



AGENDA

August 18, 2021

CITY COUNCIL
6:00 p.m.
Council Chambers
311 Vernon Street
Roseville, California
www.roseville.ca.us/CORTV

The meeting may be viewed on Comcast channel 14, Consolidated Communications channel 73, and AT&T U-Verse. City Council meetings are also video streamed live and are available on the City's website and YouTube channel.

Members of the public may offer public comment by phone:

Dial in Phone Number: 916-774-5353

If you need disability-related modification or accommodation to participate in this meeting, please contact: Voice: 916-774-5200, TDD: 916-774-5220. Requests must be made as early as possible.

THE CITY OF ROSEVILLE WELCOMES YOUR PARTICIPATION

If an agenda item is open to public comment, such public comment shall be addressed to the chair of the meeting.

Public Comment - Speakers have three minutes under Public Comment to speak on issues that are not listed on the agenda and are within the City's jurisdiction. The Brown Act does not permit any action or discussion on items not listed on the agenda.

Consent Calendar - If applicable, the Consent Calendar consists of routine items that may be approved by one motion. Any person can remove an item from the Consent Calendar to be discussed separately.

Agenda Items - Speakers have five minutes to address items that are listed on the agenda.

Americans with Disabilities Act - Notify the City Clerk or Secretary at least 72 hours in advance if special assistance is required to participate in a meeting including the need of auxiliary aids or services.

Audio/Visual Presentations - If making a presentation regarding an agenda item, audio/visual

materials must be submitted to the City Clerk or Secretary at least 72 hours in advance.

Security procedures are in place to attend Roseville City Council meetings. All attendees must successfully pass through a security metal detector. Any person with a prohibited item will not be allowed entry. Prohibited items include, but are not limited to: firearms (even with valid CCW), knives, pepper spray/mace, explosives of any kind/ any weapons and/or dangerous devices of any kind, illegal drugs and alcohol.

Roseville City Clerk 311 Vernon Street, Roseville, CA 916-774-5200 TDD 916-774-5220

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **PLEDGE OF ALLEGIANCE**
4. **MEETING PROCEDURES**
5. **PUBLIC COMMENTS**
6. **CONSENT CALENDAR**

BEGINNING OF CONSENT CALENDAR

Bids / Purchases / Services

6.1. Martha Riley Library Boiler Replacement Project (RFQ 10-3297) - Contract Purchase Agreement & Budget Adjustment

Memo from Administrative Technician Tisha Chinn and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 21-374 APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND MESA ENERGY SYSTEMS, INC. DBA EMCOR SERVICES MESA ENERGY, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3001206); and adopt ORDINANCE NO. 6388 OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2021-22 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests Council approval of a Contract Purchase Agreement with Mesa Energy Systems Inc. dba EMCOR Services Mesa Energy to complete the materials and labor needed to replace the boilers at the Martha Riley Library. The cost of the agreement is \$145,692 and authorized change orders on an as-needed basis up to 10% or \$14,569.20, as a construction contingency, would bring the total contract amount to \$160,261.20 if needed. Partial funding is included in the FY2020-21 Capital Improvement Project Fund Martha Riley Library Building Controls and Boiler Replacement budget. In FY2020-21 \$220,000 was budgeted for the building controls and boiler replacement for Martha Riley Library. After the control system work and mechanical engineering services were completed, the balance remaining in the project budget is not sufficient to cover the boiler replacement cost which is critical to the building's HVAC infrastructure. To cover the boiler replacement cost and construction contingency increase, staff recommends that Council approve a budget adjustment in the amount of \$11,133 split equally between the Electric, Water, Wastewater, and Waste Services funds. Staff is also seeking \$76,867 from the General Fund

Contingency budget to completely cover the project funding deficit. The budget adjustments will increase the total project spending authority by \$88,000, bringing the amended project budget to \$308,000.

CC #: 1668

File #: 0203-09 & 0201-01

CONTACT: Tisha Chinn 916-774-5702 tchinn@roseville.ca.us

6.2. 116 S. Grant Street Tenant Improvements (RFQ 10-3306) - Contract Purchase Agreement and Budget Adjustment

Memo from Senior Buyer Joanna Oukrop and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 21-378 APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND CNW CONSTRUCTION, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3001481); and adopt ORDINANCE NO. 6390 OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2021-22 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests Council approve a contract purchase agreement with CNW Construction, Inc. as the lowest responsive and responsible bidder for RFQ 10-3306 for 116 S. Grant Street Tenant Improvements. Staff also requests authority for a 10% construction contingency for a total not-to-exceed amount of \$3,268,100. The bid award will provide tenant improvements to floors 1 and 2 of the 116 S. Grant Street building, including office space, a service desk, an exhibit display area, conference rooms, access compliance updates to the restrooms, a new partition wall on the first floor, and the removal of a roof-top mechanical unit and replacement with a new air conditioning unit. Additionally, staff recommends Council approve a budget adjustment to increase the project budget in the Electric Fund by \$2,750,000. This budget adjustment will increase the total project budget to \$4,750,000, which includes funding for the recommended contract purchase agreement with CNW Construction, Inc., as well as furnishings and fixtures, additional design work for Floors 2 and 3, and necessary building improvements to prepare the building for move-in. The project has no fiscal impact to the General Fund.

CC #: 1673

File #: 0203-04 & 0201-01

CONTACT: Joanna Oukrop 916-774-5745 joukrop@roseville.ca.us

6.3. Monitoring and Transmitting Equipment and Parts for Supervisory Control and Data Acquisition Network - Sole Source Purchase Order

Memo from Preventative Maintenance Coordinator Blaine Wiegel and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 21-366 APPROVING A SOLE SOURCE PURCHASE ORDER FOR MONITORING AND TRANSMITTING EQUIPMENT AND PARTS. Staff requests Council authorize a sole source purchase order with Rust Automation & Controls Inc. for monitoring and transmitting equipment and parts for the supervisory control and data acquisition

network and automation systems of the Environmental Utilities Department Water/Wastewater plants and remote sites not to exceed \$300,000. Funding will be used from the Environmental Utilities Department's FY2021-22 operations budgets in the Water and Wastewater funds. Staff also requests authorization for the City Manager or his designee to execute four (4) optional one (1) year renewals of the purchase order, provided that the applicable budget is approved by the City Council, or until City staff determines that continuing with the same vendor is not in the City's best interest.

CC #: 1662

File #: 0800-02

CONTACT: Blaine Wiegel 916-746-1833 bwiegel@roseville.ca.us

6.4. Ultraviolet Light Disinfection Equipment - Sole Source Purchase Order

Memo from Preventative Maintenance Coordinator Blaine Wiegel and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 21-368 APPROVING A SOLE SOURCE PURCHASE ORDER FOR ULTRAVIOLET DISINFECTION REPAIR/REPLACEMENT EQUIPMENT. Staff requests Council authorize a sole source purchase agreement to provide ultraviolet disinfection repair/replacement equipment for the Pleasant Grove and Dry Creek Wastewater Treatment Plants with Trojan Technologies Group ULC in the amount of \$755,000 (\$479,500 for the Dry Creek Wastewater Treatment Plant and \$275,500 for the Pleasant Grove Wastewater Treatment Plant). Funding will be provided from the FY2021-22 Wastewater Fund operations budget. This agreement would allow four optional renewal years at one-year intervals. Staff also requests authorization for the City Manager or his designee to execute four (4) optional one (1) year renewals of the purchase order, provided that the applicable budget is approved by the City Council, or until City staff determines that continuing with the same vendor is not in the City's best interest.

CC #: 1664

File #: 0203-09

CONTACT: Blaine Wiegel 916-746-1833 bwiegel@roseville.ca.us

6.5. Water Well Maintenance and Rehabilitation Project (RFP 08-084) - Professional Services Agreement and Approval of a Budget Adjustment

Memo from Senior Engineer Jason Marks and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 21-379 APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND JACOBS ENGINEERING GROUP INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6391 OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2021-22 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests Council award a professional services agreement to Jacobs Engineering Group Inc. in the amount of \$607,915 for the Water Well Maintenance and Rehabilitation project. The source of funding for this agreement is from the Water Rehabilitation Fund.

Staff also requests Council approve a budget adjustment in the amount of \$300,000 from available resources in the Water Rehabilitation Fund to fully fund this project.

CC #: 1675

File #: 0800-02 & 0201-01

CONTACT: Jason Marks 916-342-9573 jtmarks@roseville.ca.us

6.6. Fitness Court Equipment - Sole Source Purchase Order

Memo from Park Planning & Development Superintendent Tara Gee and Parks, Recreation & Libraries Director Jill Geller recommending the City Council approve a purchase order with National Fitness Campaign to purchase fitness equipment for the Maidu Regional Park in the amount of \$119,194.29. In March 2021, Council approved a resolution to accept a grant award of \$25,000 from the California Park & Recreation Society and the National Fitness Campaign. The grant amount is applied to offset the total cost of the equipment and services. Outside of the \$25,000 grant award, the remainder of the budget for this project was included in the FY2021-22 Capital Improvement Program budget. The total project cost is \$130,000 and includes a concrete pad and installation. Funding for maintenance is provided by the General Fund.

CC #: 1657

File #: 0704-01

CONTACT: Tara Gee 916-774-5253 tgee@roseville.ca.us

6.7. Technology Equipment – Purchase Order Renewal

Memo from Electric Technology Systems Administrator Sage Armstrong and Electric Utility Director Michelle Bertolino recommending the City Council authorize renewal of an existing cooperative contract with Dell Marketing, L.P. for Roseville Electric's purchases of general technology equipment and supporting software on an as-needed basis. The total cost of the hardware and software purchases will not exceed \$120,000. Funding is included in the Electric Department operations fund FY2021-22 budget.

CC #: 1677

File #: 0203-06

CONTACT: Sage Armstrong 916-774-5679 sarmstrong@roseville.ca.us

6.8. Ammunition - Sole Source Purchase Order

Memo from Management Analyst Mark Peinado and Police Chief Troy Bergstrom recommending the City Council authorize the issuance of a sole source purchase order to San Diego Police Equipment for the purchase of law enforcement duty ammunition. The Police Department has an ongoing requirement for ammunition for its various firearms used by police officers, animal control officers, and the regional SWAT team. The purchase order will be for an amount not to exceed \$110,000. Sufficient funds have been included for this purchase in the Police Department's FY2021-22 budget in the General Fund.

CC #: 1654

Resolutions

6.9. International City Management Association Retirement Corporation - Administrative Services Agreement and Plan Amendment

Memo from Human Resources Manager Linda Hampton and Human Resources Director Stacey Peterson recommending the City Council adopt RESOLUTION NO. 21-381 APPROVING AN ADMINISTRATIVE SERVICES AGREEMENT, BY AND BETWEEN INTERNATIONAL CITY MANAGEMENT ASSOCIATION RETIREMENT CORPORATION AND THE CITY OF ROSEVILLE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 21-382 APPROVING A 457 GOVERNMENTAL PLAN AND TRUST OPTIONAL PROVISIONS ELECTION FORM, BY AND BETWEEN INTERNATIONAL CITY MANAGEMENT ASSOCIATION RETIREMENT CORPORATION AND THE CITY OF ROSEVILLE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approve a new adoption agreement with International City Management Association Retirement Corporation (ICMA-RC) proposing a new lower revenue structure for participants to pay for plan expenses for funds invested in the 457 and 401a deferred compensation plans. Staff is also requesting a plan amendment to the 457 plan to allow for 457 ROTH deferrals into the plan. There is no fiscal impact.

CC #: 1676

File #: 0600-04

CONTACT: Linda Hampton 916-774-5215 lhampton@roseville.ca.us

6.10. State Legislative and Regulatory Representation Consulting Services - Agreement

Memo from Government Relations Administrator Mark Wolinski and Deputy City Manager Megan Scheid recommending the City Council adopt RESOLUTION NO. 21-376 APPROVING AN AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND JOE A. GONSALVES & SON, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approval of an agreement with Joe A. Gonsalves & Son for state legislative and regulatory representation consulting services for the City. This agreement ensures the effectiveness of the City's legislative and regulatory efforts. The monthly retainer for the Gonsalves & Son services is \$15,042, for a total annual not-to-exceed cost of \$180,504. Since the additional services being provided are specific to Environmental Utilities, the utility will cover two-thirds of the cost of the contract and the remaining portion of the cost is covered in the Public Affairs and Communications department budget in the General Fund.

CC #: 1672

File #: 0114

CONTACT: Mark Wolinski 916-774-5179 mwolinski@roseville.ca.us

6.11. Master Schedule of User and Regulatory Fees Amendment

Memo from Fire Chief Rick Bartee and Division Chief Jason Rizzi recommending the City Council adopt RESOLUTION NO. 21-380 AMENDING THE SCHEDULE OF USER AND REGULATORY FEES. Staff requests Council approval of an amendment to the 2021-22 Master Schedule of User and Regulatory Fees to include the California Environmental Protection Agency's (CalEPA) Unified Program State Surcharge Increase and to include a more detailed description of the existing UST System Cold Start fee. The UST System Cold Start fee description requires an additional description added to the fee title and should read as follows: UST System Cold Start / Minor Modification. There is no change to the fee amount and the update is for clarification purposes only. The Program surcharge is collected by the City and remitted to the State of California. Staff does not anticipate a fiscal impact to the City.

CC #: 1674

File #: 0215

CONTACT: Jason Rizzi 916-774-5802 jrizzi@roseville.ca.us

6.12. 2018 Regional Surface Transportation Program Arterial Resurfacing Project - Reimbursement and Authorization Agreement

Memo from Assistant Engineer Jesse Khatkar and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 21-373 APPROVING A REIMBURSEMENT AND AUTHORIZATION AGREEMENT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests approval of an agreement with the City of Rocklin for the rehabilitation of Five Star Boulevard from Stanford Ranch Road to approximately 300 feet Southeast of the intersection. The City of Rocklin will reimburse the City for the roadway rehabilitation work. The work will be performed under the existing contract for the 2018 Arterial Resurfacing Project. The estimated cost of work is \$115,000 and is not to exceed \$150,000. This project is funded through \$898,730 in Highway Infrastructure Program grant funds and a Regional Surface Transportation Program allotment of approximately \$7.4 million.

CC #: 1669

File #: 0900-04-01

CONTACT: Jesse Khatkar 916-774-5434 jskhatkar@roseville.ca.us

6.13. Sierra Vista Village KT-4 - Final Map and Subdivision Agreement

Memo from Assistant Engineer Kerry Andrews and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 21-376 APPROVING A SUBDIVISION AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND SIERRA VISTA COMMUNITIES, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff also requests approval of the Sierra Vista Village KT-4 final map. Staff has completed its review of the final map and found that it is in compliance with the approved tentative map. This

map will create 82 residential lots and 5 public landscape lots. The actions requested have no fiscal impact to the City's General Fund.

CC #: 1671

File #: 0400-04-12-01 & 0400-07

CONTACT: Kerry Andrews 916-774-5346 kandrews@roseville.ca.us

6.14. Legal Services - Agreement Amendment

Memo from Paralegal Gretchen Hakala and City Attorney Michelle Sheidenberger recommending the City Council adopt RESOLUTION NO. 21-360 APPROVING A FIRST AMENDMENT TO AGREEMENT FOR LEGAL SERVICES, BY AND BETWEEN THE CITY OF ROSEVILLE AND ATKINSON, ANDELSON, LOYA, RUUD & ROMO, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approve an Agreement for Legal Services with Atkinson, Andelson, Loya, Ruud & Romo to include their current billing practices to match the City's contractual terms. Legal services provided by this contract will be dependent upon needs as they occur during the year and thus cannot be forecast. All expenses will be paid from the Human Resources Department operations budget in the General Fund as needed.

CC #: 1656

File #: 0500-01

CONTACT: Gretchen Hakala 916-774-5325 ghakala@roseville.ca.us

6.15. 7300 Galilee Rd. - Summary Vacation of Utility and Drainage Easements

Memo from Associate Planner Shelby Maples and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 21-370 ORDERING SUMMARY VACATION OF PUBLIC UTILITY EASEMENTS AND A DRAINAGE EASEMENT AT 7300 GALILEE ROAD. Staff requests approval to vacate public utility easements and a drainage easement located on commercial property at 7300 Galilee Road. No active utilities have been located in the easement for the past five years, the easement has been superseded by relocation, and a building is planned on the property. The developer is now requesting relocation of the easements. All application costs are borne by the applicant. This request does not have an impact to the General Fund.

CC #: 1666

File #: 1001-02

CONTACT: Shelby Maples 916-746-1347 smaples@roseville.ca.us

6.16. Environmental Utilities On-Call Construction Management and Inspection Services - Professional Services Agreements

Memo from Senior Engineer Janice Gainey and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 31-362 APPROVING AN ON-CALL PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND BROWN AND CALDWELL, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt

RESOLUTION NO. 21-363 APPROVING AN ON-CALL PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND CAROLLO ENGINEERS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 21-364 APPROVING AN ON-CALL PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND KENNEDY/JENKS CONSULTANTS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 21-365 APPROVING AN ON-CALL PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND WATER WORKS ENGINEERS, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approval of four professional services agreements for Environmental Utilities On-Call Construction Management and Inspection Services. Each agreement has a not-to-exceed cost of \$300,000 per year, for up to five years. These projects may be funded from the Environmental Utilities' Operating Budgets, Rehabilitation Programs, or Capital Improvement Program, at no cost to the General Fund.

CC #: 1661

File #: 0800-02

CONTACT: Janice Gainey 916-774-5535 jrgainey@roseville.ca.us

6.17. Electric Landscape Improvements - Fiddymont Substation Project - Purchase of Wetland Mitigation Credits

Memo from Environmental Coordinator Terri Shirhall and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 21-361 APPROVING AN AGREEMENT FOR SALE OF MITIGATION CREDITS FROM THE RIVER RANCH WETLANDS MITIGATION BANK, BY AND BETWEEN WILDLANDS, INC. AND THE CITY OF ROSEVILLE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests approval of funding for purchase of mitigation credits for the Electric Landscape Improvements - Fiddymont Substation Project. The total cost to purchase mitigation credits at the River Ranch Wetland Mitigation Bank, for 0.13 acres of wetland creation habitat, is \$18,200. The project is fully funded as an Electric Landscape Improvements Capital Improvement Project. No General Fund resources will be used for the project.

CC #: 1660

File #: 0900-03

CONTACT: Terri Shirhall 916-774-5536 tshirhall@roseville.ca.us

Ordinances (for introduction and adoption - appropriation/urgency measures)

6.18. Regional Early Action Planning - Memorandum of Understanding and Budget Adjustment

Memo from Economic Development Analyst Gina McCall and

Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 21-375 APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN SACRAMENTO AREA COUNCIL OF GOVERNMENTS AND THE CITY OF ROSEVILLE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6389 ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2021-22 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests Council approval to enter into a Memorandum of Understanding with the Sacramento Area Council of Governments to secure \$300,000 in grant funding for the Commercial Corridors project. This award is the second round of Regional Early Action Planning (REAP 2.0) grant funding secured by the City and will be used for preparation of visuals and graphics, as well as staff time to complete the specific plans. A previous award of \$79,000 was secured in 2020 for preparation of the Housing Element update. A budget adjustment is also necessary to receive and allow expenditure of the REAP 2.0 grant award. There is no impact to the City's General Fund.

CC #: 1670

File #: 0800-06 & 0214 & 0201-01

CONTACT: Gina McColl 916-774-5452 gmccoll@roseville.ca.us

Reports / Requests

6.19.Vineyards at Foothills Parcel Map

Memo from Assistant Engineer Kerry Andrews and Development Services Director Mike Isom recommending the City Council approve the Vineyards at Foothills parcel map. Engineering has completed its review of the parcel map and found that it is in compliance with the approved tentative map. This map will create 2 parcels. The actions requested have no fiscal impact to the General Fund.

CC #: 1659

File #: 0400-04-17-01

CONTACT: Kerry Andrews 916-774-5346 kandrews@roseville.ca.us

6.20.League of California Cities Annual Conference 2021 - Voting Delegate Recommendation

Memo from Government Relations Administrator Mark Wolinski and Deputy City Manager Megan Scheid recommending the City Council appoint Councilmember Scott Alvord as the voting delegate to the League of California Cities business meeting of the General Assembly. The League of California Cities Annual Conference is being held September 22 - 24, 2021 in Sacramento. The annual business meeting will be held at noon on Friday, September 24, 2021 when the membership takes action on resolutions that establish League policy. In order to vote at the Annual Business Meeting, the City Council must designate a voting delegate. Registration is approximately \$520 for the delegate and the funds were approved in the City Council's FY2021-22 budget.

CC #: 1658

File #: 0102-12

CONTACT: Mark Wolinski 916-774-5179 mwolinski@roseville.ca.us

END OF CONSENT CALENDAR

7. RESOLUTIONS

7.1. Placer County Water Agency Middle Fork Project Water Supplies - Side Letter Agreement

Memo from Assistant Environmental Utilities Director Sean Bigley and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 21-367 APPROVING A SIDE LETTER AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND PLACER COUNTY WATER AGENCY, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council authorize a Side Letter Agreement with Placer County Water Agency (PCWA) on Middle Fork Project (MFP) Water Supplies to allow for unused 2021 MFP water paid for by the City to be stored in PCWA's reservoirs for use by the City in 2022; and/or, if approved by the Bureau of Reclamation, have unused 2021 City MFP water stored in Folsom Reservoir for use by the City in 2022. Roseville's MFP water is provided by PCWA on a "take or pay" basis, per an existing water supply contract previously approved by City Council, meaning that the City pays for the MFP water quarterly regardless if the MFP water is used or not. Since the MFP water is already paid for, this arrangement (Primary Option) would not add additional costs beyond what is currently budgeted in the City's Water Operations Fund for water purchases.

CC #: 1663

File #: 0800-02

CONTACT: Sean Bigley 916-774-5513 sbigley@roseville.ca.us

8. SPECIAL REQUESTS/REPORTS/PRESENTATION

8.1. Council Discretionary Funds Request - The Gathering Inn

Memo from Management Assistant Heather Blanco and City Clerk Sonia Orozco recommending the City Council consider a request for \$5,000 from Council Discretionary Funds for The Gathering Inn for their fourth annual "Gathering for Hope" event on November 12, 2021. The Gathering Inn is a multi-faceted, multi-location agency serving over 200 homeless men, women, and children every day in Placer County. There is no fiscal impact to the City's General Fund.

CC #: 1655

File #: 0102

CONTACT: Heather Blanco 916-746-1171 hblanco@roseville.ca.us

Sonia Orozco 916-774-5269 sorozco@roseville.ca.us

9. DEPARTMENT UPDATES

9.1. Human Resources Department Update

CONTACT: Stacey Peterson 916-774-5374 slpeterson@roseville.ca.us

10. PUBLIC HEARING

NOTICE TO THE PUBLIC

City Council, when considering the matter scheduled for hearing, will take the following actions:

1. Open the Public Hearing
2. Presentation by Staff
3. Presentation by applicant or Appellant
4. Accept Public Testimony
5. Appellant or Applicant Rebuttal Period
6. Close the Public Hearing
7. City Council Comments and Questions
8. City Council Action

In the future, if you wish to challenge in court any of the matters on this agenda for which a public hearing is to be conducted, you may be limited to raising only those issues, which you, or someone else raised orally at the Public Hearing or in written correspondence received by the City or before the hearing

Public Hearings listed for continuance will be continued as noted and posting of this agenda serves as notice of continuation.

10.1. 2021 Housing Element Update

Memo from Senior Planner Lauren Hocker, Housing Manager Trisha Isom, and Development Services Director Mike Isom recommending the City Council consider the addendum to the 2035 General Plan Environmental Impact Report (SCH #2019080418, certified on August 5, 2020); and adopt RESOLUTION NO. 21-369 ADOPTING THE 2021 HOUSING ELEMENT COVERING THE PERIOD FROM 2021 TO 2029. The purpose of the Housing Element is to identify current and projected housing needs, and set goals, policies, and programs to address those needs. The updated 2021 Housing Element covers the planning period of 2021 to 2029. Preparation of the Housing Element was funded through two grants secured through the Regional Early Action Planning grants program and the Local Early Action Planning grants program in the amount of \$79,000 and \$500,000, respectively. Approximately \$330,000 of funding remains and will be used for Housing Element implementation, per the terms of the grant. It is anticipated that this amount will be sufficient and that use of the City's General Fund will not be required.

CC #: 1665

File #: 0709-01

CONTACT: Lauren Hocker 916-774-5272 lhocker@roseville.ca.us

10.2.Creekview Specific Plan - General Plan Amendment, Specific Plan Amendment, Rezone, and Development Agreement Amendment

Memo from Associate Planner Kinarik Shallow and Development Services Director Mike Isom recommending the City Council consider the Second Addendum to the Creekview Specific Plan Environmental Impact Report; adopt RESOLUTION NO. 21-371 AMENDING THE GENERAL PLAN TO CHANGE THE LAND USE DESIGNATIONS ON CERTAIN REAL PROPERTY IN THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 21-372 AMENDING THE CREEKVIEW SPECIFIC PLAN; and adopt the two (2) findings of fact and introduce for first reading an ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE REZONING CERTAIN REAL PROPERTY IN THE CITY OF ROSEVILLE; and adopt the five (5) findings of fact and introduce for first reading an ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE ADOPTING A SECOND AMENDMENT OF THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND ANTHEM UNITED CREEKVIEW DEVELOPMENTS LIMITED PARTNERSHIP RELATIVE TO THE CREEKVIEW SPECIFIC PLAN AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The applicant requests a General Plan Amendment and Specific Plan Amendment to the Creekview Specific Plan (CSP) to transfer residential units from Medium Density Residential parcels to Low Density Residential parcels, to revise parcel acreages, establish modified development standards, and to reallocate affordable housing obligations. No changes will be made to the overall unit count for the CSP. The project includes a rezone to adjust the acreages of zoning designations consistent with the map modifications associated with the project. The CSP Development Agreement will be amended to reflect the change in units, acreages, and affordable housing allocations. The project will modify the affordable housing obligation by changing the middle-income for purchase units to very low-income and low-income rental units. This will benefit the City by adding 30 affordable units in the lower-income category of the City's Regional Housing Needs Allocation. The City is working to address a 1,700+ unit deficit in the lower-income category. The project will not negatively affect the City's General Fund.

CC #: 1667

File #: 0400-04-13-2 & 0400-02 & 0400-03 & 0400-04

CONTACT: Kinarik Shallow 916-746-1309 kshallow@roseville.ca.us

11. REPORTS / PUBLIC COMMENTS

12. ADJOURNMENT



COUNCIL COMMUNICATION

CC #: 1668

File #: 0203-09 & 0201-01

Title: Martha Riley Library Boiler Replacement Project (RFQ 10-3297) - Contract Purchase Agreement & Budget Adjustment

Contact: Tisha Chinn 916-774-5702 tchinn@roseville.ca.us

Meeting Date: 8/18/2021

Item #: 6.1.

RECOMMENDATION TO COUNCIL

Staff recommends the City Council adopt:

1. A resolution to approve a contract purchase agreement with Mesa Energy Systems Inc, dba EMCOR Services Mesa Energy, and authorize the City Manager to execute it on behalf of the City of Roseville. Additionally, staff requests authority for the City Manager or his designee to approve change order requests up to 10% (\$14,569.20) as a construction contingency; and
2. An ordinance approving a budget adjustment for \$11,133.

BACKGROUND

The natural gas-fired boilers at the Martha Riley Library are failing and have exceeded their useful life. The existing equipment was purchased and installed at the time of the building's construction in 2008. These two condensing boilers and associated hot water pumps, expansion tank, variable frequency drives, chemical feeder, and hydronic headers will be replaced under this project. The following will be reused to minimize economic impact: existing gas and hot water piping, conduit, and roof penetrations.

A formal bid was issued with the following vendor response:

Bidder	Lump Sum Total
Mesa Energy Systems Inc.	\$145,692
Division 515	\$174,515
American Plumbing Services Inc.	\$205,918
Intech Mechanical	\$224,541

The lowest responsible bidder was Mesa Energy Systems, Inc.

In FY2020-21, the City budgeted \$220,000 in project number 500127 for the building controls and boiler replacement for Martha Riley Library. After the control system work and mechanical

engineering services were completed, the balance remaining in the project budget is not sufficient to cover the boiler replacement cost which is critical to the building's HVAC infrastructure.

In addition to the funding needed to complete the construction contract, staff recommends City Council approve a project contingency of 10% or (\$14,569.20) to address any unforeseen challenges.

To cover the boiler replacement cost and construction contingency increase, staff recommends that the City Council approve a budget adjustment in the amount of \$11,133 split equally between the Electric, Water, Wastewater, and Waste Services funds. Staff is also seeking \$76,867 from the General Fund Contingency budget to completely cover the project funding deficit. The General Fund Contingency budget was approved by Council with the FY2021-22 budget and is designed to help meet the needs of unexpected General Fund project and operating costs.

Including both of the budget adjustments, the total project spending authority will increase by \$88,000, bringing the amended project budget to \$308,000.

FISCAL IMPACT

The cost of the agreement with Mesa Energy Systems, Inc. dba EMCOR Services Mesa Energy is \$145,692. Authorized change orders on an as-needed basis up to 10% (\$14,569.20), as a construction contingency, would bring the total contract amount to \$160,261.20 if needed. Partial funding is included in the FY2020-21 Capital Improvement Project Fund #500127 Martha Riley Library Building Controls and Boiler Replacement budget.

An additional \$88,000 is needed to fund the increased materials costs and the contingency covering potential issues in connecting the new boilers to the existing controls. The General Fund portion, \$76,867, will be funded by the General Fund Contingency budget. The remaining \$11,133 will come from available resources in the Electric, Water, Wastewater and Waste Services funds approved budgets.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) only applies to projects which have the potential to cause a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. (CEQA Guidelines §15061(b)(3).

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal E - Deliver exceptional city services

Respectfully Submitted,

Tisha Chinn, Administrative Technician

Jason Shykowski, Public Works Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 21-374

CPA 3001206 Mesa Energy Systems Inc

Ordinance 6388

Budget Adjustment

RESOLUTION NO. 21-374

APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND MESA ENERGY SYSTEMS, INC. DBA EMCOR SERVICES MESA ENERGY, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a contract purchase agreement (3001206), for the materials and labor to replace the boilers at the Martha Riley Library, by and between the City of Roseville and Mesa Energy Systems, Inc. dba EMCOR Services Mesa Energy, has been reviewed by the City Council.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said contract purchase agreement is approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

BE IT FURTHER RESOLVED that the City Manager or his designee is authorized to approve change orders for the project, consistent with the contract terms, provided that the net cost of all change orders shall not exceed ten percent (10%) of the contract price.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2021, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



Contract Purchase Agreement 3001206

Supplier Details:

Company Mesa Energy Systems Inc. dba Emcor Services Mesa Energy
Contact Kendrick Kiefert
Address 3906 Kristi Court

Sacramento, CA 95827

Submit your response to:

Company City of Roseville
Contact Tiffany Valdez
Address Purchasing Division
2075 Hilltop Circle
Roseville, CA 95747
Phone (916) 774-5708
Fax (916) 774-5736
E-mail TValdez@roseville.ca.us

This Contract Purchase Agreement is sent for your review and acceptance. Notify the Buyer via email of any needed changes to the company name, address, and contact information. The Buyer will update the agreement prior to you signing the document.

Return two (2) signed originals of the agreement to the Buyer noted on the agreement. Alterations or modifications to the agreement are not allowed. Upon receipt of all necessary documents, the City will sign the agreement and return a fully executed copy to you. Receipt of the signed copy will be your notice to proceed with the work in accordance with the terms and conditions of the agreement. Work must not begin until the contract has been fully executed.

The following guidelines must be followed for the signature block on the agreement:

Sole proprietorship - By owner

Partnership - Any general partner

Corporation - Two options:

(1) A signature from the President and the corporate seal; OR

(2) One signature from the Chairman of the Board, President, or any Vice President AND one signature from the Secretary, any Assistant Secretary, Chief Financial Officer, or any Treasurer or Assistant Treasurer of the corporation

*General Manager, Office Manager and/or Sales Manager are not corporate officer titles. The agreement will be rejected if not signed in accordance with these guidelines.

Insurance requirements:

The City's insurance requirements are referenced on Attachment A of the agreement. By signing the agreement, you are confirming that your company has the minimum insurance limits required.



Contract Purchase Agreement 3001206

Agreement	3001206
Agreement Date	25-MAY-2021
Revision	0
Agreement Amount	145,692.00 USD

Invoice To **City of Roseville**
Accounts Payable
311 Vernon St
ROSEVILLE CA 95678

Phone: (916) 774-5488
Fax: (916) 784-3796
Email: accountspayable@roseville.ca.us

Supplier **Mesa Energy Systems Inc. dba Emcor**
Services Mesa Energy
3906 Kristi Court

Sacramento, CA 95827
Phone: ()
Fax: ()
Email: kkiefert@emcor.net

Description of Labor, equipment and/or materials SHALL PROVIDE BOILER REPLACEMENT SERVICES AT THE MARTHA RILEY LIBRARY IN ACCORDANCE WITH ALL SPECIFICATIONS, ATTACHMENTS, TERMS AND CONDITIONS PER RFQ 10-3297.

START DATE: EXECUTED AGREEMENT
END DATE: FINAL PAYMENT

PLEASE CONTACT REBECCA MCCOY AT 916-746-5706 OR
RAMCCOY@ROSEVILLE.CA.US FOR QUESTIONS REGARDING THIS
AGREEMENT.

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	12596	Net 30	Freight on Board at the destination	Destination	Best Method
Start Date	End Date	Confirm To			
Tiffany Valdez Phone 1-916-774-5708					

Attention: Total Cost not to exceed the agreement amount without prior approval of the Purchasing office.

Contract Terms and Conditions

1. To the fullest extent allowed by law, Contractor shall defend, indemnify, and save and hold harmless the City, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of Contractor's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from City's sole or active negligence or willful misconduct. The parties intend that this provision shall be broadly construed. Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.
2. Contractor is an independent contractor, and shall not be considered an officer, agent or employee of the City.
3. Without the written consent of the City, this Agreement is not assignable by Contractor either in whole or in part.
4. Time is of the essence of this Agreement.
5. At any time during the term of this Agreement, the City has the right to terminate this Agreement, provided Contractor is given thirty (30) days written notice. City's termination shall be without further liability to City; however, Contractor shall be entitled to all costs reasonably incurred prior to the date of termination. Contractor acknowledges that City may terminate this Agreement should funds not be appropriated by its governing body to continue services under this Agreement.
6. This Agreement may only be amended or modified in writing. It is integrated and contains the complete understanding of the parties.
7. All equipment, supplies and services sold to the City of Roseville shall conform to the general safety orders of the State of California.
8. Unless notified to the contrary, in writing, the City assumes that the Contractor has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement.
9. All prevailing wages and fair employment practices must be adhered to. For prevailing wage contracts over \$25,000, copies of certified payroll must be submitted with invoices. Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address:
<http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.
10. Contractor agrees to the below insurance requirements:
 - a. Unless otherwise specified, the Contractor shall maintain the policies of insurance outlined in Attachment A, incorporated herein by this reference, in full force and effect during the term of this Agreement. The City of Roseville retains sole discretion in determining the types and proper levels of insurance coverage.

- b. Form. Contractor shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.
- c. Additional Insureds. Contractor shall also provide a separate endorsement or section of the policy showing City, its officers, agents, employees, and volunteers as additional insureds for each type of coverage (except Workers' Compensation) and for ongoing and completed operations. Such insurance shall specifically cover the contractual liability of Contractor. The additional insured coverage under the Contractor's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from City's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office (ISO) CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be:
 - (1) the minimum coverage and limits specified in this Agreement; or
 - (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.
- d. Cancellation/Modification. Contractor shall provide ten (10) days written notice to City prior to cancellation or modification of any insurance required by this Agreement.
- e. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of City (if agreed to in a written contract) before City's own insurance shall be called upon to protect it as a named insured.
- f. Subcontractors. Contractor agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, Contractor shall require its subcontractors to agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement. Additionally, Contractor shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of City's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.
- g. Self-Insured Retentions. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.
- h. Waiver of Subrogation. Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General

Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of City, its officers, agents, employees and volunteers for all work performed by Contractor, its employees, agents and subcontractors.

- i. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Contractor of liability in excess of such coverage, nor shall it preclude City from taking such other actions as are available to it under any other provisions of this Agreement or law.
11. Contractor shall comply with all federal, state and local laws and ordinances, including but not limited to the City's storm water regulations, as may be applicable to the performance of services under this Agreement. Failure to comply with local ordinances may result in monetary fines and cancellation of this Agreement. Refer to www.roseville.ca.us/stormwater for links to more information on the City's storm water regulations.
12. In the event that the terms of any attachment or exhibit conflict with any terms of this Agreement, the terms of this Agreement shall control.
13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
14. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.
16. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.
17. For purposes of this Agreement, the terms "Contractor," "Consultant," and "Supplier" are used interchangeably.
18. No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this agreement, Contractor and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
19. Contractor must submit all claims as defined in and in accordance with the claim resolution process set forth in Section 9204 of the Public Contract Code. Each such claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the claim. All claims must be received prior to acceptance of the work.

20. Contractor agrees to defend and indemnify City if, despite the parties intent and practice, any venue, agency, or court with competent jurisdiction determines that Contractor and/or any of its agents, officers, employees, volunteers, independent contractors, or subcontractors, are characterized as employee(s) of City. Contractor and City agree that: (a) Contractor is free from the control and direction of City in connection with the performance of the work; (b) Contractor is providing services directly to City; (c) Contractor has and will maintain at all relevant times a business license; (d) Contractor maintains a business location that is separate from City; (e) Contractor is customarily engaged in an independently established business of the same nature as that involved in the work performed hereunder; (f) Contractor actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from City; (g) Contractor advertises and holds itself out to the public as available to provide the same or similar services; (h) Contractor provides its own tools, vehicles, and equipment to perform the services; (i) Contractor has negotiated its own rates; (j) Contractor set its own hours and location of work in accomplishing City's on-call needs; and (k) Contractor has the right to control the manner and means of accomplishing the result desired and exercises its own expert independent judgement.

The supplier named hereon by the acceptance of this order agrees to the provisions of this document titled "Contract Purchase Agreement" and all accompanying terms, conditions, and attachments.

Roseville Business License No. 00828585

Contractor License No. 611215

DIR Registration No. 1000002425

Check mark the applicable company type below:

☒ Corporation

☐ Limited Liability Company

☐ Partnership

☐ Sole Proprietor

City Reserves the right to withhold any payments to contractor in the event of noncompliance with insurance requirements or if required by law.

Construction T&C
REV 5/3/18 JS

**ATTACHMENT A
HUMAN RESOURCES/RISK MANAGEMENT DIVISION
INSURANCE REQUIREMENTS
AGREEMENT OVER FORMAL BID LIMIT OR INVOLVING HIGH RISK ACTIVITIES**

General - Required Coverage/Documentation

- General Liability: \$1 Million per occurrence /\$2 Million aggregate
- Automobile Liability: \$1 Million combined single limit
- Workers' Compensation: Statutory *Must provide a Waiver of subrogation
- Additional Insured Endorsement (AIE) - General Liability policy: CG 20 38 04 13 or an equivalent, blanket endorsement or section of the policy. Endorsement shall cover the City of Roseville, its officers, agents, employees and volunteers as additional insured.
- Policies must be primary and non-contributory
- A 30 day notice of cancellation must be provided
- List certificate holder as: The City of Roseville - Insurance Compliance, PO Box 100085-R1, Duluth, GA 30096

Additional Liability/Insurance Requirements if required by Agreement (and marked below):

Construction:X

General Liability:
\$2 Million/occurrence
\$4 Million aggregate

Design Professional:_____

General Liability:
\$2 Million/occurrence
\$4 Million aggregate
Professional Liability:
\$2 Million/occurrence

Professional Consultant:_____

Professional Liability:
\$1 Million/occurrence

IT Services:_____

Professional Liability:
\$1 Million/occurrence
No auto required

Hazardous Materials:_____

Pollution Liability:
\$1 Million/occurrence

Special Events/Caterers-Vendors:_____

No auto required
No workers' comp required

Professional Counseling/ Psychological:_____

Professional Liability:
\$1 Million/occurrence
No auto required

Contract Purchase Agreement 3001206

Pyrotechnics: _____

General Liability:
\$5 Million/occurrence
\$10 Million aggregate
Auto - \$2 Million/occurrence

Chemical/Environmental: _____

General Liability:
\$3 Million/occurrence
\$6 Million aggregate
Pollution – \$2 Million/Occurrence
Auto - \$2 Million/Occurrence

Insurance Submission Process

The City of Roseville Human Resources/Risk Management Department uses a service called EBIX to manage our insurance certificate tracking.

How It Works

- The vendor's contact information is entered into EBIX. EBIX will contact the vendor to request proof of insurance.
- The Vendor can forward the request to their Insurance Agent(s) if necessary.
- Vendor/Insurance Agent submits insurance to EBIX by email to roseville@ebix.com or by fax to (770) 325-5727. After faxing or emailing the certificate, please DO NOT send the certificate by mail to EBIX. Please do not mail, email or fax any certificates to the City of Roseville.
- Once submitted, EBIX reviews the insurance documentation. If there are deficiencies, EBIX will send a follow up letter or email requesting additional information.

Questions Regarding Insurance Submission: Contact EBIX at (951) 652-4239

Questions Regarding Insurance Requirements Contact Risk Management at (916) 774-5202

Asbestos-Containing Materials in City-Owned Buildings

California Health and Safety Code Section 25915 requires that all City of Roseville employees, contractors and lessees be notified annually of the presence of asbestos in City-owned buildings constructed prior to 1979. Please post this notice in an area(s) accessible to all employees, contractors and lessees. Contact Facility Maintenance & Operations at (916) 774-5740 for more information about Asbestos Containing Materials (ACMs) in specific City-owned buildings. For more information about asbestos refer to the OSHA website.

The City of Roseville is committed to maintaining a safe and healthy work environment. The City's Facility Maintenance & Operations staff conducts ongoing inspections to identify and safely manage previously installed asbestos-containing products. Renovation of City-owned buildings **MUST** be reviewed in advance by Facility Maintenance & Operations to ensure the City is in compliance with building codes, Americans with Disabilities Act and that no ACMs are disturbed without proper safeguards. Work that requires removal or repair of ACMs is restricted to trained and qualified persons only. **Facility Maintenance & Operations will need to approve the qualified contractors.**

Use the following measures to protect you and others from exposure to airborne asbestos:

- Presume all building materials contain asbestos until determined otherwise by Facility Maintenance & Operations.
- Do not install walls, closets, cabinets, ceilings.
- Do not remove, cut, drill, sand, grind or otherwise disturb any material in the buildings, including carpet and tile.
- Do not paint (this includes any walls, ceilings, floors and electrostatic painting of office furniture).
- Do not remove any items nailed or screwed to the walls (this includes pictures, cabinets, electrical, etc.).
- Do not go above ceilings, behind walls or into building spaces such as attics and crawlspaces unless these areas have been inspected and cleared by Facility Maintenance & Operations.
- Do not pull cable or wiring through above-ceiling spaces with asbestos.
- Do not install screws, pins, nails or hangers into asbestos ceiling or wall plaster.
- Be careful not to damage walls, ceilings or floors when moving furniture or equipment. It is recommended that Facility Maintenance & Operations be contacted prior to moving furniture or equipment.
- Do not brush, sweep or vacuum textured asbestos ceiling plaster or plaster debris.
- Immediately report any damage or deterioration of suspect building materials to Facility Maintenance & Operations or Risk Management.

It is important to note that the presence of asbestos does not mean you have been exposed. Exposure results when friable asbestos particles are inhaled or ingested. Asbestos becomes friable when material containing asbestos is drilled, sanded or disturbed by remodeling or demolition work or when the ACM has deteriorated. Intact, bonded, sealed or undisturbed asbestos does not pose a hazard.

Employees may review the asbestos survey reports, results of bulk sampling or air monitoring conducted in City-owned buildings. All asbestos data will be available by appointment with Facility Maintenance & Operations.

Facilities Built Pre 1979 That May Contain Asbestos	Year Built
Downtown Library - 225 Taylor Street 95678	1974
Carnegie Museum - 557 Lincoln Street 95678	1912
Tower Theatre - 415 Vernon Street 95678	1940
Fire Station #3 - 1300 Cirby Way 95661	1963
Old Corp Yard - 100 Old Corp Yard Road 95678	1940
Water Treatment Plant Operations Bldg.- 9595 Barton Road 95746	1965
Waste Water Treatment Plant Operations Bldg.- 1800 Booth Road 95747	1962
Royer Recreation Bldg. - 190 Park Drive 95678	1950
Fire Museum - 400 Lincoln Street 95678	1930
Diamond Oaks Golf - 349 Diamond Oaks Road 95678	1965
Johnson Pool, 4th & D Street	1950
330 Vernon Street	1940
107 Sutter Avenue	1962

Sign to acknowledge receipt of asbestos notification:

SIGNATURE	
COMPANY NAME	Mesa Energy Systems, Inc.
DATE	6/1/2021

Asbestos
Rev 01/16/19



Supplier	
Signature:	
Print Name:	Robert Lake
Title:	President

Supplier	
Signature:	
Print Name:	
Title:	

City of Roseville, A Municipal Corporation	
Signature:	
Print Name:	Dominick Casey
Title:	City Manager



ORDINANCE NO. 6388

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2021-22
BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY
EFFECTIVE AS AN APPROPRIATION MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2021-22, is hereby amended as listed on the attached budget adjustment to fund the Martha Riley Library boiler replacement project.

SECTION 2. This ordinance is hereby declared to be an appropriation measure, immediately effective pursuant to the provisions of Section 5.03 of the Charter.

SECTION 3. The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three (3) conspicuous locations in the City and she shall immediately after such posting enter in the ordinance book, under the record of the ordinance, a certificate under her hand stating the time and place of such publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville, this _____ day of _____, 2021, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE: Dan Allen, Facility Manager *DA* FISCAL YEAR: FY2021-22
PREPARER NAME & TITLE: Tisha Chinn, Administrative Tech COUNCIL DATE (if applicable): 8/18/2021
DEPARTMENT/DIVISION: Public Works - Facility Services ORDINANCE: _____

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6130	5301	84001	500127	1,857	Increase existing project budget for boiler replacement
6230	5301	84001	500127	1,857	Increase existing project budget for boiler replacement
6330	5301	84001	500127	1,857	Increase existing project budget for boiler replacement
6001	5301	84701	500127	5,562	Increase existing project budget for boiler replacement
TOTAL				11,133	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
TOTAL				-	

NET ADJUSTMENT	11,133
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FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6130				(1,857)	Reduce Water Rehabilitation Fund Balance
6230				(1,857)	Reduce Wastewater Rehabilitation Fund Balance
6330				(1,857)	Reduce Waste Services Rehabilitation Fund Balance
6001				(5,562)	Reduce Electric Fund Balance
TOTAL				(11,133)	

Justification for Budget Adjustment:

Project 500127 - Martha Riley Library Building Controls and Boiler Replacement has an existing budget of \$220,000. An additional \$88,000 is needed to fund increased materials costs and a contingency to cover potential issues in connecting the new boilers to the existing controls.

The General Fund portion is \$76,867 and will be funded by General Fund Contingency. The remaining \$11,133 is requested on this budget adjustment and will come from fund balance of Electric, Water, Wastewater and Waste Services. The amended project budget will be \$308,000.

Jason Shykowski Digitally signed by Jason Shykowski Date: 2021.07.29 12:01:39 -07'00'		Paula Sabo Digitally signed by Paula Sabo Date: 2021.07.29 12:14:52 -07'00'	
REQUESTING DEPARTMENT HEAD / DESIGNEE Dennis Kauffman Digitally signed by Dennis Kauffman Date: 2021.07.29 13:30:38 -07'00'		BUDGET MANAGER / DESIGNEE _____ DATE	
CHIEF FINANCIAL OFFICER / DESIGNEE _____ DATE		CITY MANAGER / DESIGNEE _____ DATE	
BUDGET DEPARTMENT USE ONLY:			
POSTED BY _____ DATE			

Revised: June 24, 2019



COUNCIL COMMUNICATION

CC #: 1673

File #: 0203-04 & 0201-01

Title: 116 S. Grant Street Tenant Improvements (RFQ 10-3306) - Contract Purchase Agreement and Budget Adjustment

Contact: Joanna Oukrop 916-774-5745 joukrop@roseville.ca.us

Meeting Date: 8/18/2021

Item #: 6.2.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution to approve contract purchase agreement (3001481) with CNW Construction, Inc. as the lowest responsive and responsible bidder for RFQ 10-3306 for 116 S. Grant Street Tenant Improvements, and authorize the City Manager to execute the agreement on the City's behalf. Staff also requests authority for a 10% construction contingency, for a total not-to-exceed amount of \$3,268,100.

Additionally, staff recommends Council adopt an ordinance approving a budget adjustment to increase the 116 S. Grant Street Building Improvements project budget in the Electric Fund by \$2,750,000. The budget adjustment will increase the total project budget to \$4,750,000.

BACKGROUND

The 116 S. Grant Street building was acquired by the City in 2020 to support the future needs of Roseville Electric Utility's growing operations and customer programs. The building will provide the City's utility customers with a one-stop shop where they can pay their bill, and learn about exciting new programs, emerging technology, and rebates.

The City has since moved in its first tenant, the U.S. Postal Service, and undertaken an exhaustive planning and design effort to prepare the building for Electric Utility staff and customer engagement. RFQ 10-3306 116 S. Grant Street Tenant (Building) Improvements was issued to solicit bids to provide building improvements to floors 1 and 2 including office space, a service desk, an exhibit display area, conference rooms, and access compliance updates to the restrooms. Additionally, the job includes the purchase and installation of a new operable partition wall on the first floor of the building and the removal of the existing roof-top mechanical unit and replacement with a new air conditioning unit.

A formal bid was issued with the following vendor responses:

<u>Bidder</u>	<u>Lump Sum Total</u>
---------------	-----------------------

Z Squared Construction \$2,705,000.00
El Dorado Hills, CA

CNW Construction, Inc. \$2,971,000.00
Rescue, CA

American River Construction \$3,419,000.00
Placerville, CA

Carter-Kelly, Inc. \$3,430,000.00
Placerville, CA

The lowest apparent bidder, Z Squared Construction, withdrew their bid stating that they made a tabulation error, which resulted in an inaccurate total on their bid form. The City is, therefore, awarding the contract to the next lowest responsive and responsible bidder, CNW Construction Inc.

FISCAL IMPACT

The recommended budget adjustment authorizes an additional \$2,750,000 in funding from available resources in the Electric Fund in FY2021-22. The budget adjustment increases the total project budget to \$4,750,000 to cover the recommended contract purchase agreement with CNW Construction, Inc., as well as furnishings and fixtures, additional design work for Floors 2 and 3, and necessary building improvements to prepare the building for move-in. The project has no fiscal impact to the General Fund.

ENVIRONMENTAL REVIEW

The proposed project involves the minor alteration to an existing facility. This activity is categorically exempt from CEQA as a Class 1 Exemption (State CEQA Guidelines Section 15301). The Exemption has been prepared and no further CEQA action is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Joanna Oukrop, Senior Buyer

Dennis Kauffman, Assistant City Manager/Chief Financial Officer



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 21-378

CPA 3001481 CNW Construction, Inc.

Ordinance 6390

Budget Adjustment

RESOLUTION NO. 21-378

APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND CNW CONSTRUCTION, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a contract purchase agreement (3001481), for the 116 S. Grant Street Tenant Improvements, by and between the City of Roseville and CNW Construction, Inc., has been reviewed by the City Council.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said contract purchase agreement is approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

BE IT FURTHER RESOLVED that the City Manager or his designee is authorized to approve change orders for the project, consistent with the contract terms, provided that the net cost of all change orders shall not exceed ten percent (10%) of the contract price.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20_, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



Contract Purchase Agreement 3001481

Supplier Details:

Company CNW Construction Inc
Contact Jeff Fuchs
Address 2520 Sierra Vista Rd

Rescue, CA 95672

Submit your response to:

Company City of Roseville
Contact Tiffany Valdez
Address Purchasing Division
2075 Hilltop Circle
Roseville, CA 95747
Phone (916) 774-5708
Fax (916) 774-5736
E-mail TValdez@roseville.ca.us

This Contract Purchase Agreement is sent for your review and acceptance. Notify the Buyer via email of any needed changes to the company name, address, and contact information. The Buyer will update the agreement prior to you signing the document.

Return signed copies of the agreement to the Buyer noted on the agreement. Alterations or modifications to the agreement are not allowed. Upon receipt of all necessary documents, the City will sign the agreement and return a fully executed copy to you. Receipt of the signed copy will be your notice to proceed with the work in accordance with the terms and conditions of the agreement. Work must not begin until the contract has been fully executed.

The following guidelines must be followed for the signature block on the agreement:

Sole proprietorship - **By owner**

Partnership - **Any general partner**

Corporation - **Two options:**

(1) A signature from the President and the corporate seal; **OR**

(2) One signature from the Chairman of the Board, President, or any Vice President **AND** one signature from the Secretary, any Assistant Secretary, Chief Financial Officer, or any Treasurer or Assistant Treasurer of the corporation

*General Manager, Office Manager and/or Sales Manager are not corporate officer titles. The agreement will be rejected if not signed in accordance with these guidelines.

Insurance requirements:

The City's insurance requirements are referenced on Attachment A of the agreement. By signing the agreement, you are confirming that your company has the minimum insurance limits required.



Contract Purchase Agreement 3001481

Agreement	3001481
Agreement Date	16-JUL-2021
Revision	0
Agreement Amount	2,971,000.00 USD

Invoice To **City of Roseville**
Accounts Payable
311 Vernon St
ROSEVILLE CA 95678

Phone: (916) 774-5488
Fax: (916) 784-3796
Email: accountspayable@roseville.ca.us

Supplier **CNW Construction Inc**
2520 Sierra Vista Rd

Rescue, CA 95672
Phone: (209) 406-5891
Fax: ()
Email: jeff@cnwconstruction.com

Description of Labor, equipment and/or materials **START DATE: EXECUTED AGREEMENT**
END DATE: UPON FINAL PAYMENT
THE VENDOR SHALL PROVIDE ALL LABOR, EQUIPMENT, AND MATERIALS FOR TENANT IMPROVEMENTS TO THE CITY'S 116 S. GRANT STREET BUILDING IN ACCORDANCE WITH ALL TERMS, CONDITIONS, SPECIFICATIONS, AND ATTACHMENTS OF RFQ 10-3306.

PLEASE CONTACT LORI HOGAN IN THE PUBLIC WORKS FACILITIES SERVICES DIVISION AT (916) 774-5707 OR LHOGAN@ROSEVILLE.CA.US FOR QUESTIONS REGARDING THIS AGREEMENT.

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	15014	Net 30	Freight on Board at the destination	Destination	Best Method
Start Date	End Date	Confirm To			

Tiffany Valdez Phone 1-916-774-5708

Attention: Total Cost not to exceed the agreement amount without prior approval of the Purchasing office.

Contract Terms and Conditions

1. To the fullest extent allowed by law, Contractor shall defend, indemnify, and save and hold harmless the City, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of Contractor's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from City's sole or active negligence or willful misconduct. The parties intend that this provision shall be broadly construed. Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.
2. Contractor is an independent contractor, and shall not be considered an officer, agent or employee of the City.
3. Without the written consent of the City, this Agreement is not assignable by Contractor either in whole or in part.
4. Time is of the essence of this Agreement.
5. At any time during the term of this Agreement, the City has the right to terminate this Agreement, provided Contractor is given thirty (30) days written notice. City's termination shall be without further liability to City; however, Contractor shall be entitled to all costs reasonably incurred prior to the date of termination. Contractor acknowledges that City may terminate this Agreement should funds not be appropriated by its governing body to continue services under this Agreement.
6. This Agreement may only be amended or modified in writing. It is integrated and contains the complete understanding of the parties.
7. All equipment, supplies and services sold to the City of Roseville shall conform to the general safety orders of the State of California.
8. Unless notified to the contrary, in writing, the City assumes that the Contractor has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement.
9. All prevailing wages and fair employment practices must be adhered to. For prevailing wage contracts over \$25,000, copies of certified payroll must be submitted with invoices. Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address:
<http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.
10. Contractor agrees to the below insurance requirements:
 - a. Unless otherwise specified, the Contractor shall maintain the policies of insurance outlined in Attachment A, incorporated herein by this reference, in full force and effect during the term of this Agreement. The City of Roseville retains sole discretion in determining the types and proper levels of insurance coverage.

- b. Form. Contractor shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.
- c. Additional Insureds. Contractor shall also provide a separate endorsement or section of the policy showing City, its officers, agents, employees, and volunteers as additional insureds for each type of coverage (except Workers' Compensation) and for ongoing and completed operations. Such insurance shall specifically cover the contractual liability of Contractor. The additional insured coverage under the Contractor's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from City's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office (ISO) CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be:
 - (1) the minimum coverage and limits specified in this Agreement; or
 - (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.
- d. Cancellation/Modification. Contractor shall provide ten (10) days written notice to City prior to cancellation or modification of any insurance required by this Agreement.
- e. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of City (if agreed to in a written contract) before City's own insurance shall be called upon to protect it as a named insured.
- f. Subcontractors. Contractor agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, Contractor shall require its subcontractors to agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement. Additionally, Contractor shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of City's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.
- g. Self-Insured Retentions. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.
- h. Waiver of Subrogation. Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General

Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of City, its officers, agents, employees and volunteers for all work performed by Contractor, its employees, agents and subcontractors.

- i. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Contractor of liability in excess of such coverage, nor shall it preclude City from taking such other actions as are available to it under any other provisions of this Agreement or law.
11. Contractor shall comply with all federal, state and local laws and ordinances, including but not limited to the City's storm water regulations, as may be applicable to the performance of services under this Agreement. Failure to comply with local ordinances may result in monetary fines and cancellation of this Agreement. Refer to www.roseville.ca.us/stormwater for links to more information on the City's storm water regulations.
12. In the event that the terms of any attachment or exhibit conflict with any terms of this Agreement, the terms of this Agreement shall control.
13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
14. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.
16. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.
17. For purposes of this Agreement, the terms "Contractor," "Consultant," and "Supplier" are used interchangeably.
18. No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this agreement, Contractor and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
19. Contractor must submit all claims as defined in and in accordance with the claim resolution process set forth in Section 9204 of the Public Contract Code. Each such claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the claim. All claims must be received prior to acceptance of the work.

20. Contractor certifies that Contractor, its employees, directors, officers, agents, subcontractors, vendors, and volunteers are not presently debarred, excluded, suspended, declared ineligible, voluntarily excluded, or proposed for debarment, exclusion, suspension or ineligibility by any federal, state, or local department or agency.
21. This Agreement may be amended via change order, but only if such change order is made in writing, approved by the City, and signed by both parties.
22. CONTRACTOR agrees to defend and indemnify CITY if, despite the parties intent and practice, any venue, agency, or court with competent jurisdiction determines that CONTRACTOR and/or any of its agents, officers, employees, volunteers, independent contractors, or subcontractors, are characterized as employee(s) of CITY.

CONTRACTOR and CITY agree that: (a) CONTRACTOR is free from the control and direction of CITY in connection with the performance of the work; (b) CONTRACTOR is providing services directly to CITY; (c) CONTRACTOR has and will maintain at all relevant times a business license; (d) CONTRACTOR maintains a business location that is separate from CITY; (e) CONTRACTOR is customarily engaged in an independently established business of the same nature as that involved in the work performed hereunder; (f) CONTRACTOR actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from CITY; (g) CONTRACTOR advertises and holds itself out to the public as available to provide the same or similar services; (h) CONTRACTOR provides its own tools, vehicles, and equipment to perform the services; (i) CONTRACTOR has negotiated its own rates; (j) CONTRACTOR set its own hours and location of work in accomplishing CITY's on-call needs; and (k) CONTRACTOR has the right to control the manner and means of accomplishing the result desired and exercises its own expert independent judgement.

The supplier named hereon by the acceptance of this order agrees to the provisions of this document titled "Contract Purchase Agreement" and all accompanying terms, conditions, and attachments.

Roseville Business License No. _____

Contractor License No. 1001125

DIR Registration No. 1000018349

Check mark the applicable company type below:

☒ Corporation

☐ Limited Liability Company

☐ Partnership

☐ Sole Proprietor

City Reserves the right to withhold any payments to contractor in the event of noncompliance with insurance requirements or if required by law.

*Construction T&C
REV 3/21 JS*

**ATTACHMENT A
HUMAN RESOURCES/RISK MANAGEMENT DIVISION
INSURANCE REQUIREMENTS
AGREEMENT OVER FORMAL BID LIMIT OR INVOLVING HIGH RISK ACTIVITIES**

General - Required Coverage/Documentation

- General Liability: \$1 Million per occurrence /\$2 Million aggregate
- Automobile Liability: \$1 Million combined single limit
- Workers' Compensation: Statutory *Must provide a Waiver of subrogation
- Additional Insured Endorsement (AIE) - General Liability policy: CG 20 38 04 13 or an equivalent, blanket endorsement or section of the policy. Endorsement shall cover the City of Roseville, its officers, agents, employees and volunteers as additional insured.
- Policies must be primary and non-contributory
- A 30 day notice of cancellation must be provided
- List certificate holder as: The City of Roseville - Insurance Compliance, PO Box 100085-R1, Duluth, GA 30096

Additional Liability/Insurance Requirements if required by Agreement (and marked below):

Construction: X

General Liability:
\$2 Million/occurrence
\$4 Million aggregate

Design Professional: _____

General Liability:
\$2 Million/occurrence
\$4 Million aggregate
Professional Liability:
\$2 Million/occurrence

Professional Consultant: _____

Professional Liability:
\$1 Million/occurrence

IT Services: _____

Professional Liability:
\$1 Million/occurrence
No auto required

Hazardous Materials: _____

Pollution Liability:
\$1 Million/occurrence

Special Events/Caterers-Vendors: _____

No auto required
No workers' comp required

Professional Counseling/ Psychological: _____

Professional Liability:
\$1 Million/occurrence
No auto required

Pyrotechnics:_____

General Liability:
\$5 Million/occurrence
\$10 Million aggregate
Auto - \$2 Million/occurrence

Chemical/Environmental:_____

General Liability:
\$3 Million/occurrence
\$6 Million aggregate
Pollution – \$2 Million/Occurrence
Auto - \$2 Million/Occurrence

Insurance Submission Process

The City of Roseville Human Resources/Risk Management Department uses a service called EBIX to manage our insurance certificate tracking.

How It Works

- The vendor's contact information is entered into EBIX. EBIX **will** contact the vendor to request proof of insurance.
- The Vendor can forward the request to their Insurance Agent(s) if necessary.
- Vendor/Insurance Agent submits insurance to EBIX by email to roseville@ebix.com or by fax to (770) 325-5727. After faxing or emailing the certificate, please **DO NOT** send the certificate by mail to EBIX. Please do not mail, email or fax any certificates to the City of Roseville.
- Once submitted, EBIX reviews the insurance documentation. If there are deficiencies, EBIX **will** send a follow up letter or email requesting additional information.

Questions Regarding Insurance Submission: Contact EBIX at (951) 652-4239

Questions Regarding Insurance Requirements Contact Risk Management at (916) 774-5202

Asbestos-Containing Materials in City-Owned Buildings

California Health and Safety Code Section 25915 requires that all City of Roseville employees, contractors and lessees be notified annually of the presence of asbestos in City-owned buildings constructed prior to 1979. Please post this notice in an area(s) accessible to all employees, contractors and lessees. Contact Facility Maintenance & Operations at (916) 774-5740 for more information about Asbestos Containing Materials (ACMs) in specific City-owned buildings. For more information about asbestos refer to the OSHA website.

The City of Roseville is committed to maintaining a safe and healthy work environment. The City's Facility Maintenance & Operations staff conducts ongoing inspections to identify and safely manage previously installed asbestos-containing products. Renovation of City-owned buildings **MUST** be reviewed in advance by Facility Maintenance & Operations to ensure the City is in compliance with building codes, Americans with Disabilities Act and that no ACMs are disturbed without proper safeguards. Work that requires removal or repair of ACMs is restricted to trained and qualified persons only. **Facility Maintenance & Operations will need to approve the qualified contractors.**

Use the following measures to protect you and others from exposure to airborne asbestos:

- Presume all building materials contain asbestos until determined otherwise by Facility Maintenance & Operations.
- Do not install walls, closets, cabinets, ceilings.
- Do not remove, cut, drill, sand, grind or otherwise disturb any material in the buildings, including carpet and tile.
- Do not paint (this includes any walls, ceilings, floors and electrostatic painting of office furniture).
- Do not remove any items nailed or screwed to the walls (this includes pictures, cabinets, electrical, etc.).
- Do not go above ceilings, behind walls or into building spaces such as attics and crawlspaces unless these areas have been inspected and cleared by Facility Maintenance & Operations.
- Do not pull cable or wiring through above-ceiling spaces with asbestos.
- Do not install screws, pins, nails or hangers into asbestos ceiling or wall plaster.
- Be careful not to damage walls, ceilings or floors when moving furniture or equipment. It is recommended that Facility Maintenance & Operations be contacted prior to moving furniture or equipment.
- Do not brush, sweep or vacuum textured asbestos ceiling plaster or plaster debris.
- Immediately report any damage or deterioration of suspect building materials to Facility Maintenance & Operations or Risk Management.

It is important to note that the presence of asbestos does not mean you have been exposed. Exposure results when friable asbestos particles are inhaled or ingested. Asbestos becomes friable when material containing asbestos is drilled, sanded or disturbed by remodeling or demolition work or when the ACM has deteriorated. Intact, bonded, sealed or undisturbed asbestos does not pose a hazard.

Employees may review the asbestos survey reports, results of bulk sampling or air monitoring conducted in City-owned buildings. All asbestos data will be available by appointment with Facility Maintenance & Operations.

Contract Purchase Agreement 3001481

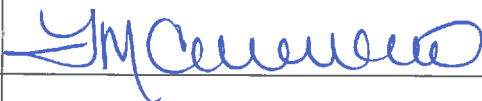
Facilities Built Pre 1979 That May Contain Asbestos	Year Built
Downtown Library - 225 Taylor Street 95678	1974
Carnegie Museum - 557 Lincoln Street 95678	1912
Tower Theatre - 415 Vernon Street 95678	1940
Fire Station #3 - 1300 Cirby Way 95661	1963
Old Corp Yard - 100 Old Corp Yard Road 95678	1940
Water Treatment Plant Operations Bldg.- 9595 Barton Road 95746	1965
Waste Water Treatment Plant Operations Bldg. - 1800 Booth Road 95747	1962
Royer Recreation Bldg. - 190 Park Drive 95678	1950
Fire Museum - 400 Lincoln Street 95678	1930
Diamond Oaks Golf - 349 Diamond Oaks Road 95678	1965
Johnson Pool, 4th & D Street	1950
330 Vernon Street	1940
107 Sutter Avenue	1962

Sign to acknowledge receipt of asbestos notification:

SIGNATURE	 ALICIA STORRS, PRESIDENT
COMPANY NAME	CNW CONSTRUCTION INC
DATE	7.22.2021

Asbestos
Rev 01/16/19

Supplier	
Signature:	
Print Name:	ALICIA STORRS
Title:	PRESIDENT

Supplier	
Signature:	
Print Name:	TERESA GUERRERO
Title:	SECRETARY

City of Roseville, A Municipal Corporation	
Signature:	
Print Name:	Dominick Casey
Title:	City Manager

ORDINANCE NO. 6390

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2021-22
BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY
EFFECTIVE AS AN APPROPRIATION MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2021-22, is hereby amended as listed on the attached budget adjustment for the 116 S. Grant Street Tenant Improvements.

SECTION 2. This ordinance is hereby declared to be an appropriation measure, immediately effective pursuant to the provisions of Section 5.03 of the Charter.

SECTION 3. The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three (3) conspicuous locations in the City and she shall immediately after such posting enter in the ordinance book, under the record of the ordinance, a certificate under her hand stating the time and place of such publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville, this _____ day of _____, 2021, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE: Lori Hogan, Project Coordinator FISCAL YEAR: 2021/2022
PREPARER NAME & TITLE: Eric Campbell, Finance Administrator COUNCIL DATE (if applicable): 8/18/2021
DEPARTMENT/DIVISION: Public Works/Facility Operations ORDINANCE: _____

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6001	6587	84701	500160	2,750,000	Increase the 116 S Grant Street Building Improvements Project
TOTAL				2,750,000	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
TOTAL				-	

NET ADJUSTMENT	2,750,000
----------------	-----------

FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6001				(2,750,000)	Decrease available resources in the Electric Fund
TOTAL				(2,750,000)	

Justification for Budget Adjustment:

This budget adjustment authorizes an additional \$2,750,000 for the 116 S. Grant Street Building Improvements project. Approving this budget adjustment increases the total project budget to \$4,750,000. The \$2,750,000 budget increase will provide project funding for the contract purchase agreement with CNW Construction, Inc. and fund furnishings and fixtures, additional design work for Floors 2 and 3, and necessary building improvements to prepare the building for move-in. Funds are available in the Electric Fund balance to cover this increase for FY2021-22.

REQUIRED APPROVALS:

 Michelle Bertolino / Jul 27, 2021 16:09 PDT	Jul 27, 2021	Alexandra Marquez Digitally signed by Alexandra Marquez Date: 2021.07.28 09:01:06 -07'00'
REQUESTING DEPARTMENT HEAD / DESIGNEE Dennis Kauffman Digitally signed by Dennis Kauffman Date: 2021.07.28 11:43:07 -07'00'	DATE	BUDGET MANAGER / DESIGNEE DATE
CHIEF FINANCIAL OFFICER / DESIGNEE	DATE	CITY MANAGER / DESIGNEE DATE
BUDGET DEPARTMENT USE ONLY:		
POSTED BY	DATE	

Revised: June 24, 2019



COUNCIL COMMUNICATION

CC #: 1662
File #: 0800-02

Title: Monitoring and Transmitting Equipment and Parts for Supervisory Control and Data Acquisition Network - Sole Source Purchase Order
Contact: Blaine Wiegel 916-746-1833 bwiegel@roseville.ca.us

Meeting Date: 8/18/2021
Item #: 6.3.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution authorizing the City Manager to execute a sole source purchase order with Rust Automation & Controls Inc. for monitoring and transmitting equipment and parts. Staff also requests authorization for the City Manager or his designee to execute four (4) optional one (1) year renewals of the purchase order, provided that the applicable budget is approved by the City Council, or until City staff determines that continuing with the same vendor is not in the City's best interest.

BACKGROUND

The Environmental Utilities Department (EUD) has standardized various high performance transmitting and monitoring sensors with Endress+Hauser equipment for the supervisory control and data acquisition (SCADA) network and automation systems of the EUD Water/Wastewater plants and remote sites. Rust Automation & Control Inc. is the exclusive manufacturer's representative for the state of California. Rust Automation is an authorized sales agent working on behalf of Endress+Hauser to provide quotations and proposals, to sell products, and to receive purchase orders in their assigned territory.

FISCAL IMPACT

The estimated annual cost is \$300,000 with funding from the Environmental Utilities Department's FY2021-22 operations budgets in the Water and Wastewater funds. Projected spending for optional renewal years is as follows: \$300,000 FY2022-23, \$300,000 FY2023-24, \$300,000 FY2024-25, and \$300,000 FY2025-26.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines

§15060(c)(3) and §15378.

The purchase of monitoring/transmitting equipment and parts meets the above criteria and is not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F: Invest in a well-planned infrastructure and growth

Respectfully Submitted,

Blaine Wiegel, Preventative Maintenance Coordinator

Richard Plecker, Environmental Utilities Director

A handwritten signature in blue ink, consisting of several overlapping loops and a horizontal line, likely belonging to Dominick Casey.

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 21-366

RESOLUTION NO. 21-366

APPROVING A SOLE SOURCE PURCHASE ORDER FOR MONITORING AND
TRANSMITTING EQUIPMENT AND PARTS

WHEREAS, a sole source purchase order for Monitoring and Transmitting Equipment and Parts for the Supervisory Control and Data Acquisition Network and Automation Systems, between the City of Roseville and Rust Automation & Controls Inc., has been reviewed by the Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said purchase order is hereby approved and the City Manager or his designee is additionally authorized to execute four (4) optional one (1) year renewals of the purchase order, provided that the applicable budget is approved by the City Council, or until City staff determines that continuing with the same vendor is not in the City's best interest.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2021, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



COUNCIL COMMUNICATION

CC #: 1664
File #: 0203-09

Title: Ultraviolet Light Disinfection Equipment - Sole Source Purchase Order
Contact: Blaine Wiegel 916-746-1833 bwiegel@roseville.ca.us

Meeting Date: 8/18/2021
Item #: 6.4.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution authorizing the City Manager to execute a sole source, open annual purchase order, with Trojan Technologies Group ULC to provide ultraviolet disinfection repair/replacement equipment for the Pleasant Grove and Dry Creek Wastewater Treatment Plants. Staff also requests authorization for the City Manager or his designee to execute four (4) optional one (1) year renewals of the purchase order, provided that the applicable budget is approved by the City Council, or until City staff determines that continuing with the same vendor is not in the City's best interest.

BACKGROUND

Wastewater flows at the Dry Creek and Pleasant Grove Wastewater Treatment Plants undergo primary, secondary and tertiary treatment. The water is then disinfected with ultraviolet light systems manufactured by Trojan Technologies. Disinfected water is utilized as Title 22 recycled water or discharged to nearby creeks. The UV system is essential to maintain compliance with each plant's National Pollutant Discharge Elimination System (NPDES) permit and the City's Master Reclamation Permit for recycled water. Both the Dry Creek and Pleasant Grove Wastewater Treatment Plants utilize Trojan 3000 Ultraviolet Light Disinfection systems. Operation and maintenance of the system is similar between the two plants. The UV systems require routine scheduled maintenance to repair and replace equipment such as sensors that help track the reliability of the system and ballasts that power the lamps, which are the core equipment that disinfects the water. Lamp replacement is also required periodically based on hours of operation to ensure good system performance and to meet regulatory requirements. The UV systems require replacement of wiper mechanisms every 10 years. These mechanisms wipe the lamp assemblies clean during operation to ensure the proper dose of UV light is imparted to the water for disinfection. The UV systems at both plants have exceeded the ten-year age and are seeing routine wiper failures. The recommended open annual purchase order will include a programmatic replacement of the wiper systems. Based on historical records and assessed equipment needs over the next five years, the estimated annual costs for UV equipment is \$479,500 for the Dry Creek Wastewater Treatment Plant and \$275,500 for Pleasant Grove. Costs for the Dry Creek Plant are higher because the system has more equipment than Pleasant Grove. Trojan

Technologies guarantees that both of the City's UV systems will meet Title 22 disinfection requirements provided that validated components and replacement parts be used. Trojan Technologies is the sole supplier of such validated components and replacements parts.

FISCAL IMPACT

The estimated annual cost of service is \$755,000 with funding from the Environmental Utilities Department's FY2021-22 Wastewater Fund operations budget. Projected spending for optional renewal years is as follows: \$755,000 FY2022-23, \$755,000 FY2023-24, \$755,000 FY2024-25, and \$755,000 FY2025-26.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378.

The purchase of ultraviolet disinfection repair/replacement equipment meets the above criteria and is not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth
Goal C - Maintain a safe and healthy community

Respectfully Submitted,

Blaine Wiegel, Preventative Maintenance Coordinator

Richard Plecker, Environmental Utilities Director

A handwritten signature in blue ink, consisting of several overlapping loops and a horizontal line, likely belonging to Dominick Casey.

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 21-368

RESOLUTION NO. 21-368

APPROVING A SOLE SOURCE PURCHASE ORDER FOR ULTRAVIOLET
DISINFECTION REPAIR/REPLACEMENT EQUIPMENT

WHEREAS, a sole source purchase order for Ultraviolet Disinfection Repair/Replacement Equipment for the Pleasant Grove and Dry Creek Wastewater Treatment Plants, between the City of Roseville and Trojan Technologies Group ULC, has been reviewed by the Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said purchase order is hereby approved and the City Manager or his designee is additionally authorized to execute four (4) optional one (1) year renewals of the purchase order, provided that the applicable budget is approved by the City Council, or until City staff determines that continuing with the same vendor is not in the City's best interest.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2021, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



COUNCIL COMMUNICATION

CC #: 1675

File #: 0800-02 & 0201-01

Title: Water Well Maintenance and Rehabilitation Project (RFP 08-084) - Professional Services Agreement and Approval of a Budget Adjustment

Contact: Jason Marks 916-342-9573 jtmarks@roseville.ca.us

Meeting Date: 8/18/2021

Item #: 6.5.

RECOMMENDATION TO COUNCIL

Staff recommends that City Council:

- 1) Award a Professional Services Agreement to Jacobs Engineering Group, Inc. (Jacobs) for the Water Well Maintenance and Rehabilitation Project in the amount of \$607,915 and adopt a resolution authorizing the City Manager to execute it on behalf of the City.
- 2) Adopt an ordinance approving a budget adjustment of \$300,000 from available resources in the Water Rehabilitation Fund to fully fund this project.

BACKGROUND

Roseville maintains its commitment to provide safe and reliable water supplies. The City's groundwater facilities and infrastructure provides an important alternate and potential emergency source of water supply. The water supply reliability from these facilities and infrastructure helps aid in meeting the needs of our customers and provides a foundation for a thriving economy.

In order to prolong the life and prevent long-term damage of these groundwater facilities (i.e. specifically the City's six (6) active production wells), it is necessary to perform periodic assessments and conduct routine preventative maintenance and/or rehabilitation.

For this project, staff recommends mechanical well redevelopment at three (3) of the City's four (4) active Aquifer Storage and Recovery (ASR) production wells. The City's other ASR production well was fairly recently redeveloped (approximately 2 years ago), and the City's other non-ASR production well does not appear to require redevelopment at this time.

For this reason, the City published Request for Proposals (RFP) No. 08-084 for professional services in February 2021 to support the Water Well Maintenance and Rehabilitation Project. The scope of these services include:

- An assessment of the City's five (5) active production wells (four (4) ASR, and one (1) non-ASR),
- An assessment of two (2) inactive production wells that were completed as part of developer

agreements. It should be noted, Environmental Utilities (EU) is working with a design consultant as part of another project to develop and procure a construction contractor to complete the production well pump stations and bring these online in the next 2 years.

- Mechanical redevelopment at three (3) of the City's active ASR production wells,
- Recommendations for chemical redevelopment (as needed),
- Abandonment of one (1) inactive old City production well. EU is recommending the destruction of this older production well due to variable water quality and poor construction design.

On March 26, 2021, three (3) consultants submitted proposals in accordance with the RFP. The proposals were evaluated by EU staff and ranked based on the criteria specified in the RFP. Staff determined Jacobs's proposal provided the best value based on the evaluation criteria. Jacobs and their subcontractors will provide the labor, equipment, and materials required to complete the active production well assessments, select active production well redevelopment, and destruction of the single existing older inactive production well.

The Professional Services Agreement is attached (Exhibit A).

FISCAL IMPACT

The total project budget needed for the Water Well Maintenance and Rehabilitation project is \$700,000. The project requires an additional \$300,000 (\$220,000 for contract expenses and \$80,000 for City staff secondary labor) to fully fund the expected \$700,000 cost of the project. The recommended \$300,000 budget adjustment will come from available resources in the Water Rehabilitation Fund.

ENVIRONMENTAL REVIEW

Approval of the Professional Design Service Agreement and adoption of the ordinance approving the proposed budget adjustment are not subject to CEQA, as it applies only to projects which have the potential to cause a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. (CEQA Guidelines §15061(b)(3)).

The proposed Water Well Maintenance and Rehabilitation project involves the maintenance and replacement of existing structures and facilities. This activity is categorically exempt from CEQA as a Class 2 Exemption (State CEQA Guidelines Section 15302). The Exemption has been prepared and no further CEQA action is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Jason Marks, Senior Engineer

Richard Plecker, Environmental Utilities Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 21-379

Professional Services Agreement

Ordinance 6391

Budget Adjustment

RESOLUTION NO. 21-379

APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND JACOBS ENGINEERING GROUP INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a professional services agreement for the water well maintenance and rehabilitation project, by and between the City of Roseville and Jacobs Engineering Group Inc., has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said professional services agreement is hereby approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2021, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

PROFESSIONAL SERVICES AGREEMENT

Project: Water Well Maintenance and Rehabilitation

THIS AGREEMENT is made and entered into this ____ day of _____, 20____,
by and between the City of Roseville, a municipal corporation (“CITY”), and Jacobs
Engineering Group Inc., a Delaware corporation (“CONSULTANT”); and

W I T N E S S E T H:

WHEREAS, CITY desires professional services to manage a limited well assessment for
the City’s wellfield, to provide recommendations and perform mechanical cleaning on three of
the City’s Aquifer Storage and Recovery wells (Wells 7, 8 and 12), properly destroy Well 4
according to State requirements, and provide on call support services related to well
redevelopment, assessment, and operations; and

WHEREAS, CONSULTANT has prepared a proposal in response to RFP # 08-084 dated
June 18, 2021 which describes the scope of work to be performed by CONSULTANT, the
budget for the work, and the schedule for performance of the work; and

WHEREAS, CONSULTANT is qualified and experienced to provide such professional
services.

NOW, THEREFORE, the parties agree as follows:

1. Services. CONSULTANT shall perform, at the direction of CITY, the scope of services as described in EXHIBIT "A," attached hereto and incorporated herein by this reference.

2. Compensation. For its services provided hereunder, CONSULTANT shall be compensated on a time and expense basis in accordance with the budget estimate as described in EXHIBIT "B," attached hereto and incorporated herein by this reference. Total compensation shall not exceed six hundred and seven thousand, nine hundred and fifteen dollars (\$607,915).

CONSULTANT shall submit one monthly invoice for its services. Such invoices shall be delineated by task, the person performing the services, and the hourly rate, which shall be stated in time increments of not greater than one tenth (1/10) hours. CITY shall pay invoices within thirty (30) days after receipt, if the services specified in the invoice have been satisfactorily completed.

3. Indemnification. To the fullest extent allowed by law, CONSULTANT shall defend, indemnify, and save and hold harmless CITY, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of CONSULTANT's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from CITY's negligence or willful misconduct. The parties intend that this provision shall be broadly construed.

CONSULTANT's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by

law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

4. Insurance. CONSULTANT agrees to continuously maintain, in full force and effect, the following minimum policies of insurance during the term of this Agreement.

<u>COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
Workers' Compensation	Statutory
Commercial General Liability	\$1,000,000 each occurrence \$2,000,000 aggregate Personal Injury: \$1,000,000 each occurrence \$2,000,000 aggregate
Automobile Liability	\$1,000,000 combined single limit
Professional Liability (errors and omissions)	\$1,000,000 per claim \$2,000,000 aggregate

a. Form. CONSULTANT shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.

b. Additional Insureds. CONSULTANT shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of CONSULTANT. The additional insured coverage under the CONSULTANT's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the

additional insured coverage shall be at least as broad as the Insurance Services Office (“ISO”) CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds.

c. Cancellation/Modification. CONSULTANT shall provide ten (10) days written notice to CITY prior to cancellation or modification of any insurance required by this Agreement.

d. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of CITY (if agreed to in a written contract) before CITY’s own insurance shall be called upon to protect it as a named insured.

e. Subcontractors. CONSULTANT agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor’s work. Furthermore, CONSULTANT shall require its subcontractors to agree to be bound to CONSULTANT and CITY in the same manner and to the same extent as CONSULTANT is bound to CITY under this Agreement. Additionally, CONSULTANT shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of CITY’s indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.

f. Waiver of Subrogation. CONSULTANT hereby agrees to waive subrogation which any insurer of CONSULTANT may acquire from CONSULTANT by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or

Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of CITY, its officers, agents, employees and volunteers for all work performed by CONSULTANT, its employees, agents and subcontractors.

g. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONSULTANT of liability in excess of such coverage, nor shall it preclude CITY from taking such other actions as are available to it under any other provisions of this Agreement or law.

5. Records. CONSULTANT and its subcontractors shall maintain all files and records relating to the services performed hereunder during the term of this Agreement and for a period of not less than one (1) year after the date of termination or expiration. Provided, however, that in the event of litigation or settlement of claims arising from the performance of this Agreement, CONSULTANT and its subcontractors shall maintain all files and records until such litigation, appeals or claims are resolved. Duly authorized representatives of CITY shall have right of access during normal business hours and after reasonable notice to CONSULTANT's and subcontractors' files and records relating to the services performed hereunder, and may review and copy the files and records at appropriate stages during performance of the services and during the one (1) year period following termination or expiration of this Agreement. CONSULTANT shall include this provisions in its contracts with all subcontractors.

6. Time is of the Essence. Time is of the essence of this Agreement.

7. Compliance with Laws. CONSULTANT shall comply with all federal, state and local laws, ordinances and policies as may be applicable to the performance of services under this Agreement.

8. Ability to Perform. CONSULTANT agrees and represents that it has the time, ability and professional expertise to perform the services required under this Agreement.

9. Standard of Care. The standard of care applicable to CONSULTANT's services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time said services are performed. CONSULTANT will re-perform any services not meeting this standard without additional compensation.

10. Governing Agreement. In the event of any conflict between this Agreement and its EXHIBITS, the provisions of this Agreement shall govern. In the event of any conflict between any of the EXHIBITS, the provisions of the first in order of attachment shall govern.

11. Assignment. CONSULTANT is employed to perform unique personal services. CONSULTANT shall not assign this Agreement without the prior written consent of CITY. CONSULTANT shall not employ or otherwise incur any obligation to pay other specialists or experts for services in connection with this Agreement, without prior written consent of CITY.

12. Independent Contractor. CONSULTANT, inclusive of its agents, officers, employees, volunteers, independent contractors, and subcontractors, shall act as an independent contractor, and covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of CITY by reason of this Agreement.

CONSULTANT and CITY agree that: (a) CONSULTANT is free from the control and direction of CITY in connection with the performance of the work; (b) CONSULTANT is providing services directly to CITY; (c) CONSULTANT has and will maintain at all relevant times a business license; (d) CONSULTANT maintains a business location that is separate from CITY; (e) CONSULTANT is customarily engaged in an independently established business of the same nature as that involved in the work performed hereunder; (f) CONSULTANT actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from CITY; (g) CONSULTANT advertises and holds itself out to the public as available to provide the same or similar services; (h) CONSULTANT provides its own tools, vehicles, and equipment to perform the services; (i) CONSULTANT has negotiated its own rates; (j) CONSULTANT set its own hours and location of work in accomplishing CITY's on-call needs; and (k) CONSULTANT has the right to control the manner and means of accomplishing the result desired and exercises its own expert independent judgement.

13. Representations and Warranties. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to terminate as void this Agreement, without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

14. Successors in Interest. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

15. Copyright, Ownership and Use of Materials. All tangible material (“Material”) created or delivered pursuant to this Agreement is considered a work made for hire under the Copyright Act. To the extent such Material does not qualify as a work made for hire, CONSULTANT hereby assigns to CITY all right, title, and interest, including but not limited to all copyrights, in all Material created by CONSULTANT in its performance under this Agreement. Material constitutes the scope of work outlined in Exhibit A and attached hereto, and all written and other tangible expressions, including but not limited to, drawings (including computer aided drawings), papers, documents, reports, surveys, renderings, exhibits, sketches, maps, models, prints, paintings or photographs, in any and all media or formats in which such materials have been created or are maintained. All Material furnished by CONSULTANT is, and shall remain, the property of CITY.

CONSULTANT shall execute any documents necessary to effectuate such assignment. In the event that CONSULTANT uses, employs, designates, or retains any person or entity who is not an employee of CONSULTANT, to perform any work required of it pursuant to this Agreement, CONSULTANT shall require said person or entity to execute an agreement containing the preceding paragraph.

16. Termination of Agreement. The City may terminate this Agreement without cause by giving CONSULTANT ten (10) days advance written notice from the City Manager. CONSULTANT may terminate this Agreement without cause by giving CITY thirty (30) days advance written notice. In the event of termination through no fault of CONSULTANT, CITY shall compensate CONSULTANT for services performed as of the date of termination, upon the

release to CITY of all Material hereunder, in any and all media or formats in which such materials have been created or are maintained. CITY retains the right to receive and use any Material, notwithstanding any termination or any dispute regarding the amount to be paid.

17. Attorney's Fees; Venue; Governing Law. If either party commences any legal action against the other party arising out of this Agreement or the performance hereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorney's fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

18. Modification. This Agreement and each provision contained herein may be waived, amended, supplemented or eliminated only by mutual written agreement of the parties.

19. Severability. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

20. Notices. Any notices to parties required by this Agreement shall be delivered personally or mailed, U.S. first class postage prepaid, addressed as follows:

CITY OF ROSEVILLE

Jason Marks
Senior Engineer
2005 Hilltop Circle
Roseville, CA 95747

CONSULTANT

Ryan Alward
Senior Hydrologist
2485 Natomas Park Drive, #600
Sacramento, CA 95833

Either party may amend its address for notice by giving notice to the other party in writing.

21. Integrated Agreement. This is an integrated agreement and contains all of the terms, considerations, understanding and promises of the parties. It shall be read as a whole.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ____ day of _____, 20__, and CONSULTANT has caused this Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation

JACOBS ENGINEERING GROUP INC.,
a Delaware corporation

BY: _____
DOMINICK CASEY
City Manager


BY: Leslie Bonneau
its: Client Account Manager

ATTEST:

and

BY: _____
its: _____

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

APPROVED AS TO SUBSTANCE:

BY: 

RICHARD D. PLECKER
Environmental Utilities Director

EXHIBIT “A”



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Suite 600
Sacramento, CA 95833-2937
United States
T +1.916.920.0300
F +1.916.920.8463
www.jacobs.com

EXHIBIT A

June 18, 2021

Attention: Trevor Joseph
City of Roseville
Environmental Utilities
2005 Hilltop Circle
Roseville, CA 95747

Project Name: Water Well Maintenance and Rehabilitation
Project Number: NA

Subject: Scope of Work and Fee for Water Well Maintenance and Rehabilitation Project

Dear Mr. Trevor Joseph

Project Introduction

Jacobs understands that the City is seeking assistance to manage a limited well assessment for their wellfield, to provide recommendations and perform mechanical cleaning on three of the City's ASR wells (Wells 7, 8 and 12), properly destroy Well 4 according to State requirements, and provide on call support services related to well redevelopment, assessment, and operations. The following narrative describes our scope of work, assumptions and deliverables for each Task requested by the RFP.

Task 1 – Project Management

Jacobs will be responsible for all project execution, office administration, invoicing, coordinating work of the subcontractor, and coordinating and reporting the progress of the project to the City. We will be subcontracting well redevelopment services to our partner Eaton Drilling Co., and will provide field oversight to facilitate end to end guidance and delivery for the City.

Our project manager, Ryan Alward, will also maintain a field presence as needed during critical portions of well development and well destruction to provide guidance to our field staff. We plan on producing invoices only during the months when we perform work to reduce the amount of project management time required during periods when work is not being performed.



June 18, 2021

Subject: Scope of Work and Fee for Water Well Maintenance and Rehabilitation Project

To execute the project safely, Jacobs will prepare a project Health and Safety Plan prior to conducting any field work. Each Jacobs employee will be required to review and document their understanding of the plan.

A two-hour project kick-off meeting will be conducted on MS Teams to discuss the schedule and align expectations for a successful completion of the project.

The Jacobs project Manager, Ryan Alward, will be responsible for:

- Monitoring project progress
- Assigning labor resources
- Reviewing the work products along with QA/QC from Kevin Boggs
- Responding to City requests and concerns
- Maintaining communications with City staff to ensure satisfactory completion of the work on schedule and within budget

Assumptions:

None

Deliverables:

Invoices, meeting notes

Task 2 – Limited Well Assessment

This task will be performed to evaluate the redevelopment need for the following six wells: 7, 8, 12, 5, 9, and 18. Well 6 has recently undergone redevelopment and will not require immediate development, and Well 4 is slated for destruction as part of this contract. The data from these two wells will be included in the database for completeness, but development recommendations will not be prepared. Jacobs will provide the City with a request for information to gather the required data.

This evaluation will create a snapshot of the historical and current condition of the City's wells including maintenance history (pump & motor, well cleaning), motor efficiency tests, water quality information, static water level, and pumping water level and flow rate information. The data from the assessment will be entered into an excel workbook, the wells will be prioritized based on redevelopment need, and a recommended preliminary redevelopment plan will be provided for each well.

We will also review and document the operation schedule and historic operations and maintenance (O&M) procedures to determine any optimization that can be implemented to improve the longevity of the system infrastructure.

During our review of the data we will note any data gaps and provide recommendations for the City to close the gaps through future monitoring/record keeping. The data gathered for each well will be included in one master Excel spreadsheet with one worksheet per well. The information documented will show graphs of production data, provide a maintenance history record and preliminary recommendations for redevelopment.



June 18, 2021

Subject: Scope of Work and Fee for Water Well Maintenance and Rehabilitation Project

Assumptions:

We assume that the City will be able to provide data in a digital, tabulated format such as Excel. Other data such as video surveys will be provided through a file transfer site, digitally.

Deliverables:

An excel workbook will be provided that contains the data gathered for each well during the assessment. A Technical Memorandum (TM) will be produced that documents the well assessment process and provides recommendations for the preliminary redevelopment plan for wells 7, 8, 12, 5, 9, and 18, with detailed recommendations for Wells 7, 8, and 12.

Task 3 – Mechanical Well Development

The mechanical well development will be performed for Wells 7, 8, and 12. Only one well per year will be mechanically developed, and the order in which the wells are worked on is recommended below based on review of the Water Systems Engineering water quality results. However, changes may be made based on input from the City and by the results of the limited well assessment performed during Task 2.

The Water Systems Engineering microbiological sampling results from December 2, 2019 provided in the RFP indicate that Well 12 is the only well that exhibited a resident iron bacteria population. The results stated the bacteria present in Well 12, *Gallionella* and *Comamonas kersterii*, may accumulate and block well screens and pumps over time. Based on the review of the WSE analysis results, Well 12 should be redeveloped first, with Wells 7 and 8, which have less excessive elements of fouling observed, following next.

Other considerations for the order of well development will be discussed with the City to perform the mechanical well development at the appropriate time and in the most beneficial order. The general process for the mechanical well development is listed below, however, a specific plan will be developed for each well based on the results of Task 2. We are assuming that good baseline hydraulic information exists for Wells 7, 8, and 12. A kick-off meeting will be conducted at the beginning of each well rehabilitation, for a total of three kick-off meetings. These meetings will take place on Teams and will be 1-hour in duration. We will also perform weekly status update meetings over Teams for up to three meetings per well and they are anticipated to have a 1-hour duration.

We propose to perform the video surveys on Well 9 and Well 18 during the same period as the first full well redevelopment, which may be Well 12. We understand that the City is not currently using these wells and wants to better understand their condition after sitting for several years.

If the results of the video survey indicate that the wells have components of biological film or bacteria, we will provide recommendations to the city for a disinfection and cleaning, which can be performed at a time when the City believes it will be most beneficial to perform this work. This would ideally be completed when the City anticipates the use of the wells to be imminent.

Special equipment required for this process will include two 20,000-gallon temporary tanks and discharge hoses. Eaton will provide a pump rig capable of performing the cleaning and development.



June 18, 2021

Subject: Scope of Work and Fee for Water Well Maintenance and Rehabilitation Project

Assumptions: None

Deliverables: A Technical Memorandum (TM) will be written and provided to the City for each well that is rehabilitated. The video survey results and recommendations for wells 9 and 18 will be provided in the TM for the first rehabilitated well. A total of three TMs will be produced.

Task 4 – Well Abandonment and Destruction

The City would like Well 4, Darling Way Well, destroyed following State requirements. A proper destruction of the Darling Way well is necessary to protect the aquifer from any future contamination that may use the borehole as a pathway to the aquifer. The well was constructed in 1958 to a depth of 304 feet below ground surface (bgs). The well is 'punch perforated' from 175 to 303 feet bgs and the gravel pack is present from ground surface to 303 feet bgs. An annular seal is provided between the conductor casing and the well casing from ground surface to 63 feet bgs. The well log provided by the City shows the zone that is perforated consists of alternating layers of sand and shale. The black sands noted on the log indicate the well is producing from the Mehrten Formation which is the common water supply aquifer for the area.

Eaton Drilling is a licensed C-57 contractor and regularly provides well destruction services. Jacobs, Eaton and the City had a meeting at the well site to modify the well destruction scope. The well house will not be destroyed, and Eaton will remove the pump/motor and flow control valve (FCV) and appurtenances. The City will retain the FCV and FCV appurtenances for future use. The interior of the well house will be stripped of all motor control panels, piping and other appurtenances. The electrical wiring and lights will remain. Eaton will install a 2-inch blow-off valve per the City's standards to terminate the water main at the outside of the building.

The City will provide Eaton with the required well destruction permits and will provide an encroachment permit if necessary. Jacobs will provide field oversight during the destruction.

The process will consist of preparing the well and site for the destruction which includes removing the pump and motor, performing a video survey on the well, demolishing the well pedestal, and cutting the well casing to ground surface or other approved depth. Destruction will then commence using sand cement grout and a well blaster. The planning and oversight will be performed by Jacobs and the destruction process and permit acquisition will be handled by Eaton.

The method of destroying the well will consist of installing a tremie pipe to within 20-feet of the bottom of the well. The well blaster will place charges into the well, and grout will be pumped into the well and allowed to flow through the perforations into the gravel pack and aquifer. Eaton has stated that additional perforations in the casing are not necessary with the blasting method.

When the charges and sand cement are in place, the charges will be detonated. As the grout settles, additional grout will be added as necessary until it flows over the top of the well casing and creates a mushroom. It will be allowed to set over night and if it continues to settle, additional grout will be added the next day.



June 18, 2021

Subject: Scope of Work and Fee for Water Well Maintenance and Rehabilitation Project

Assumptions: The City will provide a well destruction permit to Eaton. If necessary, the City will provide an encroachment permit. The City will select items within the well house that they do not want destroyed and will provide instructions for their removal and storage.

Deliverable: A Technical Memorandum (TM) will be produced after Well 4 is destroyed that documents the destruction process and results.

Task 5 – On-Call Support Services

The City has taken steps to plan and design new ASR water wells to expand their system in the future. The data gathered during the well redevelopment process can be utilized by the City's design team to evaluate the existing wells' design resiliency since they were put into operation. The Jacobs team will remain available to assist the City any time throughout the contract period. The funds for this task will be held in reserve and will only be utilized after instruction from the City provided to Jacobs in writing.

For the on-call support services, we will reserve 240 hours of our staff engineer/geologist time to support the City with varying tasks or assignments. We will be ready to provide support services that can include, but are not limited to:

- Additional mechanical development or chemical cleaning and development planning and oversight
- Water quality sampling and analysis of the City's municipal wells
- Water level measurements or water quality sampling of the City's monitoring wells to assist the City with the groundwater planning efforts
- Other services requested by the City

As requested by the City, we have allocated 60 hours of time for our Senior Hydrogeologists, which will include our Project Manager, our geochemical experts, and our ASR expert, who will be ready to provide services which may include but are not limited to:

- Geochemical analysis and/or modeling of injection water and its interaction with native groundwater and analysis of the extraction water after mixing
- Geochemical review of additional water quality samples for ASR well feasibility assistance
- ASR well operation and maintenance assistance:
 - Our Principal Hydrogeologist, Kevin Bral is an expert in ASR well design, development, operation, pumps, and injection control valves

Ryan Alward will also be available to assist the City with coordinating any further requests for services and planning.

Assumptions: The City will provide written authorization when Task 5 services are required. Jacobs will work with the City to provide a level of effort, schedule, and scope to perform the services.

Deliverables:

To Be Determined

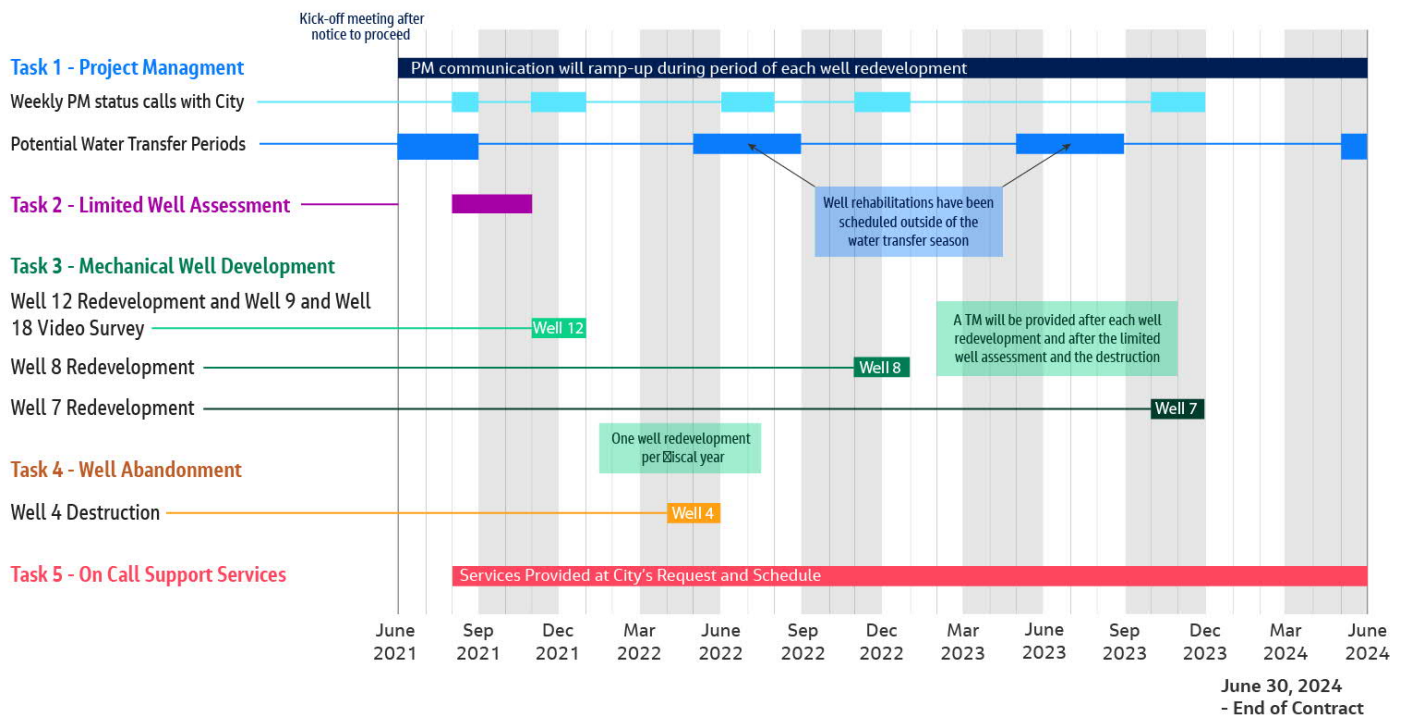


June 18, 2021

Subject: Scope of Work and Fee for Water Well Maintenance and Rehabilitation Project

Schedule:

The following tentative schedule will be followed, and we will remain flexible to make sure the final schedule meets the City's planning and budgetary requirements.



Budget:

The budgetary amount for professional services and expenses are provided in Exhibit B. JACOBS will make reasonable efforts to complete the work within the budget. Jacobs is not obligated to incur costs beyond the indicated budget, as may be adjusted, and the City of Roseville is not obligated to pay Jacobs beyond these limits.

Yours sincerely,

Ryan Alward, PG, CHG
Senior Hydrogeologist
530-680-5756
ryan.alward@jacobs.com

EXHIBIT “B”

Exhibit B: Cost Proposal for Jacobs (RFP 08-084)		Project Controls - TBD Editing/Formatting - Carol Hullinger CJ Porter - Staff Engineer Hydrogeologist - Ryan Alward - Project Manager Geochemist - Brian Schroth - Senior Technologist III Hydrogeologist/Engineer - Kevin Bral - Principal Geochemist - Mark Lucas - Senior Technologist III QA/QC - Kevin Boggs - Principal Jason Junkert - Principal in-Charge Jacobs Eaton Drilling																	
		Hourly Rate	\$ 110	\$ 110	\$ 135	\$ 223	\$ 285	\$ 285	\$ 285	\$ 285	\$ 285	Labor	Subcontractor	Mark-Up on Subcontractor (8%)	Expenses			Total	
Task	Task Description	Hours										(Hours)	(\$)	(\$)	(\$)	Travel Expenses (Mileage, IRS Rate)	Field Equipment/ Water Quality Sampling	Total Expenses (\$)	
1	Project Management (Tasks 1-5)																		
	Project Management				32				4		36	\$ 8,276							
	Project Controls	12									12	\$ 1,320							
	QA/QC				8		6			12	26	\$ 6,914							
	Subcontractor Management				12					2	14	\$ 3,246							
	HSE			1	6						7	\$ 1,473							
	Project Kick-off meeting			2	3		2				7	\$ 1,509							
	Task 1 - Subtotal	12	0	3	61	0	8	0	4	14	102	\$ 22,738	0		0	0	0	\$ 22,738.00	
2	Limited Well Assessment																		
	Request for Information			4	2						6	986							
	Review Well and WQ Data			16	24	16	4	4			64	14352							
	Entering well data			40	8						48	7184							
	Meeting for Recommendation presentation			4	2		2				8	1556							
	Technical Memorandum Draft		2	16	4		2		2		26	4412							
	Technical Memorandum Final		2	4	4						10	1652							
	Task 2 - Subtotal	0	4	84	44	16	8	4	2	0	162	\$ 30,142	0		0		0	\$ 30,142.00	
3	Mechanical Well Development																		
3.1	Well 12 Redevelopment																		
	Create Well Rehab Specs			12	8		4				24	\$ 4,544	\$ 68,242.00	\$ 5,459.36					
	Collect WSE Samples (X4) (2x before, 2x after redevelopment)			12		4					16	\$ 2,760				\$ 3,000	\$ 3,000		
	Video Survey Review (x2)			12	2						14	\$ 2,066			\$ 42		\$ 42		
	Finalize mechanical development plan		2	12	8		2				24	\$ 4,194							
	Kick-off meeting			2	2		2				6	\$ 1,286							
	Weekly Meetings (x3)			3	6		3				12	\$ 2,598							
	Meeting - present rehabilitation results			2	2		2				6	\$ 1,286							
	Meeting - reserved meeting for communication			2	2		2				6	\$ 1,286							
	Brushing and dual-swab			50	8		2				60	\$ 9,104			\$ 64	\$ 400	\$ 464		
	Disinfection			30	8						38	\$ 5,834			\$ 64		\$ 64		
	Re-installation of pump/motor			10	4						14	\$ 2,242			\$ 42		\$ 42		
	Step-Test and Constant-Rate Test			20	4						24	\$ 3,592			\$ 42		\$ 42		
	Prepare TM		2	16	6		1		2		27	\$ 4,573							
3.2	Well 8 Redevelopment												\$ 68,242	\$ 5,459					
	Video Survey Review (x2)			12	2						14	\$ 2,066			\$ 42		\$ 42		
	Collect WSE Samples (X4) (2x before, 2x after redevelopment)			12		4					16	\$ 2,760				\$ 3,000	3000		
	Finalize mechanical development plan		2	12	8		2				24	\$ 4,194							
	Kick-off meeting			2	2		2				6	\$ 1,286							
	Weekly Meetings (x3)			3	6		3				12	\$ 2,598							
	Meeting - present rehabilitation results			2	2		2				6	\$ 1,286							
	Meeting - reserved meeting for communication			2	2		2				6	\$ 1,286							
	Brushing and dual-swab			50	8		2				60	\$ 9,104			\$ 64	400	\$ 464		

Exhibit B: Cost Proposal for Jacobs (RFP 08-084)		Project Controls - TBD Editing/Formatting - Carol Hullinger CJ Porter - Staff Engineer Hydrogeologist - Ryan Alward - Project Manager Geochemist - Brian Schroth - Senior Technologist III Hydrogeologist/Engineer - Kevin Bral - Principal Geochemist - Mark Lucas - Senior Technologist III QA/QC - Kevin Boggs - Principal Jason Junkert - Principal-in-Charge Jacobs Eaton Drilling																
Hourly Rate		\$ 110	\$ 110	\$ 135	\$ 223	\$ 285	\$ 285	\$ 285	\$ 285	\$ 285	Labor		Subcontractor	Mark-Up on Subcontractor (8%)	Expenses			Total
Task	Task Description	Hours									(Hours)	(%)	(%)	(%)	Travel Expenses (Mileage, IRS Rate)	Field Equipment/ Water Quality Sampling	Total Expenses (\$)	
	Disinfection			30	8						38	\$ 5,834			\$ 64		\$ 64	
	Re-installation of pump/motor			10	4						14	\$ 2,242			\$ 42		\$ 42	
	Step-Test and Constant-Rate Test			20	4						24	\$ 3,592			\$ 42		\$ 42	
	Prepare TM		2	16	6		1		2		27	\$ 4,573						
3.3	Well 7 Redevelopment												\$ 68,242	\$ 5,459				
	Video Survey Review (x2)			12	2						14	\$ 2,066			\$ 42		\$ 42	
	Collect WSE Samples (X4) (2x before, 2x after redevelopment)			12		4					16	\$ 2,760				\$ 3,000	\$ 3,000	
	Finalize mechanical development plan		2	12	8		2				24	\$ 4,194						
	Kick-off meeting			2	2		2				6	\$ 1,286						
	Weekly Meetings (x3)			3	6		3				12	\$ 2,598						
	Meeting - present rehabilitation results			2	2		2				6	\$ 1,286						
	Meeting - reserved meeting for communication			2	2		2				6	\$ 1,286						
	Brushing and dual-swab			50	8		2				60	\$ 9,104			\$ 64	\$ 400	\$ 464	
	Disinfection			30	8						38	\$ 5,834			\$ 64		\$ 64	
	Re-installation of pump/motor			10	4						14	\$ 2,242			\$ 42		\$ 42	
	Step-Test and Constant-Rate Test			20	4						24	\$ 3,592			\$ 42		\$ 42	
	Prepare TM		2	16	6		1		2		27	\$ 4,573						
3.4	Well 9 and 18 Video Surveys												\$ 1,900	\$ 152				
	Video Survey Review (x2)			12	4						16	\$ 2,512			\$ 42		\$ 42	
	Planning for video survey			2	2						4	\$ 716						
	Incorporating Survey results into TM			4	2		1		1		8	\$ 1,556						
Task 3 - Subtotal		0	12	543	172	12	47	0	7	0	793	\$ 131,791	\$ 206,626	\$ 16,530.08	804.8	\$ 10,200	\$ 11,005	\$ 365,951.88
4	Well Abandonment and Destruction																	
	Well Destruction Planning			8	16		4		1		29	\$ 6,073	\$ 114,481	\$ 9,158				
	Well Destruction Oversight			32	8						40	\$ 6,104			\$ 148		\$ 148	
	Well Destruction TM		2	16	6		2		2		28	\$ 4,858						
Task 4 - Subtotal		0	2	56	30	0	6	0	3	0	97	\$ 17,035	\$ 114,481	\$ 9,158	\$ 148	0	\$ 148	\$ 140,822.88
5	On Call Services																	
	Staff Hydrogeologist			240							240	\$ 32,400						
	Senior Hydrogeologist				20		40				60	\$ 15,860						
Task 5 - Subtotal		0	0	240	20	0	40	0	0	0	300	\$ 48,260	0	0	0	0	0	\$ 48,260.00
1-5	Project Total	12	18	926	327	28	109	4	16	14	1454	\$ 249,966.00	\$ 321,107	\$ 25,689	\$ 953	\$ 10,200	\$ 11,153	\$ 607,915

Notes and Expense explanation:

Jacobs will request to be reimbursed by the City for the following expenses:

- WSE water quality analyses and shipping (Estimate \$3,000 per well for 4 samples, analysis/recommendation costs and shipping)

- Mileage at IRS rate of \$0.53/mile (Mileage will be charged from Jacobs office to site)

- Pressure transducer and water level sounder rental (Estimate \$400 per well)

- Eaton Drilling Bid Schedules are provided as PDF.

Summary: Tasks 1-5

Total Labor Costs	\$	249,966
Subcontractor (Inc. 8% markup)	\$	346,796
Expenses	\$	11,153
Project Total	\$	607,915



SECRETARY CERTIFICATE

I, Justin Johnson, Secretary of Jacobs Engineering Group Inc., do hereby certify that Leslie Bonneau, is Client Account Manager and Delegated Signer of Jacobs Engineering Group Inc., and has been granted authority in accordance with our Signature Authority Policy to execute documents on behalf of the Company.

Dated this 22nd day of July 2021.

CORPORATE SEAL



A handwritten signature in blue ink, appearing to read "Justin Johnson", written over a horizontal line.

Justin Johnson, Secretary

ORDINANCE NO. 6391

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2021-22
BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY
EFFECTIVE AS AN APPROPRIATION MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2021-22, is hereby amended as listed on the attached budget adjustment for the Water Well Maintenance and Rehabilitation Project.

SECTION 2. This ordinance is hereby declared to be an appropriation measure, immediately effective pursuant to the provisions of Section 5.03 of the Charter.

SECTION 3. The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three (3) conspicuous locations in the City and she shall immediately after such posting enter in the ordinance book, under the record of the ordinance, a certificate under her hand stating the time and place of such publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville, this _____ day of _____, 2021, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE: Jason Marks, Senior Engineer FISCAL YEAR: 2021-22
PREPARER NAME & TITLE: Nancy Rothlisberger, Sr. EU Business Analyst COUNCIL DATE (if applicable): 8/18/2021
DEPARTMENT/DIVISION: EU/Water ORDINANCE: _____

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6130	5301	84001	500152	220,000	Professional design services agreement - project #500152
6130	5080	84001	500152	80,000	Secondary labor - project #500152
TOTAL				300,000	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
TOTAL				-	

NET ADJUSTMENT	300,000
----------------	---------

FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6130				(300,000)	Reduce available resources in the Water Rehabilitation Fund - project #500152
TOTAL				(300,000)	

Justification for Budget Adjustment:

The Well Rehabilitation - Development and Retrofit project (#500152) requires an additional \$300,000 to fully fund a new professional design services agreement with Jacobs Engineering Group (total agreement is \$607,915). This budget adjustment will provide an additional \$220,000 for professional services and \$80,000 for staff secondary labor. The reimbursement for staff secondary labor is budgeted in the Water Operations Fund for FY2022 (and will be included in that same budget for FY2023). The new amended project budget will be \$700,000.

		REQUIRED APPROVALS:			
7/27/21				Digitally signed by Paula Sabo Date: 2021.07.27 16:36:46 -07'00'	
REQUESTING DEPARTMENT HEAD / DESIGNEE		DATE		BUDGET MANAGER / DESIGNEE	
Dennis Kauffman		Digitally signed by Dennis Kauffman Date: 2021.07.28 10:53:05 -07'00'			
CHIEF FINANCIAL OFFICER / DESIGNEE		DATE		CITY MANAGER / DESIGNEE	
BUDGET DEPARTMENT USE ONLY:					
POSTED BY		DATE			

Revised: June 24, 2019



COUNCIL COMMUNICATION

CC #: 1657
File #: 0704-01

Title: Fitness Court Equipment - Sole Source Purchase Order
Contact: Tara Gee 916-774-5253 tgee@roseville.ca.us

Meeting Date: 8/18/2021
Item #: 6.6.

RECOMMENDATION TO COUNCIL

Staff recommends that the Council approve a Purchase Order in the amount of \$119,194.29 with National Fitness Campaign to purchase fitness court equipment for Maidu Regional Park.

BACKGROUND

In March 2021, Council approved a resolution to accept a grant award of \$25,000 from the California Park & Recreation Society and the National Fitness Campaign. The grant amount is applied to offset the total cost of the equipment and services. The National Fitness Campaign offers a unique program that not only provides fitness equipment in an outdoor hard court environment, but also online systems for individual training programs for users of all levels as well as train the trainer sessions to allow the City to create fitness programs using this fitness court. The combination of fitness equipment and programming allows the City to reach a larger segment of our community. This unique aspect, along with the grant, provides justification for a sole source purchase.

FISCAL IMPACT

Outside of the \$25,000 grant award, the remainder of the budget for this project was included in the FY2021-22 Capital Improvement Program (CIP) budget. The total project cost is \$130,000 and includes a concrete pad and installation. Maintenance costs will be minimal. Funding for maintenance is provided by the General Fund.

ENVIRONMENTAL REVIEW

The proposed project involves the minor alteration of an existing facility. This activity is categorically exempt from CEQA as a Class 1 Exemption (State CEQA Guidelines Section 15301). The Exemption has been prepared and no further CEQA action is required.

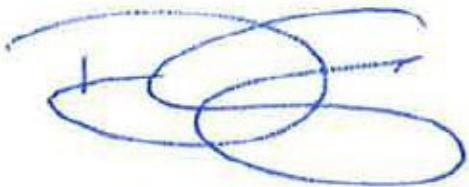
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world
Goal C - Maintain a safe and healthy community
Goal E - Deliver exceptional city services

Respectfully Submitted,

Tara Gee, Park Planning & Development Superintendent

Jill Geller, Parks, Recreation & Libraries Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Purchase requisition



Requisition 8012939 (119,194.29 USD)

Report Date 7/22/21 4:50 PM
Page 1 of 1

Requisitioning BU City of Roseville BU
Entered By Stacie Marchetti
Status Approved
Description Supply materials for Fitness Court at Maidu per National Fitness Campaign
Emergency Requisition No

Requisition Amount 119,194.29 USD
Approval Amount 119,194.29 USD
Procurement Card Justification
Funds Status Reserved

Lines

Line	Item	Description	Category Name	Qty.	UOM	Price	Amount (USD)	Status	Funds Status
1		Supply materials for Fitness Court at Maidu per National Fitness Campaign		119194.29	DOLLAR	1.00 USD	119,194.29	Approved	Reserved

Requester Stacie Marchetti	Supplier National Fitness Campaign LP
Urgent No	New Supplier No
Requested Delivery Date 6/30/22	Supplier Site Address1 PO Box 2367, San Francisco, CA 94111, San Francisco
Deliver-to Location Type Internal	Supplier Contact Mike Cole
Deliver-to Location 316 Vernon - Parks, Recreation and Libraries	Contact Phone (916)8718950
Deliver-to Address 316 Vernon St Suite 400, Parks, Recreation and Libraries, Roseville, CA 95678, Placer, UNITED STATES	Supplier Item
Destination Type Expense	Note to Supplier
Subinventory	Note to Receiver
Note to Buyer	

Attachments

Title	File Name or URL	Description
Note to Buyer	If possible, the goal is to ma...	Timeline
0 - City of Roseville CA Quote	0 - City of Roseville CA Quote # QU0546 Maidu.pdf	Quote
SoleSourceForm_NFC - TG and JG	SoleSourceForm_NFC - TG and JG Sign.pdf	Sole Source Justification

Distributions

Distribution	Charge Account	Budget Date	Percentage	Quantity	Amount (USD)	Funds Status
1	3303.6587.84001.700027.0000.0000.00000	7/12/21	50.337981794262	59999.99999999852	60,000.00	Reserved
2	3130.6587.84001.700027.0000.0000.00000	7/12/21	49.662018205738	59194.290000000148	59,194.29	Reserved

End of Report



COUNCIL COMMUNICATION

CC #: 1677
File #: 0203-06

Title: Technology Equipment – Purchase Order Renewal
Contact: Sage Armstrong 916-774-5679 sarmstrong@roseville.ca.us

Meeting Date: 8/18/2021
Item #: 6.7.

RECOMMENDATION TO COUNCIL

Staff recommends City Council approve the renewal of an open purchase order with Dell Marketing, L.P. for Roseville Electric's purchases of general technology equipment and supporting software on an as-needed basis.

BACKGROUND

RE supports and maintains industrial control systems which provide critical information on the output, status, and conditions of distribution and generation operational environments. These control systems utilize proprietary and general technology equipment including network routers and switches, desktop computers, servers, and accessories. In order to take advantage of competitive pricing for general technology equipment and related software, RE is utilizing an open purchase order, piggybacking on the following existing contract:

- Dell Marketing, LP utilizing Western States Contracting Alliance - National Association of State Procurement Officials (WSCA-NASPO) ValuePoint Cooperative master agreement number MNWNC-108 with the State of California Participating Addendum number 7-15-70-34-003.

This contract is extended through July 31, 2022, so staff is seeking the approval for renewing the purchase order by continuing to utilize the extended contract.

In addition, the Dell Marketing, LP purchase order was initially authorized by Council on a combined basis with vendor CDW-G on November 16, 2018. Roseville Electric is seeking to renew this purchase order on an individual basis due to two different renewal dates between Dell Marketing, LP and CDW-G.

FISCAL IMPACT

The total cost of the hardware and software purchases will not exceed \$120,000. Funding is included in the Electric Department operations fund FY2021-22 budget.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. Approval of a purchase order renewal meets the above criteria and is not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal E - Deliver exceptional city services

Respectfully Submitted,

Sage Armstrong, Electric Technology System Administrator

Michelle Bertolino, Electric Utility Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Naspo ValuePoint Master Agreement MNWNC-108

MNWNC-108 Dell Amendment 3

AMENDMENT NO. 2 TO CONTRACT MNWNC-108

THIS AMENDMENT is by and between the State of Minnesota, acting through its commissioner of Administration ("State"), and Dell Marketing L.P., One Dell Way, Mailstop RR1-33 Legal, Round Rock, TX 78682 ("Contract Vendor").

WHEREAS, the State has a Contract with the Contract Vendor identified as Contract No. MNWNC-108, April 1, 2015, through March 31, 2020 ("Contract"), to provide Computer Equipment: Desktops, Laptops, Tablets, Servers, and Storage, including Related Peripherals and Services; and

WHEREAS, Minn. Stat. § 16C.03, subd. 5, affords the commissioner of Administration, or delegate pursuant to Minn. Stat. § 16C.03, subd. 16, the authority to amend contracts; and

WHEREAS, the terms of the Contract allow the State to amend the Contract as specified herein, upon the mutual agreement of the Office of State Procurement and the Contract Vendor in a fully executed amendment to the Contract.

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

1. That Contract No. MNWNC-108 is extended through July 31, 2021, at the same terms, conditions, and prices.

This Amendment is effective beginning April 1, 2020, or upon the date that the final required signatures are obtained, whichever occurs later, and shall remain in effect through contract expiration, or until the Contract is canceled, whichever occurs first.

Except as herein amended, the provisions of the Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed intending to be bound thereby.

1. DELL MARKETING L.P. The Contractor certifies that the appropriate person(s) have executed this Amendment on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances. By: <u>[Signature]</u> Signature <u>Bodie Robbins</u> Printed Name Title: <u>Sr. Contract Manager</u> Date: <u>12/19/19</u> By: _____ Signature Printed Name Title: _____ Date: _____	2. OFFICE OF STATE PROCUREMENT In accordance with Minn. Stat. § 16C.03, subd. 3. By: <u>[Signature]</u> Title: <u>Acquisition Management Specialist</u> Date: <u>1.27.2020</u> 3. COMMISSIONER OF ADMINISTRATION Or delegated representative. By: <u>[Signature]</u> Date: <u>1/27/2020</u>
--	---

AMENDMENT NO. 1 TO CONTRACT NO. MNWNC-108

THIS AMENDMENT is by and between the State of Minnesota, acting through its commissioner of Administration ("State"), and Dell Marketing L.P., One Dell Way, Mailstop RR1-33 Legal, Round Rock, TX 78682 ("Contract Vendor").

WHEREAS, the State has a Contract with the Contract Vendor identified as Contract No. MNWNC-108, April 1, 2015, through March 31, 2017 ("Contract"), to provide Computer Equipment: (Desktops, Servers, and Storage including Related Peripherals and Services); and

WHEREAS, Minn. Stat. § 16C.03, subd. 5, affords the commissioner of Administration, or delegate pursuant to Minn. Stat. § 16C.03, subd. 16, the authority to amend contracts; and

WHEREAS, the terms of the Contract allow the State to amend the Contract as specified herein, upon the mutual agreement of the Materials Management Division and the Contract Vendor in a fully executed amendment to the Contract.

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

1. That Contract No. MNWNC-108 is extended through March 31, 2020, at the same terms and conditions.
2. The Contract Vendor shall provide Computer Equipment: (Desktops, Servers, and Storage including Related Peripherals and Services) at the prices set forth on the attached Exhibit B, Pricing Schedule.

This Amendment is effective beginning April 1, 2017, or upon the date that the final required signatures are obtained, whichever occurs later, and shall remain in effect through contract expiration, or until the Contract is canceled, whichever occurs first.

Except as herein amended, the provisions of the Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed intending to be bound thereby.

1. DELL MARKETING, L.P. The Contractor certifies that the appropriate person(s) have executed this Amendment on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances. By: <u>D. Wigington</u> Signature Diane Wigington Printed Name Title: <u>Contracts Program Manager</u> Date: <u>02/14/2017</u> By: _____ Signature Printed Name Title: _____ Date: _____	2. OFFICE OF STATE PROCUREMENT In accordance with Minn. Stat. § 16C.03, subd. 3. By: <u>Andy Doran</u> Title: <u>Acquisition Management Specialist</u> Date: <u>2/15/17</u> 3. COMMISSIONER OF ADMINISTRATION Or delegated representative. By: <u>Lucy J. Jarameth</u> Date: <u>2/16/2017</u>
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MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

1. BASELINE PRICING DELL RETAIL PRICE LIST		
LINK: http://ftpbox.us.dell.com/slg/weekly/dellpricereport.pdf		
2. BAND DISCOUNTS – (CATEGORY EXCEPTIONS APPLICABLE IN ALL BANDS)		
	DELL CATEGORY	MINIMUM DISCOUNT
BAND 1 DESKTOP	A	15%
BAND 2 LAPTOP	A	15%
BAND 3 TABLET	H	4%
BAND 4 SERVER	A	13.5%
BAND 5 STORAGE	A	13.5%
IMPORTANT: The minimum discount is provided, refer to Contract Vendor's Website for any additional discounts and request a quote for bulk/volume discounts. All prices shall be FOB Destination, prepaid and allowed (with freight included in the price). If there is a special case where inside delivery fee must be charged, the Contract Vendor will notify the customer in advance.		
CATEGORY EXCEPTIONS:		
Toner	F	1.5%
Value Latitude, OptiPlex, Workstation, Selected Products	H	4%
Selected Promo Offers; Inspiron; Selected Latitude; SC PowerEdge; Selected Dell EMC; Dell Branded Peripherals/Imaging: PowerConnect, Axim, Projector, Printer	S	2.5%
Spare Parts, selected Dimension Brand	U, W, Z	5%
3. THIRD PARTY PRODUCTS - (APPLICABLE IN ALL BANDS)		
	M	5.5%
CATEGORY EXCEPTIONS:		
Selected Third Party Products (software and peripherals)	X	5%
Selected Third Party Printers	F	1.5%
4. SERVICES		
Services are at the option of Participating States. Participating Addendums by each State may address service agreement terms and related travel. States may negotiate additional services. The majority of Dell-branded hardware includes a one-year warranty. Customer may purchase warranty upgrades for 2, 3, 4 or 5 years for certain Dell-branded hardware as offered by Dell. For Dell standard warranty information, see http://www.dell.com/learn/us/en/uscorp1/solutions/limited-hardware-warranties		
Selected Service on Poweredge Departmental Servers; Directline Service; 4-Hr On-Site Critical Care Plus; Business Care Plus On-Site Service (all years)	O	13.3%
On-site – Next Business Day; On-site (extended yrs); Critical Care On-site Service (all yrs); other svcs	R, Z, Z1&ZS	5%
5. LEASING		
Participating Addendum may identify if and how leasing agreement terms will be conducted.		
6. ADDITIONAL DISCOUNTS – Request a quote for discounts on bulk/volume purchases.		
a. Per Transaction Multiple Unit: Contact your Sales Representative for additional discounts for volume purchases.		
Minimum Dollar Volume Associated with Single Transaction	Maximum Dollar Volume Associated with Single Transaction	Cat A only, Single Transaction, Maximum of 10 ship to Locations
\$50,000.00	\$99,999.99	Greater than or Equal to 1%
\$100,000.00	\$199,999.99	Greater than or Equal to 2%
\$200,000.00	\$499,999.99	Greater than or Equal to 4%
\$500,000.00	\$999,999.99	Greater than or Equal to 6%
\$1,000,000.00	No Maximum	Greater than or Equal to 8%
b. Cumulative: Cumulative Discounts are managed at the Master Agreement Level based on total volume.		
Cumulative Dell Spend "Gates"	Category A Discount (Adjustment to the Matrix)	
Up to \$2B	13.5%	
\$2B to \$4B	14%	
\$4B to \$6B	14.5%	
\$6B to \$8B	15%	
\$8B to \$10B	15.5%	
Over \$10B	16%	
c. Other Discounts provided: For purchases made online via Dell.com, Dell offers an additional 0.5% per category, except for Category O. For online purchases of Category O Services, Dell will offer a 13.5% discount.		



STATE OF MINNESOTA
Materials Management Division
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155
Voice: 651.296.2600
Fax: 651.297.3996



**MINNESOTA WCSA-NASPO MASTER AGREEMENT AWARD
WITH
DELL MARKETING, L.P.
FOR**

**COMPUTER EQUIPMENT: (Desktops, Laptops, Tablets, Servers and Storage
including Related Peripherals & Services)**

To: Dell Marketing L. P.
One Dell Way
Mailstop 8707 *RR1-33 Legal 8m*
Round Rock, TX 78682 *2/26/15*
Contract Vendor Administrator: Diane Wigington
Email: Diane.Wigington@dell.com
Phone: (512) 728-4805

CONTRACT NO: MNWNC-108

CONTRACT PERIOD: April 1, 2015, or upon final executed signatures, whichever is later

THROUGH March 31, 2017

EXTENSION OPTION: UP TO 36 MONTHS

You are hereby notified that your response to our solicitation, which opened January 31, 2014, is accepted. The following documents, in order of precedence, are incorporated herein by reference and constitute the entire Contract between you and the State: 1. A Participating Entity's Participating Addendum ("PA") A Participating Entity's Participating Addendum shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contract Vendor under the Terms of Minnesota WCSA-NASPO Master Agreement.; 2. Minnesota WCSA-NASPO Master Agreement (includes negotiated Terms and Conditions); 3. The Solicitation; and 4. the Contract Vendor's response to the Solicitation. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

1. DELL MARKETING L. P.

The Contractor certifies that the appropriate person(s) have executed this Agreement on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: *Stephanie G. Miller*
Signature
Stephanie G. Miller
Printed Name
Title: Contract Manager / Senior Manager 8m
Date: 16 February 2015
By: _____
Signature
Printed Name
Title: _____
Date: _____

2. MINNESOTA MATERIALS MANAGEMENT DIVISION

In accordance with Minn. Stat. § 16C.03, subd. 3.

By: *Jane K. Kelle*
Signature
Title: Master Agreement Administrator
Date: 2/18/15

3. MINNESOTA COMMISSIONER OF ADMINISTRATION
Or delegated representative.

By: Original signed
Date: _____

MAR 03 2015

By Lucas J. Jannett



COMPUTER EQUIPMENT 2014-2019



MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

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COMPUTER EQUIPMENT 2014-2019



MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD SUMMARY

1. **BACKGROUND.** The State of Minnesota, Department of Administration, Materials Management Division publicly posted a Request for Proposal on behalf of the State of Minnesota and WSCA-NASPO Cooperative Procurement Program ("WSCA-NASPO") resulting in a Master Agreement Award. After evaluation by a multi-state sourcing team the solicitation resulted in this Minnesota WSCA-NASPO Master Agreements with qualified manufacturers for:

Computer Equipment (Desktops, Laptops, Tablets, Servers, and Storage including related Peripherals & Services.

The original solicitation contains the requirements and definitions establishing the following Product Bands allowed on the Master Agreement. The configuration limits and restrictions for this Master Agreement are provided below. Participating Entities may revise these in their Participating Addendum. **Bands awarded are identified below:**

Band 1: Desktop	Band 3: Tablet	Band 5: Storage
Band 2: Laptop	Band 4: Server	

The original solicitation included Band 6: Ruggedized. This band has been removed and ruggedized equipment will be allowed in Bands 1-5. The original solicitation and responses may be found on the WSCA-NASPO Website.

2. **EFFECTIVE DATE:** The Master Agreement contract term will begin on April 1, 2015, or upon final executed signatures, whichever is later, through March 31, 2017 with the option to extend up to 36 months, upon agreement by both parties. Contract Sales may not begin until the Website, Product and Service Schedule and third party products have been approved by the Master Agreement Administrator.
3. **PARTICIPATION.** All authorized governmental entities in any State are welcome to use the resulting Master Agreements through WSCA-NASPO with the approval of the State Chief Procurement Official. Contract Vendors are able to sign Participating Addendums (PA) at the option of Participating States. Participating States reserve the right to add State specific terms and conditions and modify the scope of the contract in their Participating Addendum as allowed by the Master Agreement.
4. **CONFIGURATION DOLLAR LIMITS.** The following configuration limits apply to the Master Agreement. Participating States may define their configuration limits in their participating addendum. The Participating State's Chief Procurement Official may increase or decrease the configuration limits, as defined in their Participating Addendum. The Participating State will determine with the Contract Vendor how to approve these modifications to the State's Product and Service Schedule.

The dollar limits identified below are based on a **SINGLE** computer configuration. This is **NOT** a restriction on the purchase of multiple configurations (e.g. an entity could purchase 10 laptops @ \$10,000 for a total purchase price of \$100,000).

ITEM	CONFIGURATION*
Server	\$500,000
Storage	\$500,000
Desktops	\$ 10,000
Laptops	\$ 10,000
Tablets	\$ 5,000
Peripherals	\$ 5,000
Services	Addressed by each State in participating addendum

* Configuration is defined as the combination of hardware and software components that make up the total functioning system. Software purchases are considered a part of the configuration limit of the equipment.

5. **RESTRICTIONS.** The following restrictions apply to the Master Agreement. A Participating State may set further restrictions of products in their Participating Addendum. The Participating State will determine with the Contract Vendor how to approve these modifications to the State's Product and Service Schedule.

a. Software

1. Software is restricted to operating systems and commercial off-the-shelf (COTS) software and is subject to equipment configuration limits.
2. Software is an option which must be related to the procurement of equipment.
3. Software must be pre-loaded or provided as an electronic link with the initial purchase of equipment.
4. Software such as middleware which is not always installed on the equipment, but is related to storage and server equipment (Band 4&5) purchased, is allowed and may be procured after the initial purchase of equipment.

b. Services

1. Services must be related to the procurement of equipment.
2. Service limits will be addressed by each State.
3. Wireless phone and internet service is not allowed.
4. Cloud Services including acquisitions structured as managed on-site services are not allowed.
5. Managed Print Services are not allowed.

c. Third Party Products.

1. Contract Vendors can only offer Third Party Products in the bands they have been awarded.
2. Contract Vendor cannot offer products manufactured by another Contract Vendor holding a Minnesota WSCA-NASPO Master Agreement unless approved by the Lead State.

d. Additional Product/Services

1. Hardware and software required to solely support wide area network (WAN) operation and management are not allowed.
2. Lease/Rentals of equipment may be allowed and will be addressed by each State.
3. Cellular Phone Equipment is not allowed.
4. EPEAT Bronze requirement may be waived, on a State case by case basis, if approved by the State's Chief Procurement Officer.

6. **PARTNER UTILIZATION:** Each state represented by WSCA-NASPO that chooses to participate in this Master Agreement independently has the option of utilizing partners. Only partners approved by the Participating State may be deployed. The participating State will define the process to add and remove partners in their participating addendum.



COMPUTER EQUIPMENT 2014-2019



MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT A - TERMS & CONDITIONS

MASTER AGREEMENT TERMS AND CONDITIONS

A. GENERAL TERMS, CONDITIONS & INSTRUCTIONS

1. **ACCEPTANCE OF TERMS AND CONDITIONS.** The contents of the RFP and the response of the successful responder will become Master Agreement contractual obligations, along with the final Master Agreement, if acquisition action ensues. A statement of acceptance of the proposed Contract Terms and Conditions, unless taken exception to, as specified in the RFP must be included in the response. Any suggestions for alternate language shall be presented. The Lead State is under no obligation to accept wording changes submitted by the responder. The Lead State is solely responsible for rendering decisions in matters of interpretation on all terms and conditions. Any response which fails to comply with this requirement may be disqualified as nonresponsive.

All general proposal terms, specifications and WSCA-NASPO Terms & Conditions form a part of this RFP and will apply to any Master Agreements entered into as a result thereof.

2. **CONFLICT OF TERMS/ORDER OF PRECEDENCE:**

- a. A Participating Entity's Participating Addendum ("PA");
- b. Minnesota WSCA-NASPO Master Agreement (includes negotiated Terms & Conditions)
- c. The Solicitation including all Addendums; and
- d. Contract Vendor's response to the Solicitation

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contract Vendor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to the Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contract Vendor's response to the Solicitation, or terms listed or referenced on the Contract Vendor's website, in the Contract Vendor quotation/sales order or in similar documents subsequently provided by the Contract Vendor. The solicitation language prevails unless a mutually agreed exception has been negotiated.

3. **ADDENDA TO THE RFP.** Any addendum issued will become a part of the RFP. The Lead State may modify or clarify the RFP by issuing one or more addenda to all parties who have received the RFP. Each responder must follow the directions on the addendum. Addenda will be numbered consecutively in the order they are issued.
4. **AWARD.** The award of this solicitation will be based upon the total accumulated points as established in the RFP, for separate items, by grouping items, or by total lot, and where at its sole discretion the Lead State believes it will receive the best value. The Lead State reserves the right to award this solicitation to a single responder, or to multiple responders, whichever is in the best interest of the Lead State. It is the State's intent to award to multiple responders. The Lead State reserves the right to accept all or part of an offer, to reject all offers, to cancel the solicitation, or to re-issue the solicitation, whichever is in the best interest of the Lead State.

The Sourcing Team will make a recommendation on the award of this RFP. The commissioner of Administration or designee may accept or reject the recommendation of the Sourcing Team. The final award decision will be made by the Commissioner of Administration and the WSCA-NASPO Management Board.

5. **CLARIFICATION.** If a responder discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in the RFP, the responder shall immediately notify the Acquisition Management Specialist in writing, as

specified in the introduction, of such error and request modification or clarification of the document. This notification is due no later than seven calendar days prior to the proposal due date and time.

Responders are cautioned that any activity or communication with a State employee or officer, or a member of the Evaluation Team, regarding this Solicitation's contents or process, is strictly prohibited and may, as a result, have its response rejected. Any communication regarding this Solicitation, its content or process, must be directed to the Acquisition Management Specialist listed in the Solicitation documents.

6. **COMPLETION OF RESPONSES.** A response may be rejected if it is conditional or incomplete. Responses that contain conflicting, false, or misleading statements or that provide references that contradict or do not support an attribute or condition stated by the responder, may be rejected.
7. **MASTER AGREEMENT ADMINISTRATOR.** The Master Agreement Administrator designated by WSCA-NASPO and the State of Minnesota, Department of Administration is: Susan Kahle. Direct all correspondence and inquiries, legal questions, general issues, or technical issues regarding this RFP to:

Susan Kahle
Acquisition Management Specialist
Department of Administration
Materials Management Division
50 Sherburne Avenue
112 Administration Building
St. Paul, MN 55155

Fax: 651.297.3996
E-mail: susan.kahle@state.mn.us

8. **DISPOSITION OF DATA SUBMITTED BY CONTRACT VENDOR.** All materials submitted in response to this RFP will become property of the Lead State and will become public record after the evaluation process is completed. The evaluation process is complete when negotiations with the selected vendors are final.

By executing this Contract, the Contract Vendor certifies and agrees that all information provided in the Contract and in response to the solicitation will be made public in accordance with the solicitation and that no information has been designated Trade Secret pursuant to the Minnesota Government Data Practices Act.

If the Contract Vendor submits information after execution of this Contract that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minn. Stat. § 13.37, the Contract Vendor must:

- clearly mark all trade secret materials at the time the information is submitted;
- include a statement with regard to the information justifying the trade secret designation for each item; and,
- defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the Lead State, its agents and employees, from any judgments awarded against the Lead State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the Lead State's award of a Master Agreement. In submitting a response to the RFP, the responder agrees that this indemnification survives as long as the trade secret materials are in possession of the Lead State. The Lead State will not consider the prices submitted by the responder to be trade secret materials.

9. **DISPUTE RESOLUTION PROCEDURES.** Any issue a responder has with the RFP document, which includes, but is not limited to, the terms, conditions, and specifications, must be submitted in writing to and received by the Master Agreement Administrator prior to the opening due date and time. Any issue a responder has with the Master Agreement award must be submitted in writing to the Master Agreement Administrator within five working days from the time the notice of the intent to award is issued. This notice may be made by any of the following methods: notification by letter, fax or email, or posted on the Materials Management website, www.mmd.admin.state.mn.us. The Lead State will respond to any protest received that follows the above procedure. For those protests that meet the above submission requirements, the appeal process is, in sequence: The responsible Master Agreement Administrator, the Materials Management Division (MMD) Assistant Director, and the MMD Director.

10. **ELECTRONIC FILES TO DOWNLOAD, COMPLETE, AND RETURN.** Responders must download a Word/Excel document.

11. **ENTIRE AGREEMENT.** A written Master Agreement (including the contents of this RFP and selected portions of Contract Vendor's response incorporated therein by reference) and any written addenda thereto constitute the entire agreement of the parties to the Master Agreement.

12. IRREVOCABLE OFFER. In accordance with this Request for Proposal, and subject to all conditions thereof, the undersigned agrees that its response to this RFP, or any part thereof, is an irrevocable offer for 180 days following the submission deadline date unless stated otherwise in the RFP. It is understood and agreed that the response, or any part thereof, when accepted by the appropriate department and State officials in writing, may become part of a legal and binding Master Agreement between the undersigned vendor and the State of Minnesota.

13. MATERIAL DEVIATION. A responder shall be presumed to be in agreement with these terms and conditions unless it takes specific exception to one or more of the conditions. Submission by the responder of its proposed language shall not be viewed as an exception unless the responder specifically states in the response that its proposed changes are intended to supersede the terms and conditions.

RESPONDERS ARE CAUTIONED THAT BY TAKING ANY EXCEPTION THEY MAY BE MATERIALLY DEVIATING FROM THE REQUEST FOR PROPOSAL. IF A RESPONDER MATERIALLY DEVIATES FROM THE GENERAL TERMS, CONDITIONS AND INSTRUCTIONS OR THE WSCA-NASPO TERMS AND CONDITIONS AND/OR SPECIFICATIONS, ITS RESPONSE MAY BE REJECTED.

A material deviation is an exception to the Request for Proposal general or WSCA-NASPO terms and conditions and/or specifications that:

- a. gives the responder taking the exception a competitive advantage over other vendors; or,
- b. gives the Lead State something significantly different from that which the Lead State requested.

14. NONRESPONSIVE RESPONSES. Responses that do not comply with the provisions in the RFP may be considered nonresponsive and may be rejected.

15. NOTICES. If one party is required to give notice to the other under the Master Agreement, such notice shall be in writing and shall be effective upon receipt. Delivery may be by certified United States mail or by hand, in which case a signed receipt shall be obtained. A facsimile transmission shall constitute sufficient notice, provided the receipt of the transmission is confirmed by the receiving party. Either party must notify the other of a change in address for notification purposes. All notices to the Lead State shall be addressed as follows:

STATE OF MINNESOTA:

MN WSCA-NASPO COMPUTER EQUIPMENT CONTRACT ADMINISTRATOR
112 Administration Bldg.
50 Sherburne Avenue
St. Paul, MN 55155
651-296-2600

MASTER AGREEMENT TERMS AND CONDITIONS

B. WSCA-NASPO TERMS AND CONDITIONS

1. **ADMINISTRATIVE FEES.** The Contract Vendor shall pay a WSCA-NASPO Administrative Fee of one-tenth of one percent (0.1% or 0.001) in accordance with the Terms and Conditions of the Master Agreement no later than 60 days following the end of each calendar quarter. The WSCA-NASPO Administrative Fee shall be submitted quarterly and is based on sales of products and services (less any charges for taxes or shipping). The WSCA-NASPO Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

Additionally, some states may require an additional fee be paid directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contract Vendor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements may not affect the WSCA-NASPO Administrative Fee or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

2. **AGREEMENT ORDER OF PRECEDENCE.** The Master Agreement shall consist of the following documents:
 - a. A Participating Entity's Participating Addendum ("PA");
 - b. Minnesota WSCA-NASPO Master Agreement (includes negotiated Terms and Conditions)
 - c. The Solicitation including all addendums; and
 - d. Contract Vendor's response to the Solicitation

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contract Vendor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contract Vendor's response to the Solicitation, or terms listed or referenced on the Contract Vendor's website, in the Contract Vendor quotation/sales order or in similar documents subsequently provided by the Contract Vendor. The solicitation language prevails unless a mutually agreed exception has been negotiated.

3. **AMENDMENTS.** The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the WSCA-NASPO Master Agreement Administrator.
4. **ASSIGNMENT OF ANTITRUST RIGHTS.** Contract Vendor irrevocably assigns to a Participating Entity any claim for relief or cause of action which the Contract Vendor now has or which may accrue to the Contract Vendor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided to the Contract Vendor for the purpose of carrying out the Contract Vendor's obligations under this Master Agreement or Participating Addendum, including, at a Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.
5. **ASSIGNMENT/SUBCONTRACT.** Contract Vendor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the WSCA-NASPO Master Agreement Administrator.
6. **CANCELLATION.** Unless otherwise stated in the terms and conditions, any Master Agreement may be canceled by either party upon 60 days' notice, in writing, prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon 30 days written notice, unless otherwise limited or stated in the special terms and conditions of this solicitation or in the applicable Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of a Participating Entity to indemnification by the Contract Vendor, rights of payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any order. Cancellation of the Master Agreement due to Contract Vendor default may be immediate if defaults cannot be reasonably cured as allowed per Default and Remedies term.
7. **CONFIDENTIALITY, NON-DISCLOSURE AND INJUNCTIVE RELIEF. NEGOTIATED.**
 - 7.1 **Confidentiality.** The parties acknowledge that they and their employees or agents may, in the course of providing the Product and Services under this Master Agreement, be exposed to or acquire information that is confidential. Any and all information of any form that is marked as confidential or would by its nature be deemed

confidential obtained in the performance of this Master Agreement, including, but not necessarily limited to (a) any Participating Entity records, (b) personnel records, (c) information concerning individuals, (d) software, (e) product plans, (f) marketing and sales information, (g) customer lists, and (h) "know-how," or trade secrets, is confidential information ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (a) is or becomes (other than by disclosure by disclosing party) publicly known; (b) is rightfully furnished by the disclosing party to others without restrictions similar to those imposed by this Master Agreement; (c) is rightfully in recipient party's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (d) is obtained from a source other than disclosing party without the obligation of confidentiality, (e) is disclosed with the written consent of disclosing party or; (f) is independently developed by employees, agents or subcontractor of the parties who can be shown to have had no access to the Confidential Information

7.2 Non-Disclosure. The parties shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the performance of this Master Agreement, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. The parties shall use commercially reasonable efforts in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, parties shall advise each other immediately if they learn or have reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement and shall at their expense cooperate in seeking injunctive or other equitable relief against any such person. Except as directed in writing, the parties will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement the parties shall turn over all documents, papers, and other matter in the recipient party's possession that embody Confidential Information. Notwithstanding the foregoing, the recipient party may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

7.3 Injunctive Relief. The parties acknowledge that breach of this Section, including disclosure of any Confidential Information, may cause irreparable injury that is inadequately compensable in damages. Accordingly, the injured party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. The parties acknowledge and agree that the covenants contained herein are necessary for the protection of the legitimate business interests and are reasonable in scope and content.

7.4 Participating Entity is agreeing to the above language to the extent is not in conflict with Participating Entities public disclosure laws.

8. **DEBARMENT.** The Contract Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (Master Agreement) by any governmental department or agency. If the Contract Vendor cannot certify this statement, attach a written explanation for review by WSCA-NASPO.

In any order against this Master Agreement for a requirement established by a Purchasing Entity that discloses the use of federal funding, to the extent another form of certification is not required by a Participating Addendum or the order of the Purchasing Entity, the Contractor's quote represents a recertification consistent with the terms of paragraph 8, Section 2D, Minnesota Terms and Conditions

9. **DEFAULTS & REMEDIES.**

- a. The occurrence of any of the following events shall be an event of default under this Master Agreement:
- i. Nonperformance of contractual requirements; or
 - ii. A material breach of any term or condition of this Master Agreement; or
 - iii. Any representation or warranty by Contract Vendor in response to the solicitation or in this Master Agreement proves to be untrue or materially misleading; or
 - iv. Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contract Vendor, or the appointment of a receiver or similar officer for Contract Vendor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
 - v. Any default specified in another section of this Master Agreement.
- b. Upon the occurrence of an event of default, Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 30 calendar days in which Contract Vendor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole

discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contract Vendor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

- c. If Contract Vendor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contract Vendor shall be in breach of its obligations under this Master Agreement and Lead State shall have the right to exercise any or all of the following remedies:
 - i. Exercise any remedy provided by law; and
 - ii. Terminate this Master Agreement and any related Master Agreements or portions thereof; and
 - iii. Impose liquidated damages as provided in this Master Agreement; and
 - iv. Suspend Contract Vendor from receiving future bid solicitations; and
 - v. Suspend Contract Vendor's performance; and
 - vi. Withhold payment until the default is remedied.
- d. In the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Purchase Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

10. DELIVERY. Unless otherwise indicated in the Master Agreement, the prices are the delivered price to any Purchasing Entity. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the Contract Vendor. Additional delivery charges will not be allowed for back orders.

11. FORCE MAJEURE. Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The WSCA-NASPO Master Agreement Administrator may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

12. GOVERNING LAW. This procurement and the resulting agreement shall be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of any Participating Addendum or order against the Master Agreements shall be governed by and construed in accordance with the laws of the Participating Entity's State. Venue for any claim, dispute or action concerning an order placed against the Master Agreements or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

13. INDEMNIFICATION. DELETED SEE SECTION 2C17.

14. INDEMNIFICATION – INTELLECTUAL PROPERTY. DELETED SEE SECTION 2C17.

15. INDEPENDENT CONTRACT VENDOR. The Contract Vendor shall be an independent Contract Vendor, and as such shall have no authorization, express or implied to bind WSCA-NASPO or the respective states to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for WSCA-NASPO or the states, except as expressly set forth herein.

16. INDIVIDUAL CUSTOMER. Except to the extent modified by a Participating Addendum, each Participating Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or to recover any costs allowed in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contract Vendor will apply the charges and invoice each Purchasing Entity individually.

17. INSURANCE. Except to the extent modified by a Participating Addendum, Contract Vendor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contract Vendor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in the Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or at a Participating Entity's option, result in termination of its Participating Addendum.

Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:

- a. Commercial General Liability covering the risks of bodily injury (including death), property damage and personal injury, including coverage for contractual liability, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate;
- b. Contract Vendor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

Contract Vendor shall pay premiums on all insurance policies. Such policies shall also reference this Master Agreement and shall have a condition that they not be revoked by the insurer until thirty (30) calendar days after notice of intended revocation thereof shall have been given to Participating Entity by the Contract Vendor.

Prior to commencement of the work, Contract Vendor shall provide to the Participating Entity a written endorsement to the Contract Vendor's general liability insurance policy that (i) names the Participating Entity as an additional insured, (ii) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named Participating Entity has been given at least thirty (30) days prior written notice, and (iii) provides that the Contract Vendor's liability insurance policy shall be primary, with any liability insurance of the Participating Entity as secondary and noncontributory.

Contract Vendor shall furnish to Participating Entity copies of certificates of all required insurance within thirty (30) calendar days of the Participating Addendum's effective date and prior to performing any work. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at the Lead State Master Agreement Administrator's sole option, result in this Master Agreement's termination.

Coverage and limits shall not limit Contract Vendor's liability and obligations under this Master Agreement.

18. **LAWS AND REGULATIONS.** Any and all supplies, services and equipment offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

19. **LICENSE OF PRE-EXISTING INTELLECTUAL PROPERTY.** ~~DELETED – SEE SECTION 2B30 FOR REVISED TERM ADDRESSING TITLE OF PRODUCT.~~

20. **NO WAIVER OF SOVEREIGN IMMUNITY.** The Lead State, Participating Entity or Purchasing Entity to the extent it applies does not waive its sovereign immunity by entering into this Contract and fully retains all immunities and defenses provided by law with regard to any action based on this Contract.

If a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court of the Participating Entity's State.

21. **ORDER NUMBERS.** Contract order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels (if possible), packing slips, invoices, and on all correspondence.

22. **PARTICIPANTS.** WSCA-NASPO Cooperative Purchasing Organization LLC is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the WSCA/NASPO cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states and the District of Columbia. Obligations under this Master Agreement are limited to those Participating States who have signed a Participating Addendum where contemplated by the solicitation. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions. Unless otherwise specified in the solicitation, the resulting award will be permissive.

23. **PARTICIPATION OF ENTITIES.** Use of specific WSCA-NASPO cooperative Master Agreements by state agencies, political subdivisions and other entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

24. **PAYMENT.** Payment for completion of an order under this Master Agreement is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contract Vendor may assess overdue account charges up to a maximum rate of one percent per month

on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

- 25. PUBLIC INFORMATION.** The Master Agreement and all related documents are subject to disclosure pursuant to the Participating Entity's public information laws.
- 26. RECORDS ADMINISTRATION AND AUDIT.** The disclosure of records in Participating States relating to Participating addenda and orders placed against the Master Agreement shall be governed by the laws of the Participating State and entity who placed the order.

The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of five (5) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder.

Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for an overpayments inconsistent with the terms of the Master Agreement or orders or underpayment of fees found as a result of the examination of the Contractor's records.

The rights and obligations herein right exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State Master Agreement Administrator to review compliance with those obligations.

Records will be retained longer if required by Participating Entity's law.

- 27. REPORTS - SUMMARY AND DETAILED USAGE.** In addition to other reports that may be required by this solicitation, the Contract Vendor shall provide the following WSCA-NASPO reports.
- a. **Summary Sales Data.** The Contractor shall submit quarterly sales reports directly to WSCA-NASPO using the WSCA-NASPO Quarterly Sales/Administrative Fee Reporting Tool found at <http://www.naspo.org/WNCPO/Calculator.aspx>. Any/all sales made under the contract shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than the last day of the month following the end of the calendar quarter (as specified in the reporting tool).
 - b. **Detailed Sales Data.** Contract Vendor shall also report detailed sales data by: state; entity/customer type, e.g., local government, higher education, K12, non-profit; Purchasing Entity name; Purchasing Entity bill-to and ship-to locations; Purchasing Entity and Contract Vendor Purchase Order identifier/number(s); Purchase Order Type (e.g., sales order, credit, return, upgrade, determined by industry practices); Purchase Order date; Ship Date; and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State no later than the last day of the month following the end of the reporting period. Reports shall be delivered to the Lead State and to the WSCA-NASPO Cooperative Development Team electronically through email; CD-Rom, jump drive or other electronic matter as determined by the Lead State.
- Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is in Section 6, Attachment H.
- c. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the Participating Addendum. Specific data in relation to sales to employees for personal use to be defined in the final contract award to ensure only public information is reported.
 - d. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and WSCA-NASPO

shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

28. ACCEPTANCE AND ACCEPTANCE TESTING.

A. Acceptance. Purchasing Entity (the entity authorized under the terms of any Participating Addendum to place orders under this Master Agreement) shall determine whether all Products and Services delivered meet the Contractor's published specifications (a.k.a. "Specifications"). No payment shall be made for any Products or Services until the Purchasing Entity has accepted the Products or Services. The Purchasing Entity will make every effort to notify the Contractor within thirty (30) calendar days following delivery of non-acceptance of a Product or completion of Service. In the event that the Contractor has not been notified within 30 calendar days from delivery of Product or completion of Service, the Product and Services will be deemed accepted on the 31st day after delivery of Product or completion of Services. This clause shall not be applicable, if acceptance testing and corresponding terms have been mutually agreed to by both parties in writing.

B. Acceptance Testing. The Purchasing Entity (the entity authorized under the terms of any Participating Addendum to place orders under this Master Agreement) and the Contract Vendor shall determine if Acceptance Testing is applicable and/or required for the purchase. The terms in regards to acceptance testing will be negotiated, in writing, as mutually agreed. If Acceptance Testing is NOT applicable, the terms regarding Acceptance in the Contract shall prevail.

29. SYSTEM FAILURE OR DAMAGE. In the event of system failure or damage caused by the Contract Vendor or its Product, the Contract Vendor agrees to use its commercially reasonable efforts to restore or assist in restoring the system to operational capacity. The Contract Vendor shall be responsible under this provision to the extent a 'system' is defined at the time of the Order; otherwise the rights of the Purchasing Entity shall be governed by the Warranty.

30. TITLE OF PRODUCT. NEGOTIATED.

OWNERSHIP

- a. **Ownership of Documents/Copyright.** Any reports, studies, photographs, negatives, databases, computer programs, or other documents, whether in tangible or electronic forms, prepared by the Contract Vendor in the performance of its obligations under the Master Agreement and paid for by the Purchasing Entity shall be the exclusive property of the Purchasing Entity and all such material shall be remitted to the Purchasing Entity by the Contract Vendor upon completion, termination or cancellation of the Master Agreement. The Contract Vendor shall not use, willingly allow or cause to allow such material to be used for any purpose other than performance of the Contract Vendor's obligations under this Master Agreement without the prior written consent of the Purchasing Entity.
- b. **Rights, Title and Interest.** All rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trade marks, and service marks in the said documents that the Contract Vendor conceives or originates, either individually or jointly with others, which arises out of the performance of the Master Agreement, will be the property of the Purchasing Entity and are, by the Master Agreement, assigned to the Purchasing Entity along with ownership of any and all copyrights in the copyrightable material. The Contract Vendor also agrees, upon the request of the Purchasing Entity, to execute all papers and perform all other acts necessary to assist the Purchasing Entity to obtain and register copyrights on such materials. Where applicable, works of authorship created by the Contract Vendor for the Purchasing Entity in performance of the Master Agreement shall be considered "works for hire" as defined in the U.S. Copyright Act.
- c. **Notwithstanding the above,** the Purchasing Entity will not own any of the Contract Vendor's pre-existing intellectual property that was created prior to the Master Agreement and which the Purchasing Entity did not pay the Contract Vendor to create. Subject to payment in full for the products, equipment or services, the Contract Vendor grants the Purchasing Entity a perpetual, irrevocable, non-exclusive, royalty free license for Contract Vendor's pre-existing intellectual property that is contained in the products, materials, equipment or services that are purchased through this Master Agreement. Contract Vendor will retain all right, title and interest in and to all Intellectual Property Rights in or related to the services, or tangible components thereof, including but not limited to (a) all know-how, intellectual property, methodologies, processes, technologies, algorithms, software or development tools used in performing the services, and (b) such ideas, concepts, know-how, processes and reusable reports, designs, charts, plans, specifications, documentation, forms, templates or output which are developed, created or otherwise used by or on behalf of Contract Vendor in the course of performing the services

or creating the deliverables, other than portions that specifically incorporate proprietary or Confidential Information or data of Ordering Entity (collectively, the "Residual IP"), even if embedded in the deliverable.

- 31. WAIVER OF BREACH.** Failure of Lead State Master Agreement Administrator, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State or Participating Entity must be in writing. Waiver by the Lead State Master Agreement Administrator, Participating Entity, or Purchasing Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or breach of any terms or requirements shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, a Participating Addendum, or order.
- 32. WARRANTY.** The warranty provided must be the manufacturers written warranty tied to the product at the time of purchase and must include the following: (a) the Product performs according to the specifications (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is designed and manufactured in a commercially reasonable manner, and (d) the Product is free of defects.

For third party products sold by the Contract Vendor, the Contract Vendor will assign the manufacturer or publisher's warranty and maintenance. The Contract Vendor will provide warranty and maintenance call numbers and assist the customer in engaging the manufacturer on warranty and maintenance issues.

Upon breach of the warranty, the Contract Vendor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contract Vendor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contract Vendor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or so ordered by the court.

33. LIMITATION OF LIABILITY. NEGOTIATED.

- A. CONTRACT VENDOR WILL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE PRODUCTS, SOFTWARE OR SERVICES PROVIDED HEREUNDER. EXCEPT FOR YOUR BREACH OF PAYMENT OBLIGATIONS OR CONFIDENTIALITY REQUIREMENTS, NEITHER PARTY SHALL HAVE LIABILITY FOR THE FOLLOWING: (1) LOSS OF REVENUE, INCOME, PROFIT OR SAVINGS; (2) LOST OR CORRUPTED DATA OR SOFTWARE, LOSS OF USE OF A SYSTEM OR NETWORK OR THE RECOVERY OF SUCH; (3) LOSS OF BUSINESS OPPORTUNITY; (4) BUSINESS INTERRUPTION OR DOWNTIME; OR (5) DELIVERABLES, DELL PRODUCTS OR THIRD-PARTY PRODUCTS NOT BEING AVAILABLE FOR USE.
- B. CONTRACT VENDOR'S TOTAL LIABILITY FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND ALL PARTICIPATING ADDENDA SOURCED FROM THIS MASTER AGREEMENT (INCLUDING ANY PRODUCTS, SOFTWARE, OR SERVICES PROVIDED HEREUNDER) SHALL NOT EXCEED THE AGGREGATE AMOUNT OF TEN MILLION DOLLARS (\$10,000,000).
- C. THESE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO ALL CLAIMS FOR DAMAGES, WHETHER BASED IN CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, TORT OR OTHERWISE. THE PARTIES AGREE THAT THESE LIMITATION OF LIABILITY ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR CONTRACT VENDOR'S SALE OF PRODUCTS, SOFTWARE OR SERVICES TO ORDERING ENTITY, AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES.

- 34. SERVICE AGREEMENTS. NEGOTIATED.** Contract Vendor may provide Services, Software or Deliverables to you in accordance with one or more "Service Agreements." "Service Agreements" are service contracts, including "Service Descriptions" available at www.dell.com/servicecontracts/us, "Statements of Work," and any other such mutually agreed upon documents. Each Service Agreement will be interpreted as a single agreement, independent of any other Service Agreement, so that all of the provisions are given as full effect as possible.

Any and all licensing, maintenance, or order specific agreements referenced within the terms and conditions of this Master agreement are agreed to only to the extent that the terms do not conflict with the terms of the Participating Addendum or the Master Agreement, and to the extent the terms are not in conflict with the Participating Entities' applicable laws. In the event of conflict the terms and conditions, the Participating Addendum, and then the Master Agreement shall take precedence, as detailed in the Order of Precedence defined herein. Notwithstanding the

foregoing, licensing, maintenance agreements, or order specific agreements may be further negotiated by the Contract Vendor and the potential Purchasing Entity, provided the contractual documents are duly executed in writing.

- 35. SOFTWARE LICENSE. NEGOTIATED.** Software (defined as any software, library, utility, tool, or other computer or program code, in object (binary) or source-code form as well as the related documentation provided by Contract Vendor to Purchasing Entity) is subject to the separate license agreements accompanying the Software, along with any product guides, operating manuals, or other documentation included with the software media packaging or presented to Purchasing Entity during the installation or use of the Software. Purchasing Entity agrees that it will be bound by such license agreement.

Any and all licensing, maintenance, or order specific agreements referenced within the terms and conditions of this Master agreement are agreed to only to the extent that the terms do not conflict with the terms of the Participating Addendum or the Master Agreement, and to the extent the terms are not in conflict with the Participating Entities' applicable laws. In the event of conflict the terms and conditions, the Participating Addendum, and then the Master Agreement shall take precedence, as detailed in the Order of Precedence defined herein. Notwithstanding the foregoing, licensing, maintenance agreements, or order specific agreements may be further negotiated by the Contract Vendor and the potential Purchasing Entity, provided the contractual documents are duly executed in writing.

- 36. EXPORT COMPLIANCE. NEGOTIATED.** Contract Vendor, Lead State and Purchasing Entities acknowledge that products (including software) sold or licensed under this Master Agreement are subject to the export control laws and regulations of the United States and other countries from which they were supplied and in which they are used and Purchasing Entity agrees to abide by those laws and regulations. Purchasing Entity warrants that any software provided by it and used as a part of the services supplied by Contract Vendor under this Master Agreement contains no encryption or to the extent that it contains encryption such software is approved for export under the relevant laws or regulations.

- 37. RETURNS AND EXCHANGES. NEGOTIATED.** Contract Vendor's return policy can be found at www.dell.com/returnspolicy and applies to any returns and exchanges. Before returning or exchanging a Product, Purchasing Entity must contact Contract Vendor directly to obtain an authorization number to include with the return. Purchasing Entity must return Products to Contract Vendor in their original or equivalent packaging, and Purchasing Entity is responsible for risk of loss, as well as shipping and handling fees. Additional fees, including up to a 15% restocking fee, may apply. Restocking fees must be approved by the customer. If Purchasing Entity fails to follow the return or exchange instructions provided by Contract Vendor, Contract Vendor will not be responsible for any loss, damage, or modification of a Product, or processing of a Product for disposal or resale. Credit for partial returns may be less than invoice or individual component prices due to bundled or promotional pricing associated with the original purchase. This restocking fee shall not apply in the case of Contract Vendor error.

MASTER AGREEMENT TERMS AND CONDITIONS

C. MINNESOTA TERMS AND CONDITIONS

1. **ACCEPTANCE OF PROPOSAL CONTENT.** The contents of this RFP and selected portions of response of the successful Proposer will become contractual obligations, along with the final Master Agreement, if acquisition action ensues. The Lead State is solely responsible for rendering the decision in matters of interpretation of all terms and conditions.
2. **ACCESSIBILITY STANDARDS.** The State of Minnesota has developed IT Accessibility Standards effective September 1, 2010, which entails, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D which can be viewed at http://www.mmd.admin.state.mn.us/pdf/accessibility_standard.pdf

Responders must complete the WCAG VPAT form included in the FORMS section of the RFP. The completed VPAT form will be scored based on its compliance with the Accessibility Standards. The requested WCAG VPAT applies to the responder's website to be offered under the Contract. For products offered, VPATS are only to be provided upon request by the participating entity.

Upon request by the participating entity, the responder must make best efforts to provide Voluntary Product Accessibility Templates (VPATS) for all products offered in its response. Click here for link to VPATS for both Section 508 VPAT and WCAG 2.0 VPAT <http://mn.gov/oet/policies-and-standards/accessibility/#>.

3. **ADMINISTRATIVE PERSONNEL CHANGES.** The Contract Vendor must notify the Contract Administrator of changes in the Contract Vendor's key administrative personnel, in advance and in writing. Any employee of the Contract Vendor who, in the opinion of the State of Minnesota, is unacceptable, shall be removed from the project upon written notice to the Contract Vendor. In the event that an employee is removed pursuant to a written request from the Acquisition Management Specialist, the Contract Vendor shall have 10 working days in which to fill the vacancy with an acceptable employee.
4. **AMENDMENT(S).** Master Agreement amendments shall be negotiated by the Lead State with the Contract Vendor whenever necessary to address changes in the terms and conditions, costs, timetable, or increased or decreased scope of work. An approved Master Agreement amendment means one approved by the authorized signatories of the Contract Vendor and the Lead State as required by law.
5. **AMERICANS WITH DISABILITIES ACT (ADA).** DELETED.
6. **AWARD OF RELATED CONTRACTS.** In the event the Lead State undertakes or awards supplemental Contracts for work related to the Master Agreement or any portion thereof, the Contract Vendor shall cooperate fully with all other Contract Vendors and the State in all such cases. All Master Agreements between subcontractors and the Contract Vendor shall include a provision requiring compliance with this section.
7. **AWARD OF SUCCESSOR CONTRACTS.** In the event the State undertakes or awards a successor for work related to the Contract or any portion thereof, the current Contract Vendor shall cooperate fully during the transition with all other Contract Vendors and the State in all such cases. All Master Agreements between subcontractors and the Contract Vendor shall include a provision requiring compliance with this section.
8. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**
 - a. Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.
Instructions for certification:
 1. By signing and submitting this proposal, the prospective lower tier participant [responder] is providing the certification set out below.
 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
 3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal [response] is submitted if at any time the prospective lower tier participant learns that its certification

was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages section of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction [subcontract equal to or exceeding \$25,000] with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of parties excluded from federal procurement and nonprocurement programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

b. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

9. **CHANGE REQUESTS.** The Lead State reserves the right to request, during the term of the Master Agreement, changes to the products offered. Products introduced during the term of the Master Agreement shall go through a formal review process. A formal process of changing the Master Agreement shall be developed during the negotiation of the Master Agreement. The Contract Vendor shall evaluate and recommend products for which agencies have an expressed need. The Lead State shall require the Contract Vendor to provide a summary of its research of those products being recommended for inclusion in the Master Agreement as well as defining how adding the product will enhance the Master Agreement. The Lead State may request that products, other than those recommended, are added to the Master Agreement.

In the event that the Lead State desires to add new products and services that are not included in the original Master Agreement, the Lead State requires that independent manufacturers and resellers cooperate with the already established Contract Vendor in order to meet the Lead State's requirements. Evidence of the need to add products or services should be demonstrated to the Lead State. The Master Agreement shall be modified via supplement or

amendment. The Lead State will negotiate the inclusion of the products and services with the Contract Vendor. No products or services will be added to the Master Agreement without the Lead State's prior approval.

10. **CONFLICT MINERALS.** Contract Vendor must provide information to the public on its website regarding the use of conflict minerals, as required by Section 13(p) of the Securities Exchange Act of 1934, as amended, and the rules promulgated thereunder. See: <http://www.sec.gov/rules/final/2012/34-67716.pdf>.
11. **COPYRIGHTED MATERIAL WAIVER.** The Lead State reserves the right to use, reproduce and publish proposals in any manner necessary for State agencies and local units of government to access the responses and/or to respond to request for information pursuant to Minnesota Government Data Practices Act, , including but not limited to emailing, photocopying, State Intranet/Internet postings, broadcast faxing, and direct mailing. In the event that the response contains copyrighted or trademarked materials, it is the responder's responsibility to obtain permission for the Lead State to reproduce and publish the information, regardless of whether the responder is the manufacturer or reseller of the products listed in the materials. By signing its response, the responder certifies that it has obtained all necessary approvals for the reproduction and/or distribution of the contents of its response and agrees to indemnify, protect, save and hold the Lead State, its representatives and employees harmless from any and all claims arising from the violation of this section and agrees to pay all legal fees incurred by the Lead State in the defense of any such action.
12. **EFFECTIVE DATE.** Pursuant to Minnesota law, the Master Agreement arising from this RFP shall be effective upon the date of final execution by the Lead State, unless a later date is specified in the Master Agreement.
13. **FOREIGN OUTSOURCING OF WORK.** Upon request, the Contract Vendor is required to provide information regarding the location of where services, data storage and/or location of data processing under the Master Agreement will be performed.
14. **GOVERNMENT DATA PRACTICES.** The Contract Vendor and the Lead State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (and where applicable, if the Lead State contracting party is part of the judicial branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the Lead State to the Contract Vendor and all data provided to the Lead State by the Contract Vendor. In addition, the Minnesota Government Data Practices Act applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contract Vendor in accordance with the Master Agreement that is private, nonpublic, protected nonpublic, or confidential as defined by the Minnesota Government Data Practices Act, Ch. 13 (and where applicable, that is not accessible to the public under the Rules of Public Access to Records of the Judicial Branch).

In the event the Contract Vendor receives a request to release the data referred to in this article, the Contract Vendor must immediately notify the Lead State. The Lead State will give the Contract Vendor instructions concerning the release of the data to the requesting party before the data is released. The civil remedies of Minn. Stat. § 13.08, apply to the release of the data by either the Contract Vendor or the Lead State.

The Contract Vendor agrees to indemnify, save, and hold the State of Minnesota, its agent and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Minnesota Government Data Practices Act (and where applicable, the Rules of Public Access to Records of the Judicial Branch), including legal fees and disbursements paid or incurred to enforce this provision of the Master Agreement. In the event that the Contract Vendor subcontracts any or all of the work to be performed under the Master Agreement, the Contract Vendor shall retain responsibility under the terms of this article for such work.

15. **HAZARDOUS SUBSTANCES.** To the extent that the goods to be supplied by the Contract Vendor contain or may create hazardous substances, harmful physical agents or infectious agents as set forth in applicable State and federal laws and regulations, the Contract Vendor must provide Material Safety Data Sheets regarding those substances. A copy must be included with each delivery.
16. **HUMAN RIGHTS/AFFIRMATIVE ACTION.** The Lead State requires affirmative action compliance by its Contract Vendors in accordance with Minn. Stat. § 363A.36 and Minn. R. 5000.3400 to 5000.3600.
 - a. Covered contracts and Contract Vendors. One-time acquisitions, or a contract for a predetermined amount of goods and/or services, where the amount of your response is in excess of \$100,000 requires completion of the Affirmative Action Certification page. If the solicitation is for a contract for an indeterminate amount of goods and/or services, and the State estimated total value of the contract exceeds \$100,000 whether it will be a multiple award contract or not, you must complete the Affirmative Action Certification page. If the contract dollar amount or the State estimated total contract amount exceeds \$100,000 and the Contract Vendor employed more than

40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principal place of business, the Contract Vendor must comply with the requirements of Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400 to 5000.3600. A Contract Vendor covered by Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400 to 5000.3600 that had more than 40 full-time employees within Minnesota on a single working day during the previous 12 months must have a certificate of compliance issued by the commissioner of the Department of Human Rights (certificate of compliance). A Contract Vendor covered by Minn. Stat. § 363A.36, subd. 1 that did not have more than 40 full-time employees on a single working day during the previous 12 months within Minnesota but that did have more than 40 full-time employees in the state where it has its principal place of business and that does not have a certificate of compliance must certify that it is in compliance with federal affirmative action requirements.

- b. Minn. Stat. § 363A.36, subd. 1 requires the Contract Vendor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the commissioner of the Department of Human Rights (commissioner) as indicated by a certificate of compliance. Minn. Stat. § 363A.36 addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.
- c. Minn. R. 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a Contract Vendor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for noncompliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and parts 5000.3552-5000.3559.
- d. Disabled Workers. Minn. R. 5000.3550 provides the Contract Vendor must comply with the following affirmative action requirements for disabled workers.

AFFIRMATIVE ACTION FOR DISABLED WORKERS

- (a) The Contract Vendor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contract Vendor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
 - (b) The Contract Vendor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - (c) In the event of the Contract Vendor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. § 363A.36 and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - (d) The Contract Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Contract Vendor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
 - (e) The Contract Vendor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contract Vendor is bound by the terms of Minn. Stat. § 363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
- e. Consequences. The consequences of a Contract Vendor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the commissioner, refusal by the commissioner to approve subsequent plans, and termination of all or part of the Contract by the commissioner or the State.

- f. Certification. The Contract Vendor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance. It is agreed between the parties that Minn. Stat. 363.36 and Minn. R. 5000.3400 to 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it. A copy of Minn. Stat. § 363A.36 and Minn. R. 5000.3400 to 5000.3600 are available upon request from the contracting agency.

- 17. INDEMNIFICATION. NEGOTIATED.** The Contract Vendor shall indemnify, protect, save and hold harmless the Lead State and the Participating Entity, its representatives and employees, from any and all third party claims or causes of action for personal bodily injury, including death, and damage to tangible personal property, including all legal fees incurred by the Lead State and the Participating Entity arising from the negligence in the performance of the Master Agreement by the Contract Vendor or its agents, employees, or subcontractors. This clause shall not be construed to bar any legal remedies the Contract Vendor may have with the Lead State's and Participating Entity's failure to fulfill its obligations pursuant to the Master Agreement.

If the Participating Entity's laws require approval of a third party to defend Participating Entity, Participating Entity will seek such approval and if approval is not received, Contract Vendor is not required to defend that Participating Entity.

- 18. INTELLECTUAL PROPERTY INDEMNIFICATION. NEGOTIATED** In the event of any such claim by any third party against the Participating Entity that Products, Software, Services or Deliverables (excluding Third-Party Products and open source software) prepared or produced by Dell and delivered pursuant to this Agreement infringe or misappropriate that third party's U.S. patent, copyright, trade secret, or other intellectual property rights ("**Indemnified Claims**"), the Participating Entity shall promptly notify the Contract Vendor. The Contract Vendor, at its own expense, shall indemnify; defend to the extent permitted by the Participating Entity's laws, and hold harmless the Participating Entity against any loss, cost, expense, or liability (including legal fees) arising out of such a claim, whether or not such claim is successful against the Participating Entity.

If Contract Vendor receives prompt notice such a claim that in the Contract Vendor's opinion is likely to result in an adverse ruling, the Contract Vendor shall at its option (1) obtain a right for the Participating Entity to continue using such Products, Deliverables or Software or allow Contract Vendor to continue performing the Services; (2) modify such Products, Software, Services or Deliverables to make them non-infringing; (3) replace such Products, Software, Services or Deliverables with a non-infringing equivalent; or (4) refund any pre-paid fees for the allegedly infringing Services that have not been performed or provide a reasonable depreciated or pro rata refund for the allegedly infringing Product, Deliverables or Software.

Notwithstanding the foregoing, Contract Vendor shall have no obligation under this Section for any claim resulting or arising from (1) modifications of the Products, Software, Services Deliverables that were not performed by or on behalf of Contract Vendor; (2) the combination, operation, or use of the Products, Software, Services or Deliverables in connection with a third-party product, software or service (the combination of which causes the claimed infringement); or (3) Contract Vendor's compliance with Participating Entity's written specifications or directions, including the incorporation of any software or other materials or processes provided by or requested by Participating Entity. Contract Vendor's duty to indemnify and defend under this Section is contingent upon: (x) Contract Vendor receiving prompt written notice of the third-party claim or action for which Contract Vendor must indemnify Participating Entity, (y) Contract Vendor having the right to solely control the defense and resolution of such claim or action, and (z) Participating Entity's cooperation with Contract Vendor in defending and resolving such claim or action. This Section states Participating Entity's exclusive remedies for any third-party intellectual property claim or action, and nothing in this Agreement or elsewhere will obligate Contract Vendor to provide any greater indemnity to Participating Entity.

- 19. JURISDICTION AND VENUE.** This RFP and any ensuing Master Agreement, its amendments and supplements thereto, shall be governed by the laws of the State of Minnesota, USA. Venue for all legal proceedings arising out of the Master Agreement, or breach thereof, shall be in the State or federal court with competent jurisdiction in Ramsey County, Minnesota. By submitting a response to this Request for Proposal, a Responder voluntarily agrees to be subject to the jurisdiction of Minnesota for all proceedings arising out of this RFP, any ensuing Master Agreement, or any breach thereof.

- 20. LAWS AND REGULATIONS.** Any and all services, articles or equipment offered and furnished must comply fully with all local, State and federal laws and regulations, including Minn. Stat. § 181.59 prohibiting discrimination and business registration requirements of the Office of the Minnesota Secretary of State.

- 21. NONVISUAL ACCESS STANDARDS.** Pursuant to Minn. Stat. § 16C.145, the Contract Vendor shall comply with the following nonvisual technology access standards :

- a. That the effective interactive control and use of the technology, including the operating system applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means;
- b. That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact;
- c. That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and
- d. That the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

These standards do not require the installation of software or peripheral devices used for nonvisual access when the information technology is being used by individuals who are not blind or visually impaired.

22. NOTICE TO RESPONDERS. Pursuant to Minn. Stat. § 270C.65, subd. 3, Contract Vendors are required to provide their Federal Employer Identification Number or Social Security Number. This information may be used in the enforcement of federal and State tax laws. Supplying these numbers could result in action to require a Contract Vendor to file tax returns and pay delinquent tax liabilities. These numbers will be available to federal and State tax authorities and State personnel involved in the payment of State obligations.

23. ORGANIZATIONAL CONFLICTS OF INTEREST. The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons:

- a Contract Vendor is unable or potentially unable to render impartial assistance or advice to the State;
- the Contract Vendor's objectivity in performing the work is or might be otherwise impaired; or
- the Contract Vendor has an unfair competitive advantage.

The Contract Vendor agrees that if an organizational conflict of interest is discovered after award, an immediate and full disclosure in writing shall be made to the Assistant Director of the Department of Administration's Materials Management Division that shall include a description of the action the Contract Vendor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the State may, at its discretion, cancel the Master Agreement. In the event the Contract Vendor was aware of an organizational conflict of interest prior to the award of the Master Agreement and did not disclose the conflict to the Master Agreement Administrator, the State may terminate the Master Agreement for default. The provisions of this clause shall be included in all subcontracts for work to be performed, and the terms "Contract," "Contract Vendor," "Master Agreement," "Master Agreement Administrator" and "Contract Administrator" modified appropriately to preserve the State's rights.

24. PAYMENT CARD INDUSTRY DATA SECURITY STANDARD AND CARDHOLDER INFORMATION SECURITY. Contract Vendor assures all of its Network Components, Applications, Servers, and Subcontractors (if any) comply with the Payment Card Industry Data Security Standard ("PCIDSS"). "Network Components" shall include, but are not limited to, Contract Vendor's firewalls, switches, routers, wireless access points, network appliances, and other security appliances; "Applications" shall include, but are not limited to, all purchased and custom external (web) applications. "Servers" shall include, but are not limited to, all of Contract Vendor's web, database, authentication, DNS, mail, proxy, and NTP servers. "Cardholder Data" shall mean any personally identifiable data associated with a cardholder, including, by way of example and without limitation, a cardholder's account number, expiration date, name, address, social security number, or telephone number.

Subcontractors (if any) must be responsible for the security of all Cardholder Data in its possession; and will only use Cardholder Data for assisting cardholders in completing a transaction, providing fraud control services, or for other uses specifically required by law. Contract Vendor must have a business continuity program which conforms to PCIDSS to protect Cardholder Data in the event of a major disruption in its operations or in the event of any other disaster or system failure which may occur to operations; will continue to safeguard Cardholder Data in the event this Agreement terminates or expires; and ensure that a representative or agent of the payment card industry and a representative or agent of the State shall be provided with full cooperation and access to conduct a thorough security

review of Contract Vendor's operations, systems, records, procedures, rules, and practices in the event of a security intrusion in order to validate compliance with PCIDSS.

- 25. PERFORMANCE WHILE DISPUTE IS PENDING.** Notwithstanding the existence of a dispute, the parties shall continue without delay to carry out all of their responsibilities under the Master Agreement that are not affected by the dispute. If a party fails to continue without delay to perform its responsibilities under the Master Agreement, in the accomplishment of all undisputed work, any additional cost incurred by the other parties as a result of such failure to proceed shall be borne by the responsible party.

26. PREFERENCE.

Targeted/Economically Disadvantaged. In accordance with Minn. Stat. § 16C.16, subds. 6 and 7, eligible certified targeted group (TG) businesses and certified economically disadvantaged (ED) businesses will receive a 6 percent preference on the basis of award for this RFP. The preference is applied only to the first \$500,000 of the response to the RFP. Eligible TG businesses must be currently certified by the Materials Management Division prior to the bid opening date and time.

To verify TG/ED certification, refer to the Materials Management Division's web site at www.mmd.admin.state.mn.us under "Vendor Information, Directory of Certified TG/ED Vendors."

To verify TG eligibility for preference, refer to the Materials Management Division's web site under "Vendor Information, Targeted Groups Eligible for Preference in State Purchasing" or call the Division's HelpLine at 651.296.2600.

Reciprocal Preference. In accordance with Minn. Stat. § 16C.06, subd 7, the acquisition of goods or services shall be allowed a preference over a non-resident vendor from a state that gives or requires a preference to vendors from that state, the preference shall be equal to the preference given or required by the state of the non-resident vendor. If you wish to be considered a Minnesota Resident vendor you must claim that by filling out the Resident Vendor Form included in this solicitation and include it in your response.

Veteran. In accordance with Minn. Stat. § 16C.16, subd. 6a, (a) Except when mandated by the federal government as a condition of receiving federal funds, the commissioner shall award up to a six percent preference in the amount bid on state procurement to **certified small businesses that are majority-owned and operated by:**

- (1) recently separated veterans who have served in active military service, at any time on or after September 11, 2001, and who have been discharged under honorable conditions from active service, as indicated by the person's United States Department of Defense form DD-214 or by the commissioner of veterans affairs;
- (2) veterans with service-connected disabilities, as determined at any time by the United States Department of Veterans Affairs; or
- (3) any other veteran-owned small businesses certified under section 16C.19, paragraph (d).

In accordance with Minn. Stat. § 16C.19 (d), a veteran-owned small business, the principal place of business of which is in Minnesota, is certified if it has been verified by the United States Department of Veterans Affairs as being either a veteran-owned small business or a service disabled veteran-owned small business, in accordance with Public Law 109-461 and Code of Federal Regulations, title 38, part 74.

To receive a preference the veteran-owned small business must meet the statutory requirements above by the solicitation opening date and time. The preference is applied only to the first \$500,000 of the response. If responder is claiming the veteran-owned preference, attach documentation, sign and return form with response to the solicitation. Only eligible veteran-owned small businesses that meet the statutory requirements and provide adequate documentation will be given the preference.

- 27. PUBLIC INFORMATION.** Once the information contained in the responses is deemed public information, interested parties may request to obtain the public information. You may call 651.201.2413 between the hours of 8:00 a.m. to 4:30 p.m. to arrange this.

- 28. PUBLICITY.** Any publicity given to the program, publications or services provided resulting from a State contract for goods or services, including but not limited to notices, informational pamphlets, press releases, research, reports, signs and similar public notices prepared by or for the Contract Vendor, or its employees individually or jointly with others, or any subcontractors, shall identify the State as the sponsoring agency and shall not be released, unless such release is a specific part of an approved work plan included in the Master Agreement prior to its approval by the State's Authorized Representative and the State's Assistant Director or designee of Materials Management Division. The Contract Vendor shall make no representations of the State's opinion or position as to the quality or effectiveness of the products and/or services that are the subject of the Master Agreement without the prior written consent of the

State's Assistant Director or designee of Materials Management Division. Representations include any publicity, including but not limited to advertisements, notices, press releases, reports, signs, and similar public notices.

- 29. PURCHASE ORDERS. NEGOTIATED.** The State requires that there will be no minimum order requirements or charges to process an individual purchase order. The Master Agreement number and the PO number must appear on all documents (e.g., invoices, packing slips, etc.). The Ordering Entity's purchase order constitutes a binding contract. Unless otherwise expressly agreed between a Purchasing Entity and the Contract Vendor, any preprinted terms on the Purchasing Entity's purchase order shall be given no force or effect and no terms of a purchase order that conflict with this Master Agreement or the Participating Addendum shall be binding on Contract Vendor.
- 30. RIGHTS RESERVED.** Notwithstanding anything to the contrary, the State reserves the right to:
- reject any and all responses received;
 - select, for Master Agreements or for negotiations, a response other than that with the lowest cost;
 - waive or modify any informalities, irregularities, or inconsistencies in the responses received;
 - negotiate any aspect of the proposal with any responder and negotiate with more than one responder;
 - request a BEST and FINAL OFFER, if the State deems it necessary and desirable; and
 - terminate negotiations and select the next response providing the best value for the State, prepare and release a new RFP, or take such other action as the State deems appropriate if negotiations fail to result in a successful Master Agreement.
- 31. RISK OF LOSS OR DAMAGE.** The State is relieved of all risks of loss or damage to the goods and/or equipment during periods of transportation, and installation by the Contract Vendor and in the possession of the Contract Vendor or their authorized agent.
- 32. SEVERABILITY.** If any provision of the Master Agreement, including items incorporated by reference, is found to be illegal, unenforceable, or void, then both the State and the Contract Vendor shall be relieved of all obligations arising under such provisions. If the remainder of the Master Agreement is capable of performance it shall not be affected by such declaration or finding and shall be fully performed.
- 33. STATE AUDITS** (Minn. Stat. § 16C.05, subd. 5). The books, records, documents, and accounting procedures and practices of the Contract Vendor or other party, that are relevant to the Master Agreement or transaction are subject to examination by the contracting agency and either the Legislative Auditor or the State Auditor as appropriate for a minimum of six years after the end of the Master Agreement or transaction. The State reserves the right to authorize delegate(s) to audit this Master Agreement and transactions.
- 34. SURVIVABILITY.** The following rights and duties of the State and responder will survive the expiration or cancellation of the resulting Master Agreements. These rights and duties include, but are not limited to paragraphs: Indemnification, Hold Harmless and Limitation of Liability, State Audits, Government Data Practices, Governing Law, Jurisdiction and Venue, Publicity, Intellectual Property Indemnification, and Admin Fees.
- 35. TRADE SECRET/CONFIDENTIAL INFORMATION.** Any information submitted as Trade Secret must be identified and submitted per the Trade Secret Form and must meet Minnesota Trade Secret as defined in Minn. Stat. § 13.37



COMPUTER EQUIPMENT 2014-2019



MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT B - PRICING

1. **BAND(S) AWARDED:** Band 1: Desktop Band 2: Laptop Band 3: Tablet Band 4: Server Band 5: Storage.
2. **PRICE STRUCTURE.** The contract employs a MINIMUM discount-off baseline price list structure with category exceptions for each band. The category discounts may be higher or lower than the than the band discount. The minimum discount and categorized exceptions will be applied to all "quantity one" procurements. An end user will be able to verify pricing using the named base line price list and the minimum discounts with the categorized exceptions provided in the Master Agreement.
3. **PRICE GUARANTEE.** These discounts must remain firm, or the discount may be increased, during the term of the Master Agreement.
4. **BASELINE PRICE LIST.** The Base Line Price is designated in the Pricing Discount Schedule. The Base Line Price List must be accessible and verifiable by potential end users preferably on the Contract Vendor Website. All historic versions of the Baseline Price List must be made available upon request pursuant to the audit provisions.
5. **PRODUCT AND SERVICE SCHEDULE (PSS).** The Product and Service Schedule (PSS) identifies a complete listing of all products and services included in the awarded Master Agreement. The PSS serves as the Contract Catalog. **The PSS will be submitted to the Lead State following contract award and must be approved by the Lead State prior to the start of any sales.** The PSS must be available on the Contract Vendor website for end users to verify pricing based on the minimum discounts with category exceptions provided off a designated base line price list. The Contract Vendor will work with each State to develop a satisfactory PSS reflecting the individual States restrictions.
6. **CHANGES TO THE PSS.** Contract Vendor will request changes to the PSS utilizing an Action Request Form (ARF). Submittals will be reviewed by the Lead State quarterly. Obsolete and discontinued products will be removed.
7. **BULK/VOLUME PRICING.** Further bulk/quantity savings may be obtained when additional quantities are requested. Additional savings are expected when competing awarded vendors for volume pricing.
8. **PROMOTIONAL OFFERS.** Contract Vendors may provide promotions for deeply discounted products based on their inventory and sales. The Contract Vendors will be responsible to market these offers.
9. **PREMIUM SAVINGS PACKAGE PROGRAM.** Contract Vendors participating in the Premium Savings Package (PSP) Program will commit to the standard configurations. The standards currently are refreshed every six months (May and November). Refresh schedule is subject to change. See current configurations: <http://www.wnpsp.com/index.html>. States and other Participating Entities can choose to purchase these packages without any signing additional documents.
10. **TRADE-IN.** Trade-In Programs are the option of the Participating Entity. The Participating Addendum by each State may address the allowance of Trade-Ins.
11. **SERVICES.** Services are at the option of the Participating Entity. The Participating Addendum by each State may address service agreement terms and related travel.

12. **LEASING.** The Discount schedule will indicate if the Contract Vendor provides leasing. Participating Entities may enter in to lease agreements if they have the legal authority to enter into these types of agreements. The Participating Addendum by each State will identify if and how leasing agreement terms will be conducted.
13. **FREIGHT.** All prices shall be FOB Destination, prepaid and allowed (with freight included in the price), to the address, receiving dock or warehouse as specified on the ordering agency's purchase order. In those situations in which the "deliver-to" address has no receiving dock or agents, the Contract Vendor must be able to deliver to the person specified on the PO without additional cost. If there is a special case where inside delivery fee must be charged, the Contract Vendor will notify the customer in advance in order for the customer to determine if the additional cost will affect the decision to utilize the Contract Vendor.
14. **DELIVERY.** Delivery of ordered product should be completed within thirty (30) calendar days after receipt of an order, unless otherwise agreed to by the ordering agency.



COMPUTER EQUIPMENT 2014-2019



MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT B - PRICING SCHEDULE

1. BASELINE PRICING DELL RETAIL PRICE LIST

LINK: <http://ftpbox.us.dell.com/slg/weekly/dellpricereport.pdf>

2. BAND DISCOUNTS - (CATEGORY EXCEPTIONS APPLICABLE IN ALL BANDS)

	DELL CATEGORY	MINIMUM DISCOUNT
BAND 1 DESKTOP	A	13.5%
BAND 2 LAPTOP	A	13.5%
BAND 3 TABLET	H	4%
BAND 4 SERVER	A	13.5%
BAND 5 STORAGE	A	13.5%

IMPORTANT: The minimum discount is provided, refer to Contract Vendor's Website for any additional discounts and request a quote for bulk/volume discounts. All prices shall be FOB Destination, prepaid and allowed (with freight included in the price). If there is a special case where inside delivery fee must be charged, the Contract Vendor will notify the customer in advance.

CATEGORY EXCEPTIONS:

Toner	F	1.5%
Value Latitude, OptiPlex, Workstation, Selected Products	H	4%
Selected Promo Offers; Inspiron; Selected Latitude; SC PowerEdge; Selected Dell EMC; Dell Branded Peripherals/Imaging: PowerConnect, Axim, Projector, Printer	S	2.5%
Spare Parts, selected Dimension Brand	U, W, Z	5%
3. THIRD PARTY PRODUCTS - (APPLICABLE IN ALL BANDS)	M	5.5%

CATEGORY EXCEPTIONS:

Selected Third Party Products (software and peripherals)	X	5%
Selected Third Party Printers	F	1.5%

4. SERVICES

Services are at the option of Participating States. Participating Addendums by each State may address service agreement terms and related travel. States may negotiate additional services. The majority of Dell-branded hardware includes a one-year warranty. Customer may purchase warranty upgrades for 2, 3, 4 or 5 years for certain Dell-branded hardware as offered by Dell. For Dell standard warranty information see <http://www.dell.com/learn/us/en/uscorp1/solutions/limited-hardware-warranties>

Selected Service on Poweredge Departmental Servers; Directline Service; 4-Hr On-Site Critical Care Plus; Business Care Plus On-Site Service (all years)	O	13.3%
On-site - Next Business Day On-site (extended yrs); Critical Care On-site Service (all yrs); other svcs	R,Z,Z1&ZS	5%

5. LEASING

Participating Addendum may identify if and how leasing agreement terms will be conducted.

6. ADDITIONAL DISCOUNTS - Request a quote for discounts on bulk/volume purchases.

a. Per Transaction Multiple Unit: Contact your Sales Representative for additional discounts for volume purchases.

Minimum Dollar Volume Associated with Single Transaction	Maximum Dollar Volume Associated with Single Transaction	Cat A only, Single Transaction, Maximum of 10 ship to Locations
\$50,000.00	\$99,999.99	Greater than or Equal to 1%
\$100,000.00	\$199,999.99	Greater than or Equal to 2%
\$200,000.00	\$499,999.99	Greater than or Equal to 4%
\$500,000.00	\$999,999.99	Greater than or Equal to 6%
\$1,000,000.00	No Maximum	Greater than or Equal to 8%

b. Cumulative: Cumulative Discounts are managed at the Master Agreement Level based on total volume.

Cumulative Dell Spend "Gates"	Category A Discount (Adjustment to the Matrix)
Up to \$2B	13.5%
\$2B to \$4B	14%
\$4B to \$6B	14.5%
\$6B to \$8B	15%
\$8B to \$10B	15.5%
Over \$10B	16%

c. Other Discounts provided: For purchases made online via Dell.com, Dell offers an additional 0.5% per category, except for Category O. For online purchases of Category O Services, Dell will offer a 13.5% discount.



COMPUTER EQUIPMENT 2014-2019



MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT C - PRODUCT AND SERVICE SCHEDULE (PSS)

1. **MAINTAINING THE PSS.** The Product and Service Schedule (PSS) identifies a complete listing of all products and services included in the awarded Master Agreement. The PSS serves as the WSCA-NASPO Contract Catalog. **The PSS will be submitted to the Lead State following contract award and must be approved by the Lead State prior to the start of any sales.** The PSS must be available on the Contract Vendor website for end users to verify pricing based on the minimum discounts with category exceptions provided off a designated base line price list. The Contract Vendor will work with each State to develop a satisfactory PSS reflecting the individual States restrictions. The Contract Vendor will work to develop a PSS satisfactory to the Lead State prior to the start of sales and containing the following information:
 - a. Band number
 - b. Part # - SKU #
 - c. Manufacturer
 - d. Description
 - e. Minimum Discount
 - f. Category Code (This code will be refined during the approval process)
 - g. Other fields approved by the Lead State
2. **CHANGES TO THE PSS:** Contract Vendor will request changes to the PSS utilizing an Action Request Form (ARF). Submittals will be reviewed by the Lead State quarterly. Obsolete and discontinued products will be removed.
3. **FORMAT:** The format for the final product and service schedule will be approved within 30 days of contract award. Suggested format is provided below:

MANUFACTURER NAME _____ DATE: _____
BASELINE PRICE LIST: _____
LINK: _____

BAND	Part # - SKU#	MANUFACTURER	DESCRIPTION	MINIMUM DISCOUNT	CATEGORY CODE
1	XYZ	ABC	DESKTOP	60%	1M
2	550	ZZZZZZZ	LAPTOP CART	10%	2TM
3	123A	ABC	SUPER TABLET	25%	3A

4. **THIRD PARTY PRODUCTS:** A list of third party products is to be submitted to the Lead State. Approval must be received from the Lead State prior to adding third party products to the Product and Service Schedule. Master Agreement restrictions of third party products include:
 - a. Contract Vendors can only offer Third Party Products in the bands they have been awarded.
 - b. Contract Vendor cannot offer products manufactured by another Contract Vendor holding a Minnesota WSCA-NASPO Master Agreement unless approved by the Lead State.
 - c. The Contract Vendor will assign the manufacturer or publisher's warranty and maintenance. The Contract Vendor will provide warranty and maintenance call numbers and assist the customer in engaging the manufacturer on warranty and maintenance issues.
 - d. Any additions to the Third Party Product list must be submitted utilizing the Action Request Form.
 - e. The approved Third Party Product list will be clearly posted on the Vendor provided website and updated as products are approved.



COMPUTER EQUIPMENT 2014-2019



MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT D - WEBSITE

1. **IMPLEMENTATION.** Within 30 calendar days of Master Agreement award, the Contract Vendor must provide a sample URL of the Master Agreement webpage to the Lead State for review and approval. The Lead State will review and determine acceptability of the website format and data. If the information is determined to be unacceptable or incorrect, the Contract Vendor will have 15 calendar days to provide revisions to the Lead State. Once the website is approved, the Contract Vendor may not make material changes to the website without notifying the Lead State and receiving written approval of the changes utilizing the Action Request Form. The Contract Vendor must continue to monitor and update the website throughout the life of the contract. Periodic audits may be conducted to ensure websites are updated and Contract Vendors will be expected to correct deficiencies.
2. **WEBSITE CONTENT.** The website must be separate from the Contract Vendor's commercially available (i.e., public) on-line catalog and ordering systems. Contract Vendor agrees to pursue design of a website to include the items listed below. The Lead State will review and determine acceptability of the website format and data as stated in Item 1 above.
 - a. Baseline Price List and historic versions
 - b. Approved Product and Service Schedule (PSS)
 - c. Product specifications, pricing, and configuration aids for the major product categories proposed that can be used to obtain an on-line quote
 - d. Third Party Product list will be clearly posted on the Vendor provided website and updated as products are approved
 - e. Link to the WSCA-NASPO EmarketCenter
 - f. Online ordering capability with the ability to remember multiple ship to locations if applicable to product
 - g. Contact information for order placement, service concerns (warranty and maintenance), problem reporting, and billing concerns
 - h. Sales representatives for participating entities
 - i. Purchase order tracking
 - j. Available Twenty-four (24) hours per day, seven (7) days per week availability, except for regularly scheduled maintenance
 - k. Additional Terms may not be posted on the Website without written approval of the Lead State
 - l. Link to the WSCA-NASPO EmarketCenter if a State is participating
 - m. Information on accessibility and accessible products
 - n. If participating in Premium Savings Package Program, lead with these products and display prominently on the website
 - o. Links to environmental certification, including but not limited to take-back/recycling programs,
 - p. Information regarding the use of Conflict minerals, as required by Section 13(p) of the Securities Exchange Act of 1934, as amended, and the rules promulgated thereunder. See: <http://www.sec.gov/rules/final/2012/34-67716.pdf>
 - q. Service options, service agreements for negotiations when allowed by a participating addendum
 - r. EPEAT, Energy Star, etc.
 - s. Link to Signed Participating Addendums
 - t. Link to Signed Master Agreement
 - u. Link to solicitation and Response
3. **TERMINATION** Upon termination or expiration of the Master Agreement awarded from this RFP all websites, on-line offering systems and Electronic Catalog functions supported and/or available as part of the Master Agreement will cease and be removed from public viewing access without redirecting to another website.



COMPUTER EQUIPMENT 2014-2019



MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT E - ACTION REQUEST UPDATE FORM (ARF)

The Action Request Form (ARF) provided in this document must be utilized by the Contract Vendor to provide quarterly updates of PSS and to make requests. The Action Request Forms may be reviewed quarterly by the Lead State.

DATE: _____

ATTN: WSCA-NASPO Master Agreement Administrator

RE: Master Agreement # _____ with _____ (Contract Vendor)

Dear WSCA-NASPO Master Agreement Administrator:

_____ (Contract Vendor) is providing the following update and/or requesting the action noted below.

Action Requested: _____

Action Log: _____ Verify Log is attached

SELECT ACTION BELOW AND PROVIDE REQUIRED INFORMATION:

- | | |
|--|--|
| ☐ Update of Product & Service Schedule | Provide summary of additions, deletions and pricing changes. |
| NOTE: THIS WILL BE A NOTIFICATION OF CHANGES TO THE PSS, APPROVAL WILL NOT BE NEEDED | |
| ☐ Quarterly Self Audit | Check this box to verify the Quarterly Self Audit has been completed |
| ☐ Third Party Product Addition | Provide warranty Guarantee |
| ☐ Marketing Approval | Attach Materials for review |
| ☐ Material Website Change | Describe and provide link for review |
| ☐ Miscellaneous Inquiry | Provide detail (e.g. key contact change, etc.) |

The Contract Vendor certifies Products and Services provided meet the terms and conditions of the Master Agreement and understands they may be audited for compliance. Additional information may be requested upon submission. The Lead State may remove previously approved items throughout the life of the Master Agreement if in the best interest at its sole discretion.

Contract Vendor: _____ Name of Requester: _____

Title of Requester: _____





COMPUTER EQUIPMENT 2014-2019



MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT F - REPORTING

- OWNERSHIP:** Recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and WSCA-NASPO shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided.
- DUE DATE:** Reports shall be due no later than the last day of the month following the end of the calendar quarter.

	FROM	TO	DUE
Q1	January 1	March 31	April 30
Q2	April 1	June 30	July 31
Q3	July 1	September 30	October 31
Q4	October 1	December 31	January 31

3. REQUIRED REPORTS:

	Report Name	Submitted to	Purpose & Submittal
1	WSCA-NASPO Administrative Fee	WSCA-NASPO	Identify total sales and administrative fee due to WSCA-NASPO 1) Go to: http://www.naspo.org/WNCPO/Calculator.aspx 2) Complete all contract report information fields 3) Enter total sales per State or Select "no sales for quarter" checkbox 4) Click on Submit button
2	WSCA-NASPO Detailed Sales	WSCA-NASPO	Detailed sales data by line item. Currently via an Excel Report template. Future MAY involve a portal. No modifications may be made by the Contract Vendor to the template. This report may also fulfill the reporting requirements of self audits, premium savings sales, and Bring Your Own Device Employee Sales.
3	Participating States	Participating State	Contract Vendor may utilize the detailed sales report to report to individual States unless otherwise directed by the State. States may require additional reporting.
4	Participating Addendum Status	WSCA-NASPO	Provides status of Participating Addendums. Excel Template to be provided by WSCA-NASPO.
5	Premium Saving Package (PSP)	PSP Lead	Additional reporting may be requested.
6	Quarterly Updates of PSS and Self Audit	Lead State	Utilize the Action Request Form (ARF)



COMPUTER EQUIPMENT 2014-2019



MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT G - DEFINITIONS

Acceptance. See Master Agreement Terms regarding Acceptance and Acceptance Testing.

Accessory. Accessories do not extend the functionality of the computer, but enhances the user experience i.e., mouse pad, monitor stand. For the purposes of this proposal, accessories are considered peripherals.

Bands: For the purpose of this solicitation, there are six product bands which may be awarded. Each product band includes related peripherals and services. Responders must only respond to Bands in which they manufacture the defined product. Responder may receive an award in one or more bands for which they manufacture a product based on the evaluation.

BAND 1: DESKTOP. A desktop computer is a personal computer intended for regular use at a single location. A desktop computer typically comes in several units connected together during installation: 1) the processor, 2) display monitor and 3) input devices usually a keyboard and a mouse. All operating systems for tablets are allowed. Zero Clients, Thin clients, all in ones and workstations will also be included under desktops. Ruggedized equipment may also be included in the Product and Service schedule for this band.

BAND 2: LAPTOP. A laptop computer is a personal computer for mobile use. A laptop includes a display, keyboard, point device such as a touchpad and speakers into a single unit. A laptop can be used away from an outlet using a rechargeable battery. All operating systems for tablets are allowed. Laptops will include notebooks, ultrabook, mobile thin clients, chromebooks and netbooks. Computers with mobile operating systems will also be included under laptops. Tablets that have the option to be utilized with a keyboard can be sold in this band. Ruggedized equipment may also be included in the Product and Service Schedule for this band.

BAND 3: TABLET. A tablet is a mobile computer that provides a touchscreen which acts as the primary means of control. All operating systems for tablets are allowed. Ruggedized equipment may also be included as a category in the Product and Service Schedule for this band.

BAND 4: SERVER. A server is a physical computer dedicated to run one or more services or applications (as a host) to serve the needs of the users of other computers on a network. This band also includes server appliances. Server appliances have their hardware and software preconfigured by the manufacturer. It also includes embedded networking components such as those found in blade chassis systems. Ruggedized equipment may also be included in the Product and Service Schedule for this band.

BAND 5: STORAGE. Storage is hardware with the ability to store large amounts of data. This band includes SAN switching necessary for the proper functioning of the storage environment. Ruggedized equipment may also be included in the Product and Service Schedule for this band.

~~**BAND 6: RUGGEDIZED DEVICES** Ruggedized refers to devices specifically designed to operate reliably in harsh usage environments and conditions, such as strong vibrations, extreme temperatures and wet or dusty conditions. Ruggedized Devices may also be offered under bands 1-5 of the Master Agreement. BAND 6 REMOVED. RUGGEDIZED EQUIPMENT MAY BE SOLD IN BANDS 1-5, PROVIDED IT MEETS BAND REQUIREMENTS.~~

Cloud Services. Delivery of computing as a service rather than a product, whereby shared resources, software and information are provided to computers and other devices as a utility over a network, such as the Internet. (Cloud Services including acquisitions structured as managed on-site services are not allowed.)

Contract Vendor or Contractor. The manufacturer responsible for delivering products or performing services under the terms and conditions set forth in the Master Agreement. The Contract Vendor must ensure partners utilized in the performance of this contract adhere to all the terms and conditions. For the purposes of this RFP, the term Partner will be utilized in naming the relationship a manufacturer has with another company to market and sell the contract. Participating States will have final determination/approval if a Partner may be approved for that state in the role identified by the Contract Vendor.

Components. Parts that make up a computer configuration.

Configuration. The combination of hardware and software components that make up the total functioning system.

Desktop. This is Band 1 of this solicitation. A desktop computer is a personal computer intended for regular use at a single location. A desktop computer typically comes in several units connected together during installation: 1) the processor,

2) display monitor and 3) input devices usually a keyboard and a mouse. Desktop virtualization endpoints such as zero and thin clients will also be included under the Desktop Band.

Energy Star®. A voluntary energy efficiency program sponsored by the U.S. Environmental Protection Agency. The Energy Star program makes identification of energy efficient computers easy by labeling products that deliver the same or better performance as comparable models while using less energy and saving money. Energy Star qualified computers and monitors automatically power down to 15 watts or less when not in use and may actually last longer than conventional products because they spend a large portion of time in a low-power sleep mode. For additional information on the Energy Star program, including product specifications and a list of qualifying products, visit the Energy Star website at <http://www.energystar.gov>.

EPEAT. A system for identifying more environmentally preferable computer desktops, laptops, and monitors. It includes an ANSI standard - the IEEE 1680 EPEAT standard - and website www.epeat.net to identify products manufacturers have declared as meeting the standard. EPEAT provides a clear and consistent set of performance criteria for the design of products. It is not a third-party certification program. Instead, Manufacturers self-certify that their products are in conformance with the environmental performance standard for electronic products.

FOB Destination. Shipping charges are included in the price of the item and the shipped item becomes the legal property and responsibility of the receiver when it reaches its destination unless there is acceptance testing required.

FOB Inside Delivery. Special Shipping arrangements, such as inside delivery, may include additional fees payable by the Purchasing Entity. Any FOB inside delivery must be annotated on the Purchasing Entity ordering document.

General Consulting. Services related to advising agencies on how best to use information technology to meet business objectives. Examples of such services would include management and administration of IT systems. Each State will have varying laws, rules, policies and procedures surrounding general consulting which need adherence. Minnesota Statute section 16C.08 defines general consulting for the State of Minnesota. <https://www.revisor.mn.gov/statutes/?id=16C.08>

Laptop. This is Band 2 of this solicitation. A laptop computer is a personal computer for mobile use. A laptop includes a display, keyboard, point device such as a touchpad and speakers into a single unit. A laptop can be used away from an outlet using a rechargeable battery. Laptop Band may include notebooks, ultrabooks, and netbooks. Computers with mobile operating systems will also be included under the Laptop Band.

Lead State. The State conducting this cooperative solicitation and centrally administering any resulting Master Agreement with the permission of the Signatory States. Minnesota is the Lead State for this procurement and the laws of Minnesota Statute Chapter 16C apply to this procurement.

Manufacturer. A company that, as one of its primary business function, designs, assembles owns the trademark/patent and markets branded computer equipment.

Master Agreement. The underlying agreement executed by and between the Lead State and the Contract Vendor.

Middleware. Middleware is the software "glue" that helps programs and databases (which may be on different computers) work together. Its most basic function is to enable communication between different pieces of software.

Options. An item of equipment or a feature that may be chosen as an addition to or replacement for standard equipment and features.

Order. A purchase order, sales order, or other document used by a Purchasing Entity to order the Equipment.

Participating Addendum. A written statement of agreement signed by the Contract Vendor and a Participating State or other Participating Entity that clarifies the operation of this Master Agreement for the Participating Entity (e.g., ordering procedures specific to a Participating State) and may add other state-specific language or other requirements. A Participating Addendum evidences the Participant's willingness to purchase and the Contract Vendor's willingness to provide equipment under the terms and conditions of this Master Agreement with any and all exceptions noted and agreed upon.

Participating States. States that utilize the Master Agreement established by the RFP and enter into a Participating Addendum which further defines their participation.

Participating Entity. A Participating State, or other legal entity, properly authorized by a Participating State to enter into the Master Agreement through a Participating Addendum and that authorizes orders from the Master Agreement by Purchasing Entities. Under the WSCA-NASPO program, in some cases, local governments, political subdivisions or other entities in a State may be authorized by the chief procurement official to execute its own Participating Addendum where a Participating Addendum is not executed by the chief procurement official for that state that covers local governments, political subdivisions, or other government entities in the state.

Partner. A company, authorized by the Contract Vendor and approved by the Participating State, to provide marketing, support, or other authorized contract services on behalf of the Contract Vendor in accordance with the terms and conditions of the Contract Vendor's Master Agreement. In the RFP, Partner is the term that is used to call out the many different relationships a manufacturer may have with another company to market their product including, but not limited to agents, subcontractors, partners, fulfillment partners, channel partners, business partners, servicing subcontractor, etc.

Peripherals. A peripheral means any hardware product that can be attached to, added within or networked with personal computers, servers and storage. Peripherals extend the functionality of a computer without modifying the core components of the system. For the purposes of this proposal, peripherals are defined as including accessories.

Peripherals may be manufactured by a third party, however, Contract Vendor shall not offer any peripherals manufactured by another Contract Vendor holding a Master Agreement. The Contract Vendors shall provide the warranty service and

maintenance for all peripherals on the Master Agreement. **Examples of peripherals/accessories/options:** Include but are not limited to: printers, monitors, multifunction printers, audiovisual equipment, instructional equipment, cabling, modems, networking to support server, storage and client applications such as routers, switches. Software is an option which must be related to the purchase of equipment and subject to configuration limits. **Third party products are allowed to be offered as peripherals/accessories/options and may be offered in any related band.**

Per Transaction Multiple Unit Discount. A contractual volume discount based on dollars in a single purchase order or combination of purchase orders submitted at one time by a Participating Entity or multiple entities conducting a cooperative purchase.

Premium Savings Packages. Deeply discounted standard configurations available to Purchasing Entities using the Master Agreement. This specification includes a commitment to maintain and upgrade (keep pace with the advance of technology) the standard configurations for a stated period of time or intervals. WSCA-NASPO reserves the right to expand and modify the PSP throughout the life of the contract. See <http://www.wnpsp.com/index.html>.

Purchasing Entity – means a state, city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues an order against the Master Agreement and becomes financially committed to the purchase.

Ruggedized. This was band 6 of this solicitation. Ruggedized refers to equipment specifically designed to operate reliably in harsh usage environments and conditions, such as strong vibrations, extreme temperatures and wet or dusty conditions.

Services. Broadly classed as installation/de-installation, maintenance, support, training, migration, and optimization of products offered or supplied under the Master Agreement. These types of services may include, but are not limited to: warranty services, maintenance, installation, de-installation, factory integration (software or equipment components), asset management, recycling/disposal, training and certification, pre-implementation design, disaster recovery planning and support, service desk/helpdesk, and any other directly related technical support service required for the effective operation of a product offered or supplied. Contract Vendors may offer, but participating States and entities do not have to accept, limited professional services related **ONLY** to the equipment and configuration of the equipment purchased through the resulting contracts. **EACH PARTICIPATING STATE DETERMINES RESTRICTIONS AND NEGOTIATES TERMS FOR SERVICES.**

Server. This is Band 4 of this solicitation. A server is a physical computer dedicated to run one or more services or applications (as a host) to serve the needs of the users of other computers on a network. This band also includes server appliances. Server appliances have their hardware and software preconfigured by the manufacturer. It also includes embedded networking components such as those found in blade chassis systems. Ruggedized equipment may also be included in the Product and Service Schedule for this band.

Storage. This is Band 5 of this solicitation. Storage is hardware with the ability to store large amounts of data. This band includes SAN switching necessary for the proper functioning of the storage environment. Ruggedized equipment may also be included in the Product and Service Schedule for this band.

Storage Area Network. A storage area network (SAN) is a high-speed special-purpose network (or subnetwork) that interconnects different kinds of data storage devices with associated data servers on behalf of a larger network of users.

Storage as a Service (STaaS). An architecture model by which a provider allows a customer to rent or lease storage space on the provider's hardware infrastructure on a subscription basis. E.g., manage onsite or cloud services.

Software. For the purposes of this proposal, software is commercial operating off the shelf machine-readable object code instructions including microcode, firmware and operating system software that are preloaded on equipment. The term "Software" applies to all parts of software and documentation, including new releases, updates, and modifications of software.

Tablet. This is Band 3 of this solicitation. A tablet is a mobile computer that provides a touchscreen which acts as the primary means of control. Tablet band may include notebooks, ultrabooks, and netbooks that are touchscreen capable.

Takeback Program. The Contract Vendor's process for accepting the return of the equipment or other products at the end of life.

Third Party Products. Products sold by the Contract Vendor which are manufactured by another company.

Upgrade. Refers to replacement of existing software, hardware or hardware component with a newer version.

Warranty. The Manufacturers general warranty tied to the product at the time of purchase.

Wide Area Network or WAN. A data network that serves users across a broad geographic area and often uses transmission devices provided by common carriers.

WSCA-NASPO. The WSCA-NASPO cooperative purchasing program, facilitated by the WSCA-NASPO Cooperative Purchasing Organization LLC, a 501(c)(3) limited liability company that is a subsidiary organization of the National Association of State Procurement Officials (NASPO). The WSCA-NASPO Cooperative Purchasing Organization facilitates administration of the cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states and the District of Columbia. The WSCA-NASPO Cooperative Development Team is identified in the Master Agreement as the recipient of reports and may be performing contract administration functions as assigned by the Lead State Contract Administrator.



STATE OF MINNESOTA

Office of State Procurement
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155
Voice: 651.296.2600
Fax: 651.297.3996



May 7, 2021

Alyssa Sayles
Dell Marketing L.P.
One Dell Way
Mailstop RR1-33 Legal
Round Rock, TX 78682

Dear Ms. Sayles:

Please find enclosed Amendment 3 to NASPO Master Agreement No. MNWNC-108 for you to complete and return.

Using the DocuSign process, please have the attached document(s) signed
and routed for the State's execution by **May 14, 2021**.

A current certificate of insurance from your insurer, in the amounts called for in the contract, is required now to complete the contract document. The insurance requirements are attached for your convenience. Please have your insurance provider send a copy of the COI electronically to Elizabeth Randa at Elizabeth.Randa@state.mn.us. No contract document will be executed with your company until the COI has been received and approved.

If the Amendment is not properly executed it will be returned to you. Upon receipt of the properly executed document, and after signatures are obtained from the appropriate State authorities, a copy of the completed Amendment will be sent to your company.

If you have any questions, please feel free to contact me.

Sincerely,

Andy Doran
IT Acquisitions Supervisor
Enclosure(s)

cc: Pamela Kunhart

AMENDMENT NO. 3 TO NASPO MASTER AGREEMENT NO. MNWNC-108

THIS AMENDMENT is by and between the State of Minnesota, acting through its Commissioner of Administration ("State"), and Dell Marketing L.P., One Dell Way, Mailstop RR1-33 Legal, Round Rock, TX 78682 ("Contractor" or "Contract Vendor").

WHEREAS, the State has a Contract with the Contractor identified as NASPO Master Agreement No. MNWNC-108, April 15, 2015, through July 31, 2021 ("Contract"), to provide Computer Equipment, Peripherals & Related Services; and

WHEREAS, Minn. Stat. § 16C.03, subd. 5, affords the Commissioner of Administration, or delegate pursuant to Minn. Stat. § 16C.03, subd. 16, the authority to amend contracts; and

WHEREAS, the terms of the Contract allow the State to amend the Contract as specified herein, upon the mutual agreement of the Office of State Procurement and the Contractor in a fully executed amendment to the Contract.

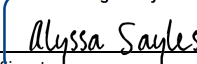
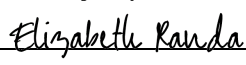
NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

1. That NASPO Master Agreement No. MNWNC-108 is extended through July 31, 2022, at the same prices, terms, and conditions.

This Amendment is effective beginning August 1, 2021, or upon the date that the final required signatures are obtained, whichever occurs later, and shall remain in effect through contract expiration, or until the Contract is canceled, whichever occurs first.

Except as herein amended, the provisions of the Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed intending to be bound thereby.

1. Dell Marketing L.P. The Contractor certifies that the appropriate person(s) have executed this Amendment on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances. DocuSigned by: By: <u></u> Signature ID: 963F195AB752450... <u>Alyssa Sayles</u> Printed Name Title: <u>Contract Administrator</u> Date: <u>5/10/2021</u> By: _____ Signature _____ Printed Name Title: _____ Date: _____	2. Office of State Procurement In accordance with Minn. Stat. § 16C.03, subd. 3. DocuSigned by: By: <u></u> Signature ID: 742DE739C8ED492... Title: <u>Acquisition Management Specialist</u> Date: <u>5/14/2021</u> 3. Commissioner of Administration Or delegated representative. DocuSigned by: By: <u></u> Signature ID: 68D02A26D7604BA... Date: <u>5/14/2021</u>
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STATE OF MINNESOTA

Office of State Procurement
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155
Voice: 651.296.2600
Fax: 651.297.3996



May 7, 2021

Alyssa Sayles
EMC Corporation
176 South Street
Hopkinton, MA 01748

Dear Ms. Sayles:

Please find enclosed Amendment 3 to NASPO Master Agreement No. MNWNC-109 for you to complete and return.

Using the DocuSign process, please have the attached document(s) signed
and routed for the State's execution by **May 14, 2021**.

A current certificate of insurance from your insurer, in the amounts called for in the contract, is required now to complete the contract document. The insurance requirements are attached for your convenience. Please have your insurance provider send a copy of the COI electronically to Elizabeth Randa at Elizabeth.Randa@state.mn.us. No contract document will be executed with your company until the COI has been received and approved.

If the Amendment is not properly executed it will be returned to you. Upon receipt of the properly executed document, and after signatures are obtained from the appropriate State authorities, a copy of the completed Amendment will be sent to your company.

If you have any questions, please feel free to contact me.

Sincerely,

Andy Doran
IT Acquisitions Supervisor
Enclosure(s)

cc: Pamela Kunhart

AMENDMENT NO. 3 TO NASPO MASTER AGREEMENT NO. MNWNC-109

THIS AMENDMENT is by and between the State of Minnesota, acting through its Commissioner of Administration ("State"), and EMC Corporation, 176 South Street, Hopkinton, MA 01748 ("Contractor" or "Contract Vendor").

WHEREAS, the State has a Contract with the Contractor identified as NASPO Master Agreement No. MNWNC-109, April 15, 2015, through July 31, 2021 ("Contract"), to provide Computer Equipment, Peripherals & Related Services; and

WHEREAS, Minn. Stat. § 16C.03, subd. 5, affords the Commissioner of Administration, or delegate pursuant to Minn. Stat. § 16C.03, subd. 16, the authority to amend contracts; and

WHEREAS, the terms of the Contract allow the State to amend the Contract as specified herein, upon the mutual agreement of the Office of State Procurement and the Contractor in a fully executed amendment to the Contract.

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

1. That NASPO Master Agreement No. MNWNC-109 is extended through July 31, 2022, at the same prices, terms, and conditions.

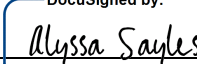
This Amendment is effective beginning August 1, 2021, or upon the date that the final required signatures are obtained, whichever occurs later, and shall remain in effect through contract expiration, or until the Contract is canceled, whichever occurs first.

Except as herein amended, the provisions of the Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed intending to be bound thereby.

1. EMC Corporation

The Contractor certifies that the appropriate person(s) have executed this Amendment on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: 
DocuSigned by: Signature ID: 003F195AB752450...
Alyssa Sayles
Printed Name

Title: Contract Administrator

Date: 5/10/2021

By: _____
Signature

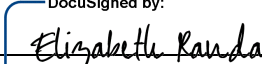
Printed Name

Title: _____

Date: _____

2. Office of State Procurement

In accordance with Minn. Stat. § 16C.03, subd. 3.

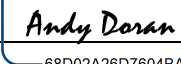
By: 
DocuSigned by: 742DE739C8ED492...

Title: Acquisition Management Specialist

Date: 5/14/2021

3. Commissioner of Administration

Or delegated representative.

By: 
DocuSigned by: 68D02A26D7604BA...

Date: 5/14/2021



COUNCIL COMMUNICATION

CC #: 1654
File #: 0203-12

Title: Ammunition - Sole Source Purchase Order
Contact: Scott Christian 916-774-5099 schristian@roseville.ca.us

Meeting Date: 8/18/2021
Item #: 6.8.

RECOMMENDATION TO COUNCIL

Staff recommends Council approve sole source purchase order to San Diego Police Equipment Co. Inc. for the purchase of ammunition not to exceed \$110,000.

BACKGROUND

The Police Department has an ongoing requirement for ammunition for its Police personnel. The purchase is for pistol and rifle caliber rounds of ammunition to be used in Glock model 17, 19, 22, 23, and 35 duty pistols, AR-15 rifles, and Colt M-4's. These various weapons are used by the City's patrol officers, Regional SWAT team, and Animal Control Officers. The Police Department continues to face delays in acquiring ammunition from vendors due to worldwide shortages of raw materials and unprecedented demand on law enforcement, military, and civilian markets. Quoted delivery times of six to eight months are now commonplace. In addition to increased delivery delays and backorders, ammunition prices have continued to rise. The Police Department's ammunition purchase is expected to last through this fiscal year.

CCI-Speer Ammunition has an exclusive distributorship with San Diego Police Equipment Co. Inc. for California, and therefore is the City's only available source for the purchase of the CCI-Speer ammunition.

FISCAL IMPACT

The total estimated cost of the ammunition is \$109,956.74. Funding has been approved in the Police Department's FY2021-22 departmental budget in the General Fund.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. The purchase of ammunition meets the above criteria and is not

subject to CEQA. No additional environmental review is required.

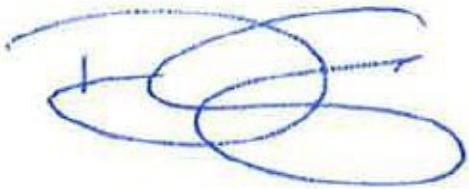
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal C - Maintain a safe and healthy community

Respectfully Submitted,

Mark Peinado, Management Analyst

Troy Bergstrom, Police Chief

A handwritten signature in blue ink, consisting of several overlapping loops and a horizontal line, positioned above a horizontal line.

Dominick Casey, City Manager

ATTACHMENTS:

Description



COUNCIL COMMUNICATION

CC #: 1676
File #: 0600-04

Title: International City Management Association Retirement Corporation - Administrative Services Agreement and Plan Amendment
Contact: Linda Hampton 916-774-5215 lhampton@roseville.ca.us

Meeting Date: 8/18/2021
Item #: 6.9.

RECOMMENDATION TO COUNCIL

Staff is requesting that City Council adopt a resolution authorizing the City Manager to execute an Administrative Services Agreement with International City Management Association Retirement Corporation (ICMA-RC) proposing a new lower revenue structure for participants to pay for plan expenses for funds invested in the 457 and 401a deferred compensation plans.

Staff is also requesting that City Council adopt a resolution authorizing the City Manager to execute a plan amendment to the 457 plan to allow for 457 ROTH deferrals into the plan.

BACKGROUND

The City contracts with ICMA-RC to administer a variety of voluntary and supplementary retirement savings plans, to include 401a and 457 deferred compensation plans. Currently, there is no administrative fee on the available plan funds, but ICMA-RC collects revenue from each fund that goes towards paying for plan expenses. This has been an average of .12%, which is paid by plan participants. ICMA-RC has evaluated the current revenue structure and is proposing a new structure that lowers the total revenue needed to pay for plan expenses, as they are a non-profit organization. The new agreement limits the total annual aggregate record keeping revenue to .06% for fund management. In the event that there is an excess of the revenue limit, the excess may be returned to the plan participants. A small portion may be reserved for fiduciary consultation, participant outreach/education, and other related costs. ICMA-RC projects the savings to be approximately \$120,000 per year. The new agreement would extend our existing agreement by three years with an ability to renew for two one-year term agreements.

The City's current 457 plan structure does not allow for deferrals to be after taxes. Staff is requesting that the City Manager execute a plan amendment to the 457 plan to allow for ROTH deferrals into the plan. 457 ROTH deferrals in a 457 plan and associated earnings can be withdrawn tax-free at retirement and has higher after-tax contributions limits than the Roth IRA currently offered to employees. This change would provide flexibility to the employees in managing their retirement investments.

FISCAL IMPACT

There is no fiscal impact.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. Amending retirement fund agreements and plan amendments meet the above criteria and is not subject to CEQA. No additional environmental review is required.

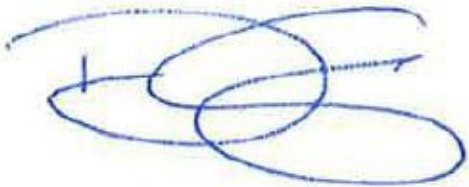
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Deliver exceptional City services

Respectfully Submitted,

Linda Hampton, Human Resources Manager

Stacey Peterson, Human Resources Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 21-381

Agreement

Resolution 21-382

ICMA-RC 457 Plan Amendment 2021

RESOLUTION NO. 21-381

APPROVING AN ADMINISTRATIVE SERVICES AGREEMENT, BY AND BETWEEN
INTERNATIONAL CITY MANAGEMENT ASSOCIATION RETIREMENT
CORPORATION AND THE CITY OF ROSEVILLE, AND AUTHORIZING THE CITY
MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an Administrative Services Agreement, by and between International City Management Association Retirement Corporation and the City of Roseville, has been reviewed by the Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said agreement is hereby approved and that the City Manager is authorized to execute the agreement as well as all necessary agreements and documents incidental to the administration of the City's retirement plan ("Plan") on behalf of the City of Roseville.

BE IT FURTHER RESOLVED that the City of Roseville Human Resources Director shall be the coordinator for the Plan; shall receive reports, notices, etc., from MissionSquare Retirement or VantageTrust; shall cast, on behalf of the City of Roseville, any required votes under VantageTrust; and may delegate any administrative duties relating to the Plan to appropriate departments.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2021, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

ADMINISTRATIVE SERVICES AGREEMENT

Between

ICMA Retirement Corporation

and

City of Roseville

Type: **457**

Account #: **301342**

Type: **401**

Account #: **109643, 108699**

ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement ("Agreement"), made as of this day, (please enter date) _____, (herein referred to as the "Inception Date"), between the International City Management Association Retirement Corporation ("ICMA-RC"), a nonprofit corporation organized and existing under the laws of the State of Delaware, and the **City of Roseville** ("Employer"), an **Entity** organized and existing under the laws of the State of **California** with an office at **311 Vernon Street, Roseville, California 95678**.

RECITALS

Employer acts as public plan sponsor of a retirement plan ("Plan"), and in that capacity, has responsibility to obtain administrative services and investment alternatives for the Plan;

VantageTrust is a group trust established and maintained in accordance with New Hampshire Revised Statutes Annotated section 391:1 and Internal Revenue Service Revenue Ruling 81-100, 1981-1 C.B. 326, which provides for the commingled investment of retirement funds;

ICMA-RC, or its wholly owned subsidiary, acts as investment adviser to VantageTrust Company, LLC, the Trustee of VantageTrust;

ICMA-RC has designed, and VantageTrust offers, a series of separate funds (the "Funds") for the investment of plan assets as referenced in VantageTrust's principal disclosure documents, the VantageTrust Disclosure Memorandum and the Funds' Fact Sheets (together, "VT Disclosures"); and

ICMA-RC provides a range of services to public employers for the operation of employee retirement plans including, but not limited to, communications concerning investment alternatives, account maintenance, account recordkeeping, investment and tax reporting, transaction processing, and benefit disbursement.

AGREEMENTS

1. Appointment of ICMA-RC

Employer hereby appoints ICMA-RC as Administrator of the Plan to perform all nondiscretionary functions necessary for the administration of the Plan. The functions to be performed by ICMA-RC shall be those set forth in Exhibit A to this Agreement.

2. Adoption of VantageTrust

Employer has adopted the Declaration of Trust of VantageTrust Company and agrees to the commingled investment of assets of the Plan within VantageTrust. Employer agrees that the investment, management, and distribution of amounts deposited in VantageTrust shall be subject to the Declaration of Trust, as it may be amended from time to time and shall also be subject to terms and conditions set forth in disclosure documents (such as the VT Disclosures or Employer Bulletins) as those terms and conditions may be adjusted from time to time.

3. Exclusivity Agreement

Employer agrees that for the initial or succeeding term of this Agreement specified in Section 11, so long as ICMA-RC continues to perform in all material respects the services to be performed by it under this Agreement, Employer shall not obtain plan administration from anyone other than ICMA-RC. Employer acknowledges that ICMA-RC has agreed to the compensation to be paid to ICMA-RC under this Agreement in the expectation that ICMA-RC will be able to offset costs allocable to performing this Agreement with revenues arising from Employer's exclusive use of ICMA-RC at the rates provided herein throughout the initial or succeeding term.

4. Employer Duty to Furnish Information

Employer agrees to furnish to ICMA-RC on a timely basis such information as is necessary for ICMA-RC to carry out its responsibilities as Administrator of the Plan, including information needed to allocate individual participant accounts to Funds in VantageTrust, and information as to the employment status of participants, and participant ages, addresses, and other identifying information (including tax identification numbers). Employer also agrees that it will notify ICMA-RC in a timely manner regarding changes in staff as it relates to various roles. Such notification is to be completed through the plan sponsor website. ICMA-RC shall be entitled to rely upon the accuracy of any information that is furnished to it by a responsible official of the Employer or any information relating to an individual participant or beneficiary that is furnished by such participant or beneficiary, and ICMA-RC shall not be responsible for any error arising from its reliance on such information. ICMA-RC will provide reports, statements and account information to the Employer through the plan sponsor website.

Plan numbers 301342, 109643, 108699

Employer is required to send in contributions through the plan sponsor website. Alternative electronic methods may be allowed but must be approved by ICMA-RC for use. Contributions may not be sent through paper submittal documents.

To the extent Employer selects third-party funds that do not have fund profile information provided to ICMA-RC through electronic data feeds from external sources (such as Morningstar) or third-party fund providers, the Employer is responsible for providing to ICMA-RC timely fund investment updates for disclosure to Plan participants. Such updates may be provided to ICMA-RC through the Employer's investment consultant or other designated representative.

5. ICMA-RC Representations and Warranties

ICMA-RC represents and warrants to Employer that:

- (a) ICMA-RC is a non-profit corporation with full power and authority to enter into this Agreement and to perform its obligations under this Agreement. The ability of ICMA-RC, or its wholly owned subsidiary, to serve as investment adviser to VantageTrust Company is dependent upon the continued willingness of VantageTrust Company for ICMA-RC, or its wholly owned subsidiary, to serve in that capacity.
- (b) ICMA-RC is an investment adviser registered as such with the U.S. Securities and Exchange Commission under the Investment Advisers Act of 1940, as amended.
- (c)(i) ICMA-RC shall maintain and administer the 457(b) Plan in accordance with the requirements for eligible deferred compensation plans under Section 457 of the Internal Revenue Code and other applicable federal law; provided, however, that ICMA-RC shall not be responsible for the eligible status of the 457(b) Plan in the event that the Employer directs ICMA-RC to administer the 457(b) Plan or disburse assets in a manner inconsistent with the requirements of Section 457 or otherwise causes the 457(b) Plan not to be carried out in accordance with its terms. Further, in the event that the Employer uses its own customized plan document, ICMA-RC shall not be responsible for the eligible status of the 457(b) Plan to the extent affected by terms in the Employer's plan document that differ from those in ICMA-RC's model plan document. ICMA-RC shall not be responsible for monitoring state or local law applicable to retirement plans or for administering the 457(b) Plan in compliance with local or state requirements regarding plan administration unless Employer notifies ICMA-RC of any such local or state requirements.
- (c)(ii) ICMA-RC shall maintain and administer the 401(a) Plan in accordance with the requirements for plans which satisfy the qualification requirements of Section 401 of the Internal Revenue Code and other applicable federal law; provided, however, ICMA-RC shall not be responsible for the qualified

Plan numbers 301342, 109643, 108699

status of the 401(a) Plan in the event that the Employer directs ICMA-RC to administer the 401(a) Plan or disburse assets in a manner inconsistent with the requirements of Section 401 or otherwise causes the 401(a) Plan not to be carried out in accordance with its terms; provided, further, that if the plan document used by the Employer contains terms that differ from the terms of ICMA-RC's model plan document, ICMA-RC shall not be responsible for the qualified status of the 401(a) Plan to the extent affected by the differing terms in the Employer's plan document. ICMA-RC shall not be responsible for monitoring state or local law applicable to retirement plans or for administering the 401(a) Plan in compliance with local or state requirements regarding plan administration unless Employer notifies ICMA-RC of any such local or state requirements.

6. Employer Representations and Warranties

Employer represents and warrants to ICMA-RC that:

- (a) Employer is organized in the form and manner recited in the opening paragraph of this Agreement with full power and authority to enter into and perform its obligations under this Agreement and to act for the Plan and participants in the manner contemplated in this Agreement. Execution, delivery, and performance of this Agreement will not conflict with any law, rule, regulation or contract by which the Employer is bound or to which it is a party.
- (b) Employer understands and agrees that ICMA-RC's sole function under this Agreement is to act as recordkeeper and to provide administrative, investment or other services at the direction of Plan participants, the Employer, its agents or designees in accordance with the terms of this Agreement. Under the terms of this Agreement, ICMA-RC does not render investment advice, is neither the "Plan Administrator" nor "Plan Sponsor" as those terms are defined under applicable federal, state, or local law, and does not provide legal, tax or accounting advice with respect to the creation, adoption or operation of the Plan and its related trust. ICMA-RC does not perform any service under this Agreement that might cause ICMA-RC to be treated as a "fiduciary" of the Plan under applicable law, except, and only, to the extent that ICMA-RC provides investment advisory services to individual participants enrolled in Guided Pathways Advisory Services.
- (c) Employer acknowledges and agrees that ICMA-RC does not assume any responsibility with respect to the selection or retention of the Plan's investment options. Employer shall have exclusive responsibility for the Plan's investment options, including the selection of the applicable mutual fund share class. Where applicable, Employer understands that the VT Retirement Income Advantage Fund is an investment option for the Plan and that the fund invests in a separate account available through a group variable annuity contract. By entering into this Agreement, Employer acknowledges

Plan numbers 301342, 109643, 108699

that it has received the Important Considerations document and the VT Disclosures and that it has read the information therein concerning the VT Retirement Income Advantage Fund.

- (d) Employer acknowledges that certain such services to be performed by ICMA-RC under this Agreement may be performed by an affiliate or agent of ICMA-RC pursuant to one or more other contractual arrangements or relationships, and that ICMA-RC reserves the right to change vendors with which it has contracted to provide services in connection with this Agreement without prior notice to Employer.
- (e) Employer approves the use of its Plan in ICMA-RC external media, publications and materials. Examples include press releases announcements and inclusion of the general plan information in request for proposal responses.

7. Participation in Certain Proceedings

The Employer hereby authorizes ICMA-RC to act as agent, to appear on its behalf, and to join the Employer as a necessary party in all legal proceedings involving the garnishment of benefits or the transfer of benefits pursuant to the divorce or separation of participants in the Plan. Unless Employer notifies ICMA-RC otherwise, Employer consents to the disbursement by ICMA-RC of benefits that have been garnished or transferred to a former spouse, current spouse, or child pursuant to a domestic relations order or child support order.

8. Compensation and Payment

- (a) ICMA-RC's compensation under this Agreement shall be as set forth in subsection (b) below.
- (b) **Revenue Requirement.** ICMA-RC shall receive total annual aggregate recordkeeping revenue of **0.06%** from investment options offered by the Plan. ICMA-RC shall provide an administrative allowance quarterly to the Employer or to the Plan in an amount equal to any recordkeeping revenue received that is in excess of the revenue requirement, which administrative allowance shall be held in an unallocated plan account until distributed. In the event that recordkeeping revenue received by ICMA-RC from investment options offered by the Plan falls below the revenue requirement, ICMA-RC and the Employer shall mutually agree upon a method to make up the shortfall necessary to meet the revenue requirement. Employer understands that the Plan administrative allowance is to be used only to pay for reasonable plan administrative expenses of the Plan or to be allocated to Plan participants at the instruction of the Employer.

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- (c) **Compensation for Management Services to VantageTrust, Compensation for Advisory and other Services to the VT III Vantagepoint Funds and Payments from Third-Party Mutual Funds.** Employer acknowledges that, in addition to amounts payable under this Agreement, ICMA-RC, or its wholly owned subsidiary, receives fees from VantageTrust for investment advisory services and plan and participant services furnished to VantageTrust. Employer further acknowledges that ICMA-RC, including certain of its wholly owned subsidiaries, receives compensation for advisory and other services furnished to the VT III Vantagepoint Funds, which serve as the underlying portfolios of a number of Funds offered through VantageTrust. For a VantageTrust Fund that invests substantially all of its assets in a third-party mutual fund not affiliated with ICMA-RC, ICMA-RC or its wholly owned subsidiary receives payments from the third-party mutual fund families or their service providers in the form of 12b-1 fees, service fees, compensation for sub-accounting and other services provided based on assets in the underlying third-party mutual fund. These fees are described in the VT Disclosures and ICMA-RC's fee disclosure statement. In addition, to the extent that third party mutual funds are included in the investment line-up for the Plan, ICMA-RC receives administrative fees from its third party mutual fund settlement and clearing agent for providing administrative and other services based on assets invested in third party mutual funds; such administrative fees come from payments made by third party mutual funds to the settlement and clearing agent.
- (d) **Redemption Fees.** Redemption fees imposed by outside mutual funds in which Plan assets are invested are collected and paid to the mutual fund by ICMA-RC. ICMA-RC remits 100% of redemption fees back to the specific mutual fund to which redemption fees apply. These redemption fees and the individual mutual fund's policy with respect to redemption fees are specified in the prospectus for the individual mutual fund and referenced in the VT Disclosures.
- (e) **Payment Procedures.** All payments to ICMA-RC pursuant to this Section 8 shall be made from Plan assets held by VantageTrust or received from third-party mutual funds or their service providers in connection with Plan assets invested in such third-party mutual funds, to the extent not paid by the Employer. The amount of Plan assets administered by ICMA-RC shall be adjusted as required to reflect any such payments as are made from the Plan. In the event that the Employer agrees to pay amounts owed pursuant to this Section 8 directly, any amounts unpaid and outstanding after 30 days of invoice to the Employer shall be withdrawn from Plan assets.

The compensation and payment set forth in this Section 8 are contingent upon the Employer's use of ICMA-RC's plan sponsor website for contribution processing and submitting contribution funds by ACH or wire transfer on a consistent basis over the term

Plan numbers 301342, 109643, 108699

of this Agreement. The compensation in this Section 8 is also based on the assets of the Plan being invested in **R9** shares of VantageTrust.

The compensation and payment in this Section 8 will take effect in the calendar quarter following receipt at a Delivery Address (defined below the signature line) of one fully executed copy of this Administrative Services Agreement based upon the following schedule:

- Agreement received by February 20 – Effective April
- Agreement received by May 20 – Effective July
- Agreement received by August 20 – Effective October
- Agreement received by December 20 – Effective February

Employer further acknowledges and agrees that compensation and payment under this Agreement shall be subject to re-negotiation in the event that the Employer (a) chooses to implement additional mutual funds that neither (i) trade via NSCC nor (ii) meet ICMA-RC's daily trading operational guidelines or (b) chooses to implement investment options that are not mutual funds.

9. Contribution Remittance

Employer understands that amounts invested in the Plan are to be remitted directly to Vantagepoint Transfer Agents in accordance with instructions provided to Employer by ICMA-RC and are not to be remitted to ICMA-RC. In the event that any check or wire transfer is incorrectly labeled or transferred to ICMA-RC, ICMA-RC may return it to Employer with proper instructions.

10. Responsibility

ICMA-RC shall not be responsible for any acts or omissions of any person with respect to the Plan or its related trust, other than ICMA-RC (inclusive of its agents, board, directors, employees, contractors, sub-contractors and vendors) in connection with the services described in this Agreement and with the administration or operation of the Plan.

11. Term

This Agreement shall be in effect and commence on the date all parties have signed and executed this Agreement ("Inception Date"). The term of this Agreement will commence on the Inception Date and extend **three (3) years** from that date. This Agreement will be renewed automatically for **(2) one-year** term agreements unless written notice of termination is provided by either party to the other no less than 60 days before the end of such Agreement year. The Employer understands and acknowledges that, in the event the Employer terminates this Agreement (or replaces the Vantagepoint PLUS Fund, offered by VantageTrust, as an investment option in its investment line-up), ICMA-RC retains full discretion to release Plan assets invested in the Vantagepoint PLUS Fund in an orderly manner over a period of up to 12 months from the date ICMA-RC receives written notification from the Employer that it has made a final and binding selection of a

Plan numbers 301342, 109643, 108699

replacement for ICMA-RC as administrator of the Plan (or a replacement investment option for the Vantagepoint PLUS Fund).

12. Amendments and Adjustments

- (a) This Agreement may be amended by written instrument signed by the parties.
- (b) ICMA-RC may modify this Agreement by providing 60 days' advance written notice to the Employer prior to the effective date of such proposed modification. Such modification shall become effective unless, within the 60-day notice period, the Employer notifies ICMA-RC in writing that it objects to such modification.
- (c) The parties agree that enhancements may be made to administrative services under this Agreement. The Employer will be notified of enhancements through the Employer Bulletin, quarterly statements, electronic messages or special mailings. Likewise, if there are any reductions in fees, these will be announced through the Employer Bulletin, quarterly statement, electronic messages or special mailing.

13. Notices

Unless otherwise provided in this Agreement, all notices required to be delivered under this Agreement shall be in writing and shall be delivered, mailed, e-mailed or faxed to the location of the relevant party set forth below or to such other address or to the attention of such other persons as such party may hereafter specify by notice to the other party.

ICMA-RC: Legal Department, ICMA Retirement Corporation, 777 North Capitol Street, N.E., Suite 600, Washington, D.C., 20002-4240
Facsimile: (202) 962-4601

Employer: at the office set forth in the first paragraph hereof, or to any other address, facsimile number or e-mail address designated by the Employer to receive the same by written notice similarly given.

Each such notice, request or other communication shall be effective, with reasonable advance notice: (i) if given by facsimile, when transmitted to the applicable facsimile number and there is appropriate confirmation of receipt; (ii) if given by mail or e-mail (which is the required method for any proposed material change to the contract, plan update, or update to fees or funds), upon transmission to the designated address with no indication that such address is invalid or incorrect; or (iii) if given by any other means, when actually delivered at the aforesaid address.

14. Complete Agreement

This Agreement shall constitute the complete and full understanding and sole agreement between ICMA-RC and Employer relating to the object of this Agreement and correctly sets forth the complete rights, duties and obligations of each party to the other as of its date. This Agreement supersedes all written and oral agreements, communications or negotiations among the parties. Any prior agreements, promises, negotiations or representations, verbal or otherwise, not expressly set forth in this Agreement are of no force and effect.

15. Titles

The headings of Sections of this Agreement and the headings for each of the attached schedules are for convenience only and do not define or limit the contents thereof.

16. Incorporation of Exhibits

All Exhibits (and any subsequent amendments thereto), attached hereto, and referenced herein, are hereby incorporated within this Agreement as if set forth fully herein.

17. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of **California**, applicable to contracts made in that jurisdiction without reference to its conflicts of laws provisions.

Plan numbers 301342, 109643, 108699

In Witness Whereof, the parties hereto certify that they have read and understand this Agreement and all Schedules attached hereto and have caused this Agreement to be executed by their duly authorized officers as of the Inception Date first above written.

CITY OF ROSEVILLE

By _____
Signature/Date

By _____
Name and Title (Please Print)

**INTERNATIONAL CITY MANAGEMENT
ASSOCIATION RETIREMENT CORPORATION**

By  _____
Erica McFarquhar
Authorized Representative

Please return an executed copy of the Agreement to a Delivery Address, either:

- (a) Via **DocuSign**
- (b) Electronically to PlanAdoptionServices@icmarc.org, or
- (c) In paper form to ICMA-RC
ATTN: PLAN ADOPTION SERVICES
777 North Capitol Street NE
Suite 600
Washington DC 20002-4240

Plan numbers 301342, 109643, 108699

Exhibit A

Administrative Services

The administrative services to be performed by ICMA-RC under this Agreement shall be as follows:

- (a) Participant enrollment services are provided online. Employees will enroll online through a secure site or the Employer will enroll employees through the plan sponsor website.
- (b) Establishment of participant accounts for each employee participating in the Plan for whom ICMA-RC receives appropriate enrollment instructions. ICMA-RC is not responsible for determining if such Plan participants are eligible under the terms of the Plan.
- (c) Allocation in accordance with participant directions received in good order of individual participant accounts to investment funds offered under the Plan.
- (d) Maintenance of individual accounts for participants reflecting amounts deferred, income, gain or loss credited, and amounts distributed as benefits.
- (e) Maintenance of records for all participants for whom participant accounts have been established. These files shall include enrollment instructions (provided to ICMA-RC through the participant website or the plan sponsor website), beneficiary designation instructions and all other documents concerning each participant's account.
- (f) Provision of periodic reports to the Employer through the plan sponsor website. Participants will have access to account information through Participant Services, Voice Response System, the participant website, and text access, and through quarterly statements that can be delivered electronically through the participant website or by postal service.
- (g) Communication to participants of information regarding their rights and elections under the Plan.
- (h) Making available Participant Services Representatives through a toll-free telephone number from 8:30 a.m. to 9:00 p.m. Eastern Time, Monday through Friday (excluding holidays and days on which the securities markets or ICMA-RC are closed for business (including emergency closings)), to assist participants.
- (i) Making available access to ICMA-RC's web site, to allow participants to access certain account information and initiate certain plan transactions at any time. The participant website is normally available 24 hours a day, seven days a week except during scheduled maintenance periods designed to ensure high-quality performance. The scheduled maintenance window is outlined at <https://accountaccess.icmarc.org>.
- (j) Maintaining the security and confidentiality of client information through a system of controls including but not limited to, as appropriate: restricting plan and

Plan numbers 301342, 109643, 108699

participant information only to those who need it to provide services, software and hardware security, access controls, data back-up and storage procedures, non-disclosure agreements, security incident response procedures, and audit reviews.

- (k) Making available access to ICMA-RC's plan sponsor web site to allow plan sponsors to access certain plan information and initiate plan transactions such as enrolling participants and managing contributions at any time. The plan sponsor web site is normally available 24 hours a day, seven days a week except during scheduled maintenance periods designed to ensure high-quality performance. The scheduled maintenance window currently is outlined at <https://ezlink.icmarc.org>.
- (l) Distribution of benefits as agent for the Employer in accordance with terms of the Plan. Participants who have separated from service can request distributions through the participant website or via form.
- (m) Upon approval by the Employer that a domestic relations order is an acceptable qualified domestic relations order under the terms of the Plan, ICMA-RC will establish a separate account record for the alternate payee and provide for the investment and distribution of assets held thereunder.
- (n) Loans may be made available on the terms specified in the Loan Guidelines, if loans are adopted by the Employer. Participants can request loans through the participant website.
- (o) Guided Pathways Advisory Services – ICMA-RC's participant advice service, "Fund Advice" may be made available through a third-party vendor on the terms specified on ICMA-RC's website.
- (p) ICMA-RC will determine appropriate delivery method (electronic and/or print) for plan sponsor/participant communications and education based on a number of factors (audience, effectiveness, etc.).

RESOLUTION NO. 21-382

APPROVING A 457 GOVERNMENTAL PLAN AND TRUST OPTIONAL PROVISIONS ELECTION FORM, BY AND BETWEEN INTERNATIONAL CITY MANAGEMENT ASSOCIATION RETIREMENT CORPORATION AND THE CITY OF ROSEVILLE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, the City contracts with International City Management Association Retirement Corporation (ICMA-RC) to administer a variety of voluntary and supplementary retirement savings plans, to include 401a and 457 deferred compensation plans; and

WHEREAS, the City's current 457 plan structure does not allow for deferrals to be after taxes; and

WHEREAS, staff is requesting that the City Manager execute a plan amendment to the 457 plan to allow for ROTH deferrals into the plan; and

WHEREAS, the 457 Governmental Plan and Trust Optional Provisions Election form, has been reviewed by the City Council.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said plan amendment is hereby approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2021, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



COUNCIL COMMUNICATION

CC #: 1672

File #: 0114

Title: State Legislative and Regulatory Representation Consulting Services - Agreement

Contact: Mark Wolinski 916-774-5179 mwolinski@roseville.ca.us

Meeting Date: 8/18/2021

Item #: 6.10.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution authorizing the City Manager to execute an Agreement for State Legislative and Regulatory Representation Consulting Services with Joe A. Gonsalves & Son.

Additionally, staff requests authority for the City Manager or his designee to execute four (4) additional one (1) year renewals, without further City Council approval, provided that the applicable budget is approved by the City Council each year, or until City staff determines that continuing with the same vendor is not in the City's best interest.

BACKGROUND

The City has a long-standing agreement with Joe A. Gonsalves & Son to provide professional services associated with state legislative and regulatory issues. The agreement spans more than 18 years during which time they have provided exceptional representation and guidance on issues as diverse as the following:

- Sales Tax
- Local Revenue
- Revitalization
- Power
- Transportation
- Housing

The services provided have led to many extremely important outcomes for the City including the positive ruling by the Department of Finance (DOF) to allow the City to include more than \$6.8 million of loans, which had initially been denied by DOF on its Recognized Obligation Payment Schedule, and most recently the firm has been instrumental in the City's pandemic efforts including providing timely updates and insights into the availability of pandemic relief funding and other resources being provided by state agencies and departments.

During the years that Gonsalves & Son has represented Roseville they have developed an

extensive understanding of the City, City Council, executive leadership, staff, culture, issues, goals, objectives and position as a leader in the region. Their profound understanding of the City allows Gonsalves & Son to provide exceptional insights, guidance and effective advocacy strategies into the many and complex legislative and regulatory issues that confront the City and its departments each year.

The political and regulatory environments are multifaceted and laden with nuanced rules and processes, both formal and informal, which must be navigated effectively if an advocacy effort expects to be successful. Additionally, the pace of both the legislative and regulatory processes can vary dramatically. Successful advocacy demands that the participants are agile and prepared to respond appropriately when necessary. The understanding Gonsalves & Son has of the City and their deep knowledge of the legislative and regulatory processes ensures that the City's efforts are based on a comprehensive strategy that is timely, well informed, and prepared to overcome impediments that are encountered.

Additional Legislative and Regulatory Resources

The City's Environmental Utilities Department (EU) has identified the need for additional support from a lobbying firm that has a specific focus and skill set that can help with long-term policy and regulatory issues that affect water, groundwater, wastewater, solid waste, recycled water and stormwater services. The regulatory need is more immediate in order to address issues surrounding an executive order (B-48-18) signed by Governor Brown, which called for 5 million zero-emission vehicles in California by 2030.

Based on the immediacy of the need to address the regulatory issues and to ensure that the most effective advocacy strategy and regulatory response is developed, Gonsalves & Son will provide oversight of additional lobbying and technical firms that possess the precise expertise in water, groundwater, wastewater, solid waste, recycled water, stormwater services and regulatory agencies needed to meet EU's specific needs.

Gonsalves & Son's extensive background and experience with the City strongly positions them to effectively coordinate the activities of the additional resources needed to address EU's concerns. The oversight will be accomplished through regularly scheduled weekly meetings between Gonsalves & Son, the firm(s) and staff. Additionally, Gonsalves & Son would coordinate the work plan, meeting schedules, opportunities for collaboration with other firms, work product and consistency with the City's goals, objectives and professional standards.

Scope of Service

State lobbying services relating to legislative and regulatory issues that pertain to all facets of business and operations of City departments.

Activities include, but are not limited to the following:

- Engage in advocacy on behalf of the City on state matters and on City-sponsored legislative proposals in consultation with the City's Governmental Relations Administrator and other staff, as deemed appropriate.
- Advocate on behalf of the City and maintain liaison between the Administration, Legislature, and State Agencies and Departments as determined by the City.
- Provide expertise in regulatory and legislative strategy and techniques to facilitate legislation and regulations through the process.
- Respond to issues and assist the City in providing appropriate communication to key legislators

and regulators.

- Identify effective advocacy strategies including where leverage should be applied, identify pitfalls, and provide an understanding of the political climate in the state.
- Assist staff in understanding how legislation and regulations are formulated. Analyze and assist staff in drafting persuasive language in support of advocacy efforts.
- Monitor the legislative and regulatory process regarding specific issues within the City's identified priorities, as well as identifying other issues that may affect City departments.
- Develop and evaluate strategies for the support, opposition, or amending of pending legislation and regulations.
- Provide assistance in securing state support for local and regional legislation and projects and develop strategies to gain concurrence by the Governor and his administration.

FISCAL IMPACT

The monthly retainer for the Gonsalves & Son services is \$15,042, with a total annual not-to-exceed cost for the services of \$180,504. Since the additional services being provided are specific to EU, the utility will cover two-thirds of the cost of the contract and the remaining portion of the cost is covered in the Public Affairs and Communications department budget in the General Fund. The amount of this contract is included in the FY2021-22 budget.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) only applies to projects which have the potential to cause a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. (CEQA Guidelines §15061(b)(3)).

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal B - Support community engagement and advocacy

Respectfully Submitted,

Mark Wolinski, Government Relations Administrator

Megan Scheid, Deputy City Manager

A handwritten signature in blue ink, consisting of several overlapping loops and a horizontal line, positioned above a horizontal line.

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 21-377

Agreement

RESOLUTION NO. 21-377

APPROVING AN AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND JOE A. GONSALVES & SON, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an Agreement for Consulting Services for State Legislative and Regulatory Representation, by and between Joe A. Gonsalves & Son and the City of Roseville, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said agreement is hereby approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

BE IT FURTHER RESOLVED that the City Manager or his designee is authorized to execute four (4) additional one (1) year renewals without further City Council approval, provided that the applicable budget is approved by the City Council each year, or until City staff determines that continuing with the same vendor is not in the City's best interest.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2021, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**AGREEMENT FOR CONSULTING SERVICES FOR
STATE LEGISLATIVE AND REGULATORY REPRESENTATION**

THIS AGREEMENT is made and entered into this ____ day of _____, 20__,
by and between the City of Roseville, a municipal corporation ("CITY"), and Joe A. Gonsalves
& Son, a California corporation ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY desires professional services associated with state level lobbying
services relating to legislative and regulatory issues that pertain to all facets of business and
operations of the CITY's departments; and

WHEREAS, CONSULTANT is qualified and experienced to provide such services; and

WHEREAS, CONSULTANT has reviewed and is thoroughly familiar with the CITY's
needs for state legislative and regulatory representation.

NOW, THEREFORE, the parties agree as follows:

1. Term. The term of this Agreement shall commence upon execution and expire
one year from the date of execution. The City Manager may, in his or her discretion, elect to
extend the Agreement in one (1) year increments for up to an additional four (4) years by giving
CONSULTANT thirty (30) days advance written notice of each optional one (1) year renewal.
Such extensions shall be memorialized by a written amendment to this Agreement.

2. Services. CONSULTANT shall perform, at the direction of CITY, the scope of

services as described in EXHIBIT "A," attached hereto and incorporated herein by this reference. In addition, CONSULTANT shall review all bills introduced in the California Legislature and inform the CITY of all such legislation affecting the City's interest and forward a copy of such bills to the CITY. CONSULTANT shall also provide CITY with representation as needed on legislation including, but not limited to, the following issues: local control; financial flexibility; legislation that requires CITY to provide a service or benefit without appropriate and full funding; legislation that would negatively impact CITY revenues including, but not limited to, sales taxes, property taxes, and other general fund revenues and enterprise fund revenues; and legislation regarding CITY's water and power utilities.

3. Compensation. For its services hereunder, CONSULTANT shall be compensated on a retainer basis in the monthly sum of fifteen thousand, forty-two dollars (\$15,042) payable in advance on the first day of each month, with a total yearly not-to-exceed amount of one hundred eighty thousand, five hundred four dollars (\$180,504).

Compensation under this Agreement shall become due and payable as set forth above upon submission of monthly written invoices to CITY.

4. Indemnification. To the fullest extent allowed by law, CONSULTANT shall defend, indemnify, and save and hold harmless CITY, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of CONSULTANT's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from CITY's sole

negligence or willful misconduct. The parties intend that this provision shall be broadly construed.

CONSULTANT's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

CONSULTANT agrees to defend and indemnify CITY if, despite the parties intent and practice, any venue, agency, or court with competent jurisdiction determines that CONSULTANT and/or any of its agents, officers, employees, volunteers, independent contractors, or subcontractors, are characterized as employee(s) of CITY.

5. Insurance. CONSULTANT agrees to continuously maintain, in full force and effect, the following minimum policies of insurance during the term of this Agreement.

<u>COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
Workers' Compensation	Statutory
Commercial General Liability	\$1,000,000 each occurrence \$2,000,000 aggregate Personal Injury: \$1,000,000 each occurrence \$2,000,000 aggregate
Automobile Liability	\$1,000,000 combined single limit

a. Form. CONSULTANT shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.

b. Additional Insureds. CONSULTANT shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of CONSULTANT. The additional insured coverage under the CONSULTANT's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

c. Cancellation/Modification. CONSULTANT shall provide ten (10) days written notice to CITY prior to cancellation or modification of any insurance required by this Agreement.

d. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of CITY (if agreed to in a written contract) before CITY's own insurance shall be called upon to protect it as a named insured.

e. Subcontractors. CONSULTANT agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, CONSULTANT shall require its subcontractors to agree to be bound to CONSULTANT and CITY in the same manner and to the same extent as CONSULTANT is bound to CITY under this Agreement. Additionally, CONSULTANT shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of CITY's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.

f. Self-Insured Retentions. All self-insured retentions ("SIR") must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or CITY. CITY reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

g. Waiver of Subrogation. CONSULTANT hereby agrees to waive subrogation which any insurer of CONSULTANT may acquire from CONSULTANT by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of CITY, its officers, agents, employees and volunteers for all work performed by CONSULTANT, its employees, agents and subcontractors.

h. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONSULTANT of liability in excess of such coverage, nor shall it preclude CITY from taking such other actions as are available to it under any other provisions of this Agreement or law.

6. Records. CONSULTANT and its subcontractors shall maintain all files and records relating to the services performed hereunder during the term of this Agreement and for a period of not less than one (1) year after the date of termination or expiration. Provided, however, that in the event of litigation or settlement of claims arising from the performance of this Agreement, CONSULTANT and its subcontractors shall maintain all files and records until such litigation, appeals or claims are resolved. Duly authorized representatives of CITY shall have right of access during normal business hours and after reasonable notice to CONSULTANT's and subcontractors' files and records relating to the services performed hereunder, and may review and copy the files and records at appropriate stages during performance of the services and during the one (1) year period following termination or expiration of this Agreement. CONSULTANT shall include this provisions in its contracts with all subcontractors.

7. Time is of the Essence. Time is of the essence of this Agreement.

8. Compliance with Laws. CONSULTANT shall comply with all federal, state and local laws, ordinances and policies as may be applicable to the performance of services under this Agreement.

9. Ability to Perform. CONSULTANT agrees and represents that it has the time, ability and professional expertise to perform the services required under this Agreement.

10. Governing Agreement. In the event of any conflict between this Agreement and its EXHIBITS, the provisions of this Agreement shall govern. In the event of any conflict between any of the EXHIBITS, the provisions of the first in order of attachment shall govern.

11. Assignment. CONSULTANT is employed to perform unique personal services. CONSULTANT shall not assign this Agreement without the prior written consent of CITY. CONSULTANT shall not employ or otherwise incur any obligation to pay other specialists or experts for services in connection with this Agreement, without prior written consent of CITY.

12. Independent Contractor. CONSULTANT, inclusive of its agents, officers, employees, volunteers, independent contractors, and subcontractors, shall act as an independent contractor, and covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of CITY by reason of this Agreement.

CONSULTANT and CITY agree that: (a) CONSULTANT is free from the control and direction of CITY in connection with the performance of the work; (b) CONSULTANT is providing services directly to CITY; (c) CONSULTANT has and will maintain at all relevant times a business license; (d) CONSULTANT maintains a business location that is separate from CITY; (e) CONSULTANT is customarily engaged in an independently established business of the same nature as that involved in the work performed hereunder; (f) CONSULTANT actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from CITY; (g) CONSULTANT advertises and holds itself out to the public as available to provide the same or similar services; (h) CONSULTANT provides its own tools, vehicles, and equipment to perform the services; (i) CONSULTANT has negotiated its own rates; (j) CONSULTANT set its own hours and location of work in accomplishing CITY's on-

call needs; and (k) CONSULTANT has the right to control the manner and means of accomplishing the result desired and exercises its own expert independent judgement.

13. Representations and Warranties. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to terminate as void this Agreement, without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

14. Successors in Interest. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

15. Copyright, Ownership and Use of Materials. All tangible material ("Material") created or delivered pursuant to this Agreement is considered a work made for hire under the Copyright Act. To the extent such Material does not qualify as a work made for hire, CONSULTANT hereby assigns to CITY all right, title, and interest, including but not limited to all copyrights, in all Material created by CONSULTANT in its performance under this Agreement. Material constitutes the scope of work outlined in Exhibit A and attached hereto, and all written and other tangible expressions, including but not limited to, drawings (including computer aided drawings), papers, documents, reports, surveys, renderings, exhibits, sketches, maps, models, prints, paintings or photographs, in any and all media or formats in which such

materials have been created or are maintained. All Material furnished by CONSULTANT is, and shall remain, the property of CITY.

CONSULTANT shall execute any documents necessary to effectuate such assignment. In the event that CONSULTANT uses, employs, designates, or retains any person or entity who is not an employee of CONSULTANT, to perform any work required of it pursuant to this Agreement, CONSULTANT shall require said person or entity to execute an agreement containing the preceding paragraph.

16. Termination of Agreement. The City may terminate this Agreement without cause by giving CONSULTANT ten (10) days advance written notice from the City Manager. CONSULTANT may terminate this Agreement without cause by giving CITY thirty (30) days advance written notice. In the event of termination through no fault of CONSULTANT, CITY shall compensate CONSULTANT for services performed as of the date of termination, upon the release to CITY of all Material hereunder, in any and all media or formats in which such materials have been created or are maintained. CITY retains the right to receive and use any Material, notwithstanding any termination or any dispute regarding the amount to be paid.

17. Attorney's Fees; Venue; Governing Law. If either party commences any legal action against the other party arising out of this Agreement or the performance hereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorney's fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

18. Modification. This Agreement and each provision contained herein may be waived, amended, supplemented or eliminated only by mutual written agreement of the parties.

19. Severability. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

20. Notices. Any notices to parties required by this Agreement shall be delivered personally or mailed, U.S. first class postage prepaid, addressed as follows:

CITY OF ROSEVILLE

Mark Wolinski
Government Relations Administrator
311 Vernon Street
Roseville, CA 95678

CONSULTANT

Joe A. Gonsalves & Son
925 L Street, #250
Sacramento, CA 95814

Either party may amend its address for notice by giving notice to the other party in writing.

21. Integrated Agreement. This is an integrated agreement and contains all of the terms, considerations, understanding and promises of the parties. It shall be read as a whole.

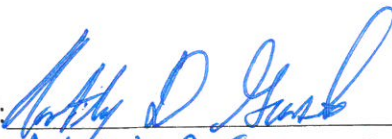
IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ____ day of _____, 20__, and CONSULTANT has caused this Agreement to be executed.

[SIGNATURES ON FOLLOWING PAGE]

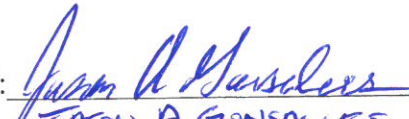
CITY OF ROSEVILLE, a
municipal corporation

JOE A. GONSALVES & SON, a
California corporation

BY: _____
DOMINICK CASEY
City Manager

BY: _____
its: ANTHONY D. GONSALVES
PRESIDENT/ADVOCATE
and

ATTEST:

BY: _____
its: JASON A. GONSALVES
CORPORATE SECRETARY/ADVOCATE

BY: _____
SONIA OROZCO
City Clerk

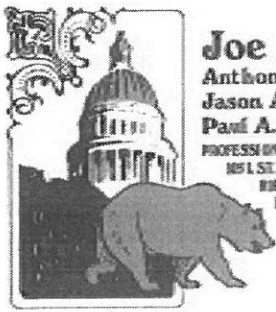
APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
MEGAN SCHEID
Deputy City Manager

EXHIBIT “A”



Joe A. Gonsalves & Son

Anthony D. Gonsalves
Jason A. Gonsalves
Paul A. Gonsalves
PROFESSIONAL LEGISLATIVE REPRESENTATION
105 L ST. - SUITE 200 - SACRAMENTO, CALIFORNIA 95811
PH 916-441-5097 - FAX 916-441-5091
Email: gonsalves@gonsalvi.com



SCOPE OF SERVICES

State lobbying services relating to legislative and regulatory issues that pertain to all facets of business and operations of the City of Roseville (City) departments.

Activities include, but are not limited to the following:

- Engage in advocacy on behalf of the City on state matters and on City-sponsored legislative proposals in consultation with the City's Governmental Relations Administrator and other staff, as deemed appropriate.
- Advocate on behalf of the City and maintain liaison between the Administration, Legislature, and State Agencies and Departments as determined by the City.
- Provide expertise in regulatory and legislative strategy and techniques to facilitate legislation and regulations through the process.
- Respond to issues and assist the City in providing appropriate communication to key legislators and regulators.
- Identify effective advocacy strategies including where leverage should be applied, identify pitfalls, and provide an understanding of the political climate in the state.
- Assist staff in understand how legislation and regulations are formulated. Analyze and assist staff in drafting persuasive language in support of advocacy efforts.
- Monitor the legislative and regulatory process regarding specific issues within the City's identified priorities, as well as, identifying other issues that may affect City departments.
- Develop and evaluate strategies for the support, opposition, or amending of pending legislation and regulations.
- Provide assistance in securing state support for local and regional legislation and projects and develop strategies to gain concurrence by the Governor and his administration.

Monthly retainer: Per contracted amount

Contract Points of Contact:

Anthony D. Gonsalves

Jason A. Gonsalves

Paul A. Gonsalves

(916) 441-0597 gonsalves@gonsalvi.com



COUNCIL COMMUNICATION

CC #: 1674

File #: 0215

Title: Master Schedule of User and Regulatory Fees Amendment

Contact: Jason Rizzi 916-774-5802 jrizzi@roseville.ca.us

Meeting Date: 8/18/2021

Item #: 6.11.

RECOMMENDATION TO COUNCIL

Staff recommends the City Council take the following action:

Adopt a Resolution amending the 2021-22 Master Schedule of User and Regulatory Fees to include the California Environmental Protection Agency's (CalEPA) Unified Program State Surcharge Increase and to include a more detailed description of the existing Underground Storage Tank (UST) System Cold Start fee.

BACKGROUND

The Roseville Fire Department serves as the Certified Unified Program Agency for the City of Roseville, under the oversight of CalEPA. This program protects Californians from hazardous waste and hazardous materials by ensuring local regulatory agencies consistently apply statewide standards when they issue permits, conduct inspections and engage in enforcement activities. CalEPA recently increased the Unified Program State Surcharge for FY2021-22.

CalEPA published a final notice in the California Regulatory Notice Register on June 25, 2021, upon which the increased Unified Program surcharge amounts became effective immediately.

The increase to the "Oversight" portion of the annual State Surcharge raised the fee from \$49 to \$84, with the increase allocated as follows:

\$27 for the California Environmental Reporting System (CERS) NextGen project.

CalEPA is responsible for the implementation and overall maintenance of the CERS and has determined that the current CERS must be updated in order to continue providing an effective and stable service to all stakeholders. Therefore, CalEPA has, in collaboration with internal and external stakeholders, initiated the CERS NextGen project to plan and implement this crucial system update. It is estimated that the project will cost approximately \$14.1 million and is expected to be completed in FY2024-25.

\$8 to address the structural deficit related to the State Certified Unified Program Account.

Based on fiscal analysis performed by the CalEPA Deputy Secretary for Fiscal and Administrative Programs, Unified Program staff, and the California Air Resources Board accounting staff, it was determined that beginning in FY2021-22, the budget appropriation for the State Certified Unified Program Account exceeds the projected revenues by over \$1,000,000.

No later than sixty days after the effective date of the new surcharge, Certified Unified Program Agencies (CUPAs) are responsible for collecting the new surcharge amount as part of their single fee system. CalEPA has requested that all CUPAs begin assessing the new surcharge in FY2021-22, including those CUPAs that bill prior to the effective date of the new surcharge increase.

CalEPA will assess the surcharge for the CERS NextGen project for four years, beginning FY2021-22. In FY2024-25, CalEPA will adjust the Oversight Surcharge to only cover costs for the ongoing maintenance and operations of CERS NextGen.

The UST System Cold Start fee description requires an additional description added to the fee title and should read as follows: UST System Cold Start / Minor Modification. There is no change to the fee amount and the update is for clarification purposes only.

FISCAL IMPACT

The CalEPA Unified Program surcharge is collected by the City of Roseville and remitted to the State of California. Staff does not anticipate a fiscal impact to the City.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. Adoption of the schedule of fees meets the above criteria and is not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world

Respectfully Submitted,

Jason Rizzi, Fire Division Chief

Rick Bartee, Fire Chief

A handwritten signature in blue ink, consisting of several overlapping loops and a final horizontal stroke.

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 21-380

State Surcharge Increase

FY 2122 Fee Schedule Revised Section

2021-22 Master Fee Schedule

RESOLUTION NO. 21-380

AMENDING THE SCHEDULE OF USER AND REGULATORY FEES

WHEREAS, user and regulatory fees are established by the City Council; and

WHEREAS, on January 18, 2017, City Council adopted an initial Schedule of User and Regulatory Fees to allow for consolidation of the schedule of fees and help formally establish a pattern for annual review and update, including annual inflationary adjustments; and

WHEREAS, the Roseville Fire Department serves as the Certified Unified Program Agency for the City of Roseville, under the oversight of California Environmental Protection Agency (CalEPA); and

WHEREAS, CalEPA published a final notice in the California Regulatory Notice Register on June 25, 2021, upon which the increased Unified Program surcharge amounts became effective immediately; and

WHEREAS, the increase to the “Oversight” portion of the annual State Surcharge raised the fee from \$49 to \$84; and

WHEREAS, the Schedule of User and Regulatory Fees, effective July 1, 2021 through June 30, 2022, has been reviewed by the City Council.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Roseville that said Schedule of User and Regulatory Fees, effective July 1, 2021 through June 30, 2022 is hereby adopted.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

May 19, 2021

To: All Interested Parties
Unified Program State Surcharge Increase

The purpose of this letter is to notify all interested parties of the proposed changes to the “Oversight” portion of the Unified Program State Surcharge. Pursuant to California Code of Regulations, Title 27, Section 15240(c), the Secretary for Environmental Protection shall determine the *“amount of state surcharge to be assessed on each person regulated by the Unified Program in order to cover the necessary and reasonable costs of state agencies in carrying out their responsibilities under HSC Division 20, Chapter 6.11, pursuant to HSC section 25404.5 (b)(1).”*

CalEPA is proposing to increase the “Oversight” portion of the annual State Surcharge from \$49 to \$84, with the increase allocated as follows:

- \$27 for the California Environmental Reporting System (CERS) NextGen project; and
- \$8 to address the structural deficit related to the State Certified Unified Program Account (SCUPA)

CalEPA will assess the proposed surcharge for the CERS NextGen project for four years, beginning Fiscal Year 2021/2022. In Fiscal Year 2024/2025, CalEPA will adjust the Oversight Surcharge to only cover costs for the ongoing maintenance and operations of CERS NextGen.

This year’s surcharge proposal includes two major elements:

- CERS NextGen Project
 - CalEPA is responsible for the implementation and overall maintenance of the CERS and has determined that the current CERS must be updated in order to continue providing an effective and stable service to all stakeholders. Therefore, CalEPA has, in collaboration with internal and external stakeholders, initiated the CERS NextGen project to plan and implement this crucial system update. It is estimated that the project will cost approximately 14.1 million dollars and is expected to be completed in Fiscal Year 2024/2025.

- Account Structural Deficit

Based on fiscal analysis performed by the CalEPA Deputy Secretary for Fiscal and Administrative Programs, Unified Program staff, and the California Air Resources Board accounting staff, it was determined that beginning in Fiscal Year 2021/2022, the budget appropriation for the State Certified Unified Program Account exceeds the projected revenues by over \$1,000,000.

The proposed Unified Program surcharge increase was publicly noticed in the California Regulatory Notice Register on May 14, 2021, initiating a 30-day comment period. Following the 30-day comment period, CalEPA will review and consider all comments received, making changes as deemed necessary. After the consideration of comments, CalEPA will publish a final notice in the California Regulatory Notice Register, upon which the proposed Unified Program surcharge amounts will become effective immediately.

No later than sixty days after the effective date of the new surcharge, Certified Unified Program Agencies (CUPAs) are responsible for collecting the new surcharge amount as part of their single fee system. CalEPA will be requesting that all CUPAs begin assessing the new surcharge in fiscal year 2021/2022, including those CUPAs that usually bill prior to the effective date of the new surcharge increase.

For questions or comments regarding the proposed changes to the Unified Program surcharge, please send them to cupa@calepa.ca.gov.

Fire & Life Safety Fees

Fee Description	FY 20-21 Fee	20/21 Change	FY 21-22 Fee	Unit	Note	Y'rly In'fltr
Hazardous Materials						
49 Flammable or Combustible Liquids/Solids						
a) Class I > 5 gal, II or IIIA > 25 gal (inside storage)	\$338	1.10%	\$342			Y
b) ≥ 100 lbs	\$338	1.10%	\$342			Y
50 Hazardous Materials Storage, Use, or Handling (55 Gallons Liquid, 200 Cu Ft Gas, 500 Lbs. Solid)					[b]	
a) Carbon Dioxide System	\$338	1.10%	\$342			Y
b) 1 - 10 chemicals	\$338	1.10%	\$342			Y
c) 11 - 20 chemicals	\$676	1.10%	\$684			Y
d) 21 or more chemicals	\$1,014	1.10%	\$1,026			Y
51 Hazardous Waste Generator						
a) Hazardous Waste Generator Fee < 55 gal	\$338	1.10%	\$342			Y
b) Hazardous Waste Generator Fee 55 - 500 gal	\$508	1.10%	\$514			Y
c) Hazardous Waste Generator Fee 501 - 2,500 gal	\$676	1.10%	\$684			Y
d) Hazardous Waste Generator Fee > 2,500 gal	\$1,014	1.10%	\$1,026			Y
52 Tiered Permitting						
a) Permit by Rule (PBR)	\$1,014	1.10%	\$1,026			Y
b) Conditionally Authorized	\$508	1.10%	\$514			Y
c) Conditionally Exempt	\$508	1.10%	\$514			Y
53 Liquefied Petroleum Gas (LPG)						
a) Annual tank ≥ 499 gal	\$338	1.10%	\$342			Y
b) Tank installation (plan review and inspection)						
i) Commercial	\$676	1.10%	\$684			Y
ii) Residential	\$338	1.10%	\$342			Y
54 State of California Surcharge CALARP	\$270	n/a	\$270			N
55 State of California Surcharge Hazardous Materials	\$49	n/a	\$84			N
56 Review of Hazardous Materials Risk Management Plans	\$170	1.10%	\$172	per hour		Y
57 Review of Hazardous Materials Emergency Response Plans	\$170	1.10%	\$172	per hour		Y
58 Hazardous Materials Emergency Spill Response	Actual Cost	n/a	Actual Cost			Y
59 Hazardous Materials Oversight of Remediation	\$170	1.10%	\$172	per hour		Y
Underground Storage Tanks						
60 Annual Permit	\$1,686	1.10%	\$1,706			Y
61 Tank Installation (plan review and inspection)						
a) First tank	\$3,372	1.10%	\$3,410			Y
b) Each additional tank	\$508	1.10%	\$514			Y
62 Transfer of Ownership	\$338	1.10%	\$342			Y
63 Tank Removal or Abandonment	\$1,686	1.10%	\$1,706			Y
64 System Modification	\$676	1.10%	\$684			Y
65 UST System Cold Start / Minor Modification	\$338	1.10%	\$342			Y
66 UST Piping Upgrade	\$1,350	1.10%	\$1,366			Y
67 State of California UST Surcharge (per tank)	\$20	n/a	\$20			N
Aboveground Storage Tanks						
68 Annual Permit						
a) Annual Permit: 1,320 to 10,000 gallons	\$338	1.10%	\$342			Y
b) Annual Permit: 10,000 to 100,000 gallons	\$508	1.10%	\$514			Y
c) Annual Permit: 100,000 to 1,000,000 gallons	\$676	1.10%	\$684			Y
d) Annual Permit ≥ 1,000,000 gallons	\$1,014	1.10%	\$1,026			Y
69 Tank Installation (plan review and inspection)						
a) First tank	\$676	1.10%	\$684			Y
b) Each additional tank	\$170	1.10%	\$172			Y
70 Transfer of Ownership	\$338	1.10%	\$342			Y
71 Tank Removal or Abandonment	\$676	1.10%	\$684			Y
72 System Modification	\$508	1.10%	\$514			Y
73 State of California APSA Surcharge	\$26	n/a	\$26			N

Fire & Life Safety Fees

Fee Description	FY 20-21 Fee	20/21 Change	FY 21-22 Fee	Unit	Note	Y'rly In'fltr
Administrative Fees						
74 Copy of Incident Report (per incident)	\$14	1.10%	\$16			Y
75 Media Reproduction (audio, video, photographic)	Actual Cost	n/a	Actual Cost			Y
76 Emergency Response Caused by DUI	Actual Cost	n/a	Actual Cost			Y
77 Weed Abatement Administrative Parcel Fee	\$338	1.10%	\$342			Y
78 Code Appeal (per hour)	\$170	1.10%	\$172			Y
79 Fire Flow / Hydrant Test	\$508	1.10%	\$514			Y
80 Fire & Life Safety Division Hourly Rate	\$170	1.10%	\$172	per hour		Y
81 Minimum Intake Fee	\$170	1.10%	\$172			Y
82 Voluntary Inspection	\$338	1.10%	\$342			Y
83 Technical Report (alternate material or method request)	\$676	1.10%	\$684			Y
84 Inspection Requests (after normal business hours)	\$508	1.10%	\$514			Y
85 Administrative Fee (excessive resubmittals and inspections)	\$424	1.10%	\$430			Y
86 Expedited Plan Review Fee (per hour)	\$190	1.10%	\$194	per hour		Y
87 Re-inspection Fee	\$338	1.10%	\$342			Y
88 Administrative Fee (work without a permit)	\$508	1.10%	\$514			Y
89 Code Review or Design Consultation (per hour)	\$170	1.10%	\$172			Y
90 False Alarm Fee	\$424	1.10%	\$430			Y
91 Fire Extinguisher Training	\$508	1.10%	\$514			Y
92 Late Payment Penalty for Permits						
a) 30 days past due	\$50	n/a	\$50			N
b) 60 days past due	\$100	n/a	\$100			N
c) 90 days past due	\$200	n/a	\$200			N

[a] Third party plan review, when available, shall be assessed and paid at time of permit application. The fee for this service is the hourly or flat rate charged by the consulting firm performing the review. This fee is in addition to the permit Administration Fees identified in the "Plan Review (Including Inspection Service) Plan Review Conducted by City Approved Consultant" of this fee schedule for the additional resources required to facilitate the process.

[b] Fee includes Hazardous Waste Generator < 55 gal.

General Information

- * All fees or charges shall be calculated at one (1) hour minimum unless otherwise specified.
- * All fees for specified services shall be calculated by the Fire Department.
- * When required, no permit or approval shall be issued until facility or process is brought into compliance with applicable codes and the required service fee is paid in full.
- * When a requester fails to cancel a requested inspection prior to the scheduled time of inspection, the standard inspection fee shall be charged, with a one hour minimum fee.



Schedule of User and Regulatory Fees

Effective July 1, 2021 through June 30, 2022

Amended August 18, 2021

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Administrative Fees

Fee Description		FY 21-22 Fee	Unit	Note	Y'rly In'fltr
City-Wide Records					
1	Documents				
	a) 8.5 x 11 - Black and White				
	i) 0 - 9 Copies	No Charge			N
	ii) 10+ Copies	\$0.10	per page		N
	b) 8.5 x 14 and 11 x 17 - Black and White	\$0.20	per page		N
	c) Color Copies				
	i) 8.5 x 11	\$0.50	per page		N
	ii) 11 x 17	\$1	per page		N
	iii) 18 x 24	\$2	per page		N
	iv) 24 x 36	\$3	per page		N
2	Photos	\$0.50	per copy		N
3	Recordings	\$6	each		N
4	Digital Media (e.g. USB Flash Drive)	\$8	each		N
5	Agenda Subscription				
	a) 6 Months	\$20			N
	b) 12 Months	\$40			N
6	Budget Book				
	a) Available on City website	No charge			N
	b) Hardcopy	Actual cost or per page fee			N
7	Requests Requiring Special Programming or Formatting	Actual cost		[a]	N
Passport					
8	Passport Processing Fee	\$35		[b]	N
9	Passport Photo Fee	\$12			Y
10	Passport Express Postage	Actual postage cost			N
Notary					
11	Notary Charge	\$15	each		N
Subpoena					
12	Subpoena Fees	Fees Vary - See Note		[b]	N
Election					
13	Candidate Nomination Filing Fee	\$25	per filing	[b]	N
14	Fee for Late Filing of Reports of Campaign Contributions and Expenditures	See Note		[c]	N

Administrative Fees

Fee Description		FY 21-22 Fee	Unit	Note	Y'rly In'fltr
15	Amplified Sound				
	Sound Permit	\$25			Y
16	Franchise Application				
	Franchise Application Fee				
	a) Refuse Hauler	\$260	two-year term		N
	b) Community Antenna Television System	\$100			N
	c) All Others	\$150			N

[a] Fee for preparation of reports/formats that need to be generated by the City because they are not typically maintained. Amounts charged will include a pass-through of any vendor costs incurred.

[b] Maximum fees established by State/Federal agencies.

[c] See Roseville Municipal Code Fine Schedule and/or Roseville Municipal Bail Schedule.

City of Roseville
Schedule of User and Regulatory Fees

Revenue and Finance Fees

Fee Description		FY 21-22 Fee	Unit	Note	Y'rly In'fltr
1	Short Term Rental Application Fee	\$185	per application		N
2	Short Term Rental Renewal Fee	\$85	per application		N
3	Delinquent fee (percentage of renewal fee)	60% (or \$51)		[a]	N

[a] Delinquent fees are charged if the renewal fee is received more than 30 days past original expiration date.

Utility Customer Billing, Accounting, and Service Fees

Fee Description		FY 21-22 Fee	Y'rly In'fltr
1	Reestablishment Fee - Residential Electric		
	a) During Normal Hours	\$40	N
	b) After Hours	\$85	N
2	Reestablishment Fee - Commercial Electric		
	a) During Normal Hours	\$150	N
	b) After Hours	\$175	N
3	Reestablishment Fee - Water	\$150	N
4	Returned Check/ABD/ACH Fee (for first dishonored check or EFT)	\$25	N
5	Subsequent Returned Check/ABD/ACH Fee (after the first dishonored check or EFT)	\$35	N
6	Late Payment Fee	5% of late balance	N
7	Unauthorized Service Reconnect Fee	\$50	N
8	Utility Bill Reprint Fee	\$1	N
9	Access Fee	\$50	N
10	Same Day Service	Equal to Reestablishment Fee	N

Planning (Entitlement) Fees

Fee Description		FY 21-22 Fixed Fee	FY 21-22 Deposit	Note	Y'rly In'fltr
Appeals					
1	Planning Director's Decision	\$1,570			Y
2	PC/DC Decision to City Council	\$1,470			Y
Annexations					
1	Annex/PZ/Detach/SOI		\$20,000		Y
Development Agreements (DA)					
1	Adoption of DA		\$20,000		Y
2	Amendment of DA		\$20,000		Y
3	Associated with Affordable Housing	\$2,860			Y
4	Associated with Single Topic Item	\$6,472			Y
5	Development Agreement Review/Compliance Fee	\$1,834		[a]	Y
Environmental Review					
1	Exemption Without Initial Study	\$399			Y
2	Exemption With Initial Study	\$972			Y
3	Negative Declaration with No Mitigation	\$1,493			Y
4	Tiered Negative Declaration with Mitigation	\$2,974			Y
5	EIR Deposit		\$20,000		Y
General Plan Amendment (GPA)					
1	GPA 10 Acres or Less, Map/Text		\$10,000		Y
2	GPA 10+ Acres, Map/Text		\$17,000		Y
3	GPA - Text Policy Amend		\$15,000		Y
Public Utility Easement Abandonment					
1	Summary Vacation	\$3,306			Y
2	General Vacation	\$4,934			Y
Signs					
1	Standard Sign Permit	\$274			Y
2	Planned Sign Permit Program	\$1,115			Y
3	Sign Permit/Program - Public Hearing Required	\$2,399			Y
4	Administrative Permit for Sign Exception (Variance)	\$2,209			Y
5	PSP Minor Modification	\$313			Y
Specific Plan Amendment (SPA)					
1	SPA Adoption, Map/Text		\$30,000		Y
2	SPA 10 Acres or Less, Map/Text		\$10,000		Y
3	SPA 10+ Acres, Map/Text		\$20,000		Y
4	SPA Text/Policy Deposit		\$15,000		Y
Subdivisions/Condominiums					
1	Grading Plan - Minor	\$3,445			Y
2	Grading Plan - Major		\$8,000		Y
3	Lot Line Adjustment	\$3,445			Y

Planning (Entitlement) Fees

Fee Description		FY 21-22 Fixed Fee	FY 21-22 Deposit	Note	Y'rly In'fltr
4	Extension to a Tentative Map	\$3,445			Y
5	Voluntary Merger	\$3,445			Y
6	Reversion to Acreage	\$5,030			Y
7	Minor Modification to a Tentative Map		\$2,000		Y
8	Major Modification to a Tentative Map		\$10,000		Y
9	Tentative Parcel Map, 4 or Fewer Lots		\$6,000		Y
10	Tentative Parcel Map, 5 - 99 Lots		\$11,000		Y
11	Tentative Parcel Map, 100 - 499 Lots		\$16,000		Y
12	Tentative Parcel Map, 500+ Lots		\$24,000		Y
Zoning Ordinance Entitlements					
1	Administrative Permit	\$1,376			Y
2	Conditional Use Permit		\$9,000		Y
3	CUP Modification		\$5,000		Y
4	CUP Extension	\$6,114			Y
5	Design Review Permit (DRP)		\$8,000		Y
6	DRP - Modification		\$5,000		Y
7	DRP - Extension	\$5,528			Y
8	DRP - Minor	\$233			Y
9	DRP - Additions or New Construction (DTSP Only)	\$233			Y
10	DRP - Façade Improvements (DTSP Only)	\$233			Y
11	DRP - Predesign (DTSP Only)	\$233			Y
12	DRP - Residential Subdivision with Other Permit	\$6,114			Y
13	Flood Encroachment Permit		\$8,000		Y
14	MPP Stage 1 or Stages 1 & 2		\$20,000		Y
15	MPP Modification		\$7,000		Y
16	MPP Stage 2, Extend of Stage 1 and/or 2		\$7,000		Y
17	MPP Administrative Modification	\$1,789			Y
18	Planned Development Permit		\$11,000		Y
19	TP Admin - Approved at Public Counter	\$229			Y
20	TP - Req. Public Hearing for SFD or 10 Trees or Less	\$4,127			Y
21	TP - Req. Public Hearing for DRP/TM or 11+ Trees	\$6,354			Y
22	Administrative Variance	\$1,375			Y
23	Variance to Develop Standards - Req. Public Hearing	\$4,604			Y
24	Variance to Parking Standards	\$5,791			Y
25	Wireless Telecommunications Facilities Permit		\$1,200		Y
26	Zoning Clearance	\$157			Y
27	Zoning Interpretation - Hearing Required	\$3,650			Y
28	Zoning Interpretation - Non Hearing Item	\$143			Y
Zoning Ordinance Amendments					
1	Ordinance Text Amend (Zoning, Subdivision, Sign)		\$10,000		Y
2	Zoning Map Change (RZ) 10 Acres or Less		\$10,000		Y

Planning (Entitlement) Fees

Fee Description		FY 21-22 Fixed Fee	FY 21-22 Deposit	Note	Y'rly In'fltr
3	Zoning Map Change (RZ) 10+ Acres		\$17,000		Y
	Other				
1	Pre-Application Meetings		\$4,000	[b]	Y
2	New Non-Residential Plan Check	15% of Bldg PC		[c]	N
3	Commercial Plan Check - TI	\$175		[c]	Y
4	Planning Department Plot Plan Review (Bundles of 10)	\$175			Y
5	Radius List Prep-Previously Developed Area	\$145			Y
6	Preparation Undeveloped Area/Mailing	\$373			Y
7	Farmer's Market Permit	\$547			Y
8	Home Occupation Permit	\$157			Y
9	Parking In-Lieu Fee (DTSP Only)	\$9,680		[d]	N
10	In-Lieu Tree Mitigation Fee (Per Inch)	\$124		[e]	N
11	CUP - Vernon St. and Historical District Only	\$1,566			Y
12	Technology Fee	3.0%			N

Full Cost Deposits and Deposit Replenishment

Applicants for Full Cost Entitlement Applications shall pay for all City staff time required to process the application. A full cost reimbursement agreement shall be included with the project application submittal package. Projects outside the scope of this fee schedule (as determined by the Development Services Director) will be subject to a full cost reimbursement agreement to be approved by the City Council. This reimbursement agreement will include the identification of a work program and will include cost estimates for both City staff time and consultant services based on a defined scope of work.

Initial deposits as shown on the fee schedule will be collected and held by the City in a deposit account at the time the application is submitted. The cost of staff time will be drawn from the deposit account. A positive account balance shall be maintained at all times during the review process. No work will be performed on a project with a negative fund balance. If the deposit is reduced to below 20% of the initial deposit amount, the applicant will be notified and required to supplement the deposit account with an additional amount no less than 50% of the original deposit.

When more than one Full Cost application is submitted, the sum total of the initial full cost deposit amount can be reduced by 20%.

Funds expended for staff time shall not be dependent upon the City's approval or disapproval of the application request. The deposit account will be held open for 90 days after project approval for City to complete any miscellaneous clean up items and to account for all project related costs. Any deposit amounts remaining after final project close out will be returned to applicant. In the event that the deposit account is exhausted prior to final close out, the balance owed to the City will be credited against the plan check and inspection fee deposit at time of improvement plan review.

As may be required by the Development Services Department for project evaluation or environmental review, all payment for consultant work shall be the responsibility of the applicant.

** Note regarding annual inflationary adjustment: The Initial deposit amounts will not be inflated annually, but the underlying hourly billing rates should inflate annually by the change in hourly labor rates and/or indirect cost rate multipliers.*

Planning (Entitlement) Fees

Refund Policy

Application fees are not refundable except as follows:

- A. Refund of 100% shall be made if a determination is made by the Development Services Director that the permit and associated fee are not required by the City of Roseville Municipal Code or adopted City Resolution.
- B. If an applicant requests to withdraw a fixed fee application prior to the PEM, refund of 50% of the applicable fee shall be refunded.
- C. No refund of application fees shall be made after a Project Evaluation Meeting has been held, unless a fee waiver is approved by the Roseville City Council.

[a] Development Agreement Review/Compliance Fee pertains to individual development agreements. Fee will be distributed to landowners on a pro-rata basis.

[b] Pre Application Meetings – The City will provide up to 2 meetings with staff to discuss the initial project review and City policies relative to the proposed project. Additional meetings and staff review prior to a formal application shall be billed on a time and material basis. The project proponent will be asked to submit the pre application deposit and a full cost reimbursement agreement. Staff will record all time against the deposit account. Balances remaining in the deposit account will be applied to the application deposit account or refunded within 60 days. Negative balances will be due in full along with the application deposit or fee at time of Entitlement Application submittal.

[c] Non-Residential - Per Building Code, this includes Commercial and Multi-family developments. Plan Check Fees to be assessed as part of Building Department Plan Check Fee. This fee shall be 15% of the building Plan Check Fee for New Non-Residential construction (Commercial and Multi-family). Fee to be collected with Building's Plan Check Fee.

[d] Parking In-Lieu Fee is an optional fee that non-residential uses in the Downtown Specific Plan Area can utilize instead of providing required parking on-site. Fees for the 1st stall will be 10% of the parking in-lieu fee, 2nd stall 25%, 3rd Stall 50%, 4th stall 75% and 5 or more stalls 100% of the in-lieu fee.

[e] In-Lieu Tree Mitigation Fee for the removal of protected trees is calculated per inch of the diameter at breast height of the tree.

Development Services Engineering and Encroachment Permit Fees

Fee Description	FY 21-22 Fee	Initial Deposit	Fee Paid	Bond Amount [a]	Note	Y'rly In'fltr
1 Final Subdivision Map	Billed hourly based on total labor hrs	\$2,500 plus \$10 per lot	At submittal			Y
2 Final Parcel Map						
a) base fee	\$1,455		At submittal		[b]	Y
b) per lot fee	\$58		At submittal		[b]	Y
3 Lot Line Adjustment (per adjusted line)	\$262		At submittal		[c]	Y
4 Improvement Plan Check/Inspection	Billed hourly based on total labor hrs \$1,000 minimum	5% of Eng. cost est. 2.5% at submittal 2.5% at plan approval	2.5% at submittal 2.5% at plan approval	100% of improvements		Y
5 Grading Plan						
a) Subdivision, Commercial, or Industrial Sites	Billed hourly based on total labor hrs \$1,000 minimum	5% of Eng. cost est. 2.5% at submittal 2.5% at plan approval	2.5% at submittal 2.5% at plan approval	10% of erosion control and grading		Y
b) All Other Sites						
i) Up to 500 Cubic Yards	\$349	\$100 at submittal	\$100 at submittal remainder due at permit issuance	10% of erosion control and grading		Y
ii) Greater than 500 Cubic Yards	Billed hourly based on total labor hrs	\$1,000 at submittal	\$1,000 at submittal balance due prior to final signoff	10% of erosion control and grading		Y
6 Encroachment Permit:						
a) Dumpster	\$70		At submittal	\$0		Y
b) Sidewalk	5% of Project Cost \$70 minimum		At submittal	\$1,000 / contractor		N
c) Driveway	5% of Project Cost \$70 minimum		At submittal	\$500/resident \$1,000/c'ntrctr		N
d) Lane Closure	\$175		At submittal	\$0		Y
e) Swim Pool Access	\$175		At submittal	TBD by Director		Y
f) Monitoring Wells	5% of Project Cost \$70 minimum		At submittal	\$2,000 per well		N
g) All Others	Billed hourly based on total labor hrs	5% of Eng. cost est. 2.5% at submittal 2.5% at plan appr'vl; \$1,000 minimum	2.5% at submittal 2.5% at plan appr'vl	100% of improvements		Y
7 Technology Fee	3% of permit fee		At permit issuance			N

* Note regarding annual inflationary adjustment: The Initial deposit amounts will not be inflated annually, but the underlying hourly billing rates should inflate annually by the change in hourly labor rates and/or indirect cost rate multipliers.

[a] Bond amounts paid at permit issuance.

[b] Final parcel map fee collected as base fee plus per lot fee.

[c] Lot line adjustment fee is fee for each adjusted line.

Trench Cut Recovery Fees

Fee Description		FY 21-22 Permit Fee	FY 21-22 Trench Cut Fee	Cut Fee Unit	Note	Y'rly In'fltr
Trench Cuts Requiring Pmt. of Admin. Permit Fee Only						
1	Street scheduled for resurfacing within next fiscal year	\$349	\$0.00			Y
2	Proposed excavation includes an overlay	\$349	\$0.00			Y
3	Proposed excavation for a CIP	\$349	\$0.00			Y
4	Street pavement quality index (PQI) 0-4	\$349	\$0.00			Y
All Other Trench Cuts						
5	Longitudinal Cut					
	a) Cut within 3' of lane line					
	i) PQI: 4.1 - 6.5	\$349	\$15.08	per LF		Y
	ii) PQI: 6.6 - 8.4	\$349	\$20.11	per LF		Y
	iii) PQI: 8.5 or greater	\$349	\$25.14	per LF		Y
	b) Cut within one lane width					
	i) PQI: 4.1 - 6.5	\$349	\$11.31	per LF		Y
	ii) PQI: 6.6 - 8.4	\$349	\$15.08	per LF		Y
	iii) PQI: 8.5 or greater (<i>moratorium street</i>)	\$349	\$18.86	per LF	[a]	Y
6	Traverse Cut					
	i) PQI: 4.1 - 6.5	\$349	\$9.20	per LF		Y
	ii) PQI: 6.6 - 8.4	\$349	\$12.26	per LF		Y
	iii) PQI: 8.5 or greater (<i>moratorium street</i>)	\$349	\$15.31	per LF	[a]	Y
7	Cut is a Patch					
	i) PQI: 4.1 - 6.5	\$349	\$10.18	per LF		Y
	ii) PQI: 6.6 - 8.4	\$349	\$13.58	per LF		Y
	iii) PQI: 8.5 or greater (<i>moratorium street</i>)	\$349	\$16.97	per LF	[a]	Y

[a] Moratorium streets require director approval for trenching.

Building Fees

A. Construction Valuation Table - Table A is the construction valuation table adopted for the purpose of establishing permit fees as construction valuation is a factor in the cost of providing permitting services. These valuations correlate to the square footage costs of permitting, plan review, and inspection services based upon the hourly rate for building services identified in this fee schedule.

Table A - Construction Valuation

Group		Valuation		Unit	Y'rly In'fltr
		A	B		
1	A-1 Assembly, theaters, with stage	\$93.60	\$46.80	per SF	N
2	A-1 Assembly, theaters, without stage	\$93.60	\$46.80	per SF	N
3	A-2 Assembly, nightclubs	\$93.60	\$46.80	per SF	N
4	A-2 Assembly, restaurants, bars, banquet halls	\$111.80	\$55.90	per SF	N
5	A-3 Assembly, churches	\$93.60	\$46.80	per SF	N
6	A-3 Assembly, general, community halls, libraries, museums	\$88.40	\$44.20	per SF	N
7	A-4 Assembly, arenas	\$105.30	\$52.65	per SF	N
8	B Business	\$88.40	\$44.20	per SF	N
9	E Educational	\$94.90	\$47.45	per SF	N
10	F-1 Factory and Industrial, moderate hazard	\$49.40	\$24.70	per SF	N
11	F-2 Factory and Industrial, low hazard	\$49.40	\$24.70	per SF	N
12	H-1 High Hazard, explosives	\$49.40	\$24.70	per SF	N
13	H-2,3,4 - High Hazard	\$49.40	\$24.70	per SF	N
14	H-5 - HPM	\$79.30	\$39.65	per SF	N
15	I-1 Institutional, supervised environment	\$126.72	\$63.36	per SF	N
16	I-2 Institutional, hospitals	\$131.29	\$65.65	per SF	N
17	I-2 Institutional, nursing homes	\$249.09	\$124.55	per SF	N
18	I-3 Institutional, restrained	\$145.80	\$72.90	per SF	N
19	I-4 Institutional, day care facilities	\$126.72	\$63.36	per SF	N
20	M Mercantile	\$62.40	\$31.20	per SF	N
21	R-1 Residential, hotels	\$97.50	\$48.75	per SF	N
22	R-2 Residential, multiple-family	\$100.18	\$50.09	per SF	N
23	R-3 Residential, one- and two-family	\$110.00	\$55.00	per SF	N
24	R-4 Residential, care/assisted living facilities	\$106.60	\$53.30	per SF	N
25	S-1 Storage, moderate hazard	\$42.90	\$21.45	per SF	N
26	S-2 Storage, low hazard	\$41.60	\$20.80	per SF	N
27	U Utility, miscellaneous	\$32.50	\$16.25	per SF	N

Building Fees

B. Determination of Construction Valuations - The building official shall determine construction valuations as follows:

- 1 **New Construction.** New construction shall be based upon the square footage of the proposed project multiplied by the amount stated in **Column A of Table A** corresponding to the occupancy group, as determined by the building official, for a total construction value.
- 2 **Improvements.** Improvements to existing buildings shall be based upon the square footage of the proposed improvements multiplied by the amount stated in **Column B of Table A** corresponding to the occupancy group, as determined by the building official, for a total construction value.

C. Commercial Building Valuations - Minimum commercial building valuations are stated below for the purposes of establishing minimum permit fees to cover the cost of service for the project listed. The higher valuation shall be assessed unless otherwise stated.

- 1 **Tenant Improvements Processed Over the Counter (OTC Permits).** Tenant Improvement OTC permits shall have a minimum valuation of \$8,000.
- 2 **Tenant Improvements Requiring Plan Submittal.** Tenant Improvements (TIs) requiring plan submittal shall have a minimum valuation based upon Column B of Table A. For purposes of this section, a tenant improvement is defined as any improvement, maintenance or other updating on commercial property; improvement, maintenance or other updating on multi-family property; improvement, maintenance or other updating on residential care facilities and model home sales complexes, including sales trailers.
- 3 **Commercial Photovoltaic.** Commercial photovoltaic permits shall be based on a set valuation of \$40,000.
- 4 **Electrical Service Upgrade.** Electrical service upgrade permit fees shall have a minimum valuation of \$3,000.
- 5 **Commercial Reroofing.** Commercial reroofing permits shall have a minimum valuation of \$423.17 per 100 square feet of roof area or a total minimum valuation of \$20,000.
- 6 **OTC Permits for Commercial Projects.** OTC permits for commercial projects such as demolition, electrical, mechanical, plumbing and other work not otherwise defined shall have a minimum valuation of \$3,000.
- 7 **OTC Permits for Commercial Projects.** OTC permits for commercial projects such as demolition, electrical, mechanical, plumbing and other work not otherwise defined shall have a minimum valuation of \$3,000.
- 8 **Cell Towers - Change out of Antennas Only.** Cell towers requiring change-out of antennas only shall be considered a TI remodel with a minimum valuation of \$3,000.
- 9 **Cell Towers - Major Remodel.** Cell towers undergoing a major remodel shall have a minimum valuation of \$8,000.
- 10 **Shelves and Racking.** Permits for shelves and racking shall be considered a TI remodel. Construction valuation for fee setting purposes shall be the GREATER OF \$8,000 OR the construction valuation calculated by multiplying the square footage by the amount stated in Column B of Table A for the U, Utility, Miscellaneous Occupancy Group.
- 11 **Stucco or Siding on Multi-Family.** For permits for stucco or siding on multi-family units, construction valuation for fee setting purposes shall be the GREATER OF \$8,000 OR the construction valuation calculated by multiplying the linear footage of exterior home and garage x 1 SF (= remodel SF) by the amount stated in Column B of Table A for the R-2, Residential Multi-Family Occupancy Group.
- 12 **Stair Repair on Multi-Family.** For permits for stair repair on multi-family units, construction valuation for fee setting purposes shall be the GREATER OF \$8,000 OR the construction valuation calculated by multiplying the square footage of the stair area(s) x number of floors of the building(s) by the amount stated in Column B of Table A for the R-2, Residential Multi-Family Occupancy Group.

Building Fees

- 13 **Pool Replaster and Repairs.** For permits for commercial pool replaster and/or repairs, the construction valuation for fee setting purposes shall be the GREATER OF \$8,000 OR the construction valuation calculated by multiplying the pool square footage by the amount stated in Column B of Table A for the U, Utility, Miscellaneous Occupancy Group.
- 14 **Electronic Gates.** For permits for electronic gates, the construction valuation for fee setting purposes shall be the GREATER OF \$8,000 OR the construction valuation calculated by multiplying the lineal footage of the gate and replacement fence x 1 SF (=SF) by the amount stated in Column A of Table A for the U, Utility, Miscellaneous Occupancy Group.
- 15 **Facade Remodel.** For permits for facade remodel, the construction valuation for fee setting purposes shall be the GREATER OF \$8,000 OR the construction valuation calculated by multiplying the lineal footage of the facade x 1 SF (=SF) by the amount stated in Column B of Table A for the Occupancy Group listed on the certificate of occupancy.
- 16 **Spray Booth.** For permits for spray booth installation, the construction valuation for fee setting purposes shall be the GREATER OF \$8,000 OR the construction valuation calculated by multiplying the square footage of the booth area by the amount stated in Column B of Table A for the F, Factory and Industrial Occupancy Group.
- 17 **Parking Lot Restriping: Site Work.** Permits for parking lot restriping shall have a minimum valuation of \$8,000.
- 18 **ADA Upgrades.** Permits for ADA upgrades shall have a minimum valuation of \$8,000.
- 19 **Barrier Removal.** Permits for barrier removal shall have a minimum valuation of \$8,000.
- 20 **Crane install runways.** Permits for crane install runways shall have a minimum valuation of \$8,000.
- 21 **Construction Trailer.** For permits for construction trailers hooking up to water/sewer and/or electric, the construction valuation for fee setting purposes shall be calculated by multiplying the trailer square footage by the amount stated in Column B of Table A for the B, Business Occupancy Group.
- 22 **Commercial Charging Station.** For permits for commercial charging stations, the construction valuation for fee setting purposes shall be based on the construction valuation provided by the applicant with a minimum valuation of \$8,000.
- 23 **Emergency Generator to Cell Site.** Permits for emergency generators to cell sites shall have a minimum valuation of \$8,000.
- 24 **Pumpkin Lot/Tree Lot.** Permits for pumpkin or tree lots shall have a minimum valuation of \$8,000.

D. Residential Building Valuations - Minimum residential building valuations are stated below for the purposes of establishing minimum permit fees to cover the cost of service for the project listed. The higher valuation shall be assessed unless otherwise stated.

- 1 **Custom, Non-listed Patio Covers.** Custom, non-listed patio covers shall have minimum valuation based upon new construction valuation of Column A of Table A.
- 2 **Pre-Engineered, Listed Patio Covers.** Pre-engineered, listed patio covers shall have a set valuation of \$3,000 for the purposes of establishing the building permit fee. The patio construction contract valuation shall be reported on the permit application if such amount exceeds \$3,000.
- 3 **Swimming Pools.** Swimming pools shall have a set valuation of \$25,000 for the purposes of establishing the building permit fee. The swimming pool construction contract valuation shall be reported on the permit application if such amount exceeds \$25,000.
- 4 **Residential Remodel.** Residential remodel permits shall have a minimum valuation based upon Column B of Table A.
- 5 **Residential Additions.** Residential additions shall have a minimum valuation based upon Column A of Table A (new construction).

Building Fees

- 6 **Combination of Residential Remodel and Residential Addition.** With respect to a permit application for a combination residential remodel and residential addition subsection (D)(3) shall apply with respect to the residential remodel portion and subsection (D)(4) shall apply with respect to the residential addition (new construction) portion for a total construction valuation for the permit.
- 7 **Photovoltaic.** Photovoltaic permits shall be based upon a set valuation of \$18,000 for the purposes of establishing the permit fee.
- 8 **Reroof.** Reroof permits for residential structures shall have a minimum valuation of \$239.49 per 100 square feet of roof area or a total minimum valuation of \$2,400.
- 9 **Plumbing OTC Permits.** OTC permits pertaining to plumbing shall have a minimum valuation of \$900.
- 10 **Mechanical, Electrical, Car Charging Stations, Demolition and Other OTC Permits Not Specified in this Section.** OTC permits for mechanical, electrical, car charging stations, demolition, and other permits not specified in this section shall have a minimum valuation of \$2,400.
- 11 **Stucco or Siding.** For permits for stucco or siding on residential units, construction valuation for fee setting purposes shall be the GREATER OF \$2,400 OR the construction valuation calculated by multiplying the linear footage of exterior home and garage x 1 SF (= remodel SF) by the amount stated in Column B of Table A for the R-3, Residential, One- and Two-Family Occupancy Group.
- 12 **Fence or Retaining Wall.** For permits for residential fences or retaining walls, the construction valuation for fee setting purposes shall be the GREATER OF \$2,400 OR the construction valuation calculated by multiplying the linear footage of fence or wall x 1 SF (= SF) by the amount stated in Column A of Table A for the U, Utility, Miscellaneous Occupancy Group.
- 13 **Windows.** Permits for residential windows shall have a minimum valuation of \$2,400.
- 14 **Freestanding Fireplace.** Permits for a freestanding fireplace shall have a minimum valuation of \$2,400.
- 15 **BBQ.** Permits for a barbeque (BBQ) shall have a minimum valuation of \$2,400.
- 16 **Pool Replaster and Repairs.** For permits for residential pool replaster and/or repairs, the construction valuation for fee setting purposes shall be the GREATER OF \$2,400 OR the construction valuation calculated by multiplying the pool square footage by the amount stated in Column B of Table A for the U, Utility, Miscellaneous Occupancy Group.
- 17 **Shed.** For permits for residential sheds, the construction valuation for fee setting purposes shall be the GREATER OF \$2,400 OR the construction valuation calculated by multiplying the square footage of the shed (= SF) by the amount stated in Column A of Table A for the U, Utility, Miscellaneous Occupancy Group.
- 18 **Deck Repair.** For permits for deck repair, the construction valuation for fee setting purposes shall be the GREATER OF \$2,400 OR the construction valuation calculated by multiplying the square footage of the deck area being repaired (= SF) by the amount stated in Column B of Table A for the U, Utility, Miscellaneous Occupancy Group.
- 19 **Fire Repair.** For permits for residential fire repair, the construction valuation for fee setting purposes shall be calculated in the same manner as a residential remodel.

Building Fees

E. Permit Fees - Subject to any applicable minimum permit fees stated elsewhere in this schedule, Table B and B.1, shall apply for the purpose of establishing minimum permit fees.

Table B - Permit Fees

Total Valuation	FY 21-22 Permit Fee				Y'rly In'fltr
\$1 to \$500	\$58.20				Y
\$501 to \$1,000	\$58.20	for the first \$500	plus	\$2.91 for each add'l \$100 or fraction thereof, to and including \$1,000	Y
\$1,001 to \$3,000	\$72.75	for the first \$1,000	plus	\$3.20 for each add'l \$100 or fraction thereof, to and including \$3,000	Y
\$3,001 to \$25,000	\$136.85	for the first \$3,000	plus	\$12.80 for each add'l \$1,000 or fraction thereof, to and including \$25,000	Y
\$25,001 to \$50,000	\$418.35	for the first \$25,000	plus	\$10.47 for each add'l \$1,000 or fraction thereof, to and including \$50,000	Y
\$50,001 to \$100,000	\$680.10	for the first \$50,000	plus	\$7.27 for each add'l \$1,000 or fraction thereof, to and including \$100,000	Y
\$100,001 to \$500,000	\$1,043.60	for the first \$100,000	plus	\$5.81 for each add'l \$1,000 or fraction thereof, to and including \$500,000	Y
\$500,001 to \$1,000,000	\$3,367.60	for the first \$500,000	plus	\$4.37 for each add'l \$1,000 or fraction thereof, to and including \$1,000,000	Y
\$1,000,001 and up	\$5,552.60	for the first \$1,000,000	plus	\$2.33 for each additional \$1,000 or fraction thereof	Y

Production Home Permit Fees - Building permits for production homes (those homes that are one and two family homes having an approved master plan, which is a complete set of building plans from which multiple homes may be constructed) shall have a minimum permit fee as calculated in Table B.1.

Table B.1 - Production Home Permit Fees

Total Valuation	FY 21-22 Permit Fee				Y'rly In'fltr
\$0 to \$120,000	\$1,376.93				Y
\$120,001 and up	\$1,376.93	for the first \$120,000	plus	\$9.31 for each add'l \$11,000 or fraction thereof	Y

Building Fees

F. Administration Fee - In addition to the permit fee, an administration fee is established for the city to recover the cost of permit application processing, permit issuance, and plan review and shall be applied as follows:

Fee Description		FY 21-22 Fee	Y'rly In'fltr
1	Permits Requiring Plan Submittal for Review	95% of the Building Permit Fee	N
2	Over the Counter Permits Requiring Minimal or No Plan Review	25% of the Hourly Rate or Actual Cost (for time in excess of 1/2 hour)	N
3	Tenant Improvement Environmental Utilities Review		
	a) Same Use ¹	\$358	Y
	b) Change of Use ²	\$977	Y
4	Production Home Permits	37% of the Building Permit Fee	N
5	Plans Submitted for the Purposes of Being Mastered	95% of the Building Permit Fee (based on SF valuation of proposed design)	N
6	Emergency Water Heater Repair	Exempt From the Admin Fee (allocated one inspection visit. If add'l visits are required re-inspection fees apply for add'l visits)	N

Determination of Tenant Improvement (TI) Environmental Utilities Review Fee:

¹“Same Use” fee applies to any tenant improvement that requires review (by applicable statute) by the Placer County Department of Environmental Health (typical uses include restaurants, hair salons, and medical/dental offices), or tenant improvements that result in changes to equipment such as (but not limited to) triple compartment sinks, sewer lines within kitchen and maintenance areas, grease waste capturing equipment and tanks, water services including fire, domestic and irrigation, and exterior trash enclosures, etc. The fee does not apply to tenant improvements that do not involve new or modifications to existing plumbing. Examples of tenant improvements where the same use fee would not apply include: addition of new fixtures (sinks, toilets, etc) where no modification to plumbing is proposed, and addition or relocation of interior walls where no new or modification to existing plumbing is proposed. The fee shall also not apply to minor tenant improvements charged the minimum building permit fee based on project valuation.

² “Change of Use” fee applies to tenant improvements that result in a change from one use to another, such as (but not limited to) office/retail to restaurant, or office/retail to dental/medical office. The change in use fee also applies to plan review of modifications to commercial landscaping for compliance with water efficient landscape requirements.

Building Fees

G. Additional Time and Materials Fees and Refunds and Appeals - Building permits are subject to additional time and material fees where the cost of service provided by city exceeds the amount collected at application. Such fees shall be calculated as follows:

Fee Description		FY 21-22 Fee	Unit	Note	Y'rly In'fltr
1	Additional Services (1/2 hour minimum)	\$190	per hour	[a]	Y
2	Re-inspections (per scheduled stop)	\$111	per stop	[b]	Y
3	Inspections Outside of Normal Business Hours	\$190	per hour	[c]	Y
4	Work Commenced without a Permit	\$190	minimum	[d]	Y
5	Certificate of Occupancy (1 hour minimum)	\$190	per hour	[e]	Y
6	Permit Extension or Reinstatement of an Expired Permit	\$190	per hour	[f]	Y
7	Third Party Plan Review (fee is in addition to City Administration Fee in Section F)	pass through of consultant fee		[g]	N
8	Fees for Services Not Listed in this Schedule	Actual Cost		[h]	N
9	Refunds and Appeals				
	a) Fees erroneously paid by applicant or collected or charged by the agency	100% refund		[i][l]	N
	b) When no work has been commenced	up to 75% refund		[j][l]	N
	c) Expired permit applications and permits	0% refund		[k][l]	N

[a] Additional Services (e.g. administrative and plan review) Fees shall be assessed at time of permit issuance and/or prior to final inspection at application. Additional service is defined as follows:

1. Plan Reviews in excess of three (3) submittals to city for review and approval.
2. Plan Review by city departments other than the development services department for projects affecting other City services and not covered by any fees set forth in this section.
3. Other staff time and resources for the purposes of facilitating and approving permit applications and permits.
4. Expedited plan review, when available, and additional resources required to facilitate the expedited plan review process, including consultants and/or other city departments and divisions whose assistance is required for plan approval.

[b] Re-inspections may be assessed based on any of the following:

1. Inspections which are not ready at the time of the scheduled inspection, as determined by a city inspector.
2. Failure by applicant to complete inspection items from previous correction notices.
3. Inspections additional to the inspection with respect to emergency water heater permits.

[c] Inspections outside of normal business hours will be subject to a 2-hour minimum for evening work and a 4-hour minimum for weekend work.

[d] Whenever any work for which a permit is required has been commenced without first applying for a building permit and receiving permission by the building official, a minimum fee for investigation and administration shall be assessed in addition to the full cost of any required permits.

Building Fees

[e] The fee for a certificate of occupancy shall be a minimum of one hour, and any additional costs beyond one hour of staff time to approve such certificates.

[f] Permit applications and permits shall expire per the provisions of the California Building Code. Reinstatement and extensions may be granted provided that all costs incurred by the city to date of the request are paid for by the permit applicant. For this purpose, cost is defined as the hours expended for review and administration multiplied by the hourly rate.

[g] Third party plan review, when available, shall be assessed and paid at time of permit application. The fee for this service is the hourly or flat rate charged by the consulting firm performing the review. This fee is in addition to the permit Administration Fees identified in "Section F" of this fee schedule for the additional resources required to facilitate the process.

[h] Fees for services not otherwise listed in this schedule shall be determined by the building official and based upon the actual cost of providing the service.

[i] The building official may authorize refunding of any fee paid, or portion thereof, which was erroneously paid by applicant or collected by city.

[j] The building official may authorize refunding of not more than seventy-five percent (75%) of fees paid when no work has been done under a permit application or an issued permit in accordance with the adopted California Code of Regulations. In no case shall the refund exceed the cost of services provided to date of cancellation of permit issuance.

[k] Permit applications and building permits that have expired as defined in the California Building Code shall not be subject to any refund.

[l] A building permit applicant may, upon payment of the requested permit fees to city and otherwise complying with California Government Code Section 66022, protest the requested amount to the city council by lodging an appeal with the building official. City staff shall schedule the appeal to be heard by the city council as soon as reasonably practicable.

Building Fees

H. Technology Fee, General Plan Maintenance Fee, Strong Motion Impact Fee, SB 1473 Fee

Fee Description		FY 21-22 Fee	Note	Y'rly In'fltr
1	Technology Fee (applicable to building permits, fire permits, improvement plan, and entitlement fees)	3%	[a]	N
2	General Plan Update Fee	\$0.50 per \$1,000 valuation, not to exceed \$20,000		N
3	Strong Motion Impact (SMI) Fee Calculation			
	a) Residential	\$0.50 or valuation x .00013	[b]	N
	b) Commercial	\$0.50 or valuation x .00028	[b]	N
4	Building Standards Administration Special Revolving Fund (SB 1473) Fee Calculation			
	Valuation:			
	a) \$1 - \$25,000	\$1	[b]	N
	b) \$25,001 - \$50,000	\$2	[b]	N
	c) \$50,001 - \$75,000	\$3	[b]	N
	d) \$75,001 - \$100,000	\$4	[b]	N
	e) Every \$25,000 or fraction thereof above \$100,000	Add \$1	[b]	N
5	"SCIP" Administrative Fee			
	a) Per Single Family Dwelling Permit	\$496	[c]	Y - See Note
	b) Per Non-Residential Building Permit	\$1,388	[c]	Y - See Note

[a] "Building permit" means the permit issued or required by the city for the construction or modification of any structure pursuant to and as defined by the building code. "Fire permit" means the permit issued or required by the city for the construction or ongoing operations of a structure or business pursuant to and as defined by the fire code. "Improvement plan" means the permit issued or required by the city for the construction of any public or private site improvements as defined by the city's improvement and construction standards. "Entitlement" means those approvals provided under Title 19, Zoning.

[b] Fee set by State.

[c] In accordance with Resolution No. 19-92, the Statewide Community Infrastructure Program "SCIP" Administrative Fee shall increase annually by 2% or the change in the consumer price index from October to October.

Building Fees

I. Findings Regarding Permit Fees for Residential Rooftop Solar Energy Systems - Pursuant to Section 66015 of the California Government Code (Fees for Rooftop Solar Energy Systems), the city council finds that the reasonable cost to issue a permit for a residential rooftop solar energy system exceeds \$450 plus \$15 per kilowatt (kW) for each kW above 15 because issuance of the permit requires all of the following:

- 1 One-half (1/2) hour administration time for application and data input
- 2 1/2 hour administration time for permit issuance and one hour plan review time including up to two (2) submittals
- 3 Typically 2 inspections at a minimum of 1/2 hour of staff time
- 4 Other applicable fees assessed by the State of California and by the Roseville Electric Department pursuant to the Roseville Electric Solar Energy Program Meter Upgrade Charges, as amended from time to time

This higher fee results in a quick and streamlined approval process.

Development Impact Fee Deferral and SCIP Fees

Fee Description		FY 21-22 Fee	Unit	Note	Y'rly In'fltr
1	Development Impact Fee Deferral				
	a) Residential	\$297	per deferral		Y
	b) Non-Residential				
	i) Administrative Fee	\$831	per deferral		Y
	ii) Interest Charge on Deferred Fees	equal to unearned interest based on City's 10-yr avg pooled interest rate	per deferral	[a]	N

[a] Fee deferral will result in a loss of interest income on monies deferred over the construction timeframe. The interest charge is intended to cover these costs.

City of Roseville
Schedule of User and Regulatory Fees

Housing Fees

Fee Description		FY 21-22 Fee	Unit	Note	Y'rly In'fltr
1	Reconveyance Fee	\$346	per occurrence		Y
2	Subordination Fee	\$402	per occurrence		Y

Electric Fees

Fee Description		FY 21-22 Fee	Unit	Note	Y'rly In'fltr
Solar Energy Program - Meter Upgrade Charges					
1	Residential PV Net-Meter	\$782.02			N
2	Business PV Net-Meter (<10kW system size)	\$1,659.21			N
3	Business PV Net & PBI Meter (10-100kW system size, up to 200amp PBI panel)	\$2,715.88		[a]	N
4	Business PV Net & PBI Meter (10-100kW system size, >200amp PBI panel)	\$4,419.92		[a]	N
5	Variance Review Request	\$203.66	per hour		N
6	Plan Reviews or Field Meets Exceeding the Initial and Subsequent Submittal Limit	\$203.66	per hour	[b]	N
7	PBI Meter Installations Requiring a Phone Switcher	\$290.34	per switcher		N
Other Service Fees					
8	Pedestal Meter Fee	\$331.67			N
9	Temporary Power Meter Set				
	a) Temp Power Meter Set Fee - Residential	\$269.90			N
	b) Temp Power Meter Set Fee - Commercial	Actual Cost			N
10	Extension of Facilities	Actual Cost			N
11	Svc Connections and Facilities on Customer's Premises	Actual Cost			N
12	Meter Test				
	a) Test - More than six-months since prior test	\$0.00			N
	b) Test - Within six-months of meter install or prior test	Actual Cost			N
13	Overhead-to-Underground Conversion of Overhead Utilities	Actual Cost			N
14	Small Cell Plan Check Fee	\$767.89			N
15	Technology Fee	3%			N

** Note regarding annual inflationary adjustment: For items billed at actual cost or items billed at average labor and material rates, the underlying hourly billing rates should inflate annually by the change in hourly labor rates and/or indirect cost rate multipliers.*

* All meter upgrade costs must be paid prior to receiving interconnection approval to operate the PV system.

[a] Customer is required to supply a dedicated working phone line and monitoring for the duration of the PBI payment term. See the construction standards for phone line requirements.

[b] The initial and first resubmittal plan review and the initial and first resubmittal field inspections are included in the basic Meter Upgrade Charge.

Environmental Utilities Fees

Fee Description		FY 21-22 Fee	Note	Y'rly In'fltr
Water				
1	Construction Water			
	a) Fire Hydrant Application Fee	\$257		Y
	b) Usage Rate	Current rate per Ccf		N
	c) Meter and Backflow Rental			
	i) Monthly Rental Charge	\$100		N
	ii) Initial Deposit	\$1,500		N
2	Meter Installation for New Residential Construction			
	a) Labor Charge	\$143		Y
	b) Meter and Meter Appurtenance Charge	Actual Cost		Y
	c) Quantity Charge	\$86		Y
3	Meter Installation - All Other	Actual Cost		Y
4	Service Connections	Actual Cost		Y
5	Tap	Actual Cost		Y
6	Abandon Water Service Line	Actual Cost		Y
7	Installation of Facilities in Subdivisions/Other Dev'lpmts	Actual Cost		Y
Water Conservation				
8	Water - Water Efficient Landscape Review	Actual Cost		Y
Backflow Prevention Inspection and Cross-Connection Control				
9	Backflow Prevention Assembly - Installation, Repair, Replacement	Actual Cost	[a]	Y
10	Backflow Prevention Assembly - Reinspection Fee	\$69	[b]	Y
Well Water				
11	Well Permit			
	a) First Well	\$286	[c]	Y
	b) Each Additional Well	\$143	[c]	Y
	c) Soil Boring (no well)	\$286		Y
Sewer				
12	Private Sewage Disposal System - Plan Review and Inspection	Actual Cost		Y
13	Building Sewers and Connections			
	a) Residential and Commercial Service	Actual Cost		Y
	b) Service Establishments Producing Industrial Waste	Actual Cost		Y
14	Review of Grease, Oil, and Grit Interceptors	Actual Cost		Y
15	Rate-of-Flow Controller Facility			
	a) Installation	Actual Cost		Y
	b) Re-inspection	Actual Cost		Y
16	Industrial Waste Manhole - Plan Review and Inspection	Actual Cost		Y
17	Closed Circuit TV for Inspection and Warranty Service	Actual Cost		Y
18	Vactor Service for Cleaning of New Infrastructure for Final Acceptance	Actual Cost		Y
19	Fabrication of Special Fittings	Actual Cost		Y
20	Fats, Oils, and Grease Program (FOG) - Costs incurred by the City as a result of required on-site sampling and analysis	Actual Cost		Y

Environmental Utilities Fees

Fee Description		FY 21-22 Fee	Note	Y'rly In'fltr
21	FOG Program Violation Appeal Cost Reimbursement			
	a) Public Utilities Commission	Actual Cost		Y
	b) City Council	Actual Cost		Y
	Recycled Water			
22	Recycled Water - Cost of Meter and Installation			
	a) 3/4"	\$536		Y
	b) 1"	\$606		Y
	c) 1 1/2"	\$1,398		Y
	d) 2"	\$1,582		Y
	e) 3"	\$2,138		Y
	f) 4"	\$3,579		Y
	g) 6"	\$6,014		Y
	h) 8"	\$9,581		Y
	i) 10"	\$12,217		Y
23	Recycled Water - Plan Review and Inspection	Actual Cost		Y
	Industrial Wastewater			
24	On-Site Sampling	Actual Cost		Y
	Other Fees			
25	Plan Review	Actual Cost		Y
26	On-site Inspections	Actual Cost		Y
27	Water Warranty Inspections	Actual Cost		Y
28	Wastewater Warranty Inspections	Actual Cost		Y
29	Cross Connection Testing	Actual Cost		Y
30	Cross Connection Testing for Backflows	Actual Cost		Y
31	Water Continuity Testing	Actual Cost		Y
32	Spark Testing	Actual Cost		Y
33	Mapping	Actual Cost		Y
34	Standby	Actual Cost		Y
35	Disposal of Chlorinated or Contaminated Water	Actual Cost		Y
36	Tee Installation	Actual Cost		Y
37	401 Transition Pipe	Actual Cost		Y
38	Pipe Coating	Actual Cost		Y

** Note regarding annual inflationary adjustment: For items billed at actual cost, the underlying hourly billing rates should inflate annually by the change in hourly labor rates and/or indirect cost rate multipliers.*

[a] Installation, repair, or replacement of a backflow prevention assembly shall be performed by a licensed contractor, or with customer approval, by City personnel. The cost to the City for materials and labor at the prevailing wage shall be paid by the owner or customer.

[b] Reinspection fee is the fee required to be paid upon finding by an inspector that the backflow prevention assembly is defective or not in compliance backflow prevention assembly standards.

[c] Fee is 50% refundable if denied.

Fire & Life Safety Fees

Fee Description		FY 21-22 Fee	Unit	Note	Y'rly In'fltr
	Permits to Operate (Type of Permit Activity)				
1	Amusement Building	\$342			Y
2	Carnivals and Fairs	\$342			Y
3	Combustible Dust Operations	\$342			Y
4	Covered Mall Buildings	\$342			Y
5	Exhibits and Trade Shows	\$342			Y
6	Explosives or Blasting Agents	\$856			Y
7	Mobile Fueling	\$342			Y
8	Recreational or Bon Fire	\$172			Y
9	Theatrical Fire Performance	\$342			Y
10	High Pile Storage	\$342			Y
11	Hot Work Operations	\$342			Y
12	Industrial Ovens	\$342			Y
13	Lumber Yards	\$342			Y
14	Misc. Combustible Storage	\$342			Y
15	Places of Assembly				
	a) Less than 300 occupant load	\$342			Y
	b) 300 - 999 occupant load	\$514			Y
	c) 1,000 or more occupant load	\$684			Y
16	Commercial Day Care Facility				
	a) 7 - 49 persons	\$342			Y
	b) 50 - 149 persons	\$514			Y
	c) 150 or more persons	\$684			Y
17	Institutional				
	a) Less than 6 patients	\$342			Y
	b) 6 or more patients	\$514			Y
	c) Detention facilities	\$684			Y
18	Apartments/Hotels/Motels				
	a) 3 - 16 units	\$260			Y
	b) 17 - 32 units	\$342			Y
	c) 33 or more units	\$514			Y
19	Large Family Day Care				
	a) Pre-inspection (at hourly rate)	\$172	per hour		Y
20	850 Inspections				
	a) 850 Inspection (at hourly rate)	\$172	per hour		Y
21	Residential Care Facilities				
	a) 7 or more residents	\$514			Y
	b) Pre-inspection (at hourly rate)	\$172	per hour		Y

Fire & Life Safety Fees

Fee Description		FY 21-22 Fee	Unit	Note	Y'rly In'fltr
22	Temporary Membrane Structures (Tents/Canopies)				
	a) 401 - 1,499 SF	\$260			Y
	b) 1,500 - 2,999 SF	\$342			Y
	c) 3,000 - 5,999 SF	\$514			Y
	d) 6,000 or more SF	\$684			Y
	Plan Review				
	• Including Inspection Service				
	• Plan Review Conducted by City Staff				
23	Fire Alarm System				
	a) New Installation	\$1,536			Y
	b) New Installation with Two Way Communication	\$1,536			Y
	c) Tenant Improvement	\$684			Y
	d) Tenant Improvement: One Device Only	\$172			Y
	e) Large Project > 50 Notification Devices	\$4,090			Y
	f) High Rise	\$6,132			Y
24	Fire Sprinkler System - New Installation				
	a) 1 - 99 heads	\$2,048			Y
	b) 100 - 199 heads	\$2,556			Y
	c) 200 or more heads	\$3,410			Y
25	Fire Sprinkler System - Tenant Improvement				
	a) < 5 Sprinkler Heads Only	\$172			Y
	b) 6 - 50 heads	\$684			Y
	c) 51 or more heads	\$1,366			Y
26	Fire Stand Pipe System	\$1,366			Y
27	Fire Pump System	\$2,556			Y
28	Hood and Duct System				
	a) New System	\$1,194			Y
	b) Tenant Improvement	\$344			Y
29	Special Suppression System (Clean agent, Co2, etc.)	\$1,706			Y
30	Compressed Gas System				
	a) Hazardous Material	\$684			Y
	b) Medical Gas	\$684			Y
31	Smoke Management Systems	\$4,090			Y
32	Spray Booths (Includes fire protection system)	\$1,366			Y
33	Radio Amplification System	\$4,090			Y

Fire & Life Safety Fees

Fee Description		FY 21-22 Fee	Unit	Note	Y'rly In'fltr
	Plan Review				
	• Including Inspection Service • Plan Review Conducted by City Approved Consultant				
34	Third Party Plan Review (fee is in addition to fees shown below in this section)	pass-through of consultant fee		[a]	N
35	Fire Alarm System				
	a) New Installation	\$1,036			Y
	b) New Installation with Two Way Communication	\$1,036			Y
	b) Tenant Improvement	\$460			Y
	c) Large Project > 50 Notification Devices	\$2,762			Y
	d) High Rise	\$4,138			Y
36	Fire Sprinkler System - New Installation				
	a) 1 - 99 heads	\$1,380			Y
	b) 100 - 199 heads	\$1,726			Y
	c) 200 or more heads	\$2,300			Y
37	Fire Sprinkler System - Tenant Improvement				
	a) 6 - 50 heads	\$460			Y
	b) 51 or more heads	\$922			Y
38	Fire Stand Pipe System	\$922			Y
39	Fire Pump System	\$1,726			Y
40	Hood and Duct System				
	a) New System	\$806			Y
	b) Tenant Improvement	\$232			Y
41	Special Suppression System (Clean agent, Co2, etc.)	\$1,152			Y
42	Compressed Gas System				
	a) Hazardous Material	\$460			Y
	b) Medical Gas	\$460			Y
43	Smoke Management Systems	\$2,762			Y
44	Spray Booths (Includes fire protection system)	\$922			Y
45	Radio Amplification System	\$2,762			Y

Fire & Life Safety Fees

Fee Description		FY 21-22 Fee	Unit	Note	Y'rly In'fltr
Fireworks					
46	Fireworks - Public Display (High/Low Level & Ground Devices)				
	a) 200 or less devices	\$1,026			Y
	b) 201 or more devices	\$1,194			Y
47	Fireworks - Retail Stand	\$342			Y
48	Fireworks - Special Pyrotechnic Effects	\$684			Y
Hazardous Materials					
49	Flammable or Combustible Liquids/Solids				
	a) Class I > 5 gal, II or IIIA > 25 gal (inside storage)	\$342			Y
	b) ≥ 100 lbs	\$342			Y
50	Hazardous Materials Storage, Use, or Handling (55 Gallons Liquid, 200 Cu Ft Gas, 500 Lbs. Solid)			[b]	
	a) Carbon Dioxide System	\$342			Y
	b) 1 - 10 chemicals	\$342			Y
	c) 11 - 20 chemicals	\$684			Y
	d) 21 or more chemicals	\$1,026			Y
51	Hazardous Waste Generator				
	a) Hazardous Waste Generator Fee < 55 gal	\$342			Y
	b) Hazardous Waste Generator Fee 55 - 500 gal	\$514			Y
	c) Hazardous Waste Generator Fee 501 - 2,500 gal	\$684			Y
	d) Hazardous Waste Generator Fee > 2,500 gal	\$1,026			Y
52	Tiered Permitting				
	a) Permit by Rule (PBR)	\$1,026			Y
	b) Conditionally Authorized	\$514			Y
	c) Conditionally Exempt	\$514			Y
53	Liquefied Petroleum Gas (LPG)				
	a) Annual tank ≥ 499 gal	\$342			Y
	b) Tank installation (plan review and inspection)				
	i) Commercial	\$684			Y
	ii) Residential	\$342			Y
54	State of California Surcharge CALARP	\$270			N
55	State of California Surcharge Hazardous Materials	\$84			N
56	Review of Hazardous Materials Risk Management Plans	\$172	per hour		Y
57	Review of Hazardous Materials Emergency Response Plans	\$172	per hour		Y
58	Hazardous Materials Emergency Spill Response	Actual Cost			Y
59	Hazardous Materials Oversight of Remediation	\$172	per hour		Y

Fire & Life Safety Fees

Fee Description		FY 21-22 Fee	Unit	Note	Y'rly In'fltr
Underground Storage Tanks					
60	Annual Permit	\$1,706			Y
61	Tank Installation (plan review and inspection)				
	a) First tank	\$3,410			Y
	b) Each additional tank	\$514			Y
62	Transfer of Ownership	\$342			Y
63	Tank Removal or Abandonment	\$1,706			Y
64	System Modification	\$684			Y
65	UST System Cold Start /Minor Modification	\$342			Y
66	UST Piping Upgrade	\$1,366			Y
67	State of California UST Surcharge (per tank)	\$20			N
Aboveground Storage Tanks					
68	Annual Permit				
	a) Annual Permit: 1,320 to 10,000 gallons	\$342			Y
	b) Annual Permit: 10,000 to 100,000 gallons	\$514			Y
	c) Annual Permit: 100,000 to 1,000,000 gallons	\$684			Y
	d) Annual Permit ≥ 1,000,000 gallons	\$1,026			Y
69	Tank Installation (plan review and inspection)				
	a) First tank	\$684			Y
	b) Each additional tank	\$172			Y
70	Transfer of Ownership	\$342			Y
71	Tank Removal or Abandonment	\$684			Y
72	System Modification	\$514			Y
73	State of California APSA Surcharge	\$26			N

Fire & Life Safety Fees

Fee Description		FY 21-22 Fee	Unit	Note	Y'rly In'fltr
Administrative Fees					
74	Copy of Incident Report (per incident)	\$16			Y
75	Media Reproduction (audio, video, photographic)	Actual Cost			Y
76	Emergency Response Caused by DUI	Actual Cost			Y
77	Weed Abatement Administrative Parcel Fee	\$342			Y
78	Code Appeal (per hour)	\$172			Y
79	Fire Flow / Hydrant Test	\$514			Y
80	Fire & Life Safety Division Hourly Rate	\$172	per hour		Y
81	Minimum Intake Fee	\$172			Y
82	Voluntary Inspection	\$342			Y
83	Technical Report (alternate material or method request)	\$684			Y
84	Inspection Requests (after normal business hours)	\$514			Y
85	Administrative Fee (excessive resubmittals and inspections)	\$430			Y
86	Expedited Plan Review Fee (per hour)	\$194	per hour		Y
87	Re-inspection Fee	\$342			Y
88	Administrative Fee (work without a permit)	\$514			Y
89	Code Review or Design Consultation (per hour)	\$172			Y
90	False Alarm Fee	\$430			Y
91	Fire Extinguisher Training	\$514			Y
92	Late Payment Penalty for Permits				
	a) 30 days past due	\$50			N
	b) 60 days past due	\$100			N
	c) 90 days past due	\$200			N

[a] Third party plan review, when available, shall be assessed and paid at time of permit application. The fee for this service is the hourly or flat rate charged by the consulting firm performing the review. This fee is in addition to the permit Administration Fees identified in the "Plan Review (Including Inspection Service) Plan Review Conducted by City Approved Consultant" of this fee schedule for the additional resources required to facilitate the process.

[b] Fee includes Hazardous Waste Generator < 55 gal.

General Information

- * All fees or charges shall be calculated at one (1) hour minimum unless otherwise specified.
- * All fees for specified services shall be calculated by the Fire Department.
- * When required, no permit or approval shall be issued until facility or process is brought into compliance with applicable codes and the required service fee is paid in full.
- * When a requester fails to cancel a requested inspection prior to the scheduled time of inspection, the standard inspection fee shall be charged, with a one hour minimum fee.

Emergency Medical Services First Responder Fee

Fee Description		FY 21-22 Fee	Unit	Note	Y'rly In'fltr
1	Emergency Medical Services First Responder Fee	\$343			Y

Police Department Fees

Fee Description		FY 21-22 Fee	Unit	Note	Y'rly In'fltr
1	Alarm Permit Application				
	a) Initial permit application	\$35	for two-year permit		N
	b) Renewal permit application	\$15	for two-year permit		N
	c) Late Filing Fees				
	i) Less than 30 days late	\$5			N
	ii) 30 Days	\$20			N
	iii) 60 Days	\$40			N
	iv) 90 Days	\$80			N
	v) 91+ Days				
	a) Base Fee	\$80			N
	b) Administrative Citation	TBD			N
	c) Fine	\$100			N
2	Excessive False Alarms:				
	a) First false alarm				
	i) Burglary	\$0	flat fee	[a]	N
	ii) Duress/robbery	\$0	flat fee	[a]	N
	b) Second false alarm				
	i) Burglary	\$60	flat fee	[a]	N
	ii) Duress/robbery	\$60	flat fee	[a]	N
	c) Third false alarm				
	i) Burglary	\$85	flat fee	[a]	N
	ii) Duress/robbery	\$85	flat fee	[a]	N
	d) Fourth false alarm				
	i) Burglary	\$100	flat fee	[a]	N
	ii) Duress/robbery	\$150	flat fee	[a]	N
	e) Fifth and subsequent false alarms				
	i) Burglary	\$150	flat fee	[a]	N
	ii) Duress/robbery	\$200	flat fee	[a]	N
3	Appeal of Decision to Deny, Suspend, or Revoke an Alarm Permit	\$75	flat fee		N
4	Traffic Collision Report	\$10	per request		Y
5	Traffic Camera Footage & Photos				
	a) Footage and Photos	\$25	per request		Y
	b) Digital Storage Device	\$8	per request		Y
6	Impounded Vehicle Release Fee	\$175	per vehicle	[b]	Y
7	Vehicle Tow Hearing	\$89	per request		Y
8	Criminal Background / Good Conduct Letter (aka Records Check and Clearance Letter)	\$20	per request		N
9	Commercial Indoor Firing Range Permit	\$113	flat fee		Y
10	Retail Firearms Dealer License				
	a) Initial permit application	\$113	flat fee		Y
	b) Renewal permit application	\$113	flat fee		Y

Police Department Fees

Fee Description		FY 21-22 Fee	Unit	Note	Y'rly In'fltr
11	Adult-oriented Business				
	a) Initial permit application				
	i) Permit fee	\$294	flat fee		Y
	ii) Dept of Justice fee	\$32	flat fee	[c]	N
	iii) LiveScan fingerprint rolling fee	actual cost	flat fee		N
	iv) Additional FBI fingerprinting fee, if applicable	\$17	flat fee	[c]	N
	b) Renewal permit application				
	i) Permit fee	\$294	flat fee		Y
12	Entertainment Permit				
	a) Initial permit application				
	i) Permit fee	\$225	flat fee		Y
	ii) Dept of Justice fee	\$32	flat fee	[c]	N
	iii) LiveScan fingerprint rolling fee	actual cost	flat fee		N
	iv) Additional FBI fingerprinting fee, if applicable	\$17	flat fee	[c]	N
	b) Renewal permit application				
	i) Permit fee	\$225	flat fee		Y
13	Ice Cream Vendor Permit Application				
	a) Initial permit application				
	i) Permit fee	\$44	flat fee		Y
	ii) Dept of Justice fee	\$32	flat fee	[c]	N
	iii) LiveScan fingerprint rolling fee	actual cost	flat fee		N
	iv) Additional FBI fingerprinting fee, if applicable	\$17	flat fee	[c]	N
	b) Renewal permit application				
	i) Permit fee	\$44	flat fee		Y
14	Massage Business Permit Application			[d]	
	a) Initial permit application				
	i) Permit fee	\$138	flat fee		Y
	ii) Dept of Justice fee	\$32	flat fee	[c]	N
	iii) LiveScan fingerprint rolling fee	actual cost	flat fee		N
	iv) Additional FBI fingerprinting fee, if applicable	\$17	flat fee	[c]	N
	b) Renewal permit application				
	i) Permit fee	\$33	flat fee		Y
15	Pawnbroker/Secondhand Dealer				
	a) Initial permit application				
	i) Permit fee	\$113	flat fee		Y
	ii) Dept of Justice fee	\$32	flat fee	[c]	N
	iii) LiveScan fingerprint rolling fee	actual cost	flat fee		N
	iv) Additional FBI fingerprinting fee, if applicable	\$17	flat fee	[c]	N
	b) Renewal permit application				
	i) Permit fee	\$72	flat fee		Y

Police Department Fees

Fee Description		FY 21-22 Fee	Unit	Note	Y'rly In'fltr
16	Taxicab Driver Permit Application				
	a) Initial permit application				
	i) Permit fee	\$50	flat fee		N
	ii) Dept of Justice fee	\$32	flat fee	[c]	N
	iii) LiveScan fingerprint rolling fee	actual cost	flat fee		N
	iv) Additional FBI fingerprinting fee, if applicable	\$17	flat fee	[c]	N
	b) Renewal permit application				
	i) Permit fee	\$50	flat fee		N
17	Range Rental				
	a) 4 hour rental	\$202	per 4-hr rental		Y
	b) 8 hour rental	\$404	per 8-hr rental		Y
18	Noise Violation	actual cost of enforcement	per separate offense following first citation		Y
19	Extraordinary Law Enforcement Services (multiple responses to disturbance w/in 12-hrs)	actual cost of enforcement	per separate offense following first warning		Y
20	Supplemental Law Enforcement Services				
	a) Hourly Rates for Police Dept Personnel				
	i) Community Service Officers	\$49	per hour		Y
	ii) Police Officers	\$83	per hour		Y
	iii) Sergeants	\$101	per hour		Y
	iv) Dispatchers	\$65	per hour		Y
	b) Hourly Rates for Marked Vehicles				
	i) Base Rate	\$25	per hour		N
	ii) Per mile rate, for each mile over 50	\$0.58	per mile	[e]	N
21	Concealed Weapon License	n/a - issued by Placer County Sheriff		[f]	N

* Note regarding annual inflationary adjustment: For items billed at actual cost, the underlying hourly billing rates should inflate annually by the change in hourly labor rates and/or indirect cost rate multipliers.

[a] Fines are determined by the combined number of both burglary and duress/robbery false alarms. Reimbursement may be waived by the police chief where uncommon circumstances not considered an emergency resulted in false alarm and where the permittee has undertaken to correct alarm system deficiencies.

[b] This fee shall be collected only from the registered owner or agent of the registered owner. This fee shall not apply to vehicles impounded as the result of automobile accidents, abatement program, or lien sale, unless the sale is sufficient in amount to pay the lienholder's total charges and administrative costs.

[c] This fee is not established by the City of Roseville. It may be collected on behalf of, or directly by, a third party (e.g. vendor; other public agency). The fee schedule is intended to mirror amounts adopted by third parties. If the amount charged by a third party changes, the amounts collected by the City on behalf of the third party are presumed to change simultaneously. Amounts shown in the fee schedule will be updated as soon as practicable after the City receives notice of the fee change.

[d] Fee amounts shown are for non-state certified massage therapist applications. There is no fee for State-certified massage therapists/practitioners registering to provide massage services or activities within the City of Roseville.

[e] Set to match IRS standard mileage rates.

[f] Any Roseville resident wishing to apply for a license to carry a concealed weapon shall be directed to the Placer County Sheriff's Office for permit application and the permit process.

Animal Licensing and Permit Fees

Fee Description		FY 21-22 Fee	Unit	Note	Y'rly In'fltr
1	Animal License (Dog or Cat)				
	a) 1 Year				
	i) Certified altered animal	\$23	each		Y
	ii) Non-altered animal	\$47	each		Y
	iii) Senior Discount	\$5 off standard fee	each		N
	b) 2 Years				
	i) Certified altered animal	\$46	each		Y
	ii) Non-altered animal	\$91	each		Y
	iii) Senior Discount	\$10 off standard fee	each		N
	c) 3 Years				
	i) Certified altered animal	\$68	each		Y
	ii) Non-altered animal	\$136	each		Y
	iii) Senior Discount	\$15 off standard fee	each		N
	d) Transfer of active license from other jurisdiction	\$0	each		Y
2	Delinquent Penalty for Failure to Renew License within 15 days of Expiration				
	a) Altered dog	\$5	flat fee		N
	b) Unaltered dog	\$10	flat fee		N
3	Lost License or Tag	\$5	flat fee		N
4	Rabies Test	Pass-through of actual cost	flat fee		N
5	Kennel License				
	a) Initial	\$121	each		Y
	b) Renewal	\$60	each		Y
6	Special Animal Permit				
	a) Initial	\$60	each		Y
	b) Renewal	\$60	each		Y
7	Voluntary Disposal Fee				
	a) Dogs and Other Animals Commonly Considered Pets	\$40	per animal/litter		Y
	b) Wild Animals	\$40	per animal		Y
8	Appeal of Decision to Destroy Vicious Animal	\$100	flat fee		N

* Per RMC 7.16.070, license fees are waived for: service dog owned by a person with a need for assistance; dog used by any law enforcement personnel; dog owned by any government entity or political subdivision

Oversize Vehicle Permit Fees and Building Moving Permit Fees

Fee Description		FY 21-22 Fee	Unit	Note	Y'rly In'fltr
1	Oversize Vehicle Permit				
	a) Single trip permit	\$16	per vehicle	[a]	N
	b) Annual permit	\$90	per vehicle	[a]	N
2	Building Moving Permit				
	a) Base Fee	\$29	per request		Y
	b) Costs of plan review, utility and street light moving, tree trimming, traffic directing, etc.	actual costs	per request		Y

** Note regarding annual inflationary adjustment: For items billed at actual cost, the underlying hourly billing rates should inflate annually by the change in hourly labor rates and/or indirect cost rate multipliers.*

[a] Oversize vehicle permit fees set to match fees adopted by California Department of Transportation (CalTrans).

Parking Permit Fees

Fee Description		FY 21-22 Fee	Unit	Note	Y'rly In'fltr
1	Residential Parking Permit	\$0	per vehicle		N
2	Merchant Parking Permit				
	a) January 1st through December 31st	\$20	per vehicle		N
	b) July 1st through December 31st	\$10	per vehicle		N

* Permit is valid only for the calendar year issued. A merchant parking permit is issued to a specific vehicle and is not transferable. A valid merchant parking permit decal must be appropriately displayed on the left rear bumper or left rear window of the permittee's vehicle.

Special Event, Film, and Banner Permit Fees

Fee Description		FY 21-22 Fee	Unit	Note	Y'rly In'fltr
1	Special Event Permit				
	a) Application Fee				
	i) Event that requires limited site/plan review, no closures, etc. (i.e. park rentals/activities, misc. events, etc.)	\$135	per event	[a]	Y
	ii) Event that requires, but not limited to, street/parking lot closures, site/plan review, trail use, etc. (i.e. fun runs, festivals, parking garage, etc.)	\$275	per event	[a]	Y
	b) Service Charges	actual costs			Y
	c) Park/facility rental fee	varies by location	per event		N
2	Photography and Filming Permit				
	a) Application Fee				
	i) Cast and Crew Totaling One to Three Persons	\$135	per permit	[a],[b]	Y
	ii) Cast and Crew Totaling Four or More Persons; or with Street Closure	\$275	per permit	[a],[b]	Y
	b) Service Charges	actual costs			Y
3	Banner Permit	\$65			Y

[a] Application fees are non-refundable.

[b] Non-commercial photography and photography/film not requiring exclusivity does not need a permit. The Department Director may waive fees for bona fide student film/photography projects and non-profit projects. The permitting process for filming/photography is still applicable for these projects (i.e. permit is required). Service charges are still applicable.

** Note regarding annual inflationary adjustment: For items billed at actual cost, the underlying hourly billing rates should inflate annually by the change in hourly labor rates and/or indirect cost rate multipliers.*

Parks, Recreation, & Libraries Department Fees

Fee Description		FY 21-22 Fee	Unit	Note	Y'rly In'fltr
1	Parks, Recreation, & Libraries Department Program, Class, Facility Use, and Service Fees	See Note		[a]	N
2	Capital Replacement Fee	Not to exceed 10% of program fee	per registration		N

[a] See Department for Recreation Guide and Programs, Events, and Classes information, Facility Use, and Service Fees. Information is updated seasonally. Fees are approved by the Department Director. Fees are established and updated using the Departmental Pricing Policy.



COUNCIL COMMUNICATION

CC #: 1669

File #: 0900-04-01

Title: 2018 Regional Surface Transportation Program Arterial Resurfacing Project - Reimbursement and Authorization Agreement

Contact: Jesse Khatkar 916-774-5434 jskhatkar@roseville.ca.us

Meeting Date: 8/18/2021

Item #: 6.12.

RECOMMENDATION TO COUNCIL

Staff recommends the City Council adopt a resolution authorizing the City Manager to execute a Reimbursement and Authorization Agreement with the City of Rocklin for the roadway rehabilitation of a portion of Five Star Blvd.

BACKGROUND

The scope of the 2018 Regional Surface Transportation Program (RSTP) Arterial Resurfacing project includes:

- Replacement of failed sections of asphalt roadway pavement;
- Roadway resurfacing;
- Curb ramp reconstruction to comply with American with Disabilities Act (ADA) requirements; and
- Replacement of signal detector loops, all at various locations throughout the City.

The streets included in the project are portions of:

- Blue Oaks Blvd.;
- Cirby Way;
- Estates Dr.;
- Eureka Rd.;
- Foothills Blvd.;
- Folsom Rd.;
- Harding Blvd.;
- Orlando Ave.;
- Pleasant Grove Blvd.;
- Riverside Ave.;
- East Roseville Pkwy.;
- Sierra College Blvd.;

- Sutter Ave.;
- Stanford Ranch Rd.;
- Vernon St.;
- Douglas Blvd; and
- Woodcreek Oaks Blvd.

The project was awarded to Teichert Construction at the February 3, 2021 meeting. Since the award of the project, City staff has coordinated with the City of Rocklin to potentially include additional roadway rehabilitation adjacent to the project limits. The additional roadway rehabilitation area is along Five Star Blvd, within the City of Rocklin, extending approximately 350 feet east from the intersection at Stanford Ranch Rd. A location map is attached for reference.

The proposed agreement reimburses the City of Roseville for the costs associated with the rehabilitation of the segment of Five Star Blvd. By partnering with the City of Rocklin to complete this work, the City is reducing the amount of near-term construction disruptions to residents who travel through or work nearby (and businesses in the proximity of) the intersection of Stanford Ranch Road and Five Star Blvd.

PUBLIC OUTREACH

Public Affairs & Communications staff continues to inform residents and businesses about the project benefits and construction impacts through a variety of methods including, but not limited to:

- Direct mail;
- Signage;
- Social media;
- Web; and
- Email notifications.

More details about the project will be shared at roseville.ca.us/resurfacing.

FISCAL IMPACT

This project is funded through \$898,730 in Highway Infrastructure Program (HIP) grant funds and a Regional Surface Transportation Program (RSTP) allotment of approximately \$7.4 million.

The additional roadway rehabilitation will be completed under existing construction contingency authorization, and will be reimbursed by the City of Rocklin. The estimated cost of work is \$115,000.

ENVIRONMENTAL REVIEW

The proposed project involves the repair, maintenance, and minor alteration of existing facilities. This activity is categorically exempt from CEQA as a Class 1 Exemption (State CEQA Guidelines Section 15301). The Exemption has been prepared and no further CEQA action is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Jesse Khatkar, Assistant Engineer

Jason Skykowski, Public Works Director

A handwritten signature in blue ink, consisting of several overlapping loops and a horizontal line, likely belonging to Dominick Casey.

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 21-373

Reimbursement Agreement

Location Map

RESOLUTION NO. 21-373

APPROVING A REIMBURSEMENT AND AUTHORIZATION AGREEMENT, AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF
THE CITY OF ROSEVILLE

WHEREAS, a Reimbursement and Authorization Agreement for the City of Roseville to resurface a portion of Stanford Ranch Road in the City of Rocklin (2018 Regional Surface Transportation Plan (RSTP) Arterial Resurfacing Project), has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville that said reimbursement and authorization agreement is hereby approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2021, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

REIMBURSEMENT AND AUTHORIZATION AGREEMENT
FOR THE CITY OF ROSEVILLE TO RESURFACE A PORTION OF STANFORD
RANCH ROAD IN THE CITY OF ROCKLIN
(2018 RSTP Arterial Resurfacing Project)

This Reimbursement and Authorization Agreement ("Agreement") for the City of Roseville to resurface a portion of Stanford Ranch Road in the City of Rocklin as part of the 2018 RSTP Arterial Resurfacing Project ("Project") is entered into this 14th day of June, 2021, by and between the City of Rocklin, a municipal corporation, and the City of Roseville, a municipal corporation (collectively, the "Parties").

RECITALS

1. The City of Roseville is resurfacing numerous streets throughout the City of Roseville as part of the 2018 RSTP Arterial Resurfacing Project.
2. The City of Rocklin is requesting that the City of Roseville include a portion of work within the City of Rocklin as described in Exhibit "A" as it is directly adjacent and connected to work contemplated under the 2018 RSTP Arterial Resurfacing Project along Stanford Ranch Road.
3. The work within the City of Rocklin is shown in Exhibit "B".
4. The City of Roseville has estimated the construction costs of the Project not to exceed one hundred fifty thousand dollars (\$150,000). A copy of the estimated costs of the Project is attached hereto as Exhibit "C" and incorporated herein by this reference.

AGREEMENT

5. Right of Entry and Right to Construct: The City of Rocklin hereby grants to the City of Roseville, its employees, authorized agents and assigns, a right of entry and right to construct over its property described in Exhibit "A," a description of which is attached hereto and incorporated herein by reference. Such right of entry shall be granted solely for the purpose of the Project described in the Recitals of this Agreement and conditioned upon the City of Roseville being subject to the terms and conditions set forth in Section 6 of this Agreement, entitled "Encroachment Permit."

6. Encroachment Permit. The City of Roseville shall require that the construction contractor performing the work obtain an Encroachment Permit from the City of Rocklin, at no cost to the contractor or the City of Roseville, prior to performing any work on the portion of the Project that is to be constructed within the Rocklin city limits. The Encroachment Permit shall contain certain general conditions that must be complied with at all times by the construction contractor. These general conditions shall be incorporated into this Agreement as though fully set forth herein. A copy of the general conditions of the Encroachment Permit is attached hereto as Exhibit "D."

with at all times by the construction contractor. These general conditions shall be incorporated into this Agreement as though fully set forth herein. A copy of the general conditions of the Encroachment Permit is attached hereto as Exhibit "D."

7. Right to Inspect. Upon request from City of Rocklin staff, City of Roseville staff shall make all inspection results available for City of Rocklin staff to review.

8. Reimbursement of Costs of the Project. Upon completion of the Project (as described in Exhibit "A"), the City of Roseville shall provide to the City of Rocklin an accounting of all costs incurred. The accounting shall show a breakdown of the City of Rocklin's proportionate share of costs for the Project within Rocklin city limits with an invoice for those costs. Within thirty (30) day of receipt of the invoice, the City of Rocklin shall reimburse the City of Roseville in an amount proportional to the amount of the Project within the City Rocklin, which amount shall not exceed one hundred fifty thousand dollars (150,000). In the event that the actual costs are less than the total amount estimated as set forth in Section 4 above, the City of Rocklin's proportionate share shall be decreased accordingly.

9. Completion of the Project. The City of Roseville shall use reasonable and diligent efforts to ensure that the construction contractor completes the Project in accordance with the plans and specifications approved by the City of Roseville for the job. Notice of Completion for the Project shall not issue until the City of Rocklin has accepted the portion of the work performed in the City of Rocklin; such acceptance shall not be unreasonably withheld.

10. Insurance: The City of Roseville shall require the construction contractor to provide insurance coverage for the Project. The City of Roseville shall require the construction contractor to add the City of Rocklin as an additional insured to the policy covering the Project.

11. Indemnification. To the fullest extent allowed by law, City of Rocklin shall defend, indemnify, and save and hold harmless City of Roseville, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of City of Rocklin's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from City of Roseville's negligence or willful misconduct.

City of Rocklin's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

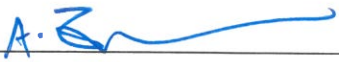
12. Except as specifically stated herein, this Agreement does not provide the City of Roseville power or authority to act on behalf of City of Rocklin in any capacity whatsoever as an agent, or to bind the City of Rocklin in any respect or to any obligations.

Executed as of the first date above.

City of Roseville

City of Rocklin

By: _____
DOMINICK CASEY
Its: City Manager

By:  _____
City Manager

Approved as to Form:

Approved as to Form:

By: _____
ROBERT R. SCHMITT
City Attorney

By:  _____
City Attorney

Attested:

Attested:

By: _____
SONIA OROZCO
City Clerk

By:  _____
City Clerk

Exhibit "A"
Description of Work

Description of Work

Rehabilitate Five Star Blvd from Stanford Ranch to approximately 300 feet SE of the intersection. This work includes milling the existing pavement 4 inches and placing back 4 inches of ½ inch, Type A, Hot Mix Asphalt. In addition it includes incidental items of work including the installation/replacement/construction of traffic signal detector loops, temporary striping, permeant striping, raising and lower utility covers, traffic control, and BMPs.

Exhibit "B"
Aerial Image of Project Area

Stanford Ranch Road - Five Star Blvd Digouts



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**Exhibit “C”
Cost Estimate**

Cost Estimate

2	Traffic Control and Maintenance	LS		0.05	\$	75,000.00	\$	3,750.00
5	Cold Plane Asphalt Concrete (Digouts) 4-inches	SY		2425	\$	8.00	\$	19,400.00
11	Hot Mix Asphalt (1/2", Type A)	TN		550	\$	99.00	\$	54,450.00
13	Adjust Utilities to Grade	EA		10	\$	1,050.00	\$	10,500.00
16	Thermoplastic Pavement Striping, Markings, and Markers	LS		0.02	\$	371,900.00	\$	7,438.00
17	Removed Pavement Markings Striping, and Markers	LS		0.02	\$	195,000.00	\$	3,900.00
18	Temporary Pavement Delineation	LS		0.02	\$	98,000.00	\$	1,960.00
						Subtotal		\$ 101,398.00
						Contingency		\$ 10,139.80
						Construction Management		\$ 3,041.94
						Total		\$ 114,579.74
						Not to Exceed Amount		\$ 150,000.00

Exhibit “D”
General Conditions of Encroachment Permit

GENERAL CONDITIONS

1. **PERMIT.** This permit is issued in accordance with the provisions of Chapter 12.04 ENCROACHMENTS of the Rocklin Municipal Code (the "Ordinance").
2. **ACCEPTANCE OF THE PROVISIONS.** It is understood and agreed by the Permittee that the doing of any work under this permit shall constitute an acceptance of all provisions stated on this permit and all provisions of the Ordinance.
3. **KEEP PERMIT AT THE WORK SITE.** This permit shall be kept at the site of the work and must be shown to any representative of the Department of Public Services or any law enforcement officer on demand.
4. **PROSECUTION OF WORK.** Any work authorized by this permit shall be performed in a diligent, expeditious, and professional manner to be completed within the specific time specified in the permit and to the satisfaction of the Director.
5. **MINIMUM INTERFERENCE WITH TRAFFIC.** All work shall be planned and carried out to minimize inconvenience to the traveling public.
6. **TRAFFIC CONTROL.** Permittee shall take adequate precautions for the protection of the public. Where necessary, barricades, warning signs, and flaggers shall be maintained until the excavation is backfilled, the obstruction removed, and the roadway is safe for the use of the public. The Director may specify, as a condition of the issuance of the permit, the devices or measures to be used by the permittee. However, failure of the Director so to specify devices or measures to be used shall not relieve the Permittee of this obligation. Traffic lanes may not be blocked unless specifically stated on this permit, or without first obtaining permission from the Director. *When permission is obtained, the Permittee shall notify the City Police and Fire Department prior to closing the road.* Traffic control signs and devices, street name signs, and mail boxes must be kept upright at all times. Any damaged or destroyed devices, signs, markings, or mail boxes will be replaced at the Permittee's expense.
7. **STORAGE OF MATERIAL.** Construction material shall not be stored within eight (8) feet from the edge of the pavement or traveled way or within the shoulder line or sidewalk where the shoulders or sidewalks are wider than eight feet.
8. **TUNNELING.** No tunneling will be permitted except as may be specifically stated on this permit.
9. **TRENCHING.** Trenching for installation across any intersection open to traffic shall be progressive. Not more than one-half of the width of a traveled way shall be disturbed at one time and the remaining width shall be kept open to traffic by bridging or backfilling.
10. **BONDING AND INSURANCE.** Permittee shall post a bond or other security, and provide insurance, as required by Sections 12.04.060 and 12.04.070 of the Rocklin Municipal Code.
11. **BORING.** Service and other small diameter pipes shall be jacked or otherwise forced underneath pavement without disturbing same. Pavement or roadway shall not be cut unless specifically stated on this permit. Service pipes will not be permitted inside of culvert pipes used as drainage structures.
12. **BACKFILL.** In backfilling there shall be no flooding of the trench within the upper twenty-four (24) inches. All loose backfill shall be dampened and well tamped with a pneumatic tamper or in any other workmanlike manner satisfactory to the Director and consistent with all the provisions of this permit.
13. **EXCAVATION.** All pavement shall be saw-cut. All extracted material shall be stockpiled away from the improved portion of the roadway. After the work has been completed, all excess material including excess excavation, shall be removed from the construction site and the roadway shall be left in a neat and orderly condition.
14. **DRAINAGE.** If the work to be done under this permit interferes with established drainage, ample provision shall be made by the Permittee to provide an alternate drainage route, as directed by the Director.
15. **DRIVEWAYS.** All approaches to private driveways which are cut or trenched shall be replaced in kind upon completion of backfill.
16. **SERVICE CONNECTIONS.** These terms and conditions do not authorize installation of gas, sewer, or water service connections within city street right-of-way unless shown on accompanying drawings or sketches regardless of location of main. Permit is required from the agency having jurisdiction for such work.
17. **UNDERGROUND UTILITIES.** Disregard of or damage to underground utilities may be cause for revocation of this permit or denial of future permits at the discretion of the Director. Any utility so damaged shall be immediately reported to the Director. Permittee is responsible for the proper repair.
18. **MAINTENANCE.** The Permittee agrees to exercise reasonable care to properly maintain any installation placed in the right-of-way and to exercise reasonable care in inspecting and preventing injury to any portion of the street resulting from the work.
19. **TREES.** Trees located within the right-of-way shall not be removed, trimmed or roots disturbed unless specifically stated on this permit.
20. **AS-BUILT PLANS.** Upon completion of underground or surface work of consequence, the permittee shall furnish as built plans to the Engineering Division showing locations and details of work performed.
21. **CITY INSPECTION AND INSPECTION FEE.** An inspection fee is to be paid in accordance with the provisions of the Ordinance and the City's fee schedule. The City will inspect all work within right-of-ways under this permit. **Approval of the Director is required on completed work prior to placing of any concrete, asphaltic concrete, aggregate base or sub-base or backfilling trenches.** Such approval shall not relieve the contractor from the responsibility of performing the work in a professional manner and in compliance with all provisions of this permit. Materials and compaction testing shall be performed under the direction of a registered civil engineer or a registered soils engineer as required by the Director, and the cost thereof shall be borne by the Permittee. No approvals to proceed nor final approvals will be given prior to receipt of satisfactory test results by the Director.
22. **RELEASE AND INDEMNITY.** Permittee understands the nature of the work to be performed under this permit, has inspected the site where the work is to be performed, and understands any potential dangers incidental to performing the work at the site. Permittee hereby voluntarily releases, discharges, waives, and relinquishes any and all actions and causes of action for personal injury (including death) or property damage occurring to himself/herself arising out of or as a result of performing the work under this permit. Permittee agrees that under no circumstances will he/she, or his/her heirs, executors, administrators and assigns prosecute or present any claim against the City of Rocklin or any of its officers, employees or volunteers for personal injury (including death) or property damage, including those which arise by the negligence of the City of Rocklin or any of said persons, whether passive or active. Permittee further agrees to defend, indemnify and hold harmless the City of Rocklin, its officers, employees and volunteers, from any claims, demands, damages, costs, expenses or liability for personal injury (including death) or property damage, arising out of or connected with his/her work under this permit or issuance of this permit.
23. **FUTURE RELOCATION.** If the work performed under this permit interferes at any time with the use of the right-of-way in which the work was performed and/or is located, as determined by the Director, the work shall be removed or relocated, as directed by the Director, at the Permittee's expense.
24. **STANDARDS.** All work and materials shall conform to the City of Rocklin Improvement Standards, State of California Standard Specifications, all provisions of this permit, and the attached plans.
25. **NON TRANSFERRABLE, REVOCABLE.** This permit is non-transferable and is revocable at any time as provided in the Ordinance.
26. **DEFINITIONS.** All references herein to the "Director" shall mean the Rocklin Director of Public Services or his/her designee. All references herein to the "Department" shall mean the Department of Public Services.

SPECIFIC CONDITIONS

Cuts in A.C. pavement shall have a minimum of 60 inches on each side of the trench and shall receive a "fine seal" in accordance with Section 37 of the State Specifications.

All A.C. shall conform to Section 39 of the state specifications, be compacted in 2 layers, and have a minimum compacted density to 143 lb./cu. ft. Type of Liquid Asphalt shall be as specified by the Public Services Inspector.

TRENCH WIDTH: All trenches shall be wide enough so that there is a minimum of 8 inches of clear space between the sides of the pipe and the trench walls. All A.C. cuts shall be saw cut and shall be 6 inches wider than the trench width on each side of the trench.

BACKFILL - LOCAL STREETS: Native material may be used for backfill providing it is suitable material and approved by the Public Services Inspector. Material used for backfill shall be finely divided so that no part shall exceed 2 inches in the greatest dimension. The top 12 inches shall consist of 8 inches of A.B. and 4 inches of A.C.

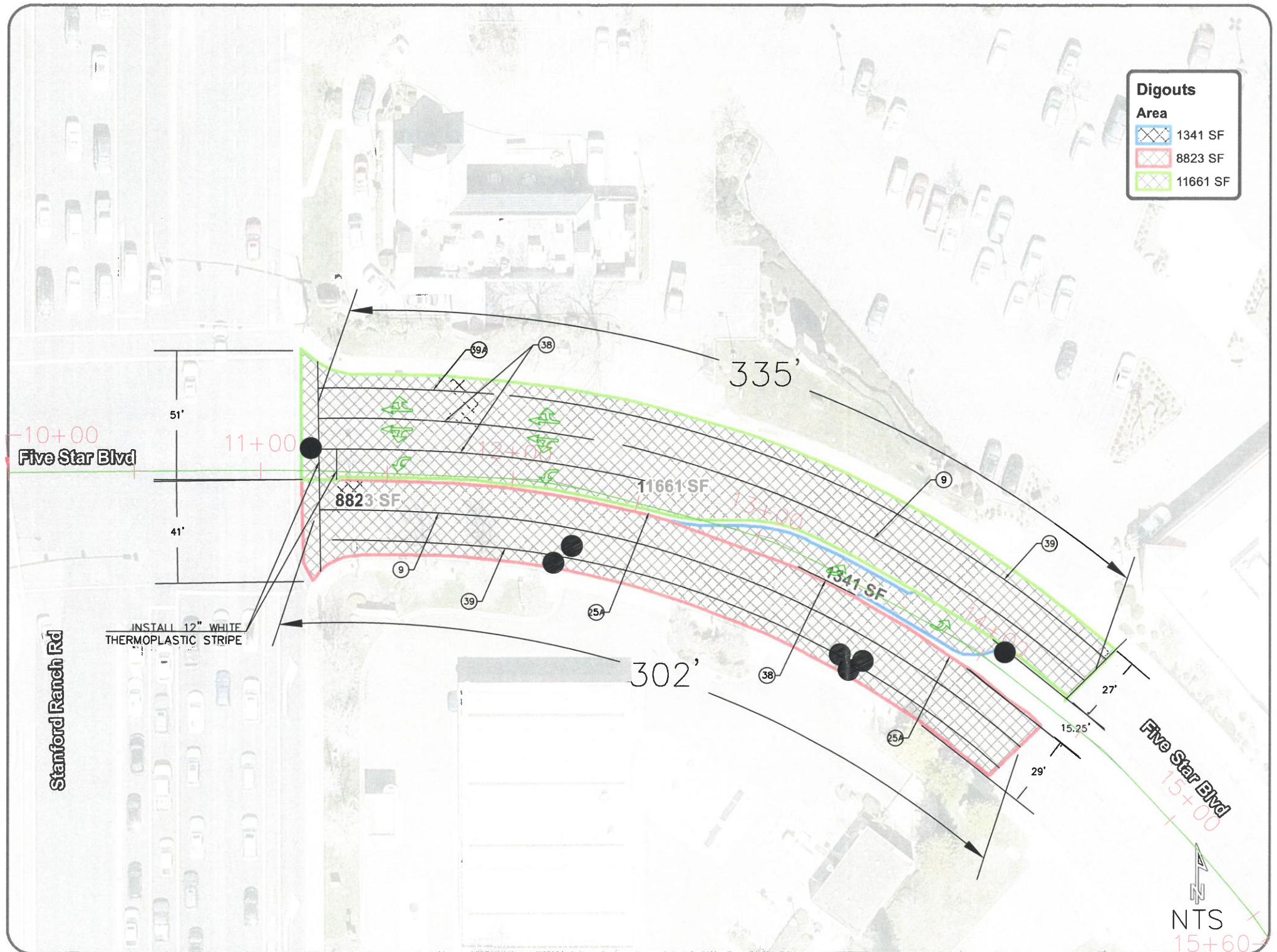
BACKFILL - MAJOR ARTERIAL STREETS: Native material may be used for backfill providing it is suitable material and approved by the Public Services Inspector. Material used for backfill shall be finely divided so that no part shall exceed 2 inches in the greatest dimension. The top 16 inches shall consist of 12 inches of A.B. and 4 inches of A.C.

COMPACTION: Each 8 inch layer shall be compacted to 90% relative compaction with the top 6 inches being compacted to a 95% relative compaction. The costs of the test shall be bore by the Permittee.

A temporary patch shall be installed at the completion of each days work until such time as the permanent patch is installed.

NOTE: Between November 1 and May 1, applying oil shall be postponed unless permission of the Director is first obtained. All such postponed oiling shall be applied only when the surface to be treated has been reworked to a condition suitable to be oiled. Cutback asphalt may be used in place of A.C. Type B, as a temporary pavement replacement.

Stanford Ranch Road - Five Star Blvd Digouts





COUNCIL COMMUNICATION

CC #: 1671

File #: 0400-04-12-01 & 0400-07

Title: Sierra Vista Village KT-4 - Final Map and Subdivision Agreement

Contact: Kerry Andrews 916-774-5346 kandrews@roseville.ca.us

Meeting Date: 8/18/2021

Item #: 6.13.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council take the following actions:

1. Approve the final map on file with the City Clerk and accept on behalf of the public the public utility easements offered thereon, and accept subject to improvement, Lots A, B, C, D and E and the rights of way and drainage easements offered thereon.
2. Adopt the attached resolution approving the Subdivision Agreement and authorize the City Manager to execute the agreement on behalf of the City.

BACKGROUND

The Development Services, Engineering section, has reviewed the subject final map and found that it is in compliance with the Subdivision Map Act and the City's Subdivision Ordinance and all conditions of the tentative map have been met. This map will create 82 residential lots and 5 public landscape lots.

FISCAL IMPACT

There is no fiscal impact to the City's General Fund associated with this approval.

ENVIRONMENTAL REVIEW

Approval of the Sierra Vista Village KT-4 final map is an action that is subject to California Environmental Quality Act (CEQA). Project level CEQA compliance for the Sierra Vista Village KT-4 final map was accomplished with preparation of the Sierra Vista Specific Plan EIR (Adopted: May 5, 2010) (SCH#2008032017) and the Mitigated Negative Declaration (MND) and associated Mitigation Monitoring Program approved by the City of Roseville on June 6, 2012. Because the Sierra Vista Village KT-4 final map is consistent with the project evaluated in the Sierra Vista Specific Plan Environmental Impact Report (EIR), no new effects would be expected to occur and all applicable mitigation measures from the Sierra Vista Specific Plan EIR will be implemented. As such, no additional CEQA action is required at this time.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Kerry Andrews, Assistant Engineer

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 21-376

Final Map

Subdivision Agreement

RESOLUTION NO. 21-376

APPROVING A SUBDIVISION AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND SIERRA VISTA COMMUNITIES, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a subdivision agreement, by and between the City of Roseville and Sierra Vista Communities, LLC, for the Sierra Vista Village KT-4 subdivision, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said agreement is approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20_, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS FINAL MAP OF "SIERRA VISTA - VILLAGE KT-4" AND THEY HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP AND HEREBY OFFER FOR DEDICATION AND DO HEREBY DEDICATE FOR PARTICULAR PURPOSES THE FOLLOWING:

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

- (A) PUBLIC EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF, BUT NOT LIMITED TO ELECTROLIERS, WATER AND GAS PIPES, SEWER AND DRAINAGE PIPES, AND FOR UNDERGROUND WIRE AND CONDUITS, ABOVE GROUND APPURTENANCES FOR ELECTRIC, TELEPHONE AND TELEVISION SERVICES AND TRAFFIC CONTROL APPURTENANCES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS FRIESIAN COURT, NEWFOUNDLAND DRIVE, VISTA PARK DRIVE, BENTON WAY, HAFLINGER WAY, HOLSTEINER WAY AND NOKOTA WAY, LOTS A, B, C, D, AND E AND THOSE STRIPS OF LAND LYING AS SHOWN HEREON AND DESIGNATED "P.U.E." (PUBLIC UTILITY EASEMENT).
- (B) PUBLIC DRAINAGE EASEMENT FOR THE INSTALLATION, MAINTENANCE AND REPAIR OF DRAINAGE FACILITIES AND FOR THE OVERLAND RELEASE OF STORM WATER ON, OVER, UNDER AND ACROSS THE AREA SHOWN HEREON AND DESIGNATED "D.E." (DRAINAGE EASEMENT).

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES:

- (A) AS PUBLIC RIGHT OF WAY (INCLUDING IMPROVEMENTS THEREON) THE STREETS SHOWN HEREON AS FRIESIAN COURT, NEWFOUNDLAND DRIVE, VISTA PARK DRIVE, BENTON WAY, HAFLINGER WAY, HOLSTEINER WAY AND NOKOTA WAY AND LOTS A, B, C, D, & E.

SIERRA VISTA COMMUNITIES, LLC
A CALIFORNIA LIMITED LIABILITY COMPANY

BY: AKT INVESTMENTS, INC., A CALIFORNIA CORPORATION

BY: _____

NAME: CHRYSANTHY DEMOS

TITLE: PRESIDENT & CEO

BY: _____

NAME:

TITLE:

BY: LENNAR HOMES CALIFORNIA INC., A CALIFORNIA CORPORATION

BY: _____

NAME: LARRY GUALCO

TITLE: VICE PRESIDENT

BY: _____

NAME:

TITLE:

NOTARY'S ACKNOWLEDGMENT

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

STATE OF _____ }
COUNTY OF _____ } SS

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

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

WITNESS MY HAND AND OFFICIAL SEAL: _____

PRINTED NAME: _____

MY PRINCIPAL PLACE OF BUSINESS IS THE
COUNTY OF: _____

MY COMMISSION EXPIRES: _____

MY COMMISSION NO.: _____

NOTARY'S ACKNOWLEDGMENT

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

STATE OF _____ }
COUNTY OF _____ } SS

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

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

WITNESS MY HAND AND OFFICIAL SEAL: _____

PRINTED NAME: _____

MY PRINCIPAL PLACE OF BUSINESS IS THE
COUNTY OF: _____

MY COMMISSION EXPIRES: _____

MY COMMISSION NO.: _____

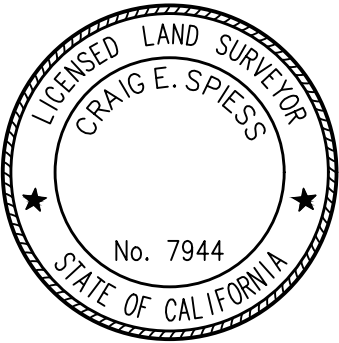
SURVEYOR'S STATEMENT

THIS FINAL MAP OF "SIERRA VISTA - VILLAGE KT-4" WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF SIERRA VISTA COMMUNITIES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, IN DECEMBER 2018. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP. ALL MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND WILL OCCUPY THE POSITIONS INDICATED, AND WILL BE SET BY DECEMBER 31, 2022 AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

R.E.Y. ENGINEERS, INC.

CRAIG E. SPIESS, PLS 7944
EXPIRATION DATE: DECEMBER 31, 2021

DATE: _____



CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "SIERRA VISTA - VILLAGE KT-4" AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

DATE: _____

MARC STOUT, R.C.E. 69879
CITY ENGINEER, CITY OF ROSEVILLE
LICENSE EXPIRES: SEPTEMBER 30, 2022

I HEREBY STATE THAT I AM SATISFIED WITH THIS FINAL MAP OF "SIERRA VISTA - VILLAGE KT-4" IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

DATE: _____

TIMOTHY G. BLAIR, PLS 8278
EXPIRES DECEMBER 31, 2021



CITY CLERK'S STATEMENT

I HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF ROSEVILLE, HAS APPROVED THIS FINAL MAP OF "SIERRA VISTA - VILLAGE KT-4", AND HAS ACCEPTED ON BEHALF OF THE PUBLIC THE PUBLIC UTILITY EASEMENTS OFFERED HEREON FOR DEDICATIONS AND HAS ACCEPTED, SUBJECT TO IMPROVEMENT, LOTS A, B, C, D, AND E AND THE RIGHTS-OF-WAY AND DRAINAGE EASEMENTS OFFERED HEREON FOR DEDICATION.

CITY CLERK, CITY OF ROSEVILLE

DATE: _____ BY: _____
ASSISTANT CITY CLERK

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2021, AT _____ M. IN BOOK _____ OF MAPS, AT PAGE _____, IN THE OFFICE OF THE PLACER COUNTY RECORDER, AT THE REQUEST OF R.E.Y. ENGINEERS, INC.

RECORDED OF PLACER COUNTY
STATE OF CALIFORNIA

BY: _____ FEE: \$ _____
DEPUTY

FINAL MAP OF
SIERRA VISTA
VILLAGE KT-4
SUBDIVISION No. PL17-0305

BEING A SUBDIVISION OF LOT 3 AS SHOWN AND SO DESIGNATED ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA - KT PROPERTIES LARGE LOT SUBDIVISION SUBDIVISION NUