisions of Sections 2.7.5, 6.8, 6.10, and 7.1 of this Agreement relating to indemnification and defense of CITY by LANDOWNERS shall be applicable to any claim whatsoever against CITY by an Assignee or a third party arising out of or in any way relating to any existing or future agreement between the Parties, or between LANDOWNERS and City Agency, relating to the Development of the Property.

9.16 Power of Eminent Domain. It is understood that LANDOWNERS may be required by CITY to utilize its best good faith efforts to acquire certain parcels and land and rights-of-way which are not currently owned by LANDOWNERS and necessary to construct the Public Facilities as required by CITY to serve the Project. Should it become necessary due to LANDOWNERS' failure to acquire such lands and rights-of-way, the CITY shall negotiate the

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purchase of the needed land and rights of way to allow LANDOWNERS or CITY to construct the Public Facilities that are required to be constructed by LANDOWNERS or CITY to serve the Project under this Agreement. If necessary, in accordance with the procedures established by State law, CITY may use its power of eminent domain to condemn such lands and rights-of-way. LANDOWNERS shall pay for CITY's costs associated with CITY's acquisition and condemnation proceedings unless such costs are paid through a Public Financing Mechanism or Development Fee. If CITY is unable or prevented from acquiring or condemning the necessary land and rights-of-way to enable LANDOWNERS or CITY to construct the Public Facilities required under this Agreement, then the Parties will meet to negotiate the terms of an amendment to this Agreement, including, without limitation, changes to the Project Entitlements and LANDOWNERS' Vested Rights. Nothing in this Section 9.16 is intended or shall be deemed to constitute a determination or resolution of necessity by CITY to initiate condemnation proceedings and nothing in this Section 9.16 or in this Agreement is intended or shall be construed to constitute a prohibition against CITY or City Agency to exercise its power of eminent domain to condemn LANDOWNERS' Property.

9.17 Counterparts. This Agreement may be executed in any number of counterparts and shall be deemed duly executed when each of the Parties has executed such a counterpart.

9.18 Authority. Each of the signatories to this Agreement represent that he or she is authorized to sign the Agreement on behalf of such Party, all approvals, acts, ordinances, and consents which must be obtained to bind such Party have been obtained, no further approvals, acts, ordinances, or consents are required to bind such Party to this Agreement, and he or she is signing to guarantee the performance of such Party's obligations under this Agreement.

9.19 Final Form of Exhibits. It is the intention of the Parties, and the Parties expressly agree, that the Exhibits to this Agreement may be modified by CITY, in cooperation with LANDOWNERS, after City Council approval of the Adopting Ordinance and execution of this Agreement by the Parties, and prior to recordation, in order to conform the contents of the Exhibits to the final City Council approval of the Project.

[REMAINING PAGE LEFT INTENTIONALLY BLANK]

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IN WITNESS WHEREOF, the CITY and LANDOWNERS have executed this Agreement as of the dates set forth below.

CITY:

LANDOWNERS:

CITY OF SACRAMENTO,
a municipal corporation

TEICHERT LAND CO.,
A California corporation

By: _____
City Manager

By: _____

Date: _____

Name: _____

Title: _____

Date: _____

ATTEST:

By: _____

City Clerk

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

AND

City Attorney

FRUITRIDGE ROAD LAND CO.,
a California Corporation

By: _____

Name: _____

Title: _____

Date: _____

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By: _____

Name: _____

Title: _____

Date: _____

(ATTACH NOTARY ACKNOWLEDGMENTS)

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DELETE PAGE

EXECUTION PAGE FOR LENDER

_____, a _____ (herein "LENDER") owns an equitable interest in the Property described in Exhibit A of this Agreement as the beneficiary of that certain deed of trust and assignment of rents dated _____ and recorded on _____, as Instrument ____, in Book ____, Page __, Official Records, Sacramento County, California.

LENDER hereby executes this Agreement and agrees to be bound by the terms and condition hereof, subject to the limitations set forth in Section 8.1.

LENDER requests that it be provided with copies of all notices mailed to LANDOWNER pursuant to the terms of this Agreement and that said copies be addressed as follows:

Attn: _____

LENDER:

By: _____

Name: _____

Title: _____

Dated: _____

(ATTACH APPROPRIATE ACKNOWLEDGMENT)

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EXHIBIT A

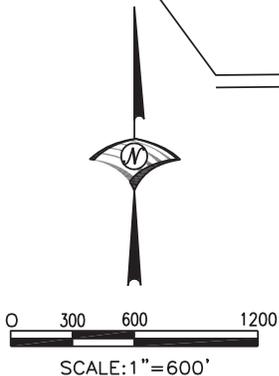
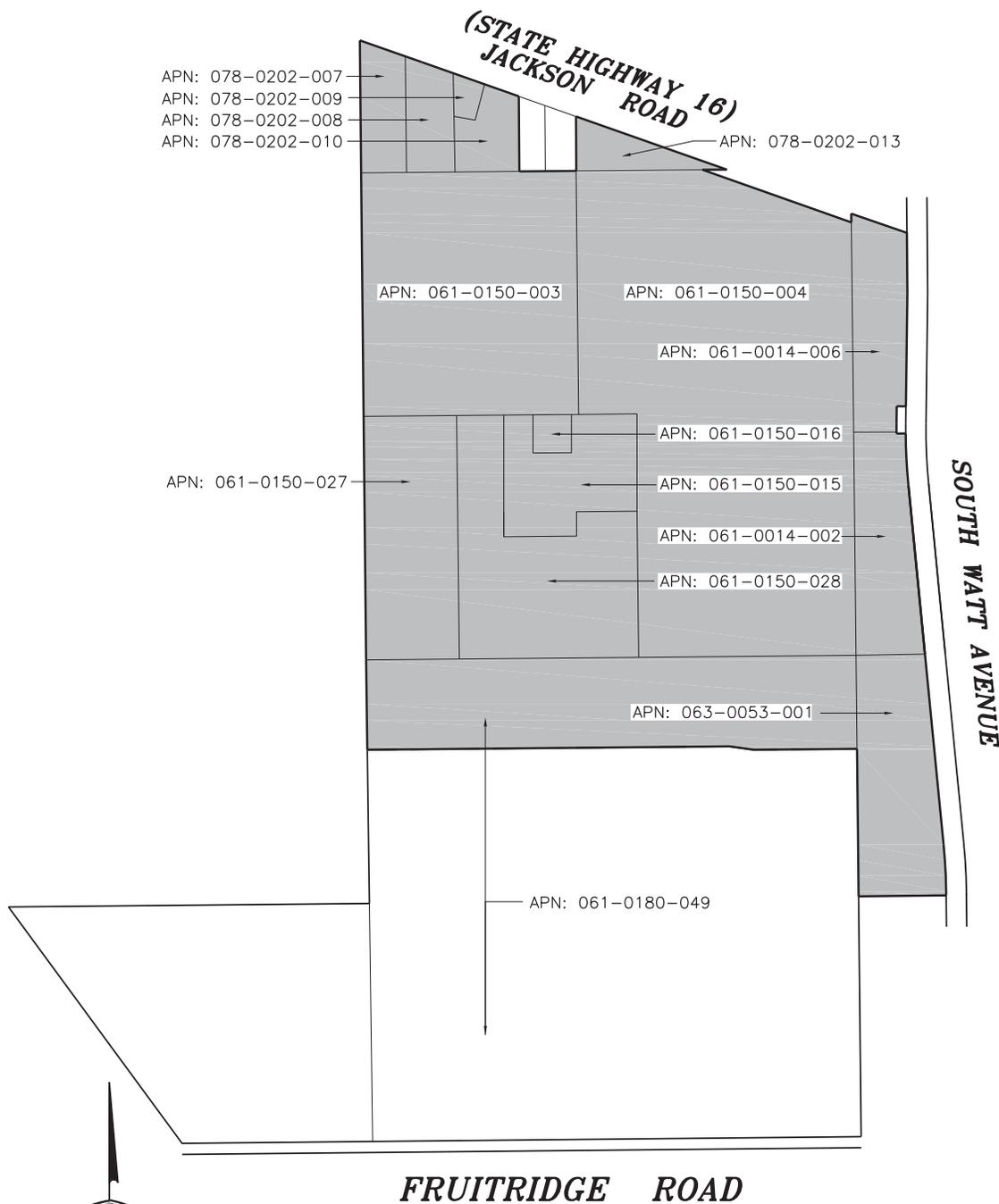
**DESCRIPTION OF LANDOWNERS'
PROPERTY**

THE PROPERTY CONSISTS OF PARCELS OF LAND IDENTIFIED BY THE ASSESSOR PARCEL NUMBERS LISTED, AND AS MORE PARTICULARLY SHOWN AND DESCRIBED, IN EXHIBIT A-1, ATTACHED AND INCORPORATED INTO THIS AGREEMENT BY THIS REFERENCE.

EXHIBIT TO ACCOMPANY DESCRIPTION

ASPEN 1

CITY OF SACRAMENTO, CALIFORNIA
JUNE 2015



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

EXHIBIT 'A'

**LEGAL DESCRIPTION
FOR
ASPEN 1
DEVELOPMENT AGREEMENT**

#1426.026

A portion of the southeast quarter of Section 13 and a portion of the east half of Section 24, Township 8 North, Range 5 East, Mount Diablo Baseline & Meridian, a portion of the west half of Section 19, Township 8 North, Range 6 East, Mount Diablo Baseline & Meridian, also being a portion of land as shown on an Amended Record of Survey, filed in Book 85 of Survey Maps, at Page 19, Sacramento County Records, in the County of Sacramento, State of California, described as follows:

BEGINNING at the north quarter corner of said Section 24, also shown on said Amended Record of Survey; thence along the boundary of said Record of Survey, along the west line of said southeast quarter, North $00^{\circ}34'31''$ West, a distance of 719.96 feet to a point of intersection with the southwesterly right-of-way line of Jackson Road, also being the northwest corner of the boundary as shown on said Record of Survey; thence along said southwesterly right-of-way line, South $70^{\circ}38'59''$ East, a distance of 356.74 feet; thence continuing, South $70^{\circ}34'16''$ East, a distance of 559.07 feet; thence leaving said southwesterly right-of-way line continuing along said boundary, South $00^{\circ}21'37''$ East, a distance of 408.23 feet to a point of intersection with the south line of said southeast quarter, also being the north line of the east half of said Section 24; thence along said south line, North $89^{\circ}29'53''$ East, a distance of 309.39 feet; thence leaving said south line, along said boundary, North $00^{\circ}22'07''$ West, a distance of 296.16 feet to a point of intersection with said southwesterly right-of-way line; thence along said southwesterly right-of-way line and said boundary, the following four (4) courses and distances:

1. South $70^{\circ}34'16''$ East, a distance of 868.81 feet;
2. South $89^{\circ}29'53''$ West, a distance of 132.01 feet;
3. South $70^{\circ}34'16''$ East, a distance of 297.09 feet;
4. South $70^{\circ}29'49''$ East, a distance of 560.65 feet to a point of intersection with the east line of said Section 24;

Thence along said east line, also being said southwesterly right-of-way line, North $00^{\circ}36'55''$ West, a distance of 47.92 feet; thence leaving said east line, continuing along said southwesterly right-of-way line, South $70^{\circ}52'51''$ East, a distance of 319.87 feet to a point of intersection with the west right-of-way line of South Watt Avenue, also being the northeast corner of the boundary as shown on said Record of Survey; thence continuing along said boundary, also being said west right-of-way line, the following two (2) courses and distances:

1. South $00^{\circ}25'09''$ East, a distance of 329.82 feet;
2. South $00^{\circ}42'40''$ West, a distance of 613.55 feet;

Thence leaving said west right-of-way line continuing along said boundary, North $89^{\circ}17'20''$ West, a distance of 50.00 feet; thence South $00^{\circ}42'40''$ West, a distance of 92.46 feet; thence along a tangent curve concave to the east having a radius of 3105.00

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EXHIBIT B

PROJECT DEVELOPMENT PLAN

THE PROJECT EXHIBITS COMPRISING THE DEVELOPMENT PLAN INCLUDE THE EXHIBITS SHOWING THE GENERAL PLAN LAND USE DESIGNATION, SPD, PUD SCHEMATIC PLAN, AND PUD GUIDELINES, WHICH EXHIBITS ARE ATTACHED AND INCORPORATED HEREIN, AND LABELED AS EXHIBITS B1, B2, B3 and B4, RESPECTIVELY.

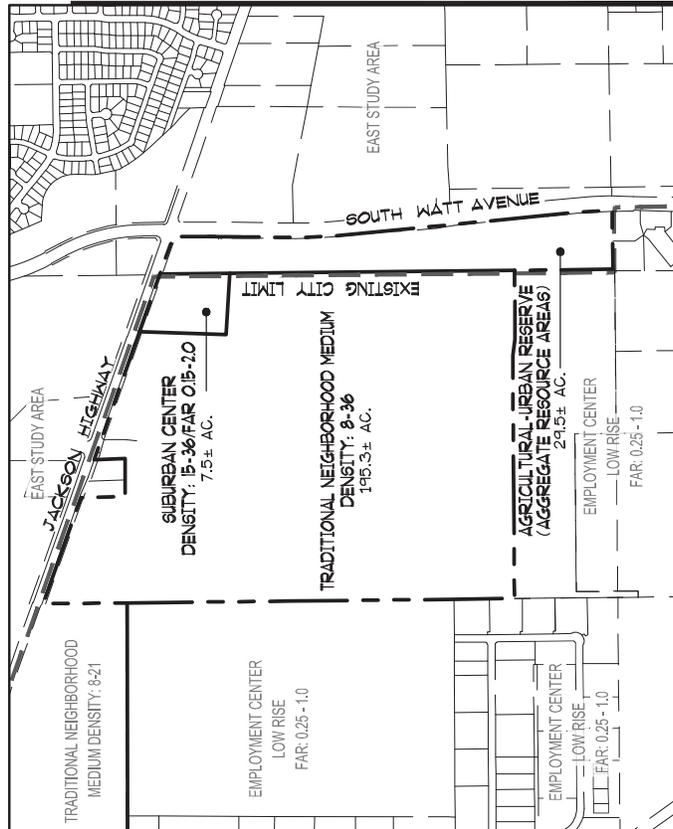
NOTE: SUBSTANTIVE CHANGES TO THE ATTACHED EXHIBITS OR THEIR TERMS AND CONDITIONS REQUIRE AN AMENDMENT TO THIS AGREEMENT TO BECOME VESTED UNDER SECTION 2.3.3 OF THE AGREEMENT.

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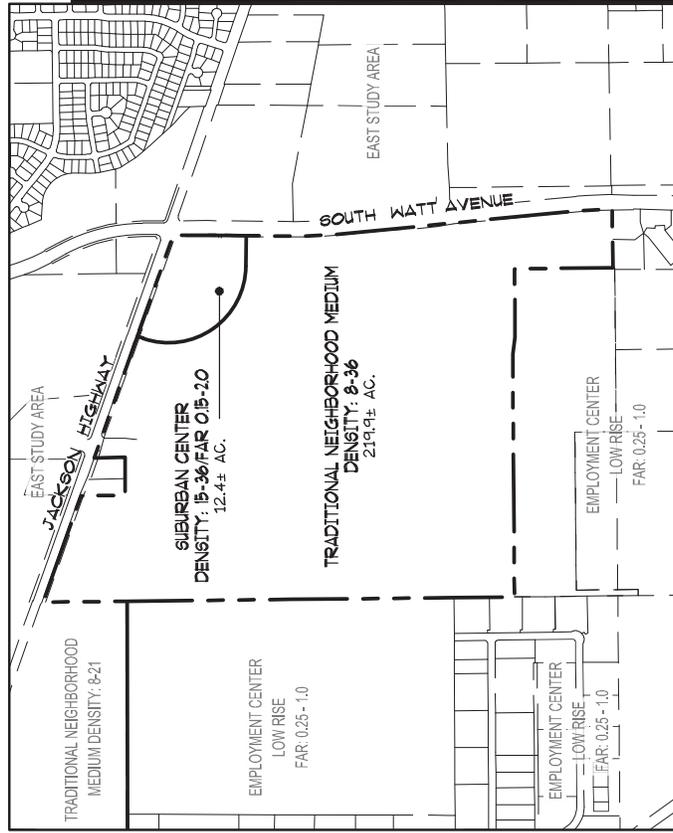
EXHIBIT B1
GENERAL PLAN LAND USE DESIGNATION

General Plan Amendment Exhibit ASPEN 1-NEW BRIGHTON SPD (PUD)

City of Sacramento, California
JUNE 2, 2015
SHEET 5 OF 6



Existing General Plan

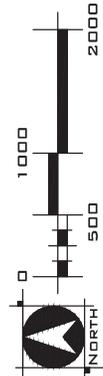


Proposed General Plan

SHEET NO.	EXHIBIT
1.	COVER SHEET/KEY MAP/NOTES/SECTIONS
2.	TENTATIVE SUBDIVISION MAP
3.	LARGE LOT TENTATIVE MAP
4.	PUD SCHEMATIC PLAN
5.	GENERAL PLAN AMENDMENT EXHIBIT
6.	REZONE EXHIBIT

DESIGNATION	LAND USE	EXISTING	PROPOSED	DIFFERENCE
TRADITIONAL NEIGHBORHOOD MEDIUM DENSITY 8-36		195.3	219.9	+24.6
SUBURBAN CENTER DENSITY: 15-36/FAR 0.15-2.0		7.5	12.4	+4.9
AGRICULTURAL-URBAN RESERVE (AGGREGATE RESOURCE AREAS)		241.5	0	-241.5
		232.3 ± Acres	232.3 ± Acres	

SUMMARY TABLE



WOOD RODGERS
DEVELOPING INNOVATIVE SOLUTIONS
DESIGN
3201 C St., Bldg. 100-B
Sacramento, CA 95816
Tel 916.941.7781
Fax 916.341.7767

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EXHIBIT B2
NEW BRIGHTON SPD

WORKING DRAFT 07/07/15

WORKING DRAFT 07/07/15

WORKING DRAFT 07/07/15

WORKING DRAFT 07/07/15

EXHIBIT B3
PUD SCHEMATIC PLAN

SPD - PUD SCHEMATIC PLAN ASPEN 1 - NEW BRIGHTON

CITY OF SACRAMENTO, CALIFORNIA

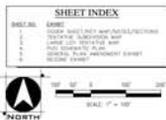
SHEET 4 OF 6
Revised MARCH 2013
Revised MARCH 2012
Revised July 7, 2010
Created June 2010



LEGEND

 Low Density Residential	86.0
 High Density Residential	19.3
 Residential Mixed Use	17.0
 Commercial (0.25 - 2.0 FAR)	12.4
 School (Underlying Residential Zoning)	9.8
 Urban Farm	26.7
 Open Space	28.8
 Park	16.6
 Major Roads	15.7
TOTAL	232.3

Acres (gross)



SWA Laguna Beach
San Jose
San Francisco
Los Angeles
Houston
Boston
Chicago

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

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EXHIBIT B4

PUD GUIDELINES

THE NEW BRIGHTON PUD GUIDELINES ARE INCORPORATED BY REFERENCE WITH THE COVER PAGE CONSTITUTING THIS EXHIBIT.



NEW BRIGHTON

RUD GUIDELINES

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EXHIBIT C

PROJECT ENTITLEMENTS

THE FOLLOWING PROJECT ENTITLEMENTS, INCLUDING THE ORDINANCES, RESOLUTIONS, PERMITS, AND FINDINGS AND CONDITIONS ATTACHED TO SUCH ENTITLEMENTS, **AS OF THE EFFECTIVE DATE OF THIS AGREEMENT**, ARE HEREBY INCORPORATED INTO THIS AGREEMENT BY THIS REFERENCE.

NOTE: SUBSTANTIVE CHANGES TO THE FOLLOWING ENTITLEMENTS OR THEIR TERMS AND CONDITIONS REQUIRE AN AMENDMENT TO THIS AGREEMENT TO BECOME VESTED UNDER SECTION 2.3.3 OF THE AGREEMENT. CHANGES (INCLUDING ADDITIONS) TO THE MITIGATION MEASURES AFTER THE EFFECTIVE DATE OF THIS AGREEMENT WILL BE INCORPORATED INTO THIS AGREEMENT WITHOUT THE NEED FOR AN AMENDMENT TO THIS AGREEMENT, UNLESS OTHERWISE SPECIFIED IN THE AGREEMENT.

Commission or City Council	Date of Hearing	Description of Approved Entitlements	Ordinance, Resolution or Record of Decision

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EXHIBIT D

PROJECT ENVIRONMENTAL CERTIFICATION

**FINAL ENVIRONMENTAL IMPACT REPORT
AND MITIGATION MEASURES**

RESOLUTION NO. _____ CERTIFYING THE FINAL ENVIRONMENTAL IMPACT REPORT FOR THE PROJECT, ADOPTING FINDINGS OF FACT, MITIGATION MEASURES, AND STATEMENT OF OVERRIDING CONSIDERATION, AND APPROVING THE MITIGATION MONITORING PROGRAM WAS APPROVED BY THE CITY COUNCIL ON _____ AND IS INCORPORATED IN THIS AGREEMENT BY THIS REFERENCE.

NOTE: IF THE CITY APPROVES ANY CHANGES TO THE MITIGATION MEASURES AFTER THE EFFECTIVE DATE OF THIS AGREEMENT, THOSE CHANGES WILL BE INCORPORATED INTO THIS AGREEMENT WITHOUT THE NEED FOR AN AMENDMENT TO THIS AGREEMENT, UNLESS OTHERWISE SPECIFIED IN THE AGREEMENT.

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EXHIBIT E

PROTEST WAIVER PROVISIONS

LANDOWNERS understand and agree that financing and maintenance of the Public Facilities required under the Development Plan, Project Entitlements, and Special Conditions may be accomplished through a variety of Public Financing Mechanisms, including, without limitation, a combination of special assessment districts, tax districts (such as Mello-Roos Community Facilities Districts), and Development Fees, all of which mechanisms are designed to spread the cost of the Public Facilities in accordance with benefit to the properties included in such Public Financing Mechanisms and other fee programs and methodologies. LANDOWNERS further understand and agree that an important component of this Agreement is LANDOWNERS' advance consent to the formation of, or implementation of, any such Public Financing Mechanisms, and LANDOWNERS' agreement not to protest or contest such formation, implementation or fee imposition.

Accordingly, LANDOWNERS agree for themselves, their constituents, successors and assigns that they fully, finally, and forever waive and relinquish any right they may have to protest or contest the formation or implementation of any Public Financing Mechanism to fund and maintain Public Facilities, together with any rights they may have to contest the imposition of any related fees, assessments, taxes, or other charges. Nothing in this Agreement, however, shall prevent LANDOWNERS from presenting CITY any information or opinions regarding any Public Financing Mechanism that CITY may from time to time consider establishing or imposing, which information or opinions relate to the dollar amount of any fees, assessments, taxes or other charges imposed by CITY.

If a Public Financing Mechanism or Development Fee is proposed for adoption by CITY, which Public Financing Mechanism or Development Fee directly and significantly conflicts with the Nexus Study adopted by the City Council in connection with establishment of the financing mechanism or fee, LANDOWNERS shall have the right to protest only the actual amount of the directly and significantly conflicting proposed fee, charge, special tax, or assessment proposed to be levied, charged, assessed or taxed against the Property by virtue of the proposed Public Financing Mechanism or Development Fee . However, LANDOWNERS' right to protest, or object shall be waived unless LANDOWNERS' protest or objection is made at or before the time of the public hearing wherein the proposed Public Financing Mechanism or Development Fee is established by the City Council.

LANDOWNERS shall not have the right, in connection with any land use entitlement proceeding with respect to the Property, to judicially challenge the Public Financing Mechanism or Development Fee, or the fees, charges, assessments or special taxes as applied to the Property

WORKING DRAFT 07/07/15

or the Project for Public Facilities, and waive any statutory or common law right to withhold payment or to pay such fees, charges, assessment or special taxes under protest. For purposes of this Agreement, "fees, charges, assessments or special taxes" shall include any monetary exaction or payment required to be paid by LANDOWNERS by virtue of or relating to Development of the Property.

Without limiting the generality of the foregoing, LANDOWNERS for themselves, their constituents, successors and assignees specifically, as to the Property, agree to the following:

(1) Waive, and hereby grant advance consent to the formation and implementation of any and all special assessment districts, tax districts (such as Mello-Roos Community Facilities Districts), fee districts or other Public Financing Mechanisms of a similar nature recommended or established by CITY for the purpose of financing and maintaining Public Facilities .

Without limiting the generality of the foregoing, LANDOWNERS specifically waive: (i) the provisions of the Special Assessment Investigation, Limitation and Majority Protest Act of 1931 (Division 4 of the Streets and Highways Code, beginning at section 2800), together with associated provisions of the California Constitution; (ii) the provisions of any other statute designed to provide a protest or contest procedure in connection with formation and implementation of a district or similar financing mechanism; and (iii) the provisions of any procedure embodied in the Sacramento City Code designed to provide a protest or contest procedure in connection with formation and implementation of a district or similar financing mechanism.

(2) Waive, and hereby grant advance consent to the establishment or imposition of any and all Development Fees and special fees, exactions, development fees, assessments, taxes or other charges established by CITY for the purpose of financing and maintenance of Public Facilities. Without limiting the generality of the foregoing, LANDOWNERS specifically waive: (i) to the extent applicable, those statutory and constitutional provisions specified in paragraph (1) above; and (ii) the provisions of Government Code sections 66000, et seq., or any other provision of law providing a procedure for contest or protest of establishment or imposition of Development Fees, and special fees, exactions, development fees, assessments, taxes or other charges of a similar nature.

(3) Agree to: (i) affirmatively petition CITY, where applicable, for the formation of all special districts and other Public Financing Mechanisms that have been or will be in the future selected or recommended by CITY ; (ii) execute an irrevocable proxy or proxies when necessary (such as in the formation of, or imposition of taxes relative to, a Mello-Roos Community Facilities District) authorizing a representative designated by CITY, who will vote in favor of establishing the specific Public Financing Mechanism in question; and (iii) execute immediately upon presentation any document which is required or convenient for the formation of the district or facilitation of the particular Public Financing Mechanism.

LANDOWNERS agree and specifically represent to CITY that it is fully aware of all of its legal rights relative to the waivers, advance consents and other agreements set forth herein,

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having been fully advised by its own independent attorneys. Having such knowledge and understanding of its rights, LANDOWNERS have nevertheless voluntarily entered into the Agreement, of which this Exhibit is a material part. LANDOWNER is aware that CITY is relying on the representations contained in this Exhibit in entering into the Agreement.

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EXHIBIT F

**SUMMARY LISTING AND MAP OF LAND DEDICATIONS
AND RESERVATIONS AND PUBLIC FACILITIES TO BE
CONSTRUCTED BY LANDOWNER**

A SUMMARY LISTING AND MAP OF THE APPROXIMATE LOCATION AND PURPOSES OF THE LAND DEDICATIONS AND RESERVATIONS ARE ATTACHED AS EXHIBITS F-1 AND EXHIBIT F-2.

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EXHIBIT F-1

SUMMARY OF LAND DEDICATIONS, RESERVATIONS AND CONSTRUCTION OF PUBLIC FACILITIES BY LANDOWNERS

A. Dedicated Rights-of-Way:

- Dedication of public streets
- PUE adjacent to public streets, private alleys, and as otherwise specifically set forth in the Project entitlements

B. Dedicated Parks and Trails:

- Parks Lots X and P (Irrevocable Offer of Dedication in fee)
- Public Trail (Recreation Easement)

C. Public Facilities to be Dedicated:

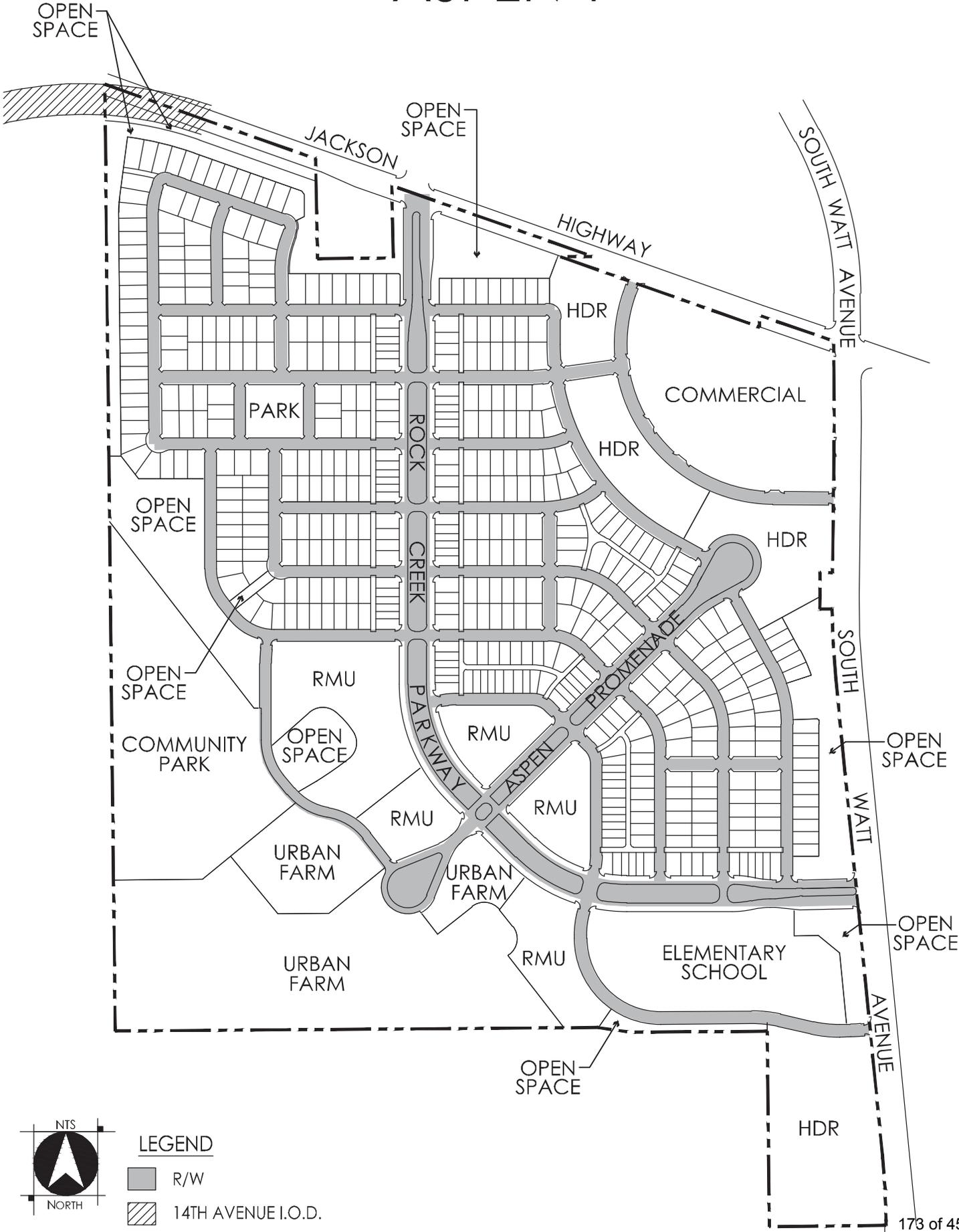
- Open space lots E, G, K, Q, T, U, V, W, Y (Irrevocable Offer of Dedication in fee)
- Median Lots Z, AA, BB, CC, DD, EE, FF, GG, HH, II, JJ, KK (Irrevocable Offer of Dedication in fee)

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EXHIBIT F-2A

DEDICATED RIGHTS-OF-WAY

EXHIBIT F2-A DEDICATED RIGHTS-OF-WAY ASPEN 1



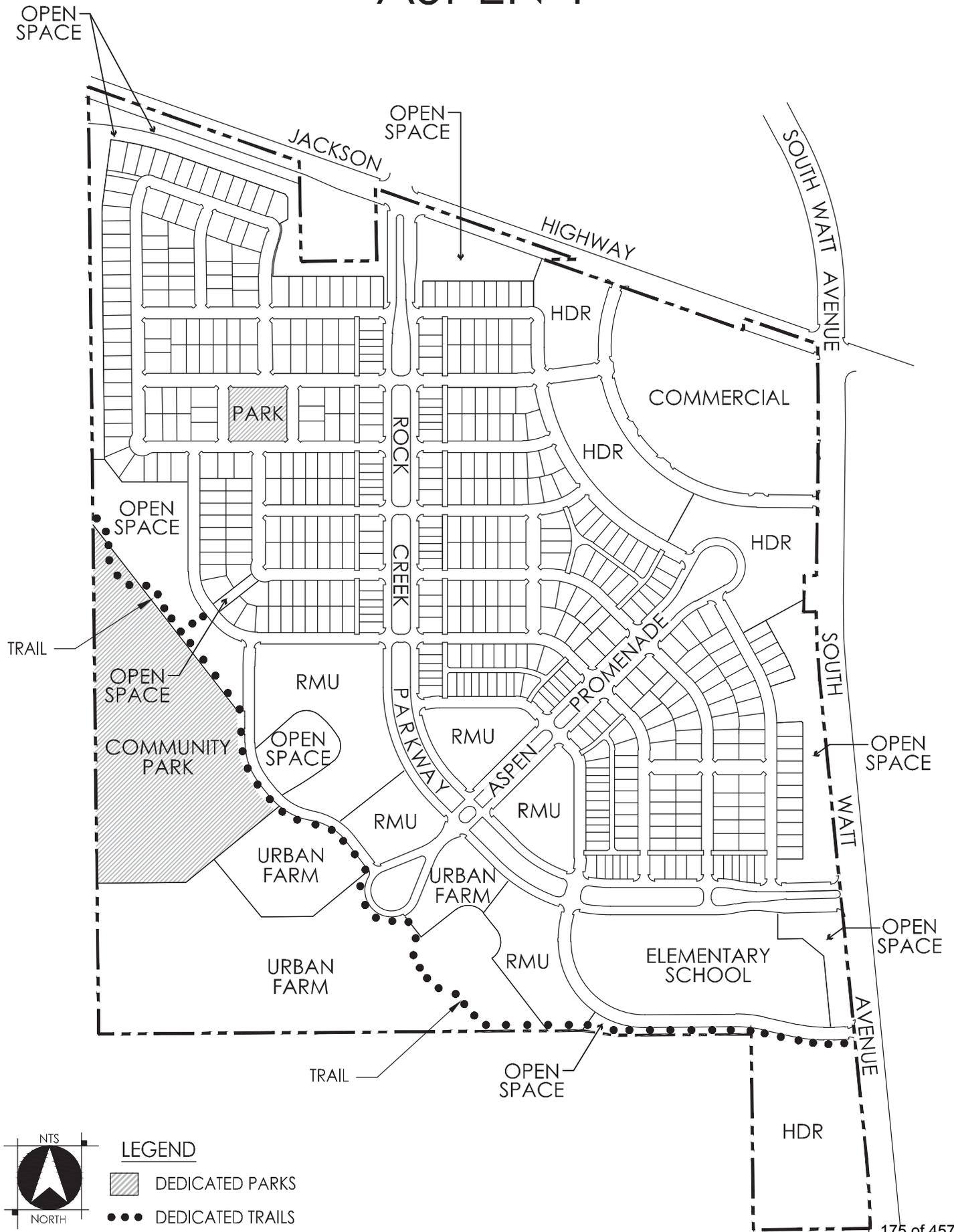
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EXHIBIT F-2B

DEDICATED PARKS AND TRAILS

DEDICATED PARKS AND TRAILS

ASPEN 1

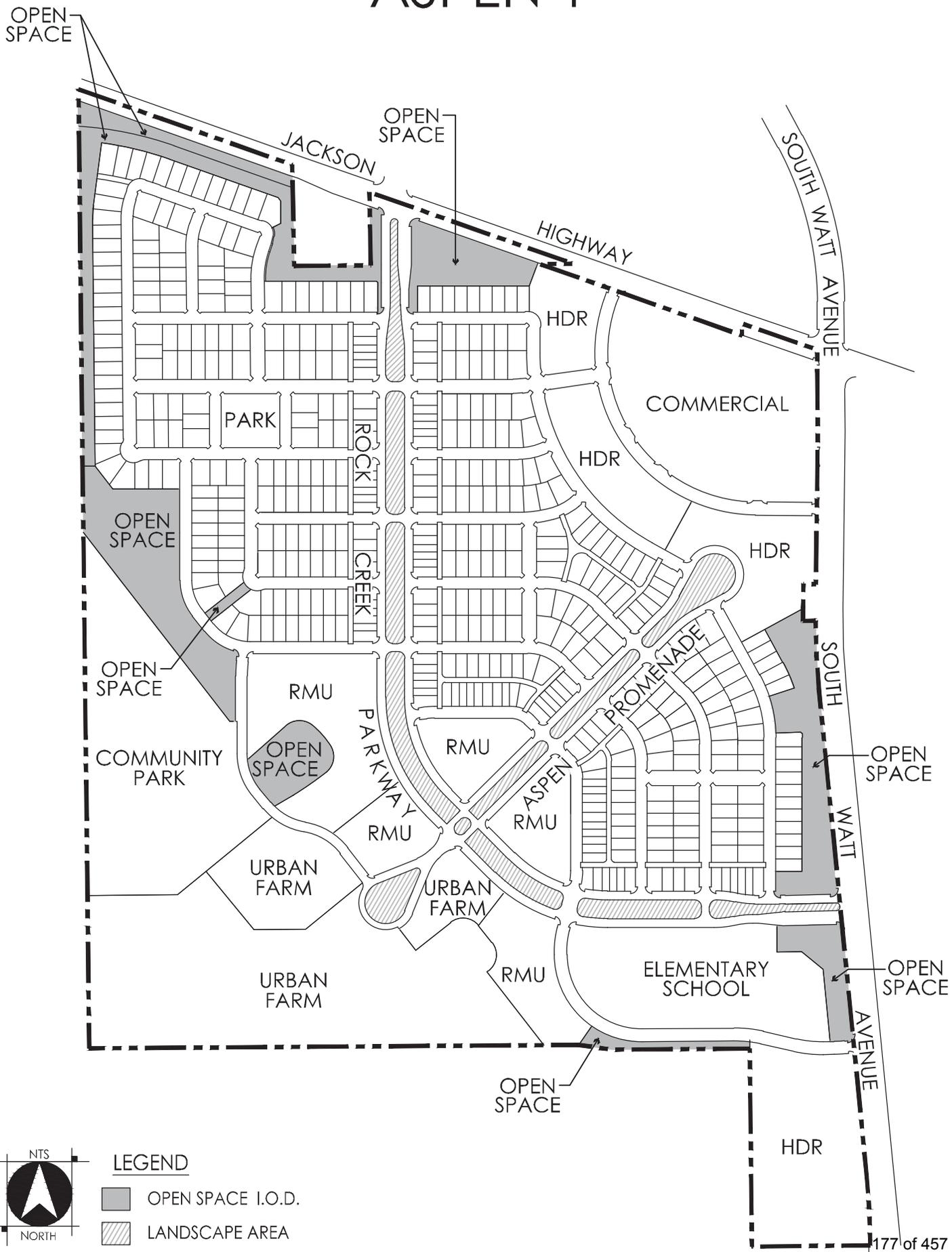


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EXHIBIT F-2C

PUBLIC FACILITIES TO BE DEDICATED

EXHIBIT F2-C PUBLIC FACILITIES TO BE DEDICATED ASPEN 1



- LEGEND**
- OPEN SPACE I.O.D.
 - LANDSCAPE AREA

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EXHIBIT G
IRREVOCABLE OFFER OF DEDICATION FORM

SEE ATTACHED

WORKING DRAFT 07/07/15

*Recording Requested by and Benefiting
the City of Sacramento, a Government Entity –
No Fee Required per Government Code § 6103*

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

City Clerk
City of Sacramento
915 I Street (Historic City Hall)
Sacramento, CA 95814

SPACE ABOVE THIS LINE FOR RECORDER’S USE ONLY

**IRREVOCABLE OFFER TO DEDICATE
(IN FEE OR EASEMENT)**

_____, a _____, (“GRANTOR”) hereby irrevocably offers to dedicate in (fee or easement) to the CITY OF SACRAMENTO, a municipal corporation (“CITY”), that certain real property (“Property”) in the City of Sacramento, County of Sacramento, State of California, described as follows:

See Exhibit A, legal description, and Exhibit B, exhibit map, attached hereto and made a part hereof.

GRANTOR, for itself, its successors and assigns hereby waives any claims for any and all damages which: (i) will accrue to the remaining property of the undersigned by reason of its severance from that portion the Property subject to this offer to dedicate, (ii) taking compensation, if any, or (iii) damages on account of the location, establishment, construction or operation of the public facilities to be located on the Property. The foregoing waivers shall include any and all rights or claims that GRANTOR may have under Article 1, Section 19 of the California Constitution, the Eminent Domain Law, or any other law or regulation. GRANTOR acknowledges for itself, its successors and assigns that it has been advised to seek the advice of counsel on the issue of waiver of severance and other damages, and has either done so or has chosen not to do so despite being given such advice.

GRANTOR acknowledges and agrees as follows:

1. This offer is given pursuant to Government Code section 7050, and is irrevocable upon its recordation in the office of the County Recorder, County of Sacramento.
2. This offer may be accepted at any time by the City Council of CITY. This offer may be terminated only in the manner specified in the Streets and Highways Code, commencing at section 8300, for summary vacation of streets or highways.

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3. CITY assumes no responsibility or liability whatsoever with respect to the Property or occurrences thereon, as a consequence of the offer set forth herein.
4. GRANTOR shall not create, nor permit to be created, any lien, encumbrance or other title impediment of any sort or nature on or affecting the Property.
5. At the time CITY accepts this offer, GRANTOR shall insure that the Property is free and clear of all rights, restrictions, easements, impediments, encumbrances, liens, assessments or other security interests of any kind, except (a) easements or rights-of-way for public utilities, if any, and (b) item which CITY has expressly consented in writing, if any.
6. If there are improvements upon the Property placed thereon either before or after this offer is recorded, GRANTOR shall have full legal responsibility, without cost to CITY, to remove such improvements, if this offer is accepted by CITY.
7. To the best of GRANTOR's knowledge, there are no notices or other information giving GRANTOR reason to believe that any conditions existing on the Property or in the vicinity thereof subject or could subject an owner of the Property to potential liabilities under any federal, state or local law, statute, ordinance, regulation, rule, order, decree, or other governmental requirement that pertains to the regulation of Hazardous Substances and/or the protection of public health and safety or the environment, including, but not limited to, the ambient air, soil, soil vapor, groundwater, surface water or land use. As used in this offer, the term "Hazardous Substances" means any substance, material, waste or other pollutant or contaminant that is or becomes designated, classified and/or regulated as hazardous or toxic under any federal, state or local law, statute, ordinance, regulation, rule, order, decree, or other governmental requirement now in effect or later enacted. Any liability associated with the presence of any Hazardous Substances on or adjacent to any portion of the Property shall be governed by the provisions of section 8 below, regardless of whether any inspection, examination, sampling, testing, assessment or other investigation is conducted by CITY prior to acceptance of the offer.
8. GRANTOR agrees and covenants to indemnify and defend CITY and its officers, employees and agents, harmless from and against any and all liabilities, penalties, losses, damages, costs, expenses (including reasonable attorneys' fees, whether for outside or staff counsel), causes of action, claims, or judgments that arise by reason of any death, bodily injury, personal injury, property damage, or violation of any law or regulation resulting from any acts or omissions related to the presence, use, storage, treatment, transportation, release, or disposal of Hazardous Substances on or about any portion of the Property as long as the Property is used by CITY for the purpose for which it was dedicated. GRANTOR further agrees and understands that CITY does not, and shall not be deemed to, waive any rights against GRANTOR which it may have by reason of the aforesaid indemnity and hold harmless agreement because of any insurance coverage

WORKING DRAFT 07/07/15

available to CITY. The provisions of this Section 8 shall survive the acceptance of the Property by CITY hereunder.

- 9. This offer is made by GRANTOR for itself, its heirs, successors and assigns, and shall be fully binding on such heirs, successors and assigns.

GRANTOR represents and warrants that the GRANTOR owns the entire fee interest in the Property and therefore has the legal right to execute this offer. The individual executing this offer on behalf of GRANTOR represents and warrants that he or she has been authorized to do so by GRANTOR and that GRANTOR shall thereby be obligated to perform the terms of this offer.

IN WITNESS WHEREOF, GRANTOR has executed this offer on the date set forth below.

GRANTOR(s):

By: _____

Title:

Print Name:

Date: _____

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EXHIBIT H
RESERVATION AGREEMENT FORM

SEE ATTACHED

WORKING DRAFT 07/07/15

*Recording Requested by and Benefiting
The City of Sacramento, a Government Entity –
No Fee Required per Government Code § 6103*

Documentary Transfer Tax Not Required:
Revenue and Taxation Code ' 11922

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

City Clerk
City of Sacramento
915 I Street (Historic City Hall)
Sacramento, CA 95814

RESERVATION OF REAL PROPERTY AGREEMENT

THIS RESERVATION AGREEMENT (herein "this Agreement") is entered into this _____ day of _____, 20__, (the "Effective Date") by and between _____ (herein "LANDOWNERS") and _____ (herein "PUBLIC AGENCY").

RECITALS

A. LANDOWNERS have entered into a Development Agreement (herein "the Development Agreement") dated _____, with the City of Sacramento, pursuant to which LANDOWNERS agreed to develop certain property more particularly described in the Development Agreement located in the _____ Community Plan Area, subject to certain conditions and obligations set forth in the Development Agreement.

B. Pursuant to the Development Agreement, LANDOWNERS are required to reserve a portion of the Property (herein "the Reservation Parcel") for the future development by PUBLIC AGENCY of specified public facilities.

C. The purpose of this Reservation Agreement is to specify the purchase price and schedule for acquisition of the Reservation Parcel.

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AGREEMENT

NOW, THEREFORE, LANDOWNERS AND PUBLIC AGENCY HEREBY AGREE AS FOLLOWS:

1. Property Ownership

LANDOWNERS hereby certify that they are the owner in fee title of the real property situated in the City of Sacramento as depicted in Exhibit A, which is attached hereto and incorporated herein by this reference ("Property").

2. Consideration for Reservation

LANDOWNERS' offer to reserve a portion of the Development Property for future sale to PUBLIC AGENCY as described herein is made in furtherance of a condition of approval by the City of Sacramento for LANDOWNER to develop the Property.

3. Reservation Parcel

Subject to the conditions set forth herein, LANDOWNERS shall designate, set aside, and irrevocably offer to sell to PUBLIC AGENCY for _____ purposes a portion of the Property consisting of _____ as the Reservation Parcel, which is depicted on Exhibit A and described in Exhibit B, which is attached hereto and incorporated herein by this reference. If a conflict between Exhibits A and B, Exhibit B shall prevail.

4. Purchase Price

In accordance with Government Code section 66480, the purchase price for the Reservation Parcel shall be based on the fair market value of the property at the time of the filing of the tentative map that encompasses the Reservation Parcel, plus the taxes paid and any other costs incurred by LANDOWNERS for the maintenance of the Reservation Parcel, including interest costs incurred on any loan covering the Reservation Parcel, from the date of filing of the referenced tentative map to the date of acquisition.

5. Documents and Agreements

At the time of filing the tentative map that encompasses the Reservation Parcel, the LANDOWNERS shall provide PUBLIC AGENCY the following documents that were prepared within the prior six months: (i) an appraisal of the fair market value of the Reservation Parcel prepared by a licensed MAI appraiser, (ii) a phase I environmental site assessment of the Reservation Parcel, (iii) a preliminary title report for the

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Reservation Parcel, and a (iv) a form purchase and sale agreement for transfer of title to the Reservation Parcel.

6. Acquisition Schedule

In accordance with Government Code section 66480, PUBLIC AGENCY shall have two years from the date of the filing of the final subdivision or parcel map that encompasses the Reservation Parcel, and such longer period if LANDOWNERS are obligated to complete improvements to the Reservation Parcel and such improvements are not completed within the referenced two year period, to close escrow to acquire the Reservation Parcel. This period of time may be extended by mutual agreement of the parties.

7. Acquisition of Reservation Parcel

LANDOWNERS shall negotiate with PUBLIC AGENCY in good faith to determine the fair market value of the Reservation Parcel, the purchase price, and reasonable terms and conditions of the purchase and sale agreement. PUBLIC AGENCY shall have the sole and absolute discretion to determine whether to purchase the Reservation Parcel at the price and based on the terms and condition in this Agreement and the documents referenced in Section 5, above. Nothing contained in this Agreement shall be construed as binding the PUBLIC AGENCY to purchase the Reservation Parcel.

8. Encumbrances and Improvements

From the date of this Agreement and until PUBLIC AGENCY acquires the Reservation Parcel, or provides written notice to LANDOWNERS of PUBLIC AGENCY's determination to terminate this Agreement and release LANDOWNERS from their obligation to set aside the Reservation Parcel for acquisition by PUBLIC AGENCY, LANDOWNERS shall not construct or cause to be constructed on the Reservation Parcel: (i) any structures, including, without limitation, buildings, driveways, or signs; (ii) any utilities not existing on the Reservation Parcel as of the Effective Date of this Agreement; or (iii) the planting of any trees, although Reservation Parcel may be landscaped.

9. Hazardous Substances

To the best of LANDOWNERS' knowledge, there are no notices or other information giving LANDOWNERS reason to believe that any conditions existing on the Reservation Parcel or in the vicinity thereof subject or could subject an owner of the Reservation Parcel to potential liabilities under any federal, state or local law, statute, ordinance, regulation, rule, order, decree, or other governmental requirement that pertains to the regulation of Hazardous Substances and/or the protection of public health and safety or the environment, including, but not limited to, the ambient air, soil, soil vapor, groundwater, surface water or land use. As used in this offer, the term "Hazardous Substances" means any substance, material, waste or other pollutant or contaminant that

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is or becomes designated, classified and/or regulated as hazardous or toxic under any federal, state or local law, statute, ordinance, regulation, rule, order, decree, or other governmental requirement now in effect or later enacted. Any liability associated with the presence of any Hazardous Substances on or adjacent to any portion of the Reservation Parcel shall be governed by the provisions of Section 10 below, regardless of whether any inspection, examination, sampling, testing, assessment or other investigation is conducted by PUBLIC AGENCY prior to close of escrow.

10. Hazardous Substances Indemnity

LANDOWNERS agree and covenant to indemnify and defend PUBLIC AGENCY and its officers, employees and agents, harmless from and against any and all liabilities, penalties, losses, damages, costs, expenses (including reasonable attorneys' fees, whether for outside or staff counsel), causes of action, claims, or judgments that arise by reason of any death, bodily injury, personal injury, property damage, or violation of any law or regulation resulting from any acts or omissions related to the presence, use, storage, treatment, transportation, release, or disposal of Hazardous Substances on or about any portion of the Reservation Parcel. LANDOWNERS further agree and understand that PUBLIC AGENCY does not, and shall not be deemed to, waive any rights against LANDOWNERS which it may have by reason of the aforesaid indemnity and hold harmless agreement because of any insurance coverage available to PUBLIC AGENCY. The provisions of this Section 10 shall survive the transfer to title of the Reservation Parcel to PUBLIC AGENCY hereunder.

11. Notices

All notices required or provided for under this Agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the principal offices of the PUBLIC AGENCY and LANDOWNERS or LANDOWNERS' assigns and successors, and to Lender, if applicable. Notice shall be effective on the date delivered in person, or the date when received if such notice was mailed to the address of the other party as indicated below:

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Notice to the PUBLIC AGENCY: _____

Notice to the LANDOWNER: _____

Notice to Lender: _____

Any party may change the address to which notices are to be mailed by giving written notice of such changed address to each other party in the manner provided herein.

12. Successors and Assigns

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

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

LANDOWNERS:

By: _____

PUBLIC AGENCY:

By: _____

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EXHIBIT I
ASSIGNMENT AND ASSUMPTION AGREEMENT FORM

SEE ATTACHED

WORKING DRAFT 07/07/15

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (herein "this Assignment") is entered into this _____ day of _____, 20____, by and between _____, a _____ (hereinafter the "LANDOWNERS"), and _____, a _____ (hereinafter "ASSIGNEE. The LANDOWNERS and ASSIGNEE hereinafter may be referred to collectively as the "Parties" or in the singular as "Party," as the context requires.

RECITALS

A. LANDOWNERS have entered into a Development Agreement with the City of Sacramento dated _____ (herein "the Development Agreement"), pursuant to which LANDOWNERS obtained vested rights to develop certain property as more particularly described in the Development Agreement (herein "the Property") for the project referred to as _____ (herein "the Project"), subject to LANDOWNERS' compliance with certain conditions and obligations set forth in the Development Agreement.

B. LANDOWNERS intend to transfer a portion of the Property to ASSIGNEE (herein the "Assigned Parcel(s)") under the terms of a written agreement between LANDOWNERS and ASSIGNEE dated _____ (the "Exchange Agreement").

C. LANDOWNERS have agreed to assign to ASSIGNEE, and ASSIGNEE has agreed to assume from LANDOWNERS, all of the rights and obligations under the Development Agreement as they relate to the Assigned Parcel (s).

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals which are specifically incorporated into the body of this Assignment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Effective Date; Termination. This Assignment shall be effective as of the "Closing Date," as defined in the Exchange Agreement (the "Effective Date"). If the Exchange Agreement terminates prior to the closing thereunder, this Assignment shall automatically terminate and the Parties shall have no further obligations hereunder.

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2. Assignment and Assumption. As of the Effective Date, LANDOWNERS hereby assign and transfer to ASSIGNEE any and all of LANDOWNERS' rights under the Development Agreement as they relate to the Assigned Parcel(s), and ASSIGNEE hereby accepts and assumes all of the duties and obligations of LANDOWNERS under the Development Agreement as they relate to the Assigned Parcel(s). ASSIGNEE hereby agrees to observe and fully perform all of the duties and obligations of LANDOWNERS under the Development Agreement, and to be subject to all of the terms and conditions thereof, with respect to the Assigned Parcel(s).

3. Assumption Terms and Conditions. LANDOWNERS and ASSIGNEE understand and agree that this Assignment is subject in particular to Section 2.6 of the Development Agreement, which reads as follows:

“2.6 **Assignment.**

2.6.1 **Right to Assign.** LANDOWNERS shall have the right to freely sell, alienate, transfer, assign, lease, license and otherwise convey all or any portion of the Property and improvements thereon as part of a contemporaneous and related sale, assignment or transfer of its interests in the Property, or any portion thereof, without the consent of CITY; provided that no partial transfer shall be permitted to cause a violation of the Subdivision Map Act (Government Code § 66410 et seq.). LANDOWNERS shall notify CITY of any sale, transfer or assignment of all of LANDOWNERS' interests in all or any portion of the Property by providing written notice thereof to CITY in the manner provided in Section 9.2 not later than thirty (30) days before the effective date of such sale, transfer or assignment. LANDOWNERS' failure to provide such notice to CITY shall not invalidate such sale, transfer or assignment; however, any successor in interest in ownership of all or a portion of the Property shall not benefit from the Vested Rights conferred herein without executing and delivering to CITY an Assignment and Assumption Agreement.

2.6.2 **Release.** LANDOWNERS shall remain obligated to perform all of terms and conditions of this Agreement unless the purchaser, transferee or Assignee delivers to CITY a fully executed Assignment and Assumption Agreement to assume all of the obligations of LANDOWNERS under this Agreement and to comply with all of the terms and conditions of this Agreement with respect to the Property, or such portion thereof sold, transferred or assigned, for Development of the Project. Upon such execution and delivery of the Assignment and Assumption Agreement, CITY shall release LANDOWNERS from all duties, liabilities and obligations under this Development Agreement with respect to the interest(s) sold, assigned or transferred only if LANDOWNERS are not in default under this Agreement as of the effective date of the Assignment.

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2.6.3 **Assignees.** The Assignee shall be obligated and bound by the terms and conditions of this Agreement if it executes the Assignment and Assumption Agreement, and shall be the beneficiary hereof and a party hereto, only with respect to the Property, or such portion thereof, sold, assigned, or transferred to Assignee by LANDOWNERS. The Assignee shall observe and fully perform all of the duties and obligations of LANDOWNERS under this Agreement, as such duties and obligations pertain to the portion of the Property sold, assigned, or transferred. CITY shall release Assignee from all duties, liabilities and obligations under this Development Agreement of LANDOWNERS with respect to the interest(s) that are not sold, assigned or transferred to Assignee. Any such assumption agreement shall be deemed to be to the satisfaction of the City Attorney if executed substantially in form of the Assignment and Assumption Agreement attached hereto as Exhibit I and incorporated herein by this reference, or such other form as shall be proposed by LANDOWNERS and approved by the City Attorney prior to the effective date of the assignment.”

4. **Assignee Development Agreement.** At the request of the City, ASSIGNEE agrees to enter into a separate development agreement with respect to the Assigned Parcel(s) in accordance with the same terms and conditions as set out in the Development Agreement, subject only to those changes in the Development Agreement that are mutually agreed to by both City and ASSIGNEE, and subject to processing of the approval of that development agreement in accordance with City’s Procedural Ordinance.

5. **No Cross-Default.** The Parties acknowledge and agree that the respective obligations of LANDOWNERS and ASSIGNEE under the Development Agreement shall be separate and independent from one another, such that a default by LANDOWNERS of any of the LANDOWNERS’ duties and obligations will not constitute a default under the Development Agreement by ASSIGNEE, and a default by ASSIGNEE of any of the ASSIGNEE’s duties and obligations will not constitute a default under the Development Agreement by LANDOWNERS, and the City’s rights and remedies under the Development Agreement shall apply only to the Party, and the Property or Assigned Parcel(s), that is the subject of the default. Any duties and obligations under the Development Agreement that apply to both the Property and the Assigned Parcel(s) must be complied with by both LANDOWNERS and ASSIGNEE, but as separate obligations.

6. **Successors and Assigns.** All of the covenants, terms and conditions set forth in this Assignment shall be binding upon and shall inure to the benefit of the Parties and to their respective heirs, successors and assigns.

7. **Legal Advice.** ASSIGNEE agrees that it has read, and has sought and received all required legal and other expert consultation with regard to the duties and obligations set out in the Development Agreement to which ASSIGNEE is hereby bound, and fully understands all of its terms and conditions. ASSIGNEE further agrees that: (i) LANDOWNERS have furnished ASSIGNEE with a copy of all documents and materials containing or relating to terms and conditions of development of the Assigned Parcel(s); (ii) ASSIGNEE has read and understands

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all of the terms and conditions of said documents and materials; and (iii) with such knowledge and understanding, which includes the nature and extent of the fees, taxes, assessments and other public financing mechanisms and obligations inherent in such documents and materials, nevertheless has voluntarily, freely and knowingly assumed and agreed to perform all of obligations and requirements, and be bound by all of the provisions of such documents and materials, in addition to the express terms and conditions of the Development Agreement.

8. Representations; Entire Agreement. ASSIGNEE hereby affirms and acknowledges that City has not made any representations, commitments or promises to ASSIGNEE that are contrary to or different from the express terms and conditions of the Development Agreement, unless such terms and conditions have been set forth in writing and approved by ASSIGNEE and the City Council prior to the execution of this Assignment. This Assignment contains the entire agreement of the Parties, no other understanding whether verbal, written or otherwise exists between the Parties, and no prior verbal or written communications regarding this Assignment shall be binding on any Party.

9. Further Assurances. The Parties agree to execute all such additional instruments and documents and to take all such additional actions, as may be reasonable and necessary to carry out the provisions of this Assignment.

10. Notices. All notices required or provided for under this Assignment shall be in writing and delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the principal offices of the other Parties and to Lender, if applicable. Notice shall be effective on the date delivered in person, or the date when received if such notice was mailed to the address of the other Party(ies) as indicated below:

Notice to the LANDOWNERS: _____

Notice to the ASSIGNEE: _____

Notice to Lender: _____

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Any Party may change the address to which notices are to be mailed by giving written notice of such changed address to each other Party(ies) in the manner provided herein.

11. Governing Law. The Assignment shall be governed by and construed in accordance with the laws of the State of California.

12. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original (including copies sent to a Party by facsimile transmission) as against the Party signing such counterpart, but which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Assignment as of the date and year first above written.

By: _____
LANDOWNERS

By: _____
ASSIGNEE

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EXHIBIT J

SPECIAL CONDITIONS

I. PURPOSE AND INTENT

The definitions applicable to the body of the Agreement shall apply to this Exhibit J. Under no circumstances can Development of the Property proceed without satisfaction of the conditions specified in this Exhibit J. These Special Conditions shall constitute binding and legally enforceable obligations of LANDOWNERS and their successors and assigns, and binding and legally enforceable requirements and conditions for the Development of the Property for the Project, in addition to other obligations, requirements and conditions imposed as set out in the Agreement.

II. PARTIES' OBLIGATIONS

A. Vested Rights of Existing Uses.

The CITY hereby acknowledges that the Vested Rights granted the LANDOWNERS pursuant to Section 3.0 of this Agreement include existing uses that are addressed in the New Brighton SPD. These uses include all industrial and agricultural uses existing in the New Brighton SPD that become nonconforming upon rezoning with the New Brighton SPD suffix. Existing uses are: Surface mining and reclamation; Aggregate pre-wash facility; Conveyor line and related facilities; Soil drying beds and ponds; Water ponds and related facilities; and, Agricultural fields; as well as all then existing buildings, structures, and equipment. These industrial operations may continue in operation, and shall not be subject to Chapter 17.232 of the Planning and Development Code with respect to additions, enlargements, relocation, repair and reconstruction, change to another nonconforming use, or discontinuance, until such time as the use is transitioned to the land uses established in the New Brighton SPD.

B. Fair Share Contributions to Regional Facilities.

1. California Department Of Transportation Facilities

LANDOWNERS hereby agree to pay their "fair share" for impacts to state highway facilities from the Aspen 1 New Brighton Project. LANDOWNERS agree to either pay a state highway facilities impact fee developed as part of the Jackson Highway Corridor Joint Traffic Impact Study subject to approval by Caltrans and the City of Sacramento, or pay a fair share fee at the time of building permits based upon either

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Table 1 or 2 as negotiated with Caltrans and the City. Prior to the issuance of the first building permit, LANDOWNERS shall provide notice to the CITY as to which Table, LANDOWNERS will be using and that shall be the fee table through the build out of the project.

Table 1 - Aspen 1 US 50 HOV Lane Fair Share Cost by PM Peak Hour Trips					
Land Use	Quantity	External PM Peak Hour Trips¹	Percent Total External Trips	Share of HOV Lane Cost	Cost per Quantity
S.F. Residential	482 DU	326	20.5%	\$82,595	\$171.36
M.F. Residential	783 DU	370	23.2%	\$93,743	\$119.72
Office	75 ksf	79	5.0%	\$20,015	\$266.87
Retail	120 ksf	819	51.4%	\$207,501	\$1,729.18
Total		1,594		\$403,855	
Notes: 1 = Table 5.10-15 Draft EIR Aspen 1 - New Brighton, July 2012. Distribution of costs based upon PM Peak Hour net external trips. School site exempted.					
DU = Dwelling Unit ksf = 1,000 square feet					

Table 2 - Aspen 1 US 50 HOV Lane Fair Share Cost - Reduced Retail Share					
Land Use	Quantity	External PM Peak Hour Trips¹	Percent Total External Trips	Share of HOV Lane Cost	Cost per Quantity
S.F. Residential	482 DU	326	41.7%	\$168,407	\$349.39
M.F. Residential	783 DU	370	47.3%	\$191,023	\$243.96
Office	75 ksf	79	5.0%	\$20,015	\$266.87
Retail	120 ksf	819	6.0%	\$24,231	\$201.93
Total		1,594		\$403,855	

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Notes: 1 = Table 5.10-15 Draft EIR Aspen 1 - New Brighton, July 2012. Distribution of costs based upon PM Peak Hour net external trips with an adjustment made to reduce impact on retail. School site exempted.

DU = Dwelling Unit ksf = 1,000 square feet

2. Transit

LANDOWNERS hereby agree that as a condition of issuance of building permits on the project, the applicant shall have a transportation management plan approved by the City that addresses transit connectivity to light rail and/or Hi-Bus transit service. The plan shall include a funding component for transit service operations. However, this condition shall not apply if the project site has been included in a new special district formed to help finance transit connectivity improvements and services to light rail and/or Hi-Bus from within the Aspen 1 project area, annexed to an existing special district for the same purpose or the applicant has otherwise provided, to the City's satisfaction, for finance of such transit connectivity.

C. Evidence of Achieving Urban Level of Flood Protection By 2025

Prior to approval of any final map, LANDOWNERS shall submit substantial evidence to the CITY that either flood control mechanisms exist or will exist by 2025 that result in an urban level of flood protection for the property being developed pursuant to the final map being approved.

RESOLUTION NO.

Adopted by the Sacramento City Council

INTITIATING THE ASPEN 1 ANNEXATION (REORGANIZATION) (P09-038 AND M09-032)

APN: 063-0014-002, 003, 005, 006; 063-0053-001

BACKGROUND

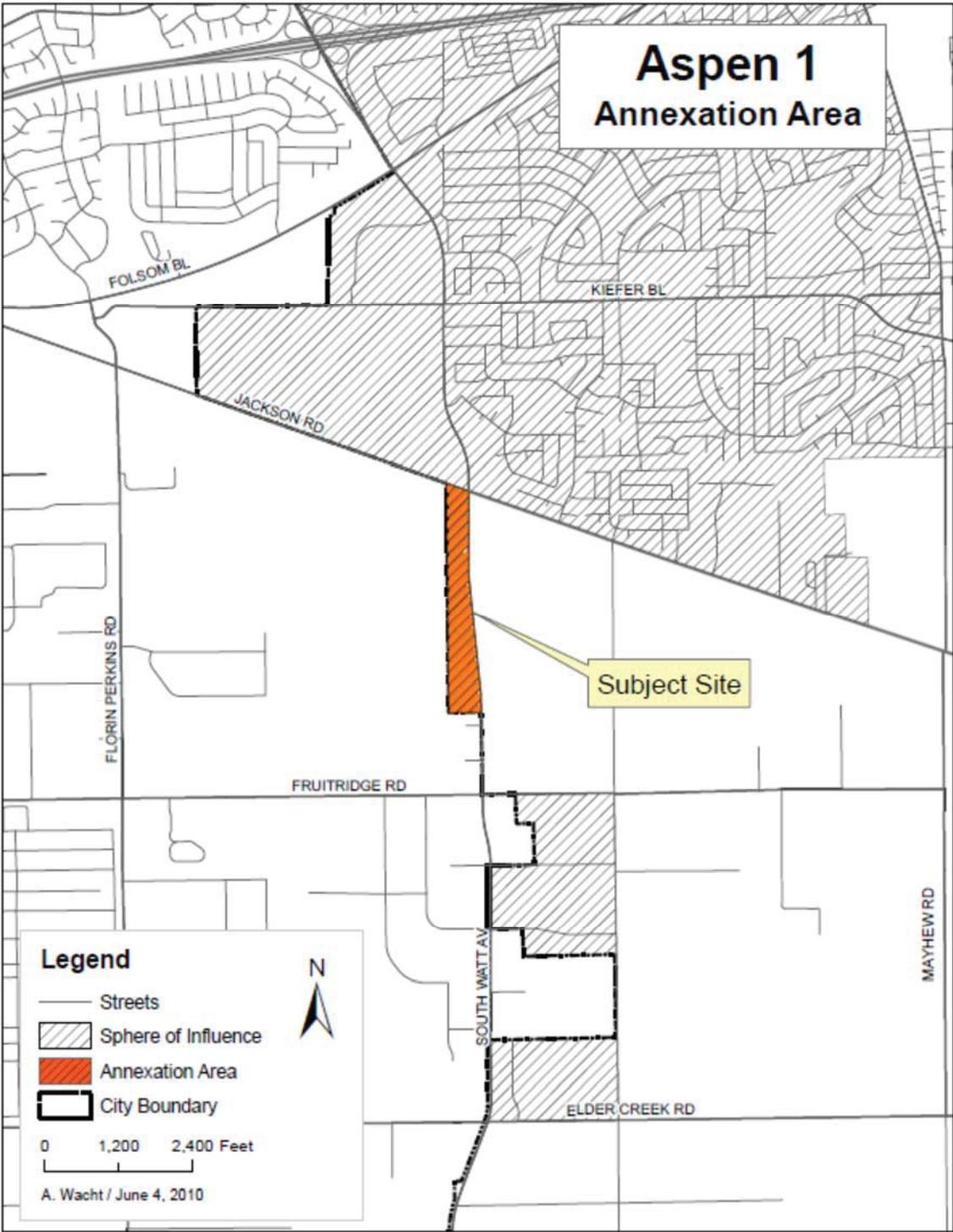
- A. The City Planning Commission conducted a public hearing on July 16, 2015, and the City Council conducted a public hearing on November 10, 2015, concerning the above annexation (reorganization).
1. This action of reorganization is being taken pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (Government Code Section 56700 et. seq.).
 2. This reorganization is the Annexation to City of Sacramento and Detachment from the following: Cordova Recreation and Parks District; Sacramento Metropolitan Fire District; County Service Area #1; and Sacramento County Water Maintenance District Zone #40.
 3. The exterior boundaries of the affected territory subject to this reorganization is attached hereto as Exhibits A, and incorporated herein by reference.
 4. The reasons for the reorganization are as follows:
 - a. The affected territory is within the Sphere of Influence of the City.
 - b. The annexation represents a logical and reasonable extension of the City boundaries since it is surrounded on the south, east, and west by the existing City limits;
 - c. The annexation would facilitate the more efficient provision of municipal services, including compliance with uniform City planning and development standards; and
 - d. The annexation will provide greater protection from inappropriate land uses adjacent to existing land uses.
 5. The regular County Assessment Roll will be utilized.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

Section 1. The City Council of the City of Sacramento hereby initiates the reorganization described above, and requests that proceedings be taken for the proposal pursuant to Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (Government Code Section 56700, et al).

Table of Contents:

Exhibit A Aspen 1 Annexation Map



RESOLUTION NO.

ADOPTED BY THE SACRAMENTO CITY COUNCIL

**APPROVAL OF WATER SUPPLY ASSESSMENT FOR THE PROPOSED ASPEN 1
PLANNED UNIT DEVELOPMENT PROJECT**

BACKGROUND

- A. State law (Water Code Section 10910) requires a water supply and demand analysis (Water Supply Assessment) for development projects of a certain size or type, which would include the Aspen 1 Project, based on the City's Urban Water Management Plan.
- B. The Water Supply Assessment evaluates projected water supplies, determined to be available by the City for the project during normal, single dry and multiple dry years over a 20 year period. The City prepared the Water Supply Assessment for the Aspen 1 Project.
- C. On July 16, 2015, the City Planning and Design Commission held a noticed public hearing on the Aspen 1 Project in accordance with Government Code Sections 65353 and 65453, received and considered evidence, and forwarded to the City Council a recommendation to adopt the entitlements for the project.
- D. On November 10, 2015 the City Council conducted a noticed public hearing in accordance with Government Code Sections 65355 and 65453, considered the Environmental Impact Report, and received and considered evidence concerning the entitlements for the project.

**BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL
RESOLVES AS FOLLOWS:**

Section 1. The Water Supply Assessment for the proposed Aspen 1 Planned Unit Development Project, dated July 9, 2015 and attached hereto, is approved.

**City of Sacramento
SB 610/SB 221 Water Supply Assessment and Certification Form**

This form may be used to complete water supply assessments for projects located in an area covered by the City's most recent Urban Water Management Plan.

Note: Please do not use this form if the projected water demand for your project area was not included in the City's latest Urban Water Management Plan. To review the City's Urban Water Management Plan, please visit:
<http://www.cityofsacramento.org/utilities/urbanwater/index.html>

Project: Aspen 1 (New Brighton)

Date: July 9, 2015

Project Applicant (Name of Company): Stonebridge Properties, LLC

Applicant Contact (Name of Individual): Mike Isle

Phone Number: (916) 484-3237

E-mail: misle@teichert.com

Address: 3600 American River Drive, Suite 160, Sacramento, CA 95864

Project Applicant to fill in the following:

- Does the project include:

Type of Development	Yes	No
A proposed residential development of 500 or more dwelling units	X	
A shopping Center employing more than 1,000 persons or having more than 500,000 square feet?		X
A Commercial Office building employing more than 1,000 persons or having more than 250,000 square feet?		X
A proposed hotel or motel, or both, having more than 500 rooms		X
A proposed industrial, manufacturing, or processing plant or industrial park planned to house more than 1,000 persons, occupying more than 40 acres of land, or having more than 650,000 square feet of floor area		X
A mixed use project that includes one or more of the projects specified above		X
A project that would demand an amount of water equivalent to, or greater than, the water required by a 500 dwelling unit project	X	

If the answer is no to all of the above, a water supply assessment is not required for the project.

2. Is the projected water demand for the project location included in the City's 2010 Urban Water Management Plan, adopted October 18, 2011?

Yes: X

No: _____

If the answer is no, you cannot use this form. Please refer to the requirements of SB 610 for preparing a water supply assessment.

3. Please fill in the project demands below:

Type of Development	Land Use Category	Demand Factor		Proposed Development			Current Zoning		
		Residential Water Use Factor, afy/dwelling unit	Non-Residential Water Use Factor, afy/employee	Number Dwelling Units	Number Employees	Total Demand	Number Dwelling Units	Number Employees	Total Demand
Residential - Low	Rural Residential (RR)	.61	.09						
	Suburban Neighborhood Low Density (SNLD)								
	Traditional Neighborhood Low Density (TLDR)								
Residential - Medium	Suburban Neighborhood Medium Density (SMDR)	.39	.09						
	Urban Neighborhood Low Density (ULDR)								
Residential - High	Suburban Neighborhood High Density (SHDR)	.12	.04						
	Traditional Neighborhood Medium Density (TMDR)			860		103.2			
	Urban Neighborhood Medium Density (UMDR)								
	Traditional Neighborhood High Density (THDR)								
Mixed Use	Employment Center Mid Rise (ECMR)	.19	.09						
	Suburban Center (SCnt)			455	3500	401			
	Suburban Corridor (Scor)								
	Traditional Center (TCnt)								

Mixed Use - Higher Density	Urban Center High (UCntHigh)	.15	.04						
	Urban Center Low (UcntLow)								
	Urban Corridor High (UCorHigh)								
	Urban Corridor Low (UCorLow)								
Central Business District	Central Business District (CBD)	.15	.02						
	Urban Neighborhood High Density (UHDR)								
Commercial	Regional Commercial (RC)	.15	.09						
	Employment Center Low Rise (ECLR)								
Industrial	Industrial (IND)		.14						
Public	Public/Quasi-Public (PUB)	.37	.17						
Park	Parks and Recreation (PRK)	.37	.17						
Open Space	Open Space (OS)	0	0						
Other	26.7 Acres of Urban Farm @ 3.6 ACFT/AC/Yr	3.6		26.7		96			
Other	9.8 acre Elementary School @ 1.5 acft/ac/yr	1.5		9.8		15			
Other	16.6 Ac Park @ 3 acft/ac/yr	3		16.6		50			
Total Demand (AFY)						665			

4. Required Elements of Water Supply Assessment (Water Code § 10910)

- A. Water supply entitlements, water rights or water service contracts (Water Code § 10910(d)):

The City's water supply entitlements, water rights and water service contract are identified and discussed in the Urban Water Management Plan, Chapters 4, and 5.

All infrastructure necessary to deliver a water supply to the project is in place, excepting any distribution facilities required to be constructed and financed by the project applicant: Yes: _____ No: X

B. Identification of other sources of water supply if no water has been received under City's existing entitlements, water rights or water service contracts (Water Code § 10910(e)):

Not applicable.

C. Information and analysis pertaining to groundwater supply (Water Code § 10910(f)):

Addressed by Urban Water Management Plan, Chapters 2, 4 and 5.

Verification of Water Supply
(for residential development of more than 500 dwelling units)

Based on the City's most recent Urban Water Management Plan, are there sufficient water supplies for the project during normal, single dry and multiple dry years over a 20 year period?

Yes: X

No: _____

By: Brett Ewart

Title: Senior Engineer

Date: 7/13/2015

**Brett
Ewart, PE**

Digitally signed by Brett Ewart, PE
DN: cn=Brett Ewart, PE, o=DOU, ou=Water Resources and Engineering, email=bewart@cityofsacramento.org, c=US
Date: 2015.07.13 11:48:54 -07'00'

This box to be filled in by the City

Distribution:

- Applicant
- Development Services Department (Org: 4913) – Assigned Planner (Antonio Ablog)
- Utilities Department (Org: 3334) - Development Review (Tony Bertrand)
- Utilities Department (Org: 3332) - Capital Improvements (Brett Ewart)

RESOLUTION NO.

Adopted by the Sacramento City Council

RESOLUTION AMENDING THE GENERAL PLAN LAND USE MAP *FROM* ±195.3 ACRES OF TRADITIONAL NEIGHBORHOOD MEDIUM DENSITY, ±7.5 ACRES OF SUBURBAN CENTER, AND ±29.5 ACRES OF SPECIAL STUDY AREA (TO BE ANNEXED) *TO* ±219.9 ACRES OF TRADITIONAL NEIGHBORHOOD MEDIUM DENSITY, AND ±12.4 ACRES OF SUBURBAN CENTER (P09-038)

BACKGROUND

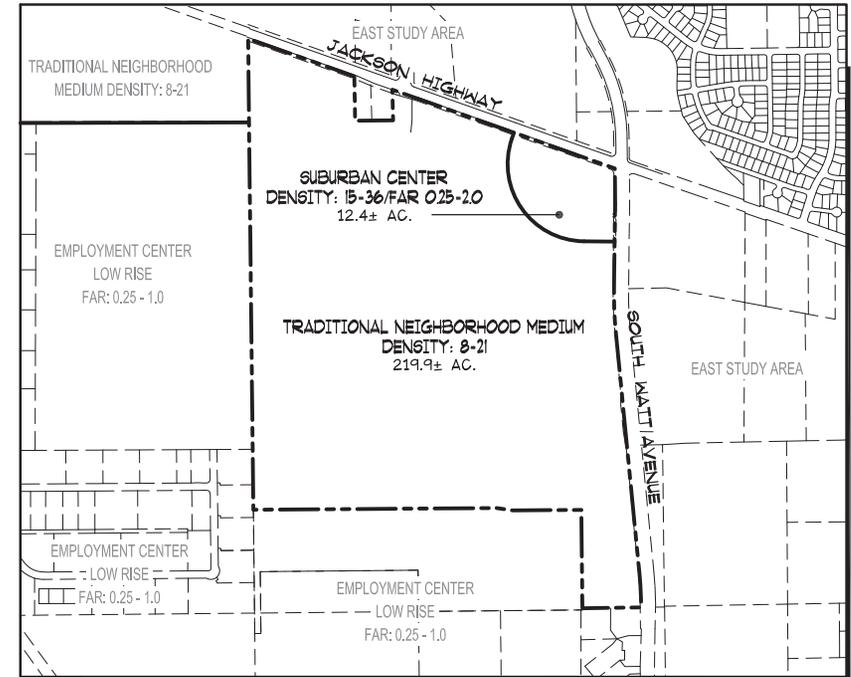
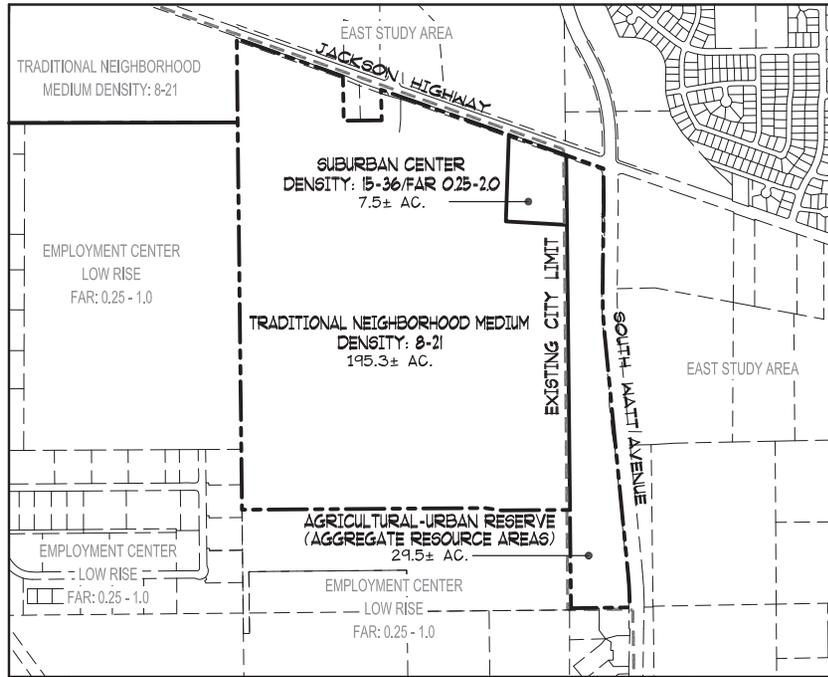
- A. On July 16, 2015 the Planning Commission conducted a public hearing on, and forwarded to the City Council its recommendation on the Aspen 1 Project, and
- B. On November 10, 2015 after giving notice as required by Sacramento City Code section 17.812.010 (2)(b), the City Council conducted a public hearing on the Project, receiving and considering evidence concerning it.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

- Section 1. The statements in paragraphs A and B of the Background are true.
- Section 2. Based on the oral and documentary evidence received at the hearing on the Aspen 1 Project, the City Council approves the General Plan Amendment for the Aspen1 Project as set forth in Exhibit A by amending the General Plan designations *from* ±195.3 acres of Traditional Neighborhood Medium Density, ±7.5 acres of Suburban Center, and ±29.5 acres of Special Study Area (to be annexed) *to* ±219.9 acres of Traditional Neighborhood Medium Density, and ±12.4 acres of Suburban Center.
- Section 3. The amendment described in Section 2 is internally consistent with the goals, policies, and other provisions of the General Plan, and it promotes the public health, safety, convenience, and welfare of the City, and the proposed zoning classification is consistent with the proposed general plan land use designation.
- Section 4. Exhibit A is a part of this Resolution.

General Plan Amendment Exhibit ASPEN 1-NEW BRIGHTON SPD (PUD)

City of Sacramento, California
March 14, 2012
SHEET 5 OF 6



Existing General Plan

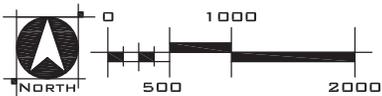
Proposed General Plan

SHEET INDEX

SHEET NO.	EXHIBIT
1.	COVER SHEET/KEY MAP/NOTES/SECTIONS
2.	TENTATIVE SUBDIVISION MAP
3.	LARGE LOT TENTATIVE MAP
4.	PUD SCHEMATIC PLAN
5.	GENERAL PLAN AMENDMENT EXHIBIT
6.	REZONE EXHIBIT

SUMMARY TABLE

DESIGNATION	LAND USE	EXISTING	PROPOSED	DIFFERENCE
TRADITIONAL NEIGHBORHOOD MEDIUM DENSITY 8-21		195.3	219.9	+24.6
SUBURBAN CENTER DENSITY: 15-36/FAR 0.25-2.0		7.5	12.4	+4.9
AGRICULTURAL-URBAN RESERVE (AGGREGATE RESOURCE AREAS)		29.5	0	-29.5
		232.3 ± Acres	232.3 ± Acres	



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Exhibit A - General Plan Amendment

ORDINANCE NO.

Adopted by the Sacramento City Council

**AN ORDINANCE ADDING CHAPTER 17.446 TO THE SACRAMENTO CITY CODE
RELATING TO THE ASPEN 1 SPECIAL PLANNING DISTRICT**

BE IT ENACTED BY THE COUNCIL OF THE CITY OF SACRAMENTO:

Section 1 Chapter 17.446 is added to the Sacramento City Code to read as follows

Chapter 17.446 New Brighton Special Planning District

17.446.010 Purpose and goals.

A. The New Brighton Special Planning District (“New Brighton SPD”) encompasses an area historically referred to as the Brighton Township dating to the 1880’s. Most recently the area has been the site of extensive sand and gravel mining, and presents the opportunity for development of an urban infill and reuse community. The purpose of the New Brighton SPD is to work in concert with the New Brighton Planned Unit Development (PUD) Guidelines to guide development of a mix of single-family and multi-family housing, commercial centers, urban farming areas, educational facilities, and recreational parks and open spaces.

B. The goals of the New Brighton SPD are as follows:

1. Create, facilitate, and encourage the flexible transition of the New Brighton SPD from historic industrial uses to a new urban mixed-use development;
2. Provide a greater mix of permitted and conditionally permitted uses and income types, while promoting the harmonious co-existence of these land uses by emphasizing high quality architecture and site planning.
3. Foster healthy communities through urban farming, community gardens, and a comprehensive network of open space, trails, and recreational amenities.
4. Allow for the continued use and orderly transition of existing industrial uses to urban land uses.

17.446.020 New Brighton SPD Boundaries.

The New Brighton SPD is comprised of approximately 232 acres of property located at the southwest corner of Jackson Highway and South Watt Avenue as illustrated by Figure 1.

17.446.030 Conflicting Requirements.

Development within the New Brighton SPD shall be subject to the regulations and development standards set forth in this Chapter, in addition to the regulations of this Title and Code. If a conflict between the provisions of this Chapter and other provisions of this Title and Code occurs, the provisions of this Chapter shall apply.

17.446.040 New Brighton Planned Unit Development.

The boundaries of the New Brighton SPD are coterminous with the boundaries of the New Brighton Planned Unit Development. All development in the New Brighton SPD is subject to Chapter 17.452 relating to development in a planned unit development.

17.446.050 Continuation of Industrial Uses.

All industrial uses existing in the New Brighton SPD that become nonconforming upon rezoning with a New Brighton SPD suffix, including all then existing buildings, structures, and equipment, may continue in operation, and shall not be subject to Chapter 17.232 with respect to additions, enlargements, relocation, repair and reconstruction, change to another nonconforming use, or discontinuance, until such time as the use is terminated and able to transition to the land uses established in the New Brighton SPD. Industrial uses that may continue include:

- Surface mining and reclamation
- Aggregate pre-wash facility
- Conveyor line and related facilities
- Soil drying beds and ponds
- Water ponds and related facilities
- Agricultural fields.

17.446.060 A - Agricultural Zone.**A. Purpose.**

The primary purpose of this zone is to promote wellness and create community through the introduction of an urban farm in the heart of the New Brighton SPD. The A Zone is the primary zone for the urban farm which implements the overall vision of the New Brighton SPD by providing a place to produce, showcase, and distribute local produce. This zone is intended to provide support for all aspects of the urban farm including education, food production, housing, retail sales, and restaurants, with a requirement that a minimum of 15 acres be utilized for general agricultural activities involving the raising, producing, and keeping of plants and livestock.

A. Allowed Uses. The following uses are permitted in the A zone within the New Brighton SPD:

1. The permitted uses found in Title 17.200.110A (A zone) and 17.216.610A (C-1 zone). Exception: Up to a maximum of 50 residential units are permitted in the 28± acres of A zone in the SPD.
2. The conditional uses found in Title 17.200.110B (A zone) and 17.216.610B (C-1 zone) subject to conditional use permit review and approval. Exception: "Assembly- cultural, religious, social use" as defined in Title 17.108.020 is a permitted use without a conditional use permit.
3. A maximum of 15,000 square feet of manufacturing/production facilities related to agriculture products produced in the 28 acres of A zone (such as the pressing of olive oil, the packing of fruit) is permitted.
4. The accessory uses found in Title 17.200.110C and Title 17.216.610C.

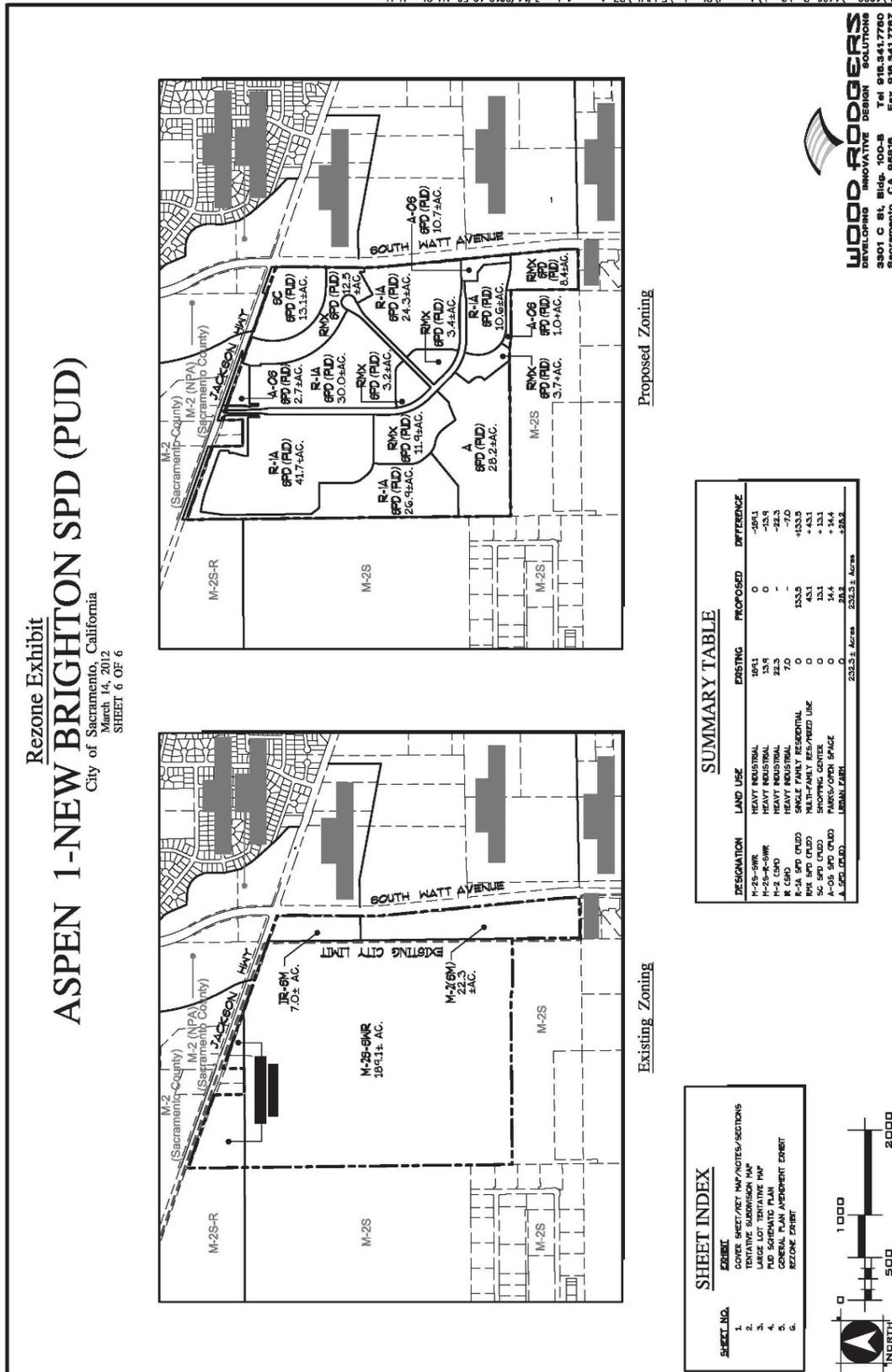
17.446.070 AOS – Agricultural-Open Space Zone

In addition to the permitted and conditional uses listed in 17.200.210A and B, a produce stand not exceeding 120 square feet is a permitted use and a produce stand exceeding 120 square feet is permitted subject to Zoning Administrator conditional use permit review and approval.

17.446.070 Other Zones

Development in all zones other than the A and AOS zones within the New Brighton SPD shall be subject to the regulations of the underlying zone and the adopted PUD Development Guidelines and Schematic Plan.

Figure 1 – New Brighton SPD Boundaries and Zoning



J:\1000-9\1426-RockCreek\Aspen-1.dwg 3/14/2012 10:56 AM Stan Mette

ORDINANCE NO.

Adopted by the Sacramento City Council

AMENDING TITLE 17 OF THE SACRAMENTO CITY CODE BY REZONING/PREZONING APPROXIMATELY 232.3 ACRES FROM ±189.1 ACRES OF HEAVY INDUSTRIAL SOLID WASTE RESTRICTED (M-2S-SWR), ±13.9 ACRES OF HEAVY INDUSTRIAL SOLID WASTE RESTRICTED REVIEW (M-2S-R-SWR), ±22.3 ACRES OF HEAVY INDUSTRIAL (M-2 (COUNTY)), AND ±7.0 ACRES OF INDUSTRIAL RESERVE (IR (COUNTY)) TO ±133.5 ACRES OF SINGLE UNIT/DUPLEX (R-1A-SPD-PUD), ±43.1 ACRES OF RESIDENTIAL MIXED-USE (RMX-SPD-PUD), ±13.1 ACRES OF SHOPPING CENTER (SC-SPD-PUD), ±14.4 ACRES OF AGRICULTURE-OPEN SPACE (A-OS-SPD-PUD), AND ±28.2 ACRES OF AGRICULTURE (A-SPD-PUD)

BE IT ENACTED BY THE COUNCIL OF THE CITY OF SACRAMENTO:

SECTION 1

As used in this ordinance, “**Property**” means the real property depicted in attached Exhibit A consisting of approximately 232.3 acres.

SECTION 2

Title 17 of the Sacramento City Code (“the Planning and Development Code”) is hereby amended by rezoning the Property from ±189.1 acres of Heavy Industrial Solid Waste Restricted (M-2S-SWR), ±13.9 acres of Heavy Industrial Solid Waste Restricted Review (M-2S-R-SWR), ±22.3 acres of Heavy Industrial (M-2 (County)), and ±7.0 acres of Industrial Reserve (IR (County)) to ±133.5 acres of Single Unit/Duplex (R-1A-SPD-PUD), ±43.1 acres of Residential Mixed-Use (RMX-SPD-PUD), ±13.1 acres of Shopping Center (SC-SPD-PUD), ±14.4 acres of Agriculture-Open Space (A-OS-SPD-PUD), and ±28.2 acres of Agriculture (A-SPD-PUD).

SECTION 3

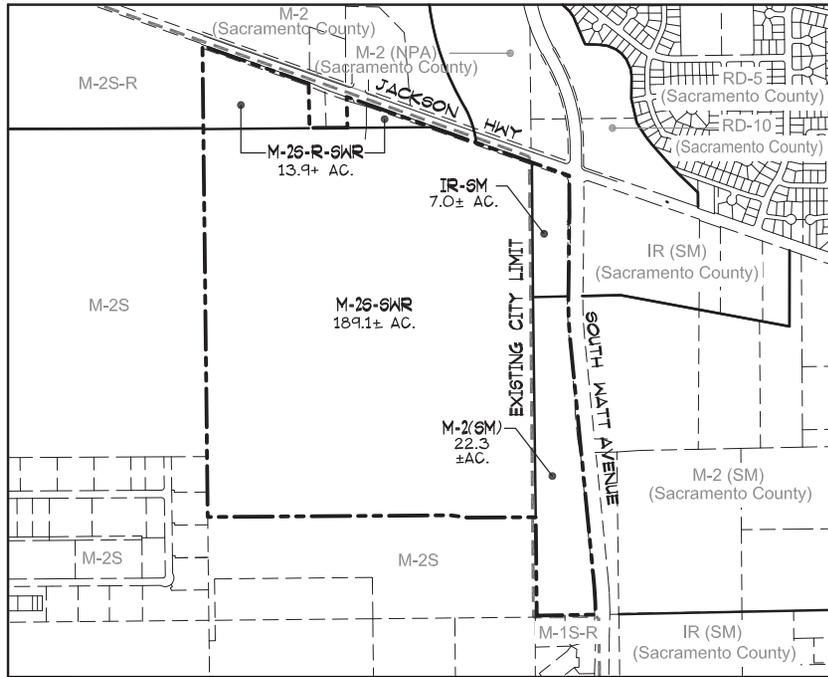
The rezoning of the Property by this ordinance is consistent with the applicable land-use designation, use, and development standards in the City’s General Plan; with the goals, policies, and other provisions of the General Plan; and with any applicable specific plan. The amendment promotes the public health, safety, convenience, and welfare of the City.

SECTION 4

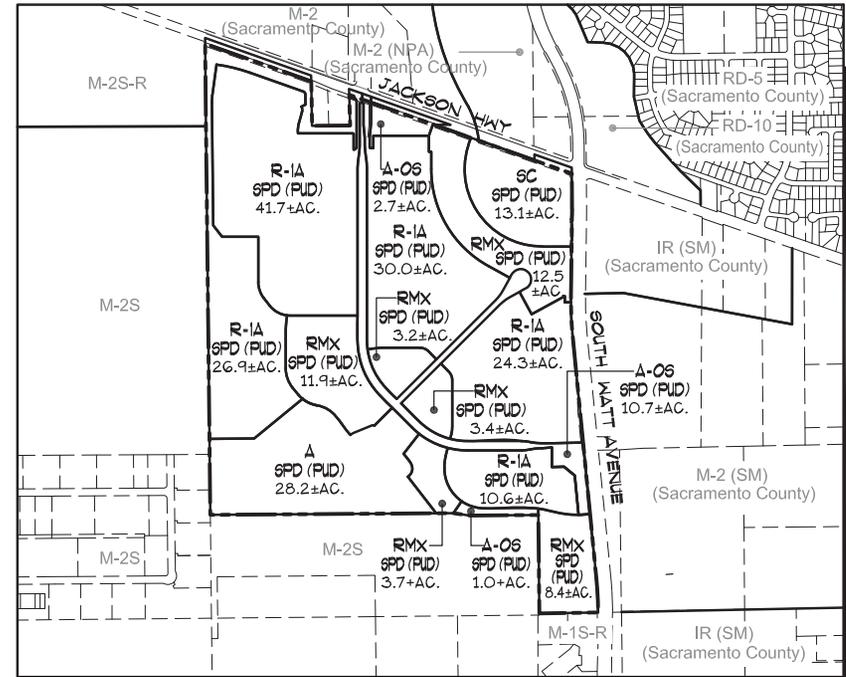
The City Clerk is hereby directed to amend the City's official zoning maps to conform to this ordinance.

Rezone Exhibit ASPEN 1-NEW BRIGHTON SPD (PUD)

City of Sacramento, California
March 14, 2012
SHEET 6 OF 6



Existing Zoning



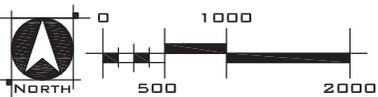
Proposed Zoning

SHEET INDEX

SHEET NO.	EXHIBIT
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3.	LARGE LOT TENTATIVE MAP
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6.	REZONE EXHIBIT

SUMMARY TABLE

DESIGNATION	LAND USE	EXISTING	PROPOSED	DIFFERENCE
M-25-SWR	HEAVY INDUSTRIAL	189.1	0	-189.1
M-25-R-SWR	HEAVY INDUSTRIAL	13.9	0	-13.9
M-2 (GMD)	HEAVY INDUSTRIAL	22.3	-	-22.3
IR (GMD)	HEAVY INDUSTRIAL	7.0	-	-7.0
R-1A SPD (PUD)	SINGLE FAMILY RESIDENTIAL	0	133.5	+133.5
RMX SPD (PUD)	MULTI-FAMILY RES./MIXED USE	0	43.1	+43.1
SC SPD (PUD)	SHOPPING CENTER	0	13.1	+13.1
A-OS SPD (PUD)	PARKS/OPEN SPACE	0	14.4	+14.4
A SPD (PUD)	URBAN FARM	0	28.2	+28.2
		232.3 ± Acres	232.3 ± Acres	




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Exhibit A - Rezone/Prezone Map

RESOLUTION NO.

Adopted by the Sacramento City Council

APPROVING THE ASPEN 1 PLANNED UNIT DEVELOPMENT (PUD) GUIDELINES AND SCHEMATIC PLAN (P09-038)

BACKGROUND

- A.** On July 16, 2015, the Planning and Design Commission conducted a public hearing and forwarded to the City Council the Aspen 1 Project with a recommendation of approval; and
- B.** On November 10, 2015 the City Council conducted a public hearing, for which notice was given pursuant to Sacramento City Code section 17.812.010 (2)(b) and received and considered evidence concerning the Aspen 1 Project.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

- Section 1. Based on the verbal and documentary evidence received at the hearing on the Aspen 1 Project, the City Council approves the Aspen 1 Planned Unit Development Guidelines and Schematic Plan.
- Section 2. The City Council approves the Aspen 1 PUD Development Guidelines and Schematic Plan based on the following Findings of Fact:
 - 1. The adoption of the PUD is consistent with the applicable general plan land use designation, use, and development standards; the goals, policies, and other provisions of the general plan; and any applicable specific plan or transit village plan; and
 - 2. The designation promotes the public health, safety, convenience, and welfare of the city; and
 - 3. The zoning classification of the subject parcels is consistent with the proposed adoption of the planned unit development,
- Section 3. The Planned Unit Development Guidelines and Schematic Plan for the Aspen 1 PUD are adopted as attached hereto as Exhibit A and Exhibit B.
- Section 4. Exhibits A and B are a part of this Resolution.

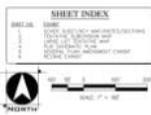
SPD - PUD SCHEMATIC PLAN ASPEN 1 - NEW BRIGHTON

CITY OF SACRAMENTO, CALIFORNIA

SHEET 4 OF 6
 Revised MARCH 2013
 Revised March 2012
 Revised July 7, 2010
 Created June 2010



LEGEND	Acres (gross)
Low Density Residential	86.0
High Density Residential	19.3
Residential Mixed Use	17.0
Commercial (0.25 - 2.0 FAR)	12.4
School (Underlying Residential Zoning)	9.8
Urban Farm	26.7
Open Space	28.8
Park	16.6
Major Roads	15.7
TOTAL	232.3



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A NEW PARK
COMMUNITY

NEW BRIGHTON

ROAD GUIDELINES



PREPARED BY STONEBRIDGE PROPERTIES, LLC 3500 AMERICAN RIVER DRIVE SACRAMENTO CA 95864

New Brighton PUD Guidelines

ADOPTED BY THE SACRAMENTO CITY COUNCIL ON _____

COUNCIL RESOLUTION _____



Prepared by



STONEBRIDGE
PROPERTIES, LLC

3500 American River Drive • Sacramento, CA 95864

In Conjunction With


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CHAPTER 1: INTRODUCTION

1.1 SITE HISTORY AND CONTEXT

The Aspen 1-New Brighton Project (New Brighton) is located within an area historically referred to as the Brighton Township, one of 14 original townships in Sacramento County dating to the 1880's. Once dubbed the "Best Town that Doesn't Exist," the Brighton Area has a long and productive history dating back over 8,000 years, made possible by the rich bounty nature provided. The terrain is comprised of fossil rivers, which have resulted in an abundance of sand, gravel, cobble, and fertile soils that have nurtured vast and varied land uses and settlement patterns over thousands of years.

The earliest inhabitants of the property were the Valley Nisenan, Native American Indians who settled along the American River watersheds and utilized the rich abundance of fish, game, and vegetation for food; wood and tules for housing; and stone and wood for tools and trade. Nisenan society flourished prior to the exploration and settlement of Sacramento (hastened by European exploration of the area) and the Spanish Land Grant system, which gave title of the land to John Sutter. Native American methods of managing the land gave way to larger scale farming operations, which ushered in a new agricultural era to the Brighton community. The new immigrants raised cattle, maintained dairy operations, and cultivated the land for dry farming and a variety of row crops, eventually transforming the Brighton area into an agricultural cornucopia referred to as the "Strawberry Capital of the World." With the advent of rail service, roadways, and the automobile, farming operations began to expand outward from Sacramento as the need for farming in close proximity to urban areas began to fade.



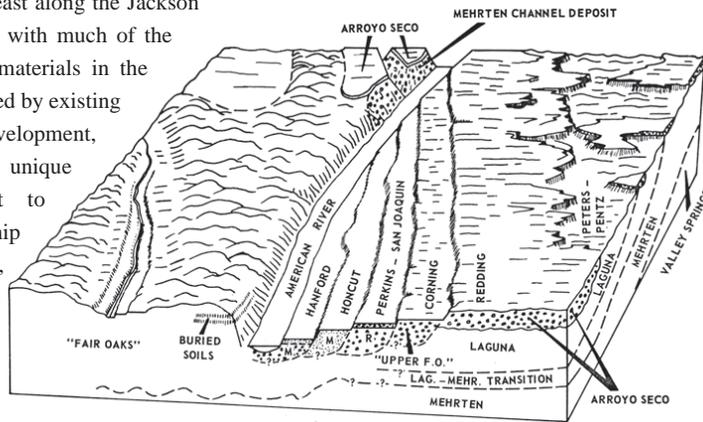
Chapter 01
Introduction



The years leading up to World War II brought numerous changes to the Brighton Area as demand increased for homes, businesses, and new roadways to serve the Sacramento region. In response to these changes, Teichert and other sand and gravel mining companies began mining operations in the area to provide the construction materials required to support the increased demand. In the years following World War II, growth in the Sacramento region continued, and mining activities progressed steadily to the east along the Jackson Highway corridor. Today, with much of the high quality construction materials in the area depleted and surrounded by existing and planned urban development, the Plan Area presents a unique opportunity for Teichert to restore the Brighton Township and create New Brighton, an innovative urban infill and reuse community.

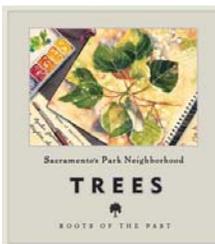
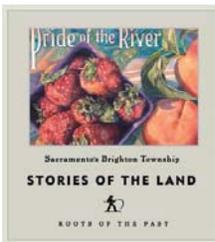
In 2004, the City of Sacramento began its General Plan update process as the Sacramento Area Council of Governments (SACOG) was in the final stages of refining its Blueprint for the region. Growth in the Sacramento region was charting a new course, with a greater emphasis on “smart growth,” capitalizing on infill and reuse opportunities to reduce the region’s dependence on “greenfield development” in order to accommodate a burgeoning population. During this same period, Teichert created StoneBridge Properties, LLC (StoneBridge), in order to establish a new direction for Teichert’s land holdings in the region. StoneBridge’s stated purpose is in part: to reinvigorate former Teichert industrial lands by master planning and building new communities with a vision for sustainable growth.

As the master plan process began, it was recognized that an appreciation and understanding of the area’s history would provide an important context for appropriate community planning and design. In order to provide a comprehensive historical context, StoneBridge



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has prepared and published three books. The first book, *Stories of the Land*, chronicles the history of the Brighton Township. The second book, *Sacramento Park Neighborhoods*, takes an introspective look at some of Sacramento’s most successful park neighborhoods and why they have withstood the test of time to remain some of the most popular and desirable communities in which to live. The third book, *Sacramento’s Park Neighborhood Trees*, studies the various varieties of tree species in Sacramento’s Park Neighborhoods and provides guidance for reintroduction of large tree species to new communities to create the coveted tree canopy that is Sacramento’s signature landscape feature. Important considerations discovered during the creation of these books, such as historical references and successful elements from Sacramento’s beloved Park Neighborhoods, are incorporated within these guidelines to provide the foundation for a highly successful new park neighborhood that embraces its historical agricultural roots through urban farming and abundant opportunities for a healthy and sustainable community.



1.2 LOCATION AND SETTING

New Brighton is a new 232± acre master-planned community situated within the City of Sacramento’s eastern edge, located in close proximity to the existing neighborhoods of Rosemont and College Glen. As shown on **Figure 1-1** (Vicinity Map), the Plan Area is situated at the southwest corner of South Watt Avenue and Jackson Highway and is located approximately 1.2 miles south of Highway 50 and 6.5 miles east of downtown Sacramento.

The New Brighton Planned Unit Development (PUD) is part of what is commonly referred to as Aspen 1, which is owned and operated by Teichert Land Company and is a former aggregate mine site utilized for sand and gravel extraction in the 1960’s. Due to mining operations, the site is characterized by varied topography, which range in elevation from 12 feet MSL to 53 feet MSL. The subject site



Figure 1-1: Vicinity Map



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Introduction

also contains an electrical transmission line which transects the site in a northwesterly-to-southwesterly direction. Since mining of the site was completed, the site has provided areas for agriculture, a nursery, and supporting uses for the Teichert Perkins Plant.

As illustrated by Figure 1-2 (General Plan Land Use Map), General Plan Land Use Designations within the Plan Area include Traditional Neighborhood Medium Density and Suburban Center. The New Brighton Special Planning District (SPD) Ordinance and these PUD Guidelines are designed to implement the General Plan Designations through the following zoning designations:

1. R-1A (Single-Family Residential Zone)
2. RMX (Residential Mixed-Use Zone)
3. SC (Shopping Center Zone)
4. A (Agricultural Zone)
5. A-OS (Agricultural Open Space Zone)

The New Brighton SPD defines the uses and process within the Plan Area which would otherwise not be allowed but for the adoption of the SPD.

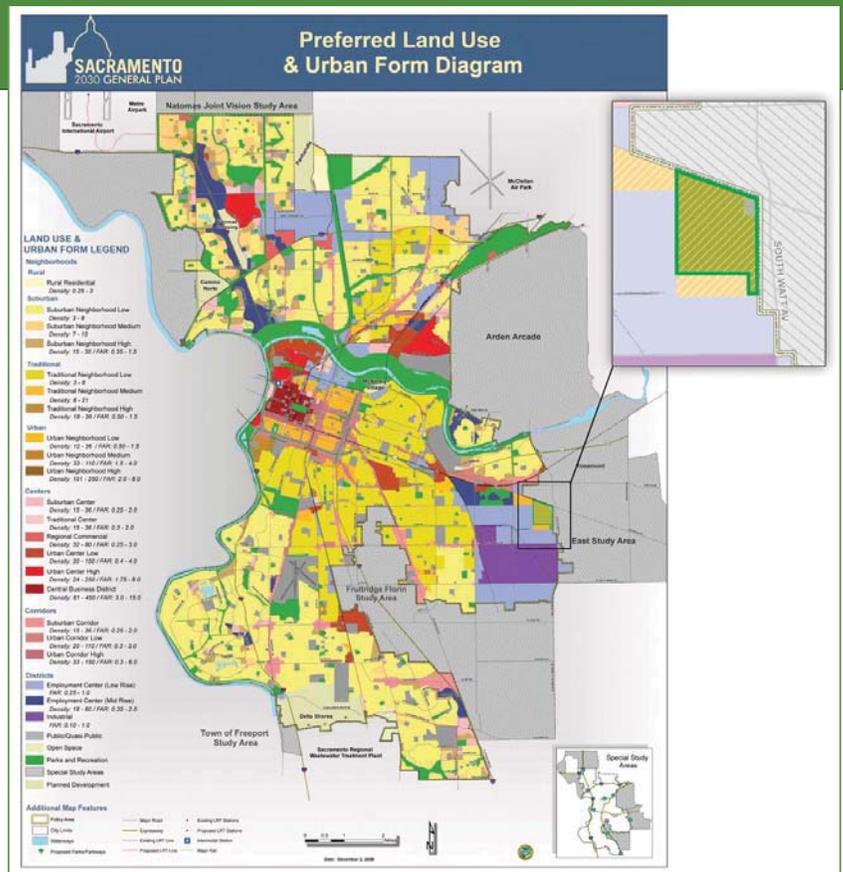


Figure 1-2: General Plan Land Use Map

1.3 PURPOSE

The purpose of this document is to work in concert with the SPD Ordinance to guide the planning and design of individual projects within the Plan Area. These PUD Guidelines provide a comprehensive overview of the design criteria and development standards required to implement the desired physical form of the community and its key features. The PUD Guidelines address land use, site design, sustainability, architecture, landscaping, circulation, and other components to create a distinguished community comprised of high quality architecture, ample open space and recreational areas, and a balanced mixture of uses.

These PUD Guidelines function to (1) implement the City of Sacramento General Plan goals for the Plan Area; (2) establish a design framework within which developers, builders, and architects/designers can conceive and produce high-quality design and construction within the development; and (3) create a design review framework by which to evaluate, critique, and approve development projects on individual sites within the Plan Area. These Guidelines will be used in conjunction with the SPD Ordinance to supplement and replace zoning standards for the property, which would otherwise apply under the City of Sacramento's Planning and Development Code (Title 17). In addition, these Guidelines provide written and graphic descriptions of planning and design concepts based on smart growth and environmentally responsible design solutions.

Variations to these standards may be considered for projects with special project and design characteristics during the City's review process. This document is intended to encourage and direct a high level of design quality to the project site while permitting flexibility for creative expression and innovative design solutions.

1.4 PUD GUIDELINE DOCUMENT AUTHORITY

The Plan Area consists of property within the City limits of the City of Sacramento and is subject to the land use and jurisdictional authority of the City's relevant ordinances and codes. Adoption of these PUD Guidelines is subject to the California Environmental Quality Act (CEQA) and requires consistency with the City's General Plan. The General Plan provides the overall guidance for the City's physical development by setting forth general goals, objectives, policies, and programs for the entire City planning area. The SPD Ordinance and these PUD Guidelines implement the City General Plan with specific development standards and design guidelines for the Plan Area, governing individual project applications and construction. This set of guidelines establishes a link between the General Plan and future individual project level development proposals.



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1.5 PUD ADMINISTRATION OVERVIEW

1.5.1 COMPLIANCE

This project, as a Planned Unit Development, and its associated SPD Ordinance, as approved and adopted by the Sacramento City Council, will serve as a supplement to the existing Planning and Development Code (Title 17) for the Plan Area. The City Council, Planning and Design Commission, and City Planning Staff will use these Development Guidelines as a vehicle to review specific development proposals and to implement the project's vision and regulations. Future development proposals and plans, whether individual buildings or collectively phased projects, must comply with these Guidelines, as well as the General Plan and Planning and Development Code, where applicable. These Development Guidelines are intended to be used by City staff, property owners, architects, landscape architects, designers, builders, and developers in the planning and design of projects within the Plan Area.

1.5.2 CONFLICTS WITH CITY CODE

Should particular elements in these Guidelines conflict with development standards or regulations in the Planning and Development Code, these Development Guidelines shall prevail. Conversely, any particular element or provision not specifically covered in these Guidelines shall be subject to the provisions of the Planning and Development Code.

1.5.3 PROCEDURES FOR APPROVAL AND AMENDMENT

The procedure for approval of development under, as well as amendments to these Guidelines are as set forth in Section 17.452 of Title 17 of the Sacramento City Code, as may be amended from time to time.

1.5.4 DESIGN REVIEW PROCESS

Development in the New Brighton PUD is subject to the site plan and design review process as indicated in Chapter 17.808, Article 1 of the Sacramento City Code as may be amended from time to time. These guidelines shall serve as the guidelines applicable to any development project proposed in the PUD (17.600.100.D)

1.6 LAND USE TRANSITION

Upon the time of adoption of the PUD Guidelines, the existing Plan Area was characterized by a mixture of land uses. These land uses include mining supportive uses, such as a conveyor belt, soil drying beds and ponds, and water ponds, among others. Although the timing of the phase-out of these facilities is undetermined, it is the clear intent of the New Brighton PUD Guidelines to work in concert with the New Brighton SPD Ordinance to provide the ability to transition to urban land uses over time, at a schedule to be determined by the landowner.

The continuance of existing land uses is contemplated within the New Brighton SPD Ordinance, which specifies the following language related to the continued use of the Plan Area for industrial uses.

All industrial uses existing in the New Brighton SPD that become nonconforming upon rezoning with a New Brighton SPD suffix, including all then existing buildings, structures, and equipment, may continue in operation, and shall not be subject to Chapter 17.232 with respect to additions, enlargements, relocation, repair and reconstruction, change to another nonconforming use, or discontinuance, until such time as the use is terminated and able to transition to the land uses established in the New Brighton SPD. Nonconforming industrial land uses shall mean the following uses:

1. *Surface mining and reclamation.*
2. *Aggregate pre-wash facility.*
3. *Conveyor line and related facilities.*
4. *Soil drying beds and ponds.*
5. *Water ponds and related facilities.*
6. *Agricultural fields.*

While it is anticipated that the continuation of industrial uses will occur for some time, they will eventually be replaced by the land uses identified by the PUD Schematic Plan and associated PUD Guidelines. The transition of land uses is anticipated to occur gradually, with the eventual urbanization of the Plan Area anticipated to occur in stages as areas and uses are gradually removed from industrial use. In the event that development occurs while some or all existing uses are still in operation, mitigation measures identified in the Project EIR for potential noise and dust impacts shall be incorporated.

1.7 DOCUMENT ORGANIZATION

The New Brighton PUD Guidelines have been prepared according to the following structure to guide future users within the Plan Area.

Chapter 1: Introduction

Chapter 1 summarizes the history and context of the Plan Area, its location and purpose, authority, and its organization and structure.

Chapter 2: Community Framework

This chapter describes the overall vision and goals for the New Brighton community, specifies the main design and planning principles, and explains the physical framework for key elements such as land use and circulation, community centers, residential land uses/densities, and open space and park elements.



Chapter **01**
Introduction

Chapter 3: Parks, Open Space, and Recreation

This chapter sets forth design principles and guidelines for all open space and recreational features within the Plan Area. Guidelines for such elements as the urban farm, community gardens, community park, neighborhood parks, small “teardrop” mini-parks, medians, slope and perimeter treatment of buffer areas, and treatment within the power line easement is addressed.

Chapter 4: Landscape Design

Chapter 4 establishes the overall planting scheme for the project. Community landscape elements including street trees, project entries, park design, perimeters and slopes, edible landscape, Low Impact Development (LID) design, plant palettes, irrigation standards, fencing and wall design, paving and hardscape, lighting, street furniture, and other related measures are covered.

Chapter 5: Circulation and Streetscape

Chapter 5 sets forth the circulation master plan, which will provide a variety of interconnected modes of transportation to serve the community. Street sections designed for efficient modes of pedestrian and bicyclist travel are set forth, as are alternative street standards for LID design, trail networks and transit planning.

Chapter 6: Residential Neighborhoods

This chapter incorporates design principles, development standards, and architectural guidelines based upon historic architectural styles found within Sacramento Park neighborhoods to assist homebuilders in creating unique, memorable, meaningful, and relevant communities.

Chapter 7: Commercial Centers

Chapter 7 describes design principles and development standards for commercial areas within the Plan Area based upon historically relevant local architectural styles.



CHAPTER 2: COMMUNITY FRAMEWORK

2.1 COMMUNITY VISION

New Brighton is a new community in the City of Sacramento which draws upon its rich and varied history to establish a new park neighborhood that showcases the best elements of new community design while featuring historical references to its agrarian past.

Over centuries, this property has provided and nurtured a variety of lifecycles: originally providing homes and sustenance for the Valley Nisenan Native American culture, later becoming the agricultural breadbasket of the Sacramento Region with its rich bounty of agriculture, and subsequently for the last 50 years providing construction materials for a thriving State Capital. Once again the time has come for the property to provide for a new group of Californians, with a lifestyle of sustainable and environmentally sensitive living, shopping, employment, and renewed local agriculture with wellness as its unifying theme.

This project presents a rare opportunity for the City of Sacramento to weave an infill and reuse site into the existing fabric of the Community. By focusing high-quality development into this strategic location, the project can provide critical recreational, housing, community, and commercial services while helping to reinvigorate the area. These PUD Guidelines are presented as a vision for the transition of the area and set forth the necessary standards and guidelines to implement this vision.





Chapter 02
Community Framework

The descriptions and exhibits presented in the following pages describe and illustrate the roadmap to create a new park community that is reflective of its history, environment, and the culture of its surroundings. This plan will provide new opportunities for a variety of healthy lifestyles, including opportunities to recapture elements of the earlier agrarian era of local agriculture and community gardening.

As illustrated by the schematic land use plan on **Figure 2-1** and also depicted in **Appendix A**, the proposed PUD will consist of a mixture of land uses including single-family and multi-family housing, commercial centers, urban farming areas, educational facilities, and recreational parks and open spaces. These meaningful open spaces are patterned after the most successful elements of historic and traditional Sacramento Park neighborhoods such as Land Park, McKinley Park, Curtis Park, and Oak Park. By introducing the appropriate mix of iconic architecture, civic space layout and design, small neighborhood-serving retail, and a human scale to the massing of buildings, these land uses and design principles will guide the transition of this former aggregate mining area into a vibrant mixed-use community embodying smart growth principles. With this in mind, the following set of general guiding principles will serve to implement future individual development projects according to the stated vision.



Figure 2-1: Schematic Land Use Plan

2.2 GUIDING PRINCIPLES

GUIDING PRINCIPLE 1: PROMOTE WELLNESS

Provide abundant opportunities for health and wellness through the provision of outdoor recreational systems and access to fresh local produce.

In order to provide for the wellness of the community, a number of critical elements have been set forth within the project. Opportunities for outdoor activities are abundant, with trails, a Community Park, Neighborhood Park, and two Mini-Parks distributed throughout the community and within easy walking and biking distance of residents. In addition, the Urban Farm has been centrally located to provide residents with the option of foregoing their vehicles and instead utilizing the internal transit or trail system to obtain fresh, locally grown produce and farm products.





Chapter 02
Community Framework



GUIDING PRINCIPLE 2: CREATE COMMUNITY

Establish recognizable theming and create numerous opportunities for social interaction in order to reinforce a sense of community.

The physical form of the Plan Area will utilize consistent theming which references the Plan Area’s rich agricultural history and some of the best elements of Sacramento’s Park neighborhoods. Upon entering the community, streetscapes will introduce lush landscaped boulevards, generously sized planter areas, and opportunities for agricultural landscapes in entry features, along perimeter slope areas, and within community gardens. Options for social interaction will come in many forms, including community events and festivals at the Urban Farm,



recreational activities within the various park and open space locations, and informal encounters within the Community Commercial and Four Corners Village Center District.

GUIDING PRINCIPLE 3: REINVIGORATE EXISTING AREAS

Complete the life cycle of a former mining site by weaving it into the fabric of existing communities.

This project represents a tremendous opportunity to transform an underutilized property into an active and contributing community. The land use plan has been designed to offer important retail and employment opportunities to an underserved area, with trail and transit connections aligned to connect with off-site properties. New Brighton will also provide a wide variety of new and different housing types to the existing community. In addition, recreational areas and the Urban Farm will help establish social interaction and community involvement for residents in and around the Plan Area.



GUIDING PRINCIPLE 4: PROMOTE SUSTAINABLE PRACTICES



Incorporate environmentally sensitive design practices into the community.

The Plan Area has been designed to demonstrate sustainable design practices through a variety of measures including energy efficient design, urban forests, and Low Impact Development (LID), which are intended to reduce the overall footprint of the community. Since the Plan Area is an infill-reuse site, it provides an extraordinary opportunity to promote sustainable design practices, demonstrating options that may be incorporated into other projects within the larger community.

An urban forest plan has been included in the landscape design of the project site to provide tree varieties and locations which present numerous benefits to the Plan Area. Properly located trees and appropriate species selection can improve air quality through reduced energy usage, increased pollutant uptake, and reduced tree emissions. In addition, trees can help reduce storm water runoff velocities, reduce erosion, and in turn help improve water quality.

LID measures are integrated into the Plan Area in order to reduce storm water runoff volume through hydromodification and to improve water quality. The use of LID measures has been incorporated into many of the open space and recreational facilities within the Plan Area, including streets, medians, planter areas, parks, and the Urban Farm. Through the use of techniques such as bio-swales, infiltration strips, bio-retention, rain gardens, and modified street sections, downstream areas will benefit from reduced storm water flows and improved water quality.

GUIDING PRINCIPLE 5: INCLUDE A MIXTURE OF USES

Create a community which embraces a mixture of land uses to encourage walkability and foster alternative modes of travel.

The land use plan includes a variety of land use types and mixed densities which are intended to provide employment, commercial, recreational, and housing opportunities within easy walking distance. The spatial relationship between land uses is intended to foster neighborhood interaction and minimize vehicular trips, providing for a range of community needs within the Plan Area.





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Community Framework

GUIDING PRINCIPLE 6: FOSTER A DISTINCTIVE BLEND OF ARCHITECTURE

Establish distinctive architectural design and character which will reinforce a strong sense of community.

An important lesson learned from an analysis of Sacramento’s Park Neighborhoods is how strongly communities react and coalesce around architectural identity. Proper architectural forms establish a strong physical presence and help delineate the overall personality and essence of a community. The architectural design guidelines set forth within these PUD



Guidelines draw upon the most successful examples of local and regional architecture found within Sacramento’s Park Neighborhoods and set forth an architectural palette for designing an eclectic variety of public and private spaces.

GUIDING PRINCIPLE 7: ENCOURAGE ALTERNATIVE MODES OF TRAVEL

Reduce automobile trips by facilitating transportation options.

As identified by Guiding Principle 5, New Brighton has been designed to provide a variety of uses and densities within the Plan Area. Access to diverse land uses such as the Community Commercial, Urban Farm, Elementary School, and Four Corners neighborhood commercial area is provided



through an interconnected transportation system designed to simplify access and reduce the need for automotive travel. Techniques used to encourage alternative modes of travel include the use of the following:

1. Properly located land uses including local-serving neighborhood retail and civic uses in proximity to residential areas.
2. A modified grid pattern street system, which utilizes shorter block sizes.
3. Shortcuts from residential areas to commercial and recreational opportunities.

4. Pedestrian-friendly street sections, which include separated sidewalks, wide planters for large street trees, and on-street bike lanes along collector roadways.
5. An off-street trail system linking the residential neighborhoods to commercial, recreational, school, and Urban Farm locations.
6. A “transit ready” street section for Rock Creek Parkway, which is capable of providing future median transit options such as a shuttle, trolley, electric vehicle, or Bus Rapid Transit (BRT).

2.3 LAND USE CONCEPT

The Land Use Plan encompasses 232 acres of former aggregate mining land which is strategically located at the southwest corner of South Watt Avenue and Jackson Highway. As discussed in the preceding section, wellness, community, reinvigoration of community through infill/reuse, sustainability, a mixture of land uses, distinctive architecture, and alternative modes of travel are the hallmarks of the Land Use Plan. These guiding principles have been incorporated into the Conceptual Land Use Plan illustrated by **Figure 2-1** and **Table 2-1** to create the foundation of a mixed-use community comprised of three land use districts. These land use districts integrate a mix of land uses that are compatible, accessible, economically efficient, and organized around major thematic elements to create a definitive “sense of place.”

The three Land Use Districts of New Brighton are as follows:

- Community Commercial District
- Four Corners Village Center District
- Traditional Neighborhoods District



Chapter 02
Community Framework

These land use districts are illustrated by **Figure 2-2** and their key features are described in the remaining portion of this chapter. Design guidelines and development standards for associated uses are set forth in Chapters 3 through 7 of these PUD Guidelines.

Table 2-1: Land Use Summary

Designation	Units	Estimated Bldg. SF	Gross	Net ¹ Acres	Net Density
Low Density Residential	482		86.0	59.1	8.2
High Density Residential	378		19.3	15.1	25.0
Residential Mixed Use	405	59,000	17.0	13.5	30.0
Commercial	50	130,000	12.4	10.8	*
Urban Farm	50	33,000	26.7	23.8	*
Elementary School ²			9.8	8.8	
Parks			16.6	14.5	
Open Space/Medians			28.8	28.5	
Major Roads			15.7		
Total	1,365	222,000	232.3		

¹ Net Acres excludes public streets, alleys, slopes, and landscape easements.

² Proposed school site. Should school district not build on-site, property will revert to its underlying residential zoning.



Figure 2-2: Land Use Districts



2.3.1 COMMUNITY COMMERCIAL DISTRICT

The Community Commercial District is located at the northeast corner of the community, at the junction of South Watt Avenue and Jackson Highway. This location provides tremendous visibility and accessibility from within the Plan Area as well as to travelers along the South Watt Avenue and Jackson Highway Corridors. As shown in Figure 2-3 the Land Use Plan takes advantage of this strategic location by placing the Community Commercial District along the axis of the Aspen Promenade, linking it to the Four Corners Village Center District both visually and physically. By connecting these two Districts, they form anchors at either end of the Aspen Promenade, which helps to facilitate joint use activities and easy travel between both districts.



Figure 2-3: Community Commercial District

The Community Commercial District will provide a commercial and multi-family anchor to the community, with easy access to a heavily traveled corridor and transit. This concentrated node of density will help facilitate transit ridership within the Plan Area and along the planned South Watt Avenue BRT Corridor. Multi-family uses will provide synergy between the commercial and multi-family sites, which will strengthen the commercial cor-

ner and foster activity. In addition, alternative modes of travel will be facilitated by a pedestrian-friendly street section along Aspen Promenade, an internal road connection from the Plan Area to the District, and a “Shortcut” (see Figure 2-4), which connects the Plan Area to the Community Commercial District.

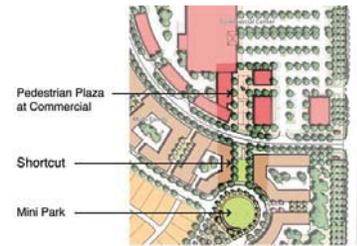


Figure 2-4: “Shortcut”

2.3.2 FOUR CORNERS VILLAGE CENTER DISTRICT

The nucleus of the Community is located at the southwest portion of the Plan Area, at the junction of the Aspen Promenade and Rock Creek Parkway. As shown in Figure 2-5, this central District has been designed to provide a lively combination of mixed uses, neighborhood-oriented services, recreational areas, and the Urban Farm, all of which will support



Figure 2-5: Four Corners Village Center District



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Community Framework

transit and foster community interaction. This District is notable for the concentration of uses it supports and the manner in which it relates to the remaining two Districts within the Plan Area through a combination of easy access from Rock Creek Parkway and the off-street trail system, which interconnects various neighborhoods within the Plan Area to this District.

While varied in nature, land uses within the Four Corners Village Center District will provide an appropriate level of activity and energy to reinforce the sense of a community core. Ground level land uses on the east side of Rock Creek Parkway may include high density residential, neighborhood-serving commercial, and community facilities such as an amphitheater, health club, post office, community meeting hall, agricultural supporting uses, and iconic landscape features. Second floor uses may include additional high density residential and/or office space designed to overlook this District and provide a unique lifestyle choice for a more urban residential experience.

The southwest side of Rock Creek Parkway within the Four Corners Village Center District provides a glimpse into the Urban Farm and Community Park. The Urban Farm, a key component of the land plan, provides a palpable connection to locally grown fresh produce and recaptures some of the rich agricultural history of the area through educational and cultural activities associated with farming. The Urban Farm, in conjunction with the comprehensive open space and park facilities in the District, serves to promote the guiding principles of wellness and community envisioned by the New Brighton Community.



2.3.3 TRADITIONAL NEIGHBORHOODS DISTRICT

As illustrated by **Figure 2-6**, the Traditional Neighborhoods District encompasses the primary core of the Plan Area. Situated between the Four Corners Village Center District to the southwest and the Community Commercial District to the northeast, this District will provide distinguished residential neighborhoods reminiscent of Sacramento’s finest Park Communities. This District is comprised of residential units of various densities with neighborhoods organized according to a gridded street system with short block lengths, pedestrian-friendly streets, and large planter areas to promote walkability.

As set forth in greater detail in Chapter 6 of these PUD Guidelines, the Traditional Neighborhoods District shall provide high quality homes, rich in architectural character and varied in size and density. Homes will reinforce a strong streetscape through architectural variations as well as garage type and placement. Homes along Rock Creek Parkway will be alley loaded and shall face the street to present a strong architectural statement and frame the roadway with a stately presence, while other home sites will offer a combination of recessed garages, detached garages, and accessory dwelling units above garages to enliven the neighborhood and create a diverse and dynamic streetscape.



Figure 2-6: Traditional Neighborhoods District

CHAPTER 3: PARKS, RECREATION, AND OPEN SPACE

3.1 PARKS, RECREATION, AND OPEN SPACE MASTER PLAN

This chapter sets forth the framework to establish the Plan Area as a true park community that emphasizes wellness through the establishment of a comprehensive open space and recreational system. Open Space and recreational areas provide the backbone to a successful community; and this project has incorporated a variety of parks, trails, landscaped medians, and an urban farm to serve a wide variety of interests and age groups.

The centerpiece of the Parks, Recreation, and Open Space Master Plan is the Urban Farm, which will be established to serve as the nucleus of the community. The Urban Farm provides a location to cultivate and purchase fresh produce, provide educational opportunities, and hold community events and farmers markets. Agricultural theming related to the Urban Farm extends well beyond its borders into all parts of the Plan Area through community gardens, edible landscaping, perimeter planting, wildlife attracting hedgerows, and community landscape palettes.

The Urban Farm will be tied into the overall Plan Area through a series of on-street and off-street trails, promenades, and landscaped medians, which are designed to extend the “park experience” throughout the Plan Area as illustrated by **Figure 3-1**. Visitors will immediately notice the distinctive nature of the community as they are greeted by parkways



Figure 3-1: Parks, Recreation, and Open Space Master Plan



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which are reminiscent of roadways located within Sacramento’s Park Neighborhoods. The “park experience” will extend from these large generously landscaped median areas to the greater network of park and open space areas, which include a community park, neighborhood park, several mini-parks, and trails.

Chapter 16.64 of the Sacramento City Code calls for a minimum of 5.0 acres of parkland per 1,000 population, and the parkland calculation is summarized in **Table 3-1**. This project provides a total of 14.5 net acres of park and recreational areas which are eligible for Quimby Credit with an additional 52.3 acres of open space and recreational areas. This area includes 23.8 net acres of Urban Farm and 28.5 net acres of median boulevard parks, landscaped entries, corridors along streets, shortcuts, and slope areas.

Parkland dedication requirements are typically based on zoning and maximum density; however, a small lot tentative subdivision map was included with the application, allowing the parkland requirement to be precisely calculated for these PUD Guidelines. It should be noted that if the Land Use totals are amended with a Tentative Subdivision Map, this could affect the calculation of required parkland and may require a reduction or increase in the parkland dedication or in-lieu fee obligations under the City of Sacramento Code 16.64.

Table 3-1: Quimby (Park Requirement) Calculations

Land Use	Density DU / AC	Acres (net)	Max. Units	Park Factor	Park Acres Required
RMU	30.0	13.5	405	0.0088	3.56
HDR	25.0	15.1	378	0.0088	3.33
Urban Farm	-	-	50	0.0088	0.44
Commercial	-	-	50	0.0088	0.44
SFD	8.2	59.1	482	0.0149	7.18
Total Parkland Required					14.95
Total Parkland Provided					14.50

Note: Parkland requirements are based on maximum units as approved on the Tentative Subdivision Map. In the event residential densities or unit counts are modified, the amount of parkland required may change requiring adherence to Chapter 16.64 of the Sacramento City Code.

3.2 PARK, RECREATION, AND OPEN SPACE ELEMENTS

3.2.1 THE URBAN FARM

As illustrated by Figures 3-2 and 3-3, the Urban Farm is located at the southwest corner of the Plan Area, strategically placed at the intersection of Rock Creek Parkway and the Aspen Promenade. Designed to serve as the centerpiece of the community, the Urban Farm will provide a central location for residents and surrounding neighbors to obtain fresh produce and assorted agricultural goods. In addition, the Special Planning District allows for additional uses normally not found in the agricultural zone such as up to 50 residential units, a potential school site or related educational facilities within the farm site, and a community barn which can host community events such as farmers markets, barn dances, outdoor movies, harvest festivals, and craft fairs. In order to perform the multitude of functions envisioned for the site, activities within the Urban Farm site shall conform to the following guidelines:

Urban Farm Guidelines:

A. Agricultural Activities

- The use of pesticides and herbicides should be minimized. Sustainable farm practices shall be used, with Certified Organic Status as an option to pursue.

- The site shall be designed and maintained such that fertilizers will not drain onto adjacent property.
- Reuse of stormwater and treated wastewater shall be used to the extent possible.



Figure 3-2: Urban Farm Location



Figure 3-3: Urban Farm Conceptual Plan



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- The Urban Farm may be utilized for stormwater storage in emergency events.
- Farm equipment shall only be utilized between the hours of 7 am and 6pm and may be subject to the requirements of the City Noise Ordinance.
- All farm-related buildings and structures must comply with building and zoning codes.
- Outdoor lighting shall be carefully designed to minimize or eliminate interference with adjacent land uses.
- Equipment shall be stored in secured buildings or fenced compounds and screened from public view.
- All chemicals and fuels must be stored in an enclosed, locked structure.
- Pesticides or herbicides may be applied only in accordance with state and federal regulations.

- Animal pens must be fenced with appropriate materials, locked, and secured.
- Livestock is anticipated at the Urban Farm. Animals that are permitted in the Agricultural Zone per the Sacramento City Code are permitted in the Urban Farm Area. The operators of the farm may place additional restrictions on the types of animals permitted at the farm.

B. Buffers

- Animal pens shall be located a minimum of 200 feet from residential land uses.
- Hedgerows or other landscape screening shall be required where the urban farm abuts residential areas in order to reduce the potential for dust transmission.
- Crops must be set back a minimum of 50 feet from residential property lines, with transitional ground cover, shrubs, and trees or access roads in the area between crops and property lines.

- A landscape plan for the proposed landscaped buffer along the farm boundaries shall be prepared identifying the type and location of fencing and the location, species, sizes, and quantities of all plant material.

C. Programming (See Figure 3-3)

- Farm buildings may consist of a multipurpose barn, processing facilities, classrooms, offices, restaurant, and a packing house. In addition, private housing for caretaker/interns located away from public access may be included.
- Water quality basins shall be incorporated into the farm to provide pollutant removal and storm water storage.
- Grounds shall be organized to clearly differentiate between areas intended for public access and areas exclusively for farming activities not open to the general public.
- The design of the site should incorporate sustainable features in crop management, in both building and landscape design.

3.2.2 COMMUNITY GARDENS

The establishment of a Community Garden is an important element of this project. The safety and vitality of a healthy community relies heavily upon the vested pride of ownership that residents have for their neighborhood. The Community Garden is a place where neighbors can invest in the beauty and vitality of their community by individually cultivating their own small plots while fostering a focal point for neighborhood gatherings and social interaction.

The Community Garden is centrally located and in close proximity to the Urban Farm as shown in **Figures 3-4** and **3-5**. It is anticipated the Community Garden and Urban Farm will share resources and develop an interactive relationship.

Community Garden Guidelines:

- Automobile parking will be shared with adjacent uses. The Garden will provide bike racks and storage facilities and should be linked to pedestrian trails.
- Building structures shall be minor and designed to complement surrounding uses in a manner that is consistent with the architectural guidelines of the Urban Farm.
- A tool shed or other structure for storing tools, supplies, and materials shall be incorporated into the design.



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Figure 3-4: Community Garden Location



Figure 3-5: Community Garden Conceptual Plan



- Seating such as benches or picnic tables where gardeners can sit, relax, and take a break in shaded areas will be thoughtfully incorporated. Trash receptacles, drinking fountains, and restrooms will be included.
- Landscape treatment shall be consistent with the concepts developed for parks and other open space elements.
- A children’s area, which can include special small plots for children, a sand box, and limited play equipment will be included in the design.
- A small outdoor meeting area such as a small amphitheater or informal group of benches will be a part of the Community Garden.

3.2.3 COMMUNITY PARK

The Community Park is strategically located in the southwestern portion of the Plan Area adjacent to the Urban Farm parcel and west of the power lines as shown in **Figures 3-6 and 3-7**. It is well positioned for convenient access to area roadways and is located within a half mile of most residential areas within the Plan Area. The Community Park has been designed with homes fronting onto the park, providing eyes on the street. The park is located to provide easy access from transit and bicycle routes along Rock Creek Parkway and the Class I trail system, which ties into the Community Park and Urban Farm locations.

The Community Park is intended to meet recreational needs within a 2-3 mile radius. In addition to neighborhood park amenities, a community park may include: a large group picnic area with shade structure, a community garden, a neighborhood/community skate park, restroom, on-site parking, bicycle trail, a nature area, a dog park, lighted sports fields, or sport courts.



Figure 3-6: Community Park Location



Figure 3-7: Community Park





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Community Park Guidelines:

- Programming of the Community Park should include elements to address the needs of a diverse community.
- Park circulation should be designed to provide pedestrian access from the surrounding neighborhoods and the Urban Farm.
- Parking facilities should provide for a variety of transportation modes, including bicycle and automobile. Bicycle racks shall be provided in convenient locations. Parking shall be located as to provide shared use opportunities with other public facilities such as adjacent schools and the Urban Farm.
- Parking will be designed in accordance with the City’s current parking standards including the City’s Parking Lot Tree Shading Design and Maintenance Guidelines.
- LID design features shall be incorporated into the design of the Park in order to collect and capture park generated drainage and runoff and convey it through landscaped and vegetated areas prior to re-entering the underground drainage system.
- Park programming shall consider opportunities for shared facilities or conjunctive uses with the Urban Farm including such uses as outdoor learning areas, picnic, and festival areas.
- Easily accessible and adequate restrooms, drinking fountains, trash/recycling receptacles, benches, lighting, and other amenities shall be provided within the Community Park.



Figure 3-8: Neighborhood Park Location

3.2.4 NEIGHBORHOOD PARK

This project includes a Neighborhood Park located in the northwest quadrant of the Plan Area, as shown in **Figures 3-8** and **3-9**. This Neighborhood Park has been designed as a traditionally shaped square park to seamlessly integrate and complement the grid nature of the Land Use Plan. It is intended to provide a local gathering space for residents within the Plan Area.

The Neighborhood Park is intended to be used by people who live within a ½ mile radius, or within walking or bicycling distance of the park. Some neighborhood parks are situated adjacent to an elementary school; improvements are usually oriented toward the recreational needs of



children. Park amenities may include a tot lot, adventure area, unlighted sports fields or sport courts, a group picnic area, and/or parking limited to on-street. Primary park elements may also include landscaping, irrigation, turf, trees, site furniture, walkways, entry improvements, signage, drinking

fountain, children’s play area (tot lot and adventure area); picnic area with shade structure and sports courts. Structures and amenities should be designed to reflect the Park Neighborhood design of the community and should be reflective of its landscape and architectural character.

Neighborhood Park Guidelines:

- Park circulation should be designed to provide pedestrian access from the surrounding neighborhoods.
- Parking for the Neighborhood Park shall be provided on adjacent streets.

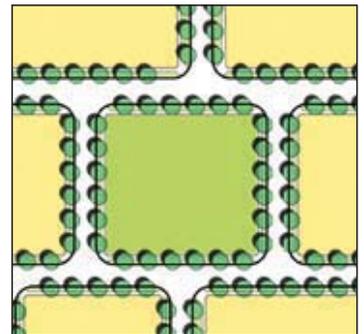


Figure 3-9: Neighborhood Park



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- Homes should be designed to front onto the Neighborhood Park where possible; and, in instances where homes do not front on, the use of porches, windows, or other enhanced architectural treatments are acceptable.
- LID design features shall be incorporated into the park design through the use of rain gardens, pervious surfaces, and vegetative swales.
- Park design should incorporate unique cultural elements or focal points consistent with the New Brighton history into the design to create a distinct identity.

3.2.5 MINI-PARKS

There are two teardrop shaped Mini-Parks proposed within the Plan Area at either end of Aspen Promenade as illustrated by **Figure 3-10**.



They provide a green terminus and focal point at either end of the project's signature street, and signal an important pedestrian connection between the High Density

Residential and Commercial at the northeasterly end and the mixed-use nature of the Four Corners Area and the Urban Farm at the southwesterly end of the Plan Area.

The Mini-Parks are intended to provide a local gathering space for residents for informal activities and interaction. Although they are relatively small in scale, Mini-Parks provide a useful function and can accommodate a range of activities and amenities as conceptually shown in **Figures 3-11** and **3-12**. Programming for Mini-Parks can be simple, but they should be designed to reflect the Park Neighborhood design of the Community in landscape palette and architectural character. The northern Mini-Park is adjacent to residential and should accommodate active and passive uses in a garden setting. These uses could include children's play areas, picnicking, tree alleys, arbors, and small shade structures.



Figure 3-10: Mini-Park Location



Figure 3-11: Mini-Park Conceptual Plan

The southern Mini-Park shall be designed to be compatible with community events at the Urban Farm, with flexibility for larger gatherings such as an amphitheater, farmers market, or informal activity lawn.



Figure 3-12: Mini-Park Conceptual Plan

Mini-Park Guidelines:

- Park circulation should be designed to provide pedestrian access from the surrounding neighborhoods and the Urban Farm.
- Parking for the Mini-Park should be provided on adjacent streets.
- Homes should be designed to front onto the Mini-Parks where possible; and, in instances where homes do not front on, the use of porches, windows, or other enhanced architectural treatments are acceptable.
- LID design features should be incorporated into the park design through the use of rain gardens, pervious surfaces, and vegetative swales.
- Mini-Parks should provide areas for seating, bike parking, trash receptacles, picnic areas, and shade structures.



3.2.6 MEDIANS AND PROMENADES

In order to emulate the history and embody the design of Sacramento’s Park Neighborhoods, generously landscaped boulevard parks have been incorporated into the Plan Area. These “boulevard” parks are intended to create signature streets which provide lush landscaping, visual and recreational opportunities, facilitation of transit, and opportunities for Low Impact Development. Located as shown in **Figure 3-13**, these generously proportioned landscape medians will be a significant contributor to the scenic value and unique character of the community.

Rock Creek Parkway, the main collector road through the community, provides a wide median intended to provide a dramatic backdrop for homes and neighborhood areas along its frontage. As shown in **Figure 3-14**, its primary functions include facilitating future transit, pedestrian access, limited recreational opportunities, and providing areas for LID features to capture urban runoff.

Aspen Promenade, the project’s primary signature street, connects the more intense commercial site and high density residential sites in the northeast corner of the site to the Four Corners and the Urban Farm in the southwest



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Figure 3-13: Median Locations



corner of the site. Designed as a wide median reminiscent of T Street in the Elmhurst neighborhood of Sacramento, this median will be designed to accommodate water quality features and limited neighborhood programming.

Median Guidelines:

- Roadway cross sections should conform to those shown on the approved Tentative Subdivision Maps and illustrated by Chapter 5 of these PUD Guidelines.
- LID design features shall be incorporated into the design through the use of a vegetative swale system.
- Pedestrian access to the medians shall be provided by pedestrian crosswalks at designated street intersections.
- Passive uses are encouraged such as rose gardens, themed plant gardens, tree allees, or arbors with seating areas. Limited active uses such as bocci ball and horseshoes may be provided.
- Landscape treatments shall be consistent with the concepts developed for parks and other open space elements.

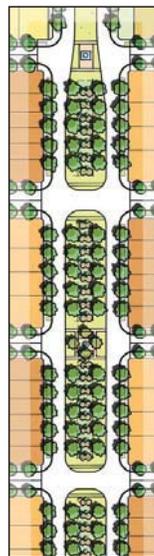


Figure 3-14: Rock Creek Parkway/Aspen Promenade Conceptual Programming

3.2.7 PERIMETER AND SLOPE

The total area and size of perimeter open space lands within the Plan consists of approximately 12 acres of buffer, entry, and slope landscaping that includes recreational trails and water quality features. As shown in **Figures 3-15, 3-16, and 3-17**, the perimeter landscape provides a clear physical identity for the plan as well as providing connections for paths and trails to link community features. Due to the topographic conditions of the site, slopes are necessary for a large portion of the perimeter. These slopes and generous entry setbacks provide opportunities for additional landscaping and buffering of adjacent arterial roadways.

Perimeter and Slope Guidelines:

- The steepness of the slope shall vary with a maximum of 2:1. Trails and steps may be used in limited areas for access to commercial facilities and community features.
- As illustrated by **Figures 3-16, and 3-17** uses within the perimeter areas may include entry features, ornamental landscaping, naturally planted open space, hedgerows, orchard and/or agricultural planting, paths, walks, bicycle trails, and small pocket parks.
- All vegetation proposed for the perimeter landscape shall be designed and maintained to minimize fire hazards.



Figure 3-15: Perimeter Open Space Locations



Figure 3-16: Perimeter Open Space Locations



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Figure 3-17: Perimeter Open Space Conceptual Plan

- Vegetated swales and water quality basins are important visual and aesthetic features of the perimeter open space and shall be designed in accordance with the project landscape guidelines.



3.2.8 ADDITIONAL OPEN SPACE AREAS

Figure 3-18 identifies additional open space areas within the Plan Area. These open space properties include portions of the land beneath the power line easement, slopes for the transmission towers, and a mid-block paseo, totaling an additional 7+ acres of designated open space. As illustrated by Figure 3-19, uses may include parking areas for the Community Park, bicycle trails, water quality systems, and landscaping of slopes for transmission towers. A block-long shortcut provides convenient and direct pedestrian access between intersections for residents north of the Community Park.



Figure 3-18: Additional Space Locations



Additional Open Space Guidelines:

- Uses should include signage features for the park, naturally planted open space, orchard planted parking areas, paths, walks, bicycle trails, and small pocket parks.
- All vegetation proposed under the transmission line shall be designed and maintained to minimize any encroachment hazards in accordance with Sacramento Municipal Utility District (SMUD) and Western area Power Agency (WPA) standards for powerline easements. Access to the towers shall be maintained and may be combined with the bike trail.
- Vegetated swales and water quality basins are important visual and aesthetic features of the community open space and shall be designed in accordance with the project landscape guidelines.
- Pedestrian features such as benches and trash receptacles are to be incorporated as appropriate.

Figure 3-19: Additional Open Space Conceptual Plan

- Open space may include programmed uses such as dog parks or other uses compatible and complementary to the Community Park.
- Landscaping and maintenance between the additional open space and the community park will match in design and planting selection to provide a continuous visual appearance. In addition, no fencing shall be provided between the Additional Open Space Area and the Community Park in order to provide the sense of one large open space.



CHAPTER 4: LANDSCAPE DESIGN

4.1 INTRODUCTION

This chapter has been established to work in concert with the Parks, Recreation, and Open Space Master Plan set forth in Chapter 3 to provide the necessary detail to implement the concept of a Park Community within the Plan Area. As stated throughout these PUD Guidelines, landscape is a critical component of the project’s identity. As an ever-present visual element along the streets, edges, medians, and parks, landscape plays an important role in establishing the identity of the Plan Area. The landscape design for the project drew inspiration from two primary sources: first, the historic Sacramento Park Neighborhoods that are known for their tree-lined and shade-dappled streets and, second, the traditional agricultural landscape of the Sacramento Valley with its regular geometry of hedgerows, orchards and row crops.

In addition to the inspiration drawn from tree-lined streets and agricultural landscapes, the project features the incorporation of green infrastructure or LID landscape practices into the overall project design. LID principles incorporate drainage features seamlessly into the landscape through shallow surface vegetated drainage areas in order to reduce stormwater runoff velocities and volumes through hydromodification and to improve the water quality of downstream runoff.

This chapter addresses the elements found within the landscape realm and includes guidelines and standards for planting design, street trees, project

entries, parks, perimeter slopes and open space, edible landscaping, LID features, plant palettes, irrigation, fences and walls, paving, lighting, and street furniture. The guidelines and standards set forth within this chapter will provide a closely coordinated, cohesive, and memorable landscape experience within the Community.





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Landscape Design

4.2 PLANTING DESIGN

An emphasis on tree planting serves as the primary focus of the landscape plans. Long-term development of shaded streets, parks, buffers, parking areas, and other locations is one of the primary determinants of community character and quality living environments. General planting guidelines are discussed below followed by a description of the primary landscape features of the project.

Planting Design Guidelines:

- Highlight the planting of long-lived species that are indigenous or well adapted to the climate and soils of the site.
- Landscape should emphasize the use of drought-tolerant, native adapted landscape species particularly in parks and other open space areas.
- Turf should be limited to parks, schools, or other active uses and/or high visibility areas. Low groundcover and native grasses should be used as an alternative to turf wherever possible.
- Avoid planting tree species with invasive root systems near utility lines and paving. Such species may be used in larger setback areas and open space areas provided there is adequate clearance.
- Planting design should consider location and orientation when adjacent to buildings to maximize solar orientation and reduce building heating and cooling.
- Encourage energy-efficient landscaping techniques by using local materials, on-site composting, and chipping to reduce green waste hauling.
- Plants should be selected for scale, color, and texture and planted in larger masses for ease of maintenance.
- Planting design should consider year-round interest and seasonal character through the careful use of flower and leaf color.
- Landscape design shall provide effective screening of parking areas, retaining walls, utility enclosures, utility cabinets, service areas, or service corridors to reduce negative visual impacts.
- Screen landscaping should incorporate evergreen plant species in order to maintain year-round leaf cover.

4.3 COMMUNITY LANDSCAPE ELEMENTS

Primary landscape components of the Plan Area including street trees, entries, parks, perimeter slopes, edible landscapes and open spaces, are set forth in the subsequent sections of this Chapter. Consistent with the Guiding Principle of promoting wellness within this PUD, opportunities for edible landscaping are provided in order to further promote the connection of community to land. All landscape elements described within this Chapter should conform to the Plant Palette provided in [Table 4-1](#).

4.3.1 STREET TREES

Street trees are the backbone of the Plan Area's neighborhoods and tree type should be selected from the Plant Palette provided in [Table 4-1](#) based on the hierarchy and importance of the street within the community. Street trees are utilized on every street, located within an enlarged planter strip or parkway between the curb and pedestrian walkway. In addition to the street trees, a key aspect to creating an identifiable image for the project will be landscaping at project entries.

Perimeter streets include Jackson Highway and South Watt Avenue which are inspired by the regular geometry of hedgerows orchards and row crops. The trees shall consist of multiple rows of regularly spaced trees, matched in height and appearance, to create an orchard-like appearance.

Street Tree Guidelines:

- As illustrated by [Figure 4-1](#), street tree plantings are required along all public streets and shall be installed by the builder parallel to the curb and centered in the planter strips.
- Local streets shall be framed by regular plantings of canopy street trees and a minimum of 8-foot parkway between curb and sidewalk.
- Portions of Jackson Highway and South Watt Avenue will be planted to screen the adjacent out-parcel on Jackson Highway and buffer residential uses from South Watt Avenue.
- Rock Creek Parkway and Aspen Promenade shall have multiple rows of regularly spaced trees. They will be matched in height and form to create a traditional shaded boulevard experience. Within these large medians small pocket parks shall be provided with accent plants and detailed landscape features.
- Trees shall be planted at sufficient intervals to accommodate mature growth. Maximum spacing should be no more than 30 feet on center.



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Figure 4-1: Street Tree Plantings

- Street trees should be pruned to provide a minimum 8-foot clear space between the lower branch and the pedestrian walkway to allow for clearance for vehicles, pedestrians, and bicycle passage.
- Accent trees which provide seasonal color and visual interest should be planted at project entries and important intersections.
- Tree species may vary along primary roadways and local roads to create neighborhoods identified by particular tree species.
- Trees shall be planted from a minimum of fifteen (15) gallon containers or larger.



4.3.2 PROJECT ENTRIES

Project entries at South Watt Avenue and Jackson Highway provide an opportunity to distinguish the Plan Area from other communities in the region. As illustrated by **Figure 4-2**, primary project entries should be simple and understated with orchard tree plantings as the dominant element in order to reinforce the agricultural identity of the Plan Area. Entry design will also incorporate elements such as hardscape, pavers, signage, lighting, etc., to create a memorable landscape gateway.



Figure 4-2: Primary Project Entries

Project Entry Guidelines:

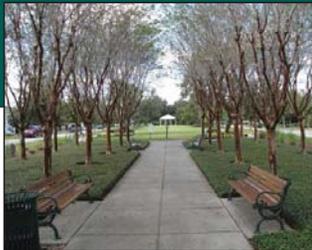
- Orchard trees, native, or ornamental grasses should be the dominant elements. Accent color can be provided with lavender, rosemary or other appropriate plant types.
- Materials should have a classic and timeless appeal, be durable and simple in form, but appropriate to the scale of Jackson Highway and South Watt Avenue.
- Additional materials should be kept to a minimum to establish a uniform identity and avoid a cluttered landscape and architectural palette.

4.3.3 PARKS

As illustrated by **Figure 4-3**, parks within New Brighton can have both formal and informal planting designs relating to adjacent uses and program requirements. The landscape will have a manicured appearance, although native-adapted and low water-using plants should be emphasized. Smaller parks will lend themselves to formal planting treatments interspersed with large graceful shade trees while larger parks such as the Community Park will provide areas for active recreation.



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Landscape Design



Park Landscape Guidelines:

- The Community Park shall have plantings that incorporate agricultural theming with small groves of trees in highly visible areas combined with informal masses of trees and plantings in and around activity areas.
- Each park shall be designed as not only a visual space that has a definite character but also one that has areas for informal activities, shaded areas, seating areas, and viewing and/or strolling gardens.
- Each park shall incorporate one unique garden or architectural feature that complements the community design such as an arbor, trellis, or sculpture. Larger parks can include gazebos, pergolas, or follies.

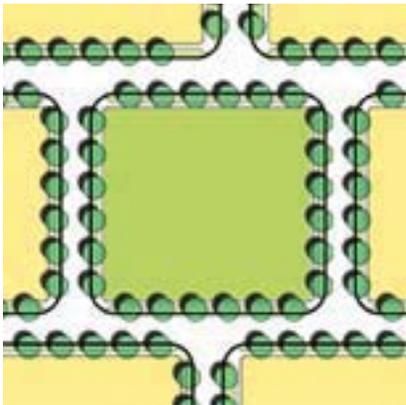


Figure 4-3: Parks

4.3.4 PERIMETERS AND SLOPES

Perimeter and slope areas provide a unique opportunity to incorporate a mixture of landscape materials suitable for agricultural production, screening, or ornamental and native-adapted landscape. Orchard-type plantings, such as olive and almond, can be utilized in many areas to complement the agrarian landscape of the Plan Area and provide agricultural products. Figures 4-4 and 4-5 illustrate design options for perimeter and slope plantings where screening or ornamental landscapes are desired and plantings utilize native-adapted and low water plants grouped in large masses to achieve a natural appearance. Grading and planting design shall be carefully coordinated to enhance the quality and character of the community.



Figure 4-4: Design Options for Perimeter and Slope Plantings

Perimeter Slopes and Open Space Guidelines:

- Grading and planting design for slopes and bioretention areas shall be unified to ensure plant species respond to grade changes and moisture levels associated with the design.
- Shrubs and trees will be planted to screen adjacent uses as appropriate.
- Contoured grading shall be executed without severe breaks in slopes to achieve a natural appearance.

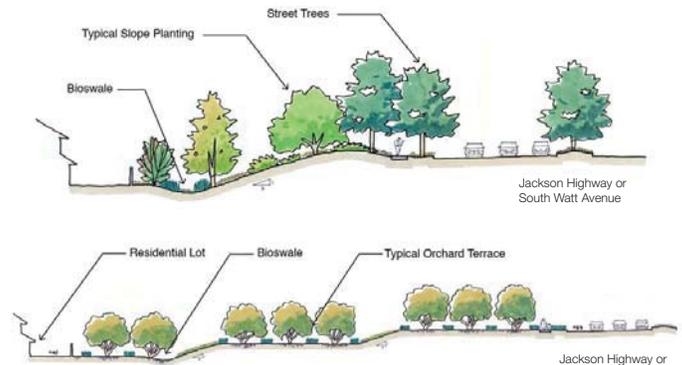


Figure 4-5: Design Options for Perimeter and Slope Plantings



Chapter 04
Landscape Design

- Native grasses shall be used for all slope areas where orchard or ornamental plant and tree species are not used in order to provide erosion control.
- Agricultural plant palettes should be utilized along slope areas to the extent possible.

4.3.5 EDIBLE LANDSCAPE

An important emphasis on community agriculture is intended to be reinforced by planting design and landscape throughout the Plan Area.



In addition to the urban farm and community garden, edible landscaping should be used wherever possible. Edible landscapes combine fruit and nut trees, berry bushes, vegetables, herbs, edible flowers, and ornamental plants into aesthetically pleasing designs. These designs can incorporate any garden style and can be included almost anywhere in the community landscape. The edible landscape recognizes that an aesthetically pleasing landscape and the production of fresh, delicious food can go hand-

in-hand. Edible landscaping can be incorporated in school gardens, commercial and multi-family sites, trails, parks, and other spaces so that residents can enjoy the benefits of edible plants integrated into their landscapes.



Edible Landscaping Guidelines

- Edible landscape designs should resemble an ornamental garden and create balance, unity, rhythm, interconnection, and pattern in the landscape while integrating a host of food-producing plants into the design.
- Fruit trees can be grown as large trees in the landscape or trained as fences in an “espalier.”
- A wide range of berry-producing shrubs and brambles (raspberries) can work well as hedges, living fences, or screens.
- Vining plants such as hardy kiwi and grape can climb along an arbor, pergola, fence line, or trellis.



- Food-producing plants should be mixed with ornamental plants. The edible landscape garden should include non-edible tree, shrub, and perennial species.

4.4 LOW IMPACT DEVELOPMENT (LID) LANDSCAPE

The term LID is one of many used to describe the practices and techniques employed to provide advanced storm water management that seeks to maintain and use vegetation and open space to optimize natural hydrologic processes to reduce stormwater runoff. Through means such as infiltration, evapotranspiration, and reuse of rainwater, LID techniques manage water and water pollutants at the source and thereby reduce or prevent urban runoff impacts to rivers, streams, lakes, coastal waters, and ground water.

As illustrated by **Figure 4-6**, LID features are incorporated throughout the Plan Area and they include both formal and informal plantings depending on the location of the facility. LID features are meant to be an invisible design element that presents itself as a natural, integral part of the landscape design rather than a separate uncoordinated feature.

LID features in the Plan Area include a comprehensive system of open space and landscaped areas which are intended to improve stormwater quality and reduce runoff volumes. This comprehensive system includes modified street designs as discussed in Chapter 5 of these PUD Guidelines, enlarged planter strips adjacent to all streets, large medians in Rock Creek Parkway and Aspen

Promenade, and a number of open space and recreational areas intended to provide for the infiltration and reduction of stormwater flows. **Figures 4-7 and 4-8** provide conceptual examples of some of the LID techniques utilized within the Plan Area.

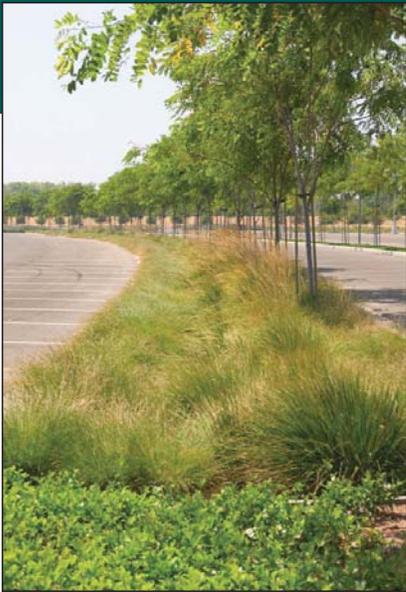
In addition to the LID features in the medians and open space, New Brighton includes a range of creative landscape design approaches for the residential, park, and commercial areas of the project. All project areas are encouraged to incorporate the following practices:

LID Guidelines:

- Plant large canopy street trees where appropriate to intercept rainwater, encourage root uptake, and facilitate evapotranspiration.
- Construct infiltration and conveyance trenches in planting strips planted with native and/or adapted vegetation to provide detention and infiltration depending on design.
- Build bioretention systems in planting strips or in open space and perimeter landscape areas. These systems use special soil mixes that promote tree root growth, runoff treatment, and infiltration depending on design.
- Bioswale channels in Rock Creek Parkway and Aspen Promenade should resemble a native grass-lined channel, linear in nature,



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complementing the formal boulevards.

- Construct interconnected vegetated swales in the large parkways and medians as a part of the roadway system.
- Residential areas should landscape with a vegetative strip to provide on-lot detention, filtering of rainwater, and groundwater recharge.
- Buildings should have disconnected gutters and downspouts from roofs and direct flows to rain gardens or bioswales.
- Use permeable pavers, porous pavement, or other permeable material for walkways and parking areas where possible.



Figure 4-6: Preliminary LID Concept Plan



- Tree and plant species for bioretention and bioswale areas shall be selected from the approved plant palette shown in **Table 4-1** of this chapter
- Perimeter open space edges of the project should allow for vegetated swales at the bottom of slope banks to convey stormwater into small bioretention basins.

4.5 PLANT PALETTE

Plant materials have been selected to establish a unique landscape character. These plants are particularly well suited to the soils, climate, and water requirements for the area. The list is not intended to be exhaustive but to provide a clear guide for selection. Additional plants may be used that are compatible with this list and are consistent with the intent of these PUD Guidelines.

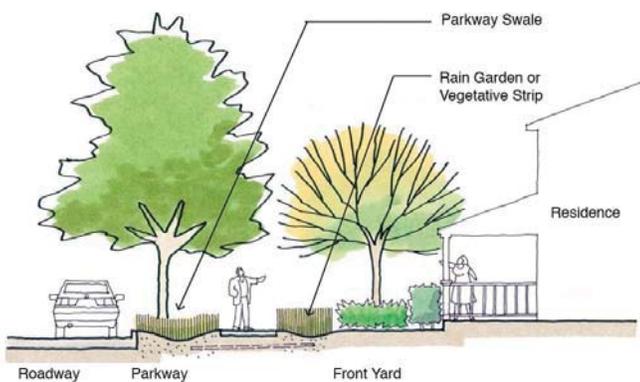


Figure 4-7: Conceptual Examples of LID Features



Figure 4-8: Conceptual Examples of LID Features



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Table 4-1: Plant Palette

Botanical Name	Common Name	Parkways	Streets	Accents	Bioswales	Farm and Orchards	Open Space / Slopes	Parks	Commercial	Native or Cultivar
Trees										
Acer negundo 'variegatum'	Variegated Box Elder				●		●	●		●
Acer saccharum	Sugar Maple				●		●	●		●
Aesculus californica	California Buckeye			●	●		●	●		●
Alnus rhombifolia	White Alder				●		●	●		●
Cercis canadensis	Eastern Redbud			●						
Cercis occidentalis	Western Redbud			●	●					
Citrus varieties	Oranges - Navel, Valencia, Satsuma, Mandarin, Lemon			●		●	●	●	●	
Diospyro Kaki	Persimmon			●		●		●		
Ficus Carica	Common Fig			●			●			
Fraxinus americana varietals	American Ash		●	●				●		
Fraxinus pennsylvanica varietals	Green Ash		●	●				●		
Fraxinus uhdei	Evergreen Ash		●					●		



Table 4-1: Plant Palette (continued)

Botanical Name	Common Name	Parkways	Streets	Accents	Bioswales	Farm and Orchards	Open Space / Slopes	Parks	Commercial	Native or Cultivar
Ginkgo Biloba	Ginko		•					•		
Juglans hindsii	California Black Walnut					•	•	•		
Lagerstroemia indica	Crape Myrtle - Multi Stemmed	•		•				•	•	
Lauris nobilis	Sweet Bay	•		•				•	•	
Liquidambar styraciflua	Sweet Gum			•				•	•	
Liriodendron tulipifera	Tulip Tree		•	•				•	•	
Malus species	Crabapple	•		•		•		•	•	
Olea europaea	Olive					•	•	•	•	
Olea europaea 'Swan Hill'	Fruitless Olive	•		•		•	•	•	•	
Phoenix canariensis	Canary Island Date Palm	•		•		•		•	•	
Pinus eldarica	Afghan Pine						•	•	•	
Pinus halepensis	Aleppo Pine						•	•	•	
Pistacia chinensis	Chinese Pistache		•		•		•	•	•	



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Table 4-1: Plant Palette (continued)

Botanical Name	Common Name	Parkways	Streets	Accents	Bioswales	Farm and Orchards	Open Space / Slopes	Parks	Commercial	Native or Cultivar
Platanus acerfolia	London Plane Tree		●		●					
Platanus racemosa	California Sycamore	●	●		●		●	●	●	●
Populus fremontii	Western Cottonwood				●	●	●			●
Populus nigra spp	Theve Poplar, Lombardy Poplar	●			●	●	●	●		
Prunus cascade snow	Cascade Snow Cherry					●				
Prunus dulcis	Almond					●				
Prunus serrulata	Japanese Flowering Cherry					●				
Prunus x blireiana	Flowering Plum					●				
Pryus calleryana varieties	Callery Pear	●	●	●	●	●		●	●	
Quercus agrifolia	Coast Live Oak	●	●	●	●		●	●	●	
Quercus buckleyi	Texas Red Oak		●		●			●	●	
Quercus coccinea	Scarlet Oak		●		●			●		
Quercus douglasii	Blue Oak		●		●			●	●	



Table 4-1: Plant Palette (continued)

Botanical Name	Common Name	Parkways	Streets	Accents	Bioswales	Farm and Orchards	Open Space / Slopes	Parks	Commercial	Native or Cultivar
Quercus Ilex	Holly Oak	●	●		●			●	●	
Quercus lobata	Valley Oak		●		●		●	●	●	
Quercus macrocarpa	Bur Oak		●		●		●	●	●	
Quercus robur ' Skymaster'	Skymaster Oak		●		●			●	●	
Quercus ruber	English Oak	●	●		●			●	●	
Quercus rubra	Red Oak	●	●		●			●	●	
Quercus shumardii	Shumard Red Oak	●	●		●			●	●	
Quercus suber	Cork Oak		●		●		●	●		
Quercus virginiana	Southern Live Oak	●	●		●				●	
Schinus molle	California Pepper			●	●		●	●		
Taxodium mucronatum	Mexican Cypress			●	●			●		
Tilia cordata, americana	Linden	●			●				●	



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Table 4-1: Plant Palette (continued)

Botanical Name	Common Name	Parkways	Streets	Accents	Bioswales	Farm and Orchards	Open Space / Slopes	Parks	Commercial	Native or Cultivar
<i>Ulmus parvifolia</i>	Chinese Elm	●	●		●				●	
<i>Umbellularia californica</i>	California Bay	●	●		●	●			●	
<i>Zelkova Serrata</i> 'green vase'	Green Vase Zelkova	●	●		●		●		●	
Large Shrubs										
<i>Aesculus californica</i>	California Buckeye			●	●	●	●	●	●	●
<i>Arbutus</i> spp	Madrone			●	●	●	●	●	●	●
<i>Carpenteria californica</i>	Bush Anemone						●			
<i>Cercis occidentalis</i>	Redbud			●	●	●		●	●	
<i>Cornus</i> spp	Dogwood			●		●		●	●	
<i>Feijoa sellowiana</i>	Pineapple Guava			●		●	●	●	●	
<i>Heteromeles arbutifolia</i>	Toyon					●	●	●	●	●
<i>Hibiscus syriacus</i>	Rose of Sharon			●				●	●	
<i>Melaleuca nesophila</i>	Pink Melaleuca			●			●	●	●	
<i>Punica granatum</i>	Pomegranate					●		●		
<i>Rhus integrifolia</i>	Lemonadeberry					●	●	●		



Table 4-1: Plant Palette (continued)

Botanical Name	Common Name	Parkways	Streets	Accents	Bioswales	Farm and Orchards	Open Space / Slopes	Parks	Commercial	Native or Cultivar
Salix spp	Willow				●		●	●		
Sambucus mexicana	Blue Elderberry				●		●	●		
Medium Shrubs										
Abelia grandiflora	Glossy Abelia					●		●	●	
Alyogyne huegelii	Blue Hibiscus			●				●	●	
Brunfelsia pauciflora	Yesterday-Today-and-Tomorrow			●				●	●	
Buddleia davidii	Butterfly Bush			●				●	●	
Calliandra spp	Fairyduster, Flame Bush			●				●	●	
Ceanothus spp	Wild Lilac	●					●	●	●	
Elaeagnus pungens	Silverberry					●	●	●	●	
Grevillea noellii, rosmainifolia	Grevillea					●		●	●	
Lavandula spp	Lavender	●		●		●	●	●	●	
Lavatera spp	Rose Mallow	●				●	●	●	●	
Leonotis leonurus	Lions Tail	●				●		●	●	



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Table 4-1: Plant Palette (continued)

Botanical Name	Common Name	Parkways	Streets	Accents	Bioswales	Farm and Orchards	Open Space / Slopes	Parks	Commercial	Native or Cultivar
Ligustrum japonicum 'texanum'	Japanese Privet					●			●	
Lupinus albifrons	Silver Bush Lupine					●		●	●	
Mahonia aquifolium	Oregon Grape	●			●	●	●	●	●	
Myrtus communis	True Myrtle					●	●	●	●	
Pelargonium spp	Geranium	●	●			●		●	●	
Philadelphus lewisii	Mock Orange					●		●	●	
Pittosporum species	Pittosporum	●				●		●	●	
Plumbago auriculata	"Royal Cape"	●				●		●	●	
Raphiolepis indica	India Hawthorne	●	●			●		●	●	
Romneya coulteri	Matilija Poppy					●	●	●	●	
Rosa spp	Rose	●		●	●	●		●	●	
Rosmarinus officinalis varietals	Rosemary	●	●			●		●	●	
Ruellia californica	Ruellia					●		●	●	●
Teucrium sp	Germander					●		●	●	



Table 4-1: Plant Palette (continued)

Botanical Name	Common Name	Parkways	Streets	Accents	Bioswales	Farm and Orchards	Open Space / Slopes	Parks	Commercial	Native or Cultivar
Viburnum species	Viburnum					•		•	•	
Xylosma congestum	Shiny Xylosma	•				•	•	•	•	
Small Shrubs										
Agapanthus spp "Storm Cloud"	Lily of the Nile	•	•			•		•	•	
Angiogoanthos flavidos	Kangaroo Paw	•		•		•		•	•	
Baccharis pilularis	Coyote Bush	•	•			•	•	•	•	
Brunfelsia pauciflora	Yesterday-Today-and-Tomorrow	•				•	•	•	•	
Buddleia davidii	Fairy Duster	•				•		•	•	
Buxus species*	Boxwood	•	•			•		•	•	
Caesalpinia pulcherrima	Spice Bush	•				•	•	•	•	
Callistemon viminalis "Little John"	Little John Bottlebush	•				•		•	•	
Calycanthus occidentalis	Western Sweetshrub	•				•	•	•	•	•
Cistus spp	Rockrose	•				•	•	•	•	
Dietes spp	Fortnight Lily	•	•		•	•		•	•	



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Table 4-1: Plant Palette (continued)

Botanical Name	Common Name	Parkways	Streets	Accents	Bioswales	Farm and Orchards	Open Space / Slopes	Parks	Commercial	Native or Cultivar
Erigeron spp	Buckwheat	●					●	●	●	●
Euryops pectinatus	Island Bush Snapdragon	●					●	●	●	●
Gambelia speciosa	Showy Greenbright	●					●	●	●	
Hellianthemum nummularium	Rockrose	●					●	●	●	
Hemerocallis hybrids*	Daylily	●	●					●	●	
Pittosporum tobira dwarf varieties	Pittosprum	●	●					●	●	
Raphiolepis indica dwarf varieties	India Hawthorne	●	●					●	●	
Salvia spp	Sage	●	●		●		●	●	●	●
Spirea sp	Spirea	●					●	●	●	
Westringia fruticosa	Coast Rosemary		●				●	●	●	
Yucca	Yucca						●			
Grasses										
Aristida purpurea	Purple Three Awn				●	●	●	●	●	
Carex spp	Sedge	●	●		●	●	●	●	●	●



Table 4-1: Plant Palette (continued)

Botanical Name	Common Name	Parkways	Streets	Accents	Bioswales	Farm and Orchards	Open Space / Slopes	Parks	Commercial	Native or Cultivar
Elymus spp	NCN				●	●	●	●	●	●
Festuca californica	California Fescue				●	●	●	●	●	●
Festuca spp	Fescue	●	●		●	●	●	●	●	
Iris douglasiana	Douglas Iris	●	●		●	●	●	●	●	●
Juncus patens	Common Rush				●	●	●	●	●	●
Juncus textilis	Basket Rush				●	●	●	●	●	●
Muhlenbergia rigens	Deer Grass	●			●	●	●	●	●	●
Pennisetum spp	Fountain Grass	●			●	●	●	●	●	
Scirpus sp	Tule				●	●	●	●	●	●
Ground covers										
Arctostaphylos spp	Manzanita	●	●			●	●	●	●	
Baccharis pilularis twin Peaks	Dwarf Coyote Bush	●	●				●	●	●	
Ceanothus gloriosus	California Lilac	●	●				●	●	●	
Cotoneaster sp	Cotoneaster	●					●	●	●	



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Table 4-1: Plant Palette (continued)

Botanical Name	Common Name	Parkways	Streets	Accents	Bioswales	Farm and Orchards	Open Space / Slopes	Parks	Commercial	Native or Cultivar
<i>Hypericum calycinum</i>	St. Johns Beard	●						●	●	
<i>Lantana</i> spp	Lantana	●						●	●	
<i>Lonicera japonica</i>	Honeysuckle	●	●					●	●	
<i>Potentilla fruticosa</i>	Shrubby Cinqufoil	●	●					●	●	
<i>Ribes malvaceum</i>	Chaparral Currant	●			●		●	●	●	
<i>Ribes speciosum</i>	Flowering Gooseberry	●			●		●	●	●	
<i>Rosmarinus</i> off. <i>Prostratus</i>	Prostrate Rosemary	●	●					●	●	
<i>Trachelospermum asiaticum</i>	Asiatic Jasmine	●	●					●	●	
<i>Trachelospermum jasminoides</i>	Star Jasmine	●	●					●	●	
<i>Vaccinium ovatum</i>	Evergreen Huckleberry						●	●	●	
<i>Vinca major</i>	Periwinkle	●	●					●	●	
Vines										
<i>Campsis</i> spp	Trumpet Creeper	●				●		●	●	
<i>Jasminum</i> spp	Jasmine	●				●		●	●	



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Table 4-1: Plant Palette (continued)

Botanical Name	Common Name	Parkways	Streets	Accents	Bioswales	Farm and Orchards	Open Space / Slopes	Parks	Commercial	Native or Cultivar
Lonicera japonica	Honeysuckle	●				●	●	●	●	
Parthenocissis tricuspidata	Boston Ivy					●	●	●	●	
Rosa spp	Climbing Rose	●				●	●	●	●	
Vitis spp	Wild Grape	●				●		●	●	
Wisteria chinensis	Chinese Wisteria	●				●		●	●	

4.6 IRRIGATION AND WATER CONSERVATION

The use of native and adapted plants which require low water use and possess resistance to pests and diseases is encouraged. Less watering, fertilizing, and chemical control required for landscape design reduces the need for irrigation and associated water use. The irrigation system should be designed to conserve water resources by efficiently and uniformly distributing water.

Irrigation design should be based upon the California Department of Water Resources State Model Water Efficient Landscape Ordinance (AB 1881) and the *Irrigation Association’s Turf & Landscape Irrigation Best Management*

Practices, 2005 edition, or best available data and tailored to the climate of the City of Sacramento.

Irrigation and Water Conservation Guidelines:

- Irrigation design should accommodate hydrozones accordingly. For example, separate zones are required for shrub beds and turf beds. Trees should be put on a separate system when possible. Systems should also be separated by sun exposure, i.e., north/east exposures versus south/west exposures.
- Automatic irrigation systems shall include a rain shutoff valve.

- Moisture sensors should be installed at appropriate intervals in commercial and mixed-use areas and along streetscapes to minimize overwatering.
- The reuse of stormwater and treated wastewater should be incorporated into landscape design to the extent possible.
- Turf and groundcover should be irrigated with a conventional spray system, using head-to-head spray coverage. Misting spray heads in turf areas should be avoided.
- Shrubs and trees should be irrigated with a drip system or MPR heads to provide deeper, more even watering and promote water conservation.
- Irrigation controls should be screened from view from the street by landscaping or other attractive site materials.



- Soil should be mulched with 3-4 inches of organic material, such as wood chips, to reduce evaporation, keep the soil temperature even, and control weeds.
- Roof water collection systems should be used as much as feasible to reuse roof runoff for irrigation.

4.7 FENCES AND WALLS

Fencing and walls should be made from high quality materials and relate to the character of each unique area within the community. In general, high masonry walls along collector and arterial streets should be avoided; and in areas adjacent to open space, parks, and view corridors, fencing should be permeable to allow visual access. As shown in **Figure 4-9**, fencing and walls within the Plan Area are intended to distinguish project areas while creating a welcoming appearance that encourages and controls pedestrian movement between residential, commercial, and public use areas.

Fences and Walls Guidelines:

- Where noise attenuation is required along arterial



Articulated Fencing



Post and Rail Fencing



Low Gabion Wall

roadways, berming, gabion, or drystack appearing walls should be used to avoid the use of long, uninterrupted masonry sound walls.

- When used, front yard fencing may consist of fencing or walls with a maximum height of four (4) feet. Materials shall be limited to stone, masonry, or finished wood product and should be used in combination with a hedge or shrub from the approved plant palette. On corner lots, front yard fencing shall be continuous along the front and side property line along a street.
- Privacy fences that occur along lot lines or between structures should not be visible from major public streets or public use areas.
- Solid fences or walls used for privacy or security may be used in either side or rear yard conditions. Fencing shall be limited to six (6) feet in height and, in areas facing a public street or alley, must incorporate a change in articulation for the top 12-18 inches of the fence.



Figure 4-9: Fencing and Walls within Plan Area



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- Design of private fences shall be compatible with the building architecture and should be consistent within each residential neighborhood or development phase. Fences or walls shall be of durable construction and shall present a “finished” appearance from adjacent properties.
- For corner lots, side yard fencing along street frontages shall be located a minimum of five feet (5’) from the sidewalk. In instances where a privacy fence ties into front yard fencing, a transition fence with a maximum average height of 54 inches shall be used. **Figure 4-10** provides an example of a transition fence.

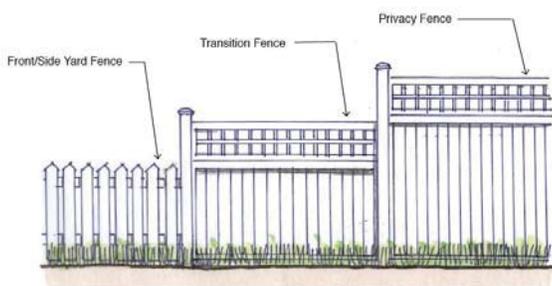


Figure 4-10: Example Transition Fence

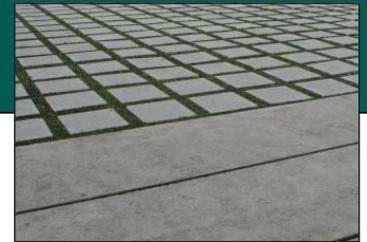
- Fences or walls connecting two separate units, and visible from the public streets, should be of the same material and color and be compatible with the building architecture.
- To reduce their visual prominence, walls and fences should be used in combination with tree, vine, shrub, and hedge planting.
- View fences are intended to allow views of open space from private lots while providing security. View fences may consist of wood or steel posts with wood pickets, wire mesh, or decorative wrought iron and shall not exceed six (6) feet in height. View fences are required where residential uses abut open space areas and slopes when they are not adjacent to arterial roads such as Jackson Highway or South Watt Avenue.
- Chain link fencing is prohibited on residential properties but may be used to provide security of large public, recreation facilities, or agriculture properties. All chain link fencing shall be green or black, vinyl-clad fencing, or equivalent, with posts to match.
- Where appropriate, fencing along the perimeter of the Urban Farm shall consist of post and pole or post and rail type fencing.

4.8 PAVING AND HARDSCAPE

Paving surfaces and hardscape design should complement the design scheme of pedestrian-oriented spaces. The use of color, texture, and material add to the visual interest of pedestrian spaces, particularly in public gathering areas such as plazas and promenades and along commercial walkways. Visual appeal should be balanced with functionality and incorporate materials that provide for on-site stormwater retention and/or contribute to groundwater recharge.

Paving and Hardscape Guidelines:

- Paving surfaces on residential lots should be limited to the driveway, walkways, and patios. Alternative paving treatments and materials are encouraged such as concrete unit pavers, brick, flagstone, decomposed granite, or exposed aggregate.
- Paving suitable for residential uses that can be used to increase permeability includes: concrete-paving strips used alternately with turf or groundcovers (for driveways), pervious concrete pavers, and stone or brick paving on an aggregate base.
- Paved surfaces in commercial and mixed use areas should incorporate pervious paving treatments in plazas, parking lots, and pedestrian walkway areas.



- Pervious paving treatments must conform to ADA accessibility requirements.
- Incorporate recycled and waste products into the construction process where conventional concrete paving is used. This conserves resources and minimizes energy waste. Recycled concrete can be used as aggregate, and fly ash can be added to concrete mixes.
- In general, configure pavers in a herringbone or other pattern perpendicular to the direction of travel.
- The use of pavers, colored and stamped concrete or asphalt, or other materials is encouraged to delineate parking areas along roadways.



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4.9 LIGHTING

Lighting throughout the Plan Area is an integral part of the overall community image. In addition to ensuring the safety of residents and users, lighting shall serve to highlight important community elements including Rock Creek Parkway, Aspen Promenade, neighborhood and community parks, pedestrian paths, and off-street trails. Landscape lighting shall be limited to important landscape areas, entry and sign features, or pedestrian use areas. Efficient lighting design can improve nighttime visibility by avoiding glare, minimize building and site light trespass onto neighboring property, and reduce sky glow, in order to increase visibility of the night sky.

Lighting Guidelines:

- Typical streetlights throughout the Plan Area shall utilize ornamental pedestrian-scale fixtures. Fixture styles and colors shall be compatible with architectural elements of the community, and the color of light poles and fixtures shall be consistent throughout the Plan Area.

- Off-street trail systems and pedestrian shortcuts shall utilize low level lighting sources such as lighted bollards or other comparable solutions.
- Lighting shall be designed and located to minimize ambient light levels throughout the community while maintaining consistency with public safety standards.
- Lighting shall be designed to minimize glare and the direct view of light sources. No lighting shall blink, flash, or be of unusually high intensity or brightness.
- Light should be generated by efficient light sources to save energy and minimize operating costs.
- Athletic field and court lighting shall be planned to minimize illumination of neighboring uses.



4.10 SITE FURNITURE

Site furniture, water features, and public art add a level of detail and design that enlivens public spaces and provides opportunities for people to gather and interact. Correctly placed and well-designed site amenities enhance the usability and appearance of community spaces including parks, trails, transit stops, streets, plazas, courtyards, and building entries. Seating, tables, bollards, bicycle racks, trash receptacles, flagpoles, lighting standards, and tree grates should be considered as part of the initial site design. Site furniture should be compatible in size, design, and color with the surrounding architecture and landscape design but not dominate the landscape.

Site Furniture Guidelines:

- Slight variety in product types within the same family of styles is encouraged to maintain continuity in design but avoid an overly commercial feel. Urban areas should be more modern whereas furniture in natural areas can incorporate wood.
- Furnishings should be designed and selected for safety, ease of maintenance, and replacement.

- A variety of seating types should be provided for different public spaces, including café seating, benches, seat walls, and movable seating.
- Seating should be coordinated with shade trees and/or structures.
- Water features are encouraged as a visual and acoustic element.
- Public art should be incorporated into project site design in a variety of ways such as murals, street furniture, play equipment, signage and sculpture.





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4.11 PARKING LOT LANDSCAPING

Landscaping is incorporated into the design of parking lots to soften paved areas, reduce heat during the summer months, and provide shade and wayfinding. Landscaping, low screen walls, landscaped berms, and other design elements should be used to screen parking areas from streets. Landscape helps filter pollutants from the air, reduces the visual impact of large expanses of parking areas, and reduces heat gain.

Parking Lot Landscape Guidelines:

- Parking lots should be planted with trees to provide a minimum of 50% shading after 15 years in conformance with all applicable City of Sacramento codes.
- Pedestrian routes through parking lots should be clearly designated with paving and landscaping. Entryways to major building entries should also be clearly visible.

- Sight distance requirements should be maintained at parking lot entries.
- Pervious pavements and surfaces shall be utilized in conjunction with agricultural planting palettes to the extent possible for parking lot design.
- Various techniques such as berming, hedges, and the use of recessed parking areas is encouraged to reduce the visual impact of parking areas.
- The use of all weather surfaces such as decomposed granite or compacted aggregate base is encouraged in parking areas within the Urban Farm subject to final approval by the City of Sacramento.
- Electric car charging facilities should be included in all commercial and multi-family parking lots. When possible, the use of solar charged electric vehicle chargers shall be utilized.

CHAPTER 5: CIRCULATION

5.1 CIRCULATION MASTER PLAN

The circulation network provides a hierarchy of streets and travel ways designed to support the wide range of uses and activities within the Plan Area as depicted on **Figure 5-1**. The network of streets, bikeways, trails, transit, and pedestrian walks was developed to foster easy connectivity for residents and visitors traveling between neighborhoods and to reduce the need for automotive travel within the Plan Area and the larger community.

The modified grid system of streets allows for the efficient dispersal of vehicular traffic; however, median breaks and stop controls are strategically placed to discourage speeding and cut-through traffic and to encourage longer distance automobile travel to gravitate toward Rock Creek Parkway, which is the main collector street.

In order to facilitate pedestrian walkability, block lengths typically average 500 feet, which results in a pedestrian-scaled street pattern designed to encourage walking and increase the opportunity for interaction between neighbors. In addition, pedestrian and bicyclist use is facilitated by an interconnected network of on-street and off-street trails, street crossings, and shortcuts to simplify alternative modes of travel within the Plan Area.

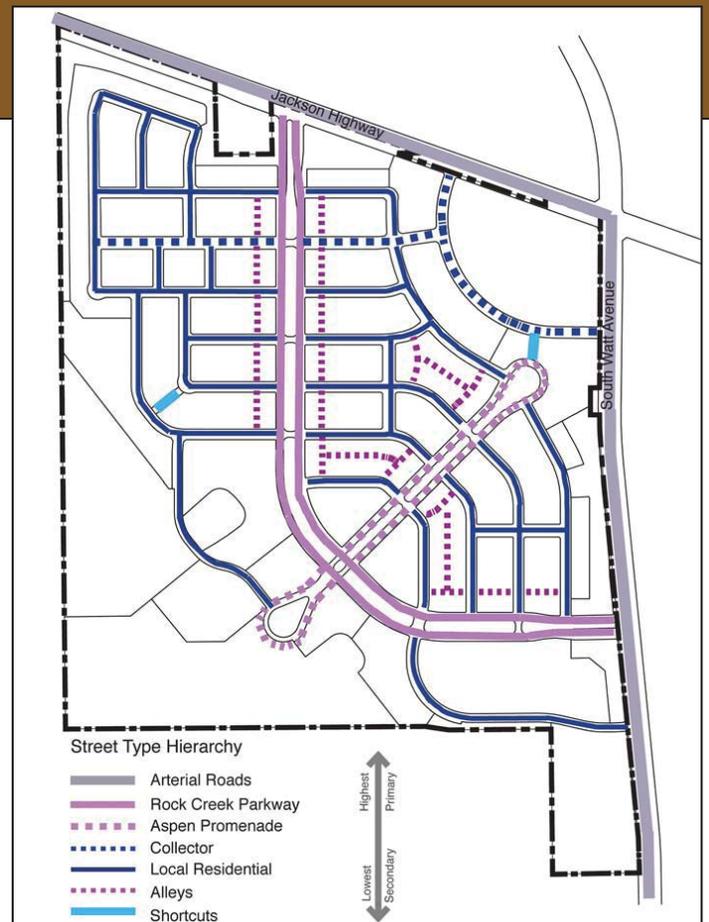


Figure 5-1: Conceptual Circulation Network



Chapter 05
Circulation



All roadways will be built with separated sidewalks; and, in an effort to accommodate larger tree species and reduce future maintenance conflicts, planter strips have been widened from the City standard. Shaded

pedestrian walks, streets, and front yard areas will provide a comfortable, human-scale environment and will promote the Park Neighborhood feel intended for the Plan Area. As described in the preceding Chapter 4, the aesthetically pleasing tree-lined streets and boulevards will have the added benefit of providing an Urban Forest, which reduces energy usage and improves air quality through a carefully selected plant palette.

5.2 DESIGN PRINCIPLES

The framework for the circulation system set forth in this Chapter is based upon the following design principles:

1. Include a mix of land uses to capture/internalize trips on-site, reduce Vehicle Miles Traveled (VMT) and associated Greenhouse Gas (GHG) emissions.
2. Provide abundant opportunities for walking and bicycling through the provision of short block lengths, sidewalks, bike lanes, off-street trails, and nonvehicular shortcuts to shorten travel distances.
3. Coordinate with Regional Transit (RT) and other transit providers to tie higher density land uses and commercial/employment services into planned transit routes along South Watt Avenue and area roadways.
4. Design Rock Creek Parkway as a multi-modal collector street which facilitates vehicles, bicyclists, pedestrians, and future transit opportunities within the street section.

5. Reinforce the pedestrian-friendly nature of roadways and trail systems with tree canopied walkways combined with inviting architecture and lighting palettes.
6. Establish simple lines of travel and strong visual connections between the Urban Farm and higher density residential and commercial portions of the Plan Area through Aspen Promenade.
7. Provide continuous extensions of the park experience throughout the Plan Area by incorporating wide park-like medians along Rock Creek Parkway and Aspen Promenade.
8. Adopt street design standards which create an interconnected system of medians, planter strips, and modified roadway design standards such as cross gutters, road crowning, and curb cuts to facilitate LID and stormwater reduction and conveyance. Final street standards are subject to final approval of Tentative Maps.





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Circulation

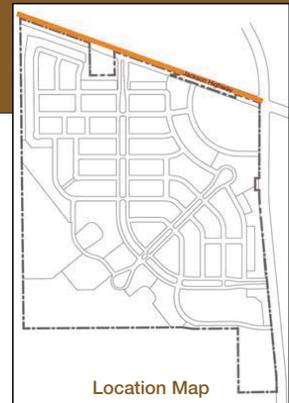
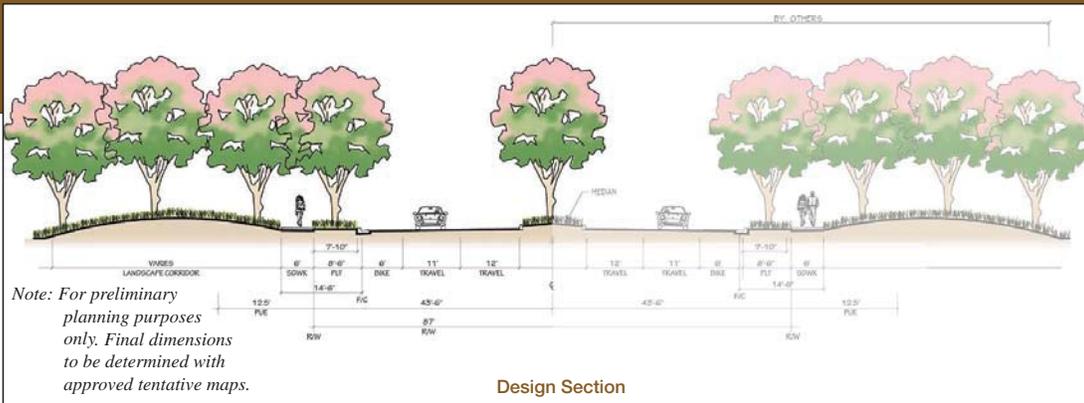
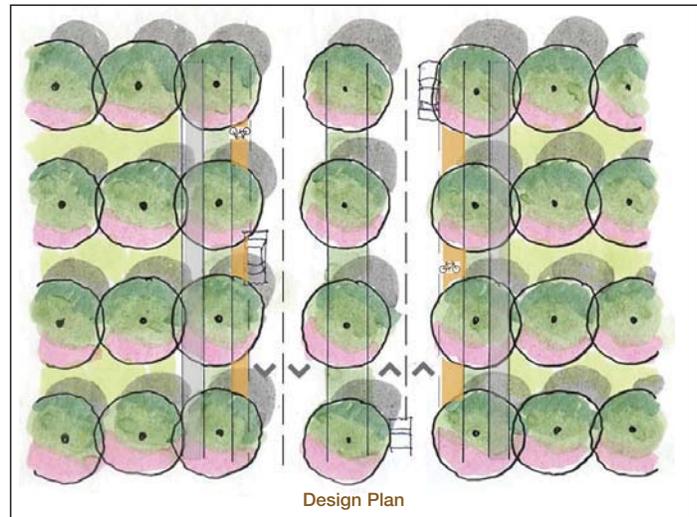


Figure 5-2: Jackson Highway and 14th Avenue Extension Road Network

5.3 ROAD NETWORK

5.3.1 JACKSON HIGHWAY AND 14TH AVENUE EXTENSION

Jackson Highway abuts the northern edge of the Plan Area and is designated as a 4-lane divided arterial. The City of Sacramento General Plan proposes to realign Jackson Highway to the west in order to connect to the extension of 14th Avenue, providing an alternate east-west route to relieve congestion on Folsom Boulevard. Right-of-way for this realignment will be reserved at the northwest corner of the Plan Area as part of an Irrevocable Offer of Dedication (IOD) on the Tentative Maps. While Jackson Highway was considered a State Highway during the preparation of these PUD Guidelines, it has been designed as an urban corridor to facilitate automotive, transit, bicycle, and pedestrian traffic adjacent to the Plan Area.



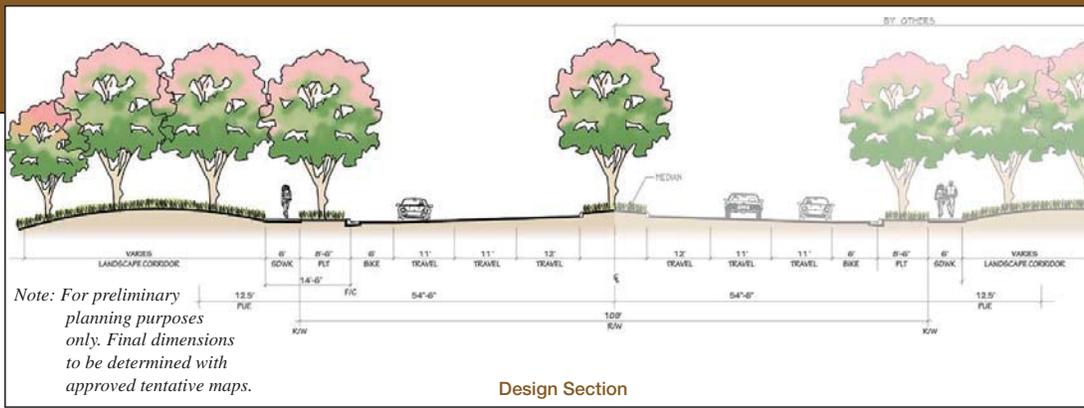
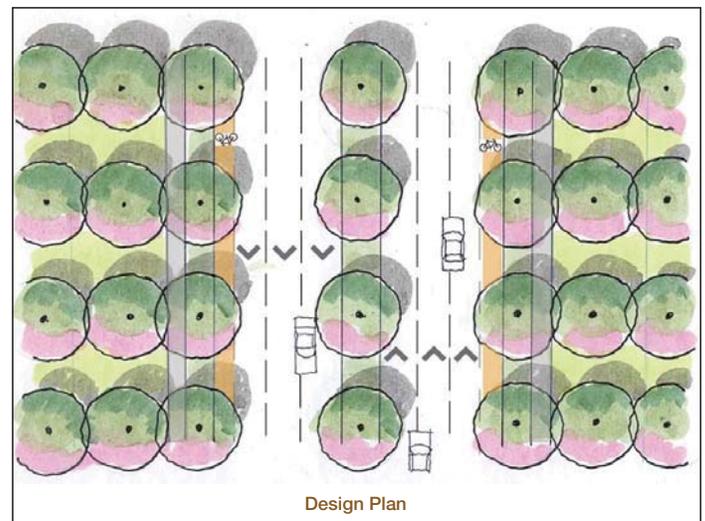


Figure 5-3: South Watt Avenue Road Network

5.3.2 SOUTH WATT AVENUE

South Watt Avenue is a primary 6-lane north-south arterial designed to convey cross-town traffic at moderate speeds. Located along the eastern edge of the Plan Area, it is designed to serve Bus Rapid Transit (BRT) and facilitate access to and from the Watt Avenue light rail station and Highway 50 which is approximately 1½ miles to the north. Access to and from the Plan Area to South Watt Avenue is designed to occur at the signalized intersection of Rock Creek Parkway and South Watt Avenue, as well as two right-in, right-out intersections.





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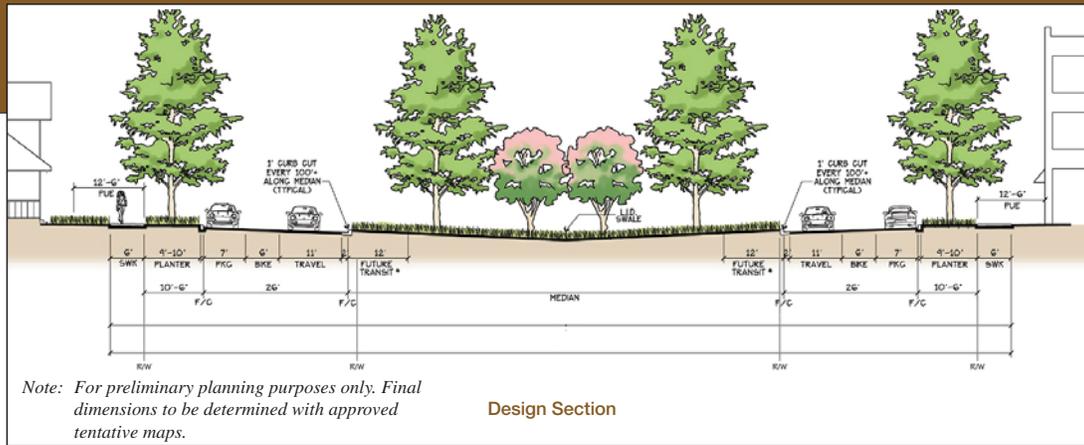
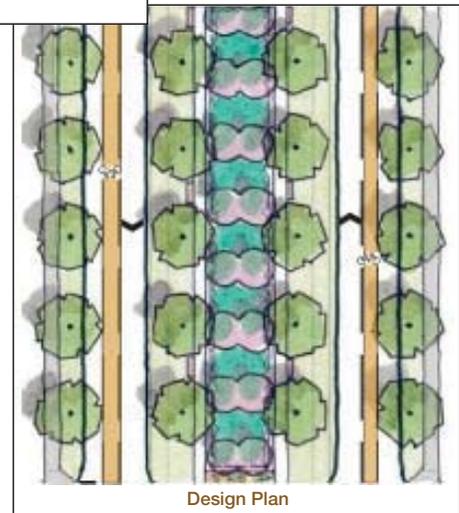


Figure 5-4: Rock Creek Parkway Road Network

5.3.3 ROCK CREEK PARKWAY

Rock Creek Parkway has been designed as the signature street within the Plan Area, with a formal parkway design consisting of a wide median, stately trees which connect neighborhoods to community open space and activity areas, and a transit-ready street system. Rock Creek Parkway will provide one lane of vehicular travel in each direction, on-street parking, a Class II bicycle lane, sidewalk and planter, and a 12-foot transit corridor on either side of the wide median. Although the precise type and location of future transit use is unknown at this time, it is anticipated that future transit design shall be coordinated with the City of Sacramento and Sacramento Regional Transit (RT) and may consist of bus or shuttle service, Bus Rapid Transit (BRT), rubber tired or electric streetcar, electric vehicle, or similar type use. In order to ensure future transit capability, the 12-foot transit area shown on the approved street section shall be set aside as a reservation for transit on the final recorded maps for the project. Planting within the reservation area shall be limited to shrubs and grasses in order to eliminate the need for future tree removal.



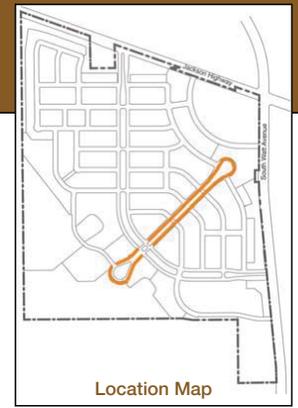
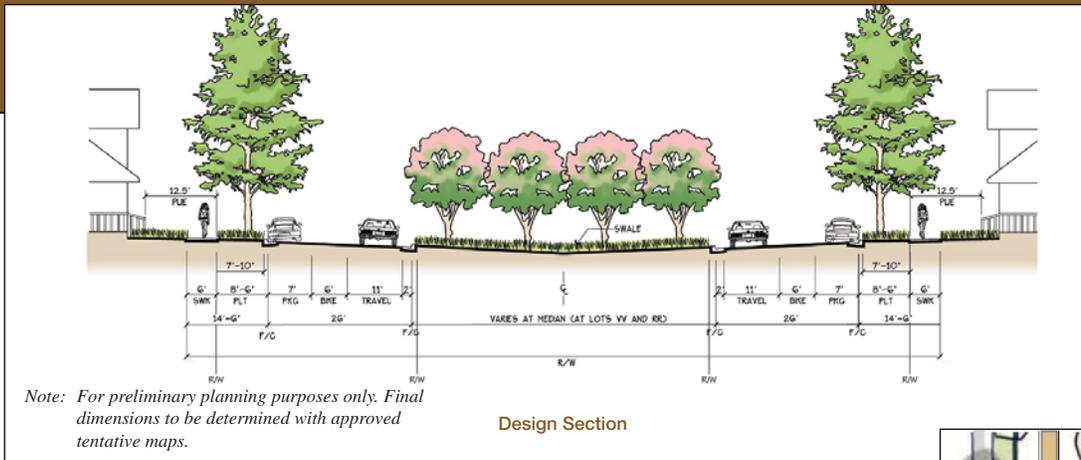
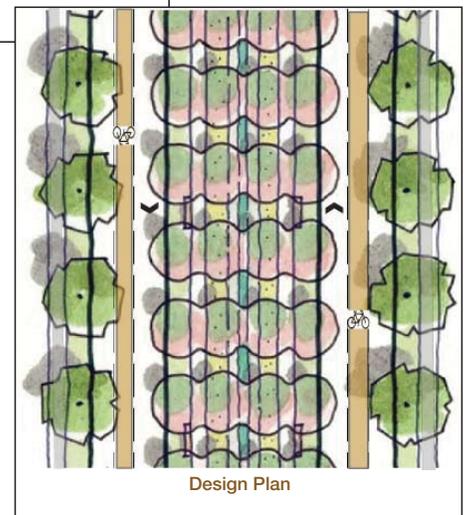


Figure 5-5: Aspen Promenade Road Network

5.3.4 ASPEN PROMENADE

Aspen Promenade serves as the second prominent parkway within the project, and has been designed to intersect Rock Creek Parkway at the heart of the community. Designed with one lane of travel in each direction and on-street bike lanes, and supplanted by a generously landscaped median, Aspen Promenade provides a physical and visual connection between higher density residential and community commercial land uses at the northeastern corner of the project site and the Four Corners Community Center District. A teardrop shaped mini-park marks the terminus of this street connection from which a shortcut will extend up to the multi-family and community commercial area. The roadway will be built for slower travel speeds and to foster easy pedestrian connectivity and use of portions of the median area.





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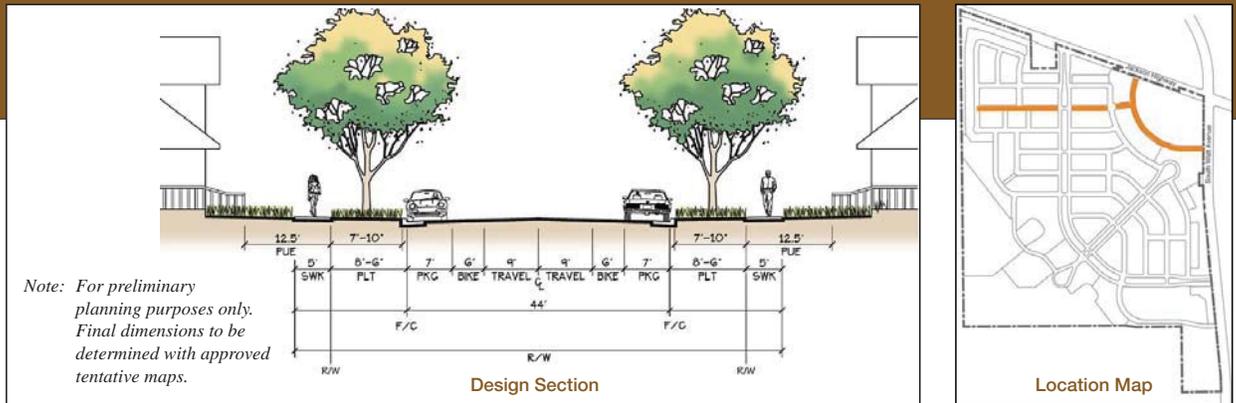
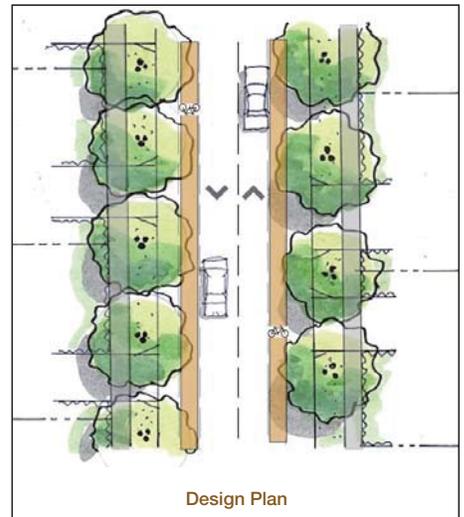


Figure 5-6: Residential Collector Roadways

5.3.5 RESIDENTIAL COLLECTOR

All residential roadways within the Plan Area have been designed to reinforce the pedestrian friendly nature of the community and to facilitate alternative modes of travel. Residential roadways incorporate detached sidewalks, enlarged planter areas with large canopy trees, and a narrow roadway section to slow traffic and facilitate pedestrian use. The residential collector is designed as a two-way roadway which provides for on-street parallel parking, similar to local roadway sections, but designed to support higher traffic volumes and a Class II bike lane. Due to short block lengths and the modified grid pattern of the project, vehicular traffic volumes on residential roadways will be low, resulting in a limited need for this street section. It is anticipated that this street section will be primarily used to connect Rock Creek Parkway and the Traditional Neighborhoods District to the Community Commercial District at the northeast corner of the Plan Area.



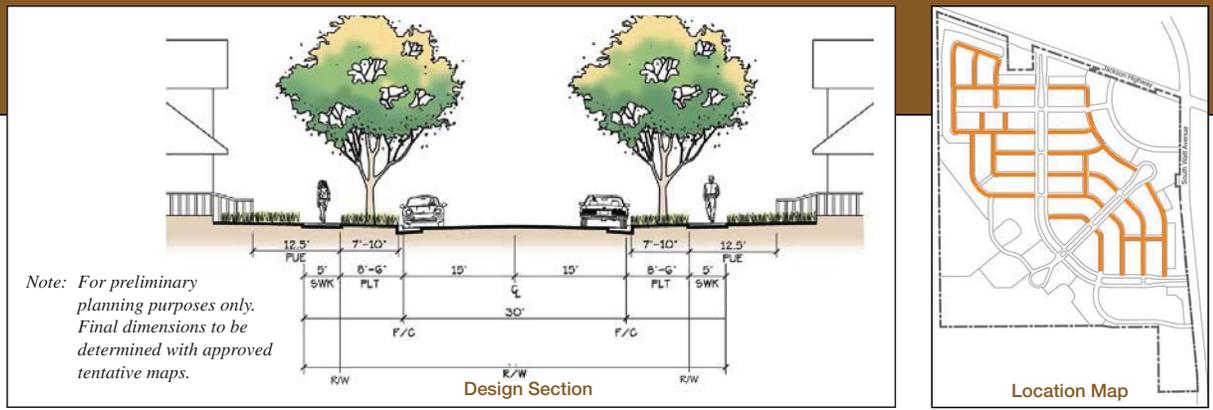
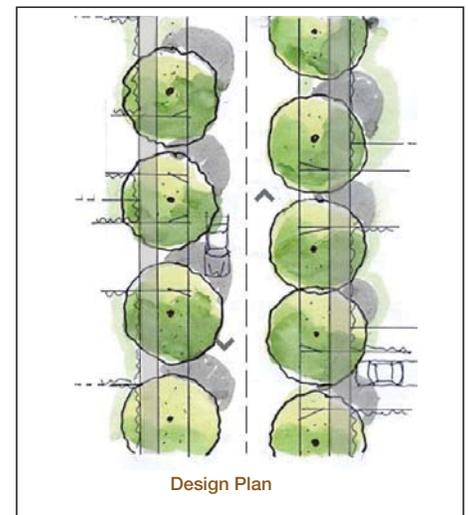


Figure 5-7: Local Residential Roadways

5.3.6 LOCAL RESIDENTIAL

In order to implement many of the guiding principles contained within these PUD Guidelines, including wellness, promoting sustainable practices, and facilitating alternative modes of travel, the Land Use Plan is based upon a modified grid concept which disperses vehicular traffic and facilitates the use of smaller local roadways. Local residential streets within the Plan Area are designed with separated sidewalks and large planters which exceed City of Sacramento design standards in order to provide areas for large canopy trees and to minimize future maintenance issues associated with mature tree growth. While the primary roadway section among local residential streets remains constant throughout the Plan Area, variations in planter size, on-street parking, sidewalks, and the use of Class I trails occur to accommodate the use of LID principles and to simplify pedestrian and bicyclist connections to land uses such as schools, parks, and the urban farm.





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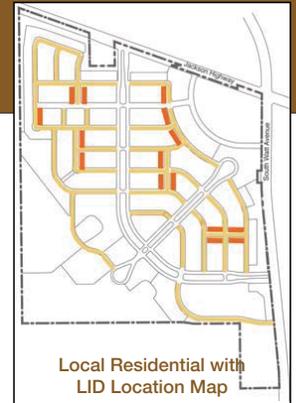
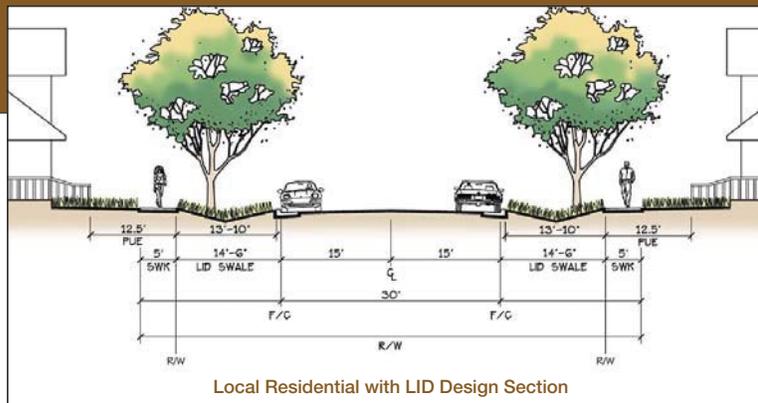
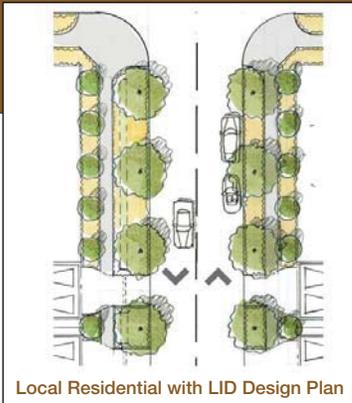


Figure 5-8: Local Residential Roadways with LID Design

Note: For preliminary planning purposes only. Final dimensions to be determined with approved tentative maps.

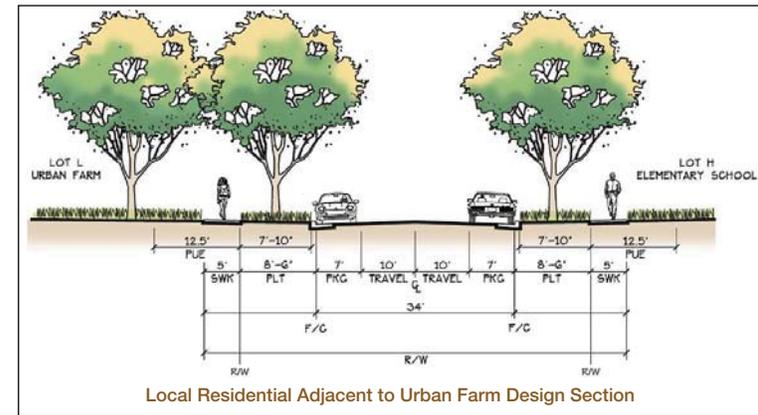
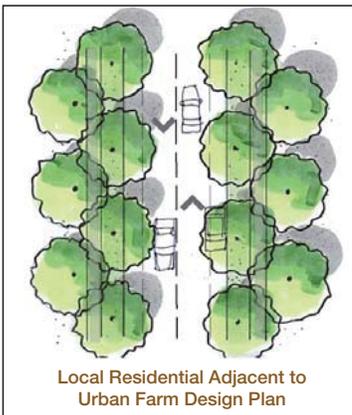


Figure 5-9: Local Residential Roadways Adjacent to Urban Farm Design

Note: For preliminary planning purposes only. Final dimensions to be determined with approved tentative maps.

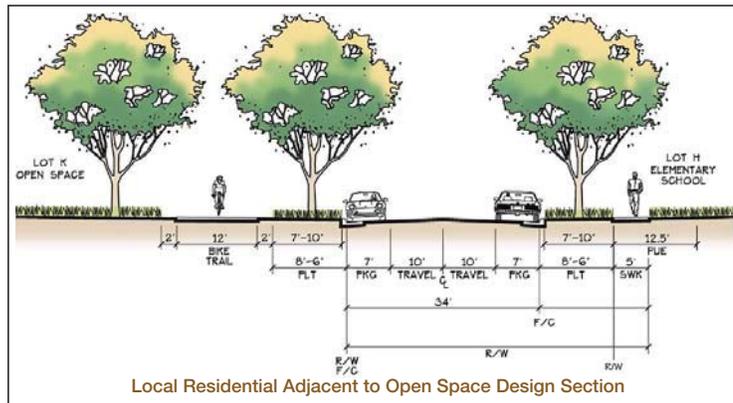
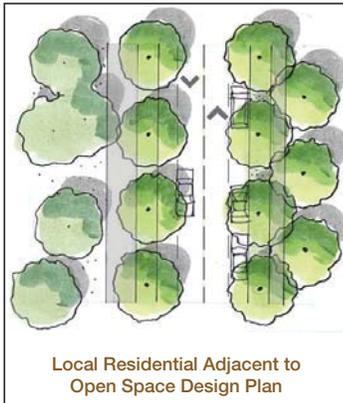


Figure 5-10: Local Residential Roadways Adjacent to Open Space Design

Note: For preliminary planning purposes only. Final dimensions to be determined with approved tentative maps.



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Circulation

5.3.7 ALLEYS

Alleys and alley-loaded housing product are an important component of the land use plan. Alleys have been strategically located adjacent to Rock Creek Parkway and Aspen Promenade in order to allow prominent front entries along major parkways and to minimize the appearance of garage doors and avoid driveway conflicts.

5.3.8 ALTERNATIVE STREET STANDARDS

New Brighton will utilize modified street standards to facilitate incorporation of LID/H-M facilities. The modifications are required to keep the stormwater flow at the street level and direct the stormwater to the LID/H-M facilities which are landscape planters and medians rather than allowing the stormwater to enter drainage inlets and pipe systems. These facilities within the Plan Area may include the following items, most of which facilitate disconnecting the impervious cover from directly draining into the storm drain system. These facilities initially direct flow onto or through vegetated features and LID facilities before entering the storm drain system.

- A. **Median Gutter Drain:** Curb cut to allow a drainage flow into the planters/median swales.
- B. **Street cross slope to center or one side of street:** To allow drainage to flow to median or planter.
- C. **Larger front yard and side yard planters:** Increase from approximately 6 feet to 8 feet or 14 feet.
- D. **Larger medians:** To increase bio-retention, infiltration, evapo-transpiration and provide detention storage.
- E. **Cross Gutters:** To keep drainage at street level to allow drainage to planter or median.

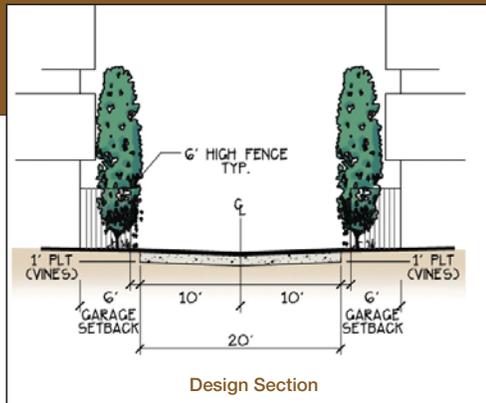
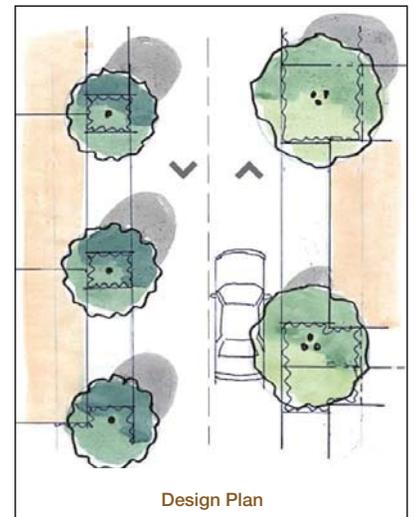
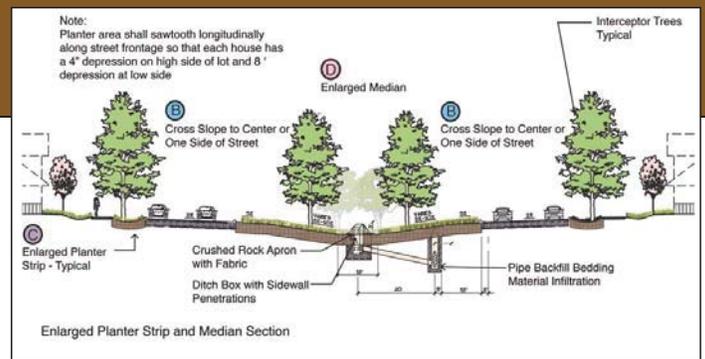
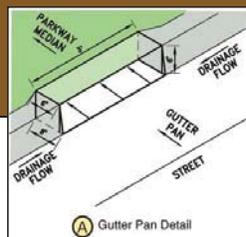
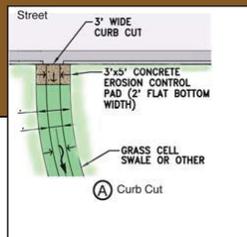


Figure 5-11: Alleys





F. **Modify driveway discharge to sidewalk planter:** Allows lot driveway drainage to enter sidewalk planter versus running directly to curb and gutter.

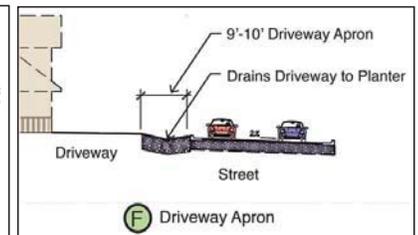
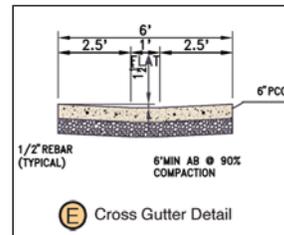
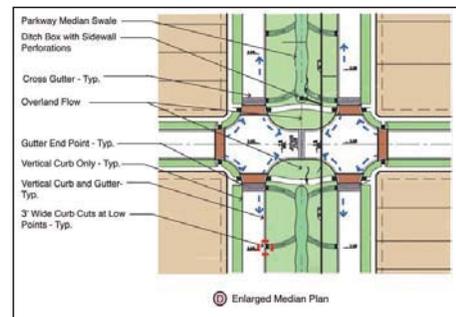
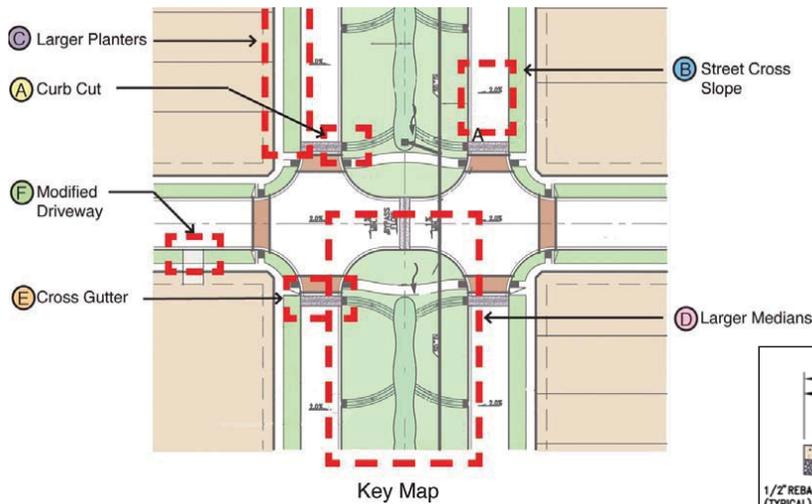


Figure 5-12: Conceptual Alternative Street Standards. Subject to final review and approval by the City of Sacramento.



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5.4 TRAIL NETWORK

The provision of a comprehensive trail and bikeway network within the Plan Area is a critical element in promoting the guiding principles of the PUD set forth in Chapter 2. The proposed trail network within the Plan Area is comprised of an interconnected system of on-street sidewalks, Class II and III bicycle lanes, Class I trails, and shortcuts. This comprehensive system promotes alternative modes of travel and facilitates easy access between residential, commercial, educational, and recreational opportunities within the Plan Area and greater community without the use of automobiles.

Trails provide an easily accessible outdoor resource for many forms of recreation, most notably bicycling and walking. Trails greatly increase community access to physical activity and fitness opportunities. A well defined trail system not only increases mobility but can effect the quality of community life. Trails can express community character and pride, aesthetics of the local environment, access to the outdoors, opportunities for socialization, and increased mobility.

The general framework for perimeter connections to the Plan Area trail network is contained within the City of Sacramento Pedestrian Master Plan shown in Figure 5-13 and the City of Sacramento Bikeways Map shown on Figure 5-14. As shown, Jackson Highway and South Watt Avenue are planned as pedestrian street corridors, while a future trail is conceptually planned along the powerline easement which passes through the Four

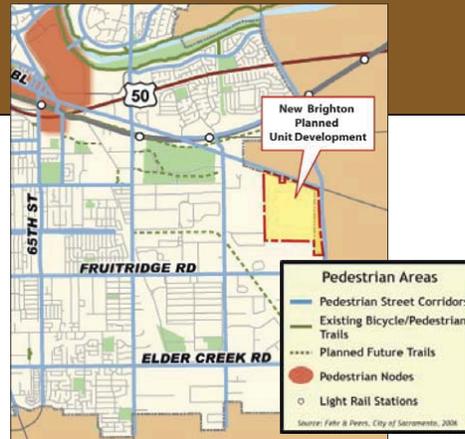


Figure 5-13: City of Sacramento Pedestrian Master Plan

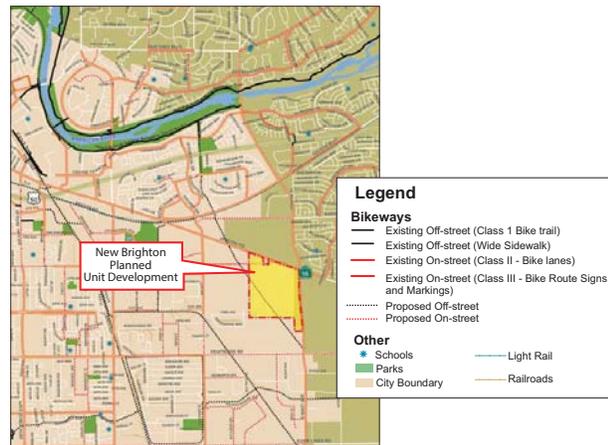


Figure 5-14: City of Sacramento County Bikeways Map

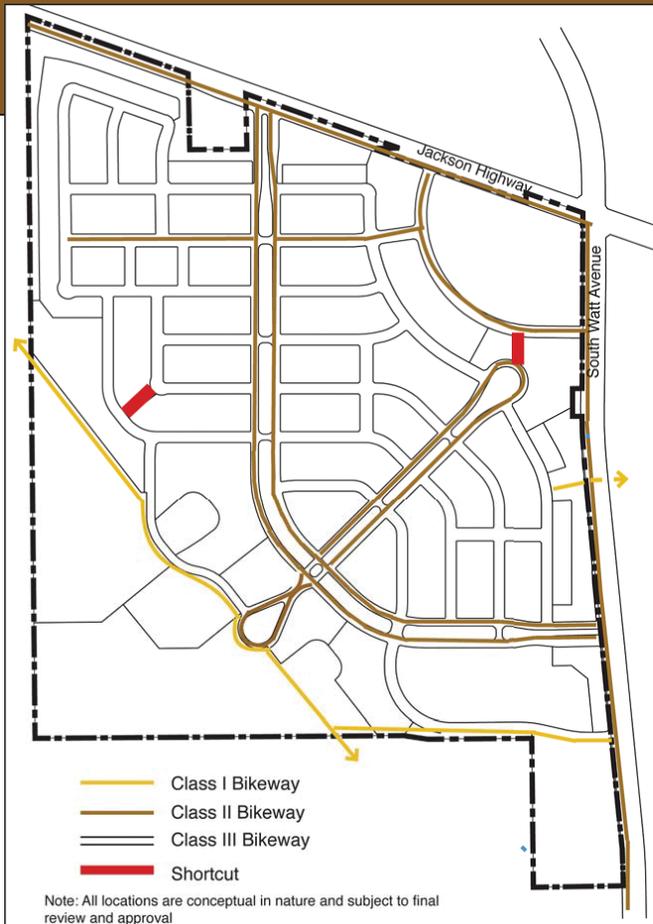


Figure 5-15: New Brighton Trails Plan

Corners Community Center District. In addition to these off-site systems, South Watt Avenue and Jackson Highway are designated to include Class II bicycle lanes.

The trail network within the Plan Area has been designed to connect to the planned off-site trail network and will be developed as shown by **Figure 5-15**. The trail network shown on **Figure 5-15** will utilize a variety of bikeways and trails which are classified in **Table 5-1**.

Table 5-1: New Brighton Trail Classifications

CLASS	SURFACE	DESCRIPTION
I	Paved	Off-street multi-use bicycle and pedestrian path. Class I trails are used in the Plan Area to facilitate access between the elementary school, urban farm, and powerline corridor trail system.
II	Paved	Signed on-street bicycle routes with a striped lane. Class II bicycle routes within the Plan Area include Jackson Highway, South Watt Avenue, Rock Creek Parkway, Aspen Promenade, and Collector Streets.
III	Paved	Signed on-street bicycle routes without a striped lane. Class III bicycle routes comprise all roadways within the Plan Area which do not have a separate striped lane.
N/A	Varies	Shortcuts vary in size and surface but are intended to provide an all-weather surface to facilitate pedestrian movement between uses and shorten travel distance.



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5.5 PUBLIC TRANSIT

Planning for public transit is a key component in the design of any community to allow mobility for those that do not have access to vehicles and to encourage those with vehicles to utilize alternative modes of travel. This project has been designed to support transit use through the following design features:

- **Transit Friendly Roadway Design.** As outlined throughout the PUD Guidelines and specified in this Chapter, Rock Creek Parkway has been designed as a “transit ready” roadway section with the ability to accommodate two 12-foot exclusive travel lanes. These exclusive travel lanes are intended to support any combination of future transit including but not limited to shuttle, bus, BRT, rubber tire or electric streetcar, electric vehicle, or similiar type use.
- **The Four Corners Node of Density.** Based upon early involvement and coordination with RT, a mixture of higher density residential, commercial, and community uses have been centered

within the Four Corners Community Center District within the heart of the Plan Area. Land uses have been designed to create a destination that will support transit stops at this location at the intersection of Rock Creek Parkway and Aspen Promenade.

- **Concentration of Activities.** South Watt Avenue is designated to provide future Bus and Bus Rapid Transit/High Bus service as indicated by the RT Transit Master Plan and SACOG Metropolitan Transportation Plan (MTP). In support of those uses, two nodes of development have been located along South Watt Avenue. The first node of development is comprised of the Community Commercial District, which includes commercial and high density residential at the intersection of South Watt Avenue and Jackson Highway. This location can provide a transit stop along its eastern edge for southbound transit service. The second node of development along South Watt Avenue occurs at the southwest corner of Rock Creek Parkway and South Watt Avenue. The proposed elementary school site and multi-family parcel are strategically sited at this location to provide easy access to the planned transit systems along South Watt Avenue and Rock Creek Parkway.

Future transit stops at these locations shall be coordinated with the City of Sacramento and RT and, at a minimum, should adhere to the following guidelines:

- The design of transit stops, lighting, trash bin containers, and other street furniture shall be consistent with the landscape and street furniture guidelines contained within Chapter 4 of these guidelines.
- Street trees, landscaping, benches, and lighting should be designed to provide a pleasant, shaded, and safe environment for waiting riders.
- Adjacent buildings should be located close to sidewalks so that there are “eyes-on-the-street” to improve the sense of security. Retail commercial uses are encouraged to incorporate outdoor seating and/or plazas in their landscape design.
- Transit stops provide an opportunity to make a unifying architectural statement and can provide a good location for a community information board or kiosk. Creation of public gathering spaces or activity nodes near transit stops is encouraged.



CHAPTER 6: RESIDENTIAL NEIGHBORHOODS

6.1 INTRODUCTION

Residential neighborhoods within the Plan Area are comprised of a variety of single-family detached, attached, affordable, and multi-family housing types interconnected and tied together by a comprehensive system of tree-lined walkable streets, neighborhood- and community-serving commercial, open space, recreational opportunities, and community spaces. By employing a design palette of authentic architectural styles and creative site planning techniques, residential neighborhoods within the Plan Area will embody a strong architectural identity reminiscent of Sacramento's Park Neighborhoods.

Chapter 6 has been organized to begin with community-wide single-family design principles, which apply to all single-family development within the Plan Area. These design principles set forth basic standards and guidelines that pertain to all single-family development, regardless of architectural style or location.

Subsequent to the single-family design principles, development standards and defining characteristics for each of the single-family lot types within the Plan Area are described. Development standards including lot characteristics, setbacks, garage type and orientation, and building massing are addressed in

this section. Annotated illustrations accompany many of these standards to graphically illustrate development standards and simplify interpretation.

Community-wide multi-family residential development standards are also addressed in this chapter and are set forth in a similar manner to the single-family section. They begin with multi-family design principles and are accompanied by development standards unique to the multi-family residential sites within the Plan Area. Chapter 6 concludes with a detailed architectural guidelines section, which identifies the architectural styles and details appropriate for New Brighton.



Chapter 06
Residential Neighborhoods

COMMUNITY-WIDE SINGLE-FAMILY DESIGN PRINCIPLES

6.2 COMMUNITY-WIDE SINGLE-FAMILY DESIGN PRINCIPLES

6.2.1 DIVERSITY OF STREETScape

An eclectic and diverse streetscape is a defining characteristic of great park neighborhoods. Simple and elegant planning and design elements can change the essence of a community while maintaining an overall unified theme. The intent of this section is to articulate the standards and unique defining elements by which the residential neighborhoods of New Brighton shall be built.

A. Master Home Plan Requirements

To achieve variation in residential neighborhoods, a minimum number of master home plans (master home plans are defined as unique floor plans with a distinct footprint with regard to placement and relationship of garage, front door, and building massing) and associated elevations shall be provided in each sub-neighborhood. (A sub-neighborhood is defined as the portion of

Number of Lots	Floor Plans (Min.)	Architectural Styles (Min.)	Color Schemes per Style (Min.)
Less than 50	Four (4)	3	3
50-100	Five (5)	3	3
100-150	Six (6)	4	3
Greater than 150	Seven (7)	4	3

the overall New Brighton neighborhood, to be built upon by one specific builder.)

A maximum of one secondary architectural style is permitted in any sub-neighborhood; the remaining elevations must all represent primary architectural styles. (See Section 6.6 for information on primary and secondary architectural styles.)

B. Massing and Roof Form

Proportion and placement of architectural forms and elements must be appropriately and authentically applied in a manner consistent with the historical architectural style being represented. Roof articulation in the form of proper roof pitches and forms also plays a significant role in the authenticity and diversity of the streetscape and creates an aesthetically pleasing “roof bounce” or skyline effect.

- Massing must be appropriate and authentic to the architectural style (e.g., The Prairie style has a very horizontal character and it would be inappropriate to have dominant vertical massing).
- One out of every three homes should have a significantly different roof form than its neighbors (e.g., forward-facing gable versus side-facing gable).
- Front porches, when appropriate to the building style as defined in Section 6.6, must have a minimum depth of six (6) feet.



COMMUNITY-WIDE SINGLE-FAMILY DESIGN PRINCIPLES

C. Single-Family Attached

Single-family attached product types provide an opportunity to create a defined edge along the primary spine road of Rock Creek Parkway. Row homes can be used to create an eclectic urban edge, while manor homes can depict the sense of large historic estates. Bungalow courts, which are allowed throughout the Plan Area, add interest to the streetscape and a unique living environment.



ROW HOMES

Row homes provide a unique opportunity for a very traditional architectural statement, and there are certain defining elements that the row homes must exhibit. When designing row homes, which are typically narrow in nature, the quantity, scale, and placement must be judicious to not overwhelm the scale of the building.

- While row home units will be attached, each unit should have its own identity within the building. To accomplish this, facades should break at property lines to allow for change of material, color, and, in some cases, architectural style.
- Front doors must be visible from the street.
- Walk-up design is encouraged, with the door raised a half-story from the street to create a traditional brownstone effect with a welcoming stoop.
- To avoid dominant unbroken planes, row homes should provide vertical articulation at the front elevation.
- Varied setbacks for different components of the home, such as garages, second floors, balconies, etc., are encouraged.
- Massing of forms should be established using the fundamental characteristics of the selected architectural style.



Chapter 06
Residential Neighborhoods

COMMUNITY-WIDE SINGLE-FAMILY DESIGN PRINCIPLES

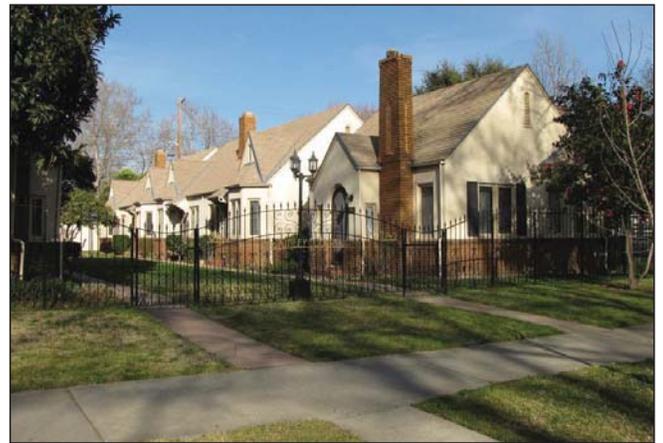


MANOR HOMES

Manor homes are single-family attached town homes designed with the appearance of one large estate home. The massing, form, and scale of the architectural elements utilized in designing manor homes must be consistent with the concept that the building is one statement as a whole, rather than a series of individual expressions.

- Massing of forms should be established using the fundamental characteristics of the selected architectural style.
- Manor homes must be designed with one architectural style over the entire building to give the appearance of one large home, rather than a series of individual residences.
- Detailing should be applied such that repetition is based on style, rather than on individual residential units. (E.g., if bay windows are a style-appropriate building element, the bay windows should be used authentically to complement the entire building expression, rather than repeated over the entire facade in a repetitive manner.)

COMMUNITY-WIDE SINGLE-FAMILY DESIGN PRINCIPLES



BUNGALOW COURTS

Bungalow courts can create an opportunity for a node of small cottages interspersed between traditional single-family homes, as seen in the Park Neighborhoods of Sacramento.

- Bungalow courts are created through the joining of several single-family detached lots arranged around a single common green space.
- Homes within bungalow courts should primarily be single story.
- Garages may either be accessed by alleys running perpendicular to the street or be detached and grouped, accessed by a secondary street or alley.



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COMMUNITY-WIDE SINGLE-FAMILY DESIGN PRINCIPLES

D. Staggered Setbacks

A variety of front yard setbacks animates and articulates the streetscape and reduces the canyon effect and monotony that can be apparent with identical setbacks.

- One out of every three contiguous homes should have a two-foot (2') minimum offset from its neighbors.
- Additional and more frequent setback staggering is encouraged.

E. Repetition

Avoiding repetition of identical floor plans or architectural styles is important to create a sense of permanence and the effect of a community that has been built over time.

- The same floor plan with the same architectural style should be no less than five (5) lots away in any direction (on the same side of the street as well as the opposite side of the street).
- Not more than two two-story homes can be adjacent to each other on lots 40' wide and greater.



COMMUNITY-WIDE SINGLE-FAMILY DESIGN PRINCIPLES

6.2.2 FOUR-SIDED ARCHITECTURE

The continuation of style-specific architectural elements from the front facade around to the side and rear elevations creates an authentic architectural statement. As defined in the Architectural Guidelines found in Section 6.6, there is a minimum level of enhancement required on all homes based on architectural style. Each style of architecture has a matrix representing minimum and enhanced elements that are inherent to each style. Blank, unadorned building faces are never permitted; a certain minimum amount of detail is required. It is recognized, however, that there are situations where a building face is virtually hidden and adding additional architectural elements is unproductive. The following section identifies enhanced lot situations as well as the four-sided enhancements that are required on these lots.

Figure 6-1 identifies home sites that are visible from multiple angles, public ways, open space, community edges, and major arterials. Homesites identified as either an enhanced lot or corner lot are subject to the requirements in subsections A and B which follow.

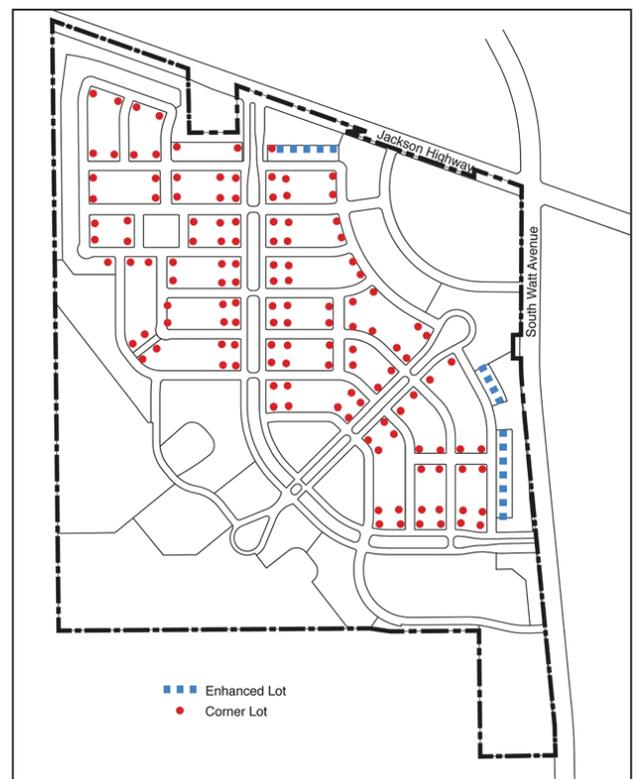


Figure 6-1: Enhanced Home Sites



COMMUNITY-WIDE SINGLE-FAMILY DESIGN PRINCIPLES

A. Corners

Corner lots are viewable from more than one street and must therefore address multiple viewing angles.

- All corner lots defined as lots which have two or more frontages along public streets/alleys must employ at least four enhancements from the enhanced elements portion of the corresponding architectural style matrix (found in Section 6.6) on all street-adjacent building faces (in addition to the minimum enhancements required for all homes).
- Unique entry and garage configurations are encouraged to give the effect of creating two “fronts” to a home and address both streets. An example solution would be to situate the front door to address the primary roadway and the garage off the secondary roadway.
- When appropriate to the architectural style, wrap-around porches are an encouraged corner solution.

B. Enhanced Lots

Home sites that are highly visible, as identified on Figure 6-1, warrant special attention to any visible building faces to present an authentic and cohesive appearance.

- All highly visible sites identified on Figure 6-1 as enhanced lots must employ at least three enhancements from the enhanced elements portion of the corresponding architectural style matrix (found in Section 6.6) on all building faces adjacent to public ways, open space, community edges, and/or major arterials (in addition to the minimum enhancements required for all homes).

COMMUNITY-WIDE SINGLE-FAMILY DESIGN PRINCIPLES

6.2.3 ACTIVE AND PASSIVE SIDES

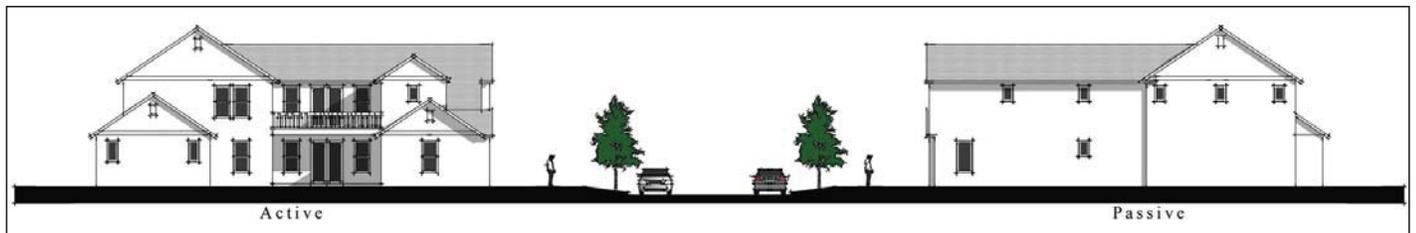


Figure 6-2: Active and Passive Sides

ACTIVE AND PASSIVE SIDES

Side yards offer a unique opportunity for private outdoor space that can be easily overlooked when not planned effectively. To promote the utilization of these spaces, it is important to designate active and passive sides to each home. The active side of a home is identified as having more and larger windows and the most usable outdoor living space. The passive side of the house has fewer and smaller windows to promote privacy for the neighbor's active side. This creates a relationship between homes and helps create an enhanced living environment.

- Active and passive sides should be adjacent to each other to ensure privacy for the active side.
- Reciprocal use easements are encouraged when utilizing passive and active sides to allow for more usable side yard area.
- For side drive or pushback garage lots, the wall adjacent to the side drive must be active.
- Active and passive side design should be incorporated on lots 50 feet in width and less and is encouraged on larger lot sizes.



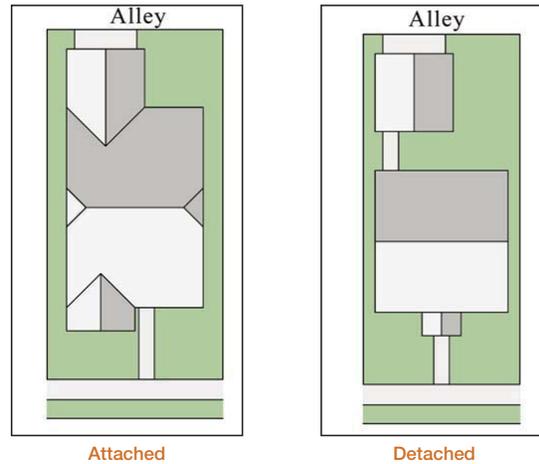
Chapter 06
Residential Neighborhoods

COMMUNITY-WIDE SINGLE-FAMILY DESIGN PRINCIPLES

6.2.4 GARAGES

Reducing garage dominance on the streetscape and moving living space closer to the street creates street scenes that are inviting and safe with an “eyes on the street” environment. Using design features that enhance a home’s architectural style and relegating the garage to a less visible position promotes a more pedestrian-oriented neighborhood.

There are six permitted garage orientations at New Brighton: alley-loaded attached and detached, side drive attached and detached, recessed attached, and side street entry at corner lots.

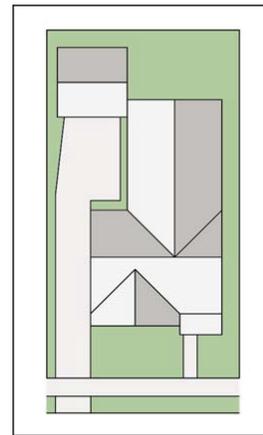


ALLEY-LOADED

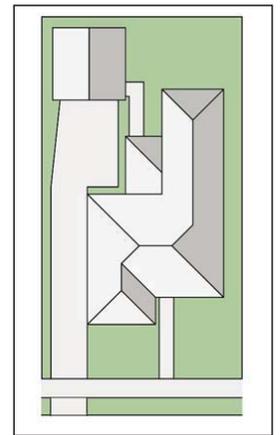
The most effective form of mitigating garage dominance is to remove garages completely from the streetscape through the use of alleys. New Brighton allows either attached or detached garages in an alley configuration. Attached garages provide the benefit of direct access to the home from the garage; however, yard space is diminished in this situation. Detached garages allow for more yard space, while sacrificing direct access to the home from the garage. Each alternative has benefits, and a mixture of both configurations is encouraged.

- A 6-foot apron must be provided at all alley-loaded garages. If length is greater than 6 feet, it must be a minimum of 18 feet to discourage parking in sub-standard spaces.

COMMUNITY-WIDE SINGLE-FAMILY DESIGN PRINCIPLES



Attached



Detached

SIDE DRIVE

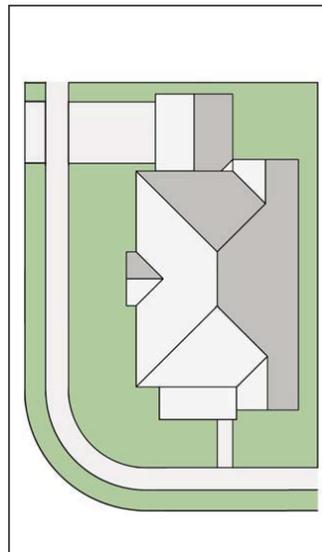
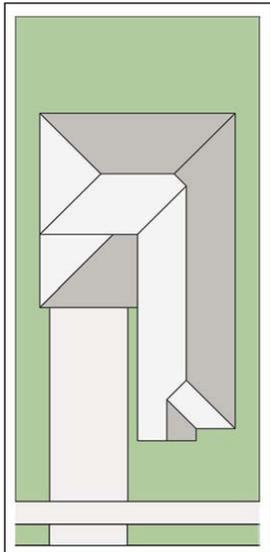
Lots that are accessed from the street must reduce the visual impact of the garage on the streetscape. There are three allowable methods for mitigating street-loaded garages: a side drive with an attached garage, a side drive with a detached garage, or a recessed attached garage. A side drive is defined as a driveway with a length of at least 40% of the total lot depth (measured from back of sidewalk to rear fence line). Anything less than this length is defined as a recess.

- The drive aisle width must be 10 feet minimum (exclusive of landscape except for Hollywood Drives).
- Side drives may only be paired (two contiguous homes with driveways directly adjacent to one another) on one out of every five lots with at least two lots in between sets of paired drives to ensure variety.
- To avoid conflict with curb cuts and necessary directional signage, driveways may not be adjacent to corners.
- Hollywood Drives are encouraged (two paving strips of between 2.5 and 3.5 feet wide separated by a minimum 3-foot wide planting strip).



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Residential Neighborhoods

COMMUNITY-WIDE SINGLE-FAMILY DESIGN PRINCIPLES



RECESSED ATTACHED

An alternative to a full side drive is a recessed attached garage, wherein the length of the driveway is less than 40% of the total lot depth (measured from back of sidewalk to rear fence line).

- The garage must be recessed a minimum of 5 feet from living space.
- Driveways must be a minimum of 18 feet deep.
- Recessed attached garages are acceptable on two out of every four plans in a street-loaded master home plan series.

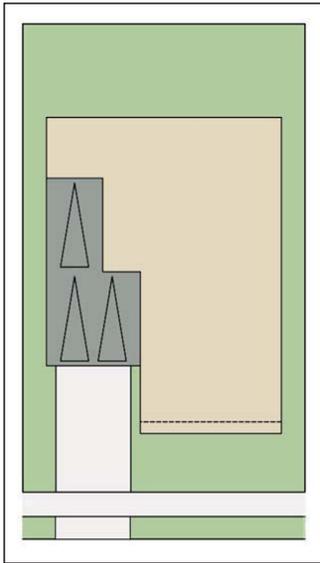
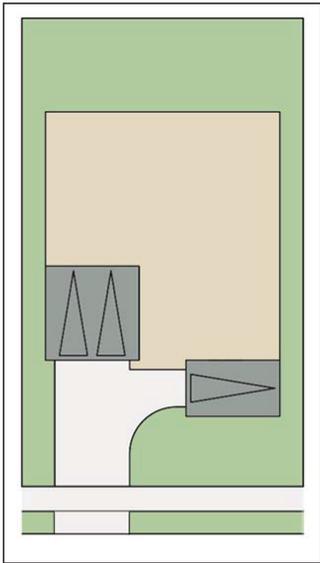
CORNER LOT SIDE STREET ENTRY

Lots situated at corners are permitted to situate the driveway and garage off the secondary roadway (side street).

- When designing to address a corner lot situation, the garage entry and front door entry should have a perpendicular relationship to one another to address each street.



COMMUNITY-WIDE SINGLE-FAMILY DESIGN PRINCIPLES



THREE CAR GARAGES

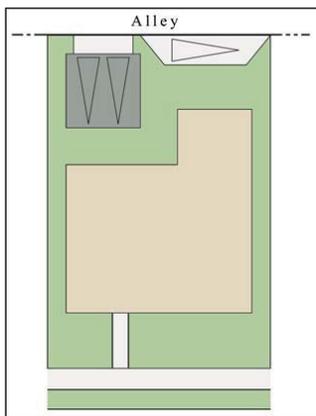
Garages accommodating more than two cars are allowable only in a split or tandem configuration per the following diagrams.

- Three car front-loaded garages are never permitted.

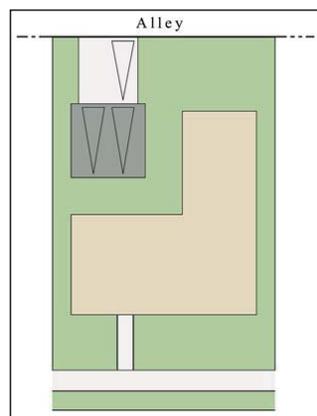


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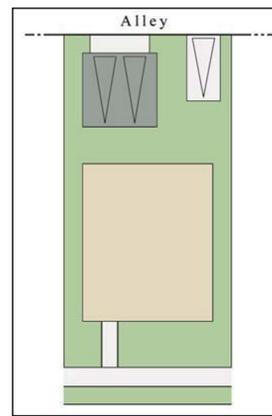
COMMUNITY-WIDE SINGLE-FAMILY DESIGN PRINCIPLES



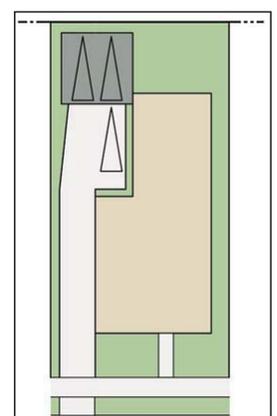
Parallel Parking Pocket



Rear Driveway



Dedicated Parking Space Adjacent to Garage



Side Drive

6.2.5 ACCESSORY DWELLING UNITS

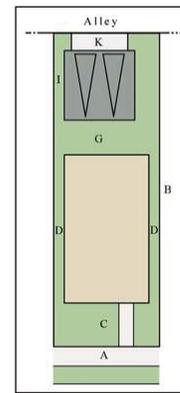
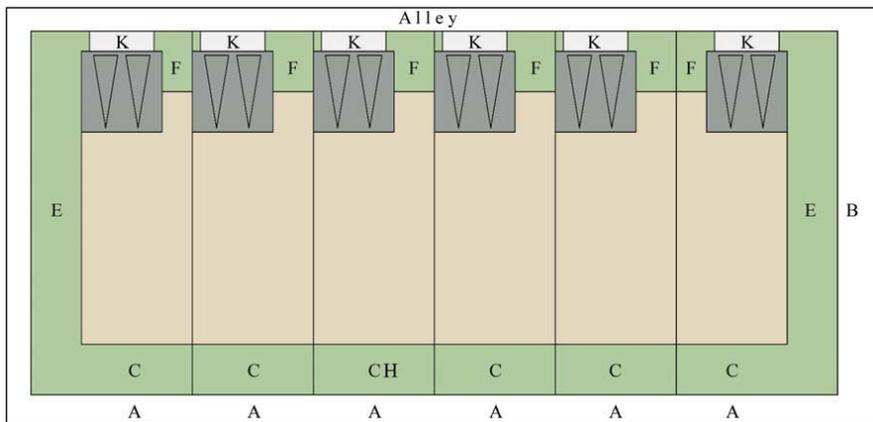
Accessory dwelling units add dimension and vibrancy to the streetscape and, when located on alleys, serve to activate and enliven the alley. Often referred to as carriage units or granny flats, these homes provide an affordable housing means for relatives, friends, boomerang children, or renters. Accessory dwelling units are defined as being located above or adjacent to garages with primary access via a separate entrance outside of the primary residence.

- Accessory dwelling units should occur on 10% of all single-family detached lots with a width of 40 feet and greater. The use of these units is encouraged to provide diversity to single-family residential neighborhoods.
- Accessory dwelling units are permitted above garages that are alley-loaded attached and detached as well as side drive attached and detached garages.
- Accessory dwelling units must have dedicated entries separate from the principal residence and not requiring passage through the garage. However, access integrated into the garage structure is encouraged (e.g., a dedicated exterior door to an interior vestibule and stair).
- Accessory dwelling units should strive to provide one dedicated off-street parking space. A parallel parking pocket, a front or rear driveway, or a dedicated parking space adjacent to the garage are all acceptable solutions.

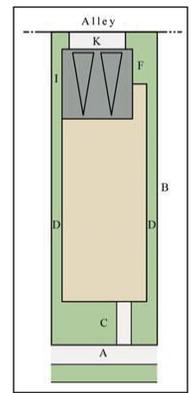




6.3 SINGLE-FAMILY DEVELOPMENT STANDARDS - THE THIRTIES



Alley Detached



Alley Attached

THE THIRTIES

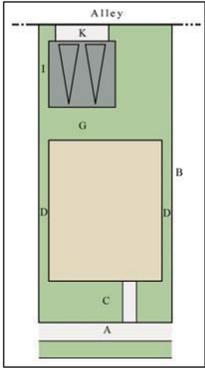
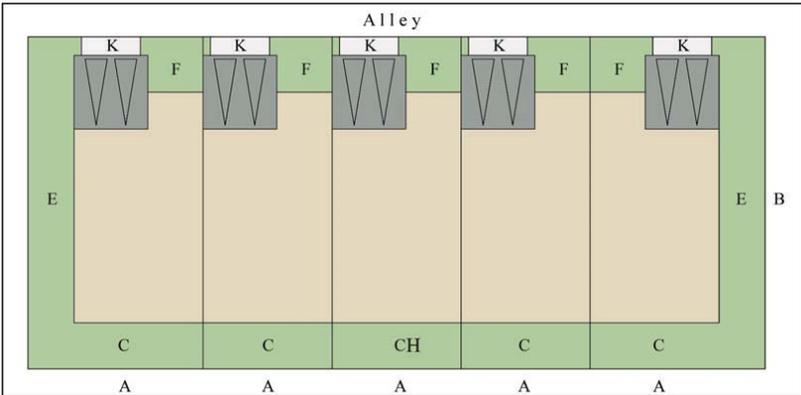
Lot Characteristics	A - Width (Min.)	30'	Garage Setbacks	I - Side	3'
	B - Depth (Min.)	90'		J - Rear	3'
Principal Building Setbacks (Min.)	C - Front	12.5'	Garage Orientation	K - Alley Driveway	6'
	D - Side (Single-Family Detached) ¹	5'		Alley-Loaded (Attached or Detached)	Permitted
	E - Corner Lot Side Yard Along Street	12.5'		Side Drive (Attached or Detached)	Not Permitted
	F - Rear (to Living Space)	15'		Recessed Attached	Not Permitted
	G - Minimum Distance Between Principal Building and Detached Garage	10'		Corner Lot Side Street Entry (Attached or Detached)	Permitted
	H - Front Porch	12.5'		Maximum Building Height	35'

¹ Single-family attached (fee simple row homes) are permitted on 30' x 90' lots. Building-to-building setback between single-family attached clusters is 10' minimum. All other setbacks remain consistent. • ² All setbacks are minimum unless otherwise specified.

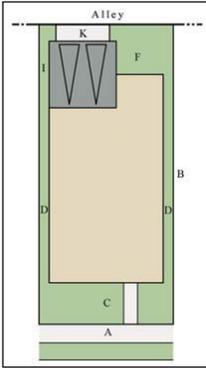


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Residential Neighborhoods

SINGLE-FAMILY DEVELOPMENT STANDARDS - THE FORTIES



Alley Detached



Alley Attached

THE FORTIES

Lot Characteristics	A - Width (Min.)	40'	Garage Setbacks	I - Side	3'
	B - Depth (Min.)	90'		J - Rear	3'
Principal Building Setbacks (Min.)	C - Front	12.5'	Garage Orientation	K - Alley Driveway	6'
	D - Side (Single-Family Detached) ¹	5'		Alley-Loaded (Attached or Detached)	Permitted
	E - Corner Lot Side Yard Along Street	12.5'		Side Drive (Attached or Detached)	Not Permitted
	F - Rear (to Living Space)	15'		Recessed Attached	Not Permitted
	G - Minimum Distance Between Principal Building and Detached Garage	10'		Corner Lot Side Street Entry (Attached or Detached)	Permitted
	H - Front Porch	12.5'	Maximum Building Height	35'	

¹ Single-family attached are permitted on 40' x 90' lots. Building-to-building setback between single-family attached clusters is 10' minimum. All other setbacks remain consistent.

² All setbacks are minimum unless otherwise specified.



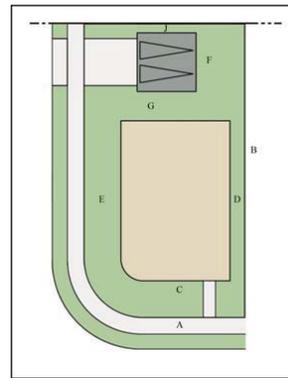
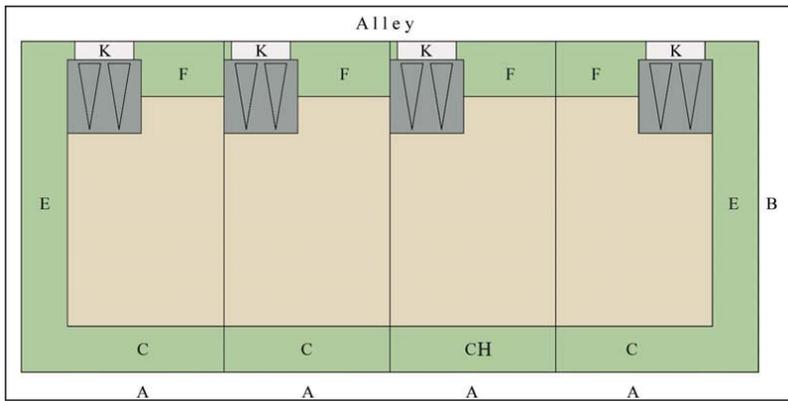
SINGLE-FAMILY DEVELOPMENT STANDARDS - THE FORTIES

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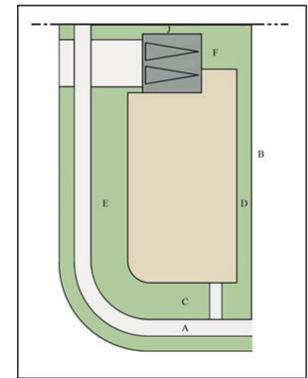


Chapter 06
Residential Neighborhoods

SINGLE-FAMILY DEVELOPMENT STANDARDS - THE FORTY-FIVES



Corner Side Drive - Detached



Corner Side Drive - Attached

THE FORTY-FIVES

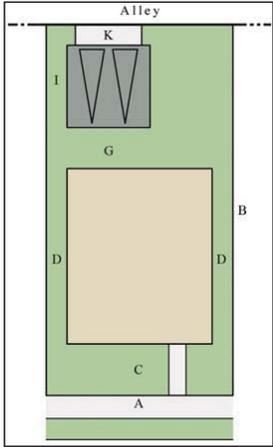
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	B - Depth (Min.)	90'		J - Rear	3'
Principal Building Setbacks (Min.)	C - Front	12.5'	Garage Orientation	K - Alley	6'
	D - Side (Single-Family Detached) ¹	5'		L - Minimum Clear Space in Front of Garage Doors	24'
	E - Corner Lot Side Yard Along Street	12.5'		Alley-Loaded (Attached or Detached)	Permitted
	F - Rear (to Living Space)	15'		Side Drive (Attached or Detached)	Permitted
	G - Minimum Distance Between Principal Building and Detached Garage	10'	Recessed Attached	Permitted	
	H - Front Porch	12.5'	Corner Lot Side Street Entry (Attached or Detached)	Permitted	
			Maximum Building Height		35'

¹ Single-family attached are permitted on 45' x 90' lots. Building-to-building setback between single-family attached clusters is 10' minimum. All other setbacks remain consistent.

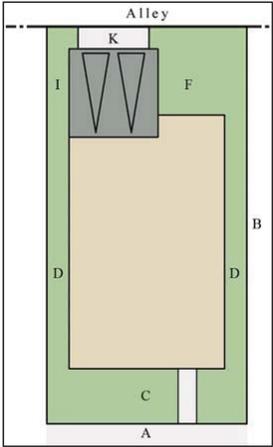
² All setbacks are minimum unless otherwise specified.



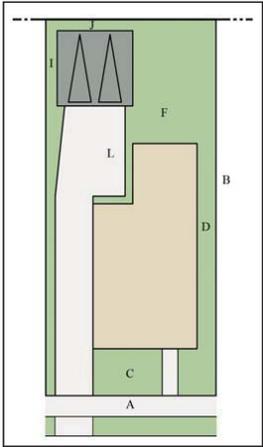
SINGLE-FAMILY DEVELOPMENT STANDARDS - THE FORTY-FIVES



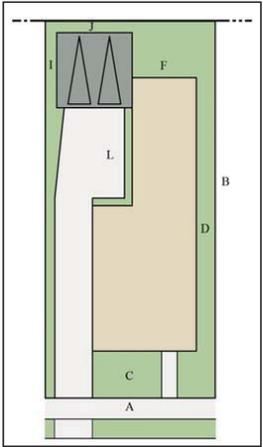
Alley Detached



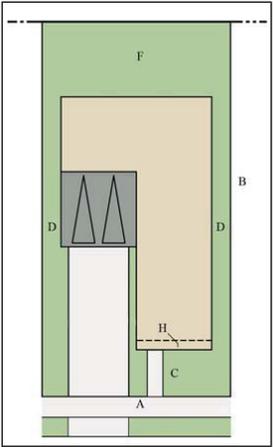
Alley Attached



Side Drive Detached



Side Drive Attached

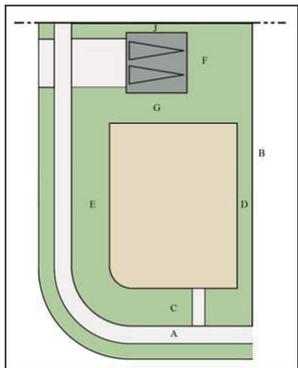


Recessed Garage

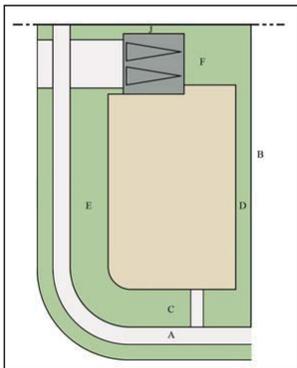


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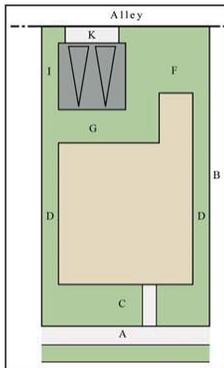
SINGLE-FAMILY DEVELOPMENT STANDARDS - THE FIFTIES AND LARGER



Corner Side Drive - Detached



Corner Side Drive - Attached



Alley Detached

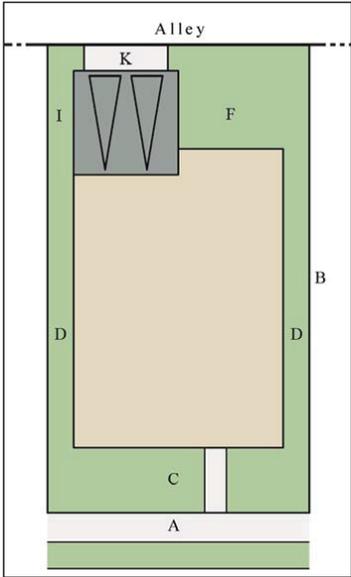


THE FIFTIES AND LARGER					
Lot Characteristics	A - Width (Min.)	50'	Garage Setbacks	I - Side	3'
	B - Depth (Min.)	100'		J - Rear	3'
Principal Building Setbacks (Min.)	C - Front	12.5'	K - Alley Driveway	L - Minimum Clear Space in Front of Garage Doors	24'
	D - Side (Single-Family Detached) ¹	5'		Garage Orientation	Alley-Loaded (Attached or Detached)
	E - Corner Lot Side Yard Along Street	12.5'	Side Drive (Attached or Detached)		Permitted
	F - Rear (to Living Space)	20'	Recessed Attached		Permitted
	G - Minimum Distance Between Principal Building and Detached Garage	10'	Corner Lot Side Street Entry (Attached or Detached)		Permitted
	H - Front Porch	12.5'	Maximum Building Height		35'

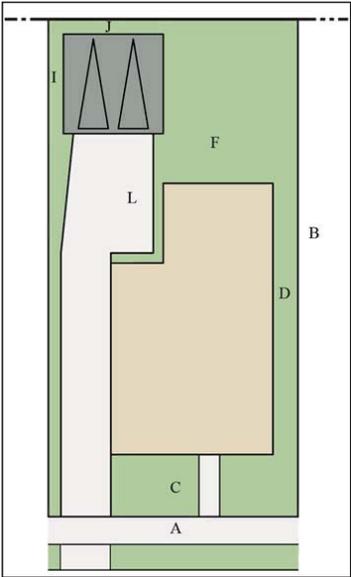
¹ All setbacks are minimum unless otherwise specified.



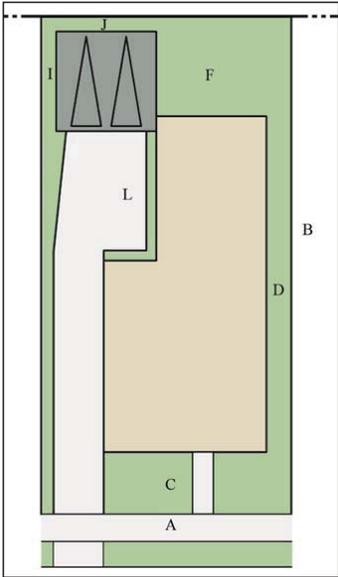
SINGLE-FAMILY DEVELOPMENT STANDARDS - THE FIFTIES AND LARGER



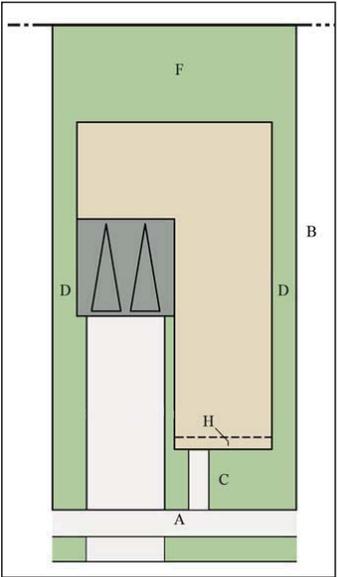
Alley Attached



Side Drive Detached



Side Drive Attached



Recessed Attached



Chapter 06
Residential Neighborhoods

DEVELOPMENT STANDARDS - SUMMARY

	Lot Characteristics								Garage Setbacks				Garage Orientation				Maximum Building Height
	A - Width (Min.)	B - Depth (Min.)	C - Front	D - Side (Single-Family Detached) ¹	E - Corner Lot Side Yard Along Street	F - Rear (to Living Space)	G - Minimum Distance Between Principal Building and detached Garage	H - Front Porch	I - Side	J - Rear	K - Alley Driveway	L - Minimum Clear Space in Front of Garage Doors	Alley-Loaded (Attached or Detached)	Side Drive (Attached or Detached)	Recessed Attached	Corner Lot Side Street Entry (Attached or Detached)	
THE THIRTIES	30'	90'	12.5'	5'	12.5'	15'	10'	12.5'	3'	3'	6'	N/A	Permitted	Not Permitted	Permitted	Permitted	35'
¹ Single-family attached (fee simple row homes) are permitted on 30' x 90' lots. Building-to-building setback between single-family attached clusters is 10' minimum. All other setbacks remain consistent. ² All setbacks are minimum unless otherwise specified.																	
THE FORTIES	40'	90'	12.5'	5'	12.5'	15'	10'	12.5'	3'	3'	6'	N/A	Permitted	Not Permitted	Permitted	Permitted	35'
¹ Single-family attached are permitted on 40' x 90' lots. Building-to-building setback between single-family attached clusters is 10' minimum. All other setbacks remain consistent. ² All setbacks are minimum unless otherwise specified.																	
THE FORTY-FIVES	45'	90'	12.5'	5'	12.5'	15'	10'	12.5'	3'	3'	6'	24'	Permitted	Permitted	Permitted	Permitted	35'
¹ Single-family attached are permitted on 45' x 90' lots. Building-to-building setback between single-family attached clusters is 10' minimum. All other setbacks remain consistent. ² All setbacks are minimum unless otherwise specified.																	
THE FIFTIES AND LARGER	50'	100'	12.5'	5'	12.5'	20'	10'	12.5'	3'	3'	6'	24'	Permitted	Permitted	Permitted	Permitted	35'
¹ All setbacks are minimum unless otherwise specified.																	

COMMUNITY-WIDE MULTI-FAMILY DESIGN PRINCIPLES

6.4 COMMUNITY-WIDE MULTI-FAMILY DESIGN PRINCIPLES

The Plan Area provides the opportunity for two different multi-family product types at two density levels. Multi-family residential is defined as attached-for-rent or for-sale residential product. Residential mixed-use is defined as attached-for-rent or for-sale residential product vertically or horizontally related to an office or commercial use, such as office, retail, or restaurant use.

6.4.1 DIVERSITY OF STREETScape

As with the single-family detached sub-neighborhoods, multi-family and residential mixed-use areas should also exhibit streetscape diversity, while drawing from a more selective pool of architectural styles. Sub-neighborhoods have an opportunity to present an eclectic streetscape with a variety of product types to achieve different densities. For example, row homes can be designed to look like a series of individual architectural statements, whereas larger multi-family buildings can be designed to emulate large stately manor homes with one architectural style. The intent of this section is to define the standards by which the multi-family and residential mixed-use neighborhoods shall be built.

A. Four-Sided Architecture

Multi-family buildings generally have access on all sides, whether pedestrian, vehicular, or visual. As such, defining architectural elements and detailing from the front elevation must be carried to the sides and rear of all multi-family buildings.

- At least three style-specific architectural details from the enhanced elements portion of the corresponding architectural style matrix as specified under each style found in Section 6.6 must be continued on all sides of multi-family buildings.
- Details must be selected from the matrix corresponding to the selected architectural style. It is not acceptable to apply details that are not style appropriate in an attempt to remedy a poorly designed facade.
- When multi-family product is alley-loaded, a sense of activity and “eyes-on” the alley is encouraged through outdoor living space in the form of second or third floor balconies.
- Garage doors are prohibited from facing the perimeter of the individual multi-family project.
- Detached garage units, when present, must be internal to the individual multi-family project in order to prevent the sense of a walled fortress with blank walls facing streets or other product types.



Chapter 06

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MULTI-FAMILY DEVELOPMENT STANDARDS

B. Massing

When designing multi-family buildings, proportion and placement of architectural elements is critical. When a condominium or apartment building is designed to look like one large home, the scale of architectural forms and elements must be cohesive with the scale of the overall building.

- End units must have articulation, such as windows and doors facing sidewalks and public ways.
- Unarticulated or windowless walls are not permitted.
- Massing of forms should be established using the fundamental characteristics of the selected architectural style.





MULTI-FAMILY DEVELOPMENT STANDARDS

6.5 MULTI-FAMILY DEVELOPMENT STANDARDS

MULTI-FAMILY RESIDENTIAL		
Basic Criteria		
Average Density (Net)	25 Units per Acre	
Setbacks		
Minimum to Public Street or Property Line (Back of walk)	One-Story	10'
	Two-Story	10'
	Three-Story	10'
Minimum to Interior Street/Private Drive	One-Story	5'
	Two-Story	5'
	Three-Story	5'
Minimum Building to Building	One-Story	10'
	Two-Story	15'
	Three-Story	20'
Garage Setback from Public Street		18'
Maximum Building Height	This dimension includes the height of the building from finished grade to top of ridge for sloped roofs.	35'

MULTI-FAMILY RESIDENTIAL	
Site Characteristics	
Minimum Parking	Per City Code

Notes:

¹ See Chapter 4: Landscape Design for landscape and lighting requirements.

² All setbacks are minimum unless otherwise specified and apply to the entire building.

³ Setbacks may require conformance with public utility easements



Chapter **06**
Architectural Guidelines

The following Architectural Guidelines are detailed and will be used by Design Review Board(s) established in the New Brighton PUD as well as the City of Sacramento in evaluating projects within the Plan area. Variations to these design standards may be considered during the City's site plan and design review process. The Architectural Guidelines are intended to encourage and direct a high level of design quality to the project site while permitting flexibility for creative expression and innovative design solutions.



6.6 ARCHITECTURAL GUIDELINES

The concept, inspiration, and vision for New Brighton is based on a unique and compelling design character derived from the timeless Park Neighborhoods of Sacramento: McKinley Park and East Sacramento, Land Park, Curtis Park, and Oak Park. With their iconic architecture, landmark community buildings, and tree-lined streets, these neighborhoods represent some of Sacramento’s finest and most desirable neighborhoods.

These distinct neighborhoods can be grouped into the manor neighborhoods and the bungalow neighborhoods. The manor neighborhoods have grand stately homes representative of the more formal styles. Although there are certainly cottage and bungalow-scale homes in these neighborhoods, they are primarily characterized through larger estate homes. The bungalow neighborhoods are distinguished by their smaller scale, more modest and comfortable homes. Still with a great deal of detailing and charm, the neighborhoods are reminiscent of early twentieth century European and American architectural styles.

The Plan Area has examples of both the formal manor scale and the informal bungalow scale and recalls the sense of permanence and legacy found in these neighborhoods by employing similar street patterns, lot sizes, and open spaces. The thirteen distinctive architectural styles presented herein include the most prevalent historical architectural styles of these significant neighborhoods (listed to the right and organized into ten Primary Styles and three Secondary Styles).

When interspersed throughout the neighborhoods, this collection of architectural styles will create a diverse and eclectic streetscape through massing and form, material and color, and detailing. The variety of styles will energize and animate the streetscape, creating a dynamic and vibrant community.

Each style lends itself to a specific scale, which corresponds directly to an appropriate minimum lot size. The community offers a wide range of lot sizes; and, as such, the following table defines the appropriate applicable lot size for each architectural style. The architectural styles are broken

-
- The American Farmhouse
 - The Colonial Revival
 - The Craftsman
 - The English Cottage
 - The French Cottage
 - The Italian Renaissance
 - The Monterey
 - The Prairie
 - The Spanish Eclectic
 - The Tudor Revival
 - • • • •
 - The International
 - The Italianate
 - The Moderne
-



Chapter 06
Architectural Guidelines

down into Primary Styles and Secondary Styles. The Primary Styles represent those that are most prevalent in the Park Neighborhoods of Sacramento and, likewise, should be most prevalent in the Plan Area. The Secondary Styles would have occurred later in the evolution of the neighborhoods and therefore are not as prevalent within the neighborhoods. As such, these styles will appear less often.

The following architectural guidelines define the history and intent of each style, identify key style elements, and provide a matrix that identifies the recommended elements for each style along with applicable enhanced elements. Additionally, sketches of primary style elements and

LOT SIZE	PRIMARY STYLES										SECONDARY STYLES		
	AMERICAN FARMHOUSE	COLONIAL REVIVAL	CRAFTSMAN	ENGLISH COTTAGE	FRENCH COTTAGE	ITALIAN RENAISSANCE	MONTEREY	PRAIRIE	SPANISH ECLECTIC	TUDOR REVIVAL	INTERNATIONAL	ITALIANATE	MODERNE
>60'	●	●	●			●	●	●	●	●	●	●	●
60'	●	●	●			●	●	●	●	●	●	●	●
55'	●	●	●	●	●	●	●	●	●	●	●	●	●
50'	●	●	●	●	●	●	●	●	●	●	●	●	●
45'			●	●	●	●		●	●	●	●	●	●
40'			●	●	●	●		●	●	●	●	●	●
30'			●	●	●	●			●	●	●	●	●
Bungalow Courts			●	●	●				●				●
Manor Homes	●*	●*				●*	●*		●*	●*			
Row Homes and Multi-Family Attached	●	●				●	●		●	●		●	●

* When utilized on attached building types, the entire building must be designed with the specified style such that the composition of details gives the appearance of one larger building or home as opposed to a series of individual residences.

details and pictorial examples of both a historic and present day version of the style are represented. With the intent of creating authentic representations of these architectural styles, all of the recommended elements outlined on the style specific matrix should be provided along with three enhanced elements.

To further define the architecture of the Plan Area, the following statements apply to all styles herein:

- On styles utilizing stucco, smooth or imperfect smooth stucco is the only allowed finish (further defined per style on pages to follow).
- Manufactured stone must be applied authentically, wrapping outside corners and terminating at inside corners.
- All material changes must occur on an inside corner.
- Fascia gutter should be avoided.
- Concrete rake tiles should be avoided.
- Garage doors should complement architectural style.
- House lights should complement architectural style.
- When shutters are used, each shutter must be sized to one-half of entire adjacent window width.
- Builders may choose to incorporate one Secondary Architectural Style for inclusion in their Master Home Plan series; the remaining style offerings in the series should pull from the ten Primary Architectural Styles.

Each style section within this document is broken into four pages, each with a distinct purpose. The first page articulates the history of the architectural style as well as the intent of that style within the Plan Area. Additionally, this page offers a list of some of the elements that make the defined style distinctive. These elements draw from both the recommended and enhanced elements from the matrix found on the following page and are intended to be descriptive, rather than prescriptive, by conveying the essence of the style. The second page offers a matrix of the recommended and enhanced elements of each style and serves as the prescriptive requirements of the style. The third page graphically represents a selection of the key style elements described in the matrix. Finally, the last page offers details and vignettes as well as pictorial representations, both historical and present day, of well-executed examples of the style.

These guidelines are intended for the use of the City of Sacramento in evaluating builder projects within the Plan Area. Prior to municipality review, the developer's design review board will evaluate and approve each project to ensure consistency with the guidelines established within Section 6.6 of this chapter.



Chapter 06
Architectural Guidelines

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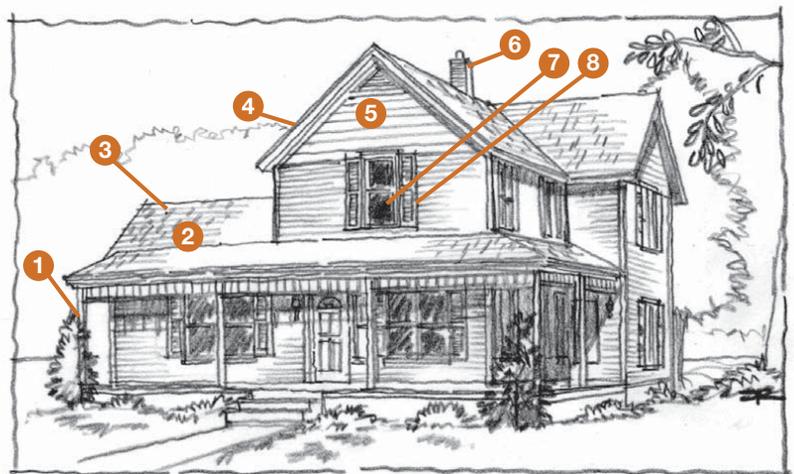
THE AMERICAN FARMHOUSE

HISTORY AND INTENT

In the Sacramento area, farmhouses were utilitarian housing for farmers settling in outlying areas of the region. They were typically wood frame with clapboard siding. These homes were simply detailed and understated and often evolved in size and form to reflect the success and size of the farming family. Although utilitarian in nature, the farmhouse also reflected the regional style of the time to the extent possible, sometimes emulating a higher style of architecture by borrowing details of widely accepted styles.

The intent of the American Farmhouse is to include a style that embraces the agrarian history of the region. The Farmhouse is a traditional, honest representation of the style with simple forms and detailing, lacking the highly stylized features of its Midwestern and East Coast counterparts.

DISTINCTIVE STYLE ELEMENTS	
1	Slender Porch Columns
2	Projecting Porch with Shed Roof
3	Rectangular, Cross Gabled Form
4	Dominant Gable Roof
5	Lap Siding
6	Brick Chimney
7	Single-Hung Windows
8	Louvered Shutters





Chapter 06
Architectural Guidelines

THE AMERICAN FARMHOUSE

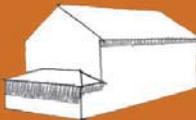
STYLE ELEMENTS	RECOMMENDED ELEMENTS	ENHANCED ELEMENTS ¹
FORM	<ul style="list-style-type: none"> • Rectangular, typically two-story. • Front, side, or cross gabled. • Symmetrical or asymmetrical. • Entry porch, very simple in form and detailing. • Porches project from the house rather than being incorporated into the primary massing. 	<ul style="list-style-type: none"> • Two-story with opposing wings in larger homes. • One- or two-story wings and covered porches. • Form may reflect additions to original house. • Covered porches along entire facade or wrapping around corners, very simple in form and detailing. • Converted water tower as ancillary structure.
ROOF	<ul style="list-style-type: none"> • Dominate gable roof forms. • Roof pitch 6:12 to 10:12 with porches of lower profiles. • 6" to 12" overhangs. • Concrete shingles that are flat or resemble wood shake or composition asphalt shingles. • Tight wood fascias and rakes. 	<ul style="list-style-type: none"> • Shed roof forms, reflecting additions to the original house. • Porch roofs of standing seam metal. • Roof dormers, shed or gabled, symmetrically organized. • Fascias and rakes may be box end soffit or open with exposed rafters and starter board. • Metal roofs.
WALLS	<ul style="list-style-type: none"> • Primary exterior material is lap siding with 6"-8" exposure. • Window and door trim, corner boards, starter boards, and vergeboards used as siding terminations. 	<ul style="list-style-type: none"> • Lap siding with tighter exposure or shingles at accent areas. • Picket railings at porches in various styles. • Stone at raised foundation.
WINDOWS & DOORS	<ul style="list-style-type: none"> • Wood window and door trims. • Single-hung vertical windows with or without window grids. 	<ul style="list-style-type: none"> • Enhanced (built-up) window trim.
DETAILS	<ul style="list-style-type: none"> • Verge rafters. • Trim at corner boards, verge boards, and starter boards. • Slender, unornamented square or round porch columns. 	<ul style="list-style-type: none"> • Roof ornamentation such as cupolas, weather vanes, or dovecone accents. • Chimneys clad in stone, brick, or siding with basic rectilinear termination caps.

¹ Minimum three enhanced elements per house are required.



THE AMERICAN FARMHOUSE - STYLE ELEMENTS

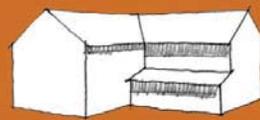
FORWARD
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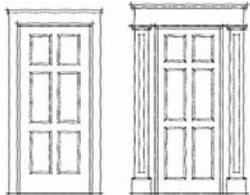
SIDE
GABLE



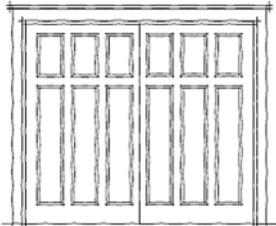
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GABLE



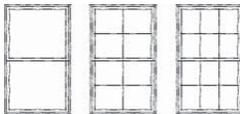
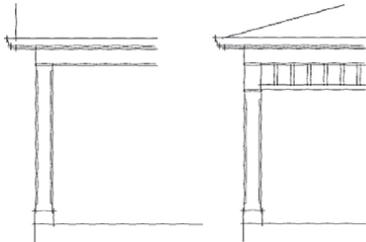
Entry Doors
and Surrounds



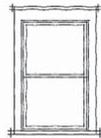
Garage
Doors



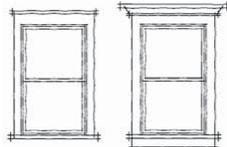
Porch
Columns



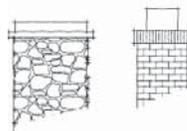
Window
Patterns



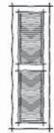
Window
Groupings



Window
Surrounds



Chimneys



Shutters



Chapter 06
Architectural Guidelines

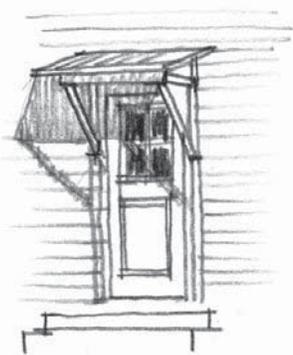
THE AMERICAN FARMHOUSE

DETAILS

PICTORIAL EXAMPLES



Raised Porch



Shed Roof at Door



Gable and Porch



Historical Representation



Present Day Interpretation

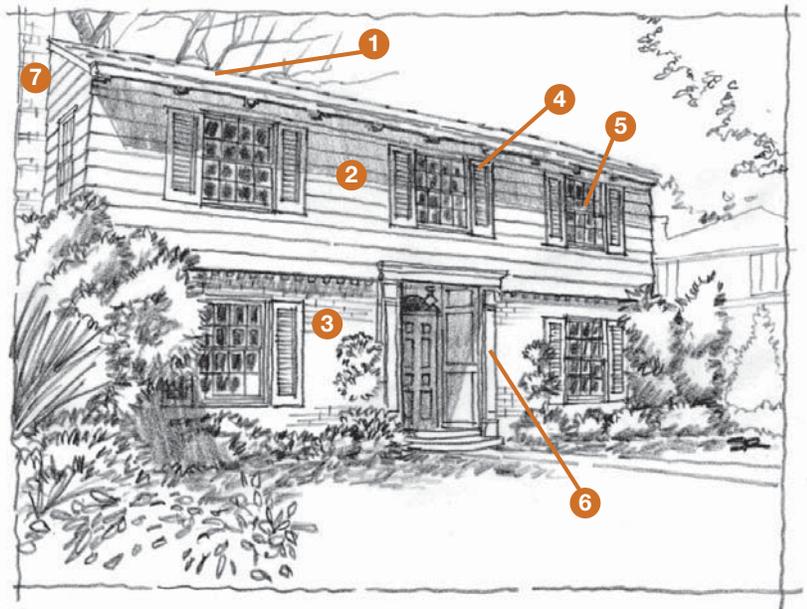
THE COLONIAL REVIVAL

HISTORY AND INTENT

In Sacramento, the Colonial Revival house falls into several categories. First, there are the modest single-story versions, generally known as Cape Cod cottages, with the addition of more formal Georgian or American Southern Colonial surface details. A two-story Dutch Colonial version was also popular in most Park Neighborhoods. The cottage forms are usually symmetrical in form, with wood siding (either lap siding or shingles) and shake or composition roofs. Entryways have modest facade-faced entablatures. Entry porches are always simple in form and articulation when they appear. Though Colonial Revival styles are quite common, especially the smaller cottage form, they are not as prevalent as the Tudor Cottage and Spanish Eclectic styles in Sacramento that reflect this city's more relaxed temperament and architectural preferences.

The intent of the Colonial Revival is to bring a formal, stately, and gracious presence to the community.

DISTINCTIVE STYLE ELEMENTS	
1	Two-Story Side Gabled Rectangular Form
2	Lap Siding
3	Brick at First Floor
4	Louvered Shutters
5	Divided Light Windows
6	Pedimented Entry
7	Brick Chimney





Chapter 06
Architectural Guidelines

THE COLONIAL REVIVAL

STYLE ELEMENTS	RECOMMENDED ELEMENTS	ENHANCED ELEMENTS ¹
FORM	<ul style="list-style-type: none"> Two-story, simple rectangular form. Predominately side gable. Symmetrically balanced windows and center door. When present, small entry porch covering less than the full facade width. More typically, pedimented entry door surround is used. 	<ul style="list-style-type: none"> One-story, full-width porch with classical columns. Doric columns at porch (singularly or paired) with capital and base. Asymmetrical entry in larger examples. One-story side wing, either open or enclosed, usually with a flat roof, but alternately with a shed roof.
ROOF	<ul style="list-style-type: none"> Steeply pitched roof (6:12 to 10:12). Composition shingle roof. Principally side gable with variations such as center gable, cross gable, and hip. Little or no overhang. 	<ul style="list-style-type: none"> Roof dormers. Eave returns at gable ends. Pilasters as building corners.
WALLS	<ul style="list-style-type: none"> Predominately lap siding with 3"-6" exposure or shake (shingle) siding. Smooth finish stucco. 	<ul style="list-style-type: none"> Brick. Stone. Siding or shake as accent at gable end.
WINDOWS & DOORS	<ul style="list-style-type: none"> Windows with double-hung sashes, usually with divided lights (divided into six, eight, nine, or twelve panes). Windows in adjacent pairs. Window and door surrounds with projecting built-up head trim and projecting sills at windows. Doors with overhead fanlights or sidelights. Accentuated pedimented front door without supporting pilasters. 	<ul style="list-style-type: none"> Bay windows. Triple windows. Elliptical oculus window centered over entry door. Windows with broken segmental or triangular pediments. Accentuated pedimented front door supported by pilasters, or extended forward and supported by slender columns to form an entry porch.
DETAILS	<ul style="list-style-type: none"> Massive central chimney or gable end chimney(s). Ogee gutter as part of eave detail. Cornice at roof line. 	<ul style="list-style-type: none"> Louvered shutters. (Each shutter must be sized to one-half of entire adjacent window width.) Horizontal banding on two-story homes as a defining line between first and second story. Dentil frieze. Roof and/or upper porch balustrades. Leader heads at downspouts.

¹ Minimum three enhanced elements per house are required.



THE COLONIAL REVIVAL

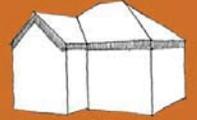
SIDE
GABLE



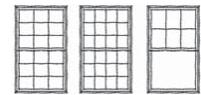
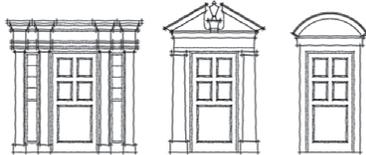
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GABLE



ASYMMETRICAL
GABLE

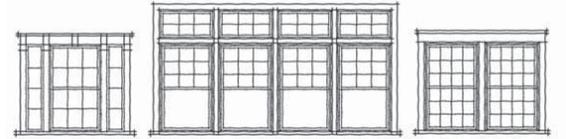
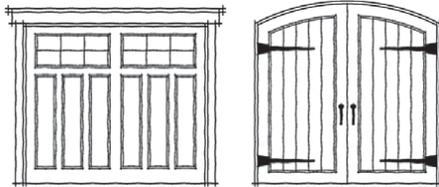


Entry Doors
and Surrounds



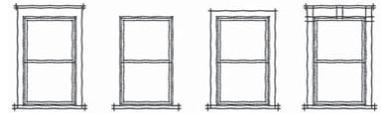
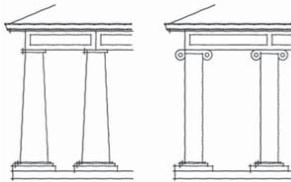
Window
Patterns

Garage
Doors

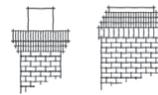


Window
Groupings

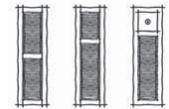
Porch
Columns



Window
Surrounds



Chimneys



Shutters

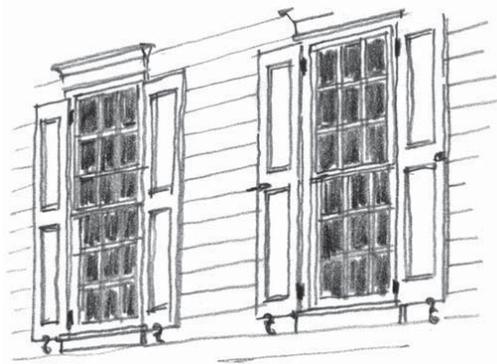


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Architectural Guidelines

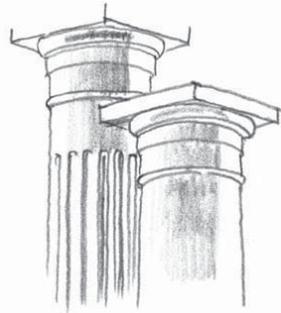
THE COLONIAL REVIVAL

DETAILS

PICTORIAL EXAMPLES



Window Surround and Shutters



Colonial Columns



Broken Pediment at Entry



Historical Representation



Present Day Interpretation

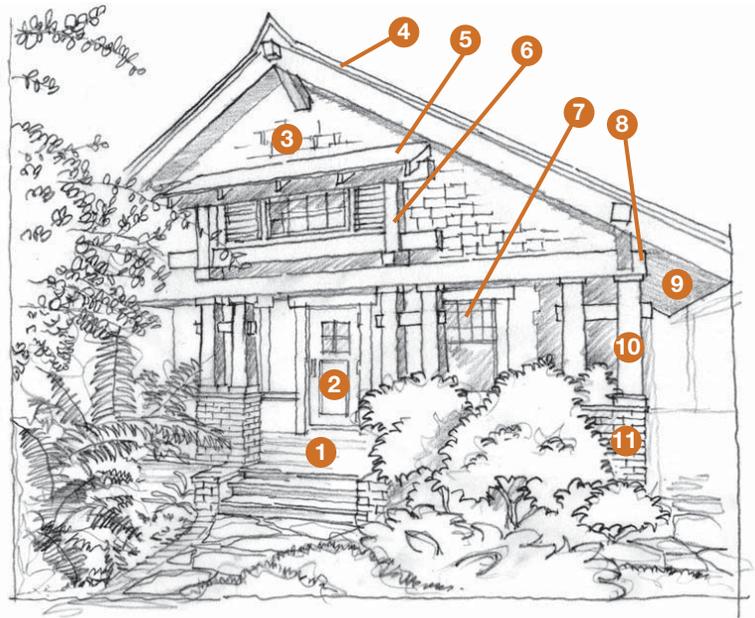
THE CRAFTSMAN

HISTORY AND INTENT

The Arts and Crafts bungalow was an enormously influential form and style of architecture in Sacramento between 1906 and 1918, the first truly American vernacular style. The bungalow broke with earlier formal Victorian spatial arrangements and changed the way that families lived in and related to their houses. Architecturally, the Craftsman bungalow was designed to achieve harmony between the house and its landscape, to get as close as possible to nature. A Craftsman bungalow has many of the hallmarks of the Arts and Crafts aesthetic: clinker brick, carved rafter tails, a mixture of cladding (brick, clapboard, tile, and shingle), and oversized eave brackets painted in colors of nature.

The intent of the Craftsman style within the Plan Area is to recall the comfortable and welcoming nature of the Craftsman bungalows found in the Park Neighborhoods of Sacramento. These homes reflect a sense of permanence that only craftsmanship and careful design can convey.

DISTINCTIVE STYLE ELEMENTS			
1	Deep Recessed Porch	7	Decorative Window Patterns
2	Wide Entry Door	8	Knee Braces
3	Shingle Siding	9	Wide Overhangs
4	Gable Roof	10	Decorative Porch Columns
5	Gable Ornamentation	11	Masonry Column Base
6	Gable Vents		





Chapter 06
Architectural Guidelines

THE CRAFTSMAN

STYLE ELEMENTS	RECOMMENDED ELEMENTS	ENHANCED ELEMENTS ¹
FORM	<ul style="list-style-type: none"> Simple massing on one to one-and-a-half stories, front or side gabled. Symmetrical or asymmetrical form. Deep front entry porch. Stylized column and beam detailing at porches. 	<ul style="list-style-type: none"> Cross-gabled massing. Two stories with a combination of one- and two-story elements. Full width, deep porch at entry.
ROOF	<ul style="list-style-type: none"> Low-pitched roofs with large overhanging eaves, emphasizing horizontal planes. 4:12 to 6:12 roof pitch. 16" to 24" overhangs. Flat concrete tile with a shingle appearance or composition shingle. 	<ul style="list-style-type: none"> Varied porch roofs, shed or gabled. Cascading (multiple) gables. Roof dormers (shed or gable form). 24" to 36" overhangs. Extended and shaped barge rafters. Exposed rafter tails at eaves.
WALLS	<ul style="list-style-type: none"> Exterior wall materials with combinations of wood shingles, horizontal siding, board and batten, and stucco. Foundation or wainscot using stone or brick. 	<ul style="list-style-type: none"> Stone, brick, or combination chimneys. Eliminate stucco as a wall treatment. Battered (tapered) stone foundation or wainscot.
WINDOWS & DOORS	<ul style="list-style-type: none"> Single-hung windows at front elevations. Divided light windows with wood trim. Use windows individually or in groups (typically two or three). Doors with full surrounds. Windows with full surrounds and a projected sill/apron. 	<ul style="list-style-type: none"> Casement windows. Three or more windows in a "ribbon." Grouped windows with a high transom. Wide wood entry door with integrated glass. Wood door and window surrounds.
DETAILS	<ul style="list-style-type: none"> Entry porches with columns resting on larger pier or bases. Porch rails of repeated vertical elements. Wood brackets or knee braces. Surface-mounted fixtures on front elevations must complement architectural style. Garage door patterns and lights to complement the architectural style. 	<ul style="list-style-type: none"> Entry porch columns consist of single or multiple wood posts with battered brick or stone pier or base. Porch rails comprised of decoratively cut boards that create a pattern. Additional "stick-work" in gable ends. Typical downspouts replaced with "rain chains." Open eave overhangs with shaped rafter tails. Decorative ridge beams, outlookers, and purlins. Porte-cochère, pergola, or trellis that continues, or is integrated with, the front porch.

¹ Minimum three enhanced elements per house are required.



THE CRAFTSMAN

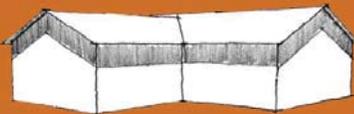
FORWARD
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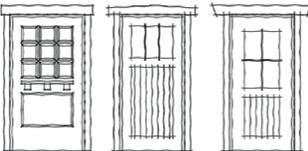
SIDE
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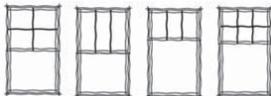
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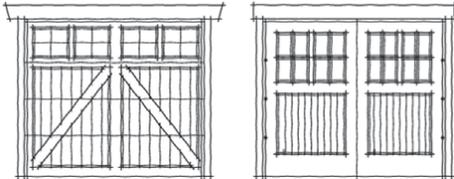
Entry Doors
and Surrounds



Window
Patterns



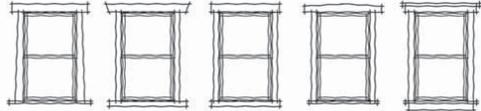
Garage
Doors



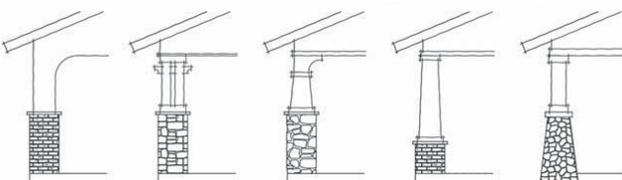
Window
Groupings



Window
Surrounds



Porch
Columns



Chimneys



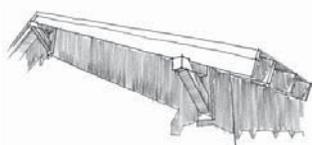


Chapter 06
Architectural Guidelines

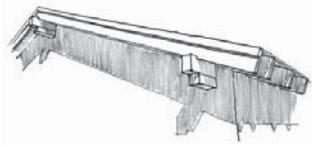
THE CRAFTSMAN

DETAILS

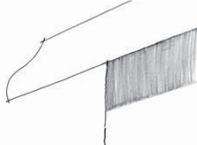
PICTORIAL EXAMPLES



Gable with Knee Brace Detail



Gable with Outlooker Detail



Fancy Cut Rafter



Quarter Round Cut Rafter



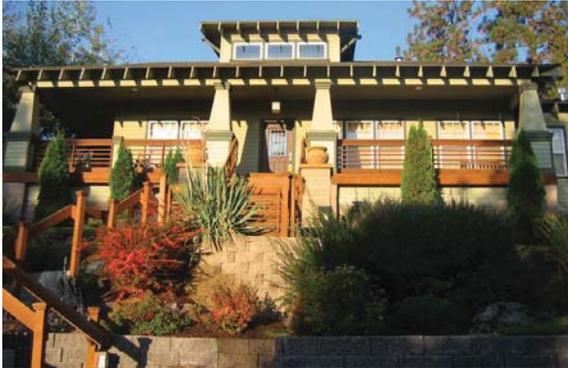
Round Cut Rafter



Square Cut Rafter



Historical Representation



Present Day Interpretation

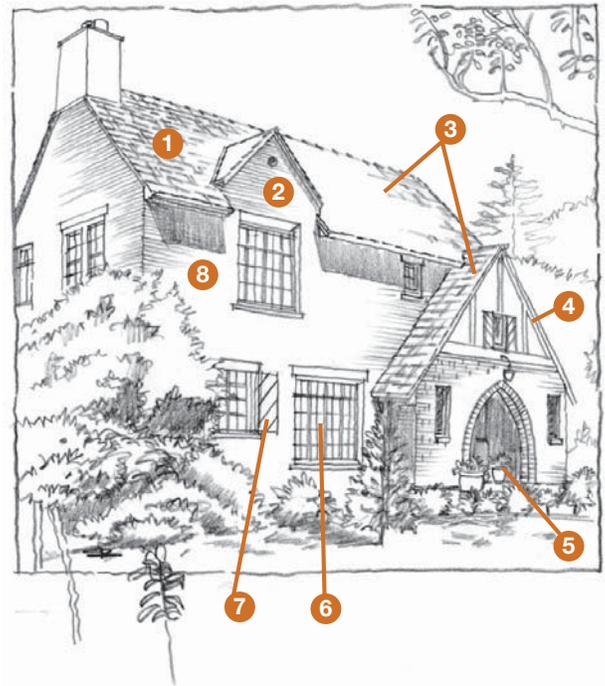
THE ENGLISH COTTAGE

HISTORY AND INTENT

The English Cottage is a romantic, informal, country style that followed the soldiers home from Europe, where they became enchanted with the picturesque villages, after World War I. The whimsical cottage styles of Sacramento’s Park Neighborhoods added to the eclectic atmosphere of the new communities, building a storybook community with an inviting and friendly sense of place. The origins of this style are rooted in the English Renaissance homes of the 16th and 17th centuries found in the rural countryside of England.

The English Cottage will create continuity between the historic park neighborhoods and the Plan Area, adding whimsy and romanticism to the new neighborhood. The design of the English Cottage should present an ornate focal point, with the balance of the architecture retaining simplicity in design so as to not create a contrived veneer, but rather an authentic updating of the classic style.

DISTINCTIVE STYLE ELEMENTS			
1	Steeply Pitched Main Roof	5	Deeply Recessed Entry
2	Dormer	6	Divided Light Windows
3	Asymmetrical Massing	7	Diagonal Plank Shutters
4	Dominant Steeply Pitched Facade Element	8	Brick





Chapter 06
Architectural Guidelines

THE ENGLISH COTTAGE

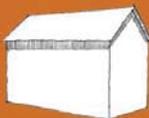
STYLE ELEMENTS	RECOMMENDED ELEMENTS	ENHANCED ELEMENTS ¹
FORM	<ul style="list-style-type: none"> One- and two-story. Dominant facade element is a steeply pitched forward gable with combinations of hip roofs. Dominant front-facing gable usually incorporates a deeply recessed entry door. Asymmetrical massing and proportions. 	<ul style="list-style-type: none"> Bell-cast eaves. Variety of dormer styles where appropriate. Massive chimney, usually integrated with the dominant gable.
ROOF	<ul style="list-style-type: none"> Steeply pitched roof (minimum 10:12 for the dominant gable, 8:12-14:12 for secondary roof elements). Composition or flat tile (not of concrete) roofs mimicking slate or thatch in form and color. Alternatives to tile that mimic shake are encouraged. Where tile is used, utilize a raised barge to eliminate rake tile. Gables with a tight rake (4" max). Eaves can be broader (up to 12"). 	<ul style="list-style-type: none"> Composition roofing materials rolled around eaves and rakes to suggest a thatched roof. Ornamented barge boards.
WALLS	<ul style="list-style-type: none"> Imperfect smooth stucco, lap siding, masonry/brick, stone, or any combination thereof. Material transitions may only occur at floor line breaks (i.e., at line between first and second floor). Wainscots or partial elements are not acceptable. 	<ul style="list-style-type: none"> Horizontal siding accents at gables and single massing elements. Masonry as an entire massing element (i.e., chimney, gable end, etc.).
WINDOWS & DOORS	<ul style="list-style-type: none"> Divided lights common on all windows. Vertical windows, in groupings of twos to fives. Head and sill trim used but rarely at jambs. Entry doors accented by trim surrounds. Arched entry door of carved wood. 	<ul style="list-style-type: none"> Soft arch windows. Recessed windows. Oriel accent windows. Casement windows. Mulled window groupings.
DETAILS	<ul style="list-style-type: none"> Stone elements that mimic "built-over-time" architecture, such as combining stone with brick at building elements. (Stone scattered over stucco to mimic building age is not appropriate.) 	<ul style="list-style-type: none"> Shutters (each shutter must be sized to one-half of entire adjacent window width). Exposed accent wood timbers and beams. Cast concrete door surrounds, window trim accents, and/or lentils.

¹ Minimum three enhanced elements per house are required.



THE ENGLISH COTTAGE

SIDE
GABLE



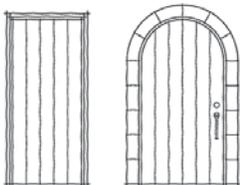
CROSS
GABLE



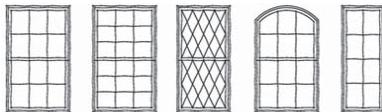
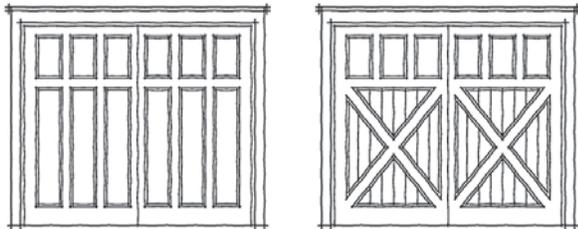
CENTER
GABLE



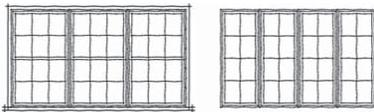
Entry Doors
and Surrounds



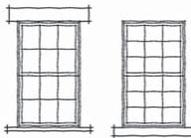
Garage
Doors



Window
Patterns



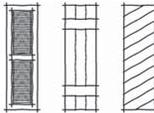
Window
Groupings



Window
Surrounds



Chimneys



Shutters



Chapter 06
Architectural Guidelines

THE ENGLISH COTTAGE

DETAILS

PICTORIAL EXAMPLES



Deep Recessed Entry



Window with Shutters
and Planter Box



Historical Representation



Present Day Interpretation

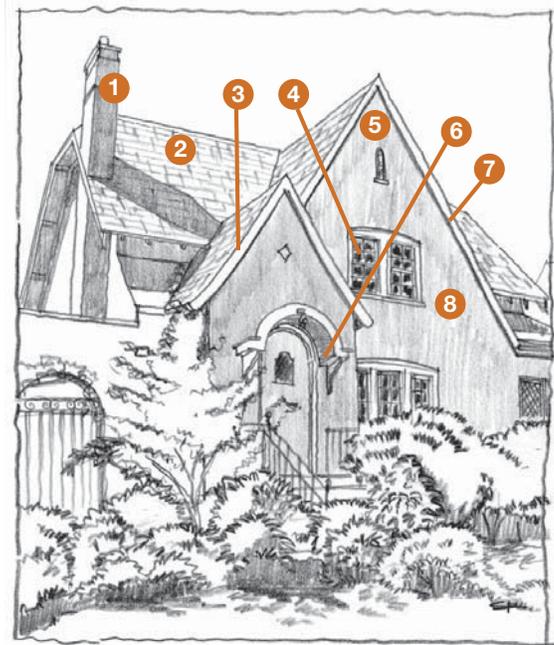
THE FRENCH COTTAGE

HISTORY AND INTENT

The French Cottage is cozy, charming, and understated, more refined and sophisticated than the English Cottage yet still picturesque, recalling a storybook village. As with the English Cottage, the French Cottage is reminiscent of the European villages visited by the soldiers in World War I, and returned to the States with them. The Sacramento Park Neighborhoods are peppered with quaint examples, adding to the eclectic streetscape that is so admired.

This project aims to bring that nostalgic streetscape character to the next generation of Sacramento neighborhoods through a simple and idyllic representation of the French Cottage. This style is less rustic than its English counterpart, with an emphasis on more refined stucco and masonry applications.

DISTINCTIVE STYLE ELEMENTS			
1	Chimney as Vertical Element	5	Steeply Pitched Forward Gable
2	Hipped Gable as Dominant Roof Form	6	Recessed Covered Entry Door
3	Bell Cast Eave	7	Tight Gable Overhangs
4	Divided Light Windows	8	Imperfect Smooth Stucco





Chapter 06
Architectural Guidelines

THE FRENCH COTTAGE

STYLE ELEMENTS	RECOMMENDED ELEMENTS	ENHANCED ELEMENTS ¹
FORM	<ul style="list-style-type: none"> One- or two-story. Asymmetrical massing with steep hip roofs. Deep recessed entry door. 	<ul style="list-style-type: none"> Asymmetrical gabled projection with bellcast eaves and sculpted stucco walls. Turret element.
ROOF	<ul style="list-style-type: none"> Steeply pitched roof (8:12 to 12:12). Hip roof as dominant roof form, although gables can be introduced as accent elements. Prominent dormers in a variety of forms: shed, hip, or gabled. Tight gable overhangs (4" max) with slender, understated fascias (4" max). Eave overhangs can be broader (12" to 24") with a thin, crisp fascia line. Composition shingle roofing. 	<ul style="list-style-type: none"> Hipped gables. Eye-brow dormers. Hip roof with engaged wall dormers. Bell cast or flared eaves. Composition roofing materials rolled around eaves and rakes to suggest a thatched roof. Slate or material mimicking slate.
WALLS	<ul style="list-style-type: none"> Smooth or imperfect smooth stucco or cement plaster as primary exterior finish material with stone or brick as accent materials. (Stone or brick scattered over stucco to mimic building age is not appropriate.) 	<ul style="list-style-type: none"> Smooth or imperfect smooth stucco, brick, or stone exterior material combinations with wood siding accents. Painted brick.
WINDOWS & DOORS	<ul style="list-style-type: none"> Casement and single-hung windows, arched accent windows enhanced with divided lights. Traditional wood window head, jamb, and sill trims. Tall window and/or French door assemblies in the front elevation. Heavy wood paneled arched entry doors with metal detailing. Arched entryways. 	<ul style="list-style-type: none"> Windows with wood planter boxes or embellished plant shelf details. Round or oval accent windows. Accent windows may also be arched, flanked with arched wood shutters. (Each shutter must be sized to one-half of entire adjacent window width.) Brick or stone window and door surrounds. Balcony or windows with decorative metal railings and French doors.
DETAILS	<ul style="list-style-type: none"> Chimney. 	<ul style="list-style-type: none"> Stone elements that mimic "built-over-time" architecture. (Stone or brick scattered over stucco to mimic building age is not appropriate.) Copper detailing (i.e., dormer roof). Brick or stone detailed chimney. Heavy timber post and beam construction. Recessed gable vents. Leader heads at downspouts.

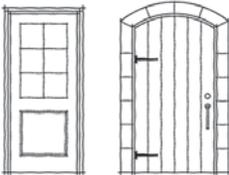
¹ Minimum three enhanced elements per house are required.



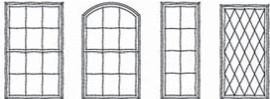
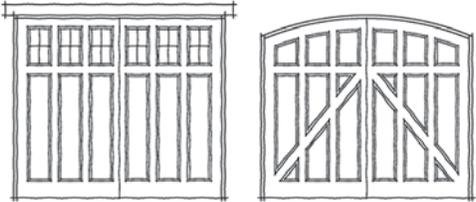
THE FRENCH COTTAGE



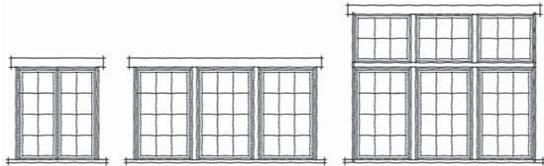
Entry Doors and Surrounds



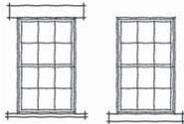
Garage Doors



Window Patterns



Window Groupings



Window Surrounds



Chimneys



Shutters

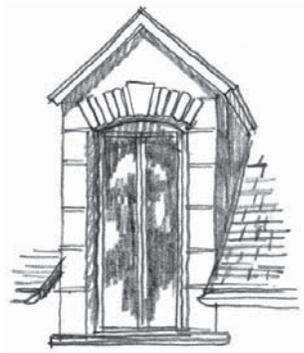


Chapter 06
Architectural Guidelines

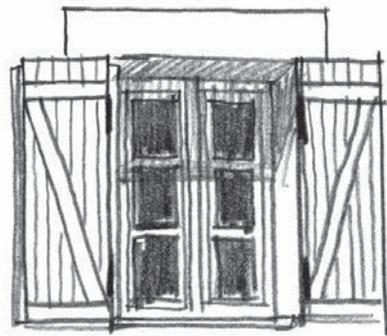
THE FRENCH COTTAGE

DETAILS

PICTORIAL EXAMPLES



Dormer



Recessed Window with Shutters



Historical Representation



Present Day Interpretation

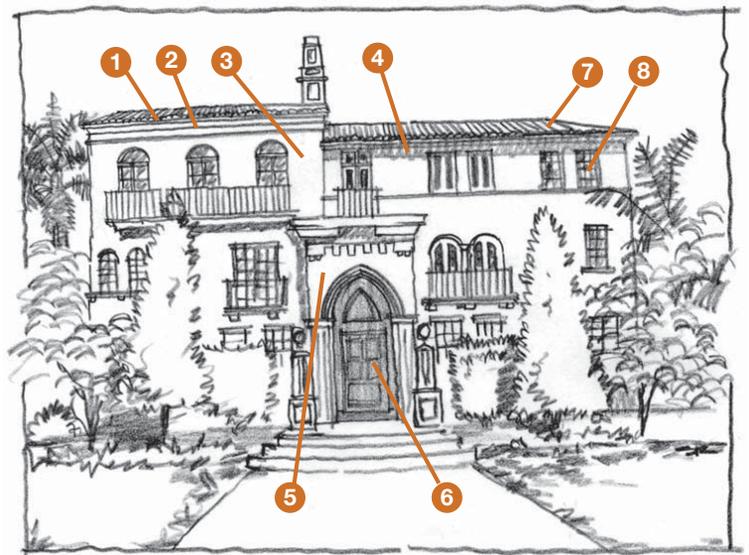
THE ITALIAN RENAISSANCE

HISTORY AND INTENT

The Italian Renaissance style was borne of the emergence of world travel in the late 1800's; with the ability to travel to Italy, Americans experienced the authentic architecture first hand, and the style gained popularity. The Italian Renaissance house type is less common to Sacramento and is generally found in the prestigious neighborhoods built as larger two-story houses. Local examples show restraint on simple symmetrical facades.

The Italian Renaissance style is intended to complement the community with the romantic flavor of the Mediterranean. Being more formal and vertical in nature, the Italian Renaissance style adds attractive contrast and an enhanced skyline, or "roof bounce," effect to the neighborhood.

DISTINCTIVE STYLE ELEMENTS			
1	Three-Story Form	5	Elaborate Entry Surround
2	Decorative Frieze	6	Recessed Entry Door
3	Smooth Stucco	7	Low Pitched Roof
4	Barrel Tile	8	Smaller Windows on Upper Floors





Chapter **06**
Architectural Guidelines

THE ITALIAN RENAISSANCE

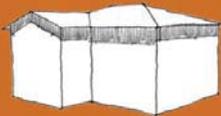
STYLE ELEMENTS	RECOMMENDED ELEMENTS	ENHANCED ELEMENTS ¹
FORM	<ul style="list-style-type: none"> • Two- or three-story forms. • Simple hipped roof with a flat, symmetrical front facade. 	<ul style="list-style-type: none"> • Full-width loggia with a formal and elegantly detailed colonnade.
ROOF	<ul style="list-style-type: none"> • Low pitched roof (4:12 to 5:12). • Simple hipped roof. • Broadly overhanging (24" min), boxed eaves with brackets. • Barrel or S-shaped concrete tiles. 	<ul style="list-style-type: none"> • Decorative brackets at eaves. • Hipped roof with single-story projecting wings (i.e., porte-cochère or sunroom). • Decorative frieze.
WALLS	<ul style="list-style-type: none"> • Smooth stucco. 	<ul style="list-style-type: none"> • Masonry walls (typically yellow brick rather than red). • Horizontal rusticated base of stone or masonry.
WINDOWS & DOORS	<ul style="list-style-type: none"> • Formal window arrangement across full facade. • Symmetrical placement of windows. • Smaller windows on upper floors. • Classical door surrounds. 	<ul style="list-style-type: none"> • Full-length first-story windows with arches above. • Palladian window arrangements. • Precast concrete door and window surrounds. • Pedimented door surround with columns. • Arched entry door.
DETAILS	<ul style="list-style-type: none"> • Belt course to accentuate horizontal emphasis of design. 	<ul style="list-style-type: none"> • Roof-line balustrades. • Molded cornices. • Bracketed window cornices. • Pedimented windows. • Precast concrete belt course.

¹ Minimum three enhanced elements per house are required.



THE ITALIAN RENAISSANCE

ASYMMETRICAL



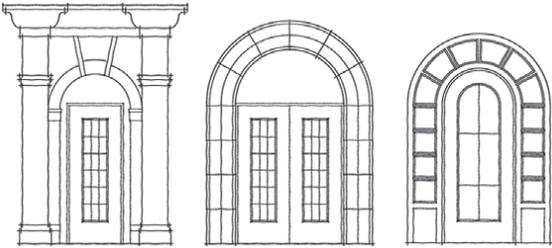
SIMPLE
HIP



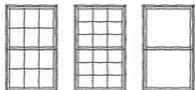
HIP WITH
WINGS



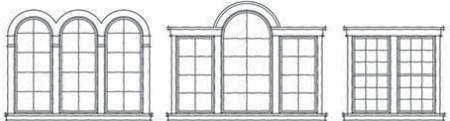
Entry Doors
and Surrounds



Window
Patterns



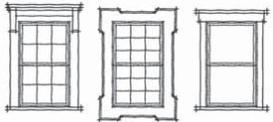
Window
Groupings



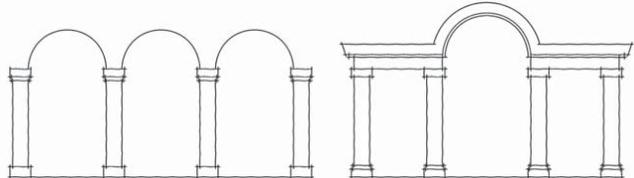
Garage
Doors



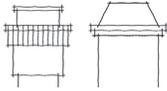
Window
Surrounds



Porch
Columns



Chimneys



Shutters



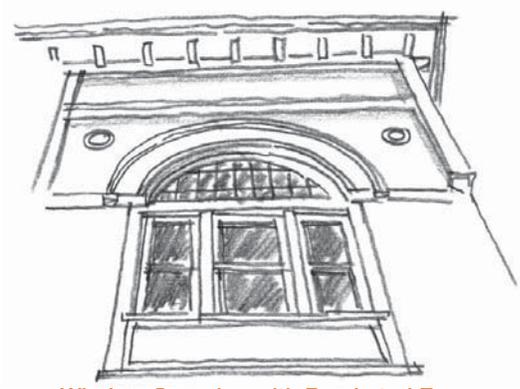


Chapter 06
Architectural Guidelines

THE ITALIAN RENAISSANCE

DETAILS

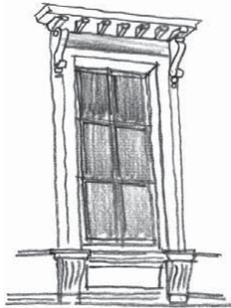
PICTORIAL EXAMPLES



Window Grouping with Bracketed Eave



Door Surround



Window Surround



Historical Representation



Present Day Interpretation



Multifamily Interpretation



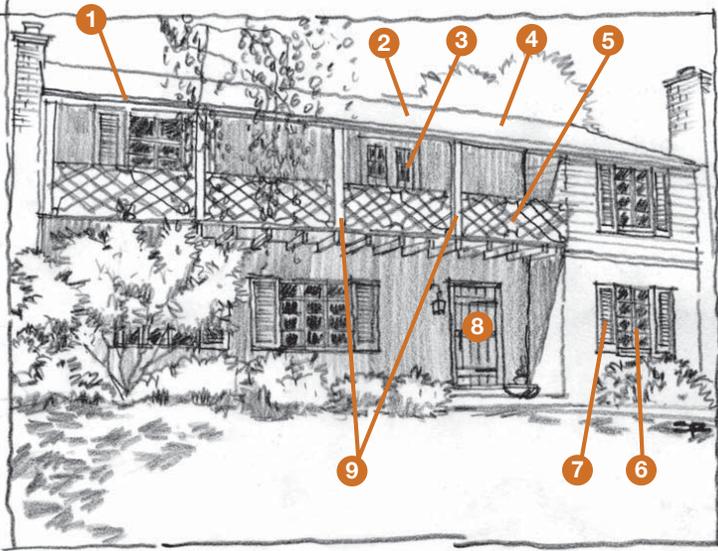
THE MONTEREY

HISTORY AND INTENT

The Monterey style blends the Hispanic cultures of original California residents with the influences brought to the west by the first European settlers. These homes are a juxtaposition of local indigenous materials with colonial detailing applied. The dominant feature of the Monterey style is the always present upper-story balcony element, which is contained within the principal roof form and cantilevered. The balcony is of heavy timbered construction, defining the structure.

The Monterey style is a direct link to the colonial heritage of California. These homes will be found on the larger lot sizes of the community, to provide an authentic representation of the style and its horizontal nature.

DISTINCTIVE STYLE ELEMENTS			
1	Thin Eaves	6	Vertical Divided Light Windows
2	Low Pitched Roof	7	Louvered Shutters
3	French Doors Accessing Balcony	8	Rustic Plank Entry Door
4	Two-Story Rectangular Form	9	Decorative Posts and Beams at Cantilever
5	Cantilevered Second-Story Balcony		





Chapter 06
Architectural Guidelines

THE MONTEREY

STYLE ELEMENTS	RECOMMENDED ELEMENTS	ENHANCED ELEMENTS ¹
FORM	<ul style="list-style-type: none"> • Two-story, rectangular form. • Principal side gabled roof. • Cantilevered second-story balcony covered by principal roof. 	<ul style="list-style-type: none"> • L-shaped form with front-facing cross gable.
ROOF	<ul style="list-style-type: none"> • Low-pitched gabled roofs (4:12 to 5:12). • Slate-look tile roof. • 12" to 16" overhangs. • Exposed rafter tails. • Thin eaves with either a half-round or ogee gutter. 	<ul style="list-style-type: none"> • S-tile roof.
WALLS	<ul style="list-style-type: none"> • Smooth or imperfect smooth stucco is the dominant exterior finish. 	<ul style="list-style-type: none"> • Brick at first floor that may be painted. • Horizontal wood siding at the upper floor. • Thickened walls.
WINDOWS & DOORS	<ul style="list-style-type: none"> • Paired windows in groups of twos or threes. • Tall vertical windows. • At least one pair of French doors accessing the balcony. • Rustic plank wood entry door. 	<ul style="list-style-type: none"> • First floor arched picture window at cross gable.
DETAILS	<ul style="list-style-type: none"> • Fixed panel or louvered wood shutters. (Each shutter must be sized to one-half of entire adjacent window width.) • Wood railing at balcony to match posts and beams. 	<ul style="list-style-type: none"> • Exposed decorative wood elements at balconies. • Ornate wrought iron railing at balcony.

¹ Minimum three enhanced elements per house are required.



THE MONTEREY

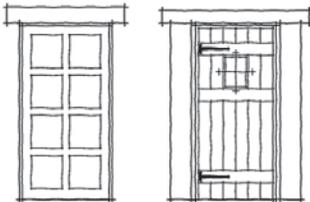
CROSS
GABLE



SIDE
GABLE



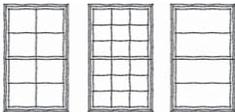
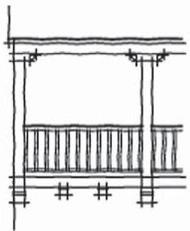
Entry Doors
and Surrounds



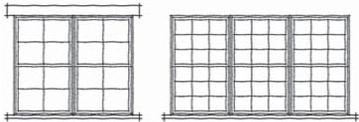
Garage
Doors



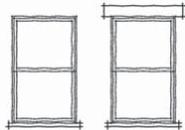
Porch
Columns



Window
Patterns



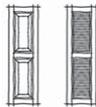
Window
Groupings



Window
Surrounds



Chimneys



Shutters



Chapter 06
Architectural Guidelines

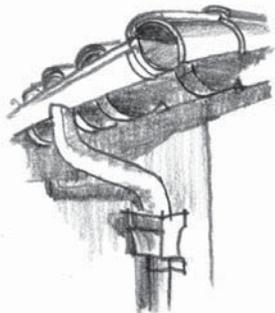
THE MONTEREY

DETAILS

PICTORIAL EXAMPLES



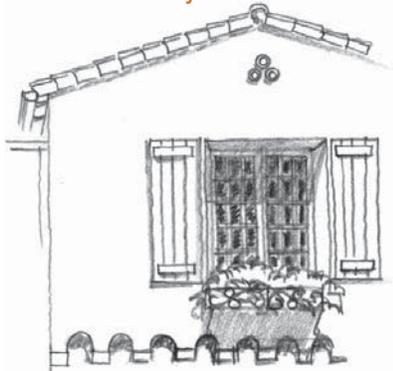
Cantilevered Balcony



Rafter Tail and Downspout



Historical Representation



Gable with Canales, Shutters, and Deep Recess



Present Day Interpretation



Multifamily Interpretation

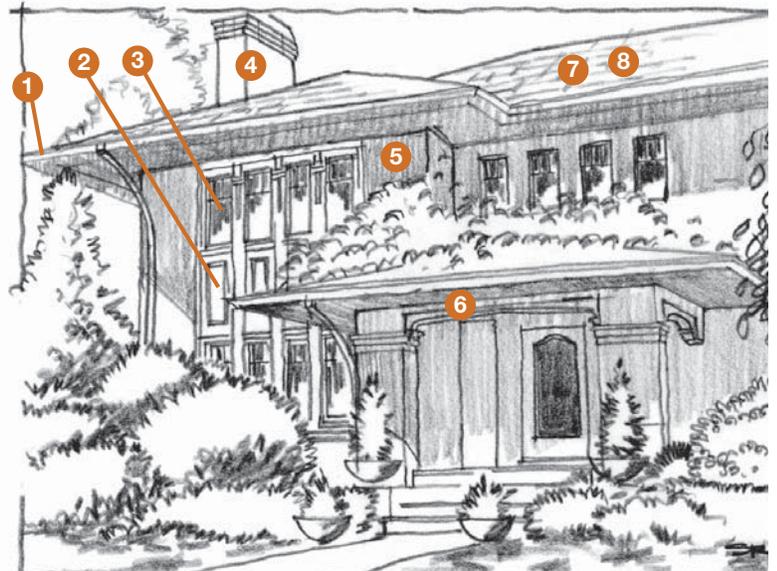
THE PRAIRIE

HISTORY AND INTENT

The Prairie style was borne of the Chicago Prairie School movement. The style is organic in nature, integrated with the land, using natural materials and abstracted nature forms. The Prairie emphasizes the integration of indoor and outdoor areas. Its trademark wide overhangs, appropriate for the Sacramento climate, typically identify the style. Although not as prevalent in the area as the Craftsman style, Sacramento Prairie homes are very distinctive and add a strong horizontal presence to the community.

The Prairie is found on the larger lots of the community, allowing room for the home to integrate with the land and create the horizontal lines so definitive of the style.

DISTINCTIVE STYLE ELEMENTS			
1	Long Soffited Eave Overhangs	5	Smooth Stucco
2	Panels Connect Upper and Lower Window Groupings	6	Raised Porch Extending from Main Building Form
3	Square or Rectangular Windows with Divided Lights	7	Two-Story Horizontal Massing
4	Massive Chimney Form	8	Low Pitched Roof





Chapter **06**
Architectural Guidelines

THE PRAIRIE

STYLE ELEMENTS	RECOMMENDED ELEMENTS	ENHANCED ELEMENTS ¹
FORM	<ul style="list-style-type: none"> One- or two-story with horizontal massing. Secondary masses perpendicular to the primary forms. 	<ul style="list-style-type: none"> Porte-cocheres (where applicable) and raised porches extending out from the entry of the home. Accentuated horizontal base extending out as a site or planter wall.
ROOF	<ul style="list-style-type: none"> Long, horizontal low-pitched hip roofs with large overhanging eaves, emphasizing horizontal planes (3.5:12 to 4:12 roof pitch). 36" minimum overhangs. Gable roof forms are also appropriate. Flat concrete tile with a shingle appearance. 	<ul style="list-style-type: none"> Terraces covered by primary roof form with massive rectilinear stone piers for roof support.
WALLS	<ul style="list-style-type: none"> Smooth stucco in combination with ledge stone or masonry wainscot base. Ledge stone used as post bases and fireplaces only. 	<ul style="list-style-type: none"> Extensive use of brick or ledge stone, used to emphasize the horizontal planes, with struck horizontal grout joints. Cement plank lap siding is found in some examples.
WINDOWS & DOORS	<ul style="list-style-type: none"> Square or rectangular windows with custom divided lights. Grouping and arrangement of windows should emphasize the geometry of the elevation. Ribbons of windows under deep roof overhangs. Wood window and door trim. 	<ul style="list-style-type: none"> Clerestory windows. Leaded glass inserts at entry.
DETAILS	<ul style="list-style-type: none"> Massive chimney forms, wrapped in stone or brick. Ornamental railings and gates. Wood beams and brackets. 	<ul style="list-style-type: none"> Metal or wood fascia. Carpenter detailing. Style-specific unique lighting fixtures. Low garden walls to enclose and frame outdoor living spaces.

¹ Minimum three enhanced elements per house are required.



THE PRAIRIE

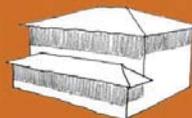
ASYMMETRICAL
HIP



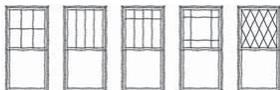
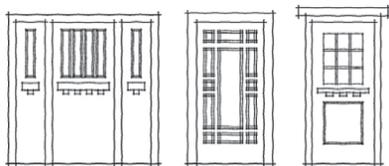
SIDE
GABLE



HIP WITH
FRONT ENTRY

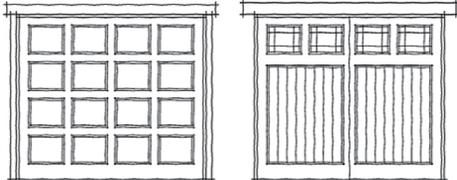


Entry Doors
and Surrounds

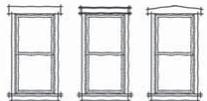


Window
Patterns

Garage
Doors

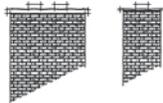
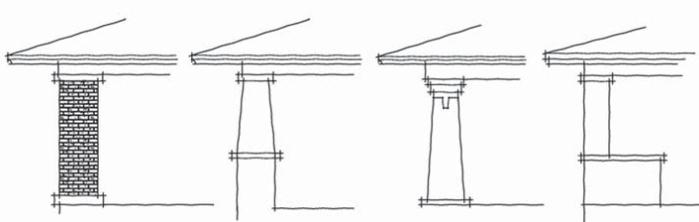


Window
Groupings



Window
Surrounds

Porch
Columns



Chimneys



Chapter 06
Architectural Guidelines

THE PRAIRIE

DETAILS

PICTORIAL EXAMPLES



Massing with Hip Roof Form



Low Walls, Horizontal Banding, and Long Overhang



Massing with Horizontal Banding



Historical Representation



Present Day Interpretation

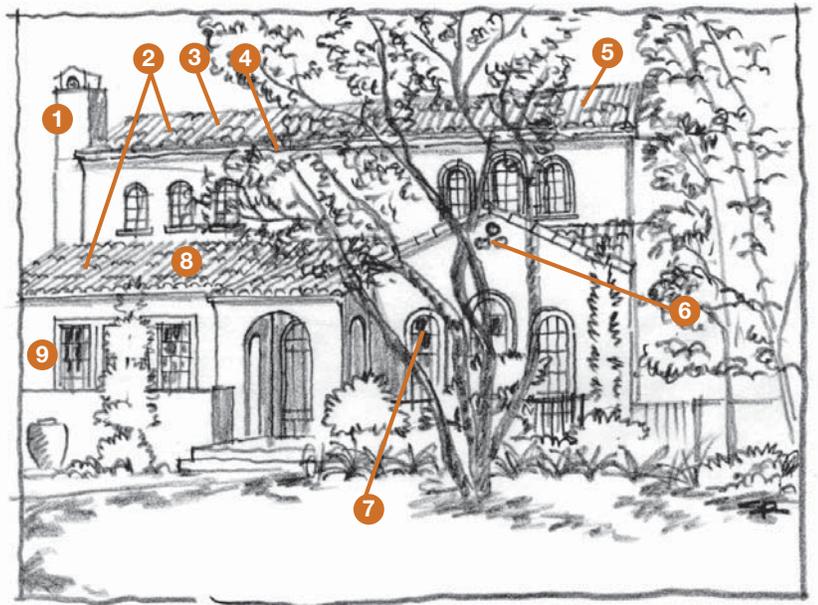
THE SPANISH ECLECTIC

HISTORY AND INTENT

The Spanish Eclectic house in California gained in popularity and sophistication in surface design after the 1915 Panama-California Exposition in San Diego. The Spanish Eclectic house is popular in all Sacramento Park Neighborhoods because of its adaptability of form and casual, playful character. Historic precedence can be drawn from a wide and diverse range of influences; region, chronology, and function (based on urban versus rural examples) all contribute to the evolution of the Spanish Eclectic style. Truly one of the most eclectic architectural styles, the Spanish Eclectic can vary from playful to exotic, bungalow to hacienda.

The Spanish Eclectic style will add to the intrinsic character and rich diversity of the streetscape. Offering an opportunity for bright colors and whimsical forms, the style will add a playful element to the neighborhood.

DISTINCTIVE STYLE ELEMENTS			
1	Chimney with Elaborate Cap	6	Canales at Gable
2	One Story with Stepped Back Second Story	7	Arched Windows Grouped in Threes
3	Side Gabled Form	8	Barrel Tile Roof
4	Tight Overhangs	9	Imperfect Smooth Stucco
5	Low Pitched Roof		





Chapter 06
Architectural Guidelines

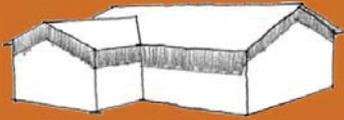
THE SPANISH ECLECTIC

STYLE ELEMENTS	RECOMMENDED ELEMENTS	ENHANCED ELEMENTS ¹
FORM	<ul style="list-style-type: none"> One-, one-and-a-half (with strong one-story element and stepped back second story), or full two-story massing. (The form is not rigidly defined; this style can be applied to a wide variety of asymmetric building mass configurations.) Roof form is predominately pitched, hipped, or gabled, but may also be parapeted. 	<ul style="list-style-type: none"> Massive chimney with buttressed form and elaborate cap with arched openings and small tiled roof. Massive battered (tapered) chimney with finial chimney cap. Recessed arcade along front elevation. Arcaded wing wall. Balconies.
ROOF	<ul style="list-style-type: none"> Low pitched roof (3:12 to 5:12). Simple flat, hip, or gable roof with one intersecting gable roof. Overhangs are typically tight, but can be up to 18". Fascia is either tight to the building (6" max) or nonexistent with rake tile providing the transition from wall to roof. Flat concrete tiles. Exposed rafter tails. 	<ul style="list-style-type: none"> Barrel or S-shaped concrete tiles.
WALLS	<ul style="list-style-type: none"> Smooth or imperfect smooth stucco. 	
WINDOWS & DOORS	<ul style="list-style-type: none"> Feature recessed arched picture window or three grouped arched windows. Vertical multi-paned windows or inserts at front elevations. Window head and jamb trim is absent. Modest (4" max) window sill trim. 	<ul style="list-style-type: none"> Accent beveled glass recessed window. Single or grouped arched windows. Decorative precast concrete door and window surrounds. Heavy wood head trim at windows. Thickened walls.
DETAILS	<ul style="list-style-type: none"> Shaped rafter tails at feature areas. Masonry vents. Canales. 	<ul style="list-style-type: none"> Shaped rafter rails throughout. Wrought iron balconies and accent details. Arched stucco column porches. Vibrant and colorful glazed Spanish tile accents.

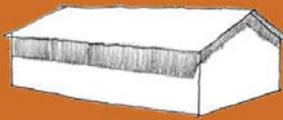
¹ Minimum three enhanced elements per house are required.

THE SPANISH ECLECTIC

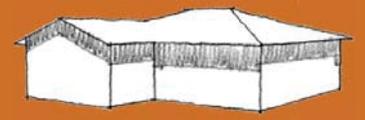
CROSS
GABLE



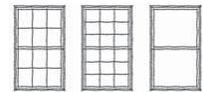
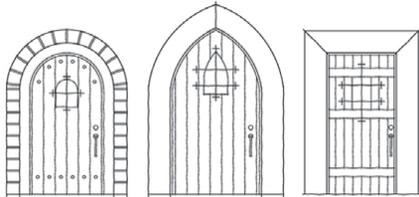
SIDE
GABLE



COMBINED HIP
AND GABLE

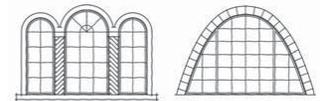
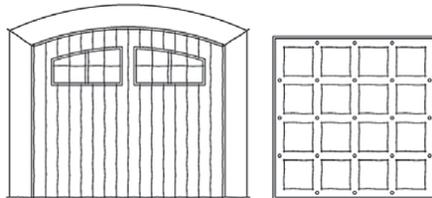


Entry Doors
and Surrounds



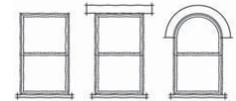
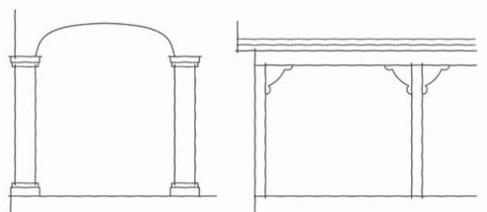
Window
Patterns

Garage
Doors

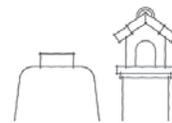


Window
Groupings

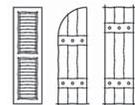
Porch
Columns



Window
Surrounds



Chimneys



Shutters



Chapter 06
Architectural Guidelines

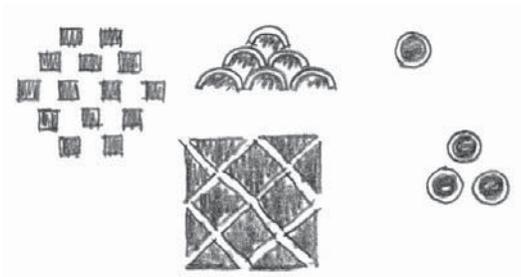
THE SPANISH ECLECTIC

DETAILS

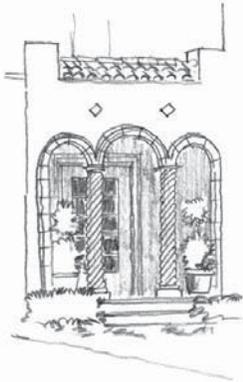
PICTORIAL EXAMPLES



Arches and Chimney Elaboration



Decorative Vents



Deep Recessed Entry



Historical Representation



Present Day Interpretation

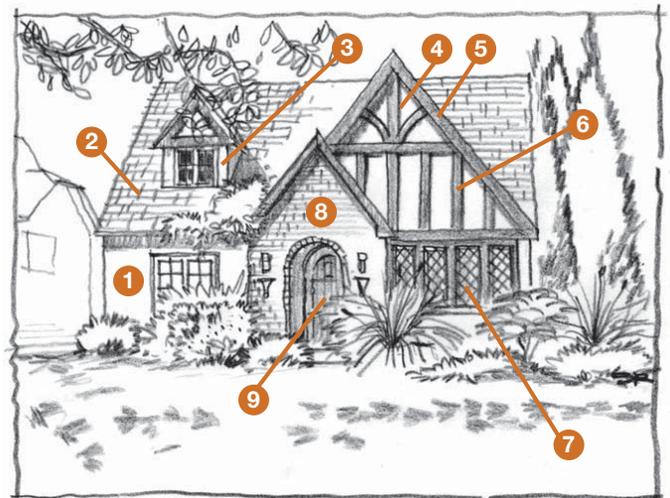
THE TUDOR REVIVAL

HISTORY AND INTENT

The Tudor Revival house was the most common design built in Sacramento during the 1920's and 1930's. The Tudor typically has a steeply pitched roof, with the principal roof being side gabled, and multiple asymmetric cross gables. The homes have applied half-timbering, many with face brick, and rarely with stone in Sacramento. Brick facing on Sacramento's Tudor homes is sometimes applied with contrasting dark colored bricks, painted brick, clinker bricks, and occasionally applied in a decorative pattern. Gabled dormers are common, with only modest eave extension. Windows tend to be vertically oriented, often with casements, and often with square gridded or diamond-pane leaded muntins. Tudor houses generally have prominent chimneys. Occasionally, Sacramento's Tudor houses have rolled roof edges that mimic thatched forms.

Incorporation of the Tudor Revival style will provide an opportunity to create picturesque cottages on smaller lots as well as stately manors on larger lots within the community.

DISTINCTIVE STYLE ELEMENTS			
1	Smooth Stucco	6	Decorative Half-Timbering
2	Steeply Pitched Main Roof	7	Diamond Grid Windows
3	Dormer	8	Brick at Entry or Dominant Element
4	Dominant Steeply Pitched Facade Element	9	Deeply Recessed Entry
5	Asymmetrical One-and-a-Half Story		





Chapter 06
Architectural Guidelines

THE TUDOR REVIVAL

STYLE ELEMENTS	RECOMMENDED ELEMENTS	ENHANCED ELEMENTS ¹
FORM	<ul style="list-style-type: none"> Asymmetrical, one-and-a-half to two stories, commonly with upper rooms in the roof. Facade dominated by one prominent steeply pitched side-gabled roof, with multiple asymmetric steeply pitched cross gables. Visible chimney as component of roof design. 	<ul style="list-style-type: none"> Small entry porch. Side porches. Dormer windows at upper floor. Massive chimney as a significant form element.
ROOF	<ul style="list-style-type: none"> Steeply pitched roof, with cascading cross gables. 10:12 to 14:12 roof pitch. (8:12 pitch is acceptable on secondary roof forms.) Modest eave overhangs (12" max) and tight gable overhangs (6" max). Concrete shingles that are flat to resemble slate or thatch. 	<ul style="list-style-type: none"> Composition roofing materials rolled around eaves and rakes to suggest a thatched roof.
WALLS	<ul style="list-style-type: none"> Smooth or imperfect smooth stucco wall cladding to appear as masonry. Decorative half-timbering. 	<ul style="list-style-type: none"> Brick wall cladding (can be painted). Brick first-story walls with stone, stucco, or wooden claddings on principal gables or upper stories. Stone wall cladding as principal wall material with brick, stucco, or wooden trim. (Half-timbering is also common with this application.)
WINDOWS & DOORS	<ul style="list-style-type: none"> Tall, narrow windows, usually in multiple groups of three or more, commonly located on or below the main gable on one- or two-story bays. At least one diamond pane focal window. Divided light windows. Simple round-arched doorways with arched board-and-batten doors. 	<ul style="list-style-type: none"> Window casements of wood or metal. Casement windows with diamond panes. Renaissance detailing at doorways, such as small tabs of cut stone projecting into surrounding brickwork, giving a quoin-like effect. Tudor arches at door surrounds or entry porches. Small transoms above the main windows.
DETAILS	<ul style="list-style-type: none"> Decorative half-timbering. Use of a variety of wall materials is common, both for different vertical units and for different stories. 	<ul style="list-style-type: none"> Application of half-timbering elements depicting the structural composition of true post and beam construction. Massive stone or brick chimney. Chimneys crowned by decorative chimney pots. Patterned brickwork or stonework.

¹ Minimum three enhanced elements per house are required.

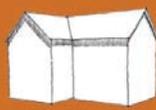


THE TUDOR REVIVAL

ASYMMETRICAL
HIP



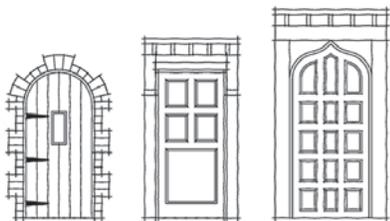
CROSS
GABLE



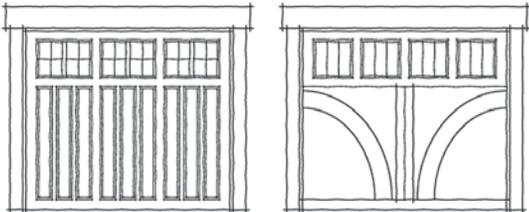
CENTER
GABLE



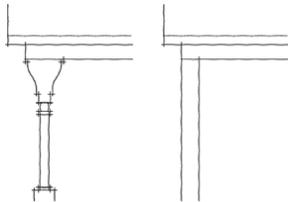
Entry Doors
and Surrounds



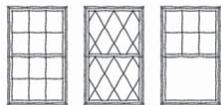
Garage
Doors



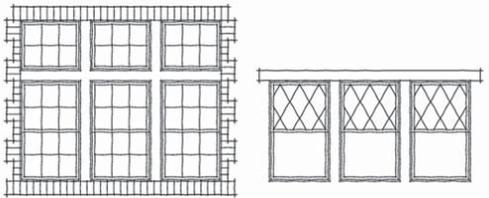
Porch
Columns



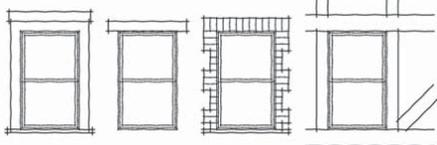
Window
Patterns



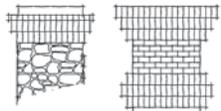
Window
Groupings



Window
Surrounds



Chimneys





Chapter 06
Architectural Guidelines

THE TUDOR REVIVAL

DETAILS

PICTORIAL EXAMPLES



Brick Deep Recessed Entry



Decorative Half-Timbering



Historical Representation



Stone/Brick Raised Entry



Present Day Interpretation



Multifamily Interpretation

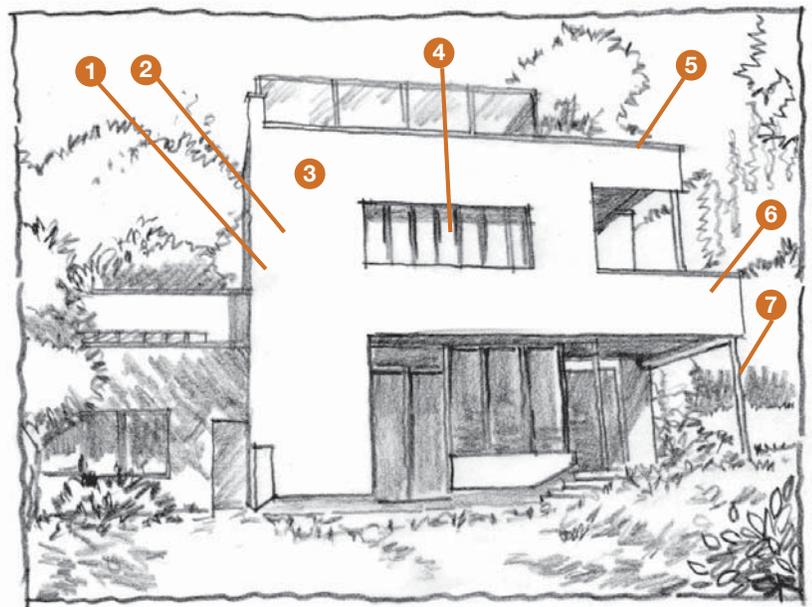
THE INTERNATIONAL

HISTORY AND INTENT

The International style was the predominant of the Modernist styles in Sacramento. The International home is focused on geometry, based solely on form, proportion, and composition. The potential for mass appeal and mass production was inherent to the style; it represents everything that the Arts and Crafts movement did not. The International style has a flat roof, usually without coping at the roofline. Smooth, unornamented wall surfaces with no decorative detailing at doors or windows and an asymmetrical facade distinguish this modernistic style. In high-style International style houses, long ribbons of windows are common, sometimes wrapping around building corners. Large, floor-to-ceiling plate glass windows are also used. Cantilevered projections are favored, with sections of roof, balcony, or second stories dramatically jutting over the wall below.

The primary intent of the International style is to enhance the eclectic mix of architecture that comprises traditional Sacramento Park Neighborhoods.

DISTINCTIVE STYLE ELEMENTS	
1	Composition Defines Form
2	Asymmetrical Form
3	Smooth Stucco Finish
4	Ribbon of Windows
5	Flat Roof
6	Cantilevered Recessed Areas
7	Plain Round Supports





Chapter 06
Architectural Guidelines

THE INTERNATIONAL

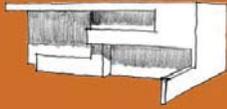
STYLE ELEMENTS	RECOMMENDED ELEMENTS	ENHANCED ELEMENTS ¹
FORM	<ul style="list-style-type: none"> Composition of wall massings and voids, cantilevered roof planes, and large expanses of glass that define the form. Asymmetrical facade. 	<ul style="list-style-type: none"> Sections of roof, balcony, or second stories dramatically cantilevered over the wall below.
ROOF	<ul style="list-style-type: none"> Flat roof, usually without coping at the roofline. Multiple roof levels in two-story applications. 	<ul style="list-style-type: none"> Areas of wide, boxed overhangs intersecting walls below the roofline. Projecting cantilevered roof elements.
WALLS	<ul style="list-style-type: none"> Smooth, unornamented wall surfaces with no decorative detailing at doors or windows. Smooth stucco finish. 	<ul style="list-style-type: none"> Smooth board walls. Smooth brick walls.
WINDOWS & DOORS	<ul style="list-style-type: none"> Windows set flush with the outer wall. Large window assemblies including fixed and operable sections. Long ribbons of windows. Front door not accentuated. 	<ul style="list-style-type: none"> Windows wrapping around building corners. Large, floor-to-ceiling plate glass windows. High, clerestory ribbon windows.
DETAILS	<ul style="list-style-type: none"> Plain round supports for porches or portions of house. 	<ul style="list-style-type: none"> Cylindrical forms.

¹ Minimum three enhanced elements per house are required.

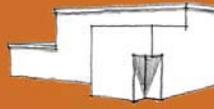


THE INTERNATIONAL

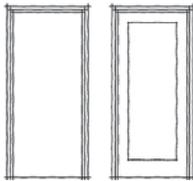
CANTILEVERED



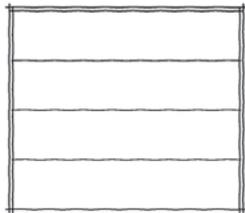
FLAT ROOF



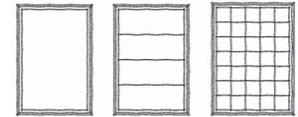
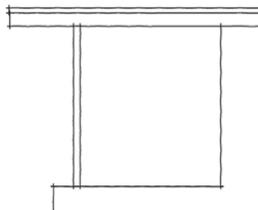
Entry Doors
and Surrounds



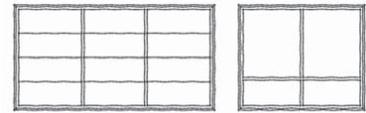
Garage
Doors



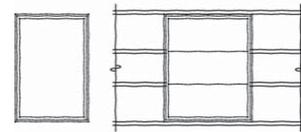
Porch
Columns



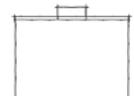
Window
Patterns



Window
Groupings



Window
Surrounds



Chimneys

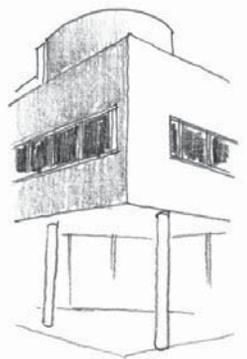


Chapter 06
Architectural Guidelines

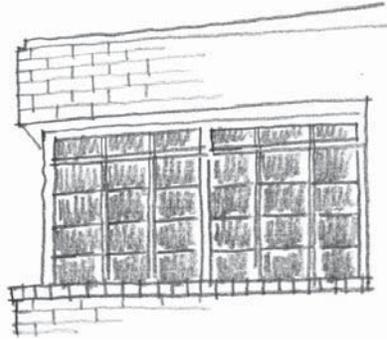
THE INTERNATIONAL

DETAILS

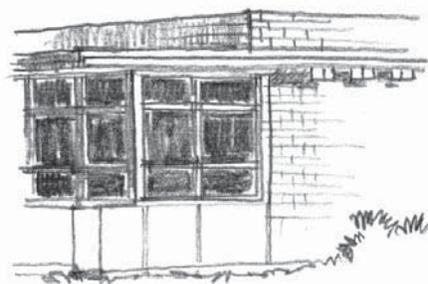
PICTORIAL EXAMPLES



Massing/Supported
Corner



Corner Window



Cantilevered Roof with Corner Window



Historical Representation



Present Day Interpretation

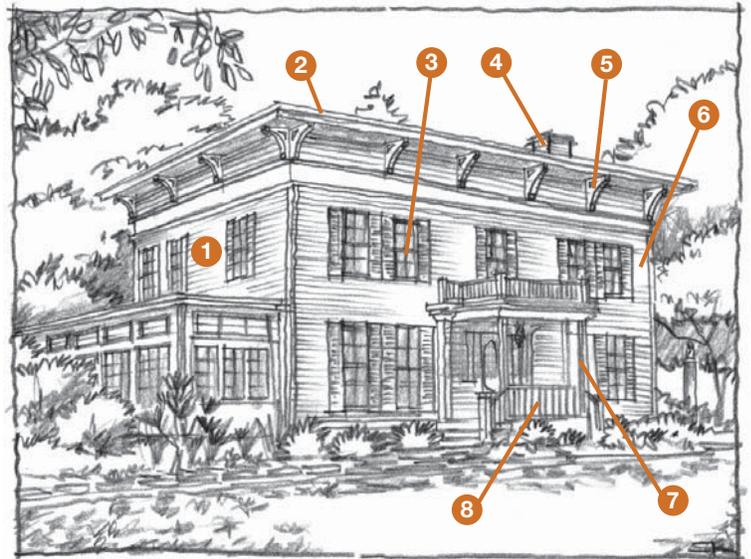
THE ITALIANATE

HISTORY AND INTENT

Italianate houses built in the United States generally followed the informal rural styles of the picturesque movement. The style was most popular from 1855 to 1880, with Sacramento examples being built by the founders of the city. Examples range from high-style ornately detailed mansions to simple, elegant, and refined versions, both single family and townhomes.

The Italianate embodies the simple, elegant, and refined homes of early Sacramento. These homes bring a sophisticated and formal atmosphere to the neighborhood streetscape, presenting juxtaposition between more playful styles such as the Spanish Eclectic.

DISTINCTIVE STYLE ELEMENTS			
1	Tightly Spaced Horizontal Siding	5	Decorative Cornice with Brackets
2	Low Pitched Hipped Main Roof	6	Two-Story Formal Massing
3	Tall Narrow Windows in Pairs	7	Slender, Square Porch Columns
4	Brick Chimney	8	Entry Porch





Chapter 06
Architectural Guidelines

THE ITALIANATE

STYLE ELEMENTS	RECOMMENDED ELEMENTS	ENHANCED ELEMENTS ¹
FORM	<ul style="list-style-type: none"> Formal massing, whether asymmetrical or symmetrical, generally in two or three stories. Hipped roof is the dominant form. Single-story porches with slender square or round columns. 	<ul style="list-style-type: none"> L-shaped plan form with an engaged tower. Porches that wrap corners.
ROOF	<ul style="list-style-type: none"> Low pitched hip roofs up to 4:12. Decorative cornice with brackets under wide overhanging eaves (18" min). Overhang size is predicated by cornice and bracket design and must be proportional in scale. 	<ul style="list-style-type: none"> Soffitted eaves with enhanced frieze detailing. Cupola.
WALLS	<ul style="list-style-type: none"> Generally tightly spaced (4"-6") horizontal siding. Smooth stucco can also be used. Tightly spaced horizontal siding or brick as accent materials. 	<ul style="list-style-type: none"> Brick or masonry wall cladding. Balcony projections on upper floors.
WINDOWS & DOORS	<ul style="list-style-type: none"> Tall narrow rectangular windows. Single-hung pedimented windows with window crowns. Paired or tripled windows are common. 	<ul style="list-style-type: none"> More elaborate built-up window trims. Bay windows. Paired or single doors with glazing and elaborate trims or pediments. Windows may be flattened arch, segmented, or full arch.
DETAILS	<ul style="list-style-type: none"> Repeated corbels and brackets. Symmetrical arrangement of details. 	<ul style="list-style-type: none"> Large eave brackets arranged in pairs on a deep trim band elaborated with panels or moldings. Louvered or paneled shutters. (Each shutter must be sized to one-half of entire adjacent window width.)

¹ Minimum three enhanced elements per house are required.



THE ITALIANATE

FORWARD
GABLE



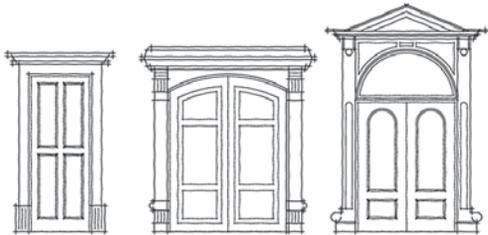
SIMPLE
HIP



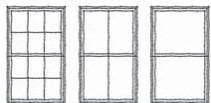
CENTER
GABLE



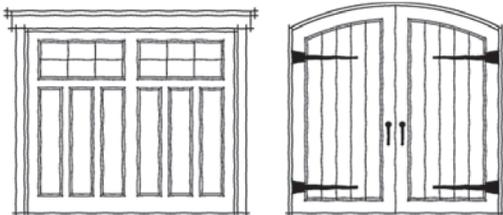
Entry Doors
and Surrounds



Window
Patterns



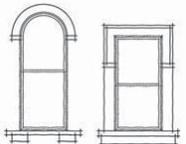
Garage
Doors



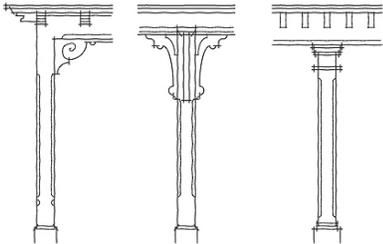
Window
Groupings



Window
Surrounds



Porch
Columns



Chimneys



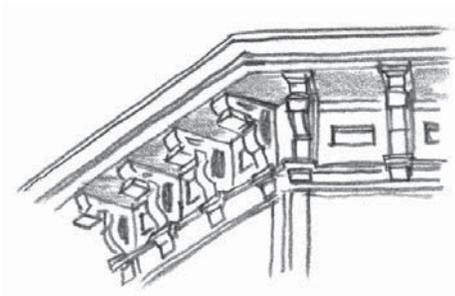


Chapter 06
Architectural Guidelines

THE ITALIANATE

DETAILS

PICTORIAL EXAMPLES



Eave Brackets



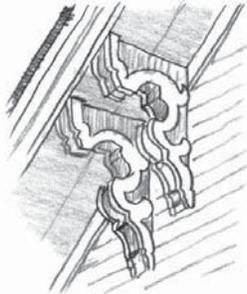
Historical Representation



Present Day Interpretation



Entry



Gable Brackets



Multi-Family Interpretation

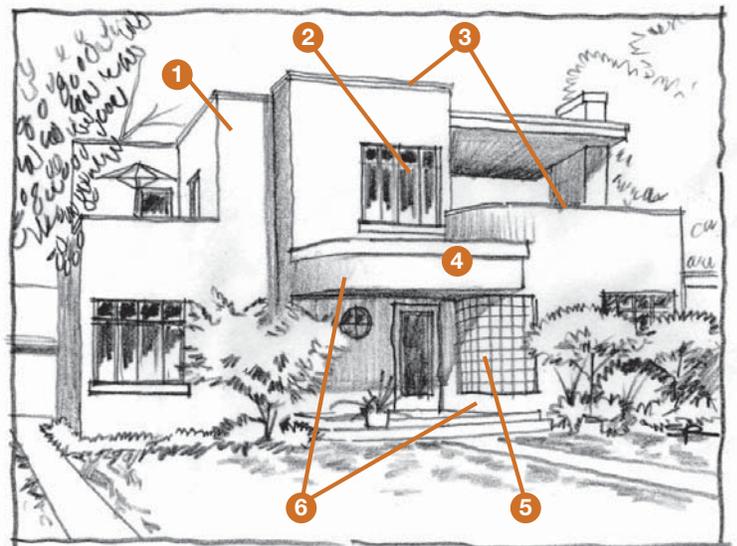
THE MODERNE

HISTORY AND INTENT

The Modernistic styles that came of age in the 1930's are rare to Sacramento. Smaller cottage forms occasionally reveal the influence of the "Streamline" style, which gives the feeling that airstreams could move smoothly over the structure's smooth surface, curved corners, and horizontal emphasis. Moderne examples in Sacramento have rounded corner walls and glass block, and small round windows are common. All of the building's features, including horizontal grooves or lines in the walls and horizontal balustrade elements, give a streamlined emphasis. The facade is usually asymmetrical in design and windows are frequently continuous around corners. Glass blocks are not only used in windows, but also as entire sections of wall.

The Moderne style is intended to emphasize the eclectic and distinctive nature of the community.

DISTINCTIVE STYLE ELEMENTS	
1	Asymmetrical Form
2	Continuous Windows at Corners
3	Flat Roof and Roof Decks
4	Cantilevered Entry Canopy
5	Glass Block as Accent
6	Curvilinear Form





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Architectural Guidelines

THE MODERNE

STYLE ELEMENTS	RECOMMENDED ELEMENTS	ENHANCED ELEMENTS ¹
FORM	<ul style="list-style-type: none"> Asymmetrical facade based on a composition of solids and voids. 	<ul style="list-style-type: none"> One or more corners of the building curved.
ROOF	<ul style="list-style-type: none"> Flat roof, usually with small ledge (coping) at the roofline. 	
WALLS	<ul style="list-style-type: none"> Smooth wall surface, usually of stucco. 	<ul style="list-style-type: none"> Horizontal grooves or lines in walls and horizontal balustrade elements to give a horizontal emphasis.
WINDOWS & DOORS	<ul style="list-style-type: none"> Windows continuous around corners. Glass blocks used in accent windows. 	<ul style="list-style-type: none"> Glass blocks used as entire sections of wall. Small round windows. Windows that curve along with curved building corners.
DETAILS	<ul style="list-style-type: none"> Delicate steel columns as porch supports (where applicable). Pipe railing where used. Cornice details, usually of metal, at roofline or floating above entries. Trim used to accentuate the forms and emphasize the geometry of the design, rather than to decorate windows and doors. 	<ul style="list-style-type: none"> Curvilinear forms. Floating entry canopies.

¹ Minimum three enhanced elements per house are required.



THE MODERNE

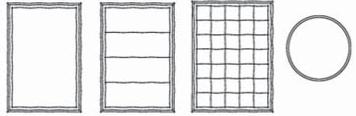
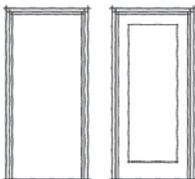
ART
MODERNE



MODERNE

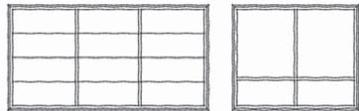
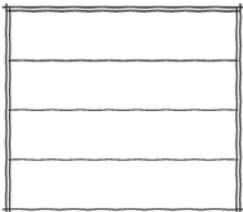


Entry Doors
and Surrounds



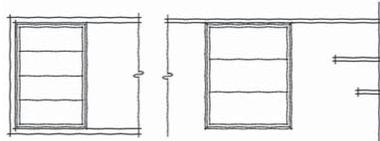
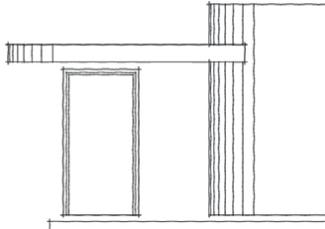
Window
Patterns

Garage
Doors

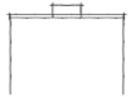


Window
Groupings

Porch
Columns



Window
Surrounds



Chimneys

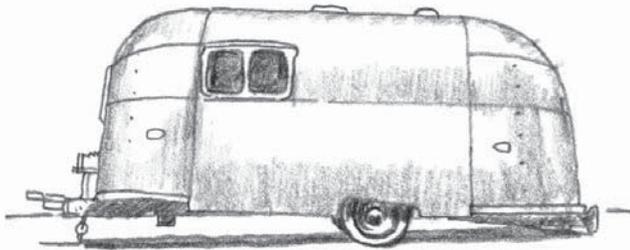


Chapter 06
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THE MODERNE

DETAILS

PICTORIAL EXAMPLES



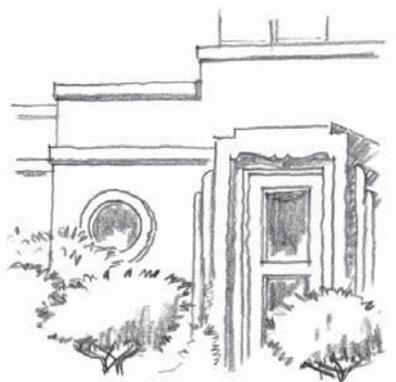
Moderne Design Aesthetic



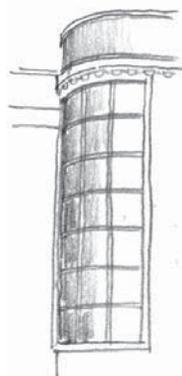
Historical Representation



Multifamily Interpretation



Round Window, Elaborated Entry, and
Decorative Banding



Rounded Corner
Glass



Present Day Interpretation

CHAPTER 7: COMMERCIAL CENTERS

7.1 INTRODUCTION

This chapter establishes the development standards, design guidelines, and architectural guidelines for commercial development within the Plan Area. The provision of commercial uses within the project supports the guiding principles of these PUD Guidelines by providing a mixture of uses to create community, promote sustainable practices, and reduce reliance on the automobile. A reduction in vehicular trips and associated reduction in VMT in turn contributes to the overall wellness of the community and larger region by reducing or eliminating travel times, encouraging alternative modes of travel to purchase goods and services, and improving air quality.

As illustrated by Figure 7-1, commercial development will occur at two locations within the Plan Area. The Community Commercial Center is located at the southwest corner of Jackson Highway and South Watt Avenue, while the Four Corners Village Center is located along the intersection of Rock Creek Parkway and Aspen Promenade within the heart of the community. Both commercial centers have been located along major roadways, with higher density residential as an integrated land use. In addition, as described



Figure 7-1: Commercial Locations



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Commercial Centers



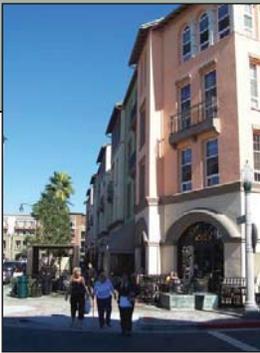
in greater detail in Chapter 5 of these Guidelines, transit service, trails, and shortcuts link these commercial centers to residential land uses in order to simplify access and further support the success of these commercial areas.

7.2 COMMERCIAL FRAMEWORK

7.2.1 COMMUNITY COMMERCIAL CENTER

The Community Commercial Center is located in the northeast corner of the Plan Area and is bounded on the north by Jackson Highway and on the east by South Watt Avenue. This location provides tremendous visibility and accessibility from adjacent roadways and major transit lines planned along both corridors. The internal circulation system of the Plan Area has been configured to facilitate access to and from commercial uses within the community.

The Community Commercial Center is intended to be grocer-anchored with various commercial/retail uses to meet the daily shopping and service needs of the community, while providing opportunities for mixed-use residential housing types as well. The proposed mixed-use nature of the site is intended to have second floor residential units over in-line commercial shops or live/work loft units facing the ring road. The inclusion of residential along the ring road can help enliven the Commercial Center and promote eyes on the street while providing for a smooth transition to residential uses along the ring road.



7.2.2 FOUR CORNERS COMMERCIAL

Commercial uses are intended to enliven and augment the land uses located within the Four Corners Village Center District. As described in Section 2.3.2 of these Guidelines, this central district has been designed to provide a lively combination of mixed-uses, neighborhood-oriented services, recreational areas, and the Urban Farm in order to support transit and foster community interaction.

This district is intended to provide a complementary mixture of high-density residential along with neighborhood-serving commercial, office, and personal service uses. Residential mixed-use may be either vertically or horizontally related (or a combination of both), and could include multi-family residential uses with ground floor retail and/or commercial uses on key corners or prominent locations on the site. This designation may also include live/work lofts with ground floor small-scale office and service uses that accommodate small business users and entrepreneurs.



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7.3 DEVELOPMENT STANDARDS

7.3.1 PERMITTED USES

Permitted uses within the Community Commercial Center are as shown for the SC-SPD-PUD zone in the adopted New Brighton SPD Ordinance.

7.3.2 COMMUNITY COMMERCIAL CENTER HEIGHT AND AREA REGULATIONS

7.3.2 COMMUNITY COMMERCIAL CENTER HEIGHT AND AREA REGULATIONS						
Lot Characteristics	Minimum Lot Area	No Req.	Maximum Building Height		45' / 3 Stories	
	Floor Area Ratio	.20-2.0		Parking Requirements ³	Section 17.608	
Principal Building Setbacks (Min.) ⁷	Jackson Highway and South Watt Avenue	20'		Site Characteristics	Landscape Coverage ⁴	No Requirement
	Other Public Streets	10'			Landscape	Chapter 4 ⁵
	Internal Drives and Parking Areas	5'			Fences and Walls	Chapter 4 ⁵
	Interior Side/Rear (to Property Line) ¹	0'			Paving and Hardscape	Chapter 4 ⁵
Encroachments	Outdoor Seating Areas ²	0'	Lighting		Chapter 4 ⁵	
			Site Furniture		Chapter 4 ⁵	
			Parking Lot Landscaping		Chapter 4 ⁵	
			Signage		Section 15.148 ⁶	

¹ If abutting a residential property the minimum interior side/rear setback shall be 15'.

² Outdoor seating areas may be located within setback areas but outside of right-of-way.

³ Parking requirements shall conform to Section 17.608 of the City of Sacramento Planning and Development Code.

⁴ Landscape areas may include outdoor public spaces. Shade coverage requirements differ, please see City of Sacramento Planning and Development Code.

⁵ See Chapter 4 of these PUD Guidelines.

⁶ Project signage shall conform to the City of Sacramento City Code (Title 15).

⁷ All setbacks are measured from back of walk unless otherwise specified.



7.3.3 PERMITTED USES

Permitted uses for the Four Corners Village Center District are as shown for the RMX-SPD-PUD Zone in the adopted New Brighton SPD Ordinance.

Notes:

- 1 Mixed-use buildings are designed to a more pedestrian scale and may contain uses not typical to traditional commercial design. To this end, varying setbacks are encouraged to provide features such as courtyards, outdoor dining, and gathering spaces. See Chapter 4 of these PUD Guidelines.
- 2 All setbacks are minimum unless otherwise specified and apply to the entire building.
- 3 Landscape lighting and tower elements or other features may project higher than the maximum height by up to 10 feet, but for no more than 30 percent of any building frontage.
- 4 See Chapter 4: Landscape Design for landscape and lighting requirements.

7.3.4 FOUR CORNERS VILLAGE CENTER DISTRICT HEIGHT AND AREA REGULATIONS		
Basic Criteria ¹		
Average Density (Net)	30 Units per Acre	
Minimum Open Space per Unit	75 Square Feet for Patios or Balconies	
Setbacks ²		
Minimum to Public Street or Property Line (Back of walk)	One-Story	10'
	Two-Story	10'
	Three-Story	10'
Minimum to Interior Street/Private Drive	One-Story	5'
	Two-Story	5'
	Three-Story	5'
Minimum Building to Building	One-Story	10'
	Two-Story	15'
	Three-Story	20'
Garage Setback from Public Street	18'	
Maximum Building Height	45' ³ or three-story. This dimension includes the height of the building from finished grade to top of ridge for sloped roofs.	
Site Characteristics		
Minimum Parking	Per City of Sacramento Planning and Development Code	



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7.4 SITE DESIGN GUIDELINES

The creation of successful commercial areas is dependent upon crafting a mixture of unique tenants, memorable architectural styles, safe and easy access, and engaging activity areas which offer an opportunity to rest, gather, and socialize. If executed correctly, successful commercial areas can enliven a community and provide a focal point for its residents to enjoy.

The following design guidelines have been prepared to guide development of commercial locations within the Plan Area. They are derived from an evaluation of the best practices of several of the most successful neighborhood and community commercial areas across the nation. When utilized in conjunction with the Development Standards in Section 7.3 and the Architectural Guidelines in Section 7.5, they provide the framework for establishing the commercial areas as desirable destinations for residents and visitors.

7.4.1 BUILDING FORM AND ORIENTATION

- Buildings within the Community Commercial Center shall be oriented to reinforce a strong street edge while allowing for easy access to the interior of the commercial center.
- Buildings shall be designed to be highly visible from Jackson Highway and South Watt Avenue while providing easy access to and from these roadways.
- Buildings along the ring road (Sheet 31 on Tentative Map) shall address the roadway with building entries and facade articulation in order to avoid expanses of blank walls.
- Buildings shall have prominent entryways, windows, and arcades along plazas and high-traffic pedestrian areas to encourage pedestrian activity. Secondary facades and public entries should be located adjacent to the interior parking area.
- Buildings shall be clustered to create a concentrated, positive outdoor setting and should frame pedestrian spaces with their architectural form and massing.
- Buildings shall be designed to address transit stop locations and provide views and access.
- Primary facades of buildings along the exterior of the site shall be oriented to the street edge, whereas primary facades of buildings in the interior of the site should be oriented toward parking areas. Attractive facades and secondary entries, where appropriate, should



also be provided on the street side and wherever visible by the public to create visual appeal and facilitate pedestrian access.

- Buildings at corner locations shall have corner architectural treatments such as chamfered entryways, variations in building height, towers, or other architectural features that serve as landmarks.
- Large residential buildings adjacent to the street shall be designed with varied setbacks to avoid long, monotonous, featureless walls, and provide interest along the streetscape.
- Tenant spaces should be clearly identifiable and may utilize any number of techniques including:
 - Alternating building or roof heights between tenants.
 - Varying building facades through the use of color and material treatments, recessed entrances, and varying landscape and pedestrian areas.
 - Incorporating roof overhangs, window boxes, or arcades.
 - Building pilasters, columns, or piers between building bays.

7.4.2 CIRCULATION AND PARKING

Commercial areas will be designed to accommodate vehicular traffic in parking areas at the front of large-scale commercial buildings, with additional circulation routes that will accommodate pedestrians and bicyclists. An emphasis will be placed upon pedestrian connections to and from transit stops and adjacent residential areas.

- Overall site design shall use pedestrian circulation and activity as a primary organizing feature.
- Vehicular and pedestrian circulation from within the Plan Area shall be facilitated by a roadway connection to Rock Creek Parkway.
- Pedestrian connections shall be provided to Aspen Promenade, adjacent multi-family residential areas, and transit stops along Jackson Highway and South Watt Avenue.
- Major pedestrian access routes through large parking fields should be emphasized and clearly designated. This may be accomplished through a variety of means including, but not limited to, change of paving material and/or color, landscaping, and the use of special signage and lighting.



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- The interior of the commercial center shall be configured to provide an internal open space and courtyard area that aligns and/or links to the Aspen Promenade Mini-Park.

- Bicycle routes through commercial areas should be clearly marked with pavement striping and signage.
- Bicycle parking should be provided at all anchor stores and equally distributed along anchor tenant storefronts. Bicycle parking should be easily visible from store entries, windows, and security locations.
- Transit stops should include amenities to encourage transit use including shelters, benches, lighting, and waste receptacles.
- Community information boards, or kiosks, providing information about transit, ride sharing, recreational opportunities, neighborhood events, etc., should be provided at high-traffic areas and in main gathering places within commercial areas.

7.4.3 LOADING AND SERVICE AREAS

Loading and service areas should be placed at the rear and/or side of commercial buildings, depending upon the design of the commercial site. Service and loading areas should be designed to minimize conflicts with vehicle and pedestrian routes. Functional service areas and prominent commercial entries of buildings should receive focused design attention and consideration and should be carefully located and well screened to reduce noise and view of loading areas.

- Loading space, trash, and recycling areas should not encroach into the public right-of-way or setback areas.
- Loading and trash areas should be located to minimize their visual impact on the community, either behind or at the side of buildings, and away from public and residential areas.
- Siting considerations should be given to the location of mixed-use residential and loading and service areas in order to minimize compatibility issues.

- Trash and recycling areas should be located adjacent to one another where possible.
- Loading space, trash, and recycling areas should be screened from public view by landscaping, decorative walls, or other means. Walls, if used, should be a minimum of 6' in height and should be constructed of a solid masonry material with a decorative exterior surface similar to that used on the primary buildings.
- Loading space, trash, and recycling areas should be well lit to promote safety and discourage loitering in these areas.
- A concrete apron should be constructed in front of each trash and recycling enclosure to facilitate pickup and protect adjacent asphalt.
- Service and loading areas should be designed to minimize conflicts with vehicles and pedestrians. Service areas should be screened from public view adjacent to residential land uses and public streets.

7.4.4 MIXED-USE ELEMENTS

Mixed-use projects will incorporate a variety of integrated architecture and planning elements to create an eclectic, vibrant, interactive area that draws not only the residents of the Plan Area, but also provides a destination for residents of surrounding neighborhoods as well.

- Plazas shall be integrated into building design and placed to allow for outdoor seating adjacent to cafés and restaurants.
- Judicious use of canopies and awnings is encouraged.
- Windows should be incorporated at the pedestrian level to promote a welcoming atmosphere.
- Access to units must be dedicated and separate from commercial/office uses (e.g., a single consolidated lobby entry or individual entry doors) with the exception of live-work units.
- The use of balconies and rooftop open space is encouraged.



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COMMERCIAL ARCHITECTURAL GUIDELINES

7.5 ARCHITECTURAL GUIDELINES

The commercial areas within the Plan Area provide an opportunity for a distinctive architectural palette consistent with the commercial architecture found in historic areas of Sacramento, including the Park Neighborhoods, Old Sacramento, downtown, and the farms that were prevalent in the area.

This section defines the recommended architectural styles for the commercial areas of the Plan Area and describes the key elements of each style. Variations in architectural style may be permitted, subject to review and approval by the Developer’s Design Review Board. The commercial architectural palette includes the following styles:

- Industrial Warehouse
- Art Deco
- Agrarian
- River Delta
- Spanish Eclectic

While these styles are deeply rooted in history, there is room for appropriate levels of abstraction to these traditional commercial styles. The balance between maintaining the historical integrity of an architectural style and imposing a truly abstract interpretation is critical. This optimal balance can be achieved by simply updating the style with modern materials while maintaining the form. The building should still convey the root style, but the materials offer the opportunity to abstract the essence of the style while



creating a contemporary interpretation. The end result should be an eclectic retail and commercial environment that has the appearance of being built-over-time.

7.5.1 INDUSTRIAL WAREHOUSE

With the industrial revolution came the need for buildings to house the associated mass production. Borne of practicality and function, the utilitarian forms and box-like structures were in stark contrast to the Victorian buildings predominant at the time. A lack of detail and ornamentation is indicative of the industrial warehouse style, with the building materials and window form and arrangement serving to define the essence and distinction of the architecture.

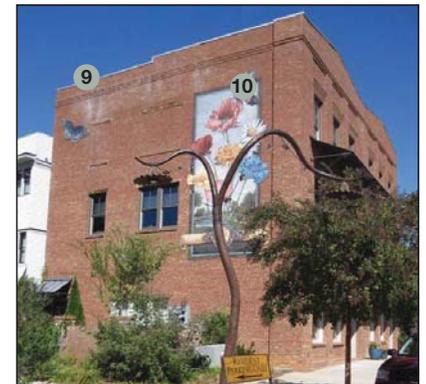
Defining Elements

There are certain key elements and details that are characteristic of the industrial warehouse vernacular to consider when designing this style of building. Table 7-1 details these elements and a



Table 7-1

DEFINING ELEMENTS	
1	Divided Light Windows, Either Square, Rectangular, or Arched
2	Brick as the Primary Wall Material
3	Vertical and Box-Like Form with Minimal Setbacks
4	Horizontal Lines Emphasize the Building Geometry
5	Awnings Can Be Either Traditional or Contemporary
6	Accent Material at Wainscot to Create a Pedestrian Scale
7	Building Articulated with a Regular Pattern of Bays
8	Colored Window Mullions and Door Frames
9	Flat or Low-Pitched Roof with a Parapet Wall, with or without Minimal Vertical Articulation at the Front Facade
10	Signage and Murals Painted Directly on Building Walls





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minimum of five of these defining elements shall be incorporated in Industrial Warehouse style architecture within the Plan Area.

Contemporary Interpretation

The industrial warehouse style lends itself to abstraction through material use and roof form. The basic building form should retain its box-like appearance, but the primary wall material could be metal or a less traditional masonry (such as yellow brick). The roof may take on a barrel form in a standing seam material or corten steel. Window patterns may be abstracted, but must still be ordered. The addition of outdoor space in the form of simple balconies is appropriate on the abstracted warehouse style.

Table 7-2

DEFINING ELEMENTS	
1	Barrel Roof Form in Standing Seam Metal
2	Metal as Primary Wall Material
3	Abstracted Window Patterns
4	Simple Balcony



7.5.2 ART DECO

The Art Deco style is a post-war representation of all things modern, luxurious, and decadent. The style was common in public and commercial buildings in the 1920's and early 1930's and can be seen throughout Sacramento. The style is highly decorative and ornamented, with quintessential patterns such as zigzags, sunbursts, Egyptian motifs, and chevrons.

Defining Elements

Art Deco architecture has specific characteristic patterns, forms, and details that are characteristic of the style and must be considered when designing this style of building. Table 7-3 details these elements, and a minimum of five of these defining elements shall be incorporated in Art Deco style architecture within the Plan Area.



Table 7-3

DEFINING ELEMENTS	
1	Vertical Elements, Which Can Extend Past the Roofline, to Define Building Sections
2	Stepped Cornice Detail
3	Recessed Accent Color and Pattern
4	Vertical Divided Light Windows
5	Tile as a Primary Building Material
6	The Art Deco Color Palette Consists of Cooler and More Metallic Colors
7	Horizontal Banding
8	Accent Patterns, Such as Chevrons
9	Vertical Tower Element
10	Rounded Building Form





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Table 7-4

DEFINING ELEMENTS	
1	Reclaimed Lumber
2	Heavy Beam as Header Element
3	Utilitarian Unornamented Awnings
4	Clerestory Windows
5	Divided Light Windows in Casual Arrangements
6	Rustic Doors with Heavy Forged Hardware
7	Saltbox Form
8	Contemporary Metal Siding
9	Reinterpreted Traditional Barn Form
10	Contemporary Metal Signage
11	Buildings Casually Arranged Around a Common Gathering Space
12	Rich Color Palette
13	Contemporary Awning Interpretation with Standing Signage
14	Low-Pitched Split Contemporary Roof Form
15	Aluminum Window Frames
16	Contemporary Tile as Primary Building Material
17	Poured-in-Place Concrete

7.5.3 AGRARIAN

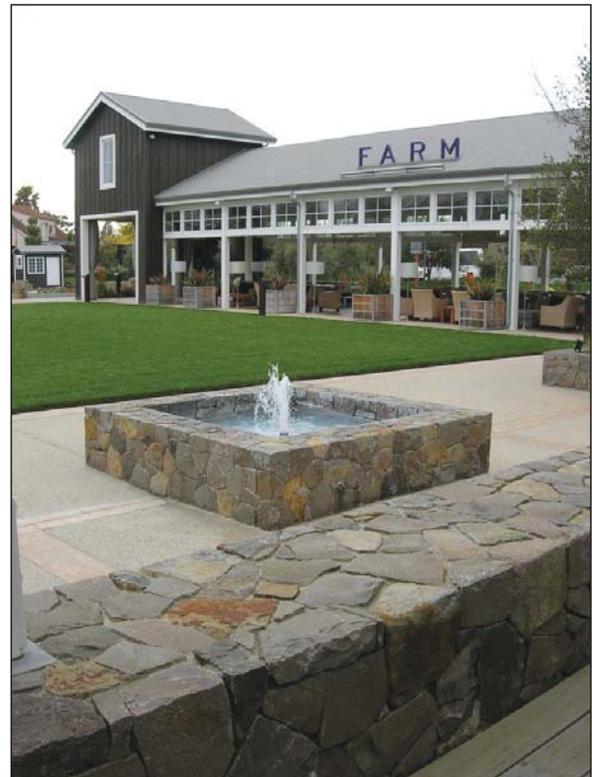
With Sacramento’s history of farmlands and ranches, examples of Agrarian style architecture are frequently found in old farmland areas. Barns, outbuildings, and old farmhouses are prime examples of this architectural vernacular. In addition to traditional interpretations, Agrarian style architecture also lends itself strongly to contemporary reinterpretation of traditional forms and use of innovative materials and applications, and designers are encouraged to explore such interpretations.

Defining Elements

Agrarian architecture has specific forms and details that are characteristic of the style and must be considered when designing Agrarian style buildings. Table 7-4 details these elements, and a minimum of five of these defining elements shall be incorporated in Agrarian style architecture within the Plan Area.

Contemporary Interpretation

The Agrarian style lends itself strongly to interpretation and abstraction, with its utilitarian and casual forms. Traditional rural forms can take on contemporary proportions, with a narrow clerestory or a split roof; wall and roof materials can be re-interpreted by using self-rusting metals (such as corten, or cold-rolled steel) or wood siding with an unexpected exposure (very narrow or very wide); and colors can be abstracted and applied in unique ways, such as vibrant red doors, or entirely monochromatic dark buildings. Signage also presents an opportunity for contemporary abstraction through form, placement, and lighting.





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7.5.4 RIVER DELTA

River cities such as Sacramento have a unique architectural vocabulary along the water. The architecture is casual and focused on the natural outdoor amenity, with large expanses of outdoor gathering spaces to enjoy the surroundings. Elements of the style have a distinctly southern touch and provide an opportunity for a whimsical flare through the use of lighter colors and details.

Defining Elements

River Delta style architecture has specific characteristics that are definitive of the style and must be considered when designing this type of building. Table 7-5 details these elements, and a minimum of five of these defining elements shall be incorporated in River Delta style architecture of the Plan Area.

Table 7-5

DEFINING ELEMENTS	
1	Balconies at Upper Floors
2	Dormer Windows
3	Unique Building Form Consistent with Street Curve
4	Casual Building Form with Wide Overhang
5	Large Awnings to Promote Outdoor Gathering
6	Expansive Balconies and Decks
7	Bermuda Shutters
8	Pastel Tropical Colors Blended with Whitewashed Finishes
9	Vertical Tower Element
10	Rounded Building Form



Contemporary Interpretation

The River Delta style is contextual and largely based on function and lifestyle, making it a highly adaptable style with ample opportunities for unique interpretation. A contemporary River Delta style can be achieved through simplified forms and highly ordered fenestration patterns, along with streamlined outdoor spaces with simple railings and contemporary awning or roof structures. The color palette also provides an opportunity for creating a contemporary twist to the style. The traditional River Delta style can be very vibrant and generous with color application, a contemporary interpretation can utilize more refined color palette with judicious splashes of accent colors in strategic locations, such as entryways or window surrounds.





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7.5.5 SPANISH ECLECTIC

The Spanish Eclectic style is characterized by its asymmetrical and highly adaptable form and a casual, playful character. The style evolved based on region, chronology, and function, and can range from exotic to whimsical. Details are critical to the Spanish Eclectic style, with wood and metal elements throughout.

Defining Elements

The Spanish Eclectic style has specific details, forms, and characteristics that are definitive of the style and must be considered when designing Spanish Eclectic architecture. Table 7-6 details these elements, and a minimum of five of these defining elements shall be incorporated in Spanish Eclectic style architecture of the Plan Area.

Table 7-6

DEFINING ELEMENTS	
1	Flared Wing Walls
2	Recessed Entry Addressing the Corning
3	Arcades along Pedestrian Level
4	S-Tile Roof
5	Arched Windows Grouped in Threes
6	Second-Story Balcony Element with Heavy Wood Supports
7	Tower Element
8	Walled Courtyards

Contemporary Interpretation

Creating an abstracted Spanish Electric is an exercise in simplification and refinement. The contemporary interpretation removes much of the ornamentation of the style, concentrating any decorative elements at high-impact areas. For example, Spanish tiles, a common element of Spanish Eclectic architecture, may be present only at window sills or at stairs,

leaving the remaining wall surface unornamented. The primary wall material is smooth stucco in a very rectilinear form. Colors can range toward a cooler palette rather than the traditional warm tones. Parapet roofs are very appropriate for the contemporary interpretation of this style and can offer opportunities for unique and vibrant outdoor spaces.



GLOSSARY

Term	Definition
<i>Arcade</i>	A series of arches supported on piers or columns.
<i>Architrave</i>	The lowermost division of a classical entablature, resting directly on the column capitals and supporting the frieze.
<i>Articulation</i>	Variation in depth of the building plane, roof line, materials and/or height of a structure that breaks up a plain, monotonous area and creates patterns of light.
<i>Asymmetry</i>	The balanced arrangement of different architectural elements without a common axis.
<i>Balustrade</i>	A railing with supporting balusters.
<i>Batten</i>	A small board or strip of wood used for various purposes, as to cover joints between boards, support shingles or roofing tiles, or provide a base for lathing.
<i>Bargeboard</i>	See vergeboard.
<i>Batter</i>	A backward slope of the face of a wall as it rises.
<i>Bellcast Eave</i>	An eave which flares outwards in a bell shape.
<i>Belt Course</i>	A horizontal course of brick or stone flush with or projecting beyond the face of a building, often molded to mark a division in the wall.
<i>Board and Batten</i>	Siding consisting of wide boards or plywood sheets set vertically with butt joints covered by battens.
<i>Box Cornice</i>	A slightly projecting, hollow cornice of boards and moldings, nailed to rafters and lookouts.
<i>Buttress</i>	An external support built to stabilize a structure by opposing its outward thrusts.
<i>Came</i>	The divider bar used between small pieces of glass to make a larger glazing panel, as in leaded glass.
<i>Canales</i>	A waterspout projecting through, and beyond, the face of a parapet around the roof, used to drain rainwater from a flat roof.
<i>Cantilever</i>	A beam or other rigid structural member extending beyond a fulcrum and supported by a balancing member or a downward force behind the fulcrum.
<i>Capital</i>	The distinctively treated upper end of a column, pillar, or pier, crowning the shaft and taking the weight of the entablature or architrave.



Appendix
Glossary

Term	Definition
<i>Casement Window</i>	A window sash opening on hinges generally attached to the upright side of its frame.
<i>Character</i>	Special physical features of a structure or area that set it apart from its surroundings and contribute to its individuality.
<i>Chimney Termination Cap</i>	A raised cover for a chimney, usually in the form of a slab or cornice.
<i>Clerestory</i>	A portion of an interior rising above adjacent rooftops and having windows admitting daylight to the interior.
<i>Coping</i>	The capping or top course of a wall, sometimes protecting the wall from weather.
<i>Corbel</i>	A brick or stone projecting from within a wall, usually to support weight.
<i>Corner Board</i>	A board against which siding is fitted at the corner of a frame structure.
<i>Cornice</i>	A decorative horizontal member or top course that crowns a wall of architectural composition.
<i>Corona</i>	The projecting, slablike member of a classical cornice, supported by the bed molding and crowned by the cymatium (the crowning member of a classical cornice).
<i>Cupola</i>	A light structure on a roof, serving as a belfry, lantern, or belvedere.
<i>Dentil</i>	Any of a series of closely spaced, small, rectangular blocks forming a molding or projecting beneath the coronas of a cornice.
<i>Design Review</i>	The comprehensive evaluation of a development and its impact on neighboring properties and the community as a whole, from the standpoint of site and landscape design, architecture, materials, color, lights, and signs, in accordance with a set of adopted guidelines and standards.
<i>Divided Light Windows</i>	Windows divided into single panes of glass set into individual frames. This effect can also be achieved through an integrated window grid.
<i>Doric Columns</i>	Columns characterized by heavy fluting columns with plain, saucer-shaped capitals and traditionally with no base in the Grecian version, but with the addition of a base in the Roman version.
<i>Dormer</i>	A projecting structure built out from a sloping roof, usually housing a vertical window or ventilating louver. Dormers can typically have shed or gable roofs.
<i>Dovecote</i>	A birdhouse for pigeons or doves.
<i>Eave</i>	The lower border of a roof that overhangs the wall.

GLOSSARY

Term	Definition
<i>Elliptical Oculus</i>	Egg-shaped window.
<i>Entablature</i>	The horizontal section of a classical order that rests on the columns, usually composed of a cornice, frieze, and architrave.
<i>Eyebrow Dormer</i>	A low dormer having a roof that is an upwardly curving continuation of the main roof plane.
<i>Façade</i>	The exterior face of a building which is given special architectural treatment.
<i>Fascia</i>	Any broad, flat, horizontal surface, as the outer edge of a cornice or roof.
<i>Fenestration</i>	The arrangement, proportioning, and design of windows and doors in a building.
<i>Finial</i>	A relatively small, usually foliated ornament terminating the peak of a spire or pinnacle.
<i>Frieze</i>	A sculptured or richly ornamented band on a building.
<i>Gable</i>	The triangular portion of wall enclosing the end of a pitched roof from cornice or eaves to ridge.
<i>Half-Timber</i>	Battens or grids of boards to express the frame construction beneath.
<i>Knee Brace</i>	A diagonal member for bracing the angle between two joined members, being joined to each partway along its length.
<i>Lap Siding</i>	Siding composed of tapered boards, as clapboards, laid horizontally with the thicker lower edge of each board overlapping the thinner upper edge of the board below it.
<i>Leaded Glass</i>	Glass panels made by combining multiple small pieces of glass, which may be stained, textured, or beveled with cames.
<i>Leader Head</i>	The boxlike head of a downspout connected to a scupper or gutter.
<i>Lentil</i>	A horizontal support above an opening, such as a door or window.
<i>Loggia</i>	A colonnaded or arcaded space within the body of a building but open to the air on one side.
<i>Masonry</i>	Wall construction of materials such as stone, brick, adobe, and concrete.
<i>Masonry Vent</i>	Decorative clay tile gable end vents.
<i>Mass / Massing</i>	The three-dimensional form of a building. Massing often results from the combination of interior space requirements and the exterior architectural features.



Appendix
Glossary

Term	Definition
<i>Mulled Window Groupings</i>	Two or more windows attached together by the manufacturer to form a single unit.
<i>Mullion</i>	A slender vertical member that forms a division between units of a window, door, or screen.
<i>Muntin</i>	An element of a window; a strip separating panes of glass in a sash.
<i>Ogee</i>	A molding or gutter having a profile of a double curve in the shape of an elongated S.
<i>Oriel</i>	A bay window supported from below by corbels or brackets.
<i>Outlooker</i>	A beam extending outward from a main structure to support the projection of a floor or roof.
<i>Palladian Window Arrangements</i>	A window or doorway in the form of a round-headed archway flanked on either side by narrower compartments.
<i>Parapet</i>	The extension of the main walls of a building above roof level.
<i>Pediment</i>	A triangular decorative element above an entry surround, door, or window. A variation on the traditional triangular pediment is the segmental pediment, where the normal angular slop of the raking cornice is replaced by on in the form of a segment of a circle, in the manner of a depressed arch. Both traditional and segmental pediments have "broken" form variations, in which the raking cornice is left open at the apex.
<i>Pergola</i>	A structure of parallel colonnades supporting an open roof of beams and crossing rafters or trelliswork, over which climbing plants are trained to grow.
<i>Pilaster</i>	A shallow rectangular feature projecting from a wall, having a capital and a base and architecturally treated as a column.
<i>Porte-cochère</i>	A covered vehicular passageway leading through a building or screen wall into an interior courtyard.
<i>Purlin</i>	A longitudinal member of a roof frame for supporting common rafters between the ridge and the eaves.
<i>Quoin</i>	An exterior corner of a masonry wall, or one of the stones or bricks forming such an angle, usually differentiated from adjoining surfaces by material, texture, color, size, or projection.
<i>Rafter</i>	Any of a series of small, parallel beams for supporting the sheathing and covering of a pitched roof.
<i>Rafter Tail</i>	The lower, sometimes exposed, end of a rafter that overhangs a wall.

GLOSSARY

Term	Definition
<i>Rain Chain</i>	An alternative to a downspout, typically either a series of metal cups, chained together with a hole in the bottom of each, or chain links that span vertically. Rain water run-off is distributed from a rooftop gutter downward through the rain chain.
<i>Raised Barge</i>	Raised placement of the barge rafter to create a termination edge for roof tile, so as to eliminate rake tile.
<i>Rake</i>	The inclined, usually projecting edge of a sloping roof.
<i>Rake Tile</i>	A roofing tile formed to cover the rake of a sloping roof.
<i>Return, Eave / Cornice / Greek</i>	The continuation of an eave or cornice around the gable end of a house.
<i>Ridge Beam</i>	A beam for supporting the upper ends of rafters at the ridge of a roof.
<i>Roof Bounce</i>	The aesthetically pleasing animated effect achieved by a street scene composed of homes with a variety of roof heights, pitches, and textures. Also referred to as a "Skyline Effect."
<i>Roof, Cross Gable</i>	A roof that has two or more gable rooflines that intersect.
<i>Roof, Flat</i>	A roof that is not pitched and the surface of which is generally parallel to the ground.
<i>Roof, Gable</i>	A roof sloping downward in two parts from a central ridge, so as to form a gable at each end.
<i>Roof, Hip</i>	A roof with sloping ends and sides meeting at an inclined projecting angle.
<i>Roof, Shed</i>	A roof having a single slope.
<i>Sash</i>	The fixed or movable framework of a window or door in which panes of glass are set.
<i>Scupper</i>	The opening in the side of a building, as in a parapet, for draining off rainwater.
<i>Shake</i>	Split wood shingles used as siding and arranged with an irregular bottom course edge.
<i>Shingle Siding</i>	Sawn wood shingles used as siding and arranged with a uniform bottom course edge.
<i>Soffit</i>	The underside of an architectural element, as an arch, beam, cornice, or staircase.
<i>Starter Board</i>	A projecting stringcourse, molding, or ledge placed at the base of a wall material, also referred to as the water table.
<i>Stick Work</i>	See half-timber.



Appendix
Glossary

Term	Definition
<i>Struck Grout Joint</i>	A mortar joint pressed in at the lower edge and sloping in the reverse direction from a weathered joint.
<i>Symmetry</i>	The balanced arrangement of similar elements around a common axis.
<i>Texture</i>	The surface characteristics of the exterior façade of a building created through the use of similar or differing materials and patterns usually expressed in terms of softness, smoothness, or roughness.
<i>Tight Rake</i>	A very narrow rake overhang at the gable end of a house.
<i>Transom</i>	A horizontal crossbar in a window, over a door, or between a door and a window.
<i>Transom Window</i>	A window above the transom of a doorway or other window built on and commonly hinged to a transom.
<i>Trellis</i>	A frame supporting open latticework, used as a screen or support for growing vines or plants.
<i>Tudor Arch</i>	A four-centered arch having an inner pair of curves with a radius much greater than that of the outer pair.
<i>Turret</i>	A small tower forming part of a larger structure; can begin some distance above the ground.
<i>Vergeboard</i>	A board, often carved, attached to the projecting end of a gable roof. Also called a bargeboard, verge rafter, or barge rafter.
<i>Wainscot</i>	A facing of material covering the lower portion of a wall, differing from the upper portion of the wall.
<i>Weather Vane</i>	An instrument attached to an elevated structure which rotates freely to show the direction of the wind. Although partly functional, weather vanes are generally decorative.
<i>Weathered Grout Joint</i>	A mortar joint smoothed by pressing the trowel in at the upper edge of the joint, forming a sloping surface that sheds water readily.

Appendix
PUD Schematic Plan



PUD SCHEMATIC PLAN



RESOLUTION NO.

Adopted by the Sacramento City Council

AMENDING THE CITY'S BIKEWAY MASTER PLAN TO INCORPORATE THE BIKEWAY NETWORK FOR THE ASPEN 1 PROJECT (P09-038)

BACKGROUND

- A. On July 16, 2015 the City Planning and Design Commission held a public hearing in accordance with Government Code Section 65355 on the Aspen 1 project, and received and considered evidence, and forwarded to the City Council a recommendation to approve the Aspen 1 project.
- B. On November 10, 2015 the City Council conducted a noticed public hearing in accordance with Government Code Section 65355, and received and considered evidence regarding the approval of the Aspen 1 project, which includes changes to the City's Bikeway Master Plan.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

Section 1. Based on the verbal and documentary evidence received at the hearings on the Aspen 1 Project, the City Council finds that amending the City Bikeway Master Plan to establish the bikeway network as shown on the attached exhibit is consistent with the City's General Plan goals to:

1. Create and maintain a safe, comprehensive, and integrated bicycle system and support facilities throughout the city that encourages bicycling that is accessible to all.
2. Promote bicycling as a feasible transportation alternative which conserves energy, improves air quality, reduces traffic congestion, and improves public health.

Section 2. The Environmental Impact Report and Mitigation Monitoring Program for the Aspen 1 Project, which included the proposed changes to the City's Bikeway Master Plan, have been adopted by resolution as of the same date set out above.

Section 3. City Council hereby amends the City's Bikeway Master Plan to modify the Aspen 1 bikeway network as shown in Exhibit A.

Exhibit A – Aspen 1 Trails Plan

CLASS	SURFACE	DESCRIPTION
I	Paved	Off-street multi-use bicycle and pedestrian path. Class I trails are used in the Plan Area to facilitate access between the elementary school, urban farm, and powerline corridor trail system.
II	Paved	Signed on-street bicycle routes with a striped lane. Class II bicycle routes within the Plan Area include Jackson Highway, South Watt Avenue, Rock Creek Parkway, Aspen Promenade, and Collector Streets.
III	Paved	Signed on-street bicycle routes without a striped lane. Class III bicycle routes comprise all roadways within the Plan Area which do not have a separate striped lane.
N/A	Varies	Shortcuts vary in size and surface but are intended to provide an all-weather surface to facilitate pedestrian movement between uses and shorten travel distance.



RESOLUTION NO.

Adopted by the Sacramento City Council

RESOLUTION TO APPROVE THE ASPEN 1 PROJECT ENTITLEMENTS (P09-038)**BACKGROUND**

- A. On July 16, 2015, the Planning Commission conducted a public hearing on, and forwarded to the City Council its recommendation for approval of the Aspen 1 Project, and
- B. On November 10, 2015 after giving notice as required by Sacramento City Code section 17.812.010 (2)(b), the City Council conducted a public hearing on the Project, receiving and considering evidence concerning it.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

Section 1 Based on the verbal and documentary evidence received at the hearing on the Aspen 1 Project, the City Council approves the Project entitlements based on the findings of fact and subject to the conditions of approval as set forth below.

Section 2 The City Council approves the Project entitlements based on the following Findings of Fact:

A&B. Environmental Determination: The Environmental Impact Report and Mitigation Monitoring Plan for the Project have been adopted by Resolution No.

_____.

- C. The **Tentative Master Subdivision Map** to subdivide ±232.3 acres into 24 master parcels **is approved** based on the following Findings of Fact:
 - 1. None of the conditions described in Government Code section 66474 exist with respect to the proposed subdivision as follows:
 - a. The proposed map is consistent with the General Plan, all applicable community and specific plans, Title 16 of the City Code, and all other applicable provisions of the City Code;
 - b. The design and improvement of the proposed subdivision is consistent with the General Plan, all applicable community and specific plans, Title 16 of the City Code, and all other applicable provisions of the City Code;

- c. The site is physically suitable for the type of development;
 - d. The site is physically suitable for the proposed density of development;
 - e. The design of the subdivision and the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat;
 - f. The design of the subdivision and the type of improvements are not likely to cause serious public health problems;
 - g. The design of the subdivision and the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision.
- 2. The proposed subdivision, together with the provisions for its design and improvement, is consistent with the General Plan, all applicable community and specific plans, Title 16 of the City Code, and all other applicable provisions of the City Code (Gov. Code §66473.5).
 - 3. The discharge of waste from the proposed subdivision into the existing community sewer system will not result in a violation of the applicable waste discharge requirements prescribed by the California Regional Water Quality Board, Central Valley Region, in that existing treatment plants have a design capacity adequate to service the proposed subdivision (Gov. Code §66474.6).
 - 4. The design of the proposed subdivision provides, to the extent feasible, for future passive or natural heating and cooling opportunities (Gov. Code §66473.1).
 - 5. The City has considered the effect of the approval of this tentative subdivision map on the housing needs of the region and has balanced these needs against the public service needs of its residents and available fiscal and environmental resources (Gov. Code §66412.3).
- D. The Tentative Subdivision Map to subdivide ±232.3 acres into 535 lots is approved based on the following Findings of Fact:**
- 1. None of the conditions described in Government Code section 66474 exist with respect to the proposed subdivision as follows:

- a. The proposed map is consistent with the General Plan, all applicable community and specific plans, Title 16 of the City Code, and all other applicable provisions of the City Code;
 - b. The design and improvement of the proposed subdivision is consistent with the General Plan, all applicable community and specific plans, Title 16 of the City Code, and all other applicable provisions of the City Code;
 - c. The site is physically suitable for the type of development;
 - d. The site is physically suitable for the proposed density of development;
 - e. The design of the subdivision and the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat;
 - f. The design of the subdivision and the type of improvements are not likely to cause serious public health problems;
 - g. The design of the subdivision and the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision.
2. The proposed subdivision, together with the provisions for its design and improvement, is consistent with the General Plan, all applicable community and specific plans, Title 16 of the City Code, and all other applicable provisions of the City Code (Gov. Code §66473.5).
 3. The discharge of waste from the proposed subdivision into the existing community sewer system will not result in a violation of the applicable waste discharge requirements prescribed by the California Regional Water Quality Board, Central Valley Region, in that existing treatment plants have a design capacity adequate to service the proposed subdivision (Gov. Code §66474.6).
 4. The design of the proposed subdivision provides, to the extent feasible, for future passive or natural heating and cooling opportunities (Gov. Code §66473.1).
 5. The City has considered the effect of the approval of this tentative subdivision map on the housing needs of the region and has balanced these needs against the public service needs of its residents and available fiscal and environmental resources (Gov. Code §66412.3).

E. The Site Plan Review to subdivide ±232.3 acres is approved based on the following Findings of Fact:

1. The design, layout, and physical characteristics of the proposed development are consistent with the general plan, in that it is consistent with the goals and policies of the proposed general plan land use designation of Traditional Neighborhood Medium Density and Suburban Center. The proposed lots meet the intent of the General Plan classifications as they will create opportunities for residential, commercial, and mixed-use development.
2. The design, layout, and physical characteristics of proposed development are consistent with all applicable design guidelines and with all applicable development standards in that the proposed lots comply with the applicable standards in lot size, width, and depth.
3. All streets and other public access ways and facilities, parking facilities, and utility infrastructure are adequate to serve the proposed development and comply with all applicable design guidelines and development standards, in that the project has been analyzed by City departments and it is determined that all streets and other public access ways utility infrastructure are adequate to serve the proposed development and comply with all applicable design guidelines and development standards.
4. The design, layout, and physical characteristics of the proposed development are visually and functionally compatible with the surrounding neighborhood, including the adjacent low density residential uses to the north and east.
5. The design, layout, and physical characteristics of the proposed development ensure energy consumption is minimized and the use of renewable energy sources is encouraged, in that the project proposes to redevelop an infill land. The project is advised, to the extent possible, incorporate green building methods in the construction of the proposed structures.
6. The design, layout, and physical characteristics of the proposed development are not detrimental to the public health, safety, convenience, or welfare of persons residing, working, visiting, or recreating in the surrounding neighborhood and will not result in the creation of a nuisance in that: 1) the site provides adequate circulation for vehicles and pedestrians, 2) the project will dedicate adequate open space the proposed residential units, and 3) the lot sizes are compatible with the future development proposed with the PUD Guidelines and schematic plan.

- C. The **Tentative Master Subdivision Map** to subdivide ±232.3 acres into 24 master parcels **is approved is approved** subject to the following Conditions of Approval:

NOTE: These conditions shall supersede any contradictory information shown on the Tentative Master Parcel Map or any contradictory provisions in the PUD guidelines approved for this project (P09-038). The design of any improvement not covered by these conditions or the PUD Guidelines shall be to City standard.

The applicant shall satisfy each of the following conditions prior to filing the Final Map unless a different time for compliance is specifically stated in these conditions. Any condition requiring an improvement that has already been designed and secured under a City Approved improvement agreement may be considered satisfied at the discretion of the Department of Public Works.

The City strongly encourages the applicant to thoroughly discuss the conditions of approval for the project with their Engineer/Land Surveyor consultants prior to City Planning Commission approval. The improvements required of a Tentative Map can be costly and are completely dependent upon the condition of the existing improvements. Careful evaluation of the potential cost of the improvements required by the City will enable the applicant to ask questions of the City prior to project approval and will result in a smoother plan check process after project approval:

GENERAL: All Projects

- C1. In accordance with City Code Section 16.24.090(c)(1), approval of this map by the Planning Commission is contingent upon approval by the City Council of all required Plan Amendments (if any), Zoning changes, and the Development Agreement. The Final Map may not be recorded unless and until such time as the City Council approves such required Plan Amendments (if any), Zoning changes, and the Development Agreement.
- C2. Execute a Development Agreement to the satisfaction of the City of Sacramento and comply with and meet all the requirements of the Agreement.
- C3. Comply with requirements included in the Mitigation Monitoring Plan developed by, and kept on file in, the Planning Division Office (P09-038).
- C4. Pay off existing assessments, or file the necessary segregation requests and fees to segregate existing assessments, in accordance with the Development Agreement.
- C5. Title to any property required to be dedicated to the City in fee shall be conveyed free and clear of all rights, restrictions, easements, impediments, encumbrances, liens, taxes, assessments or other security interests of any kind (hereafter collectively referred to as "Encumbrances"), except as provided herein. The

applicant shall take all actions necessary to remove any and all Encumbrances prior to approval of the Final Map and acceptance of the dedication by City, except that the applicant shall not be required to remove Encumbrances of record, including but not limited to easements or rights-of-way for public roads or public utilities, which, in the sole and exclusive judgment of the City, cannot be removed and/or would not interfere with the City's future use of the property. The applicant shall provide title insurance with the City as the named beneficiary assuring the conveyance of such title to City.

C6. Place the following note prominently on the master parcel map:

"THIS MASTER PARCEL MAP DOES NOT AUTHORIZE CONSTRUCTION OF ANY IMPROVEMENT ON THE LAND SUBJECT TO THE MAP; PRIOR TO ANY IMPROVEMENT OR CONSTRUCTION, ALL REQUIRED LAND USE ENTITLEMENTS, INCLUDING BUT NOT LIMITED TO A SPECIAL PERMIT, MUST BE APPLIED FOR AND APPROVED, AND ALL APPLICABLE CONDITIONS OF APPROVAL MUST BE SATISFIED"

C7. Show all existing and proposed/required easements on the Final Map.

C8. Multiple Final Maps may be recorded. Prior to recordation of any Final Map all infrastructure/improvements necessary for the respective Final Map must be in place to the satisfaction of the Department of Utilities, Planning Division, and the Department of Public Works.

C9. Obtain and comply with abandonment clearance letters for the abandonment's on the Final Map. Letters shall be provided to the Department of Public Works.

DEVELOPMENT ENGINEERING: Streets (Anis Ghobril, Dept. Public Works, 808-5367)

C10. Submit a Geotechnical Analysis prepared by a registered engineer to be used in street design. The analysis shall identify and recommend solutions for groundwater related problems, which may occur within both the subdivision lots and public right-of-way. Construct appropriate facilities to alleviate those problems. As a result of the analysis street sections shall be designed to provide for stabilized subgrades and pavement sections under high groundwater conditions.

C11. Streets shall be sized and dedicated as follows:

a. **Jackson Highway.**

The applicant shall dedicate right of way for Jackson Highway as a 4-lane arterial roadway (99-foot) right of way with separated sidewalks. Additional dedications are required at signalized intersections and driveways to accommodate turn lanes and expanded intersections.

b. **South Watt Avenue.**

The applicant shall dedicate right of way for South Watt Avenue as a 6-lane arterial roadway (121-foot) right of way with separated sidewalks. Additional dedications are required at signalized intersections and driveways to accommodate turn lanes and expanded intersections.

c. **Aspen Promenade**

The applicant shall dedicate right of way for Aspen Promenade as a one lane roadway with bike lanes, parking and separated sidewalks in **each direction** (40.5-foot R.O.W/ each side, b/w to f/c of median) separated by a large median. The large median will be maintained by the HOA or other financing mechanism approved by the City.

d. **Rock Creek parkway.**

The applicant shall dedicate right of way for Rock Creek Parkway as a one lane roadway with bike lanes, parking and separated sidewalks in **each direction** (42.5-foot R.O.W/ each side, b/w to f/c of median) separated by a large median. The large median will be maintained by the HOA or other financing mechanism approved by the City.

e. **14th Avenue.**

The applicant shall dedicate right of way for the future extension of 14th Avenue at the north-west corner of the project as shown on the tentative map as a 4-lane arterial with no parking (99-foot R.O.W.)

f. **All other Roadways.**

The applicant shall dedicate right of way for all the other proposed roads as shown on the approved tentative map and to the satisfaction of the Department of Public Works.

NOTES: Dedication and construction of all streets shall be as required elsewhere in these conditions. The minimum right-of-way for any public street not mentioned above shall be 40'. The City will determine off-site improvement requirements prior to filing each subsequent map or phase. All roadways may require additional dedication at intersections for turn lanes.

- C12. Multiple access points will be required for all phases of the Final Parcel Map to the satisfaction of the Department of Public Works. Dead end streets must be less than 500' in length and must include a turn-around approved by the Department of Public Works and Fire Department. Certain exceptions may be considered by Department of Public Works and the Fire Department on a case-by-case basis.
- C13. Provide additional right-of-way for expanded intersections at intersections to be signalized and other locations specified by the Department of Public Works.
- C14. Street shall be dedicated upon filing the first phase of the Master Parcel Map. Provide an Irrevocable Offer of Dedication (I.O.D.) for South Watt Avenue,

Jackson Highway, 14th Avenue, Rock Creek Parkway, and Aspen Promenade as stated in these conditions to the satisfaction of the Department of Public Works.

- C15. For all proposed signals and improvements along Jackson Highway, The applicant will be required to coordinate and obtain an encroachment permit from Caltrans to do any work in their right of way (unless Jackson Highway is relinquished to the City prior to recordation of any Final Map). Additional dedication for turn lanes and equipment will be required and shall be shown on the required signal concept design report.
- C16. All right-of-way and street improvement transitions that result from changing the right-of-way of any street shall be located, designed and constructed to the satisfaction of the Department of Public Works. The center lines of such streets shall be aligned.
- C17. The design and placement of walls, fences, signs and Landscaping near intersections and driveways shall allow stopping sight distance per Caltrans standards and comply with City Code Section 12.28.010 (25' sight triangle). Walls shall be set back 3' behind the sight line needed for stopping sight distance to allow sufficient room for pilasters. Landscaping in the area required for adequate stopping sight distance shall be limited 3.5' in height. The area of exclusion shall be determined by the Department of Public Works.
- C18. Developer is required to install permanent street signs to the satisfaction of the Public Works Department.
- C19. Improvements shall be designed and constructed to City standards in place at the time that each subsequent final map is recorded. Improvements required for subsequent maps will be determined by the City for each of those maps.
- C20. Streets adjacent to schools and parks shall allow for parking and have a vertical curb as determined by the Department of Public Works.
- C21. The applicant shall make provisions for bus stops, shelters, etc. to the satisfaction of Regional Transit and the Department of Public Works.
- C22. Construct traffic signals at the following intersections when required (if not already in place):
- a. Jackson Highway and Rock Creek Parkway.
 - b. Jackson Highway and I.O.D # 33 (adjacent to Commercial Lot A).
 - c. South Watt Avenue and Rock Creek Parkway

NOTE: The Department of Public Works shall determine the need for signals, based on Caltrans signal warrants, prior to the recordation of each subsequent

phase. If warranted, signals shall be constructed as part of the public improvements for that phase. Signal design and construction shall be to the satisfaction of the Department of Public Works and may be subject to reimbursement as set forth in the Development Agreement. The applicant shall provide all on-site easements and right-of-way needed for turn lanes, signal facilities and related appurtenances.

- C23. The applicant shall submit a signal design concept report (SCDR) per section 15.10 of the Cities Design and Procedures Manual to the Department of Public Works for review and approval prior to the submittal of any improvement plans involving traffic signal work. The SCDR provides crucial geometric information for signal design and should be started as early as possible to avoid delays during the plan check process.
- C24. Dedicate a 12-foot I.O.D for "Future transit" on either side of Rock Creek parkway/median.
- C25. Prior to submittal of improvement plans for any phase of this project, the developer's design consultant(s) shall participate in a pre-design conference with City staff. The purpose of this conference is to allow City staff and the design consultants to exchange information on project design requirements and to coordinate the improvement plan review process. Contact the Department of Public Works, Development Services Section Plan Check Engineer at 264-7493 to schedule the conference. It is strongly recommended that the conference be held as early in the design process as possible.

PRIVATE/PUBLIC UTILITIES: (Yujean Kim, SMUD, 732-5027), (Salam Khan, SASD, 876-6094)

- C26. Dedicate a standard 12.5 foot public utility easement (PUE) for underground and overhead facilities and appurtenances adjacent to Jackson Road and South Watt Avenue.
- C27. Dedicate a 12.5-foot public utility easement for underground facilities and appurtenances adjacent to all public right of ways.
- C28. Label SMUD transmission line easement as a "Restricted Building and Use Area".
- C29. Connection to SASD sewer system shall be required to the satisfaction of SASD. SASD Design Standards apply to any on-site and off-site sewer construction.
- C30. 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.

- C31. A master plan level sewer study (Level II) and/or a more detailed subdivision level sewer study (Level III) will be required. SASD shall require the approved sewer studies prior to the approval of Final Map or submittal of improvement plans for plan check to SASD, whichever comes first. The sewer study shall demonstrate the quantity of discharge and any “flow through sewage” along with appropriate pipe sizes and related appurtenances from this subject and other upstream areas and shall be done in accordance with the SASD’s most recent “Minimum Sewer Study Requirements”. The study shall be done on a no “Shed-Shift” basis unless approved by SASD in advance and in compliance with District Design Standards.
- C32. In order to obtain sewer service, construction of both on-site and off-site SASD sewer infrastructure will be required.
- C33. Sewer easements, both onsite and offsite, 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-ft 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.
- C34. Private sewer service laterals will not be permitted to connect directly to the 60-inch diameter and 72-inch force mains located in South Watt Avenue or the 60-inch diameter force main located in Jackson Road.
- C35. 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 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 the repair is of decorative or stamped concrete, SASD will only replace with standard concrete.
- C36. SASD requires their sewers to be located a minimum of 10-feet (measured horizontally from edge of pipe to edge of pipe) from all potable water lines. Separation of sewer lines from other parallel utilities, such as storm drain and other “dry” utilities (electrical, telephone, cable, etc.) shall be a minimum of 7-feet (measured horizontally from the center of pipe to the center of pipe). Any deviation to the above separation due to depth and roadway width must be approved by SASD on a case by case basis. Prior to recording the Final Map, the applicant shall prepare a utility plan that will demonstrate that this condition is met.

- C37. All structures along private drives shall have a minimum 10-foot setback (measured horizontally from edge of collector pipe to edge of structure) so that SASD can properly maintain the sewer line.
- C38. The trunk and collector sewer system for the project will not be accepted for operation and maintenance until the downstream sewer system 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.

CITY UTILITIES: (Robert Armijo, DOU, 808-1411)

- C39. Provide standard subdivision improvements per Section 16.48.110 of the City Code. Construct water and drainage facilities to the satisfaction of the Department of Utilities (DOU). Off-site main extensions may be required.
- C40. An assessment district, community facilities district or other financing mechanism approved in writing by the City must be formed for the purpose of constructing all common drainage facilities and/or maintaining certain drainage facilities within the project area and any additional drainage capacity or facilities required to accommodate development of the subject area in accordance with the drainage master plan for the project area and other applicable drainage plans and criteria for Aspen-1. For this purpose "other financing mechanism" includes but is not limited to a fully executed agreement approved as to form by the City Attorney, which provides for funding and construction of the said facilities, and which provides for posting or depositing with the City of unconditional security for performance of the landowner's obligations, which security is adequate in the sole and exclusive discretion of the City, and which is in a form acceptable to the City Attorney.
- C41. The applicant and/or any successor shall fully participate in any financing mechanism, including but not limited to assessment districts, or community facilities districts formed for the purpose of financing the facilities specified in Condition (40) above, and any such mechanism formed for the purpose of financing the drainage facilities required under the Aspen-1 Drainage Agreement. For this purpose, "fully participate" requires that the applicant and/or successor shall, notwithstanding the provisions of Articles XIII C and/or XIII D of the California Constitution, or any other applicable federal or state law, rule of regulation, waive and relinquish any right to protest or vote against the formation of the mechanism and/or the levy of any assessment or tax pursuant thereto; actively participate in a positive manner in the proceedings for formation of the mechanism and/or the levy of any assessment or tax pursuant thereto; and pay all taxes, assessments and/or fees levied pursuant thereto.
- C42. Execute a drainage agreement with the City for the construction of common drainage facilities per the approved drainage plan and for the maintenance of

certain LID infrastructure. The drainage agreement shall be to the satisfaction of the DOU, The Department of Public Works, and the City Attorney. Common drainage facilities shall include, but are not limited to storm drain pipes serving all master parcels, discharge pipes, lake, detention/water quality basin, outfall structures, weir structures, and Low Impact Development (LID) Stormwater Facilities. LID Stormwater Facilities include but are not limited to rain gardens, rain barrels, vegetative swales, vegetative median swales, infiltration planters, bio-retention facilities, open space stormwater planters, disconnected roof drains, permeable pavement, and hydro-modification detention ponds. Points that should be addressed, to the satisfaction of the DOU, may include (but are not limited to):

- a. Adherence by the applicant (and successors) to the master plan.
 - b. Maintenance of an offsite retention or detention basin.
 - c. Protection of Morrison Creek (managing flood volumes, water quality, and discharge flows).
 - d. Enabling the City to review, comment, and require corrections to the design of an ultimate drainage detention/retention basin with pump station that discharges to Morrison Creek in subsequent development proposals.
 - e. Hydromodification Planning Requirements.
 - f. Maintenance responsibilities of the City (e.g. drainage lines, on-site pump station(s), drop inlets) and the responsibilities of a Home/Business Owners' Association and/or a Community Facilities District (e.g. vegetative swales, tree planters, infiltration basins, surface drainage features, etc.).
 - g. Flood Hazard Mitigations Studies and Mitigation Planning
 - h. Levee Break Analysis requirements as an update or addendum to the Master Plan.
- C43. The applicant has completed a drainage master plan for this site. The 10-year and 100-year HGL's for this study have been calculated using the City's SWMM model. All drainage lines shall be placed within the asphalt section of public-right-of-ways as per the City's Design Procedures Manual, unless otherwise approved by the DOU. The drainage master plan shows the sizes of all common trunk lines in the street right-of-ways. The drainage master plan includes basins designed and constructed for flood control and water quality treatment. The flood control volume has been established using the 100 year – 10 day storm and the 100 year -24 hour storm. Contact the DOU for the design criteria for future Master Plan updates. The applicant may amend or update the Drainage Master Plan to the satisfaction of the DOU. The DOU shall approve the drainage master plan and any phasing plan, if appropriate, included with the master plan for drainage infrastructure. All drainage improvements shall be consistent with the drainage master plan.
- C44. In spring 2016, the proposed project is scheduled to be remapped into the 100-year floodplain, designated as an A zone by the Federal Emergency Management Agency (FEMA). The preliminary map panels 06067C0215J and 0192J, and 0195J showing the Aspen Basins in an A Zone were issued by FEMA on August 13, 2014. Within the A zone, the applicant shall determine the BFE

within the A zone to the satisfaction of the DOU. City Code Chapter 15.104 Floodplain Management Regulations require that any new construction of and/or substantial improvement to any structure located in Zone A must have the lowest floor, including the basement, elevated a minimum of one (1) foot above the BFE. Non-residential structures have the option of flood proofing to one (1) foot above the BFE in lieu of the elevation requirement. The applicant can apply for a Conditional Letter of Map Revision (CLOMR) with FEMA to return the area to a shaded X zone by complying with the regulations and requirement of FEMA. In a shaded Zone X area there are no flood restrictions.

PPDS: Parks (Mary de Beauvieres, Parks & Recreation, 808-8722)

- C45. **Park Dedication – IOD:** Pursuant to Sacramento City Code Chapter 16.64 (Parkland Dedication) the applicant shall provide on City's form an irrevocable offer of dedication (IOD) of the parks sites identified on the Large Lot Tentative Map as Lots 4 and 6, comprising 1.8+/- acres and 14.8+/- acres, respectively. At the time of delivery of the IOD, the applicant shall (1) provide to City a title report demonstrating that it holds full and clear title to Lots 4 and 6, including all interests necessary for maintenance and access; (2) provide a Phase 1 environmental site assessment of Lots 4 and 6; (3) if the environmental site assessment identifies any physical conditions or defects in Lots 4 and 6 which would interfere with its intended use as a park, as determined by PPDS in its sole discretion, applicant shall complete a supplemental assessment and remedy any such physical condition or defect, to the satisfaction of PPDS; and (4) take all actions necessary to ensure that Lots 4 and 6 are free and clear of any wetland mitigation, endangered or threatened animal or plant species, sensitive habitat or other development restrictions. The applicant shall be solely responsible, and at its sole cost, for any required mitigation costs or measures associated with Lots 4 and 6.
- C46. **Payment of In-lieu Park Fee:** Pursuant to Sacramento City Code Chapter 16.64 (Parkland Dedication) the applicant shall pay to City an in-lieu park fee in the amount determined under SCC §§16.64.040 and 16.64.050 equal to the value of land prescribed for dedication under 16.64.030 and not satisfied by dedication. (See Advisory Note).
- C47. **Improvements:** The applicant shall construct the following public improvements prior to and as a condition of City's acceptance of the park lot(s):
- a. Full street improvements for Lot(s) 4 and 6 including but not limited to curbs, gutters, accessible ramps, street paving, streetlights, and sidewalks; and improved surface drainage through the site.
 - b. A concrete sidewalk and vertical curb along all street frontages that open onto Lot(s) 4 and 6. The sidewalk shall be contiguous to the curb (attached) for neighborhood parks and separated from the curb (detached) for community and

regional parks unless otherwise approved by PPDS.

c. Post-and-cable fencing or other appropriate fencing as identified for the perimeter of the Urban Farm in the New Brighton PUD Guidelines between Lot 6 and Lot 7 and between Lot 6 and Lot 8 as approved by PPDS. Refer to PPDS Post and Cable detail and specification.

d. A twelve inch (12") storm drain stub and six inch (6") sanitary sewer stub to the back of the sidewalk at Lot 4 and Lot 6 at a location approved by PPDS for future service. Number of stubs and locations to be approved by PPDS. Storm Drain and Sewer stubs are to be marked with a 3' high, white 4" x 4" post indicating stub or service location.

e. One water tap for irrigation, one water tap for domestic water, and electrical and telephone service to Lot 4, quantity and location as approved by PPDS. The irrigation water tap shall be 2-1/2 inches for park lots less than 4 acres in size; and the domestic water tap shall be 1 inch. Water taps and telephone and electrical services shall be marked with a 3' high, white 4" x 4" post indicating stub or service location. For Lot 6, a non-potable well shall be drilled for irrigation purposes and a pump house constructed, one water tap for domestic water, and electrical and telephone service to Lot 6 shall be provided, with the quantity and location as approved by PPDS. The well design shall be subject to the review and approval of PPDS.

f. A ten-foot (10') wide driveway into Lot 4 and Lot 6 at a location approved by PPDS. The driveway is to provide future maintenance access to the park.

g. Due to a history of mining, a geotechnical engineer and arborist report for Lots 4 and 6 shall be subject to the review and approval of PPDS. The report(s) shall evaluate the depth and quality of the soil on Lots 4 and 6 needed to sustain park landscaping and support typical park improvements. Recommendations shall be incorporated into the Grading Plan for the project. The Applicant shall rough grade Lots 4 and 6 as required by City Code to provide positive drainage as approved by PPDS.

- C48. **Site Plan:** The applicant shall submit a site plan and electronic file showing the location of all utilities on the park/parkway sites to the PPDS for review and approval.
- C49. **Design Coordination for PUE's and Facilities:** If a 12.5 foot public utility easement (PUE) for underground facilities and appurtenances currently exists or is required to be dedicated adjacent to a public street right-of-way contiguous Lots 4 and 6 or an existing park site, the applicant shall coordinate with PPDS and SMUD regarding the location of appurtenances within the PUE to minimize visual obstruction in relation to the park(s) and to best accommodate future park improvements. The applicant shall facilitate a meeting(s) with SMUD and PPDS

prior to SMUD's facilities coordinating meeting for the project.

C50. **Multi-Use Trail:** A multi-use trail and adjacent landscaping shall be dedicated and constructed as specified below and in compliance with the PPDS "Multi-Use Trail Design Guidelines" available by contacting PPDS.

a. Location and width of trail: A twelve foot wide multi-use trail shall be constructed to follow the power line corridor running in a generally northwesterly / southeasterly direction in the southwest quadrant of the project site (through Lots 6, 8 and 7), and along the southern boundary of Lots 9 and 18 and the northern part of Lot 19 to connect to South Watt Avenue. The trail system shall facilitate off-street access between the elementary school, urban farm, community park, and power line corridor trail system.

b. The multi-use trail shall be dedicated as a recreation easement (except on Lot 6 where no dedication for the trail shall be required) as approved by PPDS. At the time of dedication, the applicant shall (1) take all actions necessary to convey to and vest in the City full and clear title to the multi-use trail, including all interests necessary for maintenance and access; (2) provide a title report and title insurance insuring that clear title in fee is vested in the City at the time of dedication; (3) provide a Phase 1 environmental site assessment of the multi-use trail; (4) if the environmental site assessment identifies any physical conditions or defects in the multi-use trail that would interfere with its intended use as a multi-use trail, as determined by PPDS in its sole discretion, applicant shall complete a supplemental assessment and remedy any such physical condition or defect, to the satisfaction of PPDS; and (5) take all actions necessary to ensure that the multi-use trail is free and clear of any wetland mitigation, endangered or threatened animal or plant species, sensitive habitat or other development restrictions. The applicant shall be solely responsible, and at its sole cost, for any required mitigation costs or measures associated with the multi-use trail.

c. The applicant shall submit and obtain PPDS approval of the alignment and design of the multi-use trail prior to submitting improvement plans for the trail.

d. The proposed multi-use trail shall comply with Class I bike trail standards, including regulatory signage, as defined in Chapter 1000 of State Department of Transportation Highway Design Manual. The trail shall be 12' of asphalt concrete paving, with clear, graded shoulders that are a minimum of 2' in width. Shoulders should be decomposed granite or an alternate material approved by PPDS. Pavement sections shall be determined by a geotechnical engineer's soil report and shall be as recommended by the report findings, but in no event less than 3" asphaltic concrete over 6" min of aggregate base, with a centerline stripe (refer to PPDS Trail detail and specification).

e. Vehicular access controls shall be placed at the entrance to all access points to the trail (refer to PPDS details and specifications for approved designs).

f. Wherever possible and as approved by PPDS and the Department of Utilities, multi-use trails shall be designed as joint-use with utility service roads utilizing the service roads aggregate base as the trail's aggregate base course. Applicant shall design the pavement to meet all required design loads.

g. Where a multi-use trail is located adjacent to the top of any embankment with a greater than 4:1 slope, the Applicant shall, at his expense, install a post-and-cable fence along the top of the embankment, between the embankment and the multi-use trail.

h. The Applicant shall disclose the location of the planned multi-use trail to all future/potential owners of parcels within the subdivision.

- C51. **Park Master Plan Preparation:** Applicant shall prepare park master plans for the two public parks. The park master plans shall include the design and all associated calculations for the site's LID features and shall be prepared to the satisfaction of PPDS. The park master plan shall be approved by the PPDS, the Parks and Recreation Commission and City Council. The park master plans shall be designed to the appropriate neighborhood or community park standard as outlined in Table 18 of the City of Sacramento Parks and Recreation Master Plan 2005-2010 and as determined by PPDS. Park design shall comply with Crime Prevention through Environmental Design (CPTED) principles.

SPECIAL DISTRICTS: Assessment Districts (Mark Griffin, Finance Department, 808-8788)

- C52. **Maintenance District:** The Applicant shall initiate and complete the formation of a parks maintenance district (assessment or Mello-Roos special tax district) to fully fund the maintenance costs of the parks on Lots 4 and 6, annex into an existing maintenance district that fully funds maintenance costs, or otherwise mitigate the project's impact on the City's park system to the satisfaction of the City Attorney. The Applicant shall pay all city fees for formation of a parks maintenance district. (Contact Finance Department, Public Improvements Financing Division, Special Districts Project Manager.) In assessment districts, the cost of neighborhood park maintenance is equitably spread on the basis of special benefit. In special tax districts, the cost of neighborhood park maintenance is spread based upon the hearing report, which specifies the tax rate and method of apportionment.
- C53. With each phase of the Final Master Parcel Map dedicate to the City as an I.O.D. those areas identified on that phase of the Tentative Master Parcel Map as Open Space areas (Lots 1, 2, 5, 12, 18, 20, 21). Annex the project area to the appropriate Landscape Maintenance District, forming and funding an endowment, or other financing mechanism acceptable to the City, prior to recordation of the Final Map. Design and construct landscaping and irrigation in

dedicated easements or rights of way, to the satisfaction of the Public Works Department, Parks Planning, Design and Services (PPDS), and the Planning Division. Acceptance of the required landscaping and irrigation by the City into the Landscape Maintenance District shall be coordinated with the Department of Public Works, Finance Department (Special Districts and Development Services) and PPDS. The Developer shall maintain the landscaping and irrigation for two years or until acceptance by the City into the District (whichever is less). The two year period shall begin following the issuance of a notice of completion by the City for the landscaping and irrigation.

FIRE: (King Tunson, Fire Department, 808-1358)

- C54. All turning radii for fire access shall be designed as 35' inside and 55' outside.
- C55. Roads used for Fire Department access shall have an unobstructed width of not less than 20' and unobstructed vertical clearance of 13'6" or more.
- C56. Fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be surfaced so as to provide all weather driving capabilities. CFC 503.2.3.
- C57. Provide the required fire hydrants in accordance with CFC 508 and appendix C, Section C105.
- C58. Provide secondary access. The chief is authorized to require two means of access for sites serving 40 or more dwelling units and/or when it is determined by the chief that access by a single road might be impaired by vehicle congestion. CFC 503.1.1
- C59. Roads used for Fire Department access that are less than 28-feet in width shall be marked "No Parking Fire Lane" on both sides; roads less than 36-feet in width shall be marked on one side.

Street sections B,C,E,F, and I, do not meet this requirement. Provide the medians located on Aspen Promenade and Rock Creek Parkway with 2 feet of mountable curb. This will enable a fire apparatus to have a 20 foot clear access road.

MISCELLANEOUS:

- C60. Prior to approval of improvement plans, the applicant shall submit to the Planning Director landscape plans for landscape corridors, open space areas and other public landscape areas (including designs for walls and fences) for review and approval by the Planning Director. Landscape plans shall comply with the PUD Guidelines. Final landscape plans for landscape areas shall be reviewed and approved by the Planning Director.
- C61. City standard ornamental street lights (acorn style or alternate decorative style

approved by the Planning and Electrical Divisions) shall be designed and constructed by the applicant in accordance with Electrical Division requirements and to the satisfaction of the Department of Public Works.

ADVISORY NOTES:

The following advisory notes are informational in nature and are not a requirement of this Tentative Map:

1. Comply with Ch. 16.32.160 of the City Code regarding Master Parcel Map, Ordinance No.95-013, Dated March 1995.
2. Prior to the issuance of any building permits, provide the City with a copy of the certificate of payment of school fees for the applicable school district(s).
3. Trunk sewer design and construction may be reimbursed by SASD under the terms of a Reimbursement Agreement. Collector sewer design and construction may qualify to participate in future reimbursement (as in-lieu fee) from adjacent landowners. Prior to initiating design of any sewer facility, contact SASD for details. It will be necessary to schedule a meeting to discuss reimbursement requirements with appropriate SASD staff prior to any design. Failure to strictly comply with the provisions of the District Ordinances may jeopardize all sewer reimbursement.
4. Developing this property will require the payment of sewer impact fees. Impact fees shall be paid prior to filing and recording the Final Map or issuance for Building Permits, whichever is first. Applicant should contact the Fee Quote Desk at (916) 876-6100 for sewer impact fee information.
5. Prior to occupancy within the subject area, all sanitary sewer, storm drainage, water, and floods control improvements shall be in place, fully functioning, and a notice of completion shall be issued by Public Works.
6. Many projects within the City of Sacramento require on-site booster pumps for fire suppression and domestic water systems. Prior to design of the subject project, the DOU suggests that the applicant request a water supply test to determine what pressure and flows the surrounding public water distribution system can provide to the site. This information can then be used to assist the engineers in the design of the on-site fire suppression system.
7. All public facilities shall be designed and constructed per City standards and procedures and approved by the DOU prior to acceptance of maintenance responsibilities.
8. Per Sacramento City Code, water meters shall be located at the point of service

which is located at the back of curb for separated sidewalks or the back of walk for connected sidewalks. Care should be taken in the design stage to ensure that the water meters are not placed in the LID facilities (tree planters, swales, rain gardens, and etc.).

9. As per City Code, acreage within an existing or proposed drainage area, easement, public right-of-way, or areas with 10% and greater slopes shall not receive parkland dedication credit. Quimby parkland credit can be granted only to "buildable acres.
10. As per City Code, the applicant will be responsible to meet his/her obligations regarding:
 - a. Title 16, 16.64 Park Dedication / In Lieu (Quimby) Fees, due prior to approval of the final map. The Quimby fee due for this project is estimated at \$2,177,433. This is based on 482 single family residential units and 883 multi-family residential units and an average land value of \$115,000 per acre for the Community Plan Area, plus an additional 20% for off-site park infrastructure improvements, less acres in land dedication. Any change in these factors will change the amount of the Quimby fee due. The final fee is calculated using factors at the time of payment.
 - b. Title 18, 18.44 Park Development Impact Fee, due at the time of issuance of building permit. The Park Development Impact Fee due for this project is estimated at \$5,917,706. This is based on 482 single family residential units at \$5,814 each, 883 multi-family residential units at \$3,426 each and 222,000 square feet of commercial space at \$0.41 per square foot. Any change in these factors will change the amount of the PIF due. The fee is calculated using factors at the time that the project is submitted for building permit.
 - c. Community Facilities District 2002-02, Neighborhood Park Maintenance CFD Annexation.
11. The Developer shall be responsible for maintenance (weed abatement) of IOD Lots 4 and 6 until the time that the City records acceptance of the IOD.
12. Prior to issuance of building permits, the applicant shall pay fair share contribution toward the development of the high occupancy vehicles (HOV) lanes on US-50 from Watt Avenue to Howe Avenue (To be included in the Development agreement).
13. Prior to issuance of the first building permit, the applicant shall have a transportation management plan approved by the City that provides for transit connectivity to light rail and/or hi-bus transit service. The plan shall include a funding component for transit service operations. However, this condition shall not apply if the project site has been included in a new special district formed to

help finance transit connectivity improvements and services to light rail and/or hi-Bus from within the Aspen 1 project area, or annex to an existing special district for the same purpose, or the applicant has otherwise provided financing for such transit connectivity to the City's satisfaction (To be included in the Development agreement).

- D.** The **Tentative Subdivision Map** to subdivide ±232.3 acres into 535 lots **is approved** subject to the following Conditions of Approval:

NOTE: These conditions shall supersede any contradictory information shown on the Tentative Map or any contradictory provisions in the PUD guidelines approved for this project (P09-038). The design of any improvement not covered by these conditions or the PUD Guidelines shall be to City standard.

The applicant shall satisfy each of the following conditions prior to filing the Final Map unless a different time for compliance is specifically stated in these conditions. Any condition requiring an improvement that has already been designed and secured under a City Approved improvement agreement may be considered satisfied at the discretion of the Department of Public Works.

The City strongly encourages the applicant to thoroughly discuss the conditions of approval for the project with their Engineer/Land Surveyor consultants prior to City Planning Commission approval. The improvements required of a Tentative Map can be costly and are completely dependent upon the condition of the existing improvements. Careful evaluation of the potential cost of the improvements required by the City will enable the applicant to ask questions of the City prior to project approval and will result in a smoother plan check process after project approval:

GENERAL: All Projects

- D1. Pay off existing assessments, or file the necessary segregation requests and fees to segregate existing assessments.
- D2. Pursuant to City Code Section 16.40.190, indicate easements on the Final Map to allow for the placement of centralized mail delivery units. The specific locations for such easements shall be subject to review and approval of the Department of Public Works after consultation with the U.S. Postal Service.
- D3. Private reciprocal ingress, egress, maneuvering and parking easements are required for future development of the area covered by this Tentative Map. The applicant shall enter into and record an Agreement for Conveyance of Easements with the City stating that a private reciprocal ingress/egress, maneuvering, and parking easement shall be conveyed to and reserved from all appropriate parcels at no cost, at the time of sale or other conveyance of either parcel.

- D4. Comply with requirements included in the Mitigation Monitoring Plan developed by, and kept on file in, the Planning Division Office (P09-038).
- D5. Meet all conditions of the existing PUD (P09-038) unless the condition is superseded by a Tentative Map condition.
- D6. Show all continuing and proposed/required easements on the Final Map.
- D7. Multiple Final Maps may be recorded. Prior to recordation of any Final Map all infrastructure/improvements necessary for the respective Final Map must be in place to the satisfaction of the Departments of Utilities, and Department of Public Works.
- D8. Obtain and comply with abandonment clearance letters for the abandonment's on the Final Map. Letters shall be provided to the Department of Public Works.

Department of Public Works: Streets (Anis Ghobril, Department of Public Works, 808-5367)

- D9. Submit a Geotechnical Analysis prepared by a registered engineer to be used in street design. The analysis shall identify and recommend solutions for groundwater related problems, which may occur within both the subdivision lots and public right-of-way. Construct appropriate facilities to alleviate those problems. As a result of the analysis street sections shall be designed to provide for stabilized subgrades and pavement sections under high groundwater conditions.
- D10. Construct standard subdivision improvements as noted in these conditions pursuant to section 16.48.110 of the City Code. All improvements shall be designed and constructed to the satisfaction of the Department of Public Works. Improvements required shall be determined by the city. The City shall determine improvements required for each phase prior to recordation of each phase. Any public improvement not specifically noted in these conditions or on the Tentative Map shall be designed and constructed to City standards. This shall include street lighting and the repair or replacement/reconstruction of any existing deteriorated curb, gutter and sidewalk per City standards to the satisfaction of the Department of Public Works.
- D11. Streets shall be sized, dedicated and constructed as follows:
 - a. **Jackson Highway.**
The applicant shall dedicate right of way for Jackson Highway as a 4-lane arterial roadway (99-foot) right of way with separated sidewalks. Additional dedications are required at signalized intersections and driveways to accommodate turn lanes and expanded intersections.

- b. **South Watt Avenue.**
The applicant shall dedicate right of way for South Watt Avenue as a 6-lane arterial roadway (121-foot) right of way with separated sidewalks. Additional dedications are required at signalized intersections and driveways to accommodate turn lanes and expanded intersections.
 - c. **Aspen Promenade**
The applicant shall dedicate right of way for Aspen Promenade as a one lane roadway with bike lanes, parking and separated sidewalks in **each direction** (40.5-foot R.O.W/ each side, b/w to f/c of median) separated by a large median. The large median will be maintained by the HOA or other financing mechanism approved by the City.
 - d. **Rock Creek parkway.**
The applicant shall dedicate right of way for Rock Creek Parkway as a one lane roadway with bike lanes, parking and separated sidewalks in **each direction** (42.5-foot R.O.W/ each side, b/w to f/c of median) separated by a large median. The large median will be maintained by the HOA or other financing mechanism approved by the City.
 - e. **14th Avenue.**
The applicant shall dedicate right of way for the future extension of 14th Avenue at the north-west corner of the project as shown on the tentative map consistent with a 4-lane arterial street section with no parking.
 - f. **All other Roadways.**
The applicant shall dedicate right of way for all the other proposed roads as shown on the approved tentative map and to the satisfaction of the Department of Public Works.
- D12. At its discretion, the City may require the inclusion of traffic calming devices along residential streets, to be constructed as part of the public improvements. These devices may include, but are not limited to, traffic circles, undulations, etc. Undulations will be required on certain streets adjacent to school/park combinations, as determined by the Department of Public Works.
- D13. The applicant shall provide for traffic control at all intersections per the recommendation of the traffic analysis and to the satisfaction of the department of Public Works.
- D14. All new driveways shall be designed and constructed to City Standards to the satisfaction of the Department of Public Works.
- D15. The applicant shall construct all proposed private alleys (in asphalt) (Lots MM, NN, OO, PP, QQ, LL, RR, SS, TT, UU, VV, WW, AAA, ZZ, YY, XX) and shall

meet the city's required structural section to the satisfaction of the Department of Public Works. All alleys shall be maintained by the HOA and/or another funding mechanism acceptable to the City. If the alleys are to be made public, then, they would need to be constructed to City standards (in concrete) to the satisfaction of the Department of Public Works.

- D16. The applicant shall maintain all proposed cross gutters, median inlets, drains, vegetative swales, landscaping adjacent to south Watt, and sound walls by the HOA or another funding mechanism acceptable to the city.
- D17. The applicant shall dedicate additional right of way and construct a standard right turn pocket / deceleration lane at the proposed driveway along South Watt Avenue to Road 33/adjacent to Commercial Lot A to the satisfaction of the Department of Public Works.
- D18. Provide additional right-of-way for expanded intersections at signalized intersections and other locations specified by the Department of Public Works. That shall include the intersection of South Watt Avenue and Jackson Highway.
- D19. For all proposed signals and improvements along Jackson Highway, The applicant will be required to coordinate and obtain an encroachment permit from Caltrans to do any work in their right of way (unless Jackson Highway is relinquished to the City prior to recordation of any Final Map). Additional dedication for turn lanes and equipment will be required and shall be shown on the required signal concept design report.
- D20. The design and placement of walls, fences, signs and Landscaping near intersections and driveways shall allow stopping sight distance per Caltrans standards and comply with City Code Section 12.28.010 (25' sight triangle). Walls shall be set back 3' behind the sight line needed for stopping sight distance to allow sufficient room for pilasters. Landscaping in the area required for adequate stopping sight distance shall be limited 3.5' in height. The area of exclusion shall be determined by the Department of Public Works.
- D21. Construct traffic signals at the following intersections when warranted, or when required by the Department of Public Works:
- a. Jackson Highway and Rock Creek Parkway.
 - b. Jackson Highway and Roadway 33 (adjacent to Commercial Lot A).
 - c. South Watt Avenue and Rock Creek Parkway.

NOTE: The Development Division shall determine the need for signals, based on CalTrans signal warrants and known pending development projects prior to the Issuance of any building permit. If required, signals shall be constructed as part of the public improvements for the Final Map. Signal design and construction shall be to the satisfaction of the Department of Public Works and

may be subject to reimbursement. The applicant shall provide all on-site easements and right-of-way needed for turn lanes, signal facilities and related appurtenances. The applicant shall install CCTV cameras and all necessary appurtenances if deemed necessary by and to the satisfaction of Traffic Engineering Services.

- D22. The applicant shall submit a signal design concept report (SCDR) per section 15.18 of the Cities Design and Procedures Manual to the Department of Public Works for review and approval prior to the submittal of any improvement plans involving traffic signal work. The SCDR provides crucial geometric information for signal design and should be started as early as possible to avoid delays during the plan check process.
- D23. All right-of-way and street improvement transitions that result from changing the right-of-way of any street shall be located, designed and constructed to the satisfaction of the Department of Public Works. The center lines of such streets shall be aligned.
- D24. Construct A.D.A. compliant ramps at the south-west corner of the intersection of south Watt and Jackson Highway.
- D25. Dedicate a 12-foot I.O.D for "Future transit" on either side of Rock Creek parkway/median.
- D26. The applicant shall make provisions for bus stops, shelters, transit centers, etc. to the satisfaction of Regional Transit;
- D27. The applicant shall dedicate (if necessary) and construct bus turn-outs for all bus stops adjacent to the subject site to the satisfaction of the Department of Public Works.

PUBLIC/PRIVATE UTILITIES: (Yujean Kim, SMUD, 732-5027)

- D28. Dedicate a standard 12.5 foot public utility easement (PUE) for underground and overhead facilities and appurtenances adjacent to Jackson Road and South Watt Avenue.
- D29. Dedicate a 12.5-foot public utility easement for underground facilities and appurtenances adjacent to all public right of ways.
- D30. Label SMUD transmission line easement as a "Restricted Building and Use Area".
- D31. Connection to SASD sewer system shall be required to the satisfaction of SASD. SASD Design Standards apply to any on-site and off-site sewer

construction.

- D32. 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.
- D33. A master plan level sewer study (Level II) and/or a more detailed subdivision level sewer study (Level III) will be required. SASD shall require the approved sewer studies prior to the approval of Final Map or submittal of improvement plans for plan check to SASD, whichever comes first. The sewer study shall demonstrate the quantity of discharge and any "flow through sewage" along with appropriate pipe sizes and related appurtenances from this subject and other upstream areas and shall be done in accordance with the SASD's most recent "Minimum Sewer Study Requirements". The study shall be done on a no "Shed-Shift" basis unless approved by SASD in advance and in compliance with District Design Standards.
- D34. In order to obtain sewer service, construction of both on-site and off-site SASD sewer infrastructure will be required.
- D35. Sewer easements, both onsite and offsite, 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-ft 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.
- D36. Private sewer service laterals will not be permitted to connect directly to the 60-inch diameter and 72-inch force mains located in South Watt Avenue or the 60-inch diameter force main located in Jackson Road.
- D37. 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 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 the repair is of decorative or stamped concrete, SASD will only replace with standard concrete.
- D38. SASD requires their sewers to be located a minimum of 10-feet (measured

horizontally from edge of pipe to edge of pipe) from all potable water lines. Separation of sewer lines from other parallel utilities, such as storm drain and other “dry” utilities (electrical, telephone, cable, etc.) shall be a minimum of 7-feet (measured horizontally from the center of pipe to the center of pipe). Any deviation to the above separation due to depth and roadway width must be approved by SASD on a case by case basis. Prior to recording the Final Map, the applicant shall prepare a utility plan that will demonstrate that this condition is met.

- D39. All structures along private drives shall have a minimum 10-foot setback (measured horizontally from edge of collector pipe to edge of structure) so that SASD can properly maintain the sewer line.
- D40. The trunk and collector sewer system for the project will not be accepted for operation and maintenance until the downstream sewer system 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.

CITY UTILITIES (Robert Armijo, Dept. of Utilities, 808-1411)

- D41. Provide standard subdivision improvements per Section 16.48.110 of the City Code. Construct water and drainage facilities to the satisfaction of the Department of Utilities (DOU). An off-site water main extension will be required to loop this subdivision’s water supply, off-site drainage improvements will be required, as well as off-site sewer improvements that may be required (by SASD).
- D42. The applicant shall grant and reserve easements as needed, for water, drainage and sanitary sewer facilities, and for surface storm drainage, at no cost at or before the time of sale or other conveyance of any parcel or lot. A note stating the following shall be placed on the Final Map: “Reciprocal easements for ingress/egress, parking, utilities, drainage, water and sanitary sewer facilities, and surface storm drainage shall be granted and reserved, as necessary and at no cost, at or before the time of sale or conveyance of any parcel shown in this map.”
- D43. Prior to the initiation of any water, sewer or storm drainage services to the single family residential units, a homeowners association (HOA) shall be formed and C.C. & R.s shall be approved by the City and recorded assuring maintenance of water, sewer and storm drainage facilities within the private alleys, streets and common areas. Private easements shall be dedicated for these facilities. The HOA or a privately funded maintenance district shall also maintain all private streets and alley pavement, curbs, and gutters as well as Low Impact Development (LID) Stormwater Facilities. LID Stormwater Facilities include but are not limited to rain gardens, rain barrels, vegetative swales, vegetative

median swales, infiltration planters, bio-retention facilities, open space stormwater planters, disconnected roof drains, permeable pavement, and hydro-modification detention basins. The responsible maintenance agency shall enter into and record an agreement with the City regarding the maintenance of these facilities. The agreement shall be to the satisfaction of the DOU and the City Attorney.

- D44. An assessment district, community facilities district or other financing mechanism approved in writing by the City must be formed for the purpose of constructing all common drainage facilities and/or maintaining certain drainage facilities within the project area and any additional drainage capacity or facilities required to accommodate development of the subject area in accordance with the drainage master plan for the project area and other applicable drainage plans and criteria for Aspen-1. For this purpose "other financing mechanism" includes but is not limited to a fully executed agreement approved as to form by the City Attorney, which provides for funding and construction of the said facilities, and which provides for posting or depositing with the City of unconditional security for performance of the landowner's obligations, which security is adequate in the sole and exclusive discretion of the City, and which is in a form acceptable to the City Attorney.
- D45. The applicant and/or any successor shall fully participate in any financing mechanism, including but not limited to assessment districts, or community facilities districts formed for the purpose of financing the facilities specified and aforementioned in a previous condition above, and any such mechanism formed for the purpose of financing the drainage facilities required under the Aspen-1 Drainage Agreement. For this purpose, "fully participate" requires that the applicant and/or successor shall, notwithstanding the provisions of Articles XIII C and/or XIII D of the California Constitution, or any other applicable federal or state law, rule of regulation, waive and relinquish any right to protest or vote against the formation of the mechanism and/or the levy of any assessment or tax pursuant thereto; actively participate in a positive manner in the proceedings for formation of the mechanism and/or the levy of any assessment or tax pursuant thereto; and pay all taxes, assessments and/or fees levied pursuant thereto.
- D46. Execute a drainage agreement with the City for the construction of common drainage facilities per the approved drainage plan. The drainage agreement shall be to the satisfaction of the DOU and the City Attorney. Common drainage facilities shall include, but are not limited to storm drain pipes serving all master parcels, discharge pipes, lake, detention/water quality basin, outfall structures, weir structures, and Low Impact Development (LID) Stormwater Facilities. LID Stormwater Facilities include but are not limited to rain gardens, rain barrels, vegetative swales, vegetative median swales, infiltration planters, bio-retention facilities, open space stormwater planters, disconnected roof drains, permeable pavement, and hydro-modification detention ponds. Points that should be

addressed, to the satisfaction of the DOU, may include (but are not limited to):

- a. Adherence by the applicant (and successors) to the master plan.
 - b. Maintenance of an offsite retention pond.
 - c. Protection of Morrison Creeks (managing flood volumes, water quality, and discharge flows).
 - d. Enabling the City to review, comment, and require corrections to the design of an ultimate drainage detention/retention pond with pump station that discharges to Morrison Creek in subsequent development proposals.
 - e. Hydromodification Planning Requirements.
 - f. Maintenance responsibilities of the City (e.g. drainage lines, on-site pump station(s), drop inlets) and the responsibilities of a Home/Business Owners' Association and/or a Community Facilities District (e.g. vegetative swales, tree planers, infiltration basins, surface drainage features, etc.).
 - g. Flood Hazard Mitigations Studies and Mitigation Planning
 - h. Levee Break Analysis requirements as an update or addendum to the Master Plan
- D47. The applicant has completed a drainage master plan for this site. The 10-year and 100-year HGL's for this study have been calculated using the City's SWMM model. All drainage lines shall be placed within the asphalt section of public-right-of-ways or in dedicated DOU easements as per the City's Design Procedures Manual and in accordance with the drainage master plan, unless otherwise approved by the DOU. The drainage master plan shows the sizes of all common trunk lines in the street right-of-ways. The drainage master plan includes basins designed and constructed for flood control and water quality treatment. The flood control volume has been established using the 100 year – 10 day storm and the 100 year -24 hour storm. Contact the DOU for the design criteria for future Master Plan updates. The applicant may amend or update the Drainage Master Plan to the satisfaction of the DOU. The DOU shall approve the drainage master plan and any phasing plan, if appropriate, included with the master plan for drainage infrastructure. All drainage improvements shall be consistent with the drainage master plan.
- D48. A grading plan showing existing and proposed elevations is required. Adjacent off-site topography shall also be shown to the extent necessary to determine impacts to existing surface drainage paths. No grading shall occur until the grading plan has been reviewed and approved by the Department of Utilities.
- D49. All lots shall be graded so that drainage does not cross property lines or private drainage easements shall be dedicated.
- D50. Prior to the submittal of improvement plans, the applicant will be required to prepare a project specific water study for review and approval by the DOU. The water distribution system shall be designed to satisfy the more critical of the two following conditions: (1) at maximum day peak hour demand, the operating or

"residual" pressure at all water service connections shall be at least 30 pounds per square inch, (2) at average maximum day demand plus fire flow, the operating or "residual" pressure in the area of the fire shall not be less than 20 pounds per square inch. The water study shall determine if the existing and proposed water distribution system is adequate to supply fire flow demands for the project. A water supply test may be required for this project. Contact the DOU for the pressure boundary conditions to be used in the water study.

- D51. Per Sacramento City Code, water meters shall be located at the point of service which is the back of curb for separated sidewalks or the back of walk for connected sidewalks.
- D52. Place a 2-inch (minimum) sleeve under the sidewalks for each single family lot along all streets with separated curb and sidewalk for irrigation of the landscape planter. Sleeves shall be placed prior to construction of sidewalks.
- D53. Any new domestic water services shall be metered. Only one domestic water service is allowed per parcel. Excess services shall be abandoned to the satisfaction of the Department of Utilities.
- D54. Public and private streets with City maintained water, sanitary sewer and storm drain facilities shall have a minimum paved width of 25-feet from lip of gutter to lip of gutter.
- D55. The proposed development is located within Sacramento Area Sewer District (SASD). Satisfy all SASD requirements.
- D56. This project will disturb more than one acre of land or is part of large common development; therefore, the project is required to comply with the State's "Construction General Permit" (Order 2009-0009 DWQ or most current). To comply with the State Permit, the applicant must file a Notice of Intent (NOI) through the State's **Storm Water Multiple Application and Report Tracking System** (SMARTS), located online at <http://smarts.waterboards.ca.gov/smarts/faces/SwSmartsLogin.jsp>
A valid WDID number must be obtained and provided to the DOU prior to the issuance of any grading permits.
- D57. The applicant must comply with the City of Sacramento's Grading, Erosion and Sediment Control Ordinance. This ordinance requires the applicant to show erosion and sediment control methods on the subdivision improvement plans. These plans shall also show the methods to control urban runoff pollution from the project site during construction.
- D58. Post construction, stormwater quality control measures shall be incorporated into the development to minimize the increase of urban runoff pollution caused by development of the area. Since the project is not served by an existing

regional water quality control facility, both source control and on-site treatment control measures (e.g., stormwater planters, detention basin, infiltration basin and/or trench, media filters (Austin Sand Filter), multi-functional drainage corridors, vegetated filter strips and/or swales, and proprietary devices) are required. A maintenance agreement is required for all on-site treatment control measures. Contact DOU for a list of accepted proprietary devices if considered for treatment control. Specific source controls are required for (1) vehicle and equipment fueling areas, (2) loading/unloading areas, (3) outdoor storage areas, (4) outdoor work areas, (5) vehicle/equipment wash, repair and maintenance areas, (6) waste management areas and (7) Storm drain inlet (markings). Improvement plans must include the source controls and on-site treatment control measures selected for the site. Refer to the latest edition of the "Stormwater Quality Design Manual for the Sacramento and South Placer Regions (May 2007)" for appropriate source control measures. Runoff reduction measures (e.g. porous pavement) are optional control measures. Refer to the Runoff Reduction Credit Worksheet in the above Manual for porous pavement design.

- D59. In spring 2016, the proposed project is scheduled to be remapped into the 100-year floodplain, designated as an A zone by the Federal Emergency Management Agency (FEMA). The preliminary map panels 06067C0215J and 0192J, and 0195J showing the Aspen Basins in an A Zone were issued by FEMA on August 13, 2014. Within the A zone, the applicant shall determine the BFE within the A zone to the satisfaction of the DOU. City Code Chapter 15.104 Floodplain Management Regulations require that any new construction of and/or substantial improvement to any structure located in Zone A must have the lowest floor, including the basement, elevated a minimum of one (1) foot above the BFE. Non-residential structures have the option of flood proofing to one (1) foot above the BFE in lieu of the elevation requirement. The applicant can apply for a Conditional Letter of Map Revision (CLOMR) with FEMA to return the area to a shaded X zone by complying with the regulations and requirement of FEMA. In a shaded Zone X area there are no flood restrictions.

SPECIAL DISTRICTS: Assessment Districts (Mark Griffin, Finance Department, 808-8788)

- D60. Dedicate in the form of an Irrevocable Offer of Dedication (IOD) in fee title to the City those areas identified on the Tentative Subdivision Map as Open Space Lots E, G, K, Q, T, U, V, W, Y, and median lots Z, AA, BB, CC, EE, FF, GG, HH, II, JJ, KK. Create, or annex the project area to the appropriate Landscape Maintenance District, create and fund an endowment, or other financing mechanism acceptable to the City, prior to recordation of the Final Map for the purpose of landscape maintenance of all dedicated lots, sidescape easements, cross gutters, median inlets, drains, and vegetative swales. Design and construct landscaping, irrigation and masonry walls (or wood fences) in dedicated easements or rights of way, to the satisfaction of the Department of

Public Works, Parks Planning, Design and Services (PPDS). Acceptance of any required landscaping, irrigation and walls or fences by the City into the Landscape Maintenance District shall be coordinated with the Department of Finance (Public Improvement Financing) and PPDS. The Developer (or Project HOA) shall maintain the landscaping, irrigation and walls for two years or until acceptance by the City into the District (whichever is less). The two year period shall begin following the issuance of a notice of completion by the City for the landscaping, irrigation and walls or fences;

- D61. **Maintenance District:** The Applicant shall initiate and complete the formation of a parks maintenance district (assessment or Mello-Roos special tax district) to fully fund the maintenance costs of the parks on Lots P and X, annex into an existing maintenance district that fully funds maintenance costs, or otherwise mitigate the project's impact on the City's park system to the satisfaction of the City Attorney. The Applicant shall pay all city fees for formation of a parks maintenance district. (Contact Finance Department, Public Improvements Financing Division, Special Districts Project Manager.) In assessment districts, the cost of neighborhood park maintenance is equitably spread on the basis of special benefit. In special tax districts, the cost of neighborhood park maintenance is spread based upon the hearing report, which specifies the tax rate and method of apportionment.

PPDS: Parks (Mary de Beauvieres, Parks & Recreation, 808-8722)

- D62. **Park Dedication – IOD:** Pursuant to Sacramento City Code Chapter 16.64 (Parkland Dedication) the applicant shall provide on City's form an irrevocable offer of dedication (IOD) of the parks sites identified on the tentative map as Lots P and X, comprising 13.4+/- net acres and 1.1+/- net acres, respectively. At the time of delivery of the IOD, the applicant shall (1) provide to City a title report demonstrating that it holds full and clear title to Lots P and X, including all interests necessary for maintenance and access; (2) provide a Phase 1 environmental site assessment of Lots P and X; (3) if the environmental site assessment identifies any physical conditions or defects in Lots P and X which would interfere with its intended use as a park, as determined by PPDS in its sole discretion, applicant shall complete a supplemental assessment and remedy any such physical condition or defect, to the satisfaction of PPDS; and (4) take all actions necessary to ensure that Lots P and X are free and clear of any wetland mitigation, endangered or threatened animal or plant species, sensitive habitat or other development restrictions. The applicant shall be solely responsible, and at its sole cost, for any required mitigation costs or measures associated with Lots P and X.
- D63. **Payment of In-lieu Park Fee:** Pursuant to Sacramento City Code Chapter 16.64 (Parkland Dedication) the applicant shall pay to City an in-lieu park fee in the amount determined under SCC §§16.64.040 and 16.64.050 equal to the value of land prescribed for dedication under 16.64.030 and not satisfied by

dedication. (See Advisory Note).

- D64. **Improvements:** The applicant shall construct the following public improvements prior to and as a condition of City's acceptance of the park lot(s):
- a. Full street improvements for Lot(s) P and X including but not limited to curbs, gutters, accessible ramps, street paving, streetlights, and sidewalks; and improved surface drainage through the site.
 - b. A concrete sidewalk and vertical curb along all street frontages that open onto Lots P and X. The sidewalk shall be contiguous to the curb (attached) for neighborhood parks and separated from the curb (detached) for community parks unless otherwise approved by PPDS.
 - c. Post and cable fencing or other appropriate fencing as identified for the perimeter of the Urban Farm in the *New Brighton PUD Guidelines* between Lot P and Lot N and between Lot P and Lot O as approved by PPDS. Refer to PPDS Post and cable detail and specification if no other fence design is employed.
 - d. A twelve inch (12") storm drain stub and six inch (6") sanitary sewer stub to the back of the sidewalk at Lot P and Lot X at a location approved by PPDS for future service. Number of stubs and locations to be approved by PPDS. Storm drain and sewer stubs are to be marked with a 3' high, white 4" x 4" post indicating stub or service location.
 - e. One water tap for irrigation, one water tap for domestic water, and electrical and telephone service to Lot X, quantity and location as approved by PPDS. The irrigation water tap shall be 2-1/2 inches for park lots less than 4 acres in size; and the domestic water tap shall be 1 inch. Water taps and telephone and electrical services shall be marked with a 3' high, white 4" x 4" post indicating stub or service location. For Lot P, a non-potable well shall be drilled for irrigation purposes and a pump house constructed, one water tap for domestic water, and electrical and telephone service to Lot P shall be provided, with the quantity and location as approved by PPDS. The well design shall be subject to the review and approval of PPDS.
 - f. A ten-foot (10') wide driveway into Lot P and Lot X at a location approved by PPDS. The driveway is to provide future maintenance access to the park.
 - g. Due to a history of mining, a geotechnical engineer and arborist report for Lots P and X shall be subject to the review and approval of PPDS. The report(s) shall evaluate the depth and quality of the soil on Lots P and X needed to sustain park landscaping and support typical park improvements. Recommendations shall be incorporated into the Grading Plan for the project. The Applicant shall rough grade Lots P and X as required by City Code to

provide positive drainage as approved by PPDS.

- D65. **Site Plan:** The applicant shall submit a site plan and electronic file showing the location of all utilities on the park/parkway sites to the PPDS for review and approval.
- D66. **Design Coordination for PUE's and Facilities:** If a 12.5 foot public utility easement (PUE) for underground facilities and appurtenances currently exists or is required to be dedicated adjacent to a public street right-of-way contiguous Lots P and X or an existing park site, the applicant shall coordinate with PPDS and SMUD regarding the location of appurtenances within the PUE to minimize visual obstruction in relation to the park(s) and to best accommodate future park improvements. The applicant shall facilitate a meeting(s) with SMUD and PPDS prior to SMUD's facilities coordinating meeting for the project.
- D67. **Multi-Use Trail:** A multi-use trail and adjacent landscaping shall be dedicated and constructed as specified below and in compliance with the PPDS "Multi-Use Trail Design Guidelines" available by contacting PPDS.
- a. Location and width of trail: A twelve foot wide multi-use trail shall be constructed to follow the power line corridor running in a generally northwesterly / southeasterly direction in the southwest quadrant of the project site (through Lots P, O and N), and along the southern boundary of Lots N, L and K, and the northern part of Lot F to connect to South Watt Avenue. The trail system shall facilitate off-street access between the elementary school, urban farm, community park, and power line corridor trail system.
 - b. The multi-use trail shall be dedicated as a recreation easement (except on Lot P where no trail dedication shall be required) as approved by PPDS. At the time of dedication, the applicant shall (1) take all actions necessary to convey to and vest in the City full and clear title to the multi-use trail, including all interests necessary for maintenance and access; (2) provide a title report and title insurance insuring that clear title in fee is vested in the City at the time of dedication; (3) provide a Phase 1 environmental site assessment of the multi-use trail; (4) if the environmental site assessment identifies any physical conditions or defects in the multi-use trail that would interfere with its intended use as a multi-use trail, as determined by PPDS in its sole discretion, applicant shall complete a supplemental assessment and remedy any such physical condition or defect, to the satisfaction of PPDS; and (5) take all actions necessary to ensure that the multi-use trail is free and clear of any wetland mitigation, endangered or threatened animal or plant species, sensitive habitat or other development restrictions. The applicant shall be solely responsible, and at its sole cost, for any required mitigation costs or measures associated with the multi-use trail.
 - c. The applicant shall submit and obtain PPDS approval of the alignment and design of the multi-use trail prior to submitting improvement plans for the trail.

- d. The proposed multi-use trail shall comply with Class I bike trail standards, including regulatory signage, as defined in Chapter 1000 of State Department of Transportation Highway Design Manual. The trail shall be 12' of asphalt concrete paving, with clear, graded shoulders that are a minimum of 2' in width. Shoulders should be decomposed granite or an alternate material approved by PPDS. Pavement sections shall be determined by a geotechnical engineer's soil report and shall be as recommended by the report findings, but in no event less than 3" asphaltic concrete over 6" min of aggregate base, with a centerline stripe (refer to PPDS Trail detail and specification).
- e. Vehicular access controls shall be placed at the entrance to all access points to the trail (refer to PPDS details and specifications for approved designs).
- f. Wherever possible and as approved by PPDS and the Department of Utilities, multi-use trails shall be designed as joint-use with utility service roads utilizing the service roads aggregate base as the trail's aggregate base course. Applicant shall design the pavement to meet all required design loads.
- g. Where a multi-use trail is located adjacent to any embankment with a greater than 4:1 slope, the Applicant shall, at his expense, install a post-and-cable fence along the top of the embankment, between the embankment and the multi-use trail.
- h. The Applicant shall disclose the location of the planned multi-use trail to all future/potential owners of parcels within the subdivision.
- D68. **Park Master Plan Preparation:** Applicant shall prepare park master plans for the two public parks. The park master plans shall include the design and all associated calculations for the site's LID features and shall be prepared to the satisfaction of PPDS. The park master plan shall be approved by the PPDS, the Parks and Recreation Commission and City Council. The park master plans shall be designed to the appropriate neighborhood or community park standard as outlined in Table 18 of the City of Sacramento Parks and Recreation Master Plan 2005-2010 and as determined by PPDS. Park design shall comply with Crime Prevention through Environmental Design (CPTED) principles.
- D69. **Turnkey Park Development:** If the Applicant desires to construct a turnkey park, the Applicant shall notify PPDS in writing and shall enter into a City standard turnkey park construction agreement to construct the park improvements to the satisfaction of the City's PPDS. The park construction agreement shall address (1) the preparation and approval of the park design and improvement plans, (2) time for completion of the park (or of each phase of the park if the park is not to be completed in one phase) as a function of build-out of the subdivision or issuance of occupancy permits, (3) any credits to be awarded to the applicant against the City's Park Development Impact Fee (PIF)

that would be payable as a condition of issuance of building permits for the dwelling units to be constructed in the subdivision, (4) maintenance of all improvements to be accepted into the park maintenance financing district for a minimum of one year and until a minimum of 50% of the residential units to be served by the park have received occupancy permits, unless the City agrees to accept park maintenance into the District at an earlier date. The one-year maintenance period shall begin following the issuance by the City of a notice of completion for the improvements.

- D70. **Private Facility Credits:** City Code Chapter 16.64, Sections 16.64.100, 110 and 120 address granting of private recreation facility credits. The city may grant credits for privately owned and maintained open space or local recreation facilities, or both, in planned developments as defined in Section 11003 of the Business and Professions Code, condominiums as defined in Section 783 of the Civil Code, and other common interest developments. Such credit, if granted in acres, or comparable in lieu fees, shall not exceed twenty-five (25) percent of the dedication or fees, or both, otherwise required under this chapter and no more than five percent per category of open space or recreational facilities described in this Chapter under 16.64.100. Should the applicant request City consideration of private facility credits for the community center on Lot O or N, the Urban Farm, the procedure outlined in 16.64.120 shall be followed.

FIRE: (King Tunson, Fire Department, 808-1358)

- D71. All turning radii for fire access shall be designed as 35' inside and 55' outside.
- D72. Roads used for Fire Department access shall have an unobstructed width of not less than 20' and unobstructed vertical clearance of 13'6" or more.
- D73. Fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be surfaced so as to provide all weather driving capabilities. CFC 503.2.3
- D74. Provide the required fire hydrants in accordance with CFC 508 and appendix C, Section C105.
- D75. Provide secondary access. The chief is authorized to require two means of access for sites serving 40 or more dwelling units and/or when it is determined by the chief that access by a single road might be impaired by vehicle congestion. CFC 503.1.1
- D76. Roads used for Fire Department access that are less than 28-feet in width shall be marked "No Parking Fire Lane" on both sides; roads less than 36-feet in width shall be marked on one side.
Street sections B,C,E,F, and I, do not meet this requirement. Provide the medians located on Aspen Promenade and Rock Creek Parkway with 2 feet of

mountable curb. This will enable a fire apparatus to have a 20 foot clear access road.

MISCELLANEOUS

- D77. Meet all conditions of the development agreement;
- D78. Title to any property required to be dedicated to the City in fee shall be conveyed free and clear of all rights, restrictions, easements, impediments, encumbrances, liens, taxes, assessments or other security interests of any kind (hereafter collectively referred to as "Encumbrances"), except as provided herein. The applicant shall take all actions necessary to remove any and all Encumbrances prior to approval of the Final Map and acceptance of the dedication by City, except that the applicant shall not be required to remove Encumbrances of record, including but not limited to easements or rights-of-way for public roads or public utilities, which, in the sole and exclusive judgment of the City, cannot be removed and/or would not interfere with the City's future use of the property. The applicant shall provide title insurance with the City as the named beneficiary assuring the conveyance of such title to City;
- D79. Form a Homeowner's Association. CC&R's shall be approved by the City and recorded assuring maintenance of all private alleys, median landscaping, curb drain inlets, cross gutters, vegetative swales, drains in medians, and any furniture or facilities within medians to the satisfaction of the Department of public Works and Finance Department.

ADVISORY NOTES:

The following advisory notes are informational in nature and are not a requirement of this Tentative Map:

1. If unusual amounts of bone, stone, or artifacts are uncovered, work within 50 meters of the area will cease immediately and a qualified archaeologist shall be consulted to develop, if necessary, further mitigation measures to reduce any archaeological impact to a less than significant effect before construction resumes. A note shall be placed on the final improvement plans referencing this condition;
2. Trunk sewer design and construction may be reimbursed by SASD under the terms of a Reimbursement Agreement. Collector sewer design and construction may qualify to participate in future reimbursement (as in-lieu fee) from adjacent landowners. Prior to initiating design of any sewer facility, contact SASD for details. It will be necessary to schedule a meeting to discuss reimbursement requirements with appropriate SASD staff prior to any design. Failure to strictly comply with the provisions of the District Ordinances may jeopardize all sewer

reimbursement.

3. Developing this property will require the payment of sewer impact fees. Impact fees shall be paid prior to filing and recording the Final Map or issuance for Building Permits, whichever is first. Applicant should contact the Fee Quote Desk at (916) 876-6100 for sewer impact fee information.
4. Prior to occupancy within the subject area, all sanitary sewer, storm drainage, water, and floods control improvements shall be in place, fully functioning, and a notice of completion shall be issued by Public Works.
5. Many projects within the City of Sacramento require on-site booster pumps for fire suppression and domestic water systems. Prior to design of the subject project, the DOU suggests that the applicant request a water supply test to determine what pressure and flows the surrounding public water distribution system can provide to the site. This information can then be used to assist the engineers in the design of the on-site fire suppression system.
6. All public facilities shall be designed and constructed per City standards and procedures and approved by the DOU prior to acceptance of maintenance responsibilities.
7. Per Sacramento City Code, water meters shall be located at the point of service which is located at the back of curb for separated sidewalks or the back of walk for connected sidewalks. Care should be taken in the design stage to ensure that the water meters are not placed in the LID facilities (tree planters, swales, rain gardens, and etc.).
8. As per City Code, acreage within an existing or proposed drainage area, easement, public right-of-way, or areas with 10% and greater slopes shall not receive parkland dedication credit. Quimby parkland credit can be granted only to "buildable acres."
9. As per City Code, the applicant will be responsible to meet his/her obligations regarding:
 - a. Title 16, 16.64 Park Dedication / In Lieu (Quimby) Fees, due prior to approval of the final map. The Quimby fee due for this project is estimated at \$2,177,650. This is based on 482 single family residential units and 883 multi-family residential units and an average land value of \$115,000 per acre for the Community Plan Area, plus an additional 20% for off-site park infrastructure improvements, less acres in land dedication. Any change in these factors will change the amount of the Quimby fee due. The final fee is calculated using factors at the time of payment.
 - b. Title 18, Title 18, 18.44 Park Development Impact Fee, due at the time of

issuance of building permit. The Park Development Impact Fee due for this project is estimated at \$5,917,706. This is based on 482 single family residential units at \$5,814 each, 883 multi-family residential units at \$3,426 each and 222,000 square feet of commercial space at \$0.41 per square foot. Any change in these factors will change the amount of the PIF due. The fee is calculated using factors at the time that the project is submitted for building permit.

c. Community Facilities District 2002-02, Neighborhood Park Maintenance CFD Annexation.

10. The Developer shall be responsible for maintenance (weed abatement) of IOD Lots P and X until the time that the City records acceptance of the IOD.
11. The applicant shall include in the environmental document for this project a list of proposed park improvements as provided by PPDS.
12. Prior to issuance of building permits, the applicant shall pay fair share contribution toward the development of the high occupancy vehicles (HOV) lanes on US-50 from Watt Avenue to Howe Avenue.
13. Prior to issuance of the first building permit, the applicant shall have a transportation management plan approved by the City that provides for transit connectivity to light rail and/or hi-bus transit service. The plan shall include a funding component for transit service operations. However, this condition shall not apply if the project site has been included in a new special district formed to help finance transit connectivity improvements and services to light rail and/or hi-Bus from within the Aspen 1 project area, or annex to an existing special district for the same purpose, or the applicant has otherwise provided financing for such transit connectivity to the City's satisfaction.
14. Advisory Note: It is contemplated that the Applicant and/or the Project's HOA may seek to enter into a Public Improvement Maintenance and Reimbursement Agreement with the City, whereby the Applicant and/or the Project's HOA would administer the maintenance of the public parks and other public open space areas and/or facilities. If the Applicant and/or the Project's HOA were to enter into such an agreement with the City, the Applicant and/or the Project's HOA would have the option to elect to both fund these costs and seek reimbursement from the Maintenance District, or to fund these costs and not seek reimbursements. If the Applicant and/or the Project's HOA were to elect to fund these costs and not seek reimbursement, the Maintenance District would only be permitted to levy special taxes or assessments to collect funds for those costs not ultimately funded by the Applicant or the Project's HOA.) (Finance Department)

E. The **Site Plan Review** to subdivide ±232.3 acres **is approved** subject to the following Conditions of Approval:

E1. Subsequent development requests shall be subject to Site Plan and Design Review consistent with the requirements of the Aspen 1 PUD Guidelines.

Table of Contents:

Exhibit A – Master Parcel Map

Exhibit B – Tentative Parcel Map Sheet 1

Exhibit C – Tentative Parcel Map Sheet 2

TENTATIVE SUBDIVISION MAP ASPEN 1-NEW BRIGHTON SPD (PUD)

CITY OF SACRAMENTO, CALIFORNIA

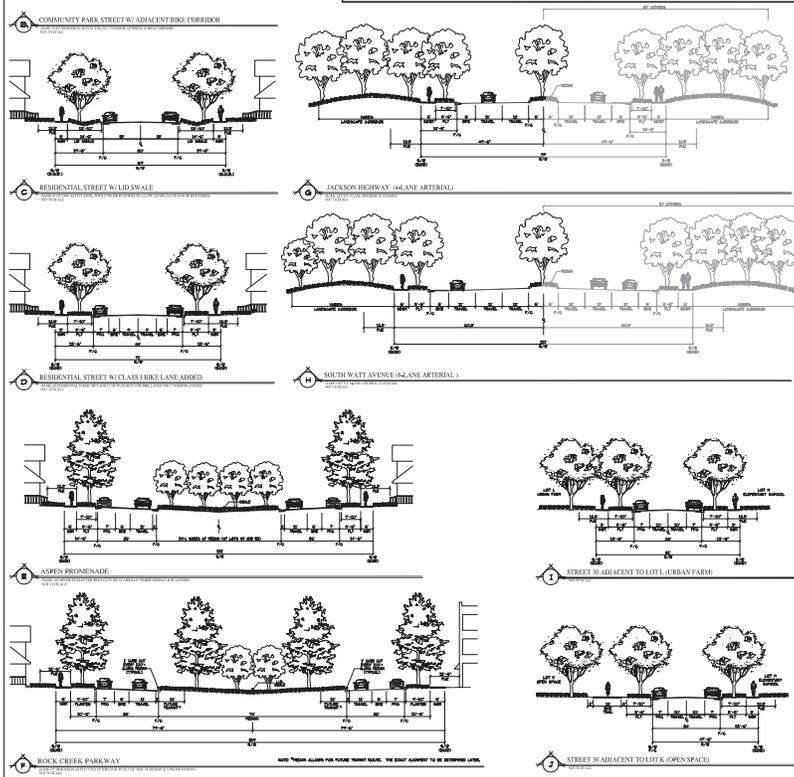
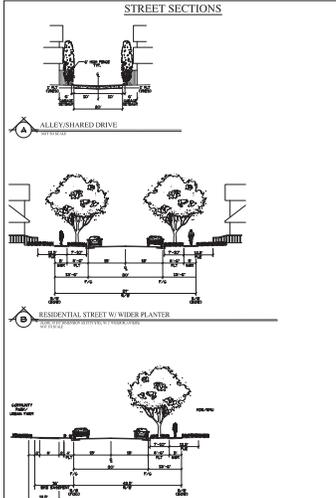
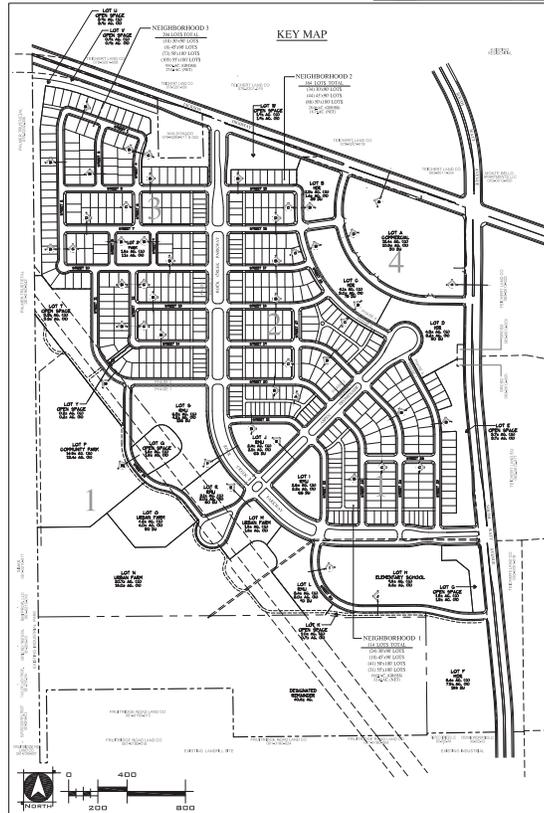
AUGUST 17, 2009
(REVISED JUNE 8, 2010)
(REVISED JULY 7, 2010)
SHEET 1 OF 6



PROJECT NOTES

NOTES

1. REFER TO THE TENTATIVE SUBDIVISION MAP FOR THE LOCATION OF THE TENTATIVE SUBDIVISION MAP.
2. THIS IS AN APPLICATION FOR A DEVELOPMENT PERMIT.
3. A 10' FOOT BUFFER ABOUT EVERY 10' IS REQUIRED TO BE MAINTAINED AS AN OPEN SPACE TO BE MAINTAINED AS A BUFFER TO THE ADJACENT PROPERTY.
4. ALL EXISTING UTILITIES TO BE REMOVED AND ALL NEW UTILITIES TO BE INSTALLED.
5. ALL EXISTING UTILITIES TO BE REMOVED AND ALL NEW UTILITIES TO BE INSTALLED.
6. THE AREA IS PROPOSED TO BE DEVELOPED AS A RESIDENTIAL DEVELOPMENT.
7. THIS DEVELOPMENT IS PROPOSED TO BE DEVELOPED AS A RESIDENTIAL DEVELOPMENT.
8. REFER TO THE TENTATIVE SUBDIVISION MAP FOR THE LOCATION OF THE TENTATIVE SUBDIVISION MAP.
9. REFER TO THE TENTATIVE SUBDIVISION MAP FOR THE LOCATION OF THE TENTATIVE SUBDIVISION MAP.
10. REFER TO THE TENTATIVE SUBDIVISION MAP FOR THE LOCATION OF THE TENTATIVE SUBDIVISION MAP.



LEGEND

- BOUNDARY
- PROPOSED RIGHT OF WAY
- PROPOSED LOT LINE
- PROPOSED CENTERLINE
- BUREAU EASEMENT
- PROPOSED TOP OF SLOPE
- PROPOSED TOE OF SLOPE
- PROPOSED PUBLIC UTILITY EXIST.
- PROPOSED I&D.

SHEET INDEX

SHEET NO.	DATE	DESCRIPTION
1	08/17/09	COVER SHEET/KEY MAP/NOTES/SECTIONS
2	08/17/09	TENTATIVE SUBDIVISION MAP
3	08/17/09	BASE LOT TENTATIVE MAP
4	08/17/09	GENERAL PLAN AMENDMENT EXHIBIT
5	08/17/09	KEYING SHEET

ENGINEER'S REVIEW

DATE: _____

BY: _____

WOOD ROGERS ENGINEERS

590 Broadway
2140 1st
Oakland, CA 94612
Tel: 415.434.7400
Fax: 415.434.7401

WOOD ROGERS ENGINEERS
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Meeting Date: 11/3/2015

Report Type: Consent

Report ID: 2015-00962



Title: Voting Authority for the Sacramento Regional Fire/EMS Communications Center CAD Project

Location: Citywide

Recommendation: Pass a Motion authorizing the City Manager or City Manager's designee, to vote, as a member of the Board of the Sacramento Regional Fire/EMS Communication Center (SRFECC) to execute the contract for purchase of a Computer Aided Dispatch System (CAD) and associated hardware, which will require a one-time payment of \$271,656 from the City.

Contact: Christopher Costamagna, Deputy Chief, (916) 808-1604, Fire Department

Presenter: Walt White, Fire Chief, (916)808-1601, Fire Department

Department: Fire

Division: Fire Communications Admin

Dept ID: 12001321

Attachments:

- 1-Description/Analysis
- 2-CAD System Negotiation of Contract with New World Agreement
- 3-CAD System Negotiation of Contract with New World Agreement- Exhibits Only

City Attorney Review

Approved as to Form
Sari Myers Dierking
10/26/2015 3:27:28 PM

Approvals/Acknowledgements

Department Director or Designee: Walt W. White - 10/19/2015 11:51:23 AM

Description/Analysis

Issue Detail: The City of Sacramento is a member agency of the Sacramento Regional Fire/EMS Communications Center (SRFECC). The Computer Aided Dispatch System (CAD) currently in use by SRFECC to dispatch emergency responders to calls for service is functionally obsolete. As a result, on March 28, 2014 a Request for Proposal (RFP), RFP #14-01 Computer Aided Dispatch System and Mobile Data Computer System, was utilized to solicit a vendor that would provide a product to meet criteria established by SRFECC and participating member agencies. A successful vendor was identified and selected to provide a new CAD system to SRFECC. Member agencies need to vote in order to execute a contract with the vendor to purchase this product.

The total cost of the project is \$3,331,985. SRFECC has available funding of \$2.7 million. The portion of the proposed contract not covered by existing SRFECC funds is \$631,985. As a member agency, the City of Sacramento cost share portion of the non-funded amount of the proposed contract is \$271,565. This one-time cost of the new CAD system is in addition to the City of Sacramento's annual fiscal year 2015-16 payment of \$3,438,946 for dispatch service at SRFECC.

Policy Considerations: Approval of the recommendation is necessary to provide the City of Sacramento SRFECC representative the authority to vote to execute the contract to complete the purchase of the necessary updated CAD system that will be used in the dispatching our emergency responders when answering calls for service.

Economic Impacts: None

Environmental Considerations: This report is in regards to administrative activities that will not have a significant effect on the environment, and does not constitute a "project" as defined by the California Environmental Quality Act (CEQA) under Section 15378(b)(2) of the CEQA Guidelines.

Sustainability: Not Applicable

Commission/Committee Action: Not Applicable

Rationale for Recommendation: In order to execute the contract with the successful RFP vendor and move forward with the purchase of the new CAD system, the City of Sacramento along with the additional SRFECC member agencies will need to put forth a vote to award the contract and complete the project.

Financial Considerations: The City's one-time cost share of the purchase of the new CAD system will be required to be paid within 12 months of the execution of the contract for the provision of the new CAD system. The amount of \$271,565 will be included in the FY2016/17 Fire Department budget.

Local Business Enterprise (LBE): Not Applicable

**SOFTWARE LICENSE
AND
SERVICES AGREEMENT**

between

NEW WORLD SYSTEMS CORPORATION

and the

**SACRAMENTO REGIONAL PUBLIC SAFETY
COMMUNICATIONS CENTER**

November __, 2015

RECITATION

This *Software License and Services Agreement* which includes the attached Exhibits (“this **Agreement**”) is between **New World Systems[®] Corporation** (“**New World**”), a Michigan Corporation and **Sacramento Regional Public Safety Communications Center** (“**Customer**”). This **Agreement** sets forth the terms and conditions pursuant to which **New World** will design, deliver, install and integrate the System. The System also includes: (1) furnishing the Licensed Products; and (2) providing certain services described herein to **Customer**.

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Exhibits:

A	Pricing and Payment Schedule: System and Support Services
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C	Project Management, Implementation and Training Support Services
D	System Implementation Plan/GANTT Chart
E	Standard Software Maintenance Agreement (SSMA)
F	Confidentiality Agreements for Third Parties
G	Source Code Escrow Agreement
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K	New World Insurance Requirements
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M	New World Travel Expense Policy
N	Incorporation by Reference of New World's Response to Customer's RFP Software Specifications

DEFINITIONS

The following terms as defined below are used throughout this **Agreement**:

1. “Acceptance of the System”:

Shall occur when all of the conditions set forth in Exhibit J, have been satisfied.

2. “Authorized Copies”:

Except as provided in subparagraph 2.3 of the General Terms and Conditions, the only authorized copies of the Licensed Software and Licensed Documentation are the copies of each application software package defined in this Paragraph. They are:

- (a) the single copy of the Licensed Software and the related Licensed Documentation delivered by **New World** under this **Agreement**; and
- (b) any additional copies made by **Customer** as authorized in subparagraph 2.2 of the General Terms and Conditions.

3. “An Authorized User/Workstation”:

Subject to the number of users specified in Exhibit B-1, any PC workstation that is connected to access the Licensed Software resident on the Computer and that may be logged on to access the programs, interfaces, data, or files created and/or maintained by the Licensed Software.

4. “CAD Workstations”:

A workstation that operates Computer Aided Dispatch Licensed Standard Software.

5. “Change Order”:

Any change to the configuration of the System, whether Hardware System Components and/or Software System Components, which shall be effected in accordance with Exhibit H and listed from time to time on Exhibit I.

6. “Computer”:

The .NET Server(s) to be located at:

*Sacramento Regional Public Safety Communications Center (SRPSCC)
10230 Systems Parkway
Sacramento, CA 95827*

7. ***“Confidential Information”:***

Information disclosed or obtained by one Party in connection with, and during the term of, this **Agreement** and designated as “Confidential” by the Party claiming confidentiality at the time of disclosure. Confidential Information does not include any information which was previously known to the other Party without obligation of confidence or without breach of this **Agreement**, or which is publicly disclosed either prior or subsequent to the other Party’s receipt of such information, or is rightfully received by the other Party from a third party without obligation of confidence.

8. ***“Customer Liaison”:***

A **Customer** employee assigned to act as liaison between **Customer** and **New World** for the duration of this **Agreement**.

9. ***“Daily Rate”:***

The Daily Rate covers all hours worked by a **New World** employee for services outside the scope of this **Agreement**. Hours worked does not include Travel Time.

10. ***“Delivery of Licensed Standard Software”:***

See Section 4 (**New World’s** Obligations to **Customer** Under This Agreement), Paragraph 4.6.

11. ***“Development Software”:***

Standard application software currently under development by **New World** which, if applicable, will be completed and delivered to **Customer** as Licensed Standard Software when available pursuant to the terms of the SSMA, Exhibit E.

12. ***“Hardware System Components”:***

System-related Hardware Components that have been specified by **New World** as part of the System. See Exhibit B-2.

13. ***“Licensed Custom Software”:***

Any software (programs or portions of programs) developed by **New World** specifically for **Customer’s** sole use.

14. ***“Licensed Documentation”:***

New World User Manuals which includes the current specifications for the Licensed Standard Software and other written instructions relating to the Licensed Software (such as Product Bulletins, installation instructions, and training materials).

15. ***“Licensed Products”:***

The Licensed Software, the related Licensed Documentation, and the Authorized Copies of the foregoing.

16. ***“Licensed Software”:***

The Licensed Standard Software, Development Software, Upgrades, and Licensed Custom Software provided under this **Agreement**.

17. ***“Licensed Standard Software”:***

The current version of **New World** standard and development application software package(s) (in machine readable code) listed in Exhibit B-1, including Third Party Vendor software embedded therein.

18. ***“Peripheral Hardware”:***

The System-related Hardware Components set forth in Exhibit B-2.

19. ***“Servers”:***

The System-related Hardware Components set forth in Exhibit B-2.

20. ***“Installation of Licensed Standard Software”:***

Installation of the Licensed Standard Software shall be deemed to occur when all Licensed Standard Software has been loaded into a **Customer** server or computer.

21. ***“Software System Components”:***

System-related software, consisting of **New World** Licensed Software, including any software from a Third Party Vendor that is embedded therein.

22. ***“SSMA”:***

The Standard Software Maintenance Agreement that is set forth in Exhibit E.

23. ***“System”:***

All Hardware System Components and all Software System Components.

24. ***“Third Party Vendor”:***

Any vendor, other than **New World**, who is providing either Hardware System Components or Software System Components to **Customer** pursuant to this **Agreement**.

25. “Travel Expenses” and “Travel Time”:

- a. Travel Expenses include all actual and reasonable travel expenses incurred by **New World** for trips relating to this project, including but not limited to, airfare, rental car, lodging, mileage, parking/tolls, and daily per diem expenses.
- b. All charges for Travel Expenses shall conform to the Travel Policy that is Exhibit M.

26. “Upgrades”:

Any enhanced and/or improved versions of the Licensed Standard Software provided as Licensed Standard Software under Exhibit B-1 of this **Agreement** and released after the execution of this **Agreement** pursuant to the SSMA Agreement in Exhibit E.

GENERAL TERMS AND CONDITIONS

1. *TIMELINES*

- 1.1 This Agreement is effective on the date it is executed by both **New World** and **Customer** and approved by the Governing Board of **Customer** (“Effective Date”) and shall terminate upon the completion of **New World’s** obligations under this **Agreement**.
- 1.2 Both **Customer** and **New World** shall strictly adhere to the timeline set forth in Exhibit D for the installation and integration of the System and shall strictly adhere to the timeline set forth for each milestone component (e.g. Installation) in Exhibit D, System Implementation Plan/GANTT Chart for that particular milestone component.
- 1.3 Time is of the essence in the performance of each Party’s obligations under this **Agreement**.

2. *SINGLE USE LICENSE*

- 2.1 **New World** grants **Customer** a nontransferable, nonexclusive, and non-assignable license to use the Licensed Software only in accordance with the terms of this **Agreement**. **Customer** shall have the right and license to use, enhance, or modify the Licensed Software only for **Customer’s** own use and only in accordance with the terms of this **Agreement**. **New World** will deliver to **Customer** one (1) copy of each application of the Licensed Software (in machine readable form compatible with the specified operating environment) and one (1) copy of the related Licensed Documentation. If **Customer** fails to pay all license fees specified in Exhibit A and the applicable custom software fees, if any, **Customer** shall forfeit the right and license to use the Licensed Products and shall return them to **New World**.

- 2.2 In order to assist **Customer** in the event of an emergency, **Customer** is permitted to make up to two (2) back-up copies on magnetic media of each application of the Licensed Software and one back-up copy of the related Licensed Documentation. These Authorized Copies may be stored as defined above so long as they are kept in a location secure from unauthorized use. **Customer**, or anyone obtaining access through **Customer**, shall not copy, distribute, disseminate, or otherwise disclose to any third party the Licensed Products or copies thereof in whole or in part, in any form or media. This restriction on making and distributing the Licensed Products or copies of any Licensed Product, includes without limitation, copies of the following:
- (a) Program libraries, either source or object code;
 - (b) Operating control language;
 - (c) Test data, sample files, or file layouts;
 - (d) Program listings; and
 - (e) Licensed Documentation.
- 2.3 Upon written request by **Customer**, and with written permission by **New World**, additional Authorized Copies may be made for **Customer's** internal use only.

3. *OWNERSHIP*

- 3.1 The Licensed Products and all copyright, trade secrets and other proprietary rights, title and interest therein, remain the sole property of **New World** or its licensors, and **Customer** shall obtain no right, title or interest in the Licensed Products, except via the Software Escrow Agreement, as a result of this **Agreement** other than the nonexclusive, nontransferable, non-assignable license to use the Licensed Products as restricted herein.
- 3.2 The license to use any Licensed Custom Software provided under this **Agreement**, if any, is included in this license.
- a. **New World** shall have the right to use any data processing ideas, techniques, concepts, and/or know-how acquired by it in the performance of services under this **Agreement** including the development of Licensed Custom Software for the advancement of its own technical expertise and the performance of other Software License and Service Agreements or any other applicable agreements.
 - b. **Customer** shall receive the benefit of all such use by **New World** pursuant to the SSMA.
- 3.3 All reports, drawings, and other data prepared in connection with the System pursuant to this **Agreement** shall be the property of **Customer**. **New World** shall retain all records and documents related to the System for at least three (3) years after final payment by **Customer**, and shall make all records related to the System available for inspection and audit by authorized representatives of **Customer** at all

reasonable times. **New World** will give **Customer** written notice and opportunity to obtain records related to the System prior to destruction of any such materials.

4. ***NEW WORLD'S OBLIGATIONS TO CUSTOMER UNDER THIS AGREEMENT***

- 4.1 **New World** will perform all of its obligations and provide all services and products to **Customer** as set forth in accordance with the timeline for the Project (see Exhibit D) and the provisions of this Agreement.
- 4.2 **Damage To Customer's Facilities, Building, or Grounds.** **New World** shall repair, or cause to be repaired, at its own cost any and all damage to **Customer's** facilities, buildings, or grounds caused by **New World** or its employees, subcontractors or agents. Such repairs shall be made immediately after becoming aware of the damage.
- 4.3 **New World** shall not remove any **Customer** fixture, or any **Customer** property (real or personal) from **Customer's** premises, nor temporarily nor permanently affix any equipment to **Customer's** premises not specifically required by this **Agreement** without the express written consent of **Customer**.
- 4.4 **New World** shall keep **Customer's** premises reasonably clean of accumulations of rubbish or scrap resulting from the work on the System. Upon Acceptance of the System, **New World** shall leave **Customer's** premises reasonably free from rubbish or scrap material resulting from **New World's** performance under the **Agreement**.
- 4.5 **Legal Requirements.** **New World** will comply with all applicable laws and regulations in the delivery, installation and support of the System under the terms and conditions of this **Agreement**. This **Agreement** is subject to all applicable federal, state, and local laws, ordinances, rules and regulations. Lack of knowledge by **New World** of any such law, ordinance, rule, or regulation shall not constitute a cognizable defense against the legal effect thereof.
- 4.6 Licensed Standard Software will be delivered in either a machine readable form to **Customer** via an agreed-upon network connection, or on appropriate media if requested, as soon as the software is available after the Effective Date. The form of delivery shall be as specified by **Customer**.

5. ***CORRECTION AND SOFTWARE MAINTENANCE ON STANDARD SOFTWARE***

- 5.1 **New World** shall provide software correction service and maintenance for the Licensed Standard Software during the term of **Customer's** SSMA. See Exhibit E for the SSMA start date and term, the services available, and the applicable fees and procedures.

6. *WARRANTIES*

- 6.1 **New World** warrants, for **Customer's** benefit only, that the Licensed Products will perform as specified in the user manuals based on the then-current release of the Licensed Software.
- 6.2 **New World** warrants, for **Customer's** benefit only, that it possesses the necessary intellectual property rights to license to **Customer** the Licensed Standard Software, including any Third Party embedded software, provided pursuant to this **Agreement**.
- 6.3 **New World** warrants, for **Customer's** benefit only, that the items coded "Fully Compliant" in **New World's** Response to **Customer's** RFP will be met as described in Exhibit N.
- 6.4 **New World** warrants that the Licensed Products furnished pursuant to this **Agreement** shall be delivered to **Customer** free of any rightful claim of any third party for infringement of any United States patent or copyright. **Customer** shall notify **New World** promptly of the receipt of any claim that the equipment or software infringes a United States patent or copyright. **New World**, at its own and sole expense, shall defend, indemnify, and hold harmless **Customer**, and **Customer's** Board members, Member Agencies (including Contract Agencies), employees, volunteers, interns, user fire agencies, and agents from, and may settle, any claim, suit, proceeding, or litigation in federal or state court, including any related judgment, judgment costs, damages, attorney's fees or other costs, brought or alleged against **Customer**, or **Customer's** Board members, Member Agencies (including Contract Agencies), employees, volunteers, interns, user fire agencies, or agents, related to any equipment or software provided to **Customer** pursuant to this **Agreement**. **Customer** will provide **New World** information, assistance, and exclusive authority to settle and defend on behalf of **Customer**, at **New World's** sole expense. **Customer** reserves the right to be actively involved in any litigation arising under this Section.

If, in any such suit arising from such claim, the continued use of the equipment and software by **Customer** is enjoined by any court of competent jurisdiction, **New World** shall, at its own and sole expense, either: (a) procure for **Customer** the right to continue using the equipment and software; (b) modify the equipment and software so that it becomes non-infringing; (c) or replace the equipment and software or portions thereof so that it becomes non-infringing. The option chosen by **New World** shall be one that allows **Customer** to resume affected operations at the earliest time from the enjoinderment.

- 6.5 The warranties set forth in 6.1, 6.2 and 6.3 do not apply if the Licensed Product(s) have been modified by any party other than (a) **New World**, or (b) any Third Party Vendor with products or services incorporated into the System.

- 6.6 **EXCEPT AS WARRANTED IN 6.1, 6.2, 6.3 AND 6.4 NEW WORLD EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE LICENSED PRODUCTS, INCLUDING BUT NOT LIMITED TO, THE LICENSED PRODUCTS' CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE.**

7. *CUSTOMER LIAISON AND CUSTOMER RESPONSIBILITIES*

- 7.1 **Customer** and **New World** agree that the Licensed Software is designed to run in a specified operating environment which includes hardware, software and related equipment which has been specified by **New World**. **Customer** is responsible for assuring that the appropriate hardware equipment, related components and all cabling are available and installed timely to facilitate the successful installation of the Licensed Software as set forth in Exhibit D (System Implementation Plan/Gantt Chart). **Customer** shall identify in writing the serial number of the Computer within ten (10) days of receipt of the Computer or within ten (10) days of the Effective Date, whichever is later. If the Computer is to be relocated, **Customer** shall notify **New World** of the new location in writing prior to the relocation, and there shall be no additional fees charged to **Customer** by **New World** as a result thereof, including, but not limited to any additional Software Site License or Transfer License Fees, with the exception of any services requested by **Customer** to effectuate such relocation in accordance with the System Change Order process set forth in Exhibit H.
- 7.2 **Customer** agrees to provide the management interface and support necessary to assist **New World** to successfully complete the implementation of the Licensed Software. This support includes upper level management priority setting and timely involvement during and after a change in **Customer's** organization, **Customer's** operations and/or after changes in **Customer's** internal policies or procedures which directly affect the software implementation.
- 7.3 **Customer** shall assign an upper level employee to serve as the Customer Liaison for the duration of the Licensed Software implementation. Within ten (10) days of the Effective Date, **Customer** shall notify **New World** of the name of the Customer Liaison. Should **Customer** change the designated liaison, **New World** shall be notified in writing. If **Customer** chooses to replace the Customer Liaison, **Customer** will assign a new Customer Liaison in a manner that minimizes disruption to installation of the System. **New World** is not responsible for any delay caused directly or indirectly by the reassignment of the Customer Liaison. In addition to other duties and responsibilities, the Customer Liaison shall:
- (a) provide timely answers to **New World's** requests for information;
 - (b) coordinate a mutually agreeable implementation and training schedule;

- (c) have authority to sign for **Customer**, other than System Change Orders (see Exhibit H), regarding any matters relating to service requests, design documents, performance test documents and/or delivery and service dates;
 - (d) in situations where **Customer** participation is required, provide timely input for systems definition, detail design, and use of the software system.
- 7.4 **Customer** is responsible for creating and maintaining its master files, tables and the like which include accurate data entry, accurate file editing and overall file control to assure successful systems performance.
- 7.5 **Customer** shall provide qualified personnel with sufficient backup to be trained to use the Licensed Software and to interpret the output. Applying the output information in **Customer's** environment is **Customer's** sole responsibility.
- 7.6 After **Customer** has signed off on Final System Acceptance (Exhibit J) and for so long as an SSMA is in place, **Customer** will:
- (a) act as a demonstration site for prospective **New World** customers; and
 - (b) serve as a reference or remote demonstration site via the telephone for prospective **New World** customers.

Notwithstanding the preceding commitments, **Customer** shall not be deemed to endorse **New World** products nor is **Customer** required to participate in any type of marketing or advertising campaign either for or on behalf of **New World**. **New World** may not use **Customer's** name or images or any of its agencies without express permission of **Customer**.

Requests for demonstrations shall be: (a) reasonable in number; and (b) coordinated with the Customer Liaison in advance; and (c) scheduled to minimize any interruption or undue interference with the conduct of **Customer's** standard business operations.

8. *BILLING AND ADDITIONAL AUTHORIZED WORKSTATION CHARGES*

- 8.1 Exhibit A sets forth the manner in which payments shall be made to **New World** under this **Agreement**. Past due amounts are subject to a service charge of .5% per month, which charge **Customer** agrees to pay.
- (a) Any Change Order desired by Customer for services other than those expressly provided in this **Agreement**, shall be processed in accordance with Exhibit H (System Change Order Process).
- 8.2 If **Customer** wishes to add additional Authorized User Workstations or additional Licensed Standard Software, **Customer** shall notify **New World**.

- (a) **Customer** agrees to pay the additional license fees at the then current software prices in effect.
- (b) SSMA fees shall be increased according to the additional Licensed Standard Software fees on the next annual billing date after the additional workstations and/or Licensed Standard Software is added; or as specified in the future contract.
- (c) With said payments, the license provided in Paragraph 2. permits **Customer's** use of the Licensed Software for the specified workstations.
- (d) **Customer** shall pay, if applicable, an additional Authorized User Workstation Fee.

8.3 A tax exemption is claimed by **Customer**. **New World** acknowledges receipt of **Customer's** Tax Exemption Certificate.

9. *NON-RECRUITMENT OF PERSONNEL*

9.1 During, and for a period of twenty-four (24) months after the earlier of (i) the expiration or (ii) the early termination of, the Standard Software Maintenance Agreement and/or any renewal maintenance agreement, each Party agrees not to solicit or hire current or former employees of the other without the other's prior written consent.

10. *CONFIDENTIAL INFORMATION / NON-DISCLOSURE AGREEMENT*

- 10.1 (a) Subject to the requirements of the Freedom of Information Act (FOIA), the California Public Records Act, and/or other comparable applicable state law, each Party shall hold all Confidential Information in trust and confidence for the Party claiming confidentiality and not use such Confidential Information absent express written consent by the Party claiming confidentiality. The other Party agrees not to disclose any such Confidential Information, by publication or otherwise, to any other person or organization.
- (b) **Customer** agrees to timely notify **New World** of any request(s) made for disclosure of confidential information.
- (c) If **Customer** or any of Customer's member agencies receives a request for disclosure of any Confidential Information, pursuant to the California Public Records Act, **Customer** or Customer's member agency shall give notice to **New World** of the request. **New World** shall then have five (5) days from the date it receives such notice to enter into an agreement with **Customer** or Customer's member agency, satisfactory to **Customer's** counsel or counsel for Customer's member agency, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by **Customer** or any of Customer's member agencies

in any legal action to compel the disclosure of such information under the California Public Records Act. **New World** shall have sole responsibility for defense of the actual “Confidential Information” designation of such information.

(d) In the absence of an agreement pursuant to (c) above, **Customer** or any of Customer’s member agencies will comply with the PRA request and **New World** will have no recourse against **Customer** or any of Customer’s member agencies. 10.2 **Customer** hereby acknowledges and agrees that all Licensed Products are Confidential Information and proprietary to **New World**. In addition to the other restrictions set forth elsewhere in this **Agreement** or otherwise agreed to in writing, **Customer** agrees to implement all reasonable measures to safeguard **New World**’s proprietary rights in the Licensed Products, including without limitation the following measures:

- (a) **Customer** shall only permit access to the Licensed Products to those employees who require access and only to the extent necessary to perform **Customer**’s internal processing needs.
- (b) With respect to agents or third parties, **Customer** shall permit access to the Licensed Products only after **New World** has received, approved and returned a fully executed Confidentiality Agreement for Third Parties (see Exhibit F). **New World** reserves the right to reasonably refuse access to a third party after it has evaluated the request. **Customer** agrees to provide information reasonably requested by **New World** to assist **New World** in evaluating **Customer**’s request to permit third party access to the Licensed Products. In addition to any other remedies, **New World** may recover from **Customer** all damages and legal fees incurred in the enforcement of this provision on third party access;
- (c) **Customer** shall cooperate with **New World** in the enforcement of the conditions set forth in the Confidentiality Agreement for Third Parties (see Exhibit F) or any other reasonable restrictions **New World** may specify in writing in order to permit access;
- (d) **Customer** shall not permit removal of copyright or confidentiality labels or notifications from its proprietary materials; and
- (e) **Customer** shall not attempt to disassemble, decompile or reverse engineer the Licensed Software.

10.3 **Customer** agrees that in addition to any other remedies that may be available at law, equity or otherwise, **New World** shall be entitled to seek and obtain a temporary restraining order, injunctive relief, or other equitable relief against the continuance of a breach or threatened breach of this paragraph 10 on Confidentiality and Non-Disclosure.

- 10.4 Notwithstanding any other provision of this Agreement, Confidential Information, received from **New World**, whether received in connection with **New World's** proposal to **Customer** or in connection with this **Agreement**, will be disclosed upon receipt of a request for disclosure, pursuant to FOIA, the California Public Records Act, and/or other comparable applicable state law. If **Customer**, or any **Customer's** Member Agency or user fire agency, receives a request for disclosure of any Confidential Information pursuant to any such law, **Customer**, or **Customer's** Member Agency or user fire agency, shall give notice of the request to **New World**. **New World** shall have five (5) days from the date it receives notice of the request to provide written notice of its objection to the disclosure of any Confidential Information. **New World** shall specify the Confidential Information to which it objects in its written objection. **New World** shall defend, indemnify, and hold harmless (including reimbursement for all costs and attorney's fees) **Customer**, and **Customer's** Member Agencies, user fire agencies, and their respective Board members, employees, volunteers, and agents, from and against any legal action to compel the disclosure of Confidential Information to which **New World** objected. **New World** shall have sole responsibility for defense of the actual "Confidential Information" designation of such information.
- 10.5. **New World** understands and agrees that any failure by **New World** to respond to the notice provided by **Customer**, or any **Customer's** Member Agency or user fire agency, in accordance with the provisions of Paragraph 10.4, above, shall constitute a complete waiver by **New World** of any rights regarding any Confidential Information, and such information shall be disclosed by **Customer**, or **Customer's** Member Agency or user fire agency, pursuant to applicable procedures required by the FOIA, the California Public Records Act, or any other comparable applicable state law.

11. *LIMITATION OF LIABILITY AND RECOVERABLE DAMAGES*

New World's entire liability and **Customer's** exclusive remedies are set forth below:

- 11.1 If **Customer** advises **New World** that any Licensed Software provided under this **Agreement** is not performing in accordance with the warranties set forth in this **Agreement**, **New World** will correct the defect so that it conforms to the warranties in Section 6. of this **Agreement**. If **New World** is unable or unwilling to correct the non-conformity within thirty (30) calendar days, then **Customer** may recover its actual damages subject to the limits set forth in subparagraph 11.2 below. For any other claim arising under or in connection with this **Agreement**, **Customer** may recover its actual damages subject to the limits set forth in subparagraph 11.2 below.
- 11.2 **New World's** total liability to **Customer** for all claims relating to the Licensed Products and this **Agreement**, including any action based upon contract, tort, strict liability, or other legal theory, shall be limited to **Customer's** actual damages and in no event shall **New World's** liability exceed Two Million Seven Hundred Fifty-Five Thousand Nine Hundred Eighty-Five Dollars (\$2,755,985). This limitation of

liability set forth in this subparagraph 11.2 only applies to claims brought against **New World** by **Customer**.

- 11.3 Under no circumstances, will either party be liable for special, incidental, consequential, or punitive damages, including lost profits, even if such party has been advised of the possibility of such damages.

12. *INTEGRATION WITH U.S. COPYRIGHT ACT*

- 12.1 In addition to all other provisions provided under this **Agreement**, **Customer** agrees to be bound by and to comply with any and all provisions of the U.S. Copyright Act (*The Copyright Act of 1976, U.S.C. Sections 101-810 (1976) as amended*). If a provision of the U.S. Copyright Act and this **Agreement** conflict, the more restrictive of the two applies. If it cannot be determined which is the more restrictive, then the provision within this **Agreement** shall apply.

13. *INDEPENDENT CONTRACTOR*

- 13.1 **New World** is an independent contractor. The personnel of one Party shall not in any way be considered agents or employees of the other. To the extent provided for by law, each Party shall be responsible for the acts of its own employees.
- 13.2 Each Party shall be responsible for Workers' Compensation coverage for its own personnel.
- 13.3 Any **New World** staff assigned to the Project, upon request of **Customer**, will be removed by **New World** and replaced with another qualified **New World** employee.

14. *REQUIREMENTS FOR INSURANCE AND BONDS*

New World shall not commence work under this **Agreement** until it has obtained the insurance required under Exhibit K and posted the Performance Bond pursuant to Exhibit L-1 and Exhibit L-2.

15. *DISPUTE RESOLUTION*

Prior to initiating a court action, the parties agree that they will attempt to resolve any dispute or controversy that arises from an alleged breach of this **Agreement** through the use of the following Dispute Resolution Process ("DRP").

Level 1: **New World** and **Customer** shall first meet pursuant to this DRP for the purpose of resolving the dispute or controversy through normal business management practices. The meetings shall be between the Chief Executive Director of **Customer** and Senior leadership (VP level) of **New World**. Either Party may have up to three (3) upper-level managers at this meeting. Provided progress is being made, the Parties shall meet up to two (2) additional times. All meetings shall be in Sacramento County. The Level 1 period shall begin when one Party

gives notice to the other by certified mail that it is entering into this Level 1 procedure to resolve the dispute. Unless otherwise agreed by the Parties, the Level 1 period shall end not later than sixty (60) calendar days after notice has been given.

Level 2: If the parties have completed Level 1 of the DRP without resolving the dispute or controversy **and** both parties agree that mediation would (or could) be helpful, **Customer** and **New World** will enter into a mediation process. Each Party shall bear its own costs in preparing for and conducting mediation, except that the actual cost of the mediator shall be shared equally by the Parties. The mediation process is defined as follows:

The Parties shall select a mutually acceptable mediator to aid the Parties in resolving the dispute or controversy. The mediator shall not be an employee or former employee of either Party. The mediation shall be held at a mutually acceptable location.

Level 3: If compliance with Level 1 (and Level 2 if utilized) have not resulted in a satisfactory resolution of the dispute or controversy, either Party may bring suit in the United States District Court for the Eastern District of California so long as subject matter jurisdiction is met. In the event subject matter jurisdiction for Federal Court is not met, either Party may bring suit in a court of appropriate jurisdiction. The laws of the State of California shall govern in connection with the formation, performance, and the legal enforcement of this **Agreement**. Each Party shall bear the cost of their own legal expenses if Level 3 is used.

16. TERMINATION

16.1 **By Customer:**

If **New World** fails to timely fulfill its obligations related to this **Agreement**, or otherwise violates any provision of the **Agreement**, **Customer** may, at its option, terminate this **Agreement** with written notice to **New World** and proceeding as set forth below.

- (a) The notice shall specify the acts or omissions relied upon as cause for termination.
- (b) **New World** shall have ninety (90) days from receipt of said notice to correct any defects in order to satisfy the terms of this **Agreement**;
- (c) During the ninety (90) day cure period, **Customer** and **New World** shall cooperate and use their best efforts to result in a cure.
- (d) At the end of ninety (90) days unless the termination has been revoked in writing by **Customer**, the **Agreement** terminates.

- 16.2 **By New World:** If **Customer** fails to make full payment to **New World** within thirty (30) days after being invoiced in accordance with the payment schedule (see Exhibit A), or if **Customer** fails to fulfill its responsibilities under this **Agreement**, including but not limited to those outlined in paragraph 7., then **New World** may, at its option, terminate this **Agreement** with written notice as follows:
- (a) The termination notice shall provide a detailed description of the reason for termination;
 - (b) If the cited reason for termination is **Customer's** failure to make prompt payment, **Customer** shall have thirty (30) days from receipt of said notice to make payment in full for all outstanding undisputed invoiced payments due;
 - (c) If the cited reason for termination is **Customer's** failure to fulfill its responsibilities, **Customer** shall have ninety (90) days from receipt of said notice to correct any actual deficiencies in order to satisfy the terms of this **Agreement**;
 - (d) During the applicable cure period, **New World** will use sound management practices and its best efforts to resolve any issues or obstacles – including the reassignment of personnel if necessary to improve the working relationship;
 - (e) At the end of the applicable cure period, unless the termination has been revoked in writing by **New World**, the **Agreement** terminates.
- 16.3 In the event of termination by either Party, **New World** shall continue to provide its services, as previously scheduled, through the termination date and the **Customer** shall continue to pay all fees and charges incurred through the termination date as provided in the attached Exhibit A.
- 16.4 Upon termination, **Customer** shall return to **New World** all Licensed Products, including any copies provided to or created by **Customer** under this **Agreement**.
- 16.5 Nothing in this paragraph on termination is intended to infer that either Party has or does not have a claim for damages, subject to the limitations contained herein.
- 16.6 The Terms and Conditions relating to ownership, warranties, confidentiality and non-disclosure, limitation of liability and recoverable damages, Copyright Act, dispute resolution, indemnification and the Miscellaneous Provisions (19), survive termination.

17. INDEMNIFICATION

- 17.1 **New World** assumes the liability for all losses, claims, damages (including loss of use), expense demands, claims, damages and judgments in connection with or arising out of any injury or damage to property, sustained in connection with, or to have arisen out of the performance of, **New World**, and **New World's** agents,

subcontractors, servants and employees, including losses, expenses or damages sustained by **Customer** and losses, expenses or damages to **New World** or **New World's** subcontractors' vehicles or property. **New World** hereby undertakes and agrees to indemnify, defend and hold harmless the **Customer**, its Board members, Member Agencies (including Contract Agencies), employees, volunteers, interns, user fire agencies, and agents from any and all such losses expenses, damages (including loss of use, judgments, demands and claims), and shall defend any suit or action brought against them, or any of them, based on any alleged injury (including death) or damage (including loss of use) and shall pay all damage, judgments, costs and expenses, including attorney's fees, in connection with said damages, judgments, costs and expenses, including attorney's fees, in connection with said damages and claims resulting therefrom. The foregoing assumption, indemnification, hold harmless and undertaking of defense shall not apply to any loss, damage, expenses, demand, claim or cause of action arising out of allegations that injury/damages were caused by the sole negligence of **Customer**, individually or collectively, or the officers, agents or employees of said **Customer**. The limitation on damages set forth in Section 11 of this Agreement shall not apply to any claims for personal injury, death, or damages brought by a third party.

- 17.2 **Intellectual Property.** **New World** agrees to indemnify, defend, and hold harmless **Customer**, its Board members, Member Agencies, employees, volunteers, interns, user fire agencies, and agents, against any and all claims, liabilities, losses, expenses (including attorneys' fees and legal costs and expenses related to such defense) asserted by any third party against **Customer** to the extent such claims result from an allegation that any component of the software or hardware relative to the System provided by **New World** or any Third Party Vendor, violates a third party's trade secrets, proprietary information, trademark, copyright, patent or other proprietary right, or from the use of any copyrighted or un-copyrighted materials, composition, secret process, patented or unpatented invention, article, software, or appliance furnished or used in the performance of this **Agreement**.

18. NOTICES

- 18.1 Notices to **Customer** shall be deemed effective when sent by Registered or Certified U.S. Mail to the following address of the **Customer**:

Sacramento Regional Public Safety Communications Center
 10230 Systems Parkway
 Sacramento, California 95827
 Attn: Teresa Murray, Chief Executive Director

With a copy to:

Kingsley Bogard LLP
 50 Iron Point Circle, Suite 110
 Folsom, California 95630
 Attn: Robert Kingsley

- 18.2 Notices to **New World** shall be deemed effective when sent by Registered or Certified U.S. Mail to the following address (or to any other address so specified by **New World**):

New World Systems Corporation
 888 West Big Beaver, Suite 600
 Troy, Michigan 48084
 Attention: President

With a copy to:

Bryan Proctor, Vice President and Corporate Counsel
 New World Systems
 888 West Big Beaver Road, Suite 600
 Troy, Michigan 48084

19. *MISCELLANEOUS PROVISIONS*

- 19.1 **Entire Agreement.** This **Agreement** is the entire agreement between the parties and supersedes all other communications, written or oral, between the parties relating to the subject matter of this **Agreement**. This **Agreement** may be amended or modified only in writing signed by both parties.
- 19.2 **Waiver.** Failure to enforce any provision of this **Agreement** shall not be deemed a waiver of that provision or any other provision of this **Agreement**.
- 19.3 **Headers.** The paragraph headings which appear herein are included solely for convenience and shall not be used in the interpretation of this **Agreement**.
- 19.4 **Severability.** Any provision of this **Agreement** determined to be invalid or otherwise unenforceable shall not affect the other provisions, which other provisions remain in full force and effect.
- 19.5 **No Third Party Rights.** This **Agreement** is entered into solely for the benefit of **New World** and **Customer**. No third party shall have the right to make any claim or assert any right under it, and no third party shall be deemed a beneficiary of this **Agreement**.
- 19.6 **Additional Purchases.** Other integrated licensed software and services from **New World** may be purchased by **Customer** under the terms and conditions of this **Agreement**.
- 19.7 **Assignment and Successors.** Neither **New Word** nor **Customer** shall, without the prior written consent of the other Party, assign the benefit of or in any way transfer (including but not limited to, any change in the corporate structure of **New World** due to a Change of Control Event) their respective rights or obligations under this

Agreement. This **Agreement** shall inure to the benefit of and be binding upon the Parties hereto and, except as otherwise provided herein, upon their executors, administrators, successors, and assigns.

A **New World** “Change of Control Event” shall include **New World** making any assignment, asset sale, stock sale, merger, or any other transfer of fifty one percent (51%) or more of **New World’s** assets and/or stock ownership to a third party.

Any transfer by **New World** that qualifies as a Change of Control Event shall expressly require the written consent of **Customer**, which shall not be unreasonably withheld.

- 19.8 **Mutual Drafting.** The Parties acknowledge and agree that the terms and provisions of this **Agreement** have been negotiated and discussed between them, and that this **Agreement** reflects their mutual agreement regarding the subject matter of this **Agreement**. Because of the nature of such negotiations and discussions, neither Party shall be deemed to be the drafter of this **Agreement**, and therefore no presumption for or against the drafter shall be applicable in interpreting or enforcing this **Agreement**.

SIGNATURE PAGE

By signing below, each of us agrees to the terms and conditions of this Agreement which also includes the attached Exhibits. This Agreement contains the complete and exclusive statement of the agreement between us relating to the matters referenced herein and replaces any prior oral or written representations or communications between us. Each individual signing below represents that (s)he has the requisite authority to execute this Agreement on behalf of the organization for which (s)he represents and that all the necessary formalities have been met. If the individual is not so authorized then (s)he assumes personal liability for compliance under this Agreement.

ACKNOWLEDGED AND AGREED TO BY:

NEW WORLD SYSTEMS®
CORPORATION
(New World)

SACRAMENTO REGIONAL PUBLIC SAFETY
COMMUNICATIONS CENTER
(Customer)

By: _____
Larry D. Leinweber, President

By: _____
Authorized Signature Title

By: _____
Authorized Signature Title

Date: _____

Date: _____

**SOFTWARE LICENSE
AND
SERVICES AGREEMENT**

between

NEW WORLD SYSTEMS CORPORATION

and the

**SACRAMENTO REGIONAL PUBLIC SAFETY
COMMUNICATIONS CENTER**

(EXHIBITS ONLY)

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TABLE OF CONTENTS**Exhibits:**

- A Pricing and Payment Schedule: System and Support Services
- B-1 New World Recommended: Licensed Software and Documentation
- B-2 New World Recommended: System Hardware Components and Configuration
- B-3 New World Recommended: Interfaces with System Software
- B-4 New World Recommended: Decision Support System (DSS) Third Party Software License and Implementation Services
- B-5 New World Recommended: System Training Plan
- C Project Management, Implementation and Training Support Services
- D System Implementation Plan/GANTT Chart/Scope of Work
- E Standard Software Maintenance Agreement (SSMA)
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- I System Change Orders
- J-1 System Acceptance: Testing Procedures and Criteria
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- L-1 New World Performance Bond
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- M New World Travel Policy
- N Incorporation by Reference of New World's Response to Customer's RFP Software Specifications

EXHIBIT A
to
SOFTWARE LICENSE AND SERVICES AGREEMENT

PRICING AND PAYMENT SCHEDULE: SYSTEM AND SUPPORT SERVICES

- I. As described in this Agreement, New World shall provide services to Customer at the rate of \$1,600 per day in a 24-hour period (typically eight to twelve hours of work, excluding travel time).

Travel Time includes actual **New World** employee travel time billed at the hourly rate of \$200 per hour up to, but not exceeding, four (4) hours per each trip relating to this Project. Travel time does not qualify as Time Worked.

The first Seventy-Three Thousand Five Hundred Dollars of Travel Expenses and Travel Time is already included in the agreed-upon price of \$2,755,985.

CAD System and Implementation Services plus Warranty Period plus Initial SSMA Period (5 years pre-paid)	\$2,755,985
--	-------------

- A. CAD System (see Exhibits B-1, B-2, B-3 and B-4)
- B. Mobile Applications Software (see Exhibit B-1)
- C. All Custom and Standard Interfaces (see Exhibit B-3)
- D. Implementation, Installation and Integration Services (see Exhibits C and D)
- E. Training (see Exhibits B-4 and B-5)
- F. Third Party Products and Services (see Exhibit B-1)
- G. Performance Bond (see Exhibit L-2)
- H. Initial SSMA Period of Five (5) Years Following Expiration of Warranty Period

- II. Payment Schedule

- | | | |
|----|--|-----------|
| A. | Licensed Standard Software | |
| | 1. Amount invoiced upon Effective Date | \$443,047 |
| | 2. Amount invoiced six months after the Effective Date | \$443,048 |
| B. | Services Contained in Exhibits B-2, B-3, B-4, and C | |
| | 1. Amount invoiced upon completion of Gantt Step 3 -
Approval of Project Plan | \$162,800 |

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2.	Amount invoiced upon completion of Gantt Step 4 - Install the Standard Solution	\$105,000
3.	Amount invoiced upon completion of Gantt Step 6 - Validated Configuration	\$104,000
4.	Amount invoiced upon completion of Gantt Step 8 - Conduct Go-Live	\$250,000
5.	Amount invoiced upon completion of Gantt Step 10 - Close the Project	\$253,000
C.	Third Party Products, Services, and Performance Bond	
1.	Amount invoiced upon delivery	\$233,650
D.	Standard Software Maintenance Services	
1.	Amount invoiced upon the Effective Date	\$761,440

ALL PAYMENTS ARE DUE WITHIN THIRTY (30) DAYS FROM RECEIPT OF INVOICE.

III. SSMA Extension Option:

Customer shall have the right to renew SSMA for a period up to five (5) years after the expiration of the initial SSMA period at annual. The annual amounts for any renewal shall not exceed three percent (3%) over the prior year

IV. **Customer**, at its sole option, may choose to add one or more of the packages described below (also, see Exhibit B-1). The price for each has been pre-negotiated and is “price-locked” for two (2) years from Effective Date. The price for each, if selected, does not include Maintenance or services needed to implement. After the two year “price-lock,” the cost to add the package will increase each year by a percentage equal to the change in the Consumer Price Index for the preceding 12-month period as measured by Western B/C (All Urban Consumers).

A.	New World RMS (Aegis/MSP Fire Records Software Base Package) - 125 Workstations Stations included	\$110,000
B.	Deccan Live MUM Interface	\$52,000
C.	Firehouse Records Interface	\$35,000
D.	School Alarm Interface	\$40,000
E.	Rave Mobile Smart 911 Interface	\$24,000
F.	Folsom Firehouse Interface	\$26,050

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G.	ILP Addressing Range	\$100,000
H.	Associated Calls	\$75,000
I.	Caller "Bread Crumbs"	<u>\$75,000</u>
	TOTAL:	\$537,050

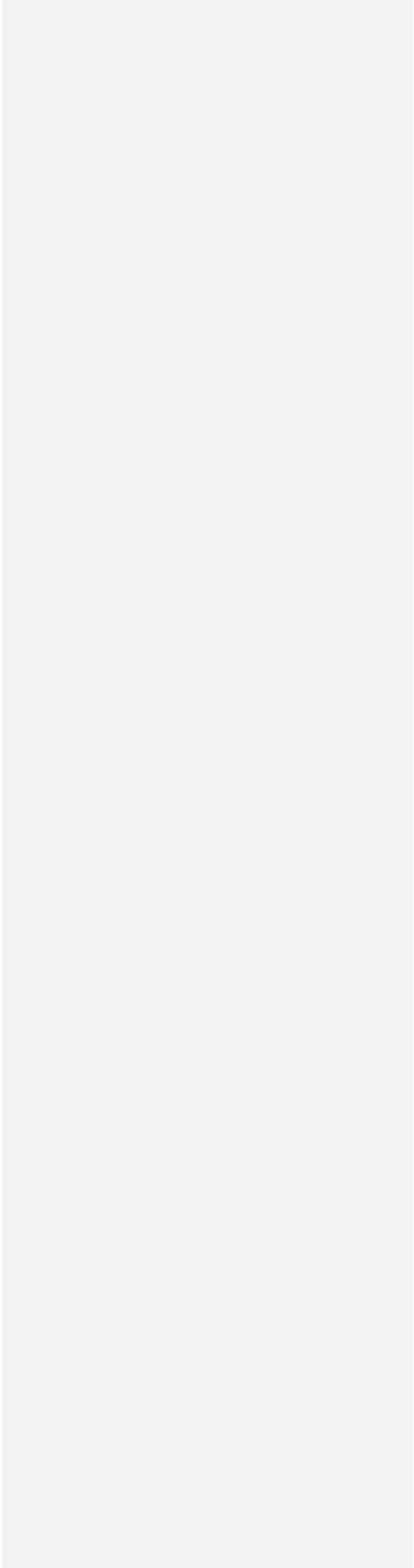


EXHIBIT B-1
to
SOFTWARE LICENSE AND SERVICES AGREEMENT

NEW WORLD RECOMMENDED: LICENSED SOFTWARE AND DOCUMENTATION

CAD

1. Aegis CAD Enterprise.NET Fire/EMS Computer Aided Dispatch Single & Multi-Jurisdictional

- CAD Mapping
- Call Entry
- Call Control Panel
- Unit Recommendations
- Unit Status and Control Panel
- Call Stacking
- CAD Messaging
- Call Scheduling
- Dispatch Questionnaire
- Fire Equipment Search/Fire Equipment Move
- GIS/Geo-File Verification
- Hazard and Location Alerts
- Hazmat Search
- Hydrant Inventory
- Access to Aegis/MSP LE Records
- Access to Aegis/MSP Fire Records
- Note Pads
- Proximity Dispatch (Requires CAD AVL and Mobile)
- Rip-N-Run Remote Printing
- Run Cards/Response Plans

2. Additional Aegis CAD Enterprise.NET Software for Computer Aided Dispatch

- CAD Auto Routing
- CAD AVL
- Web CAD Monitor

3. Aegis CAD Enterprise.NET Third Party Interface Software

- **New World CAD to New World CAD Interface**
- CAD Paging Interface
Supports SNPP, SMTP, Standard TAP, WCTP
- E-911 Interface
- Pictometry Interface
- Encoder Interface
Supports Zetron Models 25, 26, Locution, WestNet First In, Zetron IP-based FSA
- Fire Records and ePCR Interface (one-way interface)
Supports Firehouse (Requires ACS Firehouse CAD monitor, not included), High Plans, Zoll/Sunpro, ImageTrend (Fire Records vendor agrees to use New World's standard format)
- Telestaff Interface (one-way interface; update to staffing in CAD)

DECISION SUPPORT SOFTWARE**4. Fire Management Data Mart (CAD, RMS)**

- Includes 10+ users

Dashboards for Fire Management**FIRE RECORDS****5. Aegis/MSP Fire Records Software Base Package***

- Pre-plans

** The license for the Fire Records module is solely for pre-plan functionality. Customer shall not be entitled to use any other Fire Records functionality without paying additional software license fees. Use of the Fire Records modules for functionality other than pre-plans shall require Customer to pay for the full License and failing to do so shall invalidate Customer's limited license to Fire Records.*

MOBILE SOFTWARE ON THE MSP SERVER**6. Aegis Mobile Integration Software**

- MDT/MCT Base CAD/RMS Interface (500-700 units)
- AVL CAD Interface (501-700 units)

MOBILE MANAGEMENT SERVER

- 7. Aegis Mobile Management Server Software (501-700 units)**
- Base CAD/Messaging
 - New World CAD Interface for Aegis MSP (501-700 units)
 - AVL Interface (501-700 units)

CLIENT SOFTWARE

- 8. Aegis Fire Mobile Unit Software (602Units)**
- Fire CAD via Switch
 - In-Car Mapping
 - In-Car Routing
 - New World AVL

9. Workstation License (No Charge)

Note: Other than for Mobile Software, a Workstation License for up to 65 users is included for the Exhibit B-1 Licensed Standard Software. The Workstation License shall apply to all member agencies of SRPSCC, and all contracting agencies, of the SRPSCC. By way of illustration and not limitation, this includes the following agencies as authorized users:

- *Cosumnes Community Service District Fire Department*
- *Folsom City Fire Department*
- *Sacramento City Fire Department*
- *Sacramento Metropolitan Fire Protection District*
- *Courtland Fire Protection District*
- *Herald Fire Protection District*
- *Walnut Grove Fire Protection District*
- *Wilton Fire Protection District*
- *River Delta Fire District*
- *Isleton Fire Department*

9. Optional Software Additions

- A. New World RMS (Aegis / MSP Fire Records Software Base Package)**
- 125 Workstations Stations included
 - Activity Reporting and Scheduling
 - Investigations
 - Business Registry
 - Hazardous Materials
 - GIS/Geo-File Verification
 - Hydrant Inventory and Inspections
 - Incident Tracking
 - Inspection Tracking
 - Personnel/Education
 - Pre-plans

- Station Activity Log
- BLS/ALS

B. Deccan Live MUM

C. Firehouse Records Interface

D. Folsom Firehouse Interface

Note: Training and Support Services costs as well as Maintenance (SSMA) costs for these optional modules are not included.

E. ILP Addressing Range

F. Associated Calls

G. Caller “Bread Crumbs”

EXHIBIT B-2
to
SOFTWARE LICENSE AND SERVICES AGREEMENT

NEW WORLD RECOMMENDED SYSTEM HARDWARE
COMPONENTS AND CONFIGURATION

Customer will purchase directly, from a vendor other than **New World**, the Hardware recommended by **New World** that is necessary to install and integrate all System Software.

1. Hardware Quality Assurances

While **Customer** is directly purchasing the recommended Hardware for the System, **New World** will install and integrate all System Software onto the Customer provided Hardware components of the System. This includes, by way of illustration and not limitation, **Customer's** Aegis.NET server(s).

Installation and integration services do not include hardware and/or third party product costs which are **Customer's** responsibility. Whenever possible, these services will be provided remotely, resulting in savings in travel expenses and time.

- a. **Hardware Quality Assurance Services (Disaster Recovery Environment):**
Hardware Systems Assurance and Software Installation:
- Assist with High Level System Design/Layout
 - Validate Hardware Configuration and System Specifications
 - Validate Network Requirements, including Windows Domain
 - Configure Disaster Recover (VMware SRM)
 - Install Operating System and Apply Updates
 - Install SQL Server and Apply Updates
 - Install New World Applications Software and Apply Updates
 - Establish Base SQL Database Structure
 - Install Anti-Virus Software and Configure Exclusions
 - Install Automated Backup Software and Configure Backup Routines
 - Configure System for Electronic Customer Support (i.e. NetMeeting)
 - Tune System Performance Including Operating System and SQL Resources
 - Test High Availability/Disaster Recovery Scenarios (if applicable)
 - Provide Basic System Administrator Training and Knowledge Transfer
 - Document Installation Process and System Configuration
- b. **New World Recommended Hardware/Software Configurations for the System:**
- **New World** assures that, provided all of **Customer's** Personal Computers meet the following minimum System Hardware requirements, they will integrate with **New World's** Aegis Products: Microsoft Windows 7 or Windows 8/8.1 Professional, 64-bit with Core i5/i7 Processor and 8GB memory (CAD) or 4GB memory (RMS/MDC). Windows Server 2012 (R2) and SQL Server 2012 are required for the application and database server(s).

- **New World** assures that: **New World** Aegis Licensed Software and Products require being integrated into Server 2012 (R2) and SQL Server 2012 including all required **Customer** Access Licenses (CALs) for applicable Microsoft products being integrated into the System. All Servers will meet minimum hardware requirements provided and recommended by **New World**.
- **New World** assures that: **New World's** Aegis product requires Microsoft Excel or Windows Search 4.0 for document searching functionality; Microsoft Word is required on the application server for report formatting.
- **New World** assures and recommends a 100/1000MB (GB) Ethernet network for the local area network client connectivity and 100MB (GB) Ethernet for server backbone and storage network connectivity.
- Two (2) Dell SQL Servers 2012 (R2)
- Sixty-Five (65) Dell CAD Workstations
- Two (2) Latronix UDS-1100
- Six Hundred (600) AVL Hardware-Permanent mount

2. Message Switch Operating System Assurance

New World shall provide Message Switch Operating System Assurance. These services do not include hardware and/or third party product costs which shall be **Customer's** responsibility, if required. Whenever possible, these services will be provided remotely, resulting in savings in travel expenses and time.

- a. Message Switch Operating System Assurance Services (Disaster Recovery Environment):
 - Operating System Assurance and Software Installation Services:
 - Unpack and Assemble Hardware as Needed
 - Verify Core Hardware Functionality
 - Install and Update AIX Operating System
 - Install and Update Applicable System Manual Pages
 - Set AIX Environment Variables
 - Build System User-IDs and Authorizations
 - Install and Stage Message Handler and Compilers
 - Verify and Allocate Disk Space
 - Mirror Hard Drives and Boot Sequencing
 - Install Customer-Specific Communication Processes
 - Compile New World Message Switch Programs
 - Install Base Message Switch Data Tables
 - Install Automated Process Restart Script(s)
 - Configure Remote Procedure Calls for Disaster Recovery
 - Configure Failover Scripting
 - Install Full System Backup Process
 - Install System Support Scripts
 - Install State Specific Programs and Scripts

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- Install State Specific Data Tables
- Assure Message Switch Operation
- Disassemble, Package and Ship to Customer

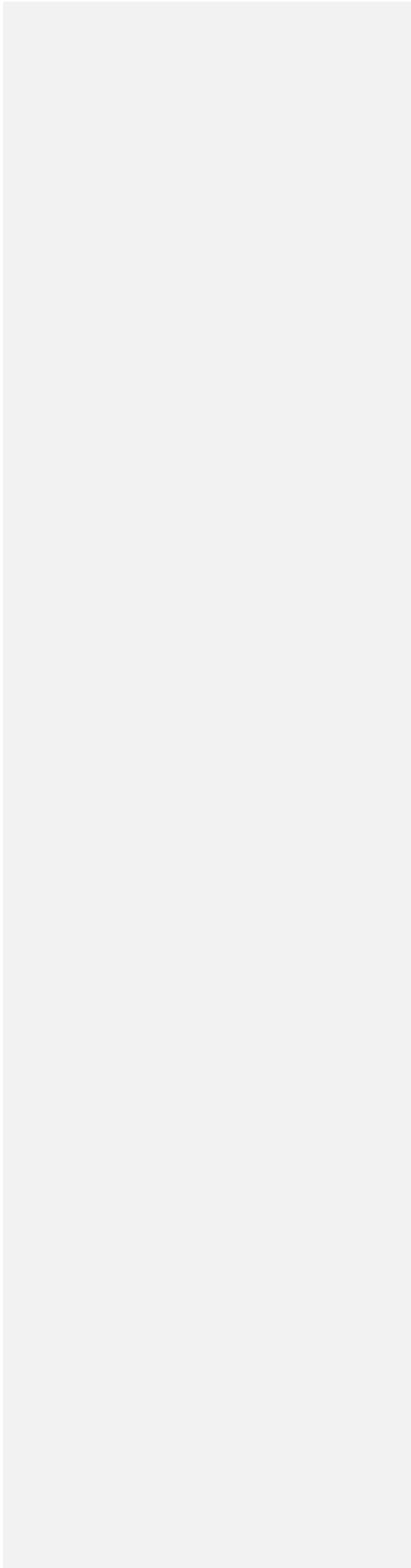


EXHIBIT B-3
to
SOFTWARE LICENSE AND SERVICES AGREEMENT

NEW WORLD RECOMMENDED: INTERFACES WITH SYSTEM SOFTWARE

1. Definition of Project

New World will provide the **Customer** requested Standard Software Enhancements and/or Custom Software as discussed below to address the **Customer's** requirements. **Customer** agrees to cooperate in not making modifications and enhancements too extensive as defined in the 2(b)(I) procedure below.

An analysis and assessment to verify the scope of effort for the project will be conducted. A revised estimate for the modifications / interfaces may be provided at the conclusion of the assessment. **Customer** may elect to cancel or proceed with the modifications / interfaces based on the revised estimate.

Capabilities included in the initial scope:

- a. Standard Software System Enhancements to Exhibit B-1 Licensed Software
 - (1) MDCS Pending and Active Incidents Map Limitation
 - (2) MDCS Logged-in Units Map Limitation
 - (3) Premise History with Custom Report Format
 - (4) Dynamic or Crew Level Cross Staffing
- b. Custom Software System Enhancements

New World is responsible for obtaining technical contacts and/or technical specifications from the third parties involved to create the interfaces listed below:

- (1) Deccan BARB Interface (one-way)
- (2) FDM Fire RMS Interface (one-way)
- (3) Radio Console Motorola Gold Elite Interface (one-way)
- (4) Radio Console Motorola MCC7500 Interface (one-way)
- (5) Third-Party AVL Interface (one-way) (Third Party must route the GPS data)
- (6) Sansio ePCR (one-way)
- (7) Zoll PCR (one-way)
- (8) CAD-to-CAD Interface (NIEM conformant) (two-way)
- (9) Queries to External Systems (two-way)
- (10) Weather System
- (11) ComTech Toning
- (12) Remote Printing Alerting

2. Methodology to Provide Enhancements and/or Custom Software

a. Definition of New World’s Responsibility

This project includes the following activities to be performed by **New World**.

- (1) Review of required features with **Customer**. Only items identified in Paragraph 1 above will be provided in this implementation plan.
- (2) Preparation of Requirements Document (RD) to include:
 - Detailed description of the required feature
 - menu samples
 - screen samples
 - report samples
- (3) Programming and programming test.
- (4) Training, testing and/or other support services at the Daily Rate. Whenever possible, these services will be done remotely, resulting in savings in Travel Expenses and Time. If on-site installation and training is required, **Customer** will be responsible for the actual Travel Expenses and Time.

For modification requiring over seven (7) days of work, **New World** utilizes a design document procedure [see 2(b)(1) below]. For smaller modifications, **New World** uses a Request For Service (RFS) procedure. Both procedures are reviewed with **Customer** at a pre-installation planning meeting. The RFS procedure utilizes a form with a narrative description and supporting documentation if applicable to define the work to be done.

b. Implementation Schedule

<u>Activity</u>	<u>Targeted Time Period</u>
(1) Complete Design Review with Customer Staff. Customer agrees to be reasonable and flexible in not attempting to design the modifications to be more extensive than called for in the scope (cost and schedule) of this project.	To be determined
(2) New World submits completed RD to Customer .	To be determined
(3) RD is accepted and signed off by Customer (no programming will be done by New World until the formal sign-off and Customer’s authorization to proceed in writing).	To be determined
(4) New World completes programming from RD and provides modified software to Customer .	To be determined
(5) Software Modification Acceptance Test based on RD.	To be determined

c. **Customer's Responsibility**

All **Customer** requested changes after RD sign-off must be documented by **Customer** and authorized in writing including potential costs, if any. Additional changes will most likely delay the schedule and may increase the cost.

3. **Optional Software Custom Interfaces**

Prices for these interfaces have been pre-negotiated and are "price-locked."

- a. School Alarm Interface
- b. Rave Mobile Smart 911 Interface

EXHIBIT B-4
to
SOFTWARE LICENSE AND SERVICES AGREEMENT

NEW WORLD RECOMMENDED: DECISION SUPPORT SYSTEMS (DSS) THIRD PARTY SOFTWARE LICENSE AND IMPLEMENTATION SERVICES

New World will integrate into the System and implement all licensed DSS software modules. The implementation will include installation, training, and configuration of DSS modules.

The recommended implementation and training shall include:

- a. One or more consultative session(s) (onsite) with executive command staff to discuss data needs and information requirements for decision making. **Customer** is responsible for ensuring that appropriate command level personnel/decision makers are available for this session.
- b. Solution design and review sessions to document and collaboratively design reporting cubes and dashboards to assist with data needs and decision making as discussed during the consultative session(s). **Customer** sign off will be required on agreed upon requirements of reporting cubes and dashboards.
- c. Installation and configuration of DSS software.
- d. Training session(s) to provide an overview of using each DSS licensed module including basic reporting and dashboard creation and other standard features.
- e. Installation of **Customer** specific reporting cube(s) and dashboard(s) as agreed upon during solution design and review. Enhanced package includes up to 12 reporting cube(s) or dashboard(s).

EXHIBIT B-5
to
SOFTWARE LICENSE AND SERVICES AGREEMENT
NEW WORLD RECOMMENDED: SYSTEM TRAINING PLAN

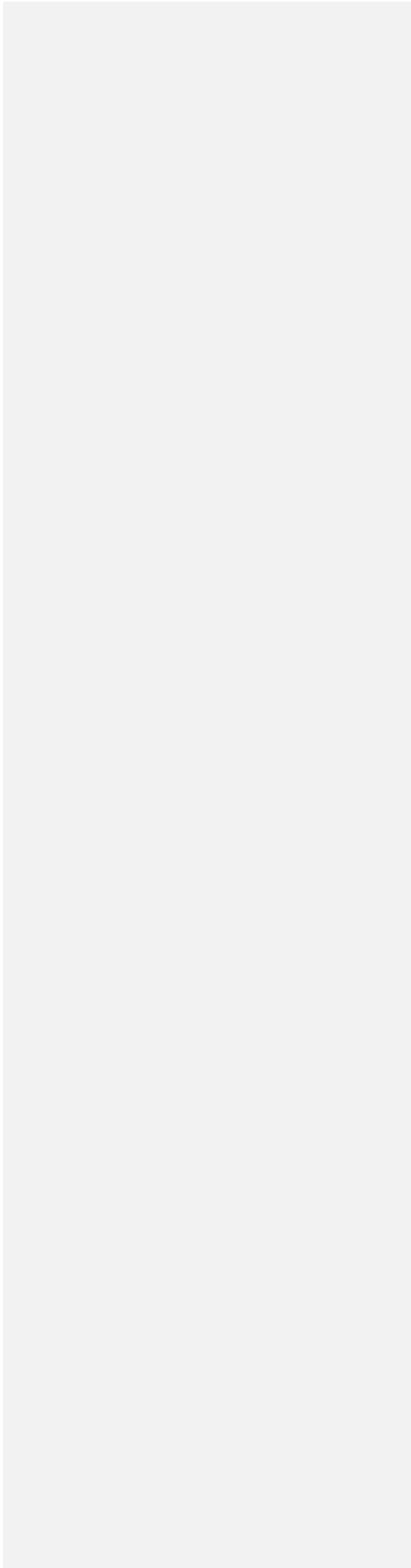


EXHIBIT C
to
SOFTWARE LICENSE AND SERVICES AGREEMENT

**PROJECT MANAGEMENT, IMPLEMENTATION AND
TRAINING SUPPORT SERVICES**

1. Project Management Services

New World shall act as Project Manager to guide and lead **Customer's** management in implementing the System Software set forth in Exhibits B-1, B-3 and B-4 onto the System. This responsibility will include documenting, coordinating and managing the overall System Implementation Plan/Gantt Chart as set forth in Exhibit B-5 and Exhibit D with **Customer's** management and the Customer Liaison. **New World's** responsibility includes, but is not limited to, the installation and integration of the Licensed Software onto the System with **Customer's** assistance. Project Management Services include:

- a. a summary level System Implementation Plan;
- b. a detail level System Implementation Plan;
- c. revised System Implementation Plans (if required);
- d. monthly project status reports;
- e. project status meetings
 - a project review (kickoff) meeting at **Customer's** location
 - progress status meeting(s) will occur during implementation via telephone conference or at **Customer's** location;
 - a project close-out meeting at **Customer's** location to conclude the project;
- f. **New World** consultation with other vendors or third parties;
- g. overall Project system integration services; and
- h. **New World** acknowledges the importance of the retention of key personnel to **Customer** through System Acceptance. Therefore, **New World** shall use its best efforts to retain the key personnel listed below:
 - Tim Morehouse (CAD and Mobil Devices)
 - Bob Rausch (CAD Demonstrations)
 - Britt Wollenweber (GIS Manager)
 - Brian Leary (VP Solution Consulting)
 - Craig Salyers (Interfaces)
 - Craig Nelson
 - Mike Hargrove.

The implementation services fees described in Exhibit A include Project Management fees for a period up to 24 months after the Effective Date, unless there is delay attributable solely to **New World**.

2. Implementation and Training Support Services

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Based on the Licensed Standard Software listed on Exhibit A, up to one hundred fourteen (114) days of **New World** implementation and training support services have been allocated for this project. Excess services requested shall be billed at the Daily Rate. Exhibit D sets forth the System Implementation Plan/Gantt Chart and Exhibit B-5 sets forth the **New World** Recommended: System Training Plan. Implementation and training support services include:

- a. implementation of each package of Licensed Standard Software onto the System;
- b. **Customer** training and/or assistance in testing for each package of Licenses Standard Software;
- c. tailoring of Licensed Standard Software into the System by **New World** technical staff and/or consultation with **New World** technical staff ; and
- d. system testing.

The project management, System implementation and training support services provided by **New World** may be performed at **Customer's** premises and/or at **New World** national headquarters in Troy, Michigan (e.g., portions of project management are performed in Troy).

3. Interface Installation and Other Services

New World shall provide interface System installation services in accordance with Exhibit B-3, **New World** Recommended Software Enhancements/Modifications and/or Custom Software, and as further described in this paragraph below and delivered and installed onto **Customer's** System as set forth on Exhibit D, System Implementation Plan/Gantt Chart. These services will not include hardware and/or third party product costs which shall be **Customer's** responsibility, if required. Whenever reasonably possible, **New World** may perform these services remotely. The services include the following interfaces to the System:

- a. Software System Testing
- b. Systems Assurance (Disaster Recovery Environment)
- c. Fire Mobile Environment
- d. Train the Trainer Classes for Future CAD Users (3 classes)
- e. New World CAD to New World CAD Interface
- f. Web CAD Monitor
- g. CAD Pager Interface
- h. 911 Interface
- i. Pictometry Interface
- j. Encoder Interface
- k. Telestaff Interface
- l. ePCR and Fire Records Interface
- m. GIS Implementation

The following interfaces to the System are at **Customer's** election:

- a. New World Fire RMS Interface
- b. Deccan LiveMUM
- c. Fire House Records Interface
- d. School Alarm Interface
- e. Rave Mobil Smart 911 Interface
- f. Folsom Firehouse Interface

4. GIS System

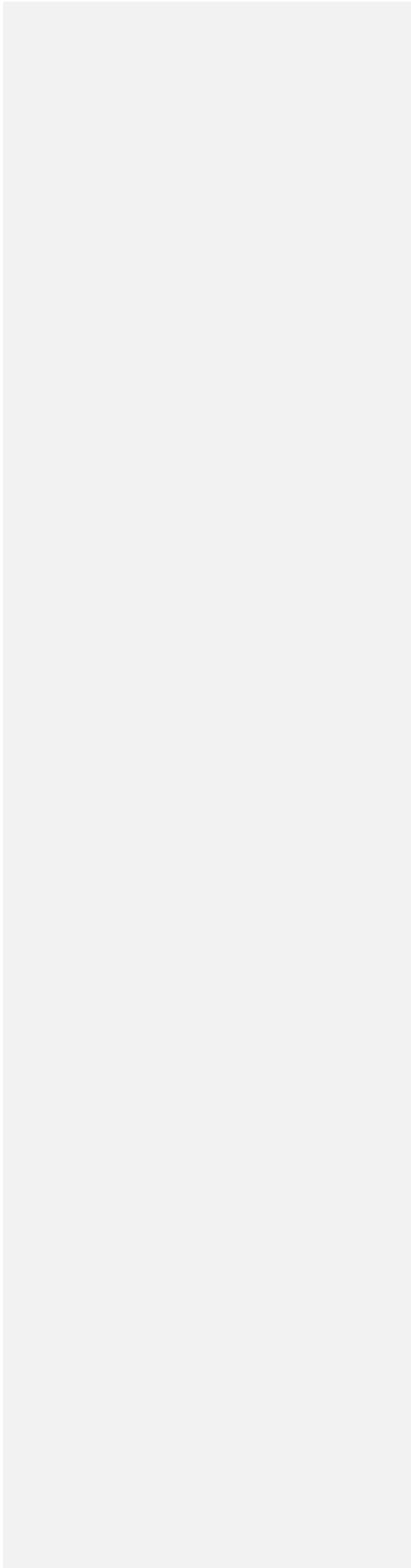
New World's GIS System implementation services are to assist the **Customer** in preparing the New World required GIS data for use with the Licensed Aegis Software and the System. Depending upon the Licensed Software, the **Customer** at a minimum will be required to provide an accurate street centerline layer and the appropriate polygon layers needed for Unit Recommendations and Run Cards in an industry standard ESRI file format (Personal Geodatabase, File Geodatabase, Shape Files). **Customer** is responsible for having clearly defined boundaries for Police Beats, EMS Districts and Fire Quadrants. If necessary, **New World** will assist **Customer** in creating the necessary polygon layers (Police Beats, EMS Districts and Fire Quadrants) for Unit Recommendations and Run Cards. **New World** is not responsible for the accuracy of or any ongoing maintenance of the GIS data used within the Licensed Aegis Software.

5. New World Recommended Software Configurations for the System

- **New World** assures that, provided all of **Customer's** Personal Computers meet the following minimum System Hardware requirements, they will integrate with **New World's** Aegis Products: Microsoft Windows 7 or Windows 8/8.1 Professional, 64-bit with Core i5/i7 Processor and 8GB memory (CAD) or 4GB memory (RMS/MDC). Windows Server 2012 (R2) and SQL Server 2012 are required for the application and database server(s).
- **New World** assures that: **New World** Aegis Licensed Software and Products require being integrated into Server 2012 (R2) and SQL Server 2012 including all required **Customer** Access Licenses (CALs) for applicable Microsoft products being integrated into the System. All Servers will meet minimum hardware requirements provided and recommended by **New World**.
- **New World** assures that: **New World's** Aegis product requires Microsoft Excel or Windows Search 4.0 for document searching functionality; Microsoft Word is required on the application server for report formatting.
- **New World** assures and recommends a 100/1000MB (GB) Ethernet network for the local area network client connectivity and 100MB (GB) Ethernet for server backbone and storage network connectivity.
- Two (2) Dell SQL Servers 2012 (R2)
- Sixty-Five (65) Dell CAD Workstations

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- Two (2) Latronix UDS-1100
- Six Hundred (600) AVL Hardware-Permanent mount



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EXHIBIT D
to
SOFTWARE LICENSE AND SERVICES AGREEMENT

SYSTEM IMPLEMENTATION PLAN / GANTT CHART

New World uses Microsoft Project 2013 as its project management tool for managing tasks, schedules and resources. A sample Microsoft Project Gantt Chart and a sample Project Plan (including Work Breakdown Structure and Resource Groups) are attached. The dates included in the sample Gantt chart and Project Plan are for illustrative purposes only.

The sample Project Plan dates are calculated based on generic assumptions about typical time frames for completing the tasks included in the plan. The actual Project Schedule could differ significantly from the Sample Plan. The dates included in the sample Project Plan are for illustrative purposes only.

An actual project plan with the appropriate tasks and schedule will be determined upon contract signing and more detailed discussions about the project can take place between **Customer** and **New World** staff. The availability of **Customer** resources to perform tasks, final determination of the overall task list, **Customer** schedule constraints (seasonal peak workloads, vacations, holidays, commitments of resources needed to support local events, etc.) and the actual project start date must be determined. A typical implementation project of this size and scope usually spans 18-24 months from contract signing through go live. Based on unique **Customer** circumstances and/or **Customer** resource constraints, the actual project schedule could differ significantly.

Insert Gantt

EXHIBIT E
to
SOFTWARE LICENSE AND SERVICES AGREEMENT

STANDARD SOFTWARE MAINTENANCE AGREEMENT (SSMA)

This Standard Software Maintenance Agreement (SSMA) between **New World** and **Customer** sets forth the agreed-upon software maintenance support services to be provided by **New World**.

1. Warranty Period

New World shall provide **Customer** a no-charge SSMA Warranty Period through March 31, 2017.

2. Initial SSMA Period

This Initial SSMA Period shall be in effect from the Effective Date through the March 31, 2021

3. SSMA Extension Option

Customer may, at its sole election, extend the Initial SSMA Period for up to five (5) additional years at the prices set forth in Exhibit A. If extended, the extension would include each and every service set forth immediately below in Paragraph 4 of this Exhibit.

4. Services Included

New World shall provide the following services during the Warranty Period, the Initial SSMA Period and any SSMA Extension.

- a. Upgrades, including new releases, to the Licensed Standard Software.
 - Prior releases of Licensed Standard Software application packages are supported no longer than nine (9) months after a new release is announced by **New World**.
- b. Temporary fixes to Licensed Standard Software (see paragraph 6 below).
- c. Revisions to Licensed Documentation.
- d. Telephone support for Licensed Standard Software on Monday through Friday from 8:00 a.m. to 8:00 p.m. (Eastern Time Zone).
- e. Invitation to and participation in user group meetings.
- f. Emergency 24-hour per day telephone support for *Aegis* CAD only, seven (7) days per week for Licensed Standard Software. Normal service is available from

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8:00 a.m. to 8:00 p.m. (Eastern Time Zone). After 8:00 p.m., the *Aegis* CAD phone support will be provided via pager and a **New World** support representative will respond to CAD service calls within 30 minutes of call initiation.

- g. Includes the embedded software that is a component of the Exhibit B-1 Licensed Standard Software.
- h. Includes registration for five (5) individual **Customer** participants per year to **New World** Systems' Annual R&D Training Lab to include two (2) nights' stay at the Hotel on specified dates, registration and meals per participant per year. This shall apply to each year in the Warranty Period, the Initial SSMA Period and any SSMA Extension.
- i. **New World** shall use its best efforts to continue to invest increasing amounts of resources in the software and product enhancements provided under this Agreement.

Notes:

- 1. *Items a., b., and c. above will be distributed to Customer by electronic means.*
- 2. *Additional support services are available at the request of Customer at rates to be mutually agreed upon.*

5. Maintenance for Modified Licensed Standard Software and Custom Software

Customer is advised that if it requests or makes changes or modifications to the Licensed Standard Software, these changes or modifications (no matter who makes them) make the modified Licensed Standard Software more difficult to maintain. If **New World** agrees to provide maintenance support for Custom Software or Licensed Standard Software modified at **Customer's** request, or for prior releases of **New World's** software, then the additional **New World** maintenance or support services provided shall be billed at the Daily Rate.

6. Billing

Maintenance costs will be billed upon the Effective Date.

7. Additions of Software to Maintenance Agreement

- a. Additional Licensed Standard Software licensed from **New World** will be added to the SSMA ninety (90) days after delivery at rates consistent with those contained in this **Agreement**.
- b. Costs for the maintenance for the additional software will be billed to **Customer** on a pro rata basis for the remainder of the maintenance year and on a full year basis thereafter.

8. Requests for Software Correction on Licensed Standard Software

If, after Customer has cutover to live production use of the Licensed Standard Software, **Customer** believes that the Licensed Standard Software does not conform to the current specifications set forth in this Agreement and the then-current **New World** user manuals, **Customer** shall notify **New World** by phone, in writing, by email or through the **New World** support website, that there is a claimed defect and specify which feature and/or report it believes to be defective. Documented examples of the claimed defect must accompany each notice. **New World** shall review the documented notice and when system operation, a feature or report, or any other feature or function of the Licensed Standard Software does not conform to the published specifications, **New World** shall provide software correction service at no charge. A custom request for change to Licensed Standard Software to include functionality which is not part of the software design, is handled as a billable Request For Service (RFS) (see Exhibit B – Project Management, Installation and Training Support Services and Fees, paragraph 5).

Customer may submit software enhancement suggestions for **New World** to consider. If **New World**, at its discretion, decides to add a software feature as a result of **Customer's** software enhancement suggestion, the feature will be added as Licensed Standard Software and there will be no additional charge.

During the term of this SSMA, and only after Customer has cutover to live production use of the Licensed Standard Software, **New World** shall furnish error, defect, fault, performance degradation, operation or malfunction correction in accordance with the Priority Categories below, based on **Customer's** determination of the severity of the error defect, fault, performance, operation or malfunction and **New World's** reasonable analysis of the priority of the Error, defect, fault, performance degradation, operation or malfunction.

- (a) **Priority 1:** *An Error, defect, fault, performance degradation, operation or malfunction which renders the Licensed Standard Software inoperative; or causes the Licensed Standard Software to fail catastrophically.*

After initial assessment of the Priority 1 Error, defect, fault, performance degradation, operation or malfunction by a **New World** Call Center analyst, if required, **New World** shall assign a qualified product technical specialist(s) within one (1) hour, to diagnose and correct the Error, defect, fault, performance degradation, operation or malfunction. **New World** shall work continuously to make the correction, and shall provide ongoing communication to **Customer** concerning the status of the correction until the Licensed Standard Software is restored to operational status and confirmed as such by **Customer**. Immediately after notification of the Priority 1 event by **Customer**, **New World** shall offer to **Customer** workaround solutions, including patches, configuration changes, and operational adjustments and reverting to prior version of **New World's** software.

The goal for correcting a Priority 1 event is 24 hours or less.

- (b) **Priority 2:** *An Error, defect, fault, performance degradation, operation or malfunction which substantially degrades the performance of the Software, but does not prohibit **Customer**'s use of the Licensed Standard Software.*

New World shall assign a qualified product technical specialist(s) within four (4) hours, to diagnose and correct the Error, defect, fault, performance degradation, operation or malfunction. **New World** shall work diligently to make the correction, and shall provide ongoing communication to **Customer** concerning the status of the correction until the Licensed Standard Software is restored to operational status and confirmed as such by **Customer**. Immediately after notification of the Priority 2 event by **Customer**, **New World** shall offer to **Customer** workaround solutions, including patches, configuration changes, and operational adjustments and reverting to prior version of **New World**'s software.

The goal for correcting a Priority 2 event is to include a correction in the next Licensed Standard Software release.

- (c) **Priority 3:** *An Error, defect, fault, performance degradation, operation or malfunction which causes only a minor impact on the use of the Licensed Standard Software.*

New World may include a correction in subsequent Licensed Standard Software releases.

Customer may contact the following **New World** resources for management level issue resolution escalation:

Vice President of Professional Services, Sandro Viselli
 Vice President of Product Support, Erin Miller
 Vice President of Product Vision, Brian Leary

The no-charge software correction service does not apply to any of the following:

- a) situations where the Licensed Standard Software has been changed by any party other than **New World**;
- b) situations where **Customer**'s use or operations error causes incorrect, operation, performance, information or reports to be generated; and
- c) requests that go beyond the scope of the Specifications set forth in this Agreement and the then-current User Manuals.

EXHIBIT F
to
SOFTWARE LICENSE AND SERVICES AGREEMENT

CONFIDENTIALITY AGREEMENT FOR THIRD PARTIES

This **Agreement**, when accepted and executed by **New World**, grants the undersigned the permission to use and/or have limited access to certain **New World Systems® Corporation (New World)** proprietary and/or confidential information.

Installed At: **SRPSCC**
Customer Name

Located At: **10230 Systems Parkway**
Sacramento, CA 95827

Authorized Signature of Customer:

Name (Please Print or Type)	Title	Signature

In exchange for the permission to use or have access to **New World** proprietary and/or confidential information, including without limitation, **New World** software and/or documentation, the organization and individual whose names appear below, agree to the following:

1. No copies in any form will be made of **New World** proprietary or confidential information without the expressed written consent of **New World's** President, including without limitation, the following:
 - a) Program Libraries, whether source code or object code;
 - b) Operating Control Language;
 - c) Test or Sample Files;
 - d) Program Listings;
 - e) Record Layouts;
 - f) All written confidential or proprietary information originating from **New World** including without limitation, documentation, such as user manuals and/or system manuals; and/or
 - g) All **New World** Product Bulletins and/or other **New World** Product related materials.

2. **New World** software, **New World** documentation, or other proprietary or confidential information shall not be used for any purpose other than processing the records of the **Customer** identified above as permitted in the **Customer's Standard Software License and Services Agreement** with **New World**.

3. The undersigned agree(s) that this **Agreement** may be enforced by injunction in addition to any other appropriate remedies available to **New World**. If it is determined that the money

damages caused by the undersigned's failure to comply with the foregoing terms are difficult to ascertain, they are hereby estimated at liquidated damages of no less than three times the then-current License Fees for the License Software provided to **Customer** under the *Standard Software License and Service Agreement* between **Customer** and **New World**.

Agreed and Accepted by Third Party
(Organization)

Agreed and Accepted by Third Party
(Individual)

Organization: _____

Individual: _____

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Accepted and Approved by New World
Systems Corp.

By: _____

Title: _____

Date: _____

EXHIBIT G
to
SOFTWARE LICENSE AND SERVICES AGREEMENT

ESCROW OF SOURCE CODE SOFTWARE

So long as **Customer** pays the applicable fees as described in Exhibit AA, **New World** stipulates that the source code for the Licensed Standard Software, together with the related Documentation as it is or becomes available, will be deposited in an escrow account maintained at a suitable Agent pursuant to an agreement between the Agent and **New World** (the “Escrow Agreement”).

New World will from time to time deposit into the escrow account copies of source code for Releases and Versions of the Licensed Standard Software and related Documentation.

New World or **New World’s** trustee in bankruptcy shall authorize the Agent to make and release a copy of the applicable deposited materials to **Customer** upon the occurrence of any of the following events: (i) The existence of any one or more of the following circumstances uncorrected for more than thirty (30) days: entry of an order for relief under Title 11 of the United States Code; the making by **New World** of a general assignment for the benefit of creditors; or action by **New World** under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation; unless within the specified thirty (30) day period, **New World** provides to **Customer** adequate assurances, reasonably acceptable to **Customer** of its continuing ability and willingness to fulfill its maintenance obligations under this **Agreement**, (ii) **New World** or its successor or assigns has ceased its on-going business operations or that portion of its business operations relating to the sale, licensing and maintenance of the Software.

In the event of release under this **Agreement**, **Customer** agrees that it will treat and preserve the deposited materials as a trade secret of **New World** in accordance with generally accepted standards utilized to safeguard trade secrets against unauthorized use and disclosure. This means their use is for internal processing needs only and no additional copies will be provided to any third parties.

EXHIBIT H
to
SOFTWARE LICENSE AND SERVICES AGREEMENT

SYSTEM CHANGE ORDER PROCESS

1. **Customer** may, at any time, and by written order, make changes within the general scope of this **Agreement** as allowed by California law.
2. **Customer** or **New World** may request changes within the general scope of this **Agreement**.

- a. **New World** shall not perform requested changes unless both parties execute a written change order and, if **New World** proceeds to perform such changes without a written change order, it does so at its own risk.
 - b. If a requested change results in an increase or decrease in the cost, the parties will reflect such adjustment in a change order.
3. Any System Change Orders that occur during the term of this **Agreement** shall be individually listed from time to time on Exhibit I, System Change Orders.
4. To be enforceable against either Party, a Change Order greater than \$15,000 must be approved by **Customer's** governing Board.
5. Notice of all Change Orders, notwithstanding the amount, shall be submitted to **Customer's** governing Board.

EXHIBIT I
to
SOFTWARE LICENSE AND SERVICES AGREEMENT
SYSTEM CHANGE ORDERS

No entries at time of signing.

Pursuant to Exhibit H, System Change Orders will be individually listed here.

EXHIBIT J
to
SOFTWARE LICENSE AND SERVICES AGREEMENT

PERIODIC SYSTEM TESTING CRITERIA AND PROCEDURES
AND
FINAL SYSTEM ACCEPTANCE

I. Testing Procedures and Criteria

The Licensed Standard Software (Exhibit B-1) will provide satisfactory performance to satisfy the current processing requirements of the **Customer** based upon certain conditions. This statement is conditioned on current master file sizes up to 200% of current transaction volumes, and reasonable history retention requirements. It is also conditioned upon the **Customer's** agreement not to add other applications, other than system administrative software such as anti-virus or back-up software, in addition to those listed on Exhibit A, and not to use any third party software products or hardware in a way that impacts software performance. This statement is further conditioned upon the **Customer** balancing the computer system properly, including but not limited to, backups, file purges, tuning the system as required, and/or any other items that may impact performance.

CAD Software Satisfactory Performance is defined as response time of one (1) second or less in over 90% of the input or inquiry transactions during any measured one (1) hour period; plus an average response time of three (3) seconds or less in 98% or more of the input or inquiry transactions during any measured one (1) hour period.

Satisfactory performance measurements exclude factors outside of **New World's** control include responses from external systems such as State/NCIC and latency of commercial wireless providers, i.e. Verizon, AT&T.

Given the above definition, should the Exhibit A software not perform satisfactorily, then the **Customer** shall notify **New World** in writing and **New World** shall have ten (10) days to determine if the unsatisfactory performance is related to **New World** products or is related to other factors not part of the **New World** software (see examples above). **New World** shall have reasonable access to the **Customer** during the ten (10) day correction period and shall be able to make any adjustments necessary to improve system performance. These adjustments may include making changes to the Licensed Software to improve system performance. **New World** shall document adjustments made and notify the **Customer** in writing of the adjustments. If requested by the **Customer**, and using Exhibit B support services, **New World** shall train the **Customer** on how to make adjustments. After ten (10) days, if the system performance has not improved, and should the unsatisfactory performance be attributable solely to the **New World** Software, then **New World** shall provide additional computer capacities (memory, disk storage) at **New World's** cost to improve the performance. The additional computer capacities will be added within thirty (30) days of the thirty (30) day correction period ending.

For purposes of this software performance section, any **New World** time involved in selecting equipment, interfacing software or hardware, tuning or balancing the system,

resolving **Customer** problems, and/or other activities performed on the **Customer's** behalf to initially start up or improve hardware or software performance will be performed using Exhibit B support service guidelines and fees. As defined above, given written notice of software performance deficiencies by the **Customer**, the **New World** time spent during the 30-day correction period to evaluate the alleged deficiencies will not be billable to the **Customer** unless **New World** can document and demonstrate that the alleged deficiencies are not due to deficiencies of the Exhibit A software, in which case the time spent by **New World** during the 30-day correction period would be billed to the **Customer**.

The software performance statement set forth in this Exhibit expires six months from the date the Computer Aided Dispatch and Mobile Messaging applications have gone into "live use", at which time the priority levels in Exhibit C shall control.

II. Performance Period

The objective of Acceptance Testing is to verify that the Licensed Software provided by **New World** meets the agreed upon specifications as provided for in this **Agreement**.

Customer's project manager and the **New World** project manager shall jointly plan, coordinate and manage the testing processes. **Customer** agrees to conduct acceptance testing in a timely manner following notice by **New World** that a testing phase is ready to be started.

Acceptance Testing will include the following Licensed Software components:

- Licensed Standard Software
- Licensed Standard Software Interfaces
- Licensed Custom Software Interfaces
- Licensed Software Enhancement

As scheduled in the Implementation Plan and using **New World's** Exhibit B services, three phases of Acceptance Testing may take place. Each test is intended to occur sequentially unless otherwise agreed to by both parties.

- Functional Testing
- Interface Testing
- Reliability & Final Acceptance Testing.

Reliability and Final Acceptance Testing shall not proceed until either (a) Functional and Interface testing are complete or (b) **Customer** waives, in writing, the Functional and Interface testing requirement. Payment milestones associated with Functional and/or Interface Testing, if any, shall be considered due if **Customer** waives these tests.

Should **Customer** identify a defect that substantially impairs **Customer's** value of the Licensed Software, **Customer** shall immediately provide a written notice to **New World** that acceptance is declined by **Customer**. Such defect(s), if any, shall be resolved in accordance with **New World's** obligations as defined in Exhibit C.

1. **Functional Testing of Licensed Software**

Prior to beginning functional testing, **New World** shall provide a test plan for review and approval by **Customer**. On completion of testing, **Customer** may approve or reject the entire Functional Test, or any elements of the Functional Test. If functional test is rejected by **Customer**, test may be repeated after corrections are provided by **New World**. Once started, the Functional Test shall be repeated at intervals not to exceed 30 days. The parties, by mutual, written agreement, may elect to proceed with the next phase of testing or Final Acceptance even if all specifications in the Functional Test are not met.

Functional Test Guidelines

All items coded “Yes” (as qualified) in the **New World** detail response to **Customer’s** RFP shall be provided to **Customer** through Exhibit A software capabilities, **Customer’s** use of 3rd Party software, Licensed Custom Software provided by **New World** and/or future enhancements to Exhibit A Licensed Standard Software provided under Exhibit C. After **Customer’s** request to **New World**, and **New World’s** written proposal and cost to provide the service using Exhibit B support services at the then current daily rates, Functional Testing shall be demonstrated to **Customer** by **New World**.

If **Customer** has not licensed the software on to meet an RFP requirement, then that specification shall not apply in any acceptance test.

2. **Interface Testing of Licensed Software**

Prior to beginning Interface Testing, **New World** shall provide a test plan for review and approval by **Customer**. On completion of testing, **Customer** may approve or reject the entire Interface Test, or any elements of the Interface Test. Once started, the Interface Test shall be repeated at intervals not to exceed 30 days. The parties, by mutual, written agreement, may elect to proceed with the next phase of testing or Final Acceptance even if all specifications in the Interface Test are not met.

New World shall develop test plans and provide them to **Customer** for review and approval. Interface Testing shall not begin until written approval of **New World’s** submitted test plan has been accepted by **Customer**. Following approval of the Interface Test Plan, **New World** will demonstrate to **Customer** that the Licensed Software, Standard Interfaces, and Custom Interfaces, have been installed, are operational and provide the intended functionality as described in the Exhibit J Interface Control Documents.

3. **Final Acceptance by means of Reliability Test of the Licensed Software**

Upon placing the Licensed Software into production live use, the Licensed Software shall undergo a thirty (30) day reliability test. The purpose of this test is to demonstrate that the **New World** Licensed Software as delivered can perform under live operational conditions and continue to perform at a level consistent with specifications as set forth in this **Agreement**. If, during the first fifteen (15)

days of the Reliability Test, the Licensed Software experiences a Major Failure, then the thirty (30) day period will start over from day one and continue for the full thirty (30) days. For purposes of this **Agreement**, a Major Failure is defined as the inability to perform the function for which the Licensed Software was designed and commissioned. If the Licensed Software fails on or after day sixteen (16), **Customer** may elect for the test will start over from day sixteen (16) and go for the remaining fifteen (15) day period or start over from day one and continue for the full thirty (30) days.

If the Licensed Software experiences a Major Failure as a result of a deficiency in the **Customer's** computing environment (network outage, server failure, operator error, planned downtime, etc.), the reliability test will not be restarted but will continue from the point in time that such failure occurs and until the thirty (30) day test is completed unless a Major Failure occurs after the Licensed Software is restarted which is not attributed to the **Customer's** environment. Under such conditions the terms outlined above will govern the appropriate action to be followed.

III. Testing Acceptance

As an express condition subsequent to this **Agreement**, the parties acknowledge and agree that it will be necessary to modify and update this Exhibit from time-to-time between the Effective Date of the **Agreement** and Final System Acceptance by **Customer** to reflect additional System Testing Performance and Acceptance Criteria as mutually agreed upon by the parties as the System is built-out in conjunction with Exhibit D, the Gantt Chart / Implementation Plan / Scope of Work document. This Exhibit will be amended and restated at appropriate times and in conjunction with the milestone build out of the System in Exhibit D.

EXHIBIT K
to
SOFTWARE LICENSE AND SERVICES AGREEMENT

NEW WORLD INSURANCE REQUIREMENTS

1. Insurances

New World shall purchase, and maintain in full force and effect during the term of this Agreement, Professional Liability Insurance, Comprehensive Commercial General Liability Insurance, Comprehensive Business Automobile Liability Insurance, and Workers' Compensation Insurance with limits of not less than those set forth below with a carrier acceptable to and upon terms and conditions acceptable to **Customer**.

2. Comprehensive Commercial General Liability

At least \$2,000,000 combined in single limit coverage on an occurrence basis covering all premises and operations and including Personal Injury, Independent Contractor, Contractual Liability, and where applicable the project as determined by the Purchasing Agent, Products, and Completed Operations.

3. Comprehensive Automobile Liability Insurance

At least \$1,000,000 Combined Single limit to include owned, non-owned, and hired vehicles, as well as coverage for business use of vehicles.

4. Workers' Compensation Insurance

Statutory benefits with Employers Liability coverage with limits of at least \$100,000 each accident/\$100,000 each employee disease/\$500,000 disease policy limit. The Workers' Compensation policy shall include a waiver of subrogation.

5. Professional Liability Insurance

Professional Liability Insurance with limits of at least \$1,000,000 each occurrence and \$3,000,000 aggregate.

6. Certificate of Insurance

Before commencing work in connection with this **Agreement**, **New World** shall provide **Customer** with Certificate(s) of Insurance evidencing the coverages required above.

7. Additional Insureds

Customer, its officers, agents and employees, shall be named as additional insureds (and **New World** must provide endorsements (not just certificates) to **Customer** naming **Customer** as an additional insured) on all Comprehensive Commercial General Liability

and Comprehensive Automobile liability insurance policies. Such certificates shall provide that **Customer** be given at least thirty (30) days prior written notice of any cancellation of, intention not to renew, or any material change in such coverage.

8. Failure to Provide and Maintain

Failure to provide, and/or to continue the required insurance as set forth above shall be deemed a material breach of this **Agreement** and shall empower **Customer** to, at its sole option, terminate this **Agreement** after providing New World notice and an opportunity to cure such breach and the breach remains uncured for ten (10) days.

9. Responsibilities Not Relieved

OBTAINING AND MAINTAINING ANY INSURANCE COVERAGE REQUIRED HEREIN DOES NOT RELIEVE **NEW WORLD** OF ANY OF THE RESPONSIBILITIES OR OBLIGATIONS ASSUMED BY **NEW WORLD** IN THE CONTRACT AWARDED, OR FOR WHICH **NEW WORLD** MAY BE LIABLE BY LAW OR OTHERWISE.

EXHIBIT L-1
to
SOFTWARE LICENSE AND SERVICES AGREEMENT
NEW WORLD PERFORMANCE BOND

1. **New World** shall, as a condition precedent to the Effective Date, furnish a Performance Bond as shown in Exhibit L-2.
2. The bond shall be purchased from an agency that is acceptable to **Customer** and meets the following requirements:
 - a. Has a financial rating from BEST Rating Company acceptable to **Customer**; and
 - b. Is licensed and admitted to do business in the State of California.

**EXHIBIT L-2
to
SOFTWARE LICENSE AND SERVICES AGREEMENT**

PERFORMANCE BOND

Bond No. _____
Premium: \$ _____

KNOW ALL MEN BY THESE PRESENTS: That we New World Systems Corporation, a Michigan corporation, with offices at 888 West Big Beaver, Suite 600, Troy, Michigan 48084 (hereafter the "Contractor/Principal") and _____, a _____ corporation, authorized to transact a surety business in the State of California (hereinafter called the "SURETY"), are held and firmly bound unto the Sacramento Regional Public Safety Communication Center, a Joint Powers Agency, with offices at 1020 Systems Parkway, Sacramento, California 95827 (hereafter the "Obligee") in the sum of Two Million Seventy Thousand Nine Hundred Eighty Five Dollars (\$2,070,985.00) for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a contract with Obligee, dated July __, 2015 for the design, delivery, installation, implementation, and integration of a Computer Aided Dispatch System ("System"), copy of which contract is by reference made a part hereof.

NOW, THEREFORE, if Principal shall faithfully perform such contract or shall indemnify and save harmless the Obligee from all cost and damage by reason of Principal's failure so to do, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Signed, sealed, and dated

NEW WORLD SYSTEMS CORPORATION
(Principal)
By: _____
Title: _____

(Principal/Surety)
By: _____
Title: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____)

On _____ before me, _____
(insert name and title of the officer)

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 M
to
SOFTWARE LICENSE AND SERVICES AGREEMENT

TRAVEL POLICY

REIMBURSEMENT OF EMPLOYEE BUSINESS EXPENSES

New World's Note: Replace existing Travel Expenses definition with this one when including this Exhibit (11/6/13 Acctg Dept updated the Travel Policy on 10/21/13. Per Bryan, this Exhibit is still valid to use in Agreements. Double check w/Accounting if it's been several months just to be sure the per diem or mileage hasn't changed). 2/27/14 – Regina verified with Grace that per diem & mileage rates are correct.

16. “Travel Expenses”:

*All actual and reasonable travel expenses incurred by **New World** for trips relating to this project, including, but not limited to, airfare, rental car, lodging, mileage, parking/tolls, and daily per diem expenses as described in Exhibit ^. Said Exhibit may be changed from time to time in the course of **New World's** regular business operations.*

In order to comply with IRS and company policies, all expense reports must be properly documented. “Properly documented” means providing valid receipts, explanations and other information required by company policy. Expenses that are not properly documented will not be reimbursed. This policy is subject to change at New World's discretion without notice.

1. Receipts

In general: Original detailed receipts from third parties are required for all expenditures except mileage and per diem allowance. (Photocopies of receipts are not acceptable.) Examples of original receipts include: hotel bills, rental car receipts, receipts attached to airline tickets, detailed restaurant checks, and cash register receipts. Where expenses have been charged to a credit card, the original credit card voucher must be attached as well (Photocopies of vouchers are not acceptable.) A credit card voucher or statement alone is not sufficient for expense report purposes.

For air travel: Boarding passes, ticket stubs and travel agent itineraries must be submitted. If you paid for the airfare yourself, you must also submit your airline receipt and credit card voucher or other valid proof of payment. For E-tickets: although there is no ticket stub to turn in, please submit boarding passes, itineraries and all other documentation provided by the travel agent and airline.

For rental cars: The final rental contract receipt and credit card voucher must be submitted.

For restaurants: Tear-off tabs and handwritten receipts for cash will generally not be accepted if they exceed \$25.

All receipts must clearly indicate: Seller's name/location, date, amount, method of payment, and a detailed description of charges. In those rare cases where you have lost a receipt or did not get one, provide the above information along with an explanation of why there is no receipt. Do not cross out or change any of the information on a receipt. If explanations are required, make them on a separate sheet or in a blank space on the receipt. Illegible or altered receipts will not be accepted. A substituted receipt will not be accepted. The Company will retain your original receipts and expense reports for at least a year, should you ever need access to them.

2. Business Purpose

Every reimbursable expenditure must have a business purpose associated with it. For travel related expenses, the nature of the trip should be clearly described on the expense report. Entertainment and employee relations expenses require the name of the prospect/Customer and the event, type of entertainment, location/establishment name, the number of people entertained, their names, and the business purpose. All other reimbursable expenses require an explanation of the business purpose or benefit of the expenditure.

The following types of expenses are generally considered reimbursable:

1. Mileage

You will be reimbursed for the daily business use of your personal vehicle when such mileage exceeds your normal roundtrip commuting mileage.

Example: Susan Jones lives 20 miles from the office, making her normal roundtrip commuting mileage equal to 40. If she travels 50 miles to the airport on Monday, she will be reimbursed for 10 miles for that day (50 miles driven that day less her normal 40 mile daily commute).

You will not be reimbursed for business mileage if the total distance driven is less than your normal commuting mileage on the days you drove. All approved miles traveled on a Saturday, Sunday or company holiday will be paid if you are on authorized company business that day.

The mileage reimbursement covers all variable vehicle expenses, including, but not limited to: gas, oil, tires, insurance, maintenance, licenses, depreciation, wear-and-tear, damage, deductibles, interest, loan or lease payments, replacement rental, liability, etc.

Employees are required to keep accurate records of their business mileage in accordance with IRS regulations. Those records must be made available to the company upon request.

Mileage Reimbursement Rates The costs of driving a vehicle vary depending on the number of miles driven and other factors. Certain costs, like fuel, depreciation, etc., increase with each additional mile driven. Other costs, like insurance, car payments, etc.,

stay about the same regardless of the number of miles driven and are personal costs, in large part. To address this, New World has two reimbursement mileage rates:

1. *Under 400 Miles Per Week:* For weeks where your reimbursable mileage is 400 miles or less, you will be reimbursed at the standard rate of \$.43 per mile, or
2. *Over 400 Miles Per Week:* For weeks where your reimbursable mileage is more than 400 miles, you will be reimbursed at the standard rate of \$.43 per mile for the first 400 miles; All miles driven in excess of 400 miles per week will be reimbursed at the high mileage rate of \$.33 per mile.

2. **Parking, Tolls, etc.**

The company will reimburse you for parking, tolls, and certain other other fees associated with vehicle business travel that are not otherwise covered by the mileage reimbursement.

When parking overnight or longer, you must use the overnight, deck or long-term parking lots to avoid excessive parking costs. Any excessive parking expense will not be reimbursed.

3. **Airfare**

The authorized mode of air travel for company business in the United States is coach economy class. The company does not pay any premium or additional charge for first class or other upgraded service. Under current policy, you may choose to participate in Frequent Flyer programs as long as actual flights are chosen based on lowest fares, not maximizing personal mileage credits.

Air travel is not allowed to destinations that are within 200 miles of your home or local office or in any situation where it is more economical to drive rather than fly. All trips should originate from the major airport that is nearest to our local office (Detroit Metro for Troy office employees) unless it is less expensive to use a different airport.

You are expected to book airline reservations 14 days in advance if possible to take advantage of reduced rate fares. You're expected to accept the lowest fare with New World's preferred carrier, connecting flights, and alternative flights, which depart within 2 hours of your desired departure time. The recommendations of New World's Authorized travel Agent should normally be followed.

Air travel reservations must be booked through a company-approved travel agent who will bill New World directly for the expense. In certain rare cases reservations may be made directly with the carrier as a result of flight cancellations and necessary last minute changes in travel plans. In cases where you directly pay for air fare yourself you must obtain a detailed receipt and submit it for reimbursement along with your credit card voucher or other proof of payment, boarding passes and any ticket stubs.

Your boarding passes, ticket stubs (unless using an E-ticket), and travel agent's itinerary must be submitted with your expense report for all air travel—regardless of whether the

company or you paid the bill. If your itinerary differs from the actual flights you made, provide an explanation on the itinerary.

Unused Tickets

Unused tickets are valuable and must be returned to the controller's office immediately so that proper credit can be received. Do not keep unused tickets or try to convert them in any way for future use or gain.

4. Rental Cars

Compact cars should normally be rented. Full-size vehicles and vans may only be rented if groups exceeding 4 people or oversize packages must be transported and it is more economical to rent a larger vehicle. Every effort should be made to share rental cars when attending common events with other New World employees.

You should return rental cars with a full tank of gas. Rental agencies charge excessive gasoline prices (currently \$6.00/gallon or more) to refuel a vehicle. While New World will reimburse you for normally-priced gasoline you put into rental cars, we will not reimburse employees for excessive rental agency fuel charges that exceed \$10 per rental. Fill up in the morning or night before if you're not sure you'll have time when you return the car.

If you use a rental car on a trip that originates from your home or office, you may claim the standard mileage rate for the business mileage (minus normal commuting mileage), but the cost of the rental car itself and gas, etc. will not be reimbursed.

In certain circumstances a Customer may request or allow you to drive a rental car to a location beyond 200 miles from your home or office. This will be allowed only if an authorized Customer representative agrees in writing to reimburse New World for the full cost of the rental car and all driving time at standard rates.

National Car Rental (NCR) To save money and better control expenses, the company maintains a corporate account with National Car Rental. Our account recap number can be found on your NCR card. You must use National unless they do not have a rental car available at that location. The collision damage waiver and personal accident insurance should be declined on all business rentals made under our regular NCR corporate plan. When renting your vehicle, verify that they are charging you the correct rate, which is usually stated on the itinerary from our travel agent.

It's most economical to return the car to the same location where you originally rented it. If you must return the car to another location, be aware that substantial additional charges will be assessed by National based on the distance between the origination and drop-off offices.

5. Ground Transportation

When renting a car is not more economical, the company will reimburse you for the costs of ground transportation, including taxi cabs, shuttle services, bus fares, etc. including up to a 15% tip where appropriate. Cabs in many large cities/airports can provide a detailed

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machine printed receipt. Such receipts should be obtained whenever possible. Share cab rides with other New World employees whenever possible to save money.

On trips that exceed 2 days: Cab fare will not be reimbursed if it would have been cheaper to rent a car.

6. Per Diem Allowances

Standard Per Diem for Overnight Travel: A standard per diem is paid for each **evening** you stay overnight on business. The standard per diem amount is \$52 for travel within the 48 continental U.S. states and \$62 outside the continental U.S. The standard per diem is intended to cover all meals, tips of all kinds, and other incidental expenses for that evening and the next day.

You may claim an additional \$26 per diem on the day of your return if you arrive home after 7:00 p.m. (i.e., flight must arrive after 6:30 p.m.) You may claim an additional full per diem on the day of your return if you arrive home after midnight (i.e., flight must arrive after 11:30 p.m.)

Standard Per Diem for One-Day Trips: On one-day trips you may depart and return the same day and not spend an evening out of town. In those cases, a \$26 per diem may be claimed if you spend 12 hours or more away from home on company business and travel more than 50 miles away from your office.

Billing and Special Situations: New World's Customers are normally invoiced for all per diem allowances paid to employees for service trips. Sometimes our arrangements with Customers may specify a per diem amount that is higher or lower than the standard rates above for business reasons. As a general rule, this will not change the standard per diem allowance paid to employees. You will be notified in advance in writing if any exception to this general rule applies in a specific situation.

7. Lodging

You are expected to stay in economy hotels/motels when traveling on company business (examples: Comfort Inns, many Holiday Inns, and other clean newer bargain motel chains, etc.) Lodging at higher priced luxury or resort hotels will not be reimbursed unless approved by the President, or Vice President - Finance as being necessary for business reasons—for example, staying at a resort location to attend a trade show or staying close to the prospect's office during the sales process. Many hotels have government rates or special rates available to IBM or Microsoft Business Partners or guests of the city/county. You should always attempt to receive any reduced rate.

Only room charges and taxes will be reimbursed for the days that official company business is conducted. Charges for personal purchases like health club fees, room service, movies, snack bars, restaurant meals, bar charges, personal items, etc. are not reimbursable. On extended trips, a laundry/dry cleaning allowance of \$10 per week will be reimbursed for travelers on extended trips who have not returned home for over 7 consecutive days.

EXHIBIT N
to
SOFTWARE LICENSE AND SERVICES AGREEMENT

**INCORPORATION BY REFERENCE OF NEW WORLD'S RESPONSE TO
CUSTOMER'S RFP SOFTWARE SPECIFICATIONS**

For the Licensed Software on Exhibit B-1, the **New World** Detail Response to **Customer's** RFP, Section 5: Technical Responses, is incorporated in this **Agreement** by reference and attached to this Exhibit N and made a part hereof.

All items coded "Fully Compliant" (as qualified) in the **New World** Detail Response to **Customer's** RFP Questionnaire will be provided to **Customer** through currently existing Exhibit A software capabilities, **Customer's** use of 3rd Party software, custom programming provided by **New World** and/or future enhancements to Exhibit A software provided under Exhibit C.

If the terms and conditions of the **New World** Detail Response to the specifications of the RFP and this **Agreement** are in conflict, the governing terms and conditions shall be this **Agreement**.

If **Customer** has not licensed the software on Exhibit A to meet a software specification, then that specification shall not apply in any acceptance test and/or to fulfill the above criteria.

Meeting Date: 11/3/2015

Report Type: Consent

Report ID: 2015-00919



Title: Awarding On-Call Park Construction Contracts (Published for Review 10/22/2015)

Location: Citywide

Recommendation: Pass a Motion authorizing the City Manager or the City Manager's designee to execute two On-Call Park Construction contracts with Parker Landscape Development Inc. and Saenz Landscape Construction Co. each for a five year term for a maximum amount of \$300,000 per fiscal year and not to exceed \$1,500,000.

Contact: Gary Hyden, Park Planning and Development Manager, (916) 808-1949, Department of Parks and Recreation

Presenter: None

Department: Parks & Recreation Department

Division: Park Development Services

Dept ID: 19001121

Attachments:

- 1-Description/Analysis
- 2-Parker Contract
- 3-Saenz Contract

City Attorney Review

Approved as to Form
Sheryl Patterson
10/21/2015 10:12:35 AM

Approvals/Acknowledgements

Department Director or Designee: Pamela Sloan - 10/13/2015 3:53:26 PM

Description/Analysis

Issue Detail: The Department of Parks and Recreation (DPR) is requesting Council's approval to award two contracts for on-call park construction for use in delivering small park projects and future Measure U park renovation and improvement projects. Approving these contracts will allow DPR to deliver small projects in a timely manner and reduce staff costs for bidding individual small projects.

Policy Considerations: The recommendations in this report are in accordance with City Code Chapter 3.60 regarding contracting for public works projects. The City Council passed a resolution on August 11, 2015 suspending competitive bidding for the on-call park construction contracts.

Economic Impacts: The construction work will have economic impacts, but at this time is not known how much work may be awarded to these two contractors.

Environmental Considerations: The recommendations in this report will allow for construction of park improvement projects and repair and renovation projects which typically are exempt from environmental review under CEQA Guidelines Section 15302 (reconstruction), 15303 (small structures) and 15304 (minor alterations to land). Each park project will be evaluated to insure that the project is exempt under CEQA before a task order is issued to undertake the work.

Sustainability: The park projects will be designed to include sustainable materials.

Commission/Committee Action: None

Rationale for Recommendation: In the City's approved Fiscal Year 2015/16 Capital Improvement Program budget, the City Council allocated \$4 million dollars from Measure U for park repair and renovation projects. This work is the responsibility of DPR to accomplish. In order to meet the significant Measure U workload, DPR wishes to award on-call contracts to two park construction firms. The reasons are as follows:

- Use of on-call contractors for park construction projects will allow DPR to deliver Measure U and other small park improvement, repair and renovation projects in a more efficient manner by reducing the staff time needed for bidding and award of individual contracts.
- Using on-call contracting for small projects is an industry "best practice" for cost effective and efficient delivery of projects.

On July 6, 2015, DPR issued a request for qualifications (RFQ) for on-call park general contracting services in order to achieve the goal of streamlining and delivery of small construction projects. DPR defines a small park project as one not exceeding \$95,000 in total construction cost. The RFQ was advertised on the City's Planet Bids website for bid opportunities. A total of two responses were received, which submittals included their hourly labor rates. DPR has determined both submittals were responsive and are recommending award of an on-call contract to Parker Landscape Development Inc. (Parker) and Saenz Landscape Construction Company (Saenz).

Financial Considerations: Each contract will be for a five-year term, in an amount not to exceed \$300,000 each fiscal year, for a cumulative not to exceed amount of \$1.5 million. The contractors will be required to submit price proposal for each task or project. Purchase orders encumbering funds under these contracts will not be issued until the price proposal (time and materials) is evaluated and approved. Funding for the delivery of small park projects and Measure U improvement projects is

included in various capital improvement project and operating budgets; however, this on-call process can only be used for city funded projects because state and federal grant agreements require competitive bidding. Each contractor may have multiple projects awarded in a given year; however, the aggregate amount shall not exceed the annual contract limit.

Local Business Enterprise (LBE): The RFQ required consultants to submit their LBE certification status. Parker is a local business enterprise while Saenz is not. The 5% LBE participation requirement will apply if a project cost will be \$100,000 or more.

AGREEMENT
(Construction Contract Over \$25,000)

THIS AGREEMENT is made and entered into on _____, 2015 ("Effective Date") is between the CITY OF SACRAMENTO, a municipal corporation ("City"), and PARKER LANDSCAPE DEVELOPMENT, INC., 6251 SKY CREEK DRIVE, SUITE A, SACRAMENTO, CA 95828, ("Contractor").

The City and Contractor hereby mutually agree as follows:

1. **CONTRACT DOCUMENTS**

The Contract Documents, sometimes also referred to as the "Contract," consist of the following items, which are hereby incorporated by reference as if set forth in full in this Agreement:

- The Notice to Contractors
- The Price Proposals submitted by the Contractor for each Task Order
- The Instructions to Bidders
- The Local Business Enterprise (LBE) Requirements
- The Requirements for the Non-Discrimination in Employee Benefits by City Contractors Ordinance and the Declaration of Compliance
- The City's Reference Guide for Construction Contracts
- The Addenda, if any
- This Agreement
- The Standard Specifications
- The Special Provisions
- The Plans and Technical Specifications (to be issued for each Task Order)
- The drawings and other data and all developments thereof prepared by City pursuant to the Agreement
- Any modifications of any of the foregoing made or approved by City, including but not limited to duly authorized change orders.

Unless specifically noted otherwise, references to the "Standard Specifications" shall mean and refer to the Standard Specifications for Public Construction of the City of Sacramento approved by the Sacramento City Council on June 4, 2007 (Resolution No. 2007-350), and any subsequent amendments thereto approved by the Sacramento City Council or the Sacramento City Manager. Work called for in any one Contract Document and not mentioned in another is to be performed and executed as if mentioned in all Contract Documents. The table of contents, titles and headings contained in the Contract Documents are provided solely to facilitate reference to various provisions of the Contract Documents and in no way affect or limit the interpretation of the provisions to which they refer.

2. **DEFINITIONS**

Unless otherwise specifically provided herein, all words and phrases defined in the Standard Specifications shall have the same meaning and intent in this Agreement.

3. **AGREEMENT CONTROLS**

In the event of a conflict between any of the terms and conditions set forth in this Agreement and the terms and conditions set forth in other Contract Documents, the terms and conditions set forth in this Agreement shall prevail, except that the provisions of any duly authorized change order shall prevail over any conflicting provisions of this Agreement.

4. SCOPE OF CONTRACT

Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, material and transportation necessary to perform and complete in a good and workmanlike manner to the satisfaction of City, all the Work called for in the Task Orders issued under this Agreement and in accordance with the Contract Documents entitled:

ON-CALL GENERAL CONTRACTING SERVICES

Contractor agrees to perform such Work in the manner designated in and in strict conformity with the Contract Documents.

The Task Orders will detail the scope of Work for each job and may involve varying levels of effort during the term of the Agreement. Contractor shall provide City with a Price Proposal for each Task Job and City may award that Task Order to Contractor. The need for services may not be continuous during the term. It is understood and agreed by Contractor that no services at all may be required and no Task Orders may be issued by City under this Agreement. Contractor shall not commence Work prior to receiving a Notice to Proceed from the City for the specific Task Order.

5. TERM OF AGREEMENT.

The term of this Agreement shall commence on the Effective Date and shall extend for five years. The City may terminate this Agreement for its convenience as set forth in Section 29.

6. PREVAILING WAGES AND BONDS.

The services provided under this Agreement constitute “public works” under California Labor Code section 1720 *et seq.* This Agreement is subject to the provisions of Sacramento City Code section 3.60.180, Payment of prevailing rate of wages–Maximum hours of labor–Penalties, and section 3.60.190, Apprentices. Sacramento City Code section 3.60.180 requires, among other things, that Contractor pay not less than the prevailing rate of wages, as determined by the Director of the California Department of Industrial Relations pursuant to California Labor Code section 1773. Contractor and every lower-tier subcontractor shall submit certified payrolls and labor compliance documentation electronically when and as required by City. Contractor is responsible for compliance of these requirements by its subcontractors and shall include these requirements in every subcontract for services that constitute “public works” under California Labor Code section 1720 *et seq.*

Labor Code Section 1725.5 (enacted by SB 854) requires the Contractor and all subcontractors performing any work under this Agreement to be currently registered with the California Department of Industrial Relations (DIR), as specified in Labor Code Section 1725.5.

Contractor is required to supply a performance bond and payment bond using the forms provided as Exhibits A and B in the amount of **\$100,000.00**. In the event that the total amount of

compensation under the Task Orders issued will exceed this amount, then the Contractor may be required to increase the payment bond and performance bond amounts so that there is bond coverage for the total amount of Work under construction. The payment bond amount may be reduced after expiration of the time period for filing wage claims and stop notice claims has expired, and the performance bond amount may be reduced after one year from the date the Work was completed and accepted.

7. CONTRACT AMOUNT AND PAYMENTS

The total Agreement amount is not to exceed THREE HUNDRED THOUSAND DOLLARS (\$300,000.00) per fiscal year and not to exceed ONE MILLION FIVE HUNDRED DOLLARS (\$1,500,000.00). City agrees to pay and Contractor agrees to accept, as complete payment for the Work, in accordance with the schedule and procedures set forth in the Contract Documents and subject to deductions, withholdings and additions as specified in the Contract Documents, a total sum that shall not exceed the total amount set forth above. In addition, subject to deductions, withholdings and additions as specified in the Contract Documents, payment for individual items of the Work shall be computed as follows:

- A. For items of the Work for which a lump sum price is specified in Contractor's Proposal Form, Contractor shall be paid the lump sum price(s) specified in Contractor's Proposal Form as set forth in Task Order; and
- B. For items of the Work for which a unit price is specified in Contractor's Proposal Form, Contractor shall be paid the sum computed at such unit price, or computed at a different price if such different price is determined by City in accordance with the Standard Specifications, based on the actual amount of each such item performed and/or furnished and incorporated in the Work; provided that in no event shall the total sum for a unit price item exceed the total bid amount set forth for such item in the Contractor's Proposal Form as set forth in each Task Order, unless authorized by Change Order.

8. PROGRESS PAYMENTS

Subject to the terms and conditions of this Agreement, City shall cause payments to be made upon demand of Contractor as follows:

- A. On or about the first of the month, the Engineer shall present to the Contractor a statement showing the amount of labor and materials incorporated in the Work through the twentieth (20) calendar day of the preceding month. After both Contractor and Engineer approve the statement in writing, and the City's labor compliance officer provides written approval, the City shall issue a certificate for ninety-five (95) percent of the amount of each Task Order it shall find to be due, subject to any deductions or withholdings authorized or required under the Contract or any applicable Laws or Regulations.
- B. No inaccuracy or error in said monthly estimates shall operate to release Contractor from damages arising from such Work or from enforcement of each and every provision of the Contract Documents, and City shall have the right subsequently to correct any error made in any estimate for payment.

- C. Contractor shall not be paid for any defective or improper Work.
- D. The remaining five (5) percent of the value of the Work performed under each Task Order, if unencumbered and subject to any deductions or withholdings authorized or required under this Agreement or any applicable Laws or Regulations, shall be released not later than sixty (60) days after completion and final acceptance of the Work by City. Acceptance by Contractor of the final payment for Work under each Task Order shall constitute a waiver of all claims against the City arising under the Contract Documents, except for disputed claims in stated amounts that the Contractor specifically reserves in writing, but only to the extent that the Contractor has complied with all procedures and requirements applicable to the presentation and processing of such claim(s) under the Contract Documents. Contractor shall be entitled to substitute securities for retention or to direct that payments of retention be made into escrow, as provided in Public Contract Code Section 22300, upon execution of the City's Escrow Agreement for Security Deposits in Lieu of Retention.
- E. The parties agree that, for purposes of the timely progress payment requirements specified in Public Contract Code Section 20104.50, the date that the City receives a statement jointly approved by the Contractor and the Engineer as provided above shall be deemed to constitute the date that City receives an undisputed and properly submitted payment request from the Contractor. Progress payments not made within 30 days after this date may be subject to payment of interest as provided in Public Contract Code Section 20104.50.
- F. This Contract is subject to compliance monitoring and enforcement by the California Department of Industrial Relations, as specified in California Labor Code section 1771.4.

9. RETENTION OF SUMS CHARGED AGAINST CONTRACTOR

When, under the provisions of this Agreement or any applicable Laws or Regulations, City is authorized or required to withhold, deduct or charge any sum of money against Contractor, City may deduct and retain the amount of such charge from the amount of the next succeeding progress estimate(s), or from any other moneys due or that may become due Contractor from City. If, on completion or termination of this Agreement, sums due Contractor are insufficient to pay City's charges, City shall have the right to recover the balance from Contractor or its Sureties.

10. COMMENCEMENT AND PROSECUTION OF WORK

Contractor shall commence the Work not later than fifteen (15) working days after the date of the written Notice to Proceed for each Task Order from City to Contractor and shall diligently prosecute the Work to final completion. The phase "commence the Work" means to engage in a continuous program on-site including, but not limited to, site clearance, grading, dredging, land filling and the fabrications, erection, or installation of the Work. The Notice to Proceed shall be issued within fifteen (15) calendar days following execution of the Task Order by the City, subject to the filing by Contractor of any additional Bond amounts and current insurance certificates and endorsements, provided that the Engineer may delay issuance of the Notice to Proceed if the Engineer determines in the Engineer's sole discretion that conditions on the site of the Work are unsuitable for

commencement of the Work. After the Notice to Proceed is issued, the continuous prosecution of Work by Contractor shall be subject only to Excusable Delays as defined in this Agreement.

11. TIME OF COMPLETION

The Work shall be brought to completion in the manner provided for in the Contract Documents on or before the date set forth in each Task Order (hereinafter called the "Completion Date") unless extensions of time are granted in accordance with the Contract Documents.

Failure to complete the entire Work by the Completion Date and in the manner provided for in the Contract Documents shall subject Contractor to liquidated damages as provided in this Agreement. Time is and shall be of the essence in the performance of the Contract and the Work.

12. PAYMENTS DO NOT IMPLY ACCEPTANCE OF WORK

The payment of any progress payment, or the acceptance thereof by Contractor, shall not constitute acceptance of the Work or any portion thereof and shall in no way reduce the liability of Contractor to replace unsatisfactory work or material, whether or not the unsatisfactory character of such work or material was apparent or detected at the time such payment was made.

13. ACCEPTANCE NOT RELEASE

Contractor shall correct immediately any defective or imperfect work or materials that may be discovered before final acceptance of the entire Work, whether or not such defect or imperfection was previously noticed or identified by the City. The inspection of the Work, or any part thereof, shall not relieve Contractor of any of its obligations to perform satisfactory work as herein specified.

Failure or neglect on the part of City or any of its officers, employees or authorized agents to discover, identify, condemn or reject defective or imperfect work or materials shall not be construed to imply an acceptance of such work or materials, if such defect or imperfection becomes evident at any time prior to final acceptance of the entire Work, nor shall such failure or neglect be construed as barring City from enforcing Contractor's warranty(ies) or otherwise recovering damages or such a sum of money as may be required to repair or rebuild the defective or imperfect work or materials whenever City may discover the same, subject only to any statutes of limitation that may apply to any such claim.

14. CITY'S RIGHT TO TAKE POSSESSION OF THE WORK IN WHOLE OR IN PART

The City shall have the right at any time to enter upon the Work site and perform work not covered by this Agreement, or to occupy and use a portion of the Work, prior to the date of the final acceptance of the Work as a whole, without in any way relieving Contractor of any obligations under this Agreement.

15. NO WAIVER OF REMEDIES

Neither the inspection by City, its officers, employees or agents, nor any certificate or other approval for the payment of money, nor any payment for, nor acceptance of the whole or any part

of the Work by City, nor any extensions of time, nor any position taken by City, its officers, employees or its agents shall operate as a waiver of any provision of the Contract Documents nor of any power herein reserved to City or any right to damages herein provided, nor shall any waiver of any breach of this Agreement be held to be a waiver of any other or subsequent breach. All remedies provided in the Contract Documents shall be taken and construed as cumulative; in addition to each and every other remedy herein provided, the City shall have any and all equitable and legal remedies that it would in any case have.

16. WARRANTY

Except as otherwise expressly provided in the Contract Documents, and excepting only items of routine maintenance, ordinary wear and tear and unusual abuse or neglect by City, Contractor warrants and guarantees all Work executed and all supplies, materials and devices of whatsoever nature incorporated in or attached to the Work, or otherwise provided as a part of the Work pursuant to the Contract, to be absolutely free of all defects of workmanship and materials for a period of one year after final acceptance of the Work under each Task Order by the City. Contractor shall repair or replace all work or material, together with any other work or material that may be displaced or damaged in so doing, that may prove defective in workmanship or material within this one year warranty period without expense or charge of any nature whatsoever to City.

In the event that Contractor shall fail to comply with the conditions of the foregoing warranty within ten (10) days after being notified of the defect in writing, City shall have the right, but shall not be obligated, to repair, or obtain the repair of, the defect and Contractor shall pay to City on demand all costs and expense of such repair. Notwithstanding anything herein to the contrary, in the event that any defect in workmanship or material covered by the foregoing warranty results in a condition that constitutes an immediate hazard to public health or safety, or any property interest, or any person, City shall have the right to immediately repair, or cause to be repaired, such defect, and Contractor shall pay to City on demand all costs and expense of such repair. The foregoing statement relating to hazards to health, safety or property shall be deemed to include both temporary and permanent repairs that may be required as determined in the sole discretion and judgment of City.

In addition to the above, the Contractor shall make a written assignment of all manufacturer's and other product warranties to the City, prior to completion and final acceptance of the Work by City.

The Contractor's Performance Bond shall secure the performance of the Contractor's obligations under this Section 16, and the Contractor and its Surety shall be jointly and severally liable for these obligations.

17. LIQUIDATED DAMAGES IF WORK NOT COMPLETED ON TIME

- A. The actual fact of the occurrence of damages and the actual amount of the damages that City would suffer if the entire Work under each Task Order, and/or any specified portion thereof, were not completed within the time(s) specified herein are dependent upon many circumstances and conditions that could prevail in various combinations, and for this reason, it is impracticable and extremely difficult to fix the actual damages. Damages that

City would suffer in the event of such delay include: loss of the use of the project; expenses of prolonged assignment to the project of an architectural and/or engineering staff; prolonged costs of administration, inspection, and supervision; increased operational expenses and/or impaired operation of other facilities dependent upon completion of the project; and the loss and inconvenience suffered by the public within the City of Sacramento by reason of the delay in the completion of the project or portion thereof. Accordingly, the parties agree, and by execution of this Agreement, Contractor acknowledges that it understands and agrees, that the amount(s) set forth herein as liquidated damages reflect the parties' best efforts at the time of entering into the Contract to estimate the damages that may be incurred by City and the public due to the Contractor's delay in completion of the Work and/or any specified portion thereof, and shall be presumed to be the amount of damages sustained by the failure of Contractor to complete the entire Work and/or any specified portion thereof within the time(s) specified herein.

- B. Contractor shall pay liquidated damages to City for failure to complete the entire Work by the Completion Date (as extended in accordance with the Contract Documents, if applicable) in the amount of \$410.00 for each calendar day after the Completion Date (as extended in accordance with the Contract Documents, if applicable), continuing to the time at which the entire Work under a Task Order is completed. Such amount is the actual cash value agreed upon by the City and Contractor as the loss to City and the public resulting from Contractor's default.

The parties agree, and by execution of this Agreement, Contractor acknowledges that it understands and agrees, that the foregoing provisions provide for the imposition of liquidated damages from the Completion Date (as extended in accordance with the Contract Documents, if applicable) until the date of completion of the entire Work as determined by the Engineer in accordance with Section 8-4 of the Standard Specifications, whether or not the Work or any portion thereof is claimed or determined to be substantially complete prior to such date of completion.

18. INDEMNITY AND HOLD HARMLESS

- A. Contractor shall defend, hold harmless and indemnify the City, its officers, employees, and agents, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, whether arising on or off the site of the Work, including, but not limited to, any fees and/or costs reasonably incurred by City's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform the Work by the Contractor, any subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder,

or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense to the extent arising from (i) the sole negligence or willful misconduct of, or defects in design furnished by, City, its agents, servants, or independent contractors who are directly responsible to City, or (ii) the active negligence of City.

- B. The existence or acceptance by City of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of City's rights under this Section 18, nor shall the limits of such insurance limit the liability of Contractor hereunder. The provisions of this Section 18 shall survive any expiration or termination of the Contract.

19. CONTRACTOR SHALL ASSUME RISKS

Until the completion and final acceptance by City of all Work under this Agreement, the Work shall be under Contractor's responsible care and charge, and Contractor, at no cost to City, shall rebuild, repair, restore and make good all injuries, damages, re-erectments, and repairs occasioned or rendered necessary by accidental causes of any nature, to all or any portions of the Work.

20. GENERAL LIABILITY OF CONTRACTOR

Except as otherwise herein expressly stipulated, Contractor shall perform all the Work and furnish all the labor, materials, tools, equipment, apparatus, facilities, transportation, power and light, and appliances, necessary or proper for performing and completing the Work herein required in the manner and within the time herein specified. The mention of any specific duty or liability of Contractor shall not be construed as a limitation or restriction of any general liability or duty of Contractor, and any reference to any specific duty or liability shall be construed to be solely for the purpose of explanation.

21. INSURANCE

During the entire term of this Agreement, Contractor shall maintain the insurance coverage described in this Section 21.

Full compensation for all premiums that Contractor is required to pay for the insurance coverage described herein shall be included in the compensation specified for the Work performed by Contractor under this Agreement. No additional compensation will be provided for Contractor's insurance premiums. Any available insurance proceeds in excess of the specified minimum limits and coverages shall be available to the City.

It is understood and agreed by the Contractor that its liability to the City shall not in any way be limited to or affected by the amount of insurance coverage required or carried by the Contractor in connection with this Agreement.

- A. Minimum Scope & Limits of Insurance Coverage

- (1) Commercial General Liability Insurance providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, arising out of activities performed by or on behalf of Contractor and its subcontractors, products and completed operations of Contractor and its subcontractors, and premises owned, leased, or used by Contractor and its subcontractors, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.
- (2) Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than one million dollars (\$1,000,000) per accident. The policy shall provide coverage for owned, non-owned, and/or hired autos as appropriate to the operations of the Contractor.
- (3) Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Workers' Compensation policy shall include a waiver of subrogation in favor of the City.

B. Additional Insured Coverage

- (1) Commercial General Liability Insurance: The City, its officials, employees, and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of: activities performed by or on behalf of Contractor and its subcontractors; products and completed operations of Contractor and its subcontractors; and premises owned, leased, or used by Contractor and its subcontractors.
- (2) Automobile Liability Insurance: The City, its officials, employees, and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

C. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

- (1) Contractor's insurance coverage, including excess insurance, shall be primary insurance as respects City, its officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officials, employees, or

volunteers shall be in excess of Contractor's insurance and shall not contribute with it.

- (2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its officials, employees, or volunteers.
- (3) Coverage shall state that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (4) City will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

D. Acceptability of Insurance

Insurance shall be placed with insurers with a Bests' rating of not less than A:VI. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section 21 must be declared to and approved by the City in writing prior to execution of this Agreement.

E. Verification of Coverage

- (1) Contractor shall furnish City with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the City representative. Copies of policies shall be delivered to the City on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.
- (2) For all insurance policy renewals during the term of this Agreement, Contractor shall send insurance certificates reflecting the policy renewals directly to:

City of Sacramento
 c/o Ebix RCS
 Reference #: (This number will be provided by EBIX after Contract approval.)
 PO Box 257
 Portland, MI 48875-0257

Insurance certificates also may be faxed to (770) 325-3340, or e-mailed to:
 CertsOnly-Portland@ebix.com

- (3) The City may withdraw its offer of contract or cancel this Agreement if the certificates of insurance and endorsements required have not been provided prior to City's execution of this Agreement. The City may withhold payments to Contractor or cancel this Agreement if the insurance is canceled or Contractor otherwise ceases to be insured as required herein.

F. Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in subsection A, above.

22. FAILURE TO MAINTAIN BONDS OR INSURANCE

If, at any time during the performance of this Agreement, Contractor fails to maintain any item of the bonds and/or insurance required under this Agreement in full force and effect, Contractor shall immediately suspend all work under this Agreement and notify City in writing of such failure. After such notice is provided, or if City discovers such failure and notifies Contractor, the City thereafter may withhold all contract payments due or that become due until notice is received by City that such bonds and/or insurance have been restored in full force and effect and that the premiums therefor have been paid for a period satisfactory to the Division of Risk Management. Contractor shall not resume work until notified by City to do so, and the City shall have no responsibility or liability for any costs incurred by Contractor as a result of such suspension of Work.

In addition to the foregoing, any failure to maintain any item of the required bonds and/or insurance at any time during the performance of this Agreement will be sufficient cause for termination of this Agreement by City.

The Contractor shall be solely responsible for, and shall defend, indemnify and hold harmless the City, its officers, employees and agents against and from, any and all damages, claims, losses, actions, costs or other expenses of any kind incurred by any party as a direct or indirect result of any suspension of Work or termination of this Agreement under the provisions of this Section.

23. EXCUSABLE DELAYS

For the purpose of this Agreement, the term "Excusable Delay" shall mean, and is limited to, delay caused directly by: acts of God; acts of a public enemy; fires; inclement weather as determined by the Engineer; riots; insurrections; epidemics; quarantine restrictions; strikes; lockouts; sitdowns; acts of a governmental agency; priorities or privileges established for the manufacture, assemble, or allotment of materials necessary in the Work by order, decree or otherwise of the United States or by any department, bureau, commission, committee, agent, or administrator of any legally constituted public authority; changes in the Work ordered by City insofar as they necessarily require additional time in which to complete the Work; the prevention of Contractor from commencing or prosecuting the Work because of the acts of others, excepting Contractor's subcontractors or suppliers; or the prevention of Contractor from commencing or prosecuting the Work because of a Citywide failure of public utility service.

The term "Excusable Delay" shall specifically not include: (i) any delay that could have been avoided by the exercise of care, prudence, foresight and diligence on the part of Contractor; (ii) any delay in the prosecution of any part of the Work that does not constitute a Controlling Operation, whether or not such delay is unavoidable; (iii) any reasonable delay resulting from time required by City for review of any Contractor submittals and for the making of surveys, measurements and inspection; and, (iv) any delay arising from an interruption in the prosecution of the Work on account of reasonable interference by other contractors employed by City that

does not necessarily prevent the completion of the entire Work within the time specified. Excusable Delays, if any, shall operate only to extend the Completion Date (not in excess of the period of such delay as determined by City) and shall not under any circumstances increase the amount City is required to pay Contractor except as otherwise provided in this Agreement.

24. CONTRACTOR TO SERVE NOTICE OF DELAYS

Whenever Contractor foresees any delay in the prosecution of the Work, and in any event as soon as possible (not to exceed a period of ten (10) calendar days) after the initial occurrence of any delay that Contractor regards as or may later claim to be an Excusable Delay, the Contractor shall notify the Engineer in writing of such delay and its cause, in order that the Engineer: (i) may take immediate steps to prevent if possible the occurrence or continuance of the delay; or (ii) if this cannot be done, may determine whether the delay is to be considered excusable, how long it continues, and to what extent the prosecution and completion of the Work are delayed thereby. Said written notice shall constitute an application for an extension of time only if the notice requests such an extension and sets forth the Contractor's estimate of the additional time required together with a full description of the cause of the delay relied upon.

After the completion of any part or whole of the Work, the Engineer, in estimating the amount due Contractor, will assume that any and all delays that may have occurred in its prosecution and completion were not Excusable Delays, except for such delays for which the Contractor has provided timely written notice as required herein, and that the Engineer has found to be excusable. Contractor shall not be entitled to claim Excusable Delay for any delay for which the Contractor failed to provide such timely written notice.

25. EXTENSION OF TIME

If the Contractor complies with Section 24, above, and the Engineer finds a delay claimed by the Contractor to be an Excusable Delay, the Contractor shall be allowed an extension of time to complete the Work that is proportional to the period of Excusable Delay determined by the Engineer, subject to the approval by City of a change order granting such time extension. During a duly authorized extension for an Excusable Delay, City shall not charge liquidated damages against the Contractor for such delay.

If the City extends the time to complete the Work as provided herein, such extension shall in no way release any warranty or guarantee given by Contractor pursuant to the provisions of the Contract Documents, nor shall such extension of time relieve or release the sureties of the Bonds provided pursuant to the Contract Documents. By executing such Bonds, the Sureties shall be deemed to have expressly agreed to any such extension of time. The granting of any extension of time as provided herein shall in no way operate as a waiver on the part of City of its rights under this Agreement, excepting only extension of the Completion Date for such period of Excusable Delay as may be determined by the Engineer and approved by a duly authorized change order.

26. NO PAYMENT FOR DELAYS

No damages or compensation of any kind shall be paid to Contractor or any subcontractor because of delays in the progress of the Work whether or not such delays qualify for extension of time under this Agreement; except that this provision shall not preclude the recovery of damages for a

delay caused by the City that is unreasonable under the circumstances and that is not within the contemplation of the parties, provided that the Contractor timely submits all such written notice(s) and fully complies with such other procedures as may be specified in the Contract Documents or any Laws or Regulations for Contractor to claim damages for such delay.

27. CHANGES IN THE WORK

Changes in the Work authorized or directed in accordance with the Contract Documents or Task Order and extensions of time of completion made necessary by reason thereof shall not in any way release any warranty or guarantee given by Contractor pursuant to the provisions of the Contract Documents, nor shall such changes in the Work relieve or release the Sureties on Bonds provided pursuant to the Contract Documents. By executing such Bonds, the Sureties shall be deemed to have expressly agreed to any such change in Work and to any extension of time made by reason thereof.

28. TERMINATION AFTER COMPLETION DATE

In addition to any other rights City may have, if any services or work required under the Contract (including but not limited to punch list items) are not completed as of the Completion Date (as adjusted by any extensions of time for Excusable Delays granted pursuant to the Contract Documents), City may terminate this Agreement at any time after the Completion Date (as adjusted by any extensions of time for Excusable Delays granted pursuant to the Contract Documents), by providing a written notice to Contractor specifying the date of termination. Such notice also may specify conditions or requirements that Contractor must meet to avoid termination of this Agreement on such date. If Contractor fails to fulfill all such conditions and requirements by such termination date, or, if no such conditions or requirements are specified, Contractor shall cease rendering services and performing work on such termination date, and shall not be entitled to receive any compensation for services rendered or work performed after such termination date. In the event of such termination, Contractor shall remain liable to City for liquidated damages incurred for any period of time prior to the termination date.

In addition to any other charges, withholdings or deductions authorized under this Agreement or any Laws or Regulations, if City terminates this Agreement pursuant to this section, City may withhold and deduct from any payment and/or retention funds otherwise due Contractor any sum necessary to pay the City's cost of completing or correcting, or contracting for the completion or correction of, any services or work under this Agreement that are not completed to the satisfaction of the City or that otherwise are deficient or require correction as of such termination date, including but not limited to incomplete punch list items. Such costs shall include all of the City's direct and indirect costs incurred to complete or correct such services or work, including the City's administrative and overhead costs. If the amount of payment(s) and/or retention funds otherwise due the Contractor are insufficient to pay such costs, City shall have the right to recover the balance of such costs from the Contractor and/or its Surety(ies).

29. TERMINATION FOR CONVENIENCE

Upon written notice to the Contractor, the City may at any time, without cause and without prejudice to any other right or remedy of the City, elect to terminate this Agreement for the convenience of City. In such case, the Contractor shall be paid (without duplication of any items,

and after deduction and/or withholding of any amounts authorized to be deducted or withheld by the Contract Documents or any Laws or Regulations):

- A. For Work executed in accordance with the Contract Documents prior to the effective date of termination and determined to be acceptable by the Engineer, including fair and reasonable sums for overhead and profit on such Work;
- B. For reasonable claims, costs, losses, and damages incurred in settlement of terminated contracts with subcontractors, suppliers, and others; and
- C. For reasonable expenses directly attributable to termination.

Contractor shall not be paid for any loss of anticipated profits or revenue for any Work not performed prior to termination, nor for any economic loss arising out of or resulting from such termination, except for the payments listed in this section. Contractor's warranty under Section 16 of this Agreement shall apply, and Contractor shall remain responsible for all obligations related to such warranty, with respect to all portions of the Work performed prior to the effective date of the termination for convenience pursuant to this section. The City shall be entitled to have any or all remaining Work performed by other contractors or by any other means at any time after the effective date of a termination for convenience pursuant to this section.

30. TERMINATION FOR BREACH OF CONTRACT

If Contractor abandons the Work under this Agreement, or if this Agreement or any portion of this Agreement is sublet or assigned without the consent of the City, or if the Engineer determines in the Engineer's sole discretion that the conditions of this Agreement in respect to the rate of progress of the Work are not being fulfilled or any part thereof is unnecessarily delayed, or if Contractor violates or breaches, or fails to execute in good faith, any of the terms or conditions of this Agreement, or if Contractor refuses or fails to supply enough properly skilled labor or materials or refuses or fails to make prompt payment to subcontractors for material or labor, or if Contractor disregards any Laws or Regulations or proper instruction or orders of the Engineer, then, notwithstanding any provision to the contrary herein, the City may give Contractor and its Sureties written notification to immediately correct the situation or this Agreement shall be terminated.

In the event that such notice is given, and, in the event such situation is not corrected, or arrangements for correction satisfactory to the City are not made, within ten (10) calendar days from the date of such notice or within such other period of time as may be specified by the City in the notice, this Agreement shall upon the expiration of said period cease and terminate. In the event of any such termination, City may take over the Work and prosecute the Work to completion, or otherwise, and the Contractor and its Sureties shall be liable to City for any cost occasioned City thereby, as hereinafter set forth.

In the event City completes the Work, or causes the Work to be completed, no payment of any kind shall be made to Contractor until the Work is complete. The cost of completing the Work, including but not limited to, extra costs of project administration and management incurred by City, both direct or indirect, shall be deducted from any sum then due, or that becomes due, to Contractor from City. If sums due to Contractor from City are less than the cost of completing the Work,

Contractor and its Sureties shall pay City a sum equal to this difference on demand. In the event City completes the Work, and there is a sum remaining due to Contractor after City deducts the costs of completing the Work, then City shall pay such sum to Contractor. The Contractor and Contractor's Sureties shall be jointly and severally liable for all obligations imposed on Contractor hereunder.

No act by City before the Work is finally accepted, including, but not limited to, exercise of other rights under this Agreement, actions at law or in equity, extensions of time, payments, assessments of liquidated damages, occupation or acceptance of any part of the Work, waiver of any prior breach of this Agreement or failure to take action pursuant to this Section upon the happening of any prior default or breach of Contractor, shall be construed to be a waiver or estoppel of the City's right to act pursuant to this Section upon any subsequent event, occurrence or failure by Contractor to fulfill the terms and conditions of this Agreement. The rights of City to terminate this Agreement pursuant to this Section and pursuant to Sections 28 and 29 are cumulative and are in addition to all other rights of City pursuant to this Agreement and at law or in equity.

31. CONTRACTOR BANKRUPT

If Contractor should commence any bankruptcy proceeding, or if Contractor is adjudged a bankrupt, or if Contractor makes any assignment for the benefit of creditors, or if a receiver is appointed on account of Contractor's insolvency, then the City may, without prejudice to any other right or remedy, terminate this Contract and complete the work by giving notice as provided in Section 30 above.

32. SURETIES' OBLIGATIONS UPON TERMINATION

If the City terminates this Agreement pursuant to Section 30 or Section 31 above:

- A. The Surety under Contractor's performance bond shall be fully responsible for all of the Contractor's remaining obligations of performance under this Agreement as if the Surety were a party to this Agreement, including without limitation Contractor's obligations, as provided in the Contract Documents, to complete and provide a one-year warranty of the entire Work, pay liquidated damages and indemnify, defend and hold harmless City, up to the full amount of the performance bond.
- B. The Surety under Contractor's payment bond shall be fully responsible for the performance of all of the Contractor's remaining payment obligations for work, services, equipment or materials performed or provided in connection with the Work or any portion thereof, up to the full amount of the payment bond.

33. ACCOUNTING RECORDS OF CONTRACTOR

During performance of this Agreement and for a period of three (3) years after completing the entire Work, Contractor shall maintain all accounting and financial records related to this Agreement and performance of the Work in accordance with generally accepted accounting practices, and shall keep and make such records available for inspection and audit by representatives of the City upon reasonable written notice.

34. USE TAX REQUIREMENTS

During the performance of this Agreement, Contractor, for itself, its assignees and successors in interest, agrees as follows:

- A. Use Tax Direct Payment Permit: For all leases and purchases of materials, equipment, supplies, or other tangible personal property used to perform the Work and shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall obtain a Use Tax Direct Payment Permit from the California State Board of Equalization ("SBE") in accordance with the applicable SBE criteria and requirements.

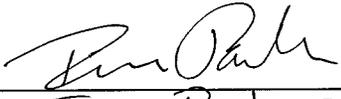
- B. The above provisions shall apply in all instances unless prohibited by the funding source for the Agreement.

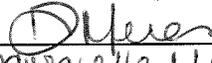
IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the date set for opposite their names.

CONTRACTOR

Under penalty of perjury, I certify that the taxpayer identification number and all other information provided here are correct.

DATE 10/9/15

BY 
Tim Parker
Print Name
President
Title

BY 
Dawnielle Meyer
Print Name
Asst. Corp. Secretary
Title
52 24 50493
Federal ID#
248 87697
State ID#
140622

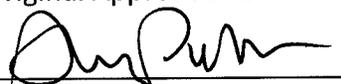
City of Sacramento Business Operation Tax Certificate No. (City will not award contract until Certificate Number is obtained)

Type of Business Entity (check one):
 Individual/Sole Proprietor
 Partnership
 Corporation
 Limited Liability Company
 Other (please specify: _____)

CITY OF SACRAMENTO
a municipal corporation

DATE _____

BY _____
For: John F. Shirey, City Manager

Original Approved As To Form:

City Attorney

Attest:

City Clerk

ATTACHMENT 2 (RATE SCHEDULE)

Department of Parks & Recreation On-Call General Contracting Services

The City has evaluated all the proposals and the following conditions reflect the basis on the On-Call General Contractor's Contracting Services:

A. Rate Schedule- prevailing wages required for this contract

Project Manager	<u>\$ 65.00</u>
Estimator	<u>\$ 65.00</u>
Superintendent	<u>\$ 65.00</u>
Regular Journeyman	<u>\$ 80.00</u>
Apprentices	<u>\$ 60.00</u>
Laborer	<u>\$ 43.00</u>
Clerical	<u>\$ 35.00</u>

1. Works conducted between the hours of 7:00 AM to 7:00 PM time frame is evaluated based on above rate schedule.
2. Work beyond an 8 hour shift would be considered at the overtime rate upon mutual written agreement and authorization from the designated City project manager.
3. Unplanned and /or emergency work, conducted on hourly basis, outside of the 7:00 AM to 7:00 PM time frame is calculated at the "Overtime" rate of 1.25 X above rate. This section does not apply to "not to exceed bid proposals".
4. Travel time for work within the City is calculated from the point of departure to the job site at the rates shown above to a maximum of one hour per technician. Travel time will be charged at 15 minute increments, rounded upward.
5. Tools and equipment obtained from local vendors is charged at the invoice amount plus not to exceed amount of 10% above invoice.
6. Company owned specialty equipment, must be listed and identified with proposed rates to this proposal. The City will reserve the right to determine the rate charged and the type of equipment that may required be reimbursed for items that are not listed as an attachment.
7. All Projects under this contract would be subject to prevailing wages. The rate will be determined based on the latest State of California prevailing wage rate guidelines, list at www.dir.ca.gov/dlsr/dprevwagedetermination.htm.
8. Projects performed on hourly basis that are subject to prevailing wage guidelines will be inclusive of maximum rate of 30% burden in addition to 10% profit and overhead.

9. City reserves the right to ask for total bid or hourly basis proposal from one or all contractors from the on-call list. All works requested to be performed on hourly basis shall be subject to the above rate schedule (section A).
10. Estimates to evaluate or bid on a job will be conducted at no cost to the City of Sacramento.
11. General contractor must maintain the appropriate certification and/or licenses related to the trade, during the life of the contract. Sub-contractors hired by the general contractor to perform any specialty work must be licensed in that particular category and must have at least two years of verifiable experience in the specific trades performed.
12. General contractor must provide the City of Sacramento following list of prior to finalizing the contract:
 - A. All certifications and/or other licenses within the State of California.
 - B. Name and a number of 24 hours emergency contracts.
 - C. List of heavy, light duty equipment and the hourly/daily cost rate.

City of
SACRAMENTO

Subcontractor and Local Business Enterprise Participation Form
For Public Projects over \$100,000 (use only base bid amount to estimate dollar value)
THIS FORM MUST BE SUBMITTED WITH THE SEALED BID PROPOSAL

To be eligible for award of this contract, the bidder shall list the business entities used to attain the 5% LBE requirement. Additionally, the bidder shall list all other subcontractors who perform work, render service, or provide materials in an amount in excess of one-half of 1 percent of the total bid amount. In the case of bids for the construction of streets and highways, including bridges, subcontractors whose subcontract value exceeds one-half of 1 percent of the total bid or ten thousand dollars (\$10,000), whichever is greater, shall be listed. Estimated dollar values shall be provided for all work / services listed. The failure to attain the 5% LBE participation or the inclusion of false information or the omission of required information will render the bid non-responsive.

Prime Contractor Name	Parker Landscape Development Inc.	Date	8/18/15
Prime Contractor Address	6251 Sky Creek Dr #A. Sac. Cal.	Bid Amount	\$
(REQUIRED) Prime Contractor DIR Registration #	100000381	Is Prime LBE?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Business Name	Subcontractor DIR Registration # (subject to verification)	LBE?	Type of Work, Services, or Supplies to be provided to complete contract	Estimated Dollar Value of Work, Services or Supplies to be Performed of Provided
License Number		Yes		\$
Address		No		
City, State, Zip				
Contact Person				
Phone				
Business Name	Subcontractor DIR Registration # (subject to verification)	LBE?	Type of Work, Services, or Supplies to be provided to complete contract	Estimated Dollar Value of Work, Services or Supplies to be Performed of Provided
License Number		Yes		\$
Address		No		
City, State, Zip				
Contact Person				
Phone				
Business Name	Subcontractor DIR Registration # (subject to verification)	LBE?	Type of Work, Services, or Supplies to be provided to complete contract	Estimated Dollar Value of Work, Services or Supplies to be Performed of Provided
License Number		Yes		\$
Address		No		
City, State, Zip				
Contact Person				
Phone				

COPY AND ATTACH ADDITIONAL SHEETS AS NECESSARY
I hereby certify that each subcontractor listed on this Subcontractor and LBE Participation Form has been notified that it has been listed and has consented in writing to its name being submitted for this contract. The Prime Contractor also certifies that it will notify each subcontractor listed on this Form in writing if the contract award is made to the Prime Contractor, and will make all documentation relevant to the subcontractor and LBE participation available to City of Sacramento upon request. The Prime Contractor further certifies that all of the information contained in this Form is true and correct and acknowledges that the City will rely on the accuracy of this information in awarding the contract.

PRINCIPAL OF FIRM:

<i>Tim Parker</i>	President	8/18/15
Signature	Title	Date

Form Revised
3/9/15

EXHIBIT A

CITY OF SACRAMENTO
PERFORMANCE BOND

Bond No.: 0666000

Premium: \$2,375.00

Page 1 of 1

WHEREAS, the City of Sacramento, State of California, hereinafter called City, has conditionally awarded to PARKER LANDSCAPE DEVELOPMENT, INC., 6251 SKY CREEK DRIVE, SUITE A, SACRAMENTO, CA 95828:

as principal, hereinafter called Contractor, a contract for construction of:

ON-CALL GENERAL CONTRACTING SERVICES

which contract is by reference incorporated herein and made a part hereof as if the Surety named below were a party to the contract, and is hereinafter referred to as the Contract; and

WHEREAS, under the terms of the Contract, Contractor is required to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, we the Contractor and (here insert full name and address of Surety):

International Fidelity Insurance Company, 2999 Oak Road, Suite 820, Walnut Creek, CA 94597,
a corporation duly authorized and admitted to transact business and issue surety bonds in the State of California, hereinafter called Surety, are held and firmly bound unto the City, as obligee, in the sum of: **ONE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$100,000.00)**, for the payment of which sum well and truly to be made, we the Contractor and Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally. The condition of this obligation is such that, if the Contractor, Contractor's heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and fully perform all covenants, conditions and agreements required to be kept and performed by Contractor in the Contract and any changes, additions or alterations made thereto, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meanings, and shall indemnify and save harmless the City, its officers, employees and agents, as therein provided, then the Surety's obligations under the Contract and this bond shall be null and void; otherwise they shall be and remain in full force and effect. This obligation shall remain in full force and effect through the end of the Contract warranty period, which will expire one year after the completion of work date specified in the Notice of Completion filed for the above-named project.

As part of the obligations secured hereby and in addition to the sum specified above, there shall be included all costs, expenses and fees, including attorney's fees, reasonably incurred by City in successfully enforcing such obligations, all to be taxed as costs and included in any judgment rendered.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or to the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by authorized representatives of the Contractor and Surety. SIGNED AND SEALED on October 20th, 2015.

Parker Landscape Development, Inc.
(Contractor) (Seal)
By _____
Title Timothy J. Parker, President

International Fidelity Insurance Company
(Surety) (Seal)
By Stanley J. Matranga
Title Stanley J. Matranga, Attorney-in-Fact

ORIGINAL APPROVED AS TO FORM:
[Signature]
City Attorney

Agent name & Address Matranga Bonds & Insurance Services
P.O. Box 2143, Carmichael, CA 95609
Agent Phone # (916) 489-1799
Surety Phone # (800) 277-3537
California License # OC13015

Tel (973) 624-7200

POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

ERIC V. MATRANGA, STANLEY J. MATRANGA

Carmichael, CA.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under, and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

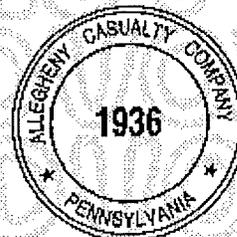
"RESOLVED, that (1) the President, Vice President, Chief Executive Officer or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 22nd day of July, 2014.



STATE OF NEW JERSEY
County of Essex

ROBERT W. MINSTER
Chief Executive Officer (International Fidelity Insurance Company) and President (Allegheny Casualty Company)



On this 22nd day of July 2014, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this

20th day of October, 2015

MARIA BRANCO, Assistant Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Sacramento)

On October 20th, 2015 before me, Eric Matranga, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Stanley J. Matranga
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature *Eric Matranga*
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended 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: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

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

EXHIBIT B

CITY OF SACRAMENTO
PAYMENT BOND

Bond No.: 0666000
Premium: Included in Perf. Bond

Page 1 of 1

WHEREAS, the City of Sacramento, in the State of California, hereinafter called City, has conditionally awarded to: PARKER LANDSCAPE DEVELOPMENT, INC., 6251 SKY CREEK DRIVE, SUITE A, SACRAMENTO, CA 95828, hereinafter called Contractor, a contract for construction of:

ON-CALL GENERAL CONTRACTING SERVICES

Which contract is by reference incorporated herein and made a part hereof, and is hereinafter referred to as the Contract; and

WHEREAS, under the terms of the Contract and pursuant to Chapter 5 of Title 3 of Part 6 of Division 4 of the California Civil Code (commencing with Civil Code Section 9550), Contractor is required to furnish a good and sufficient payment bond to secure payment of the claims to which reference is made in Civil Code Section 9554.

NOW, THEREFORE, we the Contractor and (here insert full name and address of Surety):
International Fidelity Insurance Company, 2999 Oak Road, Suite 820, Walnut Creek, CA 94597

a corporation duly authorized and admitted to transact business and issue surety bonds in the State of California, hereinafter called Surety, are held and firmly bound unto the City, and unto all persons or entities entitled to assert a claim against a payment bond under any of the aforesaid Civil Code provisions in the sum of **ONE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$100,000.00)**, on the condition that if Contractor shall fail to pay for any materials or equipment furnished or used in performance of the Contract, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board or the Employment Development Department from the wages of employees of the Contractor and all subcontractors with respect to such work or labor, then the Surety shall pay the same in an amount not exceeding the sum specified above. If suit is brought upon this bond, Surety shall pay, in addition to the above sum, all costs, expenses and fees, including attorney's fees, reasonably incurred by any party in successfully enforcing the obligation secured hereby, all to be taxed as costs and included in any judgment rendered. Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect, and shall bind Contractor, Surety, their heirs, executors, administrators, successors and assigns, jointly and severally.

It is hereby stipulated and agreed that this bond shall inure to the benefit of all persons, companies, corporations, political subdivisions, State agencies and other entities entitled to assert a claim against a payment bond under any of the aforesaid Civil Code provisions, so as to give a right of action to them or their assigns in any suit brought upon this bond. The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or to the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by authorized representatives of the Contractor and Surety. SIGNED AND SEALED on October 20th, 2015.

Parker Landscape Development, Inc.
(Contractor) (Seal)
By _____
Title Timothy J. Parker, President

International Fidelity Insurance Company
(Surety) (Seal)
By Stanley J. Matranga
Title Stanley J. Matranga, Attorney-in-Fact

ORIGINAL APPROVED AS TO FORM:

[Signature]
City Attorney

Agent name & Address Matranga Bonds & Insurance Services
P.O. Box 2143, Carmichael, CA 95609
Agent Phone # (916) 489-1799
Surety Phone # (800) 277-3537
California License # OC13015

Tel (973) 624-7200

POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

ERIC V. MATRANGA, STANLEY J. MATRANGA

Carmichael, CA.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000.

"RESOLVED, that (1) the President, Vice President, Chief Executive Officer or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 22nd day of July, 2014.



STATE OF NEW JERSEY
County of Essex

ROBERT W. MINSTER
Chief Executive Officer (International Fidelity Insurance Company) and President (Allegheny Casualty Company)



On this 22nd day of July 2014, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this

20th day of OCTOBER 2015

MARIA BRANCO, Assistant Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Sacramento)

On October 20th, 2015 before me, Eric Matranga, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Stanley J. Matranga
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature: [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended 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: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

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

POLICY NUMBER: WPP125682900

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Blanket as required by written contract; Primary/Noncontributory wording included	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: WPP125682900

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Blanket as required by written contract. Primary/Noncontributory wording included	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: WPP125682900

COMMERCIAL AUTO
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

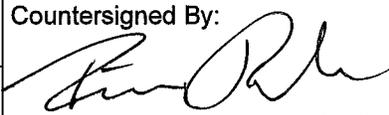
This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: <p style="text-align: center; margin: 0;">3/31/2015</p>	Countersigned By: <div style="text-align: center; margin: 5px 0;">  </div> <p style="text-align: right; margin: 0;">(Authorized Representative)</p>
Named Insured: <p style="text-align: center; margin: 0;">Parker Landscape Development</p>	

SCHEDULE

Name of Person(s) or Organization(s): <p style="text-align: center; margin: 0;">Blanket as required by written contract.</p>

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

**WC 04 03 06
(Ed. 4-84)**

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Any person or organization as required by written contract.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Endorsement Effective 03/31/2015

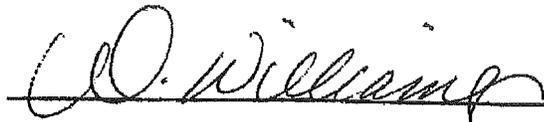
Policy No. SWC1072417

Endorsement No. WC040306

Insured Parker Landscape Development

Insurance Company Security National Insurance Company

Countersigned by



AGREEMENT
(Construction Contract Over \$25,000)

THIS AGREEMENT is made and entered into on _____, 2015 ("Effective Date") is between the CITY OF SACRAMENTO, a municipal corporation ("City"), and SAENZ LANDSCAPE CONSTRUCTION, 12167 FOLSOM BLVD., SUITE D, RANCHO CORDOVA, CA 95742, ("Contractor").

The City and Contractor hereby mutually agree as follows:

1. **CONTRACT DOCUMENTS**

The Contract Documents, sometimes also referred to as the "Contract," consist of the following items, which are hereby incorporated by reference as if set forth in full in this Agreement:

- The Notice to Contractors
- The Price Proposals submitted by the Contractor for each Task Order
- The Instructions to Bidders
- The Local Business Enterprise (LBE) Requirements
- The Requirements for the Non-Discrimination in Employee Benefits by City Contractors Ordinance and the Declaration of Compliance
- The City's Reference Guide for Construction Contracts
- The Addenda, if any
- This Agreement
- The Standard Specifications
- The Special Provisions
- The Plans and Technical Specifications (to be issued for each Task Order)
- The drawings and other data and all developments thereof prepared by City pursuant to the Agreement
- Any modifications of any of the foregoing made or approved by City, including but not limited to duly authorized change orders.

Unless specifically noted otherwise, references to the "Standard Specifications" shall mean and refer to the Standard Specifications for Public Construction of the City of Sacramento approved by the Sacramento City Council on June 4, 2007 (Resolution No. 2007-350), and any subsequent amendments thereto approved by the Sacramento City Council or the Sacramento City Manager. Work called for in any one Contract Document and not mentioned in another is to be performed and executed as if mentioned in all Contract Documents. The table of contents, titles and headings contained in the Contract Documents are provided solely to facilitate reference to various provisions of the Contract Documents and in no way affect or limit the interpretation of the provisions to which they refer.

2. **DEFINITIONS**

Unless otherwise specifically provided herein, all words and phrases defined in the Standard Specifications shall have the same meaning and intent in this Agreement.

3. **AGREEMENT CONTROLS**

In the event of a conflict between any of the terms and conditions set forth in this Agreement and the terms and conditions set forth in other Contract Documents, the terms and conditions set forth in this Agreement shall prevail, except that the provisions of any duly authorized change order shall prevail over any conflicting provisions of this Agreement.

4. SCOPE OF CONTRACT

Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, material and transportation necessary to perform and complete in a good and workmanlike manner to the satisfaction of City, all the Work called for in the Task Orders issued under this Agreement and in accordance with the Contract Documents entitled:

ON-CALL GENERAL CONTRACTING SERVICES

Contractor agrees to perform such Work in the manner designated in and in strict conformity with the Contract Documents.

The Task Orders will detail the scope of Work for each job and may involve varying levels of effort during the term of the Agreement. Contractor shall provide City with a Price Proposal for each Task Job and City may award that Task Order to Contractor. The need for services may not be continuous during the term. It is understood and agreed by Contractor that no services at all may be required and no Task Orders may be issued by City under this Agreement. Contractor shall not commence Work prior to receiving a Notice to Proceed from the City for the specific Task Order.

5. TERM OF AGREEMENT.

The term of this Agreement shall commence on the Effective Date and shall extend for five years. The City may terminate this Agreement for its convenience as set forth in Section 29.

6. PREVAILING WAGES AND BONDS.

The services provided under this Agreement constitute "public works" under California Labor Code section 1720 *et seq.* This Agreement is subject to the provisions of Sacramento City Code section 3.60.180, Payment of prevailing rate of wages—Maximum hours of labor—Penalties, and section 3.60.190, Apprentices. Sacramento City Code section 3.60.180 requires, among other things, that Contractor pay not less than the prevailing rate of wages, as determined by the Director of the California Department of Industrial Relations pursuant to California Labor Code section 1773. Contractor and every lower-tier subcontractor shall submit certified payrolls and labor compliance documentation electronically when and as required by City. Contractor is responsible for compliance of these requirements by its subcontractors and shall include these requirements in every subcontract for services that constitute "public works" under California Labor Code section 1720 *et seq.*

Labor Code Section 1725.5 (enacted by SB 854) requires the Contractor and all subcontractors performing any work under this Agreement to be currently registered with the California Department of Industrial Relations (DIR), as specified in Labor Code Section 1725.5.

Contractor is required to supply a performance bond and payment bond using the forms provided as Exhibits A and B in the amount of **\$100,000.00**. In the event that the total amount of

compensation under the Task Orders issued will exceed this amount, then the Contractor may be required to increase the payment bond and performance bond amounts so that there is bond coverage for the total amount of Work under construction. The payment bond amount may be reduced after expiration of the time period for filing wage claims and stop notice claims has expired, and the performance bond amount may be reduced after one year from the date the Work was completed and accepted.

7. CONTRACT AMOUNT AND PAYMENTS

The total Agreement amount is not to exceed THREE HUNDRED THOUSAND DOLLARS (\$300,000.00) per fiscal year and not to exceed ONE MILLION FIVE HUNDRED DOLLARS (\$1,500,000.00). City agrees to pay and Contractor agrees to accept, as complete payment for the Work, in accordance with the schedule and procedures set forth in the Contract Documents and subject to deductions, withholdings and additions as specified in the Contract Documents, a total sum that shall not exceed the total amount set forth above. In addition, subject to deductions, withholdings and additions as specified in the Contract Documents, payment for individual items of the Work shall be computed as follows:

- A. For items of the Work for which a lump sum price is specified in Contractor's Proposal Form, Contractor shall be paid the lump sum price(s) specified in Contractor's Proposal Form as set forth in Task Order; and
- B. For items of the Work for which a unit price is specified in Contractor's Proposal Form, Contractor shall be paid the sum computed at such unit price, or computed at a different price if such different price is determined by City in accordance with the Standard Specifications, based on the actual amount of each such item performed and/or furnished and incorporated in the Work; provided that in no event shall the total sum for a unit price item exceed the total bid amount set forth for such item in the Contractor's Proposal Form as set forth in each Task Order, unless authorized by Change Order.

8. PROGRESS PAYMENTS

Subject to the terms and conditions of this Agreement, City shall cause payments to be made upon demand of Contractor as follows:

- A. On or about the first of the month, the Engineer shall present to the Contractor a statement showing the amount of labor and materials incorporated in the Work through the twentieth (20) calendar day of the preceding month. After both Contractor and Engineer approve the statement in writing, and the City's labor compliance officer provides written approval, the City shall issue a certificate for ninety-five (95) percent of the amount of each Task Order it shall find to be due, subject to any deductions or withholdings authorized or required under the Contract or any applicable Laws or Regulations.
- B. No inaccuracy or error in said monthly estimates shall operate to release Contractor from damages arising from such Work or from enforcement of each and every provision of the Contract Documents, and City shall have the right subsequently to correct any error made in any estimate for payment.

- C. Contractor shall not be paid for any defective or improper Work.
- D. The remaining five (5) percent of the value of the Work performed under each Task Order, if unencumbered and subject to any deductions or withholdings authorized or required under this Agreement or any applicable Laws or Regulations, shall be released not later than sixty (60) days after completion and final acceptance of the Work by City. Acceptance by Contractor of the final payment for Work under each Task Order shall constitute a waiver of all claims against the City arising under the Contract Documents, except for disputed claims in stated amounts that the Contractor specifically reserves in writing, but only to the extent that the Contractor has complied with all procedures and requirements applicable to the presentation and processing of such claim(s) under the Contract Documents. Contractor shall be entitled to substitute securities for retention or to direct that payments of retention be made into escrow, as provided in Public Contract Code Section 22300, upon execution of the City's Escrow Agreement for Security Deposits in Lieu of Retention.
- E. The parties agree that, for purposes of the timely progress payment requirements specified in Public Contract Code Section 20104.50, the date that the City receives a statement jointly approved by the Contractor and the Engineer as provided above shall be deemed to constitute the date that City receives an undisputed and properly submitted payment request from the Contractor. Progress payments not made within 30 days after this date may be subject to payment of interest as provided in Public Contract Code Section 20104.50.
- F. This Contract is subject to compliance monitoring and enforcement by the California Department of Industrial Relations, as specified in California Labor Code section 1771.4.

9. RETENTION OF SUMS CHARGED AGAINST CONTRACTOR

When, under the provisions of this Agreement or any applicable Laws or Regulations, City is authorized or required to withhold, deduct or charge any sum of money against Contractor, City may deduct and retain the amount of such charge from the amount of the next succeeding progress estimate(s), or from any other moneys due or that may become due Contractor from City. If, on completion or termination of this Agreement, sums due Contractor are insufficient to pay City's charges, City shall have the right to recover the balance from Contractor or its Sureties.

10. COMMENCEMENT AND PROSECUTION OF WORK

Contractor shall commence the Work not later than fifteen (15) working days after the date of the written Notice to Proceed for each Task Order from City to Contractor and shall diligently prosecute the Work to final completion. The phrase "commence the Work" means to engage in a continuous program on-site including, but not limited to, site clearance, grading, dredging, land filling and the fabrications, erection, or installation of the Work. The Notice to Proceed shall be issued within fifteen (15) calendar days following execution of the Task Order by the City, subject to the filing by Contractor of any additional Bond amounts and current insurance certificates and endorsements, provided that the Engineer may delay issuance of the Notice to Proceed if the Engineer determines in the Engineer's sole discretion that conditions on the site of the Work are unsuitable for

commencement of the Work. After the Notice to Proceed is issued, the continuous prosecution of Work by Contractor shall be subject only to Excusable Delays as defined in this Agreement.

11. TIME OF COMPLETION

The Work shall be brought to completion in the manner provided for in the Contract Documents on or before the date set forth in each Task Order (hereinafter called the "Completion Date") unless extensions of time are granted in accordance with the Contract Documents.

Failure to complete the entire Work by the Completion Date and in the manner provided for in the Contract Documents shall subject Contractor to liquidated damages as provided in this Agreement. Time is and shall be of the essence in the performance of the Contract and the Work.

12. PAYMENTS DO NOT IMPLY ACCEPTANCE OF WORK

The payment of any progress payment, or the acceptance thereof by Contractor, shall not constitute acceptance of the Work or any portion thereof and shall in no way reduce the liability of Contractor to replace unsatisfactory work or material, whether or not the unsatisfactory character of such work or material was apparent or detected at the time such payment was made.

13. ACCEPTANCE NOT RELEASE

Contractor shall correct immediately any defective or imperfect work or materials that may be discovered before final acceptance of the entire Work, whether or not such defect or imperfection was previously noticed or identified by the City. The inspection of the Work, or any part thereof, shall not relieve Contractor of any of its obligations to perform satisfactory work as herein specified.

Failure or neglect on the part of City or any of its officers, employees or authorized agents to discover, identify, condemn or reject defective or imperfect work or materials shall not be construed to imply an acceptance of such work or materials, if such defect or imperfection becomes evident at any time prior to final acceptance of the entire Work, nor shall such failure or neglect be construed as barring City from enforcing Contractor's warranty(ies) or otherwise recovering damages or such a sum of money as may be required to repair or rebuild the defective or imperfect work or materials whenever City may discover the same, subject only to any statutes of limitation that may apply to any such claim.

14. CITY'S RIGHT TO TAKE POSSESSION OF THE WORK IN WHOLE OR IN PART

The City shall have the right at any time to enter upon the Work site and perform work not covered by this Agreement, or to occupy and use a portion of the Work, prior to the date of the final acceptance of the Work as a whole, without in any way relieving Contractor of any obligations under this Agreement.

15. NO WAIVER OF REMEDIES

Neither the inspection by City, its officers, employees or agents, nor any certificate or other approval for the payment of money, nor any payment for, nor acceptance of the whole or any part

of the Work by City, nor any extensions of time, nor any position taken by City, its officers, employees or its agents shall operate as a waiver of any provision of the Contract Documents nor of any power herein reserved to City or any right to damages herein provided, nor shall any waiver of any breach of this Agreement be held to be a waiver of any other or subsequent breach. All remedies provided in the Contract Documents shall be taken and construed as cumulative; in addition to each and every other remedy herein provided, the City shall have any and all equitable and legal remedies that it would in any case have.

16. WARRANTY

Except as otherwise expressly provided in the Contract Documents, and excepting only items of routine maintenance, ordinary wear and tear and unusual abuse or neglect by City, Contractor warrants and guarantees all Work executed and all supplies, materials and devices of whatsoever nature incorporated in or attached to the Work, or otherwise provided as a part of the Work pursuant to the Contract, to be absolutely free of all defects of workmanship and materials for a period of one year after final acceptance of the Work under each Task Order by the City. Contractor shall repair or replace all work or material, together with any other work or material that may be displaced or damaged in so doing, that may prove defective in workmanship or material within this one year warranty period without expense or charge of any nature whatsoever to City.

In the event that Contractor shall fail to comply with the conditions of the foregoing warranty within ten (10) days after being notified of the defect in writing, City shall have the right, but shall not be obligated, to repair, or obtain the repair of, the defect and Contractor shall pay to City on demand all costs and expense of such repair. Notwithstanding anything herein to the contrary, in the event that any defect in workmanship or material covered by the foregoing warranty results in a condition that constitutes an immediate hazard to public health or safety, or any property interest, or any person, City shall have the right to immediately repair, or cause to be repaired, such defect, and Contractor shall pay to City on demand all costs and expense of such repair. The foregoing statement relating to hazards to health, safety or property shall be deemed to include both temporary and permanent repairs that may be required as determined in the sole discretion and judgment of City.

In addition to the above, the Contractor shall make a written assignment of all manufacturer's and other product warranties to the City, prior to completion and final acceptance of the Work by City.

The Contractor's Performance Bond shall secure the performance of the Contractor's obligations under this Section 16, and the Contractor and its Surety shall be jointly and severally liable for these obligations.

17. LIQUIDATED DAMAGES IF WORK NOT COMPLETED ON TIME

- A. The actual fact of the occurrence of damages and the actual amount of the damages that City would suffer if the entire Work under each Task Order, and/or any specified portion thereof, were not completed within the time(s) specified herein are dependent upon many circumstances and conditions that could prevail in various combinations, and for this reason, it is impracticable and extremely difficult to fix the actual damages. Damages that

City would suffer in the event of such delay include: loss of the use of the project; expenses of prolonged assignment to the project of an architectural and/or engineering staff; prolonged costs of administration, inspection, and supervision; increased operational expenses and/or impaired operation of other facilities dependent upon completion of the project; and the loss and inconvenience suffered by the public within the City of Sacramento by reason of the delay in the completion of the project or portion thereof. Accordingly, the parties agree, and by execution of this Agreement, Contractor acknowledges that it understands and agrees, that the amount(s) set forth herein as liquidated damages reflect the parties' best efforts at the time of entering into the Contract to estimate the damages that may be incurred by City and the public due to the Contractor's delay in completion of the Work and/or any specified portion thereof, and shall be presumed to be the amount of damages sustained by the failure of Contractor to complete the entire Work and/or any specified portion thereof within the time(s) specified herein.

- B. Contractor shall pay liquidated damages to City for failure to complete the entire Work by the Completion Date (as extended in accordance with the Contract Documents, if applicable) in the amount of \$410.00 for each calendar day after the Completion Date (as extended in accordance with the Contract Documents, if applicable), continuing to the time at which the entire Work under a Task Order is completed. Such amount is the actual cash value agreed upon by the City and Contractor as the loss to City and the public resulting from Contractor's default.

The parties agree, and by execution of this Agreement, Contractor acknowledges that it understands and agrees, that the foregoing provisions provide for the imposition of liquidated damages from the Completion Date (as extended in accordance with the Contract Documents, if applicable) until the date of completion of the entire Work as determined by the Engineer in accordance with Section 8-4 of the Standard Specifications, whether or not the Work or any portion thereof is claimed or determined to be substantially complete prior to such date of completion.

18. INDEMNITY AND HOLD HARMLESS

- A. Contractor shall defend, hold harmless and indemnify the City, its officers, employees, and agents, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, whether arising on or off the site of the Work, including, but not limited to, any fees and/or costs reasonably incurred by City's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform the Work by the Contractor, any subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder,

or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense to the extent arising from (i) the sole negligence or willful misconduct of, or defects in design furnished by, City, its agents, servants, or independent contractors who are directly responsible to City, or (ii) the active negligence of City.

- B. The existence or acceptance by City of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of City's rights under this Section 18, nor shall the limits of such insurance limit the liability of Contractor hereunder. The provisions of this Section 18 shall survive any expiration or termination of the Contract.

19. CONTRACTOR SHALL ASSUME RISKS

Until the completion and final acceptance by City of all Work under this Agreement, the Work shall be under Contractor's responsible care and charge, and Contractor, at no cost to City, shall rebuild, repair, restore and make good all injuries, damages, re-erections, and repairs occasioned or rendered necessary by accidental causes of any nature, to all or any portions of the Work.

20. GENERAL LIABILITY OF CONTRACTOR

Except as otherwise herein expressly stipulated, Contractor shall perform all the Work and furnish all the labor, materials, tools, equipment, apparatus, facilities, transportation, power and light, and appliances, necessary or proper for performing and completing the Work herein required in the manner and within the time herein specified. The mention of any specific duty or liability of Contractor shall not be construed as a limitation or restriction of any general liability or duty of Contractor, and any reference to any specific duty or liability shall be construed to be solely for the purpose of explanation.

21. INSURANCE

During the entire term of this Agreement, Contractor shall maintain the insurance coverage described in this Section 21.

Full compensation for all premiums that Contractor is required to pay for the insurance coverage described herein shall be included in the compensation specified for the Work performed by Contractor under this Agreement. No additional compensation will be provided for Contractor's insurance premiums. Any available insurance proceeds in excess of the specified minimum limits and coverages shall be available to the City.

It is understood and agreed by the Contractor that its liability to the City shall not in any way be limited to or affected by the amount of insurance coverage required or carried by the Contractor in connection with this Agreement.

- A. Minimum Scope & Limits of Insurance Coverage

- (1) Commercial General Liability Insurance providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, arising out of activities performed by or on behalf of Contractor and its subcontractors, products and completed operations of Contractor and its subcontractors, and premises owned, leased, or used by Contractor and its subcontractors, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.
- (2) Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than one million dollars (\$1,000,000) per accident. The policy shall provide coverage for owned, non-owned, and/or hired autos as appropriate to the operations of the Contractor.
- (3) Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Workers' Compensation policy shall include a waiver of subrogation in favor of the City.

B. Additional Insured Coverage

- (1) Commercial General Liability Insurance: The City, its officials, employees, and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of: activities performed by or on behalf of Contractor and its subcontractors; products and completed operations of Contractor and its subcontractors; and premises owned, leased, or used by Contractor and its subcontractors.
- (2) Automobile Liability Insurance: The City, its officials, employees, and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

C. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

- (1) Contractor's insurance coverage, including excess insurance, shall be primary insurance as respects City, its officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officials, employees, or

volunteers shall be in excess of Contractor's insurance and shall not contribute with it.

- (2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its officials, employees, or volunteers.
- (3) Coverage shall state that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (4) City will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

D. Acceptability of Insurance

Insurance shall be placed with insurers with a Bests' rating of not less than A:VI. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section 21 must be declared to and approved by the City in writing prior to execution of this Agreement.

E. Verification of Coverage

- (1) Contractor shall furnish City with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the City representative. Copies of policies shall be delivered to the City on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.
- (2) For all insurance policy renewals during the term of this Agreement, Contractor shall send insurance certificates reflecting the policy renewals directly to:

City of Sacramento
c/o Ebix RCS
Reference #: (This number will be provided by EBIX after Contract approval.)
PO Box 257
Portland, MI 48875-0257

Insurance certificates also may be faxed to (770) 325-3340, or e-mailed to:
CertsOnly-Portland@ebix.com

- (3) The City may withdraw its offer of contract or cancel this Agreement if the certificates of insurance and endorsements required have not been provided prior to City's execution of this Agreement. The City may withhold payments to Contractor or cancel this Agreement if the insurance is canceled or Contractor otherwise ceases to be insured as required herein.

F. Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in subsection A, above.

22. FAILURE TO MAINTAIN BONDS OR INSURANCE

If, at any time during the performance of this Agreement, Contractor fails to maintain any item of the bonds and/or insurance required under this Agreement in full force and effect, Contractor shall immediately suspend all work under this Agreement and notify City in writing of such failure. After such notice is provided, or if City discovers such failure and notifies Contractor, the City thereafter may withhold all contract payments due or that become due until notice is received by City that such bonds and/or insurance have been restored in full force and effect and that the premiums therefor have been paid for a period satisfactory to the Division of Risk Management. Contractor shall not resume work until notified by City to do so, and the City shall have no responsibility or liability for any costs incurred by Contractor as a result of such suspension of Work.

In addition to the foregoing, any failure to maintain any item of the required bonds and/or insurance at any time during the performance of this Agreement will be sufficient cause for termination of this Agreement by City.

The Contractor shall be solely responsible for, and shall defend, indemnify and hold harmless the City, its officers, employees and agents against and from, any and all damages, claims, losses, actions, costs or other expenses of any kind incurred by any party as a direct or indirect result of any suspension of Work or termination of this Agreement under the provisions of this Section.

23. EXCUSABLE DELAYS

For the purpose of this Agreement, the term "Excusable Delay" shall mean, and is limited to, delay caused directly by: acts of God; acts of a public enemy; fires; inclement weather as determined by the Engineer; riots; insurrections; epidemics; quarantine restrictions; strikes; lockouts; sitdowns; acts of a governmental agency; priorities or privileges established for the manufacture, assemble, or allotment of materials necessary in the Work by order, decree or otherwise of the United States or by any department, bureau, commission, committee, agent, or administrator of any legally constituted public authority; changes in the Work ordered by City insofar as they necessarily require additional time in which to complete the Work; the prevention of Contractor from commencing or prosecuting the Work because of the acts of others, excepting Contractor's subcontractors or suppliers; or the prevention of Contractor from commencing or prosecuting the Work because of a Citywide failure of public utility service.

The term "Excusable Delay" shall specifically not include: (i) any delay that could have been avoided by the exercise of care, prudence, foresight and diligence on the part of Contractor; (ii) any delay in the prosecution of any part of the Work that does not constitute a Controlling Operation, whether or not such delay is unavoidable; (iii) any reasonable delay resulting from time required by City for review of any Contractor submittals and for the making of surveys, measurements and inspection; and, (iv) any delay arising from an interruption in the prosecution of the Work on account of reasonable interference by other contractors employed by City that

does not necessarily prevent the completion of the entire Work within the time specified. Excusable Delays, if any, shall operate only to extend the Completion Date (not in excess of the period of such delay as determined by City) and shall not under any circumstances increase the amount City is required to pay Contractor except as otherwise provided in this Agreement.

24. CONTRACTOR TO SERVE NOTICE OF DELAYS

Whenever Contractor foresees any delay in the prosecution of the Work, and in any event as soon as possible (not to exceed a period of ten (10) calendar days) after the initial occurrence of any delay that Contractor regards as or may later claim to be an Excusable Delay, the Contractor shall notify the Engineer in writing of such delay and its cause, in order that the Engineer: (i) may take immediate steps to prevent if possible the occurrence or continuance of the delay; or (ii) if this cannot be done, may determine whether the delay is to be considered excusable, how long it continues, and to what extent the prosecution and completion of the Work are delayed thereby. Said written notice shall constitute an application for an extension of time only if the notice requests such an extension and sets forth the Contractor's estimate of the additional time required together with a full description of the cause of the delay relied upon.

After the completion of any part or whole of the Work, the Engineer, in estimating the amount due Contractor, will assume that any and all delays that may have occurred in its prosecution and completion were not Excusable Delays, except for such delays for which the Contractor has provided timely written notice as required herein, and that the Engineer has found to be excusable. Contractor shall not be entitled to claim Excusable Delay for any delay for which the Contractor failed to provide such timely written notice.

25. EXTENSION OF TIME

If the Contractor complies with Section 24, above, and the Engineer finds a delay claimed by the Contractor to be an Excusable Delay, the Contractor shall be allowed an extension of time to complete the Work that is proportional to the period of Excusable Delay determined by the Engineer, subject to the approval by City of a change order granting such time extension. During a duly authorized extension for an Excusable Delay, City shall not charge liquidated damages against the Contractor for such delay.

If the City extends the time to complete the Work as provided herein, such extension shall in no way release any warranty or guarantee given by Contractor pursuant to the provisions of the Contract Documents, nor shall such extension of time relieve or release the sureties of the Bonds provided pursuant to the Contract Documents. By executing such Bonds, the Sureties shall be deemed to have expressly agreed to any such extension of time. The granting of any extension of time as provided herein shall in no way operate as a waiver on the part of City of its rights under this Agreement, excepting only extension of the Completion Date for such period of Excusable Delay as may be determined by the Engineer and approved by a duly authorized change order.

26. NO PAYMENT FOR DELAYS

No damages or compensation of any kind shall be paid to Contractor or any subcontractor because of delays in the progress of the Work whether or not such delays qualify for extension of time under this Agreement; except that this provision shall not preclude the recovery of damages for a

delay caused by the City that is unreasonable under the circumstances and that is not within the contemplation of the parties, provided that the Contractor timely submits all such written notice(s) and fully complies with such other procedures as may be specified in the Contract Documents or any Laws or Regulations for Contractor to claim damages for such delay.

27. CHANGES IN THE WORK

Changes in the Work authorized or directed in accordance with the Contract Documents or Task Order and extensions of time of completion made necessary by reason thereof shall not in any way release any warranty or guarantee given by Contractor pursuant to the provisions of the Contract Documents, nor shall such changes in the Work relieve or release the Sureties on Bonds provided pursuant to the Contract Documents. By executing such Bonds, the Sureties shall be deemed to have expressly agreed to any such change in Work and to any extension of time made by reason thereof.

28. TERMINATION AFTER COMPLETION DATE

In addition to any other rights City may have, if any services or work required under the Contract (including but not limited to punch list items) are not completed as of the Completion Date (as adjusted by any extensions of time for Excusable Delays granted pursuant to the Contract Documents), City may terminate this Agreement at any time after the Completion Date (as adjusted by any extensions of time for Excusable Delays granted pursuant to the Contract Documents), by providing a written notice to Contractor specifying the date of termination. Such notice also may specify conditions or requirements that Contractor must meet to avoid termination of this Agreement on such date. If Contractor fails to fulfill all such conditions and requirements by such termination date, or, if no such conditions or requirements are specified, Contractor shall cease rendering services and performing work on such termination date, and shall not be entitled to receive any compensation for services rendered or work performed after such termination date. In the event of such termination, Contractor shall remain liable to City for liquidated damages incurred for any period of time prior to the termination date.

In addition to any other charges, withholdings or deductions authorized under this Agreement or any Laws or Regulations, if City terminates this Agreement pursuant to this section, City may withhold and deduct from any payment and/or retention funds otherwise due Contractor any sum necessary to pay the City's cost of completing or correcting, or contracting for the completion or correction of, any services or work under this Agreement that are not completed to the satisfaction of the City or that otherwise are deficient or require correction as of such termination date, including but not limited to incomplete punch list items. Such costs shall include all of the City's direct and indirect costs incurred to complete or correct such services or work, including the City's administrative and overhead costs. If the amount of payment(s) and/or retention funds otherwise due the Contractor are insufficient to pay such costs, City shall have the right to recover the balance of such costs from the Contractor and/or its Surety(ies).

29. TERMINATION FOR CONVENIENCE

Upon written notice to the Contractor, the City may at any time, without cause and without prejudice to any other right or remedy of the City, elect to terminate this Agreement for the convenience of City. In such case, the Contractor shall be paid (without duplication of any items,

and after deduction and/or withholding of any amounts authorized to be deducted or withheld by the Contract Documents or any Laws or Regulations):

- A. For Work executed in accordance with the Contract Documents prior to the effective date of termination and determined to be acceptable by the Engineer, including fair and reasonable sums for overhead and profit on such Work;
- B. For reasonable claims, costs, losses, and damages incurred in settlement of terminated contracts with subcontractors, suppliers, and others; and
- C. For reasonable expenses directly attributable to termination.

Contractor shall not be paid for any loss of anticipated profits or revenue for any Work not performed prior to termination, nor for any economic loss arising out of or resulting from such termination, except for the payments listed in this section. Contractor's warranty under Section 16 of this Agreement shall apply, and Contractor shall remain responsible for all obligations related to such warranty, with respect to all portions of the Work performed prior to the effective date of the termination for convenience pursuant to this section. The City shall be entitled to have any or all remaining Work performed by other contractors or by any other means at any time after the effective date of a termination for convenience pursuant to this section.

30. TERMINATION FOR BREACH OF CONTRACT

If Contractor abandons the Work under this Agreement, or if this Agreement or any portion of this Agreement is sublet or assigned without the consent of the City, or if the Engineer determines in the Engineer's sole discretion that the conditions of this Agreement in respect to the rate of progress of the Work are not being fulfilled or any part thereof is unnecessarily delayed, or if Contractor violates or breaches, or fails to execute in good faith, any of the terms or conditions of this Agreement, or if Contractor refuses or fails to supply enough properly skilled labor or materials or refuses or fails to make prompt payment to subcontractors for material or labor, or if Contractor disregards any Laws or Regulations or proper instruction or orders of the Engineer, then, notwithstanding any provision to the contrary herein, the City may give Contractor and its Sureties written notification to immediately correct the situation or this Agreement shall be terminated.

In the event that such notice is given, and, in the event such situation is not corrected, or arrangements for correction satisfactory to the City are not made, within ten (10) calendar days from the date of such notice or within such other period of time as may be specified by the City in the notice, this Agreement shall upon the expiration of said period cease and terminate. In the event of any such termination, City may take over the Work and prosecute the Work to completion, or otherwise, and the Contractor and its Sureties shall be liable to City for any cost occasioned City thereby, as hereinafter set forth.

In the event City completes the Work, or causes the Work to be completed, no payment of any kind shall be made to Contractor until the Work is complete. The cost of completing the Work, including but not limited to, extra costs of project administration and management incurred by City, both direct or indirect, shall be deducted from any sum then due, or that becomes due, to Contractor from City. If sums due to Contractor from City are less than the cost of completing the Work,

Contractor and its Sureties shall pay City a sum equal to this difference on demand. In the event City completes the Work, and there is a sum remaining due to Contractor after City deducts the costs of completing the Work, then City shall pay such sum to Contractor. The Contractor and Contractor's Sureties shall be jointly and severally liable for all obligations imposed on Contractor hereunder.

No act by City before the Work is finally accepted, including, but not limited to, exercise of other rights under this Agreement, actions at law or in equity, extensions of time, payments, assessments of liquidated damages, occupation or acceptance of any part of the Work, waiver of any prior breach of this Agreement or failure to take action pursuant to this Section upon the happening of any prior default or breach of Contractor, shall be construed to be a waiver or estoppel of the City's right to act pursuant to this Section upon any subsequent event, occurrence or failure by Contractor to fulfill the terms and conditions of this Agreement. The rights of City to terminate this Agreement pursuant to this Section and pursuant to Sections 28 and 29 are cumulative and are in addition to all other rights of City pursuant to this Agreement and at law or in equity.

31. CONTRACTOR BANKRUPT

If Contractor should commence any bankruptcy proceeding, or if Contractor is adjudged a bankrupt, or if Contractor makes any assignment for the benefit of creditors, or if a receiver is appointed on account of Contractor's insolvency, then the City may, without prejudice to any other right or remedy, terminate this Contract and complete the work by giving notice as provided in Section 30 above.

32. SURETIES' OBLIGATIONS UPON TERMINATION

If the City terminates this Agreement pursuant to Section 30 or Section 31 above:

- A. The Surety under Contractor's performance bond shall be fully responsible for all of the Contractor's remaining obligations of performance under this Agreement as if the Surety were a party to this Agreement, including without limitation Contractor's obligations, as provided in the Contract Documents, to complete and provide a one-year warranty of the entire Work, pay liquidated damages and indemnify, defend and hold harmless City, up to the full amount of the performance bond.
- B. The Surety under Contractor's payment bond shall be fully responsible for the performance of all of the Contractor's remaining payment obligations for work, services, equipment or materials performed or provided in connection with the Work or any portion thereof, up to the full amount of the payment bond.

33. ACCOUNTING RECORDS OF CONTRACTOR

During performance of this Agreement and for a period of three (3) years after completing the entire Work, Contractor shall maintain all accounting and financial records related to this Agreement and performance of the Work in accordance with generally accepted accounting practices, and shall keep and make such records available for inspection and audit by representatives of the City upon reasonable written notice.

34. USE TAX REQUIREMENTS

During the performance of this Agreement, Contractor, for itself, its assignees and successors in interest, agrees as follows:

- A. Use Tax Direct Payment Permit: For all leases and purchases of materials, equipment, supplies, or other tangible personal property used to perform the Work and shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall obtain a Use Tax Direct Payment Permit from the California State Board of Equalization ("SBE") in accordance with the applicable SBE criteria and requirements.

- B. The above provisions shall apply in all instances unless prohibited by the funding source for the Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the date set for opposite their names.

CONTRACTOR

Under penalty of perjury, I certify that the taxpayer identification number and all other information provided here are correct.

DATE 10/7/15

BY Michael Saenz
Michael Saenz

Print Name
Partner

Title

BY _____

Print Name

Title

Federal ID#

26-2010916

State ID#

283-3055-3

City of Sacramento Business Operation Tax Certificate No. (City will not award contract until Certificate Number is obtained)

Type of Business Entity (*check one*):

- Individual/Sole Proprietor
- Partnership
- Corporation
- Limited Liability Company
- Other (*please specify:* _____)

CITY OF SACRAMENTO
a municipal corporation

DATE _____

BY _____
For: John F. Shirey, City Manager

Original Approved As To Form:
[Signature]
City Attorney

Attest:

City Clerk

EXHIBIT A

CITY OF SACRAMENTO
PERFORMANCE BOND

Bond No.: 0665996

Premium: \$2,500.00

Page 1 of 1

WHEREAS, the City of Sacramento, State of California, hereinafter called City, has conditionally awarded to SAENZ LANDSCAPE CONSTRUCTION, 12167 FOLSOM BLVD., SUITE D, RANCHO CORDOVA, CA 95742:

as principal, hereinafter called Contractor, a contract for construction of:

ON-CALL GENERAL CONTRACTING SERVICES

which contract is by reference incorporated herein and made a part hereof as if the Surety named below were a party to the contract, and is hereinafter referred to as the Contract; and

WHEREAS, under the terms of the Contract, Contractor is required to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, we the Contractor and (here insert full name and address of Surety):

International Fidelity Insurance Company, 2999 Oak Road, Suite 820, Walnut Creek, CA 94597, a corporation duly authorized and admitted to transact business and issue surety bonds in the State of California, hereinafter called Surety, are held and firmly bound unto the City, as obligee, in the sum of: **ONE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$100,000.00)**, for the payment of which sum well and truly to be made, we the Contractor and Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally. The condition of this obligation is such that, if the Contractor, Contractor's heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and fully perform all covenants, conditions and agreements required to be kept and performed by Contractor in the Contract and any changes, additions or alterations made thereto, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meanings, and shall indemnify and save harmless the City, its officers, employees and agents, as therein provided, then the Surety's obligations under the Contract and this bond shall be null and void; otherwise they shall be and remain in full force and effect. This obligation shall remain in full force and effect through the end of the Contract warranty period, which will expire one year after the completion of work date specified in the Notice of Completion filed for the above-named project.

As part of the obligations secured hereby and in addition to the sum specified above, there shall be included all costs, expenses and fees, including attorney's fees, reasonably incurred by City in successfully enforcing such obligations, all to be taxed as costs and included in any judgment rendered.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or to the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by authorized representatives of the Contractor and Surety. SIGNED AND SEALED on October 6th, 20 15.

Saenz Landscape Construction
(Contractor) (Seal)
By Michael Saenz
Title Partner

International Fidelity Insurance Company
(Surety) (Seal)
By Stanley J. Matranga
Title Stanley J. Matranga, Attorney-in-Fact

ORIGINAL APPROVED AS TO FORM:
[Signature]
City Attorney

Agent name & Address Matranga Bonds & Insurance Services
P.O. Box 2143, Carmichael, CA 95609
Agent Phone # (916) 489-1799
Surety Phone # (800) 277-3537
California License # OC13015

POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

ERIC V. MATRANGA, STANLEY J. MATRANGA

Carmichael, CA.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, Chief Executive Officer or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 22nd day of July, 2014.



STATE OF NEW JERSEY
County of Essex

ROBERT W. MINSTER
Chief Executive Officer (International Fidelity Insurance Company) and President (Allegheny Casualty Company)



On this 22nd day of July 2014, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this

6th day of October, 2015

MARIA BRANCO, Assistant Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Sacramento)

On October 6, 2015 before me, Eric Matranga, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Stanley J. Matranga
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature *Eric Matranga*
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended 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: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

EXHIBIT B

CITY OF SACRAMENTO
PAYMENT BOND

Bond No.: 0665996
Premium: Included in Perf. Bond

Page 1 of 1

WHEREAS, the City of Sacramento, in the State of California, hereinafter called City, has conditionally awarded to: SAENZ LANDSCAPE CONSTRUCTION, 12167 FOLSOM BLVD., SUITE D, RANCHO CORDOVA, CA 95742, hereinafter called Contractor, a contract for construction of:

ON-CALL GENERAL CONTRACTING SERVICES

Which contract is by reference incorporated herein and made a part hereof, and is hereinafter referred to as the Contract; and

WHEREAS, under the terms of the Contract and pursuant to Chapter 5 of Title 3 of Part 6 of Division 4 of the California Civil Code (commencing with Civil Code Section 9550), Contractor is required to furnish a good and sufficient payment bond to secure payment of the claims to which reference is made in Civil Code Section 9554.

NOW, THEREFORE, we the Contractor and (here insert full name and address of Surety):
International Fidelity Insurance Company, 2999 Oak Road, Suite 820, Walnut Creek, CA 94597, a corporation duly authorized and admitted to transact business and issue surety bonds in the State of California, hereinafter called Surety, are held and firmly bound unto the City, and unto all persons or entities entitled to assert a claim against a payment bond under any of the aforesaid Civil Code provisions in the sum of **ONE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$100,000.00)**, on the condition that if Contractor shall fail to pay for any materials or equipment furnished or used in performance of the Contract, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board or the Employment Development Department from the wages of employees of the Contractor and all subcontractors with respect to such work or labor, then the Surety shall pay the same in an amount not exceeding the sum specified above. If suit is brought upon this bond, Surety shall pay, in addition to the above sum, all costs, expenses and fees, including attorney's fees, reasonably incurred by any party in successfully enforcing the obligation secured hereby, all to be taxed as costs and included in any judgment rendered. Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect, and shall bind Contractor, Surety, their heirs, executors, administrators, successors and assigns, jointly and severally.

It is hereby stipulated and agreed that this bond shall inure to the benefit of all persons, companies, corporations, political subdivisions, State agencies and other entities entitled to assert a claim against a payment bond under any of the aforesaid Civil Code provisions, so as to give a right of action to them or their assigns in any suit brought upon this bond. The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or to the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by authorized representatives of the Contractor and Surety. SIGNED AND SEALED on October 6th, 20 15.

Saenz Landscape Construction
(Contractor) (Seal)
By Michael Saenz
Title Partner

International Fidelity Insurance Company
(Surety) (Seal)
By Stanley J. Matranga
Title Stanley J. Matranga, Attorney-in-Fact

ORIGINAL APPROVED AS TO FORM:
[Signature]
City Attorney

Agent name & Address Matranga Bonds & Insurance Services
P.O. Box 2143, Carmichael, CA 95609
Agent Phone # (916) 489-1799
Surety Phone # (800) 277-3537
California License # OC13015

Effective 7-1-12

POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

ERIC V. MATRANGA, STANLEY J. MATRANGA

Carmichael, CA.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of Indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, Chief Executive Officer or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 22nd day of July, 2014.



STATE OF NEW JERSEY
County of Essex

ROBERT W. MINSTER
Chief Executive Officer (International Fidelity Insurance Company) and President (Allegheny Casualty Company)



On this 22nd day of July 2014, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this

6th day of October, 2015

MARIA BRANCO, Assistant Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Sacramento)

On October 6, 2015 before me, Eric Matranga, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Stanley J. Matranga
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended 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: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

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

ATTACHMENT 2 (RATE SCHEDULE)

Department of Parks & Recreation On-Call General Contracting Services

The City has evaluated all the proposals and the following conditions reflect the basis on the On-Call General Contractor's Contracting Services:

A. Rate Schedule- prevailing wages required for this contract

Project Manager	\$84.00
Estimator	\$50.00
Superintendent	\$70.00
Regular Journeyman	\$49.00
Apprentices	\$25.00
Laborer	\$42.00
Clerical	\$35.00

1. Works conducted between the hours of 7:00 AM to 7:00 PM time frame is evaluated based on above rate schedule.
2. Work beyond an 8 hour shift would be considered at the overtime rate upon mutual written agreement and authorization from the designated City project manager.
3. Unplanned and /or emergency work, conducted on hourly basis, outside of the 7:00 AM to 7:00 PM time frame is calculated at the "Overtime" rate of 1.25 X above rate. This section does not apply to "not to exceed bid proposals".
4. Travel time for work within the City is calculated from the point of departure to the job site at the rates shown above to a maximum of one hour per technician. Travel time will be charged at 15 minute increments, rounded upward.
5. Tools and equipment obtained from local vendors is charged at the invoice amount plus not to exceed amount of 10% above invoice.
6. Company owned specialty equipment, must be listed and identified with proposed rates to this proposal. The City will deserve the right to determine the rate charged and the type of equipment that may required be reimbursed for items that are not listed as an attachment.
7. All Projects under this contract would be subject to prevailing wages. The rate will be determined based on the latest State of California prevailing wage rate guidelines, list at www.dir.ca.gov/dlsr/dprevagedetermination.htm.
8. Projects performed on hourly basis that are subject to prevailing wage guidelines will be inclusive of maximum rate of 30% burden in addition to 10% profit and overhead.

9. City reserves the right to ask for total bid or hourly basis proposal from one or all contractors from the on-call list. All works requested to be performed on hourly basis shall be subject to the above rate schedule (section A).
10. Estimates to evaluate or bid on a job will be conducted at no cost to the City of Sacramento.
11. General contractor must maintain the appropriate certification and/or licenses related to the trade, during the life of the contract. Sub-contractors hired by the general contractor to perform any specialty work must be licensed in that particular category and must have at least two years of verifiable experience in the specific trades performed.
12. General contractor must provide the City of Sacramento following list of prior to finalizing the contract:
 - A. All certifications and/or other licenses within the State of California.
 - B. Name and a number of 24 hours emergency contracts.
 - C. List of heavy, light duty equipment and the hourly/daily cost rate.

Michael SAENZ Cell 916-224-5263
Heavy Equipment \$225 Per HR.
Light duty equipment \$150 - Per HR.



CERTIFICATE OF LIABILITY INSURANCE

SAENZ-1 UP ID: 15
 Packet Page 687 of 777
 10/08/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Foothill Valley Ins Agency 13 Sierragate Plaza, Bldg A Roseville, CA 95678 Wilhelm H Stenken	CONTACT NAME: Tyla Belton	FAX (A/C, No): 916-773-4583	
	PHONE (A/C No, Ext): 916-773-4560	E-MAIL ADDRESS: tyla.b@foothillvalley.com	
INSURED Saenz Landscape Construction Co. 12167 Folsom Blvd Ste D Rancho Cordova, CA 95742	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Financial Pacific Ins. Co.		31453
	INSURER B: Everest National Ins. Co.		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

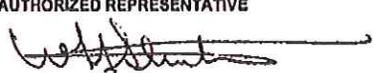
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			60424666	02/25/2015	02/25/2016	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			60424666	02/25/2015	02/25/2016	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			60424666	02/25/2015	02/25/2016	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$ 1,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	7600004910151	02/20/2015	02/20/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Rent/Lease Equip			60424666	02/25/2015	02/25/2016	Limit	5,000
A	Installation Float			60424666	02/25/2015	02/25/2016	Limit	100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: On-Call General Contracting
 The City of Sacramento, its officials, agents and employees are named additional insured per CG2010(12/11) attached. Waiver for GL, Auto and WC attached.

CERTIFICATE HOLDER City of Sacramento 915 I Street, 3rd Floor Sacramento, CA 95814	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS
(WITH LIMITED COMPLETED OPERATIONS COVERAGE)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
BUSINESSOWNERS COVERAGE FORM

PREMIUM

SCHEDULE

NAME OF PERSON OR ORGANIZATION

Any person or organization to whom or to which the named insured is obligated by a virtue of a written contract to provide insurance that is afforded by this policy. Where required by contract, the officers, officials, employees, directors, subsidiaries, partners, successors, parents, divisions, architects, surveyors and engineers are included as additional insureds. All other entities, including but not limited to agents, volunteers, servants, members and partnerships are included as additional insureds, if required by contract, only when acting within the course and scope of their duties controlled and supervised by the primary (first) additional insured. If an Owner Controlled Insurance Program is involved, the coverage applies to off-site operations only. If the purpose of this endorsement is for bid purposes only, then no coverage applies.

the qualifying language above because of payments we make for injury.

LOCATION OF JOB:

The job location must be within the State of domicile of the named insured, or within any contiguous State thereto.

DESCRIPTION OF WORK:

The type of work performed must be that as described under classifications in the CGL Coverage Part Declarations.

REFER TO GENERAL LIABILITY SCHEDULE
ON FORM CG 71 54 01 07

PRIMARY CLAUSE:

When this endorsement applies and when required by written contract, such insurance as is afforded by the general liability policy is primary insurance and other insurance shall be excess and shall not contribute to the insurance afforded by this endorsement.

WHO IS AN INSURED: (Section II)

This section is amended to include as an insured the person or organization within the scope of the qualifying language above, but only to the extent that the person or organization is held liable for your acts or omissions in the course of "your work" for that person or organization by or for you. The "products-completed operations hazard" portion of the policy coverage as respects the additional insured does not apply to any work involving or related to properties intended for residential or habitational occupancy (other than apartments). This clause does not affect the "products-completed operations" coverage provided to the named insured(s).

EXCLUSION

This insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of an architect's, engineer's or surveyor's rendering or failure to render any professional services, including:

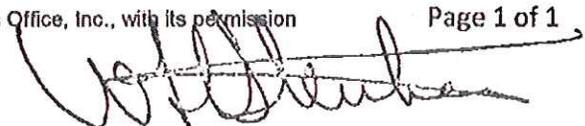
1. The preparing, approving, or failing to prepare or approve, maps, designs, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
2. Supervisory, inspection, architectural or engineering activities.

WAIVER OF SUBROGATION:

We waive any right of recovery, when required by written contract, that we may have against the person or organization within the scope of

Endorsement EFFECTIVE DATE: SEE DEC

Endorsement EXPIRATION DATE: SEE DEC



NAMED INSURED: Saenz Landscape Construction Co.

POLICY NUMBER: 60424666

COMMERCIAL AUTO

**THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ IT CAREFULLY.**

ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy or as of the date indicated below.

Endorsement Effective: 02/25/15

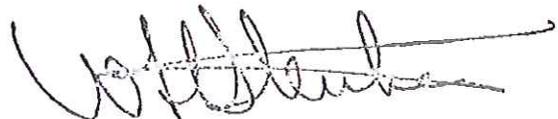
Named Insured: Saenz Landscape Construction Co.

Paragraph C. of the WHO IS AN INSURED provision includes the person or organization indicated below, but only for his, her or its liability because of acts or omissions of an "insured" under paragraph a. or b. of that paragraphs a. or b. of that provision, subject to the following additional provisions:

- 1. No liability is assumed by that person or organization for the payment of any premiums stated in the policy or earned under the policy.**
- 2. In the event of cancellation of the policy, written notice of cancellation will be mailed by us to that person or organization.**

Person or Organization:

The City of Sacramento, its officials, agents and employees

A handwritten signature in black ink, appearing to read 'W. J. ...', is written over a horizontal line.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 04 03 06

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

PERSON OR ORGANIZATION

JOB DESCRIPTION

ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER

BLANKET WAIVER OF SUBROGATION

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 02/20/2015

Policy No. 7600004910151

Endorsement No. 001

Insured: Saenz, Michael; Lucas, Irene

Insurance Company: Everest National Insurance Company

Premium \$ INCL.



Countersigned By: _____

- 1998 by the Workers' Compensation Insurance Rating Bureau of California. All rights reserved. From the WCIRB's California Workers' Compensation Insurance Forms Manual - 1999.

Meeting Date: 11/3/2015

Report Type: Consent

Report ID: 2015-00920

Title: Transfer Funds to the R Street from 16th Street to 18th Street Improvements Project

Location: R Street from 16th Street to 18th Street, District 4

Recommendation: Pass a Resolution transferring \$250,000 (Fund 2007) from the Major Streets Improvement Project (T15148000) to the R Street from 16th Street to 18th Street Improvements Project.

Contact: Zuhair Amawi, Associate Civil Engineer (916) 808-7620; Nicholas Theocharides, Engineering Services Manager (916) 808-5065, Department of Public Works

Presenter: None

Department: Public Works Department

Division: Engineering Services Admin

Dept ID: 15001111

Attachments:

1-Description/Analysis

2-Resolution

3-Exhibit A (Location Map)

City Attorney Review

Approved as to Form

Gerald Hicks

10/20/2015 11:10:13 AM

Approvals/Acknowledgements

Department Director or Designee: Jerry Way - 10/8/2015 11:34:05 AM

Description/Analysis

Issue: Construction of the R Street from 16th Street to 18th Street Improvements Project is nearly complete. In order to maximize federal reimbursement, the City needs to submit its FY14/15 indirect rate for approval by Caltrans following the City's acceptance of the Comprehensive Audited Fiscal Report (CAFR) for FY14/15, which normally occurs in January or February following the fiscal year end. Transferring \$250,000 to the project budget will allow for project payments to be made until the City can file the final federal project completion report with Caltrans and the federally eligible indirect costs are reimbursed.

Policy Considerations: The project supports the City's General Plan goals of improving the transportation system, expanding public safety, achieving sustainability through reduced dependence on private automobile, and enhancing livability and economic vitality. The proposed City Council action is consistent with the City's policy which requires all agreements and transfers of funds over \$100,000 be approved by the City Council.

Economic Impacts: None.

Environmental Considerations:

California Environmental Quality Act (CEQA): On July 13, 2010, the City Council approved a Mitigated Negative Declaration and adopted the Mitigation Reporting Plan for the R Street Improvements Project from 16th Street to 18th Street (Resolution 2010-406) pursuant to the requirements of CEQA.

The project is federally funded. As a result, it is also subject to the National Environmental Policy Act (NEPA). On August 5, 2010, the State of California Department of Transportation (Caltrans) and the Federal Highway Administration (FHWA) issued a Categorical Exclusion for the project in compliance with NEPA.

The current action implements the project as approved and is ministerial in nature, is an on-going administrative activity for a previously-approved project and would not result in any new or more significant environmental impacts than previously disclosed and mitigated. The Mitigation Monitoring Plan would apply to all work completed in connection with the project. No additional environmental review is required.

Sustainability Considerations: This project is consistent with Sustainability Master Plan goals to help improve health of residents by promoting walking and bicycling. This project will also reduce dependence on the private automobile and encourage the use of transit by supporting mixed use transit oriented in-fill development.

Commission/Committee Action: None.

Rationale for Recommendation: The recommended transfer of funds will allow the City to continue to make payments on the project while awaiting approval of federal paperwork to allow for greater federal funding reimbursement.

Financial Considerations: The estimated total project cost for the R Street Improvements Project from 16th to 18th Street construction is \$3.6 million. As of September 28, 2015, \$3.1 million has been expended and an estimated \$500,000 will be needed to complete the project.

While the project has sufficient total funding, the full amount of federal funding available for the project cannot be reimbursed until Caltrans approves the City's indirect rate for FY14/15. This submission is required annually after the City adopts its Comprehensive Audited Financial Report (CAFR), which normally occurs in February following the close of the prior fiscal year. The City then provides its submission to Caltrans for Public Works Engineering Services Division indirect costs, and approval typically occurs by the end of the current fiscal year, barring any audit issues.

Until that time, in order to continue to make payments on the project, the project needs a bridge loan of \$250,000 (Fund 2007) in local transportation funds from the Major Streets Improvement Project (T15148000). Assuming the indirect rate is approved by Caltrans, and that the final federal close out report is submitted by the end of the fiscal year, the \$250,000 will then be returned. If either of these do not occur, all or a portion of the funding will be needed permanently for the project.

The Major Street Improvements Project (T15148000) has a budget and unobligated balance of \$1,824,380, which is sufficient to allow the transfer of \$250,000 (Fund 2007) to the R Street Improvements Project from 16th to 18th Streets.

There are no General Funds planned or allocated for this project.

Local Business Enterprise (LBE): This is a federally-funded project. Disadvantaged Business Enterprise (DBE) project participation requirements apply and LBE rules are held in abeyance. The DBE goal is 9.1%. Teichert Construction pledged 9.2% DBE participation on this project and demonstrated a Good Faith Effort.

RESOLUTION NO.

Adopted by the Sacramento City Council

TRANSFERRING FUNDS FOR THE R STREET FROM 16th STREET TO 18th STREET IMPROVEMENTS PROJECT

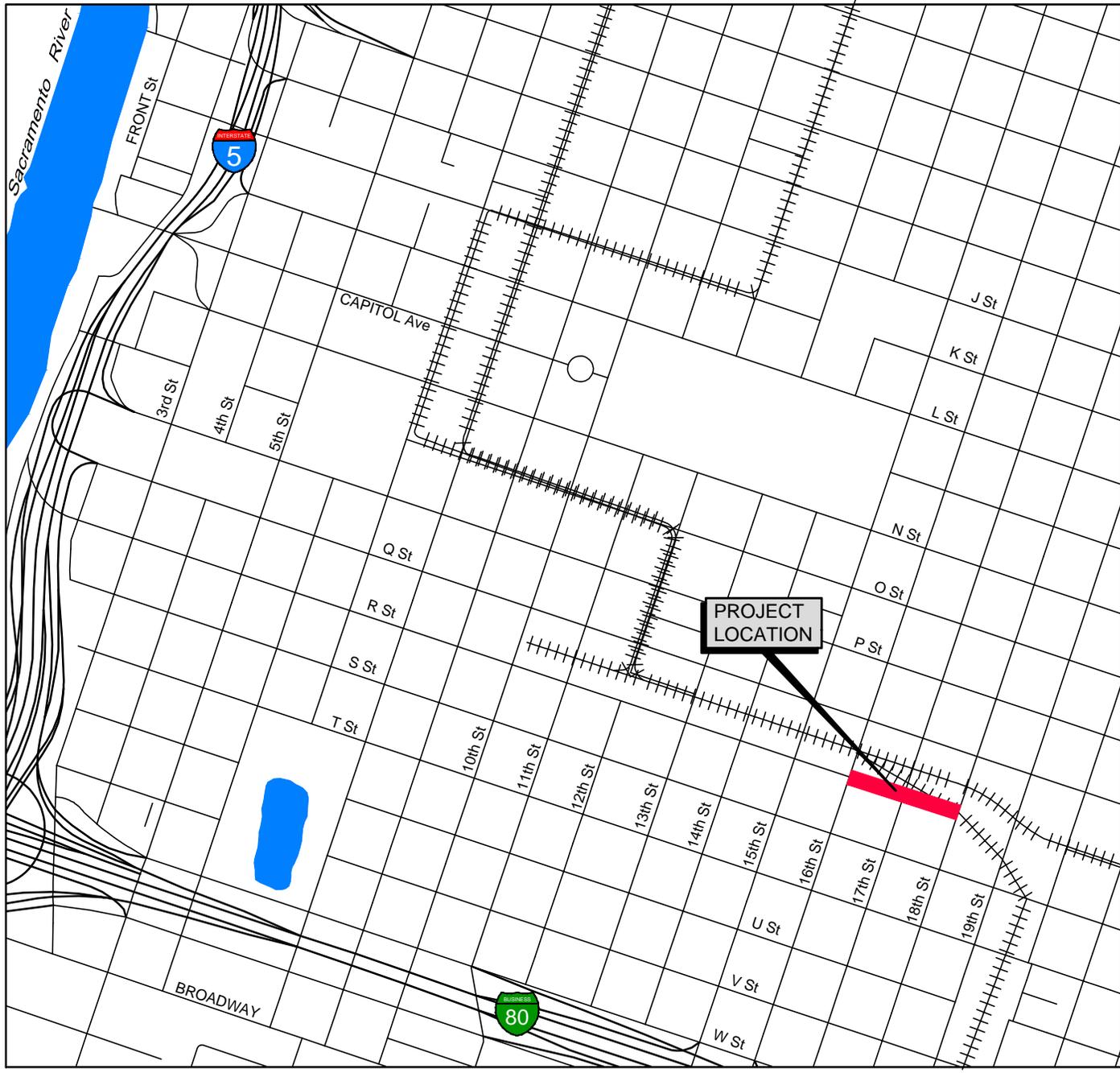
BACKGROUND

- A. On September 30, 2014, the City Council approved a construction contract for the R Street from 16th Street to 18th Street Improvements Project. The project includes streetscape improvements consistent with the R Street Corridor Plan, supporting the transit-oriented development in the corridor.
- B. The project received federal funding through the Sacramento Area Council of Governments (SACOG)'s Community Design Program and from the Capital Area Development Authority (CADA).
- C. City staff anticipates that with approval of its federal FY14/15 indirect rate, the City will be able to get maximum federal reimbursement for the project. This approval is anticipated by May 2016. In the interim, a bridge loan is needed so that the City can continue to make payments on the project.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

- Section 1. The FY15/16 Capital Improvement Program is amended by transferring \$250,000 (Fund 2007) from the Major Street Improvements Project (T15148000) to the R Street Improvement Project from 16th Street to 18th Street.
- Section 2. Exhibit A is hereby incorporated into and is a part of this Resolution.

Location Map For:
R Street Improvements
16th Street to 18th Street
(PN: T15068301)



Meeting Date: 11/3/2015

Report Type: Public Hearing

Report ID: 2015-00921



Title: Unpaid Community Development Department Administrative Penalties and Neighborhood Code Compliance Fees (Noticed 07/27/2015, 08/28/2015 and 09/24/2015)

Location: Citywide

Recommendation: Conduct a public hearing and upon conclusion pass a Resolution making the unpaid expenses incurred by the City in abating nuisances, in the amounts listed in Exhibit A, personal obligations of the respective property owners and special assessments against the properties.

Contact: Carl Simpson, Code and Housing Enforcement Chief (916) 808-8183, Community Development Department

Presenter: Carl Simpson, Code and Housing Enforcement Chief (916) 808-8183, Community Development Department

Department: Community Development Dept

Division: Neighborhood Code Compliance

Dept ID: 21001313

Attachments:

1-Description/Analysis

2-Resolution

3-Exhibit A (Report of the Department Director)

City Attorney Review

Approved as to Form

Michael Benner

10/22/2015 12:56:33 PM

Approvals/Acknowledgements

Department Director or Designee: Ryan Devore - 10/13/2015 8:57:27 AM

Description/Analysis

Issue Detail: Collection of delinquent fees and penalties are brought before the City Council to secure the debt by making the costs a personal obligation of the respective property owners and/or a special assessment against the respective properties.

Policy Considerations: Conducting the public hearing is in accordance with Section 8.04.430 of the Sacramento City Code. All property owners were afforded an opportunity to appear before the delinquency lien hearing officer and protest or object to the imposition of the charge for abatement, fees or the amount of the unpaid administrative penalty.

Prior to the assessment of fees and penalties, each property owner was issued the appropriate legal notices, as set forth in Section 8.04.390 of the Sacramento City Code, and was afforded an opportunity to appear before the delinquency lien hearing officer to protest or object.

Subsequent to the hearing, the hearing officer submitted the final report, along with any revisions, corrections, or modifications they deemed just, to the City Clerk to be transmitted to City Council. The City Clerk also issued and mailed to the objecting property owner the delinquency lien hearing officer decision via first class mail. Included in this notice was the date and time of the public hearing to be held by the City Council. The decision of the hearing officer is final, and judicial review must be conducted in the manner and time frame set forth in California Code of Civil Procedure Section 1094.6. Section 8.04.430 of the Sacramento City Code allows the City Council to order the expenses be made both a personal obligation of the property owner and a special assessment against the property.

Code Compliance activities, including the cost recovery process, are consistent with policies associated with the City's goal to enhance and preserve the neighborhoods.

Economic Impacts: None.

Environmental Considerations: The proposed resolution will not have any adverse environmental impact.

Sustainability: There are no sustainability considerations.

Commission/Committee Action: Not applicable.

Rationale for Recommendation: Adopting this Resolution will enable the City to collect unpaid fees and penalties by making the amounts special assessments against the properties, to be collected through County property tax collections, or a personal obligation of the property owner.

Financial Considerations: Upon City Council approval, unpaid fees and penalties become a personal obligation of the property owner or are attached as special assessments against the subject properties to be collected through County property tax collections. If special assessments are utilized, the City receives distributions from the County for property tax and assessment revenue, which are deposited into the General Fund.

Local Business Enterprise (LBE): Not applicable.

RESOLUTION NO. 2015-

Adopted by the Sacramento City Council

November 3, 2015

ACCEPTING ALL COMMUNITY DEVELOPMENT DEPARTMENT ADMINISTRATIVE PENALTIES AND ALL NEIGHBORHOOD CODE COMPLIANCE AND VACANT BUILDING CASE FEES– FINDINGS OF FACT FOR SPECIAL ASSESSMENTS

BACKGROUND

- A. In accordance with Article VIII of Sacramento City Code Chapter 8.04, the department director of the Community Development Department prepared and filed a report of unpaid expenses incurred by the City in abating nuisances pursuant to Sacramento City Code chapter 8.04 and/or unpaid administrative penalties imposed pursuant to Sacramento City Code section 1.28.010, and scheduled a hearing before the delinquency lien hearing officer to consider the report and any protests or objections thereto.
- B. Notice of the time and place of hearing was given in accordance with Section 8.04.390 of the Sacramento City Code.
- C. Upon the day and hour fixed for the hearing, the delinquency lien hearing officer heard and passed on the reports together with any such protests or objections in accordance with Section 8.04.410 of the Sacramento City Code.
- D. The report of the department director was transmitted to the City Clerk, along with any revisions, corrections, or modifications to the report that the delinquency lien hearing officer deemed just. The City Clerk sent the results of the hearing to the objecting owners along with notice of a public hearing to be held by the City Council pursuant to Section 8.04.410 of the Sacramento City Code.
- E. A public hearing was held and the City Council found that the hearings before the delinquency lien hearing officer were conducted in accordance with applicable City ordinances.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

Section 1. As more specifically described in Exhibit A to this Resolution – Report

of the Department Director, the Neighborhood Code Compliance and Vacant Building fees in the aggregate amount not-to-exceed \$92,137 and reasonable Neighborhood Code Compliance and Housing and Dangerous Building administrative penalties in the aggregate amount not-to-exceed \$334,210 are the sums set forth by the department director, along with any revisions, corrections, or modifications to the report that the delinquency lien hearing officer deemed just. The amount of penalties may be reduced by staff for any purpose that serves to facilitate abatement of nuisance conditions upon properties within the City of Sacramento. Such reductions may be accomplished by removing or reducing special assessments imposed by this Resolution.

- Section 2. Such expenses incurred by the City in abating nuisances and penalties imposed for violating the Sacramento City Code constitute personal obligations against the owners of the respective properties.
- Section 3. Pursuant to subsection E of Section 8.04.430 of the Sacramento City Code, the expenses incurred by the City in abating nuisances and penalties imposed for violating the Sacramento City Code are also made a special assessment upon the properties at which the services were rendered.
- Section 4. Such special assessments shall be collected at the same time and in the same manner as ordinary municipal taxes, and shall be subject to the same penalties and procedures as provided for ordinary municipal taxes.

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Exhibit A – Report of the Department Director

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ITEM NO.	PARCEL NUMBER	CASE NUMBER	PROPERTY ADDRESS	PROPERTY OWNER	FEE AMOUNT DUE	PENALTY AMOUNT DUE	INVOICE NUMBER	CD	COUNTY CODE
1	003-0075-028-0000	14-019078	2006 C ST	S360 PROPERTIES LLC		\$2,518	CEDCHA01613	4	0463
2	003-0104-017-0000	13-019862	2823 D ST	HERRERA FAMILY TRUST		\$2,519	CEDCHA01679	4	0463
3	006-0123-004-0000	15-000714	1616 J ST	1616 J STREET INVESTORS LLC	\$1,089		CEDCNU05387	4	0206
4	006-0124-010-0000	11-015924	1601 L ST	PAYNE PARTNERSHIP LP/AWR LAND PARTNERSHIP LP		\$2,519	CEDCZA00019	4	0206
5	007-0212-012-0000	14-013646	3019 O ST	LOUIS & FLORENCE FONG LIVING TRUST	\$1,089		CEDCNU05381	3	0206
6	007-0212-012-0000	14-018541	3019 O ST	LOUIS & FLORENCE FONG LIVING TRUST	\$619		CEDCVB09931	3	0629
7	007-0212-012-0000	14-018541	3019 O ST	LOUIS & FLORENCE FONG LIVING TRUST		\$4,019	CEDCVB09932	3	0629
8	007-0212-012-0000	14-018541	3019 O ST	LOUIS & FLORENCE FONG LIVING TRUST	\$169		CEDCVB10426	3	0629
9	007-0212-012-0000	14-018541	3019 O ST	LOUIS & FLORENCE FONG LIVING TRUST		\$1,269	CEDCVB10427	3	0629
10	007-0212-012-0000	14-013646	3019 O ST	LOUIS & FLORENCE FONG LIVING TRUST	\$519		CEDCVP00067	3	0206
11	008-0431-023-0000	13-009505	1548 50TH ST	BANC OF AMER ALTERNATIVE LN TRUST	\$169		CEDCVB10436	3	0629
12	009-0092-007-0000	15-002243	1516 S ST	RED KNOLL 15TH & S STREET LLC	\$169		CEDCVB09980	4	0629
13	010-0113-002-0000	15-003951	2011 25TH ST	FRANCISCO JOSEPH DOMINGUEZ	\$169		CEDCVB10394	4	0629
14	010-0223-003-0000	15-002044	2405 23RD ST	RICK D SPEARS/JOSE GUADALUPE JIMENEZ JR	\$169		CEDCVB09832	5	0629
15	010-0305-012-0000	13-011294	3153 2ND AV	ADVANCED EQUITY SOLUTIONS INC	\$169		CEDCVB09958	5	0629
16	013-0044-014-0000	11-029244	2633 3RD AV	RICHARD ALAN MILLS	\$169		CEDCVB09875	5	0629
17	013-0104-015-0000	12-014951	2920 33RD ST	MICHAEL EDWARDS	\$319		CEDCVB09810	5	0629
18	013-0153-010-0000	12-021155	3658 BRET HARTE CT	DAVID L COTTLE/MICHAEL J CARROLL		\$269	CDDFWP00183	5	0211
19	013-0281-030-0000	14-000228	3235 FRANKLIN BL	ALFONSO & ELVIRA HERNANDEZ	\$319		CEDCVB09885	5	0629
20	013-0281-030-0000	14-000228	3235 FRANKLIN BL	ALFONSO & ELVIRA HERNANDEZ		\$4,019	CEDCVB09886	5	0629
21	013-0302-030-0000	14-016417	3765 7TH AV	CHARLES D OSBORNE		\$10,019	CEDCVB09904	5	0629
22	013-0302-030-0000	14-016417	3765 7TH AV	CHARLES D OSBORNE	\$169		CEDCVB09905	5	0629

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23	013-0302-030-0000	14-016417	3765 7TH AV	CHARLES D OSBORNE	\$319		CEDCVB09906	5	0629
24	013-0392-016-0000	14-010778	3615 33RD ST	JP MORGAN CHASE BANK	\$319		CEDCVB10416	5	0629
25	013-0392-016-0000	14-010778	3615 33RD ST	JP MORGAN CHASE BANK		\$2,019	CEDCVB10417	5	0629
26	013-0403-017-0000	13-000923	3865 12TH AV	STEVE T. POP/REBECCA L. REYNAGA POP	\$169		CEDCVB09921	5	0629
27	013-0403-017-0000	13-000923	3865 12TH AV	STEVE T. POP/REBECCA L. REYNAGA POP		\$1,019	CEDCVB09924	5	0629
28	014-0091-022-0000	14-008126	3801 3RD AV	LESLIE F. & MANUEL R. GOFFNEY	\$4,698.60		CEDCNU05372	5	0206
29	014-0171-009-0000	12-008955	3889 7TH AV	J/J CAPITAL LLC	\$169		CEDCVB09775	5	0629
30	014-0184-021-0000	14-022496	3031 40TH ST	BLUE SKY TRUST	\$319		CEDCVB09939	5	0629
31	014-0184-021-0000	14-022496	3031 40TH ST	BLUE SKY TRUST		\$2,019	CEDCVB09940	5	0629
32	014-0185-032-0000	12-029080	3123 SANTA CRUZ WY	RSB PROPERTIES #2 LP		\$169	CEDCVB10371	5	0629
33	014-0211-005-0000	14-023905	3362 SANTA CRUZ WY	GREG L HAYLEY/GREG L HAYLEY TRUST	\$1,189		CEDCNU05400	5	0206
34	014-0213-021-0000	13-022379	3319 SAN JOSE WY	KIMBERLY V. HACKETT-KING	\$2,461.80		CEDCNU05093	5	0206
35	014-0246-006-0000	14-003909	3532 43RD ST	MEHNZI PROPERTIES LLC	\$169		CEDCVB10405	5	0629
36	014-0246-006-0000	14-003909	3532 43RD ST	MEHNZI PROPERTIES LLC		\$1,019	CEDCVB10406	5	0629
37	014-0247-005-0000	15-000283	4240 11TH AV	S D HOGAN		\$1,519	CEDCEA00804	5	0206
38	014-0247-005-0000	15-000283	4240 11TH AV	S D HOGAN	\$1,189		CEDCNU05436	5	0206
39	014-0281-004-0000	13-023053	4340 12TH AV	TENISHA THOMAS	\$319		CEDCVB09944	5	0629
40	014-0281-004-0000	13-023053	4340 12TH AV	TENISHA THOMAS		\$1,019	CEDCVB09945	5	0629
41	014-0283-016-0000	14-004261	3730 46TH ST	FIFTY 5 LP	\$169		CEDCVB09841	5	0629
42	014-0283-016-0000	14-004261	3730 46TH ST	FIFTY 5 LP		\$2,019	CEDCVB09842	5	0629
43	015-0113-049-0000	14-022578	4733 9TH AV	GAVINO S. BARRIOS REVOCABLE TRUST	\$1,089		CEDCNU05357	6	0206
44	015-0251-045-0000	06-001102	5017 13TH AV	JAMES M. WILSON	\$319		CEDCVB09938	6	0629
45	018-0013-019-0000	14-015148	4109 LOTUS AV	BANK OF AMERICA	\$1,089		CEDCNU05408	5	0206
46	018-0013-019-0000	14-014559	4109 LOTUS AV	BANK OF AMERICA	\$169		CEDCVB09937	5	0629
47	018-0013-019-0000	14-014559	4109 LOTUS AV	BANK OF AMERICA		\$12,019	CEDCVB09942	5	0629
48	018-0013-019-0000	14-014559	4109 LOTUS AV	BANK OF AMERICA	\$319		CEDCVB09943	5	0629

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49	019-0052-036-0000	11-024311	2454 WILMINGTON AV	BANK OF AMERICA		\$5,019	CEDCVB09773	5	0629
50	019-0065-003-0000	15-004616	2909 16TH AV	WHANDERLUST, LLC		\$1,000	CEDCHA01690	5	0463
51	019-0081-016-0000	13-003112	2871 19TH AV	DAVID J & JOSEPH A LUERAS		\$2,519	CEDCHA01657	5	0463
52	019-0082-014-0000	14-013593	2856 19TH AV	2856 19TH AVE TRUST	\$169		CEDCVB10186	5	0629
53	019-0082-014-0000	14-013593	2856 19TH AV	2856 19TH AVE TRUST		\$1,019	CEDCVB10187	5	0629
54	019-0082-015-0000	13-023691	2900 19TH AV	2900 19TH AVE TRUST	\$169		CEDCVB10000	5	0629
55	019-0092-011-0000	11-025260	4500 ARLINGTON AV	RICHARD/SORA MCGEE TRUST		\$10,018.98	CEDCHA01631	5	0463
56	019-0094-012-0000	13-003242	2704 21ST AV	TAMAYO RAMIRO BASILIO		\$1,019	CEDCHA01671	5	0463
57	019-0094-012-0000	13-003242	2704 21ST AV	TAMAYO RAMIRO BASILIO		\$1,019	CEDCHA01685	5	0463
58	020-0051-018-0000	15-002843	4029 33RD ST	VINCENT J PELLEGRINI	\$1,089		CEDCNU05423	5	0206
59	020-0122-049-0000	13-005887	3412 16TH AV	KYNSHIP DEVELOPMENT	\$319		CEDCVB10372	5	0629
60	020-0122-049-0000	13-005887	3412 16TH AV	KYNSHIP DEVELOPMENT		\$2,019	CEDCVB10374	5	0629
61	020-0132-015-0000	14-009562	3748 18TH AV	ARLP SECURITIZATION TRUST	\$769		CEDCVB10395	5	0629
62	020-0132-015-0000	14-009562	3748 18TH AV	ARLP SECURITIZATION TRUST		\$5,019	CEDCVB10396	5	0629
63	020-0132-033-0000	14-009453	4301 36TH ST	NGOC T HOANG	\$519		CEDCVP00064	5	0206
64	020-0213-015-0000	13-017746	3746 19TH AV	BLUE SKY TRUST	\$169		CEDCVB09249	5	0629
65	020-0213-016-0000	14-014912	3748 19TH AV	KNIGHTHEAD LLC	\$469		CEDCVB10399	5	0629
66	020-0214-031-0000	12-010605	3631 21ST AV	ELLA MAE LOFTON	\$319		CEDCVB09808	5	0629
67	020-0216-001-0000	12-000900	3804 20TH AV	EL DORADO HOLDING CO INC		\$10,019	CEDCVB09774	5	0629
68	021-0111-015-0000	14-021848	4210 51ST ST	JOSEPH & MARIE MURRIETA	\$319		CEDCVB09896	5	0629
69	021-0111-015-0000	14-021848	4210 51ST ST	JOSEPH & MARIE MURRIETA		\$1,019	CEDCVB09897	5	0629
70	021-0192-018-0000	14-022349	4232 77TH ST	CRISTINA C TAASAN-VALENCIA & LEOPOLDO VALENCIA	\$1,089		CEDCNU05366	6	0206
71	021-0203-014-0000	13-022566	4425 52ND ST	MICHAEL G & RONICA ROSA		\$2,518.99	CEDCHA01634	5	0463
72	021-0207-001-0000	14-005153	5416 19TH AV	GREENEHOUSE REAL ESTATE LLC	\$169		CEDCVB09913	5	0629
73	021-0207-001-0000	14-005153	5416 19TH AV	GREENEHOUSE REAL ESTATE LLC		\$519	CEDCVB09914	5	0629
74	021-0302-048-0000	14-023793	14 JUNE VEL CT	LOUIS V & LILLIAN MORA FAMILY TRUST	\$169		CEDCVB09901	6	0629
75	022-0063-003-0000	14-023697	4940 MCGLASHAN ST	BERNARD LEE & EARLE ANCAR	\$469		CEDCVB10449	5	0629

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76	022-0063-003-0000	14-023697	4940 MCGLASHAN ST	BERNARD LEE & EARLE ANCAR		\$6,019	CEDCVB10450	5	0629
77	022-0065-018-0000	14-008300	4901 48TH ST	GEORGIA J ADAMS		\$3,518.99	CEDCHA01684	5	0463
78	022-0143-003-0000	14-019691	5160 49TH ST	CHRISTINE S. HENDRICKS		\$769	CEDCEA00800	5	0206
79	022-0143-003-0000	14-019691	5160 49TH ST	CHRISTINE S. HENDRICKS	\$1,189		CEDCNU05404	5	0206
80	023-0026-026-0000	14-013747	4995 STOCKTON BL	JEFFERY D & JULIE K OTA LIVING TRUST		\$2,518.99	CEDCHA01676	6	0463
81	023-0141-010-0000	14-011930	5003 ARGO WY	ROSEVELT & CATHERINE WILLIAMS		\$11,019	CEDCVB09787	6	0629
82	023-0141-010-0000	14-011930	5003 ARGO WY	ROSEVELT & CATHERINE WILLIAMS	\$619		CEDCVB09790	6	0629
83	023-0252-013-0000	14-012252	5401 64TH ST	ALEKSANDR/MARGARITA YAKOVCHUK	\$889		CEDCNU05307	6	0206
84	023-0323-015-0000	12-007381	4953 79TH ST	CRAIG O. HIGGINS		\$1,019	CEDCHA01627	6	0463
85	024-0234-005-0000	14-021876	6049 14TH ST	EST OF EMMA SHELTON & SYLVESTER SHELTON	\$1,089		CEDCNU05365	5	0206
86	026-0073-013-0000	14-020923	5670 STOCKTON BL	JOSE L/YOLANDA L ACEVEDO	\$1,089		CEDCNU05394	6	0206
87	027-0071-039-0000	H05001417 3	7717 32ND AV	GORDON LANE	\$469		CEDCVB10455	6	0629
88	027-0072-013-0000	15-002809	5670 79TH ST	NOELIA MARTINEZ	\$939		CEDCNU05390	6	0206
89	027-0082-034-0000	15-002313	5675 79TH ST	MARTHA MARTINEZ	\$1,089		CEDCNU05466	6	0206
90	027-0162-027-0000	14-003939	5791 79TH ST	MARGARET M. RODEA		\$1,019	CEDCEA00774	6	0206
91	027-0162-027-0000	14-003939	5791 79TH ST	MARGARET M. RODEA	\$1,189		CEDCNU05201	6	0206
92	027-0162-027-0000	14-003939	5791 79TH ST	MARGARET M. RODEA	\$519		CEDCNU05202	6	0206
93	027-0242-007-0000	14-014077	5870 WILKINSON ST	SMITH FAMILY TRUST, GOLDIE E. SMITH, TRUSTEE		\$1,019	CEDCEA00794	6	0206
94	027-0242-007-0000	14-014077	5870 WILKINSON ST	SMITH FAMILY TRUST, GOLDIE E. SMITH, TRUSTEE	\$1,189		CEDCNU05371	6	0206
95	027-0292-015-0000	15-007364	5919 ORTEGA ST	DANEY MCLOEY & MARCIA M JORDAN	\$69		CEDCVB10463	6	0629
96	030-0130-014-0000	14-004269	6690 GLORIA DR	NANCY F & ROBERT L PETERSON	\$169		CEDCVB09911	7	0629
97	030-0130-014-0000	14-004269	6690 GLORIA DR	NANCY F & ROBERT L PETERSON		\$1,000	CEDCVB09912	7	0629
98	030-0171-001-0000	15-006520	6608 BENHAM WY	RALPH GOOSBY JR, TRUSTEE, THE RALPH AND LIZZIE GOOSBY REV TRUST	\$169		CEDCVB10429	7	0629

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99	031-0750-004-0000	13-017011	7407 WINDBRIDGE DR	JACQUELYN A & KUUMBA T MILLS		\$6,019	CEDCVB09816	7	0629
100	031-0750-004-0000	13-017011	7407 WINDBRIDGE DR	JACQUELYN A & KUUMBA T MILLS	\$319		CEDCVB09817	7	0629
101	035-0041-001-0000	13-002936	1400 38TH AV	HARDEEP S. DHILLON		\$1,019	CEDCHA01683	5	0463
102	035-0223-010-0000	15-007214	2354 52ND AV	YAO LIN ZHANG	\$319		CEDCVB10430	5	0629
103	035-0366-029-0000	14-019070	6706 GOLF VIEW DR	LI GEN CHEN & QUI XIN PENG	\$619		CEDCVB09955	5	0629
104	035-0366-029-0000	14-019070	6706 GOLF VIEW DR	LI GEN CHEN & QUI XIN PENG		\$1,819	CEDCVB09956	5	0629
105	035-0366-029-0000	14-019070	6706 GOLF VIEW DR	LI GEN CHEN & QUI XIN PENG		\$1,519	CEDCVB10431	5	0629
106	035-0366-029-0000	14-019070	6706 GOLF VIEW DR	LI GEN CHEN & QUI XIN PENG	\$169		CEDCVB10433	5	0629
107	036-0084-018-0000	10-005388	2529 49TH AV	JULIA P & RUBEN J TORRES		\$1,019	CEDCHA01615	5	0463
108	036-0111-016-0000	13-021549	2711 50TH AV	TAI VOONG		\$1,119	CEDCHA01571	5	0463
109	036-0122-023-0000	12-006657	2425 52ND AV	BANK OF AMERICA		\$169	CEDCVB09807	5	0629
110	036-0153-004-0000	14-024853	6710 CARNATION AV	NARESH CHANDRA	\$889		CEDCNU05472	5	0206
111	036-0153-011-0000	14-003995	2711 EDINGER AV	TUPOU N. & FISI'ILOSE L. HAUNGATAU		\$2,519	CEDCEA00802	5	0206
112	038-0332-007-0000	14-017809	6889 PRADERA MESA DR	MODEST INV & INTERNATIONAL TRADING COMPANY	\$169		CEDCVB10304	6	0629
113	038-0332-007-0000	14-017809	6889 PRADERA MESA DR	MODEST INV & INTERNATIONAL TRADING COMPANY		\$2,019	CEDCVB10305	6	0629
114	040-0133-016-0000	15-005330	7605 51ST AV	NORMA TAYLOR	\$169		CEDCVB10295	6	0629
115	041-0063-019-0000	13-004068	7000 CARNATION AV	JAGDEEP SINGH	\$319		CEDCVB09991	5	0629
116	041-0063-019-0000	13-004068	7000 CARNATION AV	JAGDEEP SINGH		\$4,019	CEDCVB09994	5	0629
117	047-0053-014-0000	14-022387	2125 62ND AV	DAISY L SHEGOG	\$1,768.80		CEDCNU05426	8	0206
118	047-0132-014-0000	14-021950	2212 63RD AV	BETTY BRYANT/JOHN BOLTON	\$169		CEDCVB10022	8	0629
119	047-0264-003-0000	12-010097	2195 68TH AV	CAROLYN V COTTON/YVONNE HENDERSON		\$6,019	CEDCVB09796	8	0629
120	048-0116-009-0000	14-003887	2117 MEADOWVIEW RD	PROPERTY INVEST LLC	\$169		CEDCVB09852	8	0629

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121	048-0136-003-0000	13-009289	2176 KIRK WY	ELLIS RHYM	\$169		CEDCVB08503	8	0629
122	048-0152-012-0000	11-022243	7446 COSGROVE WY	MOSES/TONYA S JEFFERSON	\$469		CEDCVB10387	8	0629
123	048-0201-014-0000	14-019019	7522 BOWEN CR	BARBARA & CHARLES TREAT	\$769		CEDCVB09948	8	0629
124	048-0201-014-0000	14-019019	7522 BOWEN CR	BARBARA & CHARLES TREAT		\$7,019	CEDCVB09949	8	0629
125	048-0221-006-0000	14-017807	7516 MUIRFIELD WY	JOHN ERNEST & JESSIE MAE WILLIAMS		\$819	CEDCVB10269	8	0629
126	048-0221-006-0000	14-017807	7516 MUIRFIELD WY	JOHN ERNEST & JESSIE MAE WILLIAMS	\$619		CEDCVB10270	8	0629
127	049-0187-003-0000	10-010778	7397 FLORES WY	CREATE WEALTH REAL ESTATE INC		\$10,019	CEDCVB10300	8	0629
128	049-0187-003-0000	10-010778	7397 FLORES WY	CREATE WEALTH REAL ESTATE INC	\$469		CEDCVB10301	8	0629
129	049-0201-009-0000	14-015947	2797 65TH AV	SANDY TRAN		\$1,819	CEDCVB10184	8	0629
130	049-0222-002-0000	14-018632	7567 TWILIGHT DR	THONGPHET/CARMELITA PHALOM	\$919		CEDCVB09953	8	0629
131	049-0222-002-0000	14-018632	7567 TWILIGHT DR	THONGPHET/CARMELITA PHALOM		\$7,019	CEDCVB09954	8	0629
132	049-0330-022-0000	13-001776	4211 BROOKFIELD DR	RAYMOND & MARISA ZECHENDER		\$2,519	CEDCVB09718	8	0629
133	049-0330-022-0000	13-001776	4211 BROOKFIELD DR	RAYMOND & MARISA ZECHENDER	\$769		CEDCVB09719	8	0629
134	049-0490-034-0000	14-014942	84 PULSAR CR	EVERETT L DOCKERY & PEGGY J THOMAS	\$469		CEDCVB10352	8	0629
135	049-0490-034-0000	14-014942	84 PULSAR CR	EVERETT L DOCKERY & PEGGY J THOMAS		\$269	CEDCVB10353	8	0629
136	049-0510-004-0000	14-017813	27 QUASAR CR	BEATRICE F GREEN TRUSTEE		\$6,019	CEDCVB09986	8	0629
137	049-0510-004-0000	14-017813	27 QUASAR CR	BEATRICE F GREEN TRUSTEE	\$469		CEDCVB09995	8	0629
138	052-0033-004-0000	13-013978	7633 22ND ST	JONATHAN TORRENTE & CLARENCE LEW		\$2,019	CEDCVB10296	8	0629
139	052-0033-004-0000	13-013978	7633 22ND ST	JONATHAN TORRENTE & CLARENCE LEW	\$319		CEDCVB10297	8	0629
140	052-0051-001-0000	14-005861	1797 FERRAN AV	GAIL SIDES	\$469		CEDCVB09784	8	0629
141	052-0051-001-0000	14-005861	1797 FERRAN AV	GAIL SIDES		\$1,019	CEDCVB09786	8	0629
142	052-0051-001-0000	14-005861	1797 FERRAN AV	GAIL SIDES	\$169		CEDCVB09820	8	0629
143	052-0051-001-0000	14-005861	1797 FERRAN AV	GAIL SIDES		\$1,019	CEDCVB09821	8	0629
144	052-0135-022-0000	14-022116	1749 JANRICK AV	FRANCISCO VILLALPANDO	\$1,089		CEDCNU05356	8	0206
145	052-0240-068-0000	14-023628	2082 DANVERS WY	VAN & LINDA QUACH CHAU	\$469		CEDCVB09855	8	0629

Exhibit A - Report of the Department Director

November 3, 2015

146	052-0240-068-0000	14-023628	2082 DANVERS WY	VAN & LINDA QUACH CHAU		\$1,519	CEDCVB09856	8	0629
147	053-0035-002-0000	13-001896	7645 24TH ST	JP MORGAN CHASE BANK	\$319		CEDCVB09879	8	0629
148	053-0093-022-0000	12-006656	3689 FALLIS CIR	XUE JIN ZHU & BILL PUI LAI	\$319		CEDCVB10265	7	0629
149	053-0153-012-0000	14-021211	7868 DEERHAVEN WY	JOY C/C LLC	\$319		CEDCVB09802	7	0629
150	053-0153-012-0000	14-021211	7868 DEERHAVEN WY	JOY C/C LLC		\$3,519	CEDCVB09803	7	0629
151	078-0162-004-0000	12-006183	8611 CLIFFWOOD WY	PATRICIA M RUDDEN & JOHN R BONOKOWSKI II	\$469		CEDCVB09806	6	0629
152	078-0162-004-0000	12-006183	8611 CLIFFWOOD WY	PATRICIA M RUDDEN & JOHN R BONOKOWSKI II		\$5,019	CEDCVB10402	6	0629
153	078-0162-004-0000	12-006183	8611 CLIFFWOOD WY	PATRICIA M RUDDEN & JOHN R BONOKOWSKI II	\$169		CEDCVB10403	6	0629
154	078-0162-004-0000	12-006183	8611 CLIFFWOOD WY	PATRICIA M RUDDEN & JOHN R BONOKOWSKI II	\$169		CEDCVB10432	6	0629
155	078-0180-016-0000	15-003095	8651 FOLSOM BL	EQUANIMITY LLC	\$1,089		CEDCNU05409	6	0206
156	078-0180-016-0000	15-003095	8651 FOLSOM BL	EQUANIMITY LLC	\$1,099		CEDCNU05464	6	0206
157	079-0035-001-0000	12-011923	8334 LA RIVIERA DR	MARY ANN L/JUN C HERNANDEZ	\$469		CEDCVB10299	6	0629
158	117-0024-011-0000	14-019755	7956 GRANDSTAFF DR	JP MORGAN CHASE BANK	\$619		CEDCVB10447	7	0629
159	117-0024-011-0000	14-019755	7956 GRANDSTAFF DR	JP MORGAN CHASE BANK		\$22,019	CEDCVB10448	7	0629
160	117-0104-018-0000	14-013829	5920 HOLLYHURST WY	ELMER HALL/KATHERINE BARNES	\$769		CEDCVB10397	7	0629
161	117-0104-018-0000	14-013829	5920 HOLLYHURST WY	ELMER HALL/KATHERINE BARNES		\$10,019	CEDCVB10398	7	0629
162	117-0220-024-0000	14-015637	8159 SHELDON RD	SLC SHELDON, LLC	\$319		CEDCVB09783	8	0629
163	117-0220-024-0000	14-015637	8159 SHELDON RD	SLC SHELDON, LLC		\$1,019	CEDCVB09785	8	0629
164	117-0220-024-0000	14-015637	8159 SHELDON RD	SLC SHELDON, LLC		\$10,019	CEDCVB10442	8	0629
165	117-0220-024-0000	14-015637	8159 SHELDON RD	SLC SHELDON, LLC	\$319		CEDCVB10446	8	0629
166	117-0220-038-0000	12-011874	8151 W STOCKTON BL	SLC SHELDON, LLC	\$1,669		CEDCNU05403	8	0206
167	117-0220-039-0000	14-007783	8706 W STOCKTON BL	SLC SHELDON, LLC		\$3,519	CEDCHA01680	8	0463
168	117-0350-086-0000	14-011875	7936 RICHION DR	THE KATT 2002 FAMILY TRUST	\$619		CEDCVB09887	7	0629

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169	117-0350-086-0000	14-011875	7936 RICHION DR	THE KATT 2002 FAMILY TRUST		\$8,019	CEDCVB09888	7	0629
170	117-0474-027-0000	12-010227	5020 VILLAGE WOOD DR	JANETTE E/THOMAS E DUNN	\$469		CEDCVB10388	7	0629
171	117-0474-027-0000	12-010227	5020 VILLAGE WOOD DR	JANETTE E/THOMAS E DUNN		\$1,019	CEDCVB10389	7	0629
172	117-0533-015-0000	15-003289	22 DEMPSTER CT	ROBERT MACIAS	\$169		CEDCVB10385	7	0629
173	117-0560-008-0000	14-005456	6125 CALVINE RD	ANGELINA GONZALEZ	\$169		CEDCVB09826	7	0629
174	118-0015-008-0000	12-011136	4588 BARBEE WY	JP MORGAN CHASE BANK		\$1,519	CEDCEA00711	8	0206
175	118-0015-008-0000	12-011136	4588 BARBEE WY	JP MORGAN CHASE BANK	\$1,019		CEDCNU04694	8	0206
176	118-0015-008-0000	12-015229	4588 BARBEE WY	JP MORGAN CHASE BANK	\$319		CEDCVB09950	8	0629
177	119-0291-008-0000	14-021442	14 POINTER CT	DENNIS L. VARGAS JR	\$1,189		CEDCNU05368	7	0206
178	119-0296-002-0000	14-016834	7918 DEER LAKE DR	TKS COMMUNITY DEVELOPMENT CORPORATION	\$169		CEDCVB09882	7	0629
179	119-0296-002-0000	14-016834	7918 DEER LAKE DR	TKS COMMUNITY DEVELOPMENT CORPORATION		\$2,419	CEDCVB09883	7	0629
180	119-0312-007-0000	14-011594	4500 ARMADALE WY	KINNISTON REVOCABLE LIVING TRUST	\$619		CEDCVB09915	7	0629
181	119-0312-007-0000	14-011594	4500 ARMADALE WY	KINNISTON REVOCABLE LIVING TRUST		\$3,019	CEDCVB09916	7	0629
182	119-0364-009-0000	14-001848	4010 BLACK TAIL DR	THURMAN & BARBARA J BOONE FAMILY TRUST		\$1,519	CEDCEA00805	7	0206
183	119-0364-009-0000	14-001848	4010 BLACK TAIL DR	THURMAN & BARBARA J BOONE FAMILY TRUST	\$1,089		CEDCNU05437	7	0206
184	119-0364-009-0000	14-001848	4010 BLACK TAIL DR	THURMAN & BARBARA J BOONE FAMILY TRUST	\$253.19		CEDCNU05463	7	0206
185	119-0390-006-0000	14-024225	8044 DEER LAKE DR	WELLS FARGO BANK	\$169		CEDCVB10451	7	0629
186	119-0390-006-0000	14-024225	8044 DEER LAKE DR	WELLS FARGO BANK		\$2,419	CEDCVB10452	7	0629
187	119-0430-049-0000	10-010280	6 BENOIT CT	VINCE S SR/GLORIA R GARCIA	\$319		CEDCVB09804	7	0629
188	201-1070-027-0000	14-003689	3400 TERNHAVEN WY	HAI/MINH Q NGUYEN		\$1,019	CEDCHA01626	1	0463
189	201-1090-003-0000	15-003699	16 BRONCO CREEK CT	DONALD F OGLE & MA VICTORIA OGLE	\$169		CEDCVB10392	1	0629
190	215-0280-026-0000	14-012684	1521 MAIN AV	JOGINDER CHUMBER	\$319		CEDCVB09917	2	0629
191	215-0280-026-0000	14-012684	1521 MAIN AV	JOGINDER CHUMBER		\$2,719	CEDCVB09918	2	0629

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192	225-0286-001-0000	14-021079	2611 DORINE WY	JOE M GOMEZ		\$1,519	CEDCEA00793	3	0206
193	225-0286-001-0000	14-021079	2611 DORINE WY	JOE M GOMEZ	\$1,189		CEDCNU05370	3	0206
194	225-0766-008-0000	14-003917	2917 CANDIDO DR	GREEN APPLE PROPERTIES	\$169		CEDCVB10408	3	0629
195	226-0101-052-0000	09-011256	5209 RIO LINDA BL	ROBERT ROBINSON	\$319		CEDCVB10264	2	0629
196	237-0040-015-0000	14-000184	600 MAIN AV	ALVARO OSORIO	\$169		CEDCVB09830	2	0629
197	237-0040-015-0000	14-000184	600 MAIN AV	ALVARO OSORIO	\$169		CEDCVB10378	2	0629
198	237-0040-015-0000	14-000184	600 MAIN AV	ALVARO OSORIO	\$169		CEDCVB10379	2	0629
199	237-0162-014-0000	15-000983	1525 KATHARINE AV	YOLANDA P BLACKSHIRE	\$1,089		CEDCNU05359	2	0206
200	237-0241-041-0000	14-018365	1429 NORTH AV	S360 PROPERTIES, LLC	\$1,089		CEDCNU05376	2	0206
201	237-0243-029-0000	13-000369	4029 MARYSVILLE BL	TATYANA GOKUN-KHACHAK		\$3,168.10	CEDCVB10370	2	0629
202	238-0072-001-0000	10-002761	226 NIMITZ ST	FELIPE ORTEGA CHAVEZ	\$169		CEDCVB10302	2	0629
203	238-0072-001-0000	10-002761	226 NIMITZ ST	FELIPE ORTEGA CHAVEZ		\$26,269	CEDCVB10303	2	0629
204	238-0092-022-0000	10-007462	406 STILLWELL CT	N VEST N REAL ESTATE SERVICES	\$319		CEDCVB09874	2	0629
205	238-0172-020-0000	14-017877	9 GRANVILLE CT	MCCI PROPERTIES		\$269	CEDCVB09962	2	0629
206	250-0101-006-0000	14-011323	441 KESNER AV	ADAM/TERRY LAVALLEY	\$1,089		CEDCNU05388	2	0206
207	251-0033-001-0000	08-015281	1324 NORTH AV	EL DORADO HOLDING COMPANY INC	\$619		CEDCVB10386	2	0629
208	251-0044-019-0000	14-014365	3914 BALSAM ST	CLEO L. JR & SHARON L. SHURLER		\$1,019	CEDCZA00020	2	0206
209	251-0124-007-0000	13-004130	3625 WILLOW ST	CAROLYN PUSCHMAN/MONNA SUE AYERS TRUST	\$319		CEDCVB09839	2	0629
210	251-0124-007-0000	13-004130	3625 WILLOW ST	CAROLYN PUSCHMAN/MONNA SUE AYERS TRUST		\$769	CEDCVB09840	2	0629
211	251-0152-038-0000	13-019630	3530 RIO LINDA BL	JP MORGAN CHASE BANK NATIONAL ASSOCIATION	\$319		CEDCVB10356	2	0629
212	251-0152-038-0000	13-019630	3530 RIO LINDA BL	JP MORGAN CHASE BANK NATIONAL ASSOCIATION	\$319		CEDCVB10461	2	0629
213	251-0163-015-0000	14-023590	1135 NOGALES ST	ROBIN L WILSON	\$1,089		CEDCNU05412	2	0206
214	251-0211-011-0000	13-009133	1209 LOS ROBLES BL	BANK OF AMERICA	\$319		CEDCVB09934	2	0629
215	251-0211-011-0000	13-009133	1209 LOS ROBLES BL	BANK OF AMERICA	\$169		CEDCVB09935	2	0629
216	251-0211-011-0000	13-009133	1209 LOS ROBLES BL	BANK OF AMERICA		\$6,019	CEDCVB09936	2	0629

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217	251-0212-011-0000	14-014185	1320 LOS ROBLES BL	ADEOLA O ADEDAYO		\$2,019	CEDCHA01622	2	0463
218	251-0212-011-0000	14-014185	1320 LOS ROBLES BL	ADEOLA O ADEDAYO		\$2,518	CEDCHA01682	2	0463
219	251-0282-002-0000	09-003502	3329 CYPRESS ST	RICK & JACQUES DAWARI	\$319		CEDCVB09778	2	0629
220	252-0012-021-0000	15-003624	3938 IVY ST	THOMAS REVOCABLE TRUST	\$169		CEDCVB09880	2	0629
221	252-0014-010-0000	09-052160	3901 LILY ST	MARTIN REYES	\$1,519		CEDCVB08860	2	0629
222	252-0014-010-0000	09-052160	3901 LILY ST	MARTIN REYES	\$319		CEDCVB10268	2	0629
223	252-0063-002-0000	10-015513	3841 KERN ST	CHRISTIANA TRUST	\$169		CEDCVB10340	2	0629
224	252-0161-032-0000	12-017878	3635 IVY ST	MIDTOWN REALTY SERVICES INCORPORATED	\$319		CEDCVB10375	2	0629
225	252-0214-030-0000	12-011418	1720 NOGALES ST	NATHAN ECKLER	\$469		CEDCVB09876	2	0629
226	262-0195-003-0000	14-016961	2725 NORMINGTON DR	CARL HUFFSTUTLER		\$1,018	CEDCVB10422	3	0629
227	262-0195-003-0000	14-016961	2725 NORMINGTON DR	CARL HUFFSTUTLER	\$169		CEDCVB10423	3	0629
228	262-0251-016-0000	14-023767	543 PERALTA AV	SAC COUNTY HOUSING REHAB REV TRUST	\$1,089		CEDCNU05363	3	0206
229	263-0066-003-0000	14-015064	2962 GROVE AV	FIFTY 5 LP		\$2,019	CEDCVB09970	2	0629
230	263-0075-010-0000	14-025100	254 REDONDO AV	WELLS FARGO BANK NA	\$169		CEDCVB09799	2	0629
231	263-0075-010-0000	14-025100	254 REDONDO AV	WELLS FARGO BANK NA	\$169		CEDCVB10435	2	0629
232	263-0105-004-0000	14-023830	2880 ALTOS AV	SEBASTIAN MORALES	\$1,189		CEDCNU05473	2	0206
233	263-0121-010-0000	12-020377	2701 GROVE AV	MARGARITA RAMIREZ	\$169		CEDCVB09811	2	0629
234	263-0131-027-0000	10-002535	2700 NORWOOD AV	GALAXY LENDING C/O JUVON INVESTMENTS	\$469		CEDCVB09849	2	0629
235	263-0141-037-0000	14-023014	2740 FAIRFIELD ST	RSB PROPERTIES #2 LP		\$1,019	CEDCHA01677	2	0463
236	263-0242-018-0000	14-020084	679 EL CAMINO AV	DORIAN FREEMAN & GRACIE NELSON	\$2,294.10		CEDCNU05413	2	0206
237	265-0030-024-0000	12-005589	1279 SONOMA AV	MARLENE R AVENA/DOUGLAS E DUFFIN/GERALD R DUFFIN/VERNA R DUFFIN	\$619		CEDCVB09805	2	0629
238	265-0030-024-0000	12-005589	1279 SONOMA AV	MARLENE R AVENA/DOUGLAS E DUFFIN/GERALD R DUFFIN/VERNA R DUFFIN	\$319		CEDCVB10345	2	0629

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239	265-0030-024-0000	12-005589	1279 SONOMA AV	MARLENE R AVENA/DOUGLAS E DUFFIN/GERALD R DUFFIN/VERNA R DUFFIN		\$5,019	CEDCVB10346	2	0629
240	265-0030-024-0000	12-005589	1279 SONOMA AV	MARLENE R AVENA/DOUGLAS E DUFFIN/GERALD R DUFFIN/VERNA R DUFFIN	\$169		CEDCVB10458	2	0629
241	265-0122-015-0000	14-024834	2941 CLAY ST	DUBLINVEST LLC	\$1,089		CEDCNU05433	2	0206
242	265-0130-048-0000	12-029093	2900 CLAY ST	GILDARDO PINON & MARIA G DIAZ	\$1,369		CEDCVB09851	2	0629
243	265-0163-002-0000	14-009375	960 ALAMOS AV	DONALD WILSON	\$1,189		CEDCNU05424	2	0206
244	265-0261-016-0000	14-015883	2741 ELLEN ST	ADELITA FLORES		\$519	CEDCHA01629	2	0463
245	265-0301-007-0000	10-005090	1021 OLIVERA WY	DAVID/LANORA GARIBAY	\$169		CEDCVB10339	2	0629
246	265-0302-016-0000	15-002366	1029 FRIENZA AV	CONSUELO M. JONES	\$1,189		CEDCNU05468	2	0206
247	265-0302-016-0000	10-008804	1029 FRIENZA AV	CONSUELO M. JONES	\$169		CEDCVB09907	2	0629
248	265-0303-044-0000	14-021181	1115 FRIENZA AV	SHIRLEY J PAULK	\$319		CEDCVB10001	2	0629
249	265-0303-044-0000	14-021181	1115 FRIENZA AV	SHIRLEY J PAULK		\$10,017	CEDCVB10005	2	0629
250	265-0303-054-0000	15-003957	2625 SELMA ST	MIKE ROLON	\$169		CEDCVB10415	2	0629
251	266-0321-007-0000	15-004970	2645 PLOVER ST	DENNIS DARRELL DAMITZ	\$169		CEDCVB09878	2	0629
252	266-0321-007-0000	15-004970	2645 PLOVER ST	DENNIS DARRELL DAMITZ	\$169		CEDCVB10401	2	0629
253	275-0025-003-0000	13-007379	2323 GROVE AV	MARETTA DUNIGAN	\$319		CEDCVB09777	2	0629
254	275-0041-009-0000	14-022614	619 REDWOOD AV	WELLS FARGO BANK	\$319		CEDCVB09951	2	0629
255	275-0041-009-0000	14-022614	619 REDWOOD AV	WELLS FARGO BANK		\$2,268	CEDCVB09952	2	0629
256	277-0211-006-0000	14-022281	1812 JAMESTOWN DR	SANTOS ESPINOSA	\$319		CEDCVB10437	2	0629
257	277-0211-006-0000	14-022281	1812 JAMESTOWN DR	SANTOS ESPINOSA		\$1,018	CEDCVB10438	2	0629
258	277-0213-001-0000	13-023376	2045 WATERFORD RD	BANK OF AMERICA	\$169		CEDCVB09877	2	0629
259	277-0213-001-0000	13-023376	2045 WATERFORD RD	BANK OF AMERICA	\$169		CEDCVB10404	2	0629
260	277-0241-061-0000	15-000164	901 JOELLIS WY	LONESTAR CALIFORNIA INC	\$1,089		CEDCNU05418	2	0206
Totals					\$92,136.49	\$334,209.05	GRAND TOTAL \$426,345.54		

Meeting Date: 11/3/2015

Report Type: Public Hearing

Report ID: 2015-00922



Title: Housing and Dangerous Buildings Case Fees - Findings of Fact for Special Assessment (Noticed 07/22/2015, 08/14/2015, and 09/14/2015)

Location: Citywide

Recommendation: Conduct a public hearing and upon conclusion pass a Resolution making the unpaid expenses incurred by the City in abating nuisances, in the amounts listed on Exhibit A, personal obligations of the respective property owners and special assessments against the properties.

Contact: Carl Simpson, Code and Housing Enforcement Chief, (916) 808-8183, Community Development Department

Presenter: Carl Simpson, Code and Housing Enforcement Chief, (916) 808-8183, Community Development Department

Department: Community Development Dept

Division: Housing & Dangerous Buildings

Dept ID: 21001311

Attachments:

1-Description/Analysis

2-Resolution

3-Exhibit A (Report of the Building Official)

City Attorney Review

Approved as to Form

Michael Benner

10/22/2015 12:56:23 PM

Approvals/Acknowledgements

Department Director or Designee: Ryan Devore - 10/13/2015 8:58:26 AM

Description/Analysis

Issue Detail: Delinquent fees are brought before the City Council to secure the debt by making the costs a personal obligation of the respective property owners and/or attaching a special assessment against the respective properties.

Policy Considerations: Conducting the public hearing is in accordance with Section 8.96.360 of the Sacramento City Code.

Prior to the assessment of fees, each property owner was issued the appropriate legal notices, as set forth in Section 8.96.330 of the Sacramento City Code, and was afforded an opportunity to appear before the Housing Code Advisory and Appeals Board (HCAAB) to protest or object. Subsequent to the hearing, the City Clerk transmitted the HCAAB report to the City Council and sent the decision to the objecting property owner via first class mail. Included in this notice was the date and time of the public hearing to be held by the City Council. The decision of the HCAAB is final and conclusive, and judicial review must be conducted in the manner and time frame set forth in California Code of Civil Procedure Section 1094.6. Section 8.96.360 of the Sacramento City Code allows the City Council to order the costs be made both a personal obligation of the property owner and a special assessment against the property.

Housing and Dangerous Buildings activities, including the cost recovery process, are consistent with policies associated with the City's goal to enhance and preserve the neighborhoods.

Economic Impacts: None.

Environmental Considerations: The proposed resolution will not have any adverse environmental impact.

Sustainability: There are no sustainability considerations.

Commission/Committee Action: Not applicable.

Rationale for Recommendation: Adopting this Resolution will enable the City to collect unpaid fees by attaching special assessments against the respective properties, to be collected through County property tax collections or a personal obligation of the property owner.

Financial Considerations: Upon City Council approval, unpaid fees are attached as special assessments against the properties to be collected through County property tax collections. If special assessments are utilized, the City receives distributions from the County for property tax and assessment revenue that is then deposited into the General Fund.

Local Business Enterprise (LBE): Not applicable.

RESOLUTION NO. 2015-

Adopted by the Sacramento City Council

November 3rd, 2015

ACCEPTING HOUSING AND DANGEROUS BUILDINGS CASE FEES – FINDINGS OF FACT FOR SPECIAL ASSESSMENT LIENS BACKGROUND

- A. In accordance with Article IX of Sacramento City Code Chapter 8.96 the Community Development Department’s Housing and Dangerous Buildings Division prepared and filed reports of unpaid costs of abating substandard and dangerous buildings, and scheduled a hearing before the Housing Code Advisory and Appeals Board (HCAAB) to consider the reports and any protests and objections thereto.
- B. Notice of the time and place of hearings were given in accordance with Sections 8.96.330 of the Sacramento City Code.
- C. Upon the day and hour fixed for the hearing, the HCAAB heard and passed the reports together with any such protests or objections in accordance with Sections 8.96.350 of the Sacramento City Code.
- D. The decisions of the HCAAB were then transmitted to the objecting owners along with notice of a public hearing to be held by the City Council pursuant to Section 8.96.360 of the Sacramento City Code.
- E. A public hearing was held and the City Council found that the HCAAB hearings were conducted in accordance with all applicable City ordinances.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

- Section 1. As more specifically described in Exhibit A to this Resolution, Report of the Building Official, the fees in the aggregate amount not-to-exceed \$163,638 are the sums set forth by the HCAAB’s findings of fact.
- Section 2. Such costs of abatement constitute personal obligations against the owners of the respective properties.
- Section 3. Pursuant to subsection E of Section 8.96.360 of the Sacramento City Code, the costs of abatement are also made special assessments upon the respective properties at which the services were rendered.
- Section 4. Such special assessments shall be collected at the same time and in the same manner as ordinary municipal taxes, and shall be subject to the same penalties and procedures as provided for ordinary municipal taxes.

Table of Contents:

Exhibit A – Report of the Building Official

Exhibit A – Report of the Building Official

November 3, 2015

LINE	PARCEL NUMBER	CASE NUMBER	PROPERTY ADDRESS	PROPERTY OWNER	FEE AMOUNT DUE	INVOICE NUMBER	CD	COUNTY CODE
1	002-0132-011-0000	14-018214	508 16TH ST	TARIQ M RASULI	\$544.30	CEDCHB03291	4	0201
2	003-0075-028-0000	14-019078	2006 C ST	S360 PROPERTIES, LLC	\$1,619	CEDCHC10222	4	0656
3	003-0185-025-0000	14-023196	618 24TH ST	MELISSA PONATH	\$119	CEDCHC10354	4	0656
4	007-0212-012-0000	14-018541	3019 O ST	LOUIS/FLORENCE FONG LIVING TRUST	\$1,419	CEDCHC10332	3	0656
5	007-0221-001-0000	13-007281	1301 32ND ST	ARMADA PRIME LLC	\$119	CEDCHC10226	3	0656
6	007-0264-014-0000	14-023773	2531 P ST	PATTY E LEVY	\$1,657	CEDCHC10468	4	0656
7	007-0333-001-0000	14-021962	1615 25TH ST	JULIANA HILL	\$119	CEDCHC10353	4	0656
8	008-0431-023-0000	13-009505	1548 50TH ST	BANK OF AMER ALTERNATIVE LN TRUST	\$619	CEDCHB03597	3	0678
9	009-0092-006-0000	15-000468	1512 S ST	RED KNOLL 15TH/ S STREET LLC	\$217	CEDCHB03361	4	0678
10	009-0092-006-0000	15-000468	1512 S ST	RED KNOLL 15TH/ S STREET LLC	\$559	CEDCHB03235	4	0678
11	009-0092-006-0000	15-000468	1512 S ST	RED KNOLL 15TH/ S STREET LLC	\$219	CEDCHC10263	4	0656
12	009-0092-007-0000	15-002243	1516 S ST	RED KNOLL 15TH/ S STREET LLC	\$217	CEDCHB03348	4	0678
13	009-0092-007-0000	15-002243	1516 S ST	RED KNOLL 15TH/ S STREET LLC	\$1,419	CEDCHC10546	4	0656
14	009-0092-007-0000	15-002243	1516 S ST	RED KNOLL 15TH/ S STREET LLC	\$1,477	CEDCHB03232	4	0678

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15	009-0092-007-0000	15-002243	1516 S ST	RED KNOLL 15TH/ S STREET LLC	\$219	CEDCHC10262	4	0656
16	009-0112-011-0000	13-010383	330 U ST	EDGAR TOVAR	\$373	CEDCHB03479	4	0678
17	010-0127-011-0000	15-002032	2008 28TH ST	RAMIREZ REVOCABLE LIVING TRUST	\$119	CEDCHC10289	4	0656
18	010-0223-003-0000	15-002044	2405 23RD ST	JOSE GUADALUPE JIMENEZ	\$119	CEDCHC10253	5	0656
19	011-0254-022-0000	10-023599	6201 2ND AV	KEVIN C KELLEY	\$119	CEDCHC10240	6	0656
20	012-0112-001-0000	14-002653	1156 3RD AV	MARTIN/MARY ANN S/YUKIKO MIYAO	\$823	CEDCHB03295	4	0678
21	012-0112-001-0000	14-002653	1156 3RD AV	MARTIN/MARY ANN S/YUKIKO MIYAO	\$457	CEDCHB03371	4	0678
22	012-0112-001-0000	14-002653	1156 3RD AV	MARTIN/MARY ANN S/YUKIKO MIYAO	\$577	CEDCHB03562	4	0678
23	013-0302-030-0000	14-016417	3765 7TH AV	CHARLES D OSBORNE	\$625	CEDCHB03201	5	0678
24	013-0392-016-0000	14-010778	3615 33RD ST	JP MORGAN CHASE BANK	\$421	CEDCHB03172	5	0678
25	013-0392-016-0000	14-010778	3615 33RD ST	JP MORGAN CHASE BANK	\$469	CEDCHB03258	5	0678
26	013-0392-016-0000	14-010778	3615 33RD ST	JP MORGAN CHASE BANK	\$667	CEDCHB02668	5	0678
27	013-0392-016-0000	14-010778	3615 33RD ST	JP MORGAN CHASE BANK	\$1,159	CEDCHB03524	5	0678
28	014-0063-029-0000	15-008493	2300 STOCKTON BL	REGENTS OF THE UNIVERSITY OF CALIFORNIA	\$385	CEDCHB03480	5	0678
29	014-0171-009-0000	12-008955	3889 7TH AV	BRIAN CAREW	\$307	CEDCHB03202	5	0678
30	014-0188-002-0000	07-053453	4112 7TH AV	HERBERT G NICHOLS	\$1,699	CEDCHB03369	5	0678

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31	014-0188-002-0000	07-053453	4112 7TH AV	HERBERT G NICHOLS	\$487	CEDCHB03579	5	0678
32	014-0188-002-0000	07-053453	4112 7TH AV	HERBERT G NICHOLS	\$17,959	CEDCHB03580	5	0201
33	014-0203-012-0000	15-002988	3348 40TH ST	GLOBAL FINANCE/ASSETS INC.	\$830.60	CEDCHB03197	5	0678
34	014-0203-012-0000	15-002988	3348 40TH ST	GLOBAL FINANCE/ASSETS INC.	\$1,619	CEDCHC10257	5	0656
35	014-0213-021-0000	11-025121	3319 SAN JOSE WY	KIMBERLEY HACKETT-KING	\$474.70	CEDCHB03501	5	0201
36	014-0213-021-0000	11-025121	3319 SAN JOSE WY	KIMBERLY V HACKETT-KING	\$511	CEDCHB03230	5	0678
37	014-0246-006-0000	14-003909	3532 43RD ST	MEHNZI PROPERTIES LLC	\$1,419	CEDCHC10530	5	0656
38	014-0274-006-0000	15-004311	4268 13TH AV	LION REAL ESTATE INVESTMENT LLC	\$119	CEDCHC10370	5	0656
39	015-0284-015-0000	15-005228	3839 60TH ST	CHRISTIANA TRUST	\$199	CEDCHB03199	6	0678
40	015-0284-015-0000	15-005228	3839 60TH ST	CHRISTIANA TRUST	\$219	CEDCHC10258	6	0656
41	018-0013-019-0000	14-014559	4109 LOTUS AV	BANK OF AMERICA	\$119	CEDCHC10333	5	0656
42	019-0065-003-0000	15-004616	2909 16TH AV	WHANDERLUST, LLC	\$1,614	CEDCHC10579	5	0656
43	019-0082-015-0000	13-023691	2900 19TH AV	2900 19TH AVE TRUST	\$119	CEDCHC10329	5	0656
44	019-0094-012-0000	13-003242	2704 21ST AV	TAMAYO RAMIRO BASILIO	\$1,419	CEDCHC10143	5	0656
45	019-0122-016-0000	11-017464	2741 ATLAS AV	NEZIH SABANKAYA	\$1,519	CEDCHC10302	5	0656
46	020-0074-016-0000	12-020172	3907 SAN CARLOS WY	HARRY S WARREN REVOCABLE TRUST	\$361	CEDCHB03370	5	0678

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47	020-0074-016-0000	12-020172	3907 SAN CARLOS WY	HARRY S WARREN REVOCABLE TRUST	\$119	CEDCHC10325	5	0656
48	020-0074-016-0000	12-020172	3907 SAN CARLOS WY	HARRY S WARREN REVOCABLE TRUST	\$619	CEDCHC10486	5	0656
49	020-0131-044-0000	08-100488	4216 38TH ST	LANDMARK FINANCIAL SOLUTIONS LLC	\$649	CEDCHB03157	5	0678
50	020-0132-015-0000	14-009562	3748 18TH AV	ARLP SECURITIZATION TRUST	\$307	CEDCHB03603	5	0678
51	020-0132-015-0000	14-009562	3748 18TH AV	STEVEN CLARK	\$379	CEDCHB03190	5	0678
52	020-0213-015-0000	13-017746	3746 19TH AV	BLUE SKY TRUST	\$307	CEDCHB03156	5	0678
53	020-0213-015-0000	13-017746	3746 19TH AV	BLUE SKY TRUST	\$994.96	CEDCHB03207	5	0201
54	020-0213-015-0000	13-017746	3746 19TH AV	BLUE SKY TRUST	\$793	CEDCHB03208	5	0678
55	020-0214-031-0000	12-010605	3631 21ST AV	ELLA MAE LOFTON	\$119	CEDCHC10241	5	0656
56	021-0207-001-0000	14-005153	5416 19TH AV	GREENHOUSE REAL ESTATE LLC	\$119	CEDCHC10324	5	0656
57	022-0063-003-0000	14-023697	4940 MCGLASHAN ST	BERNARD LEE /EARLE ANCAR	\$241	CEDCHB03194	5	0678
58	022-0063-003-0000	14-023697	4940 MCGLASHAN ST	BERNARD LEE /EARLE ANCAR	\$439	CEDCHB03205	5	0678
59	022-0063-003-0000	14-023697	4940 MCGLASHAN ST	BERNARD LEE /EARLE ANCAR	\$259	CEDCHB03586	5	0678
60	022-0063-003-0000	14-023697	4940 MCGLASHAN ST	BERNARD LEE /EARLE ANCAR	\$1007.80	CEDCHB03598	5	0201
61	022-0063-003-0000	14-023697	4940 MCGLASHAN ST	BERNARD LEE /EARLE ANCAR	\$631.48	CEDCHB03599	5	0678
62	022-0063-003-0000	14-023697	4940 MCGLASHAN ST	BERNARD LEE /EARLE ANCAR	\$973	CEDCHB03600	5	0678

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63	022-0063-003-0000	14-023697	4940 MCGLASHAN ST	BERNARD LEE /EARLE ANCAR	\$1,419	CEDCHC10544	5	0656
64	022-0082-011-0000	14-019872	3391 26TH AV	DAVID LAWSON	\$1,419	CEDCHC10348	5	0656
65	023-0082-010-0000	09-010618	4950 CONCORD RD	FARIA, COREY	\$435	CEDCHB03256	6	0678
66	023-0141-010-0000	14-011930	5003 ARGO WY	ROSEVELT/CATHERINE WILLIAMS	\$1,619	CEDCHC10230	6	0656
67	023-0234-023-0000	14-023827	5305 60TH ST	JASON PARSONS	\$1,619	CEDCHC10251	6	0656
68	027-0034-001-0000	15-003580	6300 33RD AV	IVEN S BIRD	\$799	CEDCHB03167	6	0678
69	027-0034-001-0000	15-003580	6300 33RD AV	IVEN S BIRD	\$219	CEDCHC10213	6	0656
70	027-0071-039-0000	H050014173	7717 32ND AV	GORDON LANE	\$643	CEDCHB03604	6	0678
71	027-0106-012-0000	15-005613	5800 61ST ST	TINA MARIE MADIGAN	\$307	CEDCHB03268	6	0678
72	027-0106-012-0000	15-005613	5800 61ST ST	TINA MARIE MADIGAN	\$219	CEDCHC10432	6	0656
73	027-0292-015-0000	15-007364	5919 ORTEGA ST	JORDAN DANAY MCLOEY/MARICA M	\$119	CEDCHC10548	6	0656
74	029-0361-004-0000	14-023078	6204 FENNWOOD CT	BUKSH RAHAT	\$1,519	CEDCHC10525	5	0656
75	030-0171-001-0000	15-006520	6608 BENHAM WY	RALPH/LIZZIE GOOSBY REVOCABLE TRUST	\$219	CEDCHC10539	7	0656
76	031-0410-072-0000	14-010428	318 ZEPHYR RANCH DR	CREAMON L ALSTON	\$219	CEDCHC10349	7	0656
77	035-0161-024-0000	14-009343	6435 HOGAN DR	LE FAMILLE/SALAH SAVINGS MONEY HOLDING TRUST INDENTURE	\$1,619	CEDCHC10245	5	0656

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78	035-0161-025-0000	14-022481	6441 HOGAN DR	LE FAMILLE/SALAH SAVINGS MONEY HOLDING TRUST INDENTURE	\$1,619	CEDCHC10250	5	0656
79	035-0223-010-0000	15-007214	2354 52ND AV	YAO LIN ZHANG	\$307	CEDCHB03367	5	0678
80	035-0223-010-0000	15-007214	2354 52ND AV	YAO LIN ZHANG	\$865	CEDCHB03429	5	0678
81	035-0223-010-0000	15-007214	2354 52ND AV	YAO LIN ZHANG	\$219	CEDCHC10542	5	0656
82	035-0254-001-0000	14-007731	2134 SARAZEN AV	NAT/CHRIS STONE & ELIZABETH FORREST	\$283	CEDCHB03288	5	0678
83	035-0272-009-0000	14-017811	7018 REMO WY	MATHEWS DOLORES	\$280.19	CEDCHB03195	5	0678
84	035-0272-009-0000	14-017811	7018 REMO WY	MATHEWS DOLORES	\$2,329	CEDCHB03602	5	0678
85	035-0272-009-0000	14-017811	7018 REMO WY	MATHEWS DOLORES	\$119	CEDCHC10256	5	0656
86	035-0272-009-0000	14-017811	7018 REMO WY	MATHEWS DOLORES	\$224.60	CEDCHB03433	5	0678
87	035-0325-010-0000	10-011272	2151 60TH AV	CHAD NOVICK	\$651.06	CEDCHB03490	5	0201
88	035-0366-029-0000	14-019070	6706 GOLF VIEW DR	LI GEN CHEN/QUI XIN PENG	\$219	CEDCHC10347	5	0656
89	036-0084-018-0000	10-005388	2529 49TH AV	JULIA P/ RUBEN J TORRES	\$119	CEDCHC10243	5	0656
90	036-0122-023-0000	12-006657	2425 52ND AV	BANK OF AMERICA	\$247	CEDCHB03435	5	0678
91	040-0133-016-0000	15-005330	7605 51ST AV	NORMA TAYLOR	\$1,619	CEDCHC10493	6	0656
92	040-0214-008-0000	14-023232	7076 53RD AV	ALICE/WILLIAM R FORD	\$1,634.60	CEDCHB03196	6	0678

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93	040-0214-008-0000	14-023232	7076 53RD AV	ALICE/WILLIAM R FORD	\$1,619	CEDCHC10306	6	0656
94	047-0053-014-0000	14-020217	2125 62ND AV	DAISY L SHEGOG	\$219	CEDCHC10524	8	0656
95	047-0062-004-0000	14-012786	2200 62ND AV	PHETSAMONE PONENALA	\$193	CEDCHB03436	8	0678
96	047-0132-014-0000	14-021950	2212 63RD AV	BRYANT BETTY/JOHN BOLTON	\$1,619	CEDCHC10470	8	0656
97	048-0116-009-0000	14-003887	2117 MEADOWVIEW RD	PROPERTY INVEST, LLC	\$1,619	CEDCHC10284	8	0656
98	048-0135-005-0000	15-000798	7585 LEMARSH WY	BARBARA NIXON ANDREW, ROBERT R NIXON (EST OF), LYNNORA, NANETTE & RHONDA NIXON	\$219	CEDCHC10280	8	0656
99	048-0136-003-0000	13-009289	2176 KIRK WY	ELLIS RHYM	\$119	CEDCHC10357	8	0656
100	048-0152-012-0000	11-022243	7446 COSGROVE WY	MOSES/TONYA S JEFFERSON	\$119	CEDCHC10526	8	0656
101	048-0201-014-0000	14-019019	7522 BOWEN CR	BARBARA & CHARLES TREAT	\$1,619	CEDCHC10339	8	0656
102	048-0201-014-0000	14-019019	7522 BOWEN CR	BARBARA & CHARLES TREAT	\$1,345	CEDCHB03485	8	0678
103	049-0171-006-0000	14-015025	3101 TORRANCE AV	DONALD ANTHONY CARROLL	\$440.60	CEDCHB03168	8	0678
104	049-0171-006-0000	14-015025	3101 TORRANCE AV	DONALD ANTHONY CARROLL	\$1,411	CEDCHB03200	8	0678
105	049-0171-006-0000	14-015025	3101 TORRANCE AV	DONALD ANTHONY CARROLL	\$1,619	CEDCHC10215	8	0656
106	049-0187-003-0000	10-010778	7397 FLORES WY	CREATE WEALTH REAL ESTATE INC	\$119	CEDCHC10494	8	0656
107	049-0193-001-0000	14-017815	3117 GARDENDALE RD	YEN L WANG	\$1,619	CEDCHC10479	8	0656

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108	049-0222-002-0000	14-018632	7567 TWILIGHT DR	THONGPHET PHALOM & CARMELITA THONGPHET	\$397	CEDCHB03158	8	0678
109	049-0222-002-0000	14-018632	7567 TWILIGHT DR	THONGPHET/CARMELITA PHALOM	\$307	CEDCHB03368	8	0678
110	049-0222-002-0000	14-018632	7567 TWILIGHT DR	THONGPHET/CARMELITA PHALOM	\$1,619	CEDCHC10345	8	0656
111	049-0510-004-0000	14-017813	27 QUASAR CR	BEATRICE F GREEN TRUSTEE	\$199	CEDCHB03486	8	0678
112	050-0510-041-0000	15-003859	20 SAINT MARIE CR	SAFARI HOMES INCORPORATED	\$883	CEDCHB03484	8	0678
113	050-0510-041-0000	15-003859	20 SAINT MARIE CR	TEJO URBANO S/MERCEDES S/ROMEO S PRIMICI/ETAL	\$916.19	CEDCHB03286	8	0678
114	052-0132-020-0000	14-022980	1617 71ST AV	EAGLE VISTA EQUITIES LLC	\$1,619	CEDCHC10477	8	0656
115	053-0073-007-0000	14-007598	7759 DETROIT BL	ROBERTA C GRANT	\$505	CEDCHB03163	8	0678
116	053-0153-012-0000	14-021211	7868 DEERHAVEN WY	JOY C/C LLC	\$1,034.60	CEDCHB03178	7	0678
117	117-0024-011-0000	14-019755	7956 GRANDSTAFF DR	JP MORGAN CHASE BANK NATIONAL ASSOCIATION	\$572.60	CEDCHB03557	7	0678
118	117-0220-024-0000	14-015637	8159 SHELDON RD	SLC SHELDON, LLC	\$1,619	CEDCHC10229	8	0656
119	117-0440-060-0000	15-002832	1 WEOTT CT	AKLESH SINGH	\$1,619	CEDCHC10369	7	0656
120	117-0612-004-0000	15-004316	63 GOODWIN CR	SAMAEL RUKIGIAH	\$219	CEDCHC10426	7	0656
121	117-0840-029-0000	14-025152	6008 SAWYER CR	TINA TRAN	\$219	CEDCHC10287	8	0656
122	118-0015-008-0000	12-015229	4588 BARBEE WY	CHASE BANK/JP MORGAN	\$119	CEDCHC10417	8	0656
123	118-0183-014-0000	15-003936	7692 MILLROY WY	SWEET HOME INCORPORATED	\$362.60	CEDCHB03119	8	0678

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124	118-0183-014-0000	15-003936	7692 MILLROY WY	SWEET HOME INCORPORATED	\$219	CEDCHC10321	8	0656
125	119-0296-002-0000	14-016834	7918 DEER LAKE DR	TKS COMMUNITY DEVELOPMENT CORP	\$119	CEDCHC10307	7	0656
126	119-0312-007-0000	14-011594	4500 ARMADALE WY	KINNISTON REVOCABLE LIVING TRUST	\$458.60	CEDCHB03173	7	0678
127	119-0312-007-0000	14-011594	4500 ARMADALE WY	KINNISTON REVOCABLE LIVING TRUST	\$217	CEDCHB03474	7	0678
128	119-0330-036-0000	15-005331	7653 SKIROS WY	PRENTIS B/JOANN JOHNSON	\$280.19	CEDCHB03363	8	0678
129	119-0330-036-0000	15-005331	7653 SKIROS WY	PRENTIS B/JOANN JOHNSON	\$2,077	CEDCHB03529	8	0678
130	119-0330-036-0000	15-005331	7653 SKIROS WY	PRENTIS B/JOANN JOHNSON	\$224.60	CEDCHB03275	8	0678
131	119-0390-006-0000	14-024225	8044 DEER LAKE DR	WELLS FARGO BANK	\$219	CEDCHC10545	7	0656
132	119-0490-012-0000	14-008218	4023 DE LA VINA WY	IH3 PROPERTY WEST LP	\$119	CEDCHC10282	7	0656
133	201-1090-003-0000	15-003699	16 BRONCO CREEK CT	DONALD F OGLE & MA VICTORIA OGLE	\$119	CEDCHC10527	1	0656
134	201-1090-003-0000	15-003699	16 BRONCO CREEK CT	DONALD F OGLE & MA VICTORIA OGLE	\$119	CEDCHC10533	1	0656
135	215-0280-026-0000	14-012684	1521 MAIN AV	CHUMBER JOGINDER	\$1,419	CEDCHC10327	2	0656
136	225-0766-008-0000	14-003917	2917 CANDIDO DR	GREEN APPLE PROPERTIES	\$989	CEDCHC10531	3	0656
137	226-0101-052-0000	09-011256	5209 RIO LINDA BL	ROBERT ROBINSON	\$535	CEDCHB03162	2	0678
138	226-0101-052-0000	09-011256	5209 RIO LINDA BL	ROBERT ROBINSON	\$307	CEDCHB03174	2	0678
139	226-0101-052-0000	09-011256	5209 RIO LINDA BL	ROBERT ROBINSON	\$119	CEDCHC10478	2	0656

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140	237-0040-015-0000	14-000184	600 MAIN AV	ALVARO OSORIO	\$119	CEDCHC10249	2	0656
141	237-0040-015-0000	14-000184	600 MAIN AV	ALVARO OSORIO	\$119	CEDCHC10522	2	0656
142	237-0390-030-0000	14-023494	10 WESTMAN CT	ALFREDO G GUTIERREZ	\$1,619	CEDCHC10235	2	0656
143	238-0092-022-0000	10-007462	406 STILLWELL CT	N VEST N REAL ESTATE SERVICES	\$307	CEDCHB03366	2	0678
144	238-0220-037-0000	15-009092	4650 BELOIT DR	AMW TRUST AGREEMENT/DCW TRUST AGREEMENT	\$385	CEDCHB03560	2	0678
145	250-0301-001-0000	10-018446	51 BUTTERWORTH AV	GI KIM	\$1,419	CEDCHC10283	2	0656
146	251-0015-007-0000	14-017648	3925 MAY ST	SHIRLEY GEORGE	\$219	CEDCHC10247	2	0656
147	251-0032-018-0000	10-017912	3912 ALDER ST	PENDERGAST LIMITED FAMILY PARTNERSHIP	\$295.89	CEDCHB03303	2	0201
148	251-0033-001-0000	08-015281	1324 NORTH AV	EL DORADO HOLDING COMPANY INC	\$416.63	CEDCHB03487	2	0201
149	251-0043-003-0000	09-043818	3945 BALSAM ST	DEBORAH/MONTGOMERY CASEY	\$421	CEDCHB03260	2	0678
150	251-0043-003-0000	09-043818	3945 BALSAM ST	DEBORAH/MONTGOMERY CASEY	\$533.56	CEDCHB03488	2	0201
151	251-0124-007-0000	13-004130	3625 WILLOW ST	CAROLYN PUSCHMAN	\$679	CEDCHB03427	2	0678
152	251-0124-007-0000	13-004130	3625 WILLOW ST	CAROLYN PUSCHMAN	\$199	CEDCHB03236	2	0678
153	251-0152-038-0000	13-019630	3530 RIO LINDA BL	JPMORGAN CHASE BANK NATIONAL ASSOCIATION	\$307	CEDCHB03505	2	0678
154	251-0212-011-0000	14-014185	1320 LOS ROBLES BL	ADEOLA O ADEDAYO	\$119	CEDCHC10311	2	0656
155	251-0251-021-0000	15-002927	3325 MAY ST	MARY KIETSATHIT	\$119	CEDCHC10364	2	0656

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156	251-0282-002-0000	09-003502	3329 CYPRESS	RICK & JACQUES DAWARI	\$959.27	CEDCHB03301	2	0201
157	252-0012-021-0000	15-003624	3938 IVY ST	THOMAS REVOCABLE TRUST	\$1,619	CEDCHC10305	2	0656
158	252-0012-021-0000	15-003624	3938 IVY ST	THOMAS REVOCABLE TRUST	\$781	CEDCHB03426	2	0678
159	252-0012-021-0000	15-003624	3938 IVY ST	THOMAS REVOCABLE TRUST	\$259	CEDCHB03504	2	0678
160	252-0012-021-0000	15-003624	3938 IVY ST	THOMAS REVOCABLE TRUST	\$259	CEDCHB03595	2	0678
161	252-0161-032-0000	12-017878	3635 IVY ST	MIDTOWN RLTY SERVS INCORPORATED	\$119	CEDCHC10521	2	0656
162	252-0182-007-0000	14-023912	3613 DAYTON ST	MV15 LLC	\$445	CEDCHB03182	2	0678
163	262-0195-003-0000	14-016961	2725 NORMINGTON DR	CARL HUFFSTUTLER	\$989	CEDCHC10221	3	0656
164	263-0043-026-0000	13-014167	601 LEE DR	US BANK N.A.	\$830.60	CEDCHB03588	2	0678
165	263-0075-010-0000	14-025100	254 REDONDO AV	WELLS FARGO BK	\$1,519	CEDCHC10234	2	0656
166	263-0152-018-0000	14-014945	309 LAMPASAS AV	CHARLES E SIEGFRIED	\$2,299	CEDCHB03181	2	0678
167	263-0152-018-0000	14-014945	309 LAMPASAS AV	CHARLES E SIEGFRIED	\$12,784	CEDCHB03556	2	0201
168	263-0216-021-0000	09-050014	141 EL CAMINO AV	KEN JONOUBEI	\$605.79	CEDCHB03489	2	0201
169	263-0312-007-0000	15-003359	155 OLMSTEAD DR	GEORGE PETKER	\$219	CEDCHC10336	2	0656
170	265-0030-024-0000	12-005589	1279 SONOMA AV	MARLENE R AVENA/DOUGLAS E DUFFIN, GERALD R DUGGIN & VERNA R DUFFIN	\$760.60	CEDCHB03290	2	0201

Exhibit A – Report of the Building Official

November 3, 2015

171	265-0030-024-0000	12-005589	1279 SONOMA AV	MARLENE R AVENA/DOUGLAS E DUFFIN/GERALD R DUFFIN/VERNA R DUFFIN	\$119	CEDCHC10520	2	0656
172	265-0081-022-0000	15-006959	3000 BRANCH ST	BROOKHAVEN ASSET MANAGEMENT LLC	\$219	CEDCHC10540	2	0656
173	265-0180-002-0000	15-002354	2916 MARYSVILLE BL	RAYMOND C/SHARON G SCHMITZ/TR	\$219	CEDCHC10237	2	0656
174	265-0180-002-0000	15-002354	2916 MARYSVILLE BL	RAYMOND C/SHARON G SCHMITZ/TR	\$2,107.25	CEDCHC10238	2	0656
175	265-0180-002-0000	15-002354	2916 MARYSVILLE BL	RAYMOND C/SHARON G SCHMITZ/TR	\$348.72	CEDCHC10312	2	0656
176	265-0261-016-0000	14-015883	2741 ELLEN ST	ADELITA FLORES	\$1,419	CEDCHC10328	2	0656
177	265-0301-007-0000	10-005090	1021 OLIVERA WY	DAVID GARIBAY/LANORA GARIBAY	\$119	CEDCHC10547	2	0656
178	265-0302-016-0000	10-008804	1029 FRIENZA AV	CONSUELO M JONES	\$379	CEDCHB03161	2	0678
179	265-0302-016-0000	10-008804	1029 FRIENZA AV	CONSUELO M JONES	\$3,711.56	CEDCHB03204	2	0201
180	265-0302-016-0000	10-008804	1029 FRIENZA AV	CONSUELO M JONES	\$439	CEDCHB03287	2	0678
181	265-0302-016-0000	10-008804	1029 FRIENZA AV	CONSUELO M JONES	\$119	CEDCHC10211	2	0656
182	265-0302-016-0000	10-008804	1029 FRIENZA AV	CONSUELO M JONES	\$119	CEDCHC10359	2	0656
183	265-0303-054-0000	15-003957	2625 SELMA ST	OLGA I SHEA	\$1,027	CEDCHB03160	2	0678
184	265-0303-054-0000	15-003957	2625 SELMA ST	OLGA I SHEA	\$219	CEDCHC10210	2	0656
185	266-0242-027-0000	15-004972	1825 HELENA AV	GC SYSTEMS INC A NEVADA CORPORTATION	\$219	CEDCHC10430	2	0656

Exhibit A – Report of the Building Official

November 3, 2015

186	266-0321-007-0000	15-004970	2645 PLOVER ST	DENNIS DARREL DAMITZ	\$595	CEDCHB03277	2	0678
187	266-0321-007-0000	15-004970	2645 PLOVER ST	DENNIS DARREL DAMITZ	\$1,429	CEDCHB03591	2	0678
188	266-0321-007-0000	15-004970	2645 PLOVER ST	DENNIS DARREL DAMITZ	\$219	CEDCHC10309	2	0656
189	266-0414-006-0000	12-019615	1520 ORLANDO WY	REDWOOD STREET PROPERTIES LLC	\$119	CEDCHC10334	2	0656
190	274-0151-026-0000	15-005264	405 HARDING AV	FIFTY 5 LP	\$457	CEDCHB03231	3	0678
191	275-0014-006-0000	12-029065	128 EL CAMINO AV	DEUTSCHE BANK NATL TRUST COMPANY	\$397	CEDCHB03234	2	0678
192	275-0041-009-0000	14-022614	619 REDWOOD AV	WELLS FARGO BANK	\$119	CEDCHC10344	2	0656
193	275-0041-009-0000	14-022614	619 REDWOOD AV	WELLS FARGO BANK	\$259	CEDCHB03502	2	0678
194	277-0211-006-0000	14-022281	1812 JAMESTOWN DR	SANTOS ESPINOSA	\$193	CEDCHB03233	2	0678
195	277-0211-006-0000	14-022281	1812 JAMESTOWN DR	SANTOS ESPINOSA	\$259	CEDCHB03264	2	0678
196	277-0213-001-0000	13-023376	2045 WATERFORD RD	BANK OF AMERICA	\$379	CEDCHB03278	2	0678
197	277-0213-001-0000	13-023376	2045 WATERFORD RD	BANK OF AMERICA	\$457.64	CEDCHB03302	2	0201
198	277-0213-001-0000	13-023376	2045 WATERFORD RD	BANK OF AMERICA	\$307	CEDCHB03362	2	0678
199	277-0213-001-0000	13-023376	2045 WATERFORD RD	BANK OF AMERICA	\$847	CEDCHB03430	2	0678
200	277-0213-001-0000	13-023376	2045 WATERFORD RD	BANK OF AMERICA	\$1,089	CEDCHC10529	2	0656
201	277-0213-001-0000	13-023376	2045 WATERFORD RD	BANK OF AMERICA	\$1,419	CEDCHC10543	2	0656
TOTAL					\$163,637.78			

Meeting Date: 11/3/2015

Report Type: Staff/Discussion

Report ID: 2015-00981



Title: Entertainment and Sports Center Special Sign District Overview and Update (Oral Report)

Location: Downtown Plaza, District 4

Recommendation: Review and comment on a staff presentation on the issues, challenges and opportunities, including next steps, associated with the Entertainment and Sports Center Special Sign District.

Contact: Desmond Parrington, AICP, ESC Project Manager, (916) 808-5044, Office of the City Manager

Presenter: Desmond Parrington, AICP, ESC Project Manager, (916) 808-5044, Office of the City Manager

Department: City Manager

Division: Executive Office

Dept ID: 02001011

Attachments:

1-Description/Analysis

City Attorney Review

Approved as to Form
Matthew Ruyak
10/29/2015 12:57:59 PM

Approvals/Acknowledgements

Department Director or Designee: John Dangberg - 10/29/2015 10:08:02 AM

Description/Analysis

Issue Detail: This is an oral report on the progress to date as well as a discussion of issues, challenges and opportunities associated with the Entertainment and Sports Center Special Sign District.

Policy Considerations:

Economic Impact: Not applicable.

Environmental Considerations: The actions in this report do not have any potential for significant effect on the environment and are exempt under CEQA Guidelines section 15061(b)(3).

Sustainability: Not applicable.

Commission/Committee Action: Not applicable.

Rationale for Recommendation:

Financial Considerations: There is no impact to the General Fund. This is a presentation on issues, opportunities, and progress to date related to the Entertainment and Sports Center Special Sign District.

Local Business Enterprise (LBE): Not applicable.

Meeting Date: 11/3/2015

Report Type: Staff/Discussion

Report ID: 2015-00938



Title: City Auditor's Audit of the Sacramento Housing and Redevelopment Agency

Location: Citywide

Recommendation: Pass a Motion accepting the City Auditor's Audit of the Sacramento Housing and Redevelopment Agency.

Contact: Jorge Oseguera, City Auditor, (916) 808-7270, Office of the City Auditor

Presenter: Jorge Oseguera, City Auditor, (916) 808-7270, Office of the City Auditor

Department: Mayor/Council

Division: Office of the City Auditor

Dept ID: 01001201

Attachments:

1-Description/Analysis

2-Audit of the Sacramento Housing and Redevelopment Agency

City Attorney Review

Approved as to Form

Sandra Talbott

10/28/2015 10:58:14 AM

Approvals/Acknowledgements

Department Director or Designee: Jorge Oseguera - 10/27/2015 11:02:51 AM

Description/Analysis

Issue Detail: This audit was approved as part of the 2014/2015 Audit Plan. As audit resources are limited, this audit was contracted out to Harvey Rose Associates, LLC. According to City Code Chapter 2.18, the City Council should be kept apprised of the City Auditor's work. The Budget and Audit Committee shall receive, review, and forward to the full Council the City Auditor's updates and reports.

Policy Considerations: The City Auditor's presentation of the Audit of the Sacramento Housing and Redevelopment Agency is consistent with the Mayor and City Council's intent to have an independent audit function for the City of Sacramento.

Economic Impacts: None

Environmental Considerations: None

Sustainability: None

Commission/Committee Action: On October 5, 2015, the Budget and Audit Committee accepted this report and approved a motion to forward the report to the full City Council with three votes in favor and Council Member Jay Schenirer absent. The Budget and Audit Committee expressed support for all of the Auditor's recommendations with the exception of Recommendations 6 and 8.

Rationale for Recommendation: This report includes four findings and makes fourteen recommendations regarding the Sacramento Housing and Redevelopment Agency.

Financial Considerations: The cost of this contract was funded out of the FY 2014/15 Office of the City Auditor's budget.

Local Business Enterprise (LBE): No goods or services are being purchased as a result of this report.

Audit of the Sacramento Housing and Redevelopment Agency

Report # 2015-07 | September, 2015

SHRA's Funding Practices and Project Selection Should be More Transparent

SHRA Could Improve Reporting on Affiliated Nonprofits' Financial Information to the City Council, and Better Segregate Staff Responsibilities from their Role on the Affiliated Nonprofits' Boards

Construction Costs for SHRA-Funded Projects are Consistent with Other Low Income Housing Projects in California

SHRA Should Consider Adopting Reporting and Budgeting Practices Similar to Those of City Departments



As Prepared by Harvey M. Rose Associates, LLC

on behalf of

City of
SACRAMENTO
Office of the City Auditor

Jorge Oseguera, City Auditor
Lynn Bashaw, Senior Auditor

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AUDIT FACT SHEET

Audit of the Sacramento Housing & Redevelopment Agency

We recommend the SHRA:

- Ensure that all affordable housing funds are announced through an annual public notice, such as a Notice of Funding Availability or Request for Proposals.
- Request calendaring of Multifamily Lending priorities for discussion by the City Council prior to any changes.
- Clarify in its Multifamily Lending Policies how projects meeting the same priority status will be evaluated for funding selection.
- Publish project selection criteria as part of the annual public noticing process, and consider assigning a point system to evaluate competing projects.
- Establish a Multifamily Lending Loan Committee to review proposed loans over a minimum threshold to be established by SHRA and make loan recommendations to the SHRA Commission.
- Work with TCAC to identify an external Local Reviewing Agency to make recommendations on Housing Authority projects.
- Establish a written policy that any SHRA staff member who sits on the board of a nonprofit may not participate in funding awards for which that nonprofit is competing.
- Continue to ensure reasonable construction costs.
- Request calendaring of annual reporting of City funds, including on the Housing Trust Fund and the City's residential hotels, for discussion by the City Council.

We recommend the City Council:

- Request the SHRA Executive Director to provide more detail in the annual budget presentation.
- In collaboration with the County Board of Supervisors, review the appropriateness of SHRA's structure and scope of activities.
- Calendar SHRA's CAFR for discussion at the Budget and Audit Committee.
- Request that SHRA present detailed financial information on the nonprofit corporations during the annual CAFR presentation.
- Consider requesting the SHRA Executive Director to provide midyear budget reports to the Council.

September 2015

BACKGROUND

The Sacramento Housing and Redevelopment Agency (SHRA) manages public housing and community development funds for the City and County of Sacramento. In the wake of the dissolution of redevelopment and the ongoing loss of federal support for public housing, funding for affordable housing rehabilitation and construction has become more limited, increasing the competition for resources.

FINDINGS

SHRA's funding practices and project selection should be more transparent.

Affordable housing funds should be administered with the same level of public scrutiny and competition as any other municipal resource. SHRA lacks clear procedures for awarding funding, which can give the appearance of favoritism, particularly as the agency seeks funding for repositioned public housing assets. We found:

- SHRA does not publicize funding available for affordable housing development;
- SHRA should clarify its process for project selection;
- The City Council and public could benefit from more detailed budget presentations on multifamily spending;
- SHRA could benefit from a Loan Committee for additional oversight over multifamily lending;
- SHRA's role as the local reviewing committee for the Tax Credit Allocation Committee presents a potential conflict; and
- Because the agency is a lender and recipient of its multifamily financing, SHRA's structure may not be appropriate.

SHRA could improve reporting on affiliated nonprofits' financial information to the City Council, and better segregate staff responsibilities from their role on the affiliated nonprofits' boards.

While the affiliated nonprofit corporations are legally and financially independent, the City has an interest in their financial sustainability. We found that:

- The City Council would benefit from a detailed discussion about the affiliated nonprofits' financial condition; and
- SHRA staff who sit on the board of an affiliated nonprofit do not recuse themselves from SHRA's decision-making process to fund the nonprofit's projects.

Construction costs for SHRA-funded projects are consistent with other low income housing projects in California.

Affordable housing construction costs can be higher than for other types of housing because affordable housing projects often serve vulnerable populations and require special features, such as disability access. We found:

- Unit costs of multifamily projects funded by SHRA are consistent with other multifamily projects in California.

SHRA should consider adopting reporting and budgeting practices similar to those of City departments.

The City Council would benefit from SHRA following reporting and budgeting practices as consistent as possible with City departments. Specifically, we found:

- The City Council would benefit from midyear budget reporting by SHRA; and
- The City Council would benefit from clarifying when SHRA legislative items should be on the discussion agenda.

Introduction

In accordance with the City Auditor's 2014-15 Audit Plan, we have completed an *Audit of the Sacramento Housing and Redevelopment Agency*. We conducted this audit in accordance with Generally Accepted Government Auditing Standards. These standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives.

We would like to thank the staff of the Sacramento Housing and Redevelopment Agency for their time and cooperation during the audit process.

Background

Since 1982, the Sacramento Housing and Redevelopment Agency (SHRA) has managed and administered federal housing and community development funds on behalf of both the City and the County of Sacramento, through a Joint Exercise of Powers Agreement between the two jurisdictions. SHRA is the lead public agency for affordable housing development in Sacramento, and provides development funding, operating assistance and mortgage assistance for eligible projects. The agency also manages public housing units and Housing Choice Vouchers for the two jurisdictions. The agency currently oversees nearly 12,000 vouchers and 3,144 public housing units.

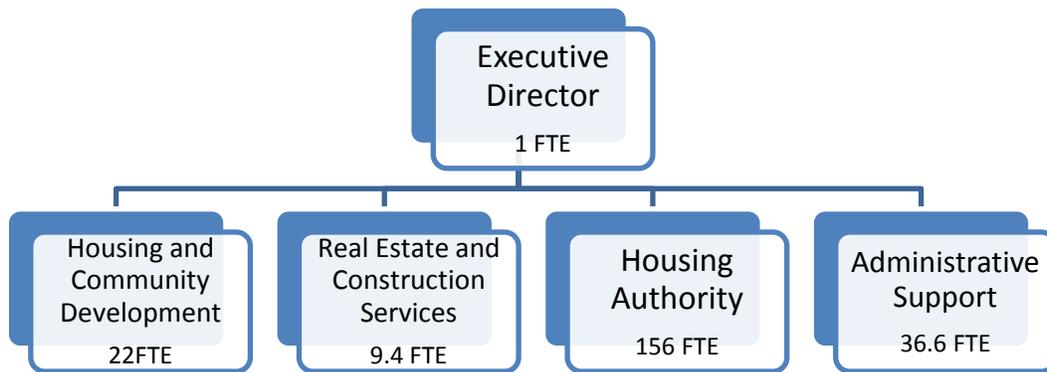
SHRA Commission

The SHRA Commission was established in 1974 by both City and County of Sacramento ordinances. The Commission serves as an advisory panel to SHRA on projects, programs and activities relating to housing development and the Housing Authority, and as the governing board of the Sacramento Housing and Redevelopment Agency pursuant to the Joint Powers Agreement. The SHRA Commission is comprised of five members appointed by the Mayor with approval by the City Council and six members appointed by the County Board of Supervisors.

SHRA Budget

In Fiscal Year 2015, SHRA's budget totaled \$184 million, with 225 full-time equivalent (FTE) employees. Of these, 205 positions were funded and 20 positions were unfunded.

Exhibit 1: SHRA Organizational Chart



Source: SHRA organizational charts

Since Fiscal Year 2012, SHRA has generated less program revenue than it has expended, although revenues have increased by eight percent from \$172 million in 2012 to \$186 million in 2014. Total expenditures have increased five percent from \$177 million in 2012 to \$186 million in 2014, as shown in the figure below. In addition, the SHRA annual operating budget has included interest expense, net transfers between government and business-type activities, and one time funds.

Exhibit 2: SHRA Financial Performance FY 2012 to FY 2014 (numbers expressed in thousands)

	2012		2013		2014	
Program Revenues and Expenses	Revenue	Expenses	Revenue	Expenses	Revenue	Expenses
Governmental						
Housing Operations	\$9,579	(\$9,477)	\$12,033	(\$10,700)	\$7,366	(\$12,349)
Community Development	\$25,949	(\$18,048)	\$13,458	(\$25,677)	\$32,883	(\$28,219)
Community Social Services	\$2,686	(\$2,860)	\$2,998	(\$2,946)	\$4,109	(\$3,745)
Interest Expense	\$0	(\$953)	\$0	(\$894)	\$0	(\$859)
Total Governmental	\$38,214	(\$31,338)	\$28,489	(\$40,217)	\$44,358	(\$45,172)
Business-Type						
Local Housing	\$6,751	(\$8,701)	\$11,239	(\$9,084)	\$15,146	(\$9,954)
Public Housing	\$15,334	(\$24,009)	\$14,327	(\$24,133)	\$16,020	(\$22,655)
Housing Choice Vouchers	\$112,118	(\$112,774)	\$107,185	(\$110,757)	\$110,261	(\$108,443)
Total Business-Type	\$134,203	(\$145,484)	\$132,751	(\$143,974)	\$141,427	(\$141,052)
Total Program Revenues/ Expenses	\$172,417	(\$176,822)	\$161,240	(\$184,191)	\$185,785	(\$186,224)
Investments, Transfers, Other *	\$123,546		\$7,130		\$22,773	
Total	\$295,963	(\$176,822)	\$168,370	(\$184,191)	\$208,558	(\$186,224)

Source: SHRA Comprehensive Annual Financial Reports, 2012-2014

* Includes one-time funds due to dissolution of Redevelopment Agency in 2012 and sale of Sutterview and Sierra Vista properties in 2014

Dissolution of Redevelopment Agencies

Redevelopment agencies had provided local governments the ability to capture a greater share of property taxes. After an area was declared a redevelopment project area, the share of property taxes that went to schools and other local agencies was frozen. All of the growth in property taxes (known as property tax increment) from that point on went to the redevelopment agency. Redevelopment agencies were required by California State law to set aside not less than 20 percent of all tax increment revenues into a Low and Moderate Income Housing Fund to develop housing for households at those income levels.

However, to address the State's ongoing budget deficit, the California State Legislature approved the dissolution of the State's redevelopment agencies with the 2011 Budget Act. Redevelopment agencies were officially dissolved as of February 1, 2012. As a result, property tax increment is now used to pay existing bonds for the dissolved redevelopment agencies, other enforceable obligations, and pass-through payments to local governments. The remaining property tax increment, which previously went to the redevelopment agencies, is now allocated to cities, counties, special districts, and school and community college districts.

To help facilitate the dissolution of redevelopment at the local level, successor agencies were established to manage the redevelopment projects already underway, make payments on enforceable obligations, and dispose of redevelopment assets and properties. In Sacramento, the legal and treasury functions related to the administration and management of the former redevelopment activities and payment of debt for the former redevelopment agencies of the City and County of Sacramento were assumed within the City and County management structure. All housing assets and housing functions of the former redevelopment agencies were assumed by the Housing Authorities of the City and the County to be staffed by SHRA.

Transition to Asset Management Model

In 2007, the US Department of Housing and Urban Development (HUD) began requiring housing authorities to convert to an asset management program for all public housing assets. The purpose was to decentralize accounting, budgeting, management and reporting functions for public housing properties and incorporate a project-based system to create higher levels of accountability and oversight. The asset management model reflected a major shift in operations, and the transition process required significant organizational changes for housing authorities. SHRA successfully completed the transition to asset management within one year, and as a result of this timely transition, SHRA avoided additional financial penalties imposed by HUD on other housing authorities.

2007 Asset Repositioning Study

In 2007, SHRA contracted with CSG Advisors and Abt. Associates to conduct an analysis of the long-term viability of its public housing developments. The consultants' report outlined a strategy for the agency to reduce its dependence on dwindling federal funding for public housing by repositioning the public housing assets to increase

opportunities for private and other public financing. Public housing properties could be disposed to nonprofit entities who would act as the managing general partner in tax credit developments to qualify the project for property tax exemptions—a practice widely used around the country that grew out of the HUD’s HOPE VI model¹.

SHRA endorsed the recommendations in this report and moved quickly to request HUD’s approval to dispose of the three high-rise developments—Washington Plaza, Sutterview and Sierra Vista. These properties were transferred to the Sacramento Housing Asset Repositioning Program, Inc. (SHARP), an affiliated nonprofit organization created by SHRA expressly for this purpose. The repositioned properties were awarded project-based vouchers which provide market rate revenue for the properties. The redeveloped properties will be managed by SHRA under contract with SHARP.

SHRA Multifamily Lending Activities

Affordable housing development projects require a complex mix of financing tools such as loans, grants, and various other programs containing numerous qualifications requirements and restrictions. The federal government typically provides major capital support through low-income housing tax credits (LIHTC), community development block grants (CDBG), and HOME Investment Partnership Program (HOME) funds, in addition to other operating subsidies provided through HUD programs. As federal support declined in recent years, local and state governments also started offering financing and incentive programs, including housing trust funds and state tax credits.

Low Income Housing Tax Credits

The federal low-income housing tax credit (LIHTC) represents a major source of funding for much of the affordable housing that is being constructed today. Created under the Tax Reform Act of 1986, the LIHTC program is administered at the state level with a fixed allocation from the federal government based on the state’s population. Federally-subsidized projects qualify for 4 percent tax credits. Other low income housing projects may qualify for competitive 9 percent tax credits, which are awarded in two annual competitive allocations to projects that best meet the state’s priorities and goals.

In California, the Tax Credit Allocation Committee (TCAC), a division of the State Treasurer’s Office, administers the tax credits. The federal government allocates the nine-percent competitive credits to each state based on a calculation of \$2.15 per capita. TCAC then allocates the competitive tax credits to specific types of projects and to geographic regions within the state, based on population and housing needs. The Tax Credit Allocation Committee awards these tax credits to eligible projects within geographic regions through a competitive process. The Capital/Northern California area

¹ HOPE VI was launched in 1992 by HUD to replace the country’s most severely distressed public housing developments with modern mixed-use developments to support neighborhood revitalization in urban areas. HUD provided grants to eligible Housing Authorities, and encouraged them to collaborate with private for-profit and non-profit developers to leverage and maximize resources for long-term viability.

accounts for six percent of the State’s population and typically receives enough credits to fund one project in each allocation round.

SHRA Affordable Housing Financing Tools

As the lead public agency for affordable housing development in Sacramento, SHRA provides multiple types of assistance to eligible projects, including:

- **Mortgage Revenue Bonds:** SHRA issues tax-exempt mortgage revenue bonds, the proceeds from which are lent to developers for construction/rehabilitation and permanent financing for multifamily rental projects at rates below conventional commercial loan rates.
- **Community Development Block Grant:** The Community Development Block Grant (CDBG) is a federal block grant that provides annual allocations to larger cities and urban counties to develop housing and community resources to expand economic opportunities for low- and moderate-income residents.
- **HOME:** The HOME Investment Partnerships Program (HOME) is a federal block grant that provides states and localities with a flexible funding source to address affordable housing needs. Government bodies typically use these funds—often in partnership with local nonprofit groups—to support the construction or rehabilitation of affordable housing for rent or homeownership and to provide direct rental assistance to low-income people. HOME is the largest federal block grant designed exclusively to create affordable housing for low-income households. Eligible projects can receive HOME funds in the form of long-term loans at rates below conventional commercial loan rates.
- **Housing Trust Fund:** The Sacramento City Council created the Housing Trust Fund in 1989 to raise local revenues for affordable housing from fees placed on commercial development. These funds are primarily used for new construction or for substantial rehabilitation, and serve households earning up to 80 percent of the area median income.
- **Tax increment Funds (now Residual Redevelopment Revenues):** Subsequent to the dissolution of the Redevelopment Agency, residual redevelopment revenues are allocated to pay enforceable obligations such as debt service on outstanding bonds.
- **Housing Bond Proceeds:** SHRA serves as the housing successor and can spend the remaining low and moderate income housing bond funds and Supplemental Educational Augmentation Revenue Fund (SERAF) loan repayment for new affordable housing projects.
- **Seller Carry Back Loans:** Seller carry back loans are typically used when the purchaser of a property cannot obtain sufficient third party loans to meet the purchase price, and the property seller carries the loan instead. SHRA provides seller carry back loans to private buyers for the purchase of former Redevelopment Agency housing properties and to SHARP for Housing Authority repositioned properties.

Awards and Recognition

In 2013, the Housing Authority of the City of Sacramento received HUD’s “High Performer” designation. Additionally, in 2013 and 2014, HUD awarded the Housing Authority of the County of Sacramento the “High Performer” designation, the agency’s highest level of commendation.

In April 2015, the City of Sacramento with SHRA serving as the lead agency received a Promise Zone designation from the Federal government, which will bring additional resources to support community revitalization efforts in the area. Sacramento was one of eight cities in the nation selected for this competitive program.

SHRA has also been awarded the Certificate of Achievement for Excellence in Financial Reporting by the Government Finance Officers Association for 22 consecutive years, and has received the Meritorious Budget Award from the California Society of Municipal Finance Officers for three years.

Objective, Scope and Methodology

The purpose of this audit was to assess the structure and formation of SHRA’s affiliated nonprofits, to evaluate SHRA’s practices for issuing grants and loans, and to analyze the agency’s governance structure and financial controls. Our scope included the past three fiscal years (2011-2014), although we reviewed certain activities in earlier years to understand the agency’s multifamily lending practices and creation of nonprofit affiliates. We focused primarily on projects and actions located in the City of Sacramento.

Our fieldwork and analysis included:

- Observations of nonprofit board meetings, agency commission meetings, and construction monitoring meetings;
- Interviews with key employees at SHRA, as well as external stakeholders including affordable housing developers, City employees, former SHRA employees, Commission members, and elected officials;
- Review of two years of agendas and minutes for the SHRA Commission and Housing Authority Board (City Council);
- Review of agency policy documents and sample project files for three recent developments; and,
- Analysis of financial documents and project costs for all projects funded by SHRA over the past three fiscal years.

Survey of Comparable Jurisdictions

In addition to the activities listed above, we conducted a survey of ten comparable jurisdictions and also conducted a literature review to identify best practices in governance and multifamily lending. The surveyed jurisdictions include: Charlotte, North Carolina; Denver, Colorado; Portland, Oregon; Seattle, Washington; and the cities of

Fresno, Los Angeles, Oakland, San Diego and San Francisco and the County of Santa Clara in California.

Because of SHRA's unique structure—with jurisdiction over both City and County, and for both the housing authority and financing agency—few exact comparable agencies exist. The San Diego Housing Commission is the only agency in California that is similarly structured.

Results from the survey are discussed throughout this report, and a summary is provided as Appendix 2.

Finding 1: SHRA's Funding Practices and Project Selection Should Be More Transparent

As noted in the Introduction to this report, SHRA is the lead agency for gap financing for multifamily affordable housing development in the City of Sacramento. Although it operates with significant autonomy, SHRA's goals and activities have been incorporated into major Sacramento housing planning documents. SHRA makes loans to multifamily development projects, including those of its own nonprofit affiliates, using various financing tools administered on behalf of the City, including the Housing Trust Fund, CDBG and HOME Funds.

We found that unlike most local California agencies, SHRA combines its role in owning and operating housing with its role in overseeing and granting financing for affordable housing development. Given its current structure and operations, SHRA is at risk of potential conflict and appearance of favoritism in recommending or awarding financing to affordable housing developments. Specifically, we found:

- SHRA does not publicize funding available for affordable housing development;
- SHRA should clarify its process for project selection;
- The City Council and public could benefit from more detailed budget presentations on multifamily spending;
- SHRA could benefit from a Loan Committee for additional oversight over multifamily lending;
- SHRA's role as the Local Reviewing Agency for the Tax Credit Allocation Committee presents a potential conflict; and
- Because the agency is both a lender and recipient of its multifamily financing, its structure may not be appropriate.

Because many of SHRA's resources come from the Federal government and requires full and open competition for public resources, and the loans serve to meet affordable housing goals established by the City, SHRA multifamily lending should be held to at least the same transparency requirements that apply to ordinary municipal spending. SHRA needs to develop formal policies and procedures to better ensure competitive and open processes to recommend and award financing to affordable housing development projects.

SHRA Does Not Publicize Funding Available for Affordable Housing Development

Since 1984, the Federal Government has required full and open competition. To achieve full and open competition, federal agencies issue funding opportunity announcements and publish their intent to award federal funds. The US Department of Housing and Urban Development (HUD) encourages housing finance agencies to use free and open solicitations to prevent the appearance of one organization having a favored status.

All of the ten comparable jurisdictions surveyed for this audit utilize public processes for awarding affordable housing resources for multifamily project development, through annual Notices of Funding Availability (NOFAs) or Requests for Proposals (RFPs). In addition, all but one of the surveyed jurisdictions utilizes an Independent Review Panel, comprised of a combination of agency staff and outside experts, for project selection. The jurisdiction that does not use an Independent Review Panel awards funding to the lowest bidder.

In our opinion, the SHRA could benefit from a public process to avoid the risk of the appearance of favoritism and to encourage greater public trust in the fair and equal availability of funds for eligible projects.

RECOMMENDATION

We recommend the SHRA:

1. Ensure that all affordable housing funds are announced through an annual public notice, such as a Notice of Funding Availability or Request for Proposals.

SHRA Should Clarify its Process for Project Selection

According to SHRA senior staff, funding recommendations are made internally by SHRA staff based upon the funds available at the time of application. As stated in SHRA's Multifamily Lending and Mortgage Revenue Bond Policies, following a meeting with SHRA staff to introduce a project, an applicant may submit a pre-application for multifamily financing. Pre-applications for agency financing are accepted on a quarterly basis. After review of the pre-application and based on funding availability, agency staff will request full applications from applicants who meet project priorities.

According to SHRA management, funding decisions are guided by the priorities outlined in the SHRA Multifamily Lending and Mortgage Revenue Bond Policies that were adopted by the City Council on March 17, 2009. This item appeared on the City Council's March 17, 2009 Consent Agenda. SHRA's 2009 multifamily lending priorities include preservation, recapitalization, inclusionary housing, rehabilitation and new production.

SHRA's 2009 Multifamily Lending and Mortgage Revenue Bond Policies set different priorities for awarding project funding than prior policies adopted by the City Council in 2005. As Exhibit 3 below shows, the agency's priorities have changed over time, with the top priority for multifamily loans shifting from new construction to the preservation of publicly subsidized projects. This marks a major policy change, with a potentially significant impact on the production of affordable housing in the area, resulting in the construction of fewer new affordable housing units. In our opinion, given the implications for future development, the City Council should discuss SHRA's multifamily lending policies as a regular meeting agenda item, not on the consent agenda.

Exhibit 3: SHRA Funding Priorities, 2005 and 2009

	2005	2005	2009	2009
	9% Tax Credits	Multi-Family Loans ^a	9% Tax Credits	Multi-Family Loans
Qualified Nonprofit Developer				
Receiving Agency Subordinate Loan				
Mixed Income Units, with 35% min market rate				
Acquisition/Rehab in redevelopment area	1		2	4
New construction, area median income 80+%				
New construction, Inclusionary Housing	2	√		3
New construction, Transit Oriented Development	2	√		4
Acquisition/Rehab, city/countywide	3	√		
New construction, "redevelopment benefit"	3	√	3	4
Other	4			
Acquisition/Rehab to serve special needs tenants			1	
New construction to serve special needs tenants			1	
Acquisition/Rehab of SROs			1	
New construction of SROs			1	
Preservation of publicly subsidized projects				1
Recapitalization/Rehab of affordable units				2

Source: 2005 Multifamily (MF) & MRB Policies, 2009 MF & MRB Policies

^a In 2005, the four Multifamily Funding Priorities were ranked equally.

It is not clear how SHRA measures otherwise equal projects within the same priority status, as SHRA does not currently have a system for quantitatively evaluating project proposals (for example, using weighted criteria). Previously in 2005, SHRA’s 9 Percent Tax Credit project prioritization included a tiebreaker policy for project applications with the same priority tier: preference would be granted to the project requiring the lowest amount of agency assistance per unit, as a percentage of total project costs. This practice ended in 2009.

In our opinion, given the current funding environment with limited resources to address significant needs, SHRA needs to clarify its evaluation criteria as part of a formal competitive NOFA or RFP process to avoid the appearance of wrongdoing or favoritism. As HUD notes in its “Playing by the Rules” handbook for sub-recipients of Community Development Block Grants, an agency “must maintain records to detail the significant history of a procurement. These records include...files on the rationale for ...the contractor selection/rejection process.” HUD further states that “there must be written selection procedures for procurement transactions.” These requirements have been

codified in federal regulations¹ and must be adopted by local jurisdictions that allocate CDBG and HOME funds for affordable housing development.

SHRA's current project selection process, in which funding criteria are not presented publicly through a formal NOFA or RFP process, is not consistent with federal guidelines or common practices. While SHRA is allowed discretion in how it awards funds, the lack of policies to show how the agency uses this discretion could give the appearance of favoritism.

RECOMMENDATION

We recommend the SHRA:

2. Request calendaring of Multifamily Lending priorities for discussion by the City Council prior to any changes.
3. Clarify in its Multifamily Lending Policies how projects meeting the same priority status will be evaluated for funding selection.
4. Publish project selection criteria as part of the annual public noticing process, and consider assigning a point system to evaluate competing projects.

The City Council and Public Could Benefit from More Detailed Budget Presentations on Multifamily Spending

Under the Joint Exercise of Powers Agreement, the City Council must approve SHRA's annual budget and budget modifications, as well as the Capital Improvement Program, which includes housing development and multifamily lending activities. The SHRA budget approved by the Council only identifies major categories of expenditures. The budget presentation does not provide details on how funding sources for capital projects (including HOME, CDBG and the Housing Trust Fund) are being used to support specific multifamily developments. Budget information instead tends to be rolled up into major categories, as shown below.

¹ Procurement requirements for CDBG and HOME awards are codified in 24 CFR 85 and 2 CFR 200, respectively.

Exhibit 4: Summary of Annual Budgeted Expenditures Presented to Council, Fiscal Years 2012-2015

Operations	2012	2013	2014	2015
Salaries and Benefits	\$23.3	\$19.9	\$19.6	\$20.9
Services and Supplies	15.6	14.7	14.8	15.3
Housing Assistance Payments	101.9	107.2	103.5	108.1
Debt Service	42.4	3.1	2.3	3.2
Financial Transactions	31.1	0.9	0.6	0.5
Public Services	3.6	5.1	4.9	5.2
Subtotal Operations Expenditures	\$217.9	\$150.9	\$145.7	\$153.2
Capital Projects				
Housing Development and Preservation	\$10.1	\$13.2	\$14.0	\$19.4
Housing Authority Capital Projects	2.1	2.3	4.4	2.9
Infrastructure and Public Improvements	5.8	3.1	3.5	8.6
Subtotal Capital Projects	\$18.0	\$18.6	\$21.9	\$30.9
Total Budgeted Expenditures	\$235.9	\$169.5	\$167.6	\$184.1

Source: SHRA Annual Proposed Budget Presentations to Council

While project funding details are provided in SHRA's Annual Action Plan for CDBG, HOME and other HUD funds, and in the agency's actual budget document, project funding is not readily accessible or clearly synthesized for public consumption. SHRA does not have a document that succinctly summarizes funding by project.

An example of a more detailed report on affordable housing funding as presented by the San Francisco Mayor's Office of Housing in their annual report is shown in Exhibit 5. As shown, this table lists specific projects that have received funding, including the amounts and sources of that funding, as well as the total numbers of affordable units completed and preserved. A clear presentation of the agency's funding details in this type of format helps to facilitate the dissemination of information for public use.

Exhibit 5: Sample Annual Report Presented by San Francisco Office of Housing

Table 2: MOHCD Affordable Housing Production, 2012-13 and 2013-14

Affordable Housing Production	2012-2013	2013-2014
New Affordable Rental Units Completed	207	253
Existing Affordable Rental Housing Units Preserved	556	72
Total Affordable Housing Units Produced/Preserved	763	325

Affordable Housing Production Pipeline - projects receiving City funding during fiscal year	Project Sponsor/Borrower	Funding Source	Total Development Cost (as of FY 12-13)	2012-2013				% City Funds Leveraged
				City Funds Committed / Closed for the Project FY 2012-2013	Previously Committed City Funds	Total City Commitment	Non-City Funds Leveraged	
Rosa Parks II	Rosa Parks	HOME	\$42,310,913	\$6,120,000	\$5,512,000	\$11,632,000	\$30,678,913	72.5%
129 Golden Gate	121 Golden Gate	HOME and Hotel Tax	\$43,194,413	\$7,806,476	\$3,181,126	\$10,987,602	\$32,206,811	74.6%
Midtown	Mercy Housing California	CDBG-Grant	\$200,000	\$200,000	\$0	\$200,000	\$0	
940 Washington	940 Washington-Gum Moon	SSLP	\$3,787,222	\$167,000	\$3,620,222	\$3,787,222	\$0	
55 Laguna	55 Laguna	AHF	\$1,578,591	\$1,000,000	\$578,591	\$1,578,591	\$0	
Franciscan Towers	Franciscan Towers-217 Eddy	CDBG	\$2,308,936	\$2,133,936	\$0	\$2,133,936	\$175,000	7.6%
Hunters View Phase II (Blocks 7 & 11)	Hunters View Associates LP	AHF	\$1,436,000	\$1,436,000	\$0	\$1,436,000	\$0	
Hunters View Phase II (Blocks 7 & 11)	Hunters View Associates LP	Gen Funds HOPE SF	\$2,500,000	\$2,500,000	\$0	\$2,500,000	\$0	
Broadway-Sansome	Broadway-Sansome Associates	MTA - work order funds	\$33,177,151	\$8,000,000	\$5,628,658	\$13,628,658	\$19,548,493	58.9%
1500 Page Street	Mercy Properties -1500 Page Street	HOME	\$4,050,217	\$911,867	\$3,138,350	\$4,050,217	\$0	
55 Laguna	55 Laguna L.P.	AHF & HOPWA	\$4,297,591	\$2,719,000	\$1,578,591	\$4,297,591	\$0	
			\$138,841,034	\$32,994,279	\$23,237,538	\$56,231,817	\$82,609,217	59.5%
Arlington	Arlington Hotel	LOSP		\$9,330,007		\$9,330,007		
220 Golden Gate	220 Golden Gate Master Tenant	LOSP		\$18,475,118		\$18,475,118		
				\$27,805,125		\$27,805,125		

In our opinion, budget reports that summarize funding by project such as this would give Sacramento policymakers and the public more easily-accessed information on SHRA's progress in meeting the City's housing goals.

RECOMMENDATION

We recommend the City Council:

5. Request the SHRA Executive Director to provide more detail in the annual budget presentation.

SHRA Could Benefit from a Loan Committee for Additional Oversight over Multifamily Lending

With high costs of construction and limited resources, affordable housing projects typically require multiple financing sources, with loans and equity contributions provided by several public and private sources. With control over local and federal housing funds (including the City's CDBG and HOME grant funds), SHRA offers gap financing in the form of mortgage revenue bonds and multifamily loans to local affordable housing development projects that meet eligibility criteria as defined in the Multifamily Lending and Mortgage Revenue Bonds Underwriting Guidelines. Loans made by SHRA to developers result in formal loan agreements, formalizing affordability and repayment terms.

SHRA does not have a loan committee to review and recommend loan applications to the SHRA Commission. Loan applications are reviewed by SHRA Development staff, with final review and recommendation to the SHRA Commission by the Executive Director. The SHRA Assistant Director of Development stated that multifamily loans now always go to the Commission and Council for approval because the gap financing needs are so great.

We found the establishment of a housing finance loan committee to be a common practice among comparable jurisdictions. For example, the San Diego Housing Commission (which also combines housing authority and redevelopment activities under a single entity) has an Executive Loan Committee, composed of two City employees and two representatives from local development corporations that hold monthly public meetings. In San Francisco, the Citywide Affordable Housing Loan Committee, composed of representatives from several City departments, reviews Mayor's Office of Housing staff recommendations and sets final terms and conditions for commitment of funds prior to final approval by policy makers.

The loan committee provides a formal venue for the loan reviewers to share their perspective on the development's conformance to funding priorities and on the financial feasibility of the affordable housing project. It increases oversight and reduces potential subjectivity in the loan approval process. In our opinion, given the scarcity of housing resources, SHRA should establish a loan committee to ensure objectivity and adequate controls over awarding funds, and to avoid public perception of favoritism or abuse.

RECOMMENDATION

We recommend the SHRA:

6. Establish a Multifamily Lending Loan Committee to review proposed loans over a minimum threshold to be established by SHRA and make loan recommendations to the SHRA Commission.

SHRA's Role as the Local Reviewing Agency for the California Tax Credit Allocation Committee Presents a Potential Conflict

As the Local Reviewing Agency, SHRA makes recommendations on all TCAC applications submitted within the City and unincorporated County of Sacramento. This presents a potential conflict in two ways: (1) it gives SHRA's properties an advantage when it awards them additional gap financing or donated land to increase the point score, and (2) SHRA participates in the TCAC review process as an interested party. To avoid these potential conflicts, SHRA should ensure separation of duties by working with TCAC to identify another reviewer for SHRA's own projects.

Although SHRA management maintains that its recommendations do not guarantee awards, it acknowledged its influence over the process in a staff report to the City Council on April 6, 2005:

"The Multifamily Lending Program and Multifamily Mortgage Revenue Bond Program are the main programs that finance affordable housing in the City of Sacramento...The 9% Low Income Housing Tax Credit program is highly competitive...There are a variety of factors that make a project rank high. One of the key factors which cause a project to receive an allocation is leverage points. Leverage points can be obtained in several ways, one of which is based on the commitment of local subordinate financing. Agency financing allocated under the Multifamily Lending Program can make a project more competitive; therefore, the Agency has some control in the allocation of 9% LIHTC projects in the City/County of Sacramento."

However, as it repositions former public housing properties in order to expand financing opportunities to rehabilitate and preserve the units, SHRA places these properties in the same competitive pool for low-income housing tax credits as other affordable housing development projects in Sacramento, some of which SHRA is also financing. This practice differs from many other public agencies, in which the agency reviewing and recommending housing development projects to TCAC does not also manage or own housing projects.

An example of this perceived conflict recently occurred in 2014, when SHRA "strongly supported" the applications of two competing projects for 9 percent tax credits, one of which was a repositioned SHRA public housing development, Sutterview. Although Sutterview was poised to receive the credits, the applicant withdrew that project from the TCAC funding round in response to concerns that the other project (Curtis Park) had been designated by the City Council as its top priority project.

The perception of a potential conflict, as described above, occurs due to the lack of separation of duties. Separation of duties is a control that SHRA can use to prevent a conflict. In our opinion, to avoid this conflict and ensure proper separation, SHRA should consider working with TCAC to identify another agency to make recommendations to TCAC on Housing Authority projects. For example, in San Francisco, the Mayor's Office of Housing acts as the Local Reviewing Agency, and in the County of Santa Clara, the County Planning Department performs that task. The Community Development departments at both the City and the County of Sacramento could function as the Local Reviewing Agency for TCAC review of Sacramento housing authority projects in their respective jurisdictions.

RECOMMENDATION

We recommend the SHRA:

7. Work with TCAC to identify an external Local Reviewing Agency to make recommendations on Housing Authority projects.

Because the Agency is a Lender and Recipient of its Multifamily Financing, SHRA's Structure May Not be Appropriate

SHRA is one of only two agencies in the State of California that both provides housing finance and manages public housing. The consolidation of agencies and staff functions under the SHRA Joint Exercise of Powers Agreement was intended to create administrative and operational efficiencies. Our review found that most of the local governments that we reviewed administer housing finance activities (particularly the allocation of CDBG and HOME funds and recommendation to the State Treasurer for tax equity and mortgage revenue bond financing) and public housing is managed by a separate entity. The figure below shows the local agencies in our surveyed jurisdictions responsible for affordable housing financing.

Exhibit 6: Housing Finance in Surveyed Jurisdictions

City/County	Housing Finance Management
Charlotte	City Neighborhood Services
Denver	City Office of Economic Development
Fresno	City Housing Division
Los Angeles	City Office of Housing and Community Investment
Oakland	City Dept of Housing and Community Development
Portland	Portland Housing Bureau
San Diego	San Diego Housing Commission
San Francisco	Mayor's Office of Housing
Santa Clara	County Office of Housing and Community Development
Seattle	City Office of Housing

Source: Survey results

Aside from San Diego, none of the other jurisdictions we surveyed have combined public housing and housing finance activities under a single organization. The San Diego Housing Commission, though responsible for both functions, maintains a clear separation of duties. In 2007, when the San Diego Housing Commission converted all of its public housing properties to affordable agency-owned and operated units, those units did not compete for traditional agency multifamily lending programs, or competitive 9 percent tax credit allocations, against other local affordable housing developments. In our opinion, as SHRA implements the asset repositioning strategy and prioritizes the preservation of publicly subsidized housing in its multifamily lending strategy, there is a greater need for a clear separation of functions. As a lender and a recipient of multifamily loans that is competing for gap financing and competitive tax credits against other local affordable housing development projects, the risk of conflict resulting from the insufficient separation of duties seems high enough to warrant a reconsideration of the agency’s structure.

RECOMMENDATION

We recommend the City Council:

8. In collaboration with the County Board of Supervisors, review the appropriateness of SHRA’s structure and scope of activities, given the agency’s prioritization of publicly subsidized housing preservation in its multifamily lending strategy.

Finding 2: SHRA Could Improve Reporting on Affiliated Nonprofits' Financial Information to the City Council, and Better Segregate Staff Responsibilities from their Role on the Affiliated Nonprofits' Boards

The affiliated nonprofits are legally-separate nonprofit corporations established by SHRA to receive Low Income Housing Tax Credits (LIHTC) to develop affordable housing. The City Council has an interest in the affiliated nonprofits' financial stability because City funds were used to partially finance the nonprofit corporations' housing developments, and because these housing developments provide housing to low-income City residents. We found that:

- The City Council would benefit from a detailed discussion about the affiliated nonprofits' financial condition; and
- SHRA staff who sit on the board of an affiliated nonprofit do not recuse themselves from SHRA's funding decisions to fund the nonprofit's projects.

We recommend that the City Council request regular financial information from SHRA and that discussion of this information be calendared at the Council's Budget and Audit Committee. We also recommend that SHRA establish a written policy that any affiliated nonprofit board member who is an SHRA staff member may not participate in funding decisions in which his or her nonprofit is competing.

SHRA's Affiliated Nonprofits

SHRA established the Sacramento Housing Authority Repositioning Program, Inc. (SHARP) as a legally-separate nonprofit corporation. According to SHRA's General Counsel, the City of Sacramento Housing Authority and SHRA are not legally liable for SHARP's actions. According to a May 2014 memorandum from SHRA's General Counsel to the Sacramento City Attorney, SHARP "maintains its separate corporate identity by holding itself out as a separate and distinct entity when dealing with third parties.... By implementing these protections that maintain its separate corporate identity, courts should not deem it an alter ego of HACS [Housing Authority of the City of Sacramento] or SHRA, ... which could subject HACS and/or SHRA to liability for SHARP's actions".

In practice, SHARP is similar to the only other two nonprofits created by SHRA to redevelop housing within the City of Sacramento's jurisdiction – Shasta Hotel Corporation (Shasta, created in 1993) and Norwood Avenue Housing Corporation (Norwood, created in 1991). Shasta, Norwood and SHARP were created to obtain tax credit financing, which is not available to public agencies. Shasta, Norwood and SHARP are incorporated by the State of California as public benefit corporations, governed by a board of directors.

Shasta, Norwood, and SHARP serve as general partners and enter into limited partnerships with investors for specific housing developments. The table below shows the limited partnerships established by each affiliated nonprofit and the respective housing developments for which the Low Income Housing Tax Credits were awarded.

Exhibit 7: Low-Income Housing Units Developed by SHRA’s Nonprofit Corporations

Non-Profit Organization	Limited Partnership Responsible for Housing Development	Housing Development	Number of Housing Units
Shasta	Shasta Hotel Investors Partnership	Shasta Hotel	80
Norwood	Phoenix Park I LP and Phoenix Park II LP	Phoenix Park	360
SHARP	Washington Plaza Housing Associates LP	Washington Plaza	76
	Sierra Vista Housing Associates LP	Sierra Vista	78
	Sutterview Housing Associates LP	Sutterview Apartments	77
Total Housing Units			671

Source: Respective development and disposition agreements

While the City of Sacramento has no financial responsibility for Shasta, Norwood, and SHARP, the City has an interest in the financial stability of these nonprofit corporations because the affiliated nonprofit corporations’ housing developments are an essential source of housing for the City’s low-income residents. The City provided funding to the nonprofit corporations’ limited partnerships to redevelop affordable housing through Community Development Block Grant (CDBG), HOME, and other local grant funds, as shown in Appendix 1.

Like most affordable housing projects, Shasta, Norwood and SHARP have limited ability to increase operating revenues, which come largely from tenant rents. Over time, affordable housing project expenditures increase at a faster rate than revenues. Shasta Hotel Corporation, which operates the oldest of the housing developments¹, operates at a loss and requires annual operating subsidies from the successor to the Redevelopment Agency.² As shown in Exhibit 8 below, Shasta had negative net cash flow in 2011 and 2013. Shasta has no operating reserves.

¹ The Shasta Hotel was rehabilitated in 1994 to provide housing to very low income adults.

² The California Department of Finance approved an operating subsidy to the Shasta Hotel by the successor agency to the Redevelopment Agency from 2012 through June 30, 2013 as part of the semi-annual Recognized Obligation Payment Schedule (ROPS). The California Department of Finance denied the subsidy from July 2013 through December 2013 and the SHRA paid this subsidy from its own Housing Successor funds for the remainder of 2013 and in 2014.

Exhibit 8: Shasta Hotel Corporation's Cash Flow in 2011 through 2014

	Year Ending December 31:			
	2011	2012	2013	2014
Cash Flow				
Cash at beginning of year	\$58,769	\$37,573	\$78,393	\$31,045
Net cash from operating activities	(\$21,696)	\$186,273	(\$47,348)	\$79,908
Purchase fixed assets		(\$145,543)		
Cash at end of year	\$37,073	\$78,303	\$31,045	\$110,953

Source: Audited Financial Statements

Norwood operates the Phoenix Park I and Phoenix Park II housing projects, which opened in 2005. Between 2011 and 2014 Norwood's total cash and reserves declined from \$5.1 million to \$3.7 million due largely to principal payments of mortgages and bonds, payment of developer fees, and distributions to partners, as shown in Exhibit 9 below.

Exhibit 9: Norwood's Cash Flow in 2011 through 2014

	Year Ending December 31			
	2011	2012	2013	2014
Cash Flow				
Cash at beginning of year	\$1,567,228	\$2,041,692	\$1,688,567	\$1,942,045
Net cash from operating activities	\$1,077,883	\$710,342	\$325,933	\$763,324
Net reserve deposits (withdrawals less deposits)	(\$97,086)	\$98,933	\$1,030,055	\$14,732
Net mortgages, distributions, other	(\$506,333)	(\$1,162,400)	(\$1,102,510)	(\$980,465)
Cash at end of year	\$2,041,692	\$1,688,567	\$1,942,045	\$1,739,636
Cash and Reserves				
Cash	\$2,041,692	\$1,688,567	\$1,942,045	\$1,739,636
Other current assets	\$98,440	\$656,041	\$126,949	\$156,911
Reserves	\$2,942,405	\$2,843,472	\$1,813,417	\$1,798,685
Total	\$5,082,537	\$5,188,080	\$3,882,411	\$3,695,232

Source: Audited Financial Statements

The three SHARP projects were not under SHARP's ownership in 2014. Washington Plaza opened in April 2015 and the remaining two—Sutterview and Sierra Vista—are currently undergoing rehabilitation. According to SHRA staff, these projects differ from Shasta Hotel and Phoenix Park I and II in that Washington Plaza, Sutterview and Sierra Vista housing units are subsidized by HUD's housing choice voucher program, providing a more reliable stream of operating revenues.

The cash flow analyses for Washington Plaza, Sutterview, and Sierra Vista, presented to the City Council by SHRA as part of the financing approval process, show positive cash flow over 30 years, although the cash flow projections do not show full principal and interest payments on the loans carried by SHRA for the purchase of the Housing Authority properties. The three projects' cash flow analyses show declining net cash in the later years of the projects.³

The City Council Would Benefit from a Detailed Discussion about the Affiliated Nonprofits' Financial Condition

The City Council should monitor the financial condition of the SHRA-affiliated nonprofit corporations to ensure that the nonprofits' housing projects are a sustainable source of affordable housing for low-income City residents. If the affiliated nonprofits' are not able to generate sufficient income to replenish reserves and meet expenses, the City may need to consider alternatives, including providing operating subsidies to the projects.

Information on the affiliated nonprofits' financial condition is contained in SHRA's Comprehensive Annual Financial Report (CAFR). While SHRA submits the agency's CAFR to the City Council each year, the CAFR is calendared on the City Council's consent agenda rather than the discussion agenda. SHRA does not present nor do City Council members discuss the CAFR. Consequently, the Council members do not have the opportunity to discuss the financial condition of the housing projects developed and operated by the affiliated nonprofits, as presented in the CAFR. In our opinion, the City Council should calendar the CAFR for discussion at the Budget and Audit Committee, established by the City Council in 2015.

RECOMMENDATION

We recommend the City Council:

9. Calendar SHRA's CAFR for discussion at the Budget and Audit Committee.
10. Request that SHRA present detailed financial information on the nonprofit corporations during the annual CAFR presentation.

³ Washington Plaza's cash flow analysis shows positive cash flow over 30 years, but net cash begins to decline by year 30. Sutterview's cash flow analysis shows a decline in net cash by year 25 with minimal net cash (\$2304) in year 30. Sierra Vista's cash flow analysis shows a decline in net cash by year 25 with negative net cash in year 30.

SHRA Staff Who Sit on the Board of an Affiliated Nonprofit Do Not Recuse Themselves from SHRA's Decision Making Process to Fund the Nonprofit's Projects

SHARP does not have a policy that directly addresses conflicts that may arise from board members' work with SHRA. For example, one of SHARP's board members serves as a senior SHRA employee in the Housing and Community Development Department that oversees all of SHRA's affordable housing development lending activities, as well as the process for recommending local affordable housing projects to the California Tax Credit Allocation Committee (TCAC) for competitive tax credits. This SHRA employee acts as the primary point of entry for projects seeking federal, state or local funding administered by SHRA, and also participates in the selection process for awarding developers such funds. Because SHARP competes against other local developers for both tax credits and funds administered by SHRA, in our opinion, this dual role could create the appearance of a conflict of interest.

RECOMMENDATION

We recommend the SHRA:

11. Establish a written policy that any SHRA staff member who sits on the board of a nonprofit may not participate in funding awards for which that nonprofit is competing.

Finding 3: Construction Costs for SHRA-Funded Projects are Consistent with Other Low Income Housing Projects in California

Many factors can influence the cost of affordable multifamily construction, which often costs more per unit than market rate development. We found that SHRA has ensured reasonable construction costs for projects receiving agency funding. Specifically we found:

- Unit costs of multifamily projects funded by SHRA are consistent with other multifamily projects in California.

Developing housing with reasonable costs helps the agency meet its goals of increasing and preserving affordable rental housing for all income groups.

Factors Impacting Construction Costs for Affordable Development

In order to analyze SHRA development costs, as detailed in our initial scope of work, we conducted research to identify regional averages and understand factors impacting production prices.

The State’s four major housing agencies—the California Department of Housing and Community Development, the California Tax Credit Allocation Committee, the California Housing Finance Agency, and the California Debt Limit Allocation Committee—issued a report in 2014 on the factors influencing affordable housing building costs in California. The report, called the “2014 Affordable Housing Cost Study,” cites several factors that can increase the costs of building affordable multifamily projects:

- Number of bedrooms per unit
- Type of parking facilities
- Local design and review requirements
- Size of development company
- Building quality and durability

Because affordable housing development projects often serve vulnerable populations, they can require expensive amenities, such as accessibility and service delivery features. In addition, in an effort to reduce long-term maintenance costs, many affordable housing projects include more sustainable features that drive up construction costs.

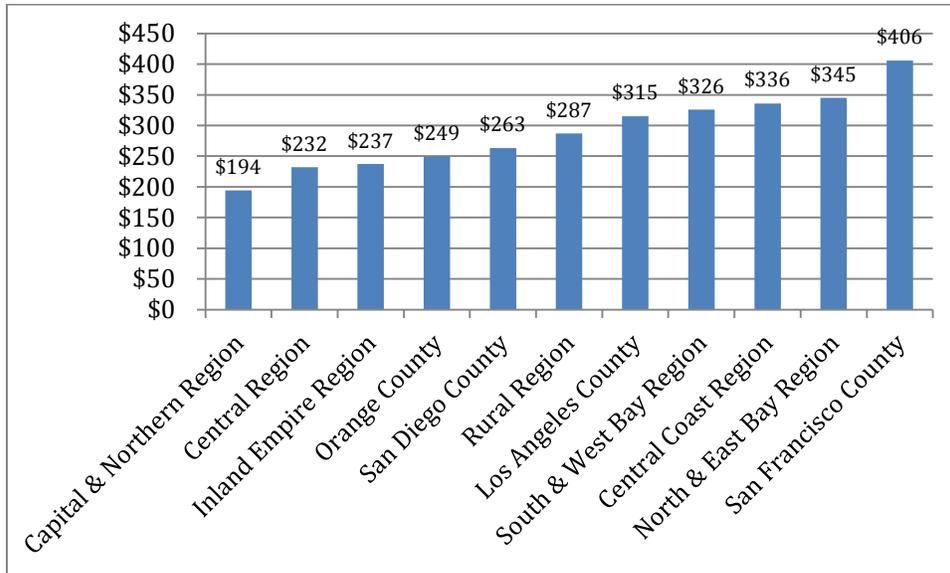
The 2014 Affordable Housing Cost Study found that projects receiving redevelopment funding were about 7 percent more expensive to complete relative to projects without local redevelopment funding. According to the report:

“While receipt of this type of funding would not, in and of itself, cause costs to rise, it is likely that receipt of this funding either (a) allowed developers to add project amenities or otherwise alter a project in ways that increased costs, (b) included its own set of locally-imposed requirements that added to costs, or (c) allowed developers to build projects with higher costs for relocation, demolition, site preparation or environmental mitigation.”

Statewide Average Per Unit Construction Costs

According to the report, the statewide average unit cost is \$288,000, while the average cost in Capital and Northern Region is \$194,000. The Capital and Northern Region includes the counties of Butte, El Dorado, Placer, Sacramento, Shasta, Sutter, Yolo and Yuba. However, the city of Sacramento represents the only major urban area in this region. Regional variances are shown below.

Exhibit 10: Average Unit Cost of Affordable Housing, by Tax Credit Allocation Committee Region (Amounts shown in thousands)



Source: 2014 Affordable Housing Cost Study Report

Unit Costs of Multifamily Projects Funded by SHRA are Consistent with Other Multifamily Projects in California

To understand how SHRA-funded projects compare to these regional and statewide averages, we reviewed the development costs for 11 affordable housing projects that received SHRA funds between 2012 and 2015. The cost of development per unit varied by project from \$105,166 to \$320,948; extensive rehabilitation of existing units and construction of new units resulted in higher costs than more limited rehabilitation of existing units. The results of that analysis are shown below.

Exhibit 11: Summary of Unit Costs for SHRA-Funded Projects, 2012-2014

Project	Total Costs	Units	Cost per Unit	Project Year	Project Type
Sierra Vista	\$25,033,952	78	\$320,948	2015	Redevelopment of existing housing
7th and H Street	\$47,266,330	150	\$315,109	2012	Construction of new housing
Sutterview	\$23,938,123	77	\$310,885	2015	Redevelopment of existing housing
La Valentina	\$24,593,400	81	\$303,622	2012	Construction of new housing
Washington Plaza	\$22,955,241	76	\$302,043	2014	Redevelopment of existing housing
Curtis Park	\$27,067,667	91	\$297,447	2014	Inclusionary housing
700K	\$37,748,616	137	\$275,537	2014	Redevelopment of existing and construction of new housing
Glen Ellen	\$6,076,797	35	\$173,623	2013	Redevelopment of existing housing
Woodhaven	\$10,937,265	104	\$105,166	2014	Redevelopment of existing housing
Average Costs			\$267,153		

Source: SHRA project pro formas and financing plans presented to TCAC

The average unit cost for these projects is \$267,153—less than the statewide average of \$288,000 estimated in the 2014 Affordable Housing Cost Study. While the more extensive projects have higher per unit costs (ranging from \$302,043 for redevelopment of Washington Plaza to \$320,948 for redevelopment of Sierra Vista), these per unit costs are equal to or less than construction costs for other urban areas in California shown in Exhibit 10 above.

While this average unit cost exceeds the regional average cost cited in the study for the Capital and Northern Region, we believe that the City of Sacramento shares development characteristics (such as land and labor costs) in common with more urban areas of the state, and therefore the statewide average is the most appropriate measure of comparison.

RECOMMENDATION

We recommend the SHRA:

12. Continue to ensure that construction costs remain reasonable and consistent with the statewide average.

Finding 4: SHRA Should Consider Adopting Reporting and Budgeting Practices Similar to Those of City Departments

Although SHRA is not a City department, it provides services to City residents, is governed partly by the City Council¹, and manages funds on behalf of the City. Given the integral role of SHRA in implementing housing policies in the City, and its essential role in the City's 10 Year Plan to End Homelessness² and the Mayor's 2015 Downtown Housing Initiative, the agency should adhere to reporting and budgeting practices consistent with those of the City.

Our audit found that:

- The City Council would benefit from midyear budget reporting by SHRA; and
- The City Council would benefit from clarifying when SHRA legislative items should be on the discussion agenda.

We recommend that the City Council request the SHRA Executive Director to provide midyear budget reports in a similar format as provided by the City's Finance Department for City departments and consider requesting the SHRA Executive Director to draft and submit for approval a policy to provide guidance to City and SHRA management on how to determine whether a SHRA item should be on the Council's consent agenda or discussion agenda.

The City Council Would Benefit from Midyear Budget Reporting by SHRA

SHRA does not submit budget updates during the fiscal year to the City Council, which is different than the City's practice. Midyear budget updates would allow the City Council to better track how SHRA's actual revenues and expenditures compare to budgeted revenues and expenditures.

For example, in early February (about seven months into the City's fiscal year) the City Manager and Finance Director provide analysis to the City Council on the status of the City's budget. This analysis includes a breakdown by the department of the original approved budget, any changes since the budget was approved, and recommendations necessary to implement the City's financial plan for the remainder of the fiscal year. However, there is no comparable report provided to the City Council for the SHRA budget midway through its fiscal year (January 1 through December 31). Instead, the City Council is only officially apprised of SHRA's budget during the annual budget approval process and on specific line items as budget amendments are brought forward for approval.

¹ SHRA has three governing bodies including the City Council, the County Board of Supervisors, and a Commission.

² In addition, SHRA has been identified as the lead agency responsible for the implementation of three of the seven housing strategies identified in the City's Housing Element, the primary planning document addressing housing issues.

The Government Finance Officers Association (GFOA) states in its guidebook entitled *Recommended Budget Practices - A Framework for Improved State and Local Government Budgeting*:

“Regular monitoring of budgetary performance provides an early warning of potential problems and gives decision makers time to consider actions that may be needed if major deviations in budget-to-actuals become evident.”

The GFOA further states that regular monitoring is “an essential input in demonstrating accountability” and recommends that local government officials monitor, measure and evaluate budgetary performance on a regular basis. Further, the GFOA states that “it is essential that reports are prepared on a routine, widely-publicized basis” and that “in addition to monitoring budget-to-actual results, reasons for deviations should be evaluated.”

Although SHRA operates with significant autonomy, its goals and activities have been incorporated into major Sacramento planning documents including the 10 Year Plan to End Homelessness, the City Housing Element, and the Mayor’s Budget Priorities for FY 2015-16. The lack of midyear budget reports to the City Council raises the risk of significant deviations occurring from the approved budget without proper context for council members to evaluate or approve such changes. In addition, we found that other agencies we surveyed, such as the San Diego County Department of Housing and Community Development, the San Francisco Housing Authority, and the Santa Clara County Housing Authority all provide their governing boards with budget updates at least quarterly throughout the year.

RECOMMENDATION

We recommend the City Council:

13. Consider requesting the SHRA Executive Director provide midyear budget reports in a similar format as provided by the City’s Finance Department for City departments. Council should also consider requesting end-of-year reports from SHRA on project funding, status, and remaining fund availability for all multifamily developments.

The City Council Would Benefit from Clarifying When SHRA Legislative Items Should be on the Discussion Agenda

Legislative bodies typically use a consent calendar, or consent agenda, during meetings to swiftly pass several noncontroversial items with a single motion or single vote without discussion or debate. The consent agenda can be a useful tool for managing meetings efficiently, but it also carries the risk of being used by individuals who desire complicated and/or problematic items or important policy matters to be passed by a legislative body without open debate and deliberation.

Legislative bodies often create committees to allow further review and deliberation on specific policy areas prior to consideration by the full legislative body. The City Council established a Budget and Audit Committee in 2015 to focus on City Auditor updates and

reports and major budgetary matters. The Budget and Audit Committee may be a helpful venue for council members to perform a more detailed review of significant SHRA items, such as new housing developments and SHRA annual reports such as its Comprehensive Annual Financial Report (CAFR).

Generally, City department representatives may suggest certain items for the consent calendar, but the City Manager, in consultation with the City Clerk and City Attorney, has discretion to move items to a discussion item based on his or her assessment of councilmembers' sentiment.

In 2013 and 2014, several SHRA items were calendared on the consent agenda that had fiscal or policy impact. While State law does not specify whether an item should be calendared on consent or discussion agenda, in our opinion, policymakers should discuss their decisions on significant financial or policy items during the public hearing. A review of 79 SHRA items that went before the City Council in 2013 and 2014 found that 38 items, or 48 percent of all SHRA items, were adopted on consent. Although most SHRA items in our sample were adopted after public discussion, some items that were calendared on the consent agenda and adopted without public discussion were significant financial or policy items that the public has an interest in having the opportunity to hear and understand. Among the SHRA items that were passed with a consent vote were the SHRA Comprehensive Annual Financial Reports (CAFRs) and annual reporting on the Housing Trust Fund and the City's residential hotels. In addition, as previously mentioned in Finding 1 of this report, SHRA's Multifamily Lending and Mortgage Revenue Bond Policies were adopted by the City Council in March 2009 on consent.

In our opinion, given the financial and policy impact of some SHRA-related legislative actions considered by the City Council on the development of affordable housing for City residents, the Council would benefit from calendaring SHRA items with policy or financial impact such as the CAFR, lending policies, and annual reporting on the management of City funds on the Council's discussion agenda.

RECOMMENDATION

We recommend the SHRA:

14. Request calendaring of all items with policy or financial impact, including, but not limited to: the CAFR; lending policies; and, annual reporting of City funds, such as the Housing Trust Fund and the City's residential hotels, for discussion by the full City Council or the Budget and Audit Committee.

Appendix 1: Developer and Local Government Financing
Non-Profit Projects

	SHARP			Norwood	
	Washington Plaza	Sierra Vista	Suterview	Phoenix Park I	Phoenix Park II
Developer Financing					
Tax Credit Equity	\$7,865,105	\$8,653,429	\$11,263,788	\$26,027,000	\$11,177,000
Other Equity	79,350	94,875	237,449		
Tax-Exempt Loan	3,531,000	3,626,000	3,405,000	9,115,000	10,210,000
Multifamily Housing Program					9,100,000
Affordable Housing Program	750,000			1,000,000	
California Housing Finance Agency				1,435,410	1,064,590
Operating Income/ Cash Flow	444,844	446,631	426,102	1,034,782	966,661
Deferred Developer Fee				1,097,358	1,537,500
Rebated Performance Fee				103,328	107,100
Subtotal, Developer Financing	\$12,670,299	\$12,820,935	\$15,332,339	\$39,812,878	\$34,162,851
Percent of Total Financing	59%	58%	69%	87%	88%
Local Public Financing					
Seller Carryback Loan	\$5,458,000	\$6,400,000	\$6,350,000		
Ground Lease	392,000	392,000	383,000		
Predevelopment Loan				1,312,685	
Other SHRA Loan				4,062,867	4,585,133
HOME/CDBG/ Other Grants	3,120,000	2,400,000		340,830	
Subtotal, Local Public Financing	\$8,970,000	\$9,192,000	\$6,733,000	\$5,716,382	\$4,585,133
Percent of Total Financing	41%	42%	31%	13%	12%
Total	\$21,640,300	\$22,012,936	\$22,065,340	\$45,529,261	38,747,985

Source: California Debt Limit Allocation Committee and SHRA Staff Reports

Survey Question	Atlanta, GA	Charlotte, NC	Denver, CO	Fresno, CA	Los Angeles, CA	Oakland, CA	Portland, OR	San Diego, CA	San Francisco, CA	Santa Clara, CA	Seattle, WA
Combined City and County Agency	No	No	Yes	Yes	No	No	No	Yes	Yes	Yes	No
Population (2013)	447,841	792,862	649,495	509,924	3,884,307	406,253	609,456	1,350,000	837,442	1,860,000	652,405
Number of Public Housing Units	1,953	3,238	3,900	1,770	6,971	1,606	2,060	1,366	6,054	2,100	6,200
Does your agency have affiliated non-profit entities?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Do agency staff sit on the nonprofit boards?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Do the nonprofits develop housing?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Does your agency grant loans to affiliated non-profit entities?	No	No	No	No	No	No	No	No	No	No	No
How does your agency solicit interest/bids/participation in development opportunities?	RFP	RFP	NOFA	NOFA	NOFA	NOFA	RFP	NOFA	NOFA	RFP	NOFA
Who determines the award of project applications in a competitive situation?	Independent Review Panel	Independent Review Panel	Independent Review Panel	Independent Review Panel	Independent Review Panel	Independent Review Panel	Independent Review Panel	Independent Review Panel	Independent Review Panel	Independent Review Panel	Independent Review Panel
Does your agency serve as the "Local Agency" for the State tax credit approval?	No	n/a	No	No	No	No	No	Yes	No	No	No
Does your agency administer HOME and/or CDBG funds?	No	No	No	No	No	No	No	No	No	No	No
If "No", what agency does?	City Office of Housing	City Neighborhood Services	City Office of Economic Development	City Housing Division	City Office of Housing and Community Investment	City Office of Housing and Community Development	City Housing Bureau	Department of Housing and Community Development	Mayor's Office of Housing	County Office of Housing and Community Development	City Office of Housing

Survey results were compiled based on interviews with agency employees and information from annual reports and Comprehensive Annual Financial Reports.



INVESTING IN COMMUNITIES

MEMO TO: Jorge Oseguera, City Auditor

FROM: La Shelle Dozier, Executive Director

DATE: September 28, 2015

SUBJECT: Amended Response to the audit of the Sacramento Housing and Redevelopment Agency

Attached is an Amended Response to the Sacramento Housing and Redevelopment Agency Audit. Response to recommendation #8, states that the agency is a finalist for the \$30 Million Choice Neighborhood Implementation Grant (2015). As of, September 28, 2015, the City OF Sacramento and Sacramento Housing and Redevelopment Agency were awarded the \$30 Million Choice Neighborhood Implementation Grant.

Sacramento Housing and Redevelopment Agency Amended response to:

City of Sacramento's Office of the City Auditor, Audit of the Sacramento Housing and Redevelopment Agency. Report # - 2015-07 September 2015

Finding 1: SHRA's Funding Practices and Project Selection Should Be More Transparent

Recommendation 1: Ensure that all affordable housing funds are announced through an annual public notice, such as a Notice of Funding Availability or a Request for Proposals.

Agency Response: Agreed. As part of the 2016 Action Plan and 2016 Budget, SHRA will publish a schedule of dates (five annually) to accept Multifamily Lending and Mortgage Revenue Bond applications. The dates correspond to the CDLAC and TCAC application deadlines. The schedule will include the anticipated funding available for the coming year and be posted on the Sacramento Housing and Redevelopment Agency (Agency) website.

Recommendation 2: Request calendaring of Multifamily Lending priorities for discussion by the City Council prior to any changes.

Agency Response: Agreed. In 2009, the City Council approved the current Multifamily Lending and Mortgage Revenue Bond Policies (Policies). Changes to the Policies require City Council approval. Staff will discuss proposed revisions to the Policies as part of the annual Housing Trust Fund and Mixed Income Housing Ordinance report to the City Council. The process will include extensive outreach by staff to the public, development community and the Agency Commission.

Recommendation 3: Clarify in its Multifamily lending Policies how projects meeting the same priority status will be evaluated for funding selection.

Agency Response: Agreed. The Agency will discuss the Multifamily Lending and Mortgage Revenue Bond Policies, including the priority status of projects, as part of the annual Housing Trust Fund and Mixed Income Housing Ordinance report to the City Council. The process will include extensive outreach by staff to the public, development community and the Agency Commission.

Recommendation 4: Publish project selection criteria as part of the annual public noticing process, and consider assigning a point system to evaluate competing projects.

Agency Response: Agreed. While current Policies provide for funding priorities, staff anticipates discussing the Multifamily Lending and Mortgage Revenue Bond Policies as part of the annual Housing Trust Fund and Mixed Income Housing Ordinance report to the City Council. The process will include extensive outreach by staff to the public, development community and the Agency Commission.

However, it should be noted that contrary to statements made immediately preceding Audit Recommendations 2-4, the Agency's project selection process is consistent with federal guidelines. In addition, while HUD's "Playing by the Rules" does not apply to Multifamily lending, the Agency complies with all aspects of the handbook when implementing Community Development Block Grant projects.

Sacramento Housing and Redevelopment Agency Amended response to:

City of Sacramento's Office of the City Auditor, Audit of the Sacramento Housing and Redevelopment Agency. Report # - 2015-07 September 2015

Recommendation 5: Request the SHRA Executive Director to provide more detail in the annual budget presentation.

Agency Response: **Agreed, in accordance with direction provided by the Mayor and City Council.**

Recommendation 6: Establish a Multifamily Lending Loan Committee to review proposed loans over a minimum threshold to be established by SHRA and make loan recommendations to the SHRA Commission.

Agency Response: **Disagree. The Sacramento Housing and Redevelopment Commission (SHRC) serves as SHRA's Loan Committee. The capacity and expertise exists at the Agency to analyze and make recommendations on all aspects of multifamily new construction and rehabilitation, including but not limited to: underwriting, subsidy layering, construction management, real estate, property management, resident services, portfolio management, relocation, environmental review, procurement, legal services, and financing.**

SHRC reviews all proposed multifamily loans two to three weeks prior to the City Council hearing. Adding a third reviewing body will not only add another layer of bureaucracy, but also extend the existing six month approval process and increase costs to affordable housing developers.

Recommendation 7: Work with TCAC to identify an external Local Reviewing Agency to make recommendations on Housing Authority projects.

Agency Response: **Agreed. The Agency will meet directly with TCAC to discuss the current reviewing procedures and concerns regarding Housing Authority projects and report back to the governing boards.**

Recommendation 8: In collaboration with the County Board of Supervisors, review the appropriateness of SHRA's structure and scope of activities, given the agency's prioritization of public housing preservation in its multifamily lending strategy.

Agency Response: **Disagree. The audit firm spent the past seven months conducting an extensive review of the operations of the Agency. During that time SHRA provided the auditors with over two thousand documents and staff participated in numerous interviews. Additionally, the auditors interviewed elected officials, stakeholders, developers and the SHRC.**

Yet, there is not sufficient evidence presented in the audit report to warrant any further review of SHRA's structure and scope of activities. With the exception of only two recommendations, the Agency has agreed to all the others presented in this report.

Sacramento Housing and Redevelopment Agency Amended response to:

City of Sacramento's Office of the City Auditor, Audit of the Sacramento Housing and Redevelopment Agency. Report # - 2015-07 September 2015

Structure of SHRA

As a Joint Powers Agency, SHRA was created to access common staff to efficiently carry out housing and redevelopment functions within the City and County of Sacramento.

Beginning in 1981, the City and County created a task force to study and recommend organizational alternatives for what became the Sacramento Housing and Redevelopment Agency. Several proposals were considered and debated by the task force, the City Council, and Board of Supervisors. The preferred elements from these proposals were agreed to and combined creating the Joint Powers Agency in 1982.

Since its creation, this organization has been reviewed by the City and this model proved to be both economic and efficient. SHRA remains an organization with regional focus, integrated housing, and community development functions. SHRA is recognized by HUD, and others, as an innovative, successful model. This has been demonstrated by the recent awards of a Regional Sustainable Communities Initiatives Challenge Grant (2011), the pilot multi-jurisdictional Consolidated Plan (2012), High Performer status for the City and County Housing Authorities (2014), and Promise Zone designation (2015), and a recipient of a \$30 million Choice Neighborhood Implantation Grant (2015).

The economic and efficiency benefits go beyond streamlining government personnel and administration. The scope of activities under SHRA is appreciated and supported by members of the banking, development, and affordable housing industries.

Agency Priorities

The governing boards, not the Agency, set the prioritization of multifamily lending through the Multifamily Lending and Mortgage Revenue Bond Policies and the approval of individual projects. The Policies do not prioritize public housing preservation.

Survey Comparison with SHRA

The audit firm uses San Diego as a comparison jurisdiction to SHRA. The report highlights the fact that San Diego did not use traditional multifamily lending programs for conversion of its public housing stock. San Diego is a unique example. HUD approved San Diego's strategy to eliminate its entire public housing portfolio in exchange for vouchers. San Diego was then able to leverage that portfolio for more than \$95 million, therefore making it totally unnecessary for San Diego to "...compete for traditional agency multifamily lending programs."

Sacramento Housing and Redevelopment Agency Amended response to:

City of Sacramento’s Office of the City Auditor, Audit of the Sacramento Housing and Redevelopment Agency. Report # - 2015-07 September 2015

Finding 2: SHRA Could Improve Reporting on Affiliated Nonprofits Financial Information to the City Council, and Better Segregate Staff Responsibilities from their Role on the Affiliated Nonprofits Boards

Recommendation 9: Calendar SHRA’s CAFR for discussion at the Budget and Audit Committee.

Agency Response: **Agreed.**

Recommendation 10: Request that SHRA present detailed financial information on the nonprofit corporations during the annual CAFR presentation.

Agency Response: **Agreed. Presentation of such information must be provided by the legally separate corporations and their respective auditors. The Agency can forward detailed information regarding the nonprofit corporations during the annual CAFR presentation.**

Recommendation 11: Establish a written policy that any SHRA staff member who sits on the board of a nonprofit may not participate in funding awards for which that nonprofit is competing.

Agency Response: **Agreed. The Agency will adopt a written policy that any SHRA staff member who sits on the board of a nonprofit may not participate in funding awards for which that nonprofit is competing.**

Finding 3: Construction Costs for SHRA-Funded projects are Consistent with other Low Income Housing Projects in California

Recommendation 12: Continue to ensure that construction costs remain reasonable and consistent with the statewide average.

Agency Response: **Agreed.**

Finding 4: SHRA Should Consider Adopting Reporting and Budgeting Practices Similar to those of City Departments

Recommendation 13: Consider requesting the SHRA Executive Director provide midyear budget reports in a similar format as provided by the City’s Finance Department for City Departments. Council should also consider requesting end-of-year reports from SHRA on project funding, status, and remaining fund availability for all multifamily developments.

Agency Response: **Agreed.**

Sacramento Housing and Redevelopment Agency Amended response to:

City of Sacramento's Office of the City Auditor, Audit of the Sacramento Housing and Redevelopment Agency. Report # - 2015-07 September 2015

Recommendation 14: Request calendaring of all items with policy or financial impact, including, but not limited to: the CAFR; lending policies; and, annual reporting of City funds, such as the Housing Trust Fund and the City's residential hotels, for discussion by the full City Council or the Budget and Audit Committee.

Agency Response: **Agreed. The Agency will continue to follow the City's staff report process.**

Multifamily Loans and Mortgage Revenue Bonds are presented to City Council twice for approval. A public hearing is held at loan commitment (State law requires Tax Equity and Fiscal Responsibility be publically notice whenever Mortgage Revenue Bonds are issued and HUD requires public hearing when HOME and CDBG funds are allocated). Several months after the loan commitment, the final loan and Mortgage Revenue Bond documents are placed on the City Council's consent calendar.

Changes to the Multifamily Lending and Mortgage Revenue Bonds Policies require City Council approval. In addition, annual reporting on the City Housing Ordinances such as the Housing Trust Funds and Residential Hotels are also presented to the City Council.

Meeting Date: 11/3/2015

Report Type: Staff/Discussion

Report ID: 2015-00898



Title: Workshop: Department of Utilities Water, Wastewater, and Storm Drainage

Location: Citywide

Recommendation: Receive and file.

Contact: Bill Busath, Director of Utilities, (916) 808-1434; Susan Goodison, Business Services Manager, (916) 808-8995, Department of Utilities

Presenter: John F. Shirey, City Manager, (916) 808-7213, Office of the City Manager
Bill Busath, Director of Utilities, (916) 808-1434, Department of Utilities

Department: Department Of Utilities

Division: Office of the Director

Dept ID: 14001611

Attachments:

1-Description/Analysis

2-Background

City Attorney Review

Approved as to Form

Joe Robinson

10/7/2015 2:44:17 PM

Approvals/Acknowledgements

Department Director or Designee: Bill Busath - 10/6/2015 2:37:13 PM

Description/Analysis

Issue Detail: Department of Utilities (DOU) staff is presenting an overview of the water, wastewater and storm drainage systems, their challenges, and proposed capital investment programs. Information will also be presented on rate adjustment alternatives to support these proposed programs.

Policy Considerations: This workshop is informational only.

Economic Impacts: None.

Environmental Considerations: None.

Sustainability: None.

Commission/Committee Action: The City Council formed a Utilities Rate Advisory Commission (URAC) in 2008 to provide recommendations to the Mayor and City Council on the City's utility service rates. DOU presented the overview of the water, wastewater and storm drainage systems, their challenges, and proposed capital investment programs to the URAC on September 9 and 23, 2015.

Rationale for Recommendation: Not Applicable.

Financial Considerations: None.

Local Business Enterprise (LBE): Not applicable.

BACKGROUND

Water System Overview

The Department of Utilities (DOU) manages the City's municipal water supply system, which is valued at over \$3.5 billion. Water system management includes retailing water to customers within the City limits and wholesaling water to six agencies. The City's water system includes two water treatment plants, many storage reservoirs and groundwater wells and approximately 1,700 miles of pipelines. Due to the extraordinary drought, the City is accelerating its water meter transition program by four years and will complete it by the end of 2020 instead of the state's mandated deadline of January 2025. Accelerating the water meter installation program will improve water conservation and ensure a more fair and equitable billing system for all city residents.

The City's water infrastructure is aging and requires significant investment to maintain, rehabilitate and address ever increasing regulatory requirements. Some of the key challenges facing the City's water system include:

- Replacing and rehabilitating water treatment facilities and pipelines prior to failure;
- Completing the installation of water meters by December 2020;
- Meeting all water quality regulatory requirements;
- Updating computer systems to operate and manage facilities effectively and efficiently; and
- Constructing security systems to protect water facilities.

To meet these challenges, DOU is developing a four-year water capital investment plan that includes:

- Rehabilitating and replacing 8.5 miles of pipelines and rehabilitating water treatment plants and reservoirs;
- An accelerated Water Meter Program that will install 41,000 water meters and replace 76 miles of aged water pipelines located in backyards;
- Improvements to the City's generators and water quality laboratory to comply with regulatory mandates;
- An Information Technology Program that upgrades the City's utility billing system, upgrades DOU's computer maintenance management systems, and implements new systems to manage capital projects planning and design; and
- Program support for new security systems, operations and maintenance and CIP contingency planning.

Wastewater System Overview

DOU manages more than two-thirds of the City's wastewater system, which is valued at over \$2.3 billion. The Sacramento Area Sewer District manages the remaining one-third of the system. The City's wastewater system includes treatment and storage facilities, pumping plants, underground storage facilities, pump stations and more than 800 miles of pipelines.

The City's wastewater system, like its water system, is aging and requires significant investment to maintain, rehabilitate and meet regulatory mandates. Rehabilitation and replacement of the City's combined sewer system is necessary to ensure the community's wastewater pipes and facilities are safe and reliable. Some key wastewater system challenges include:

- Meeting regulatory requirements to minimize sanitary sewer outflows and prevent sewage discharges into local creeks and rivers;
- Replacing and rehabilitating treatment facilities and pipelines prior to failure;
- Updating computer systems to operate and manage facilities effectively and efficiently; and
- Constructing security systems to protect wastewater facilities.

To meet the challenges, DOU is developing a four-year wastewater capital investment plan that includes:

- Rehabilitating and replacing 4.2 miles of aged pipelines and rehabilitating 10 pump stations;
- Constructing improvements to storage facilities and replacing undersized pipelines to comply with regulatory mandates;
- An Information Technology Program that upgrades the City's utility billing system, upgrades DOU's computer maintenance management systems, and implements new systems to manage capital projects planning and design; and
- Program support for new security systems, operations and maintenance and CIP contingency planning.

Storm Drainage System Overview

DOU manages the City's storm drainage system within the City limits, which is valued at over \$3.1 billion. The drainage system collects urban and storm runoff and pumps the water into local creeks, channels and rivers. The drainage system includes 135

drainage basins, 104 pump stations, 842 miles of pipelines, 62 water quality and flood control basins, and 429 miles of creeks, channels and ditches. The City's combined wastewater system also collects storm drainage runoff that is conveyed to and treated at the Sacramento Regional Wastewater Treatment Plant prior to discharging to the Sacramento River.

The drainage infrastructure is aging and undersized and requires significant investment to upgrade, maintain, rehabilitate and meet regulatory requirements. Rehabilitation and replacement of the City's storm drainage system are necessary to ensure the reliability of the system and the safety of the city residents. Under Proposition 218, rate adjustments for this service require voter approval. Storm drainage rates have not been adjusted since 1996. Some of the key challenges facing the drainage system include:

- Master planning the remaining 82 of the City's 135 drainage basins;
- Constructing system improvements to pipelines, pump stations and detention facilities to comply with City Council mandated 10 and 100-year flood protection levels of service;
- Replacing and rehabilitating pump stations, channels and pipelines prior to failure;
- Meeting regulatory requirements to minimize the discharge of pollutants into local creeks and rivers;
- Updating computer systems to operate and manage facilities effectively and efficiently; and
- Constructing security systems to protect drainage facilities.

To meet the challenges, DOU is developing a four-year drainage capital investment plan that includes:

- Rehabilitating and replacing 1.4 miles of aged pipelines and rehabilitating 11 pump stations;
- Constructing improvements to storage facilities and replace undersized pipelines to meet levels of service and regulatory requirements;
- An Information Technology Program that upgrades the City's utility billing system, upgrades DOU's computer maintenance management systems, and implements new systems to manage capital projects planning and design; and
- Program support for new security systems, operations and maintenance and CIP contingency planning.

Next Steps

Over the next few weeks, DOU will work with the City Council, URAC, Water Ad-Hoc Committee, Independent Budget Analyst, Budget and Audit Committee, and community stakeholders to finalize rate proposals for the water, wastewater, and storm drainage programs. In addition, DOU will conduct a robust community and stakeholder engagement program to inform stakeholders about the water, wastewater, and storm drainage systems, their associated challenges, and necessary investments to meet those challenges.



Development Engineering
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Sacramento, CA 95811

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Fax: 916-808-1984

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CITY OF SACRAMENTO
CALIFORNIA

MEMORANDUM

DATE: November 3, 2015
TO: Shirley Concolino, City Clerk
FROM: Jon M. Blank, Supervising Engineer, City Manager's Designee

SUBJECT: Notification of "Final Map Approval" in City Council Agenda

In accordance with Section 16.28.110 of the Sacramento City Code, this notice is from the City Manager's designee pending decision for the following Final Map:

Subdivision Name: Natomas Park Subdivision
Project No.: P14-027
Location: Southwest Corner of Club Center Drive and Danbrook Drive intersection

Council District: 1
Community Plan: North Natomas Community Plan
Developer: Natomas Retail Center, LLC, a California limited liability company
No. of Lots: 5
Type: Commercial
Proposed Decision: Approve
Contact Person: Jerry Lovato, Senior Engineering Technician, Phone: 808-7918

This notice is to be included in the City Council Agenda for November 3, 2015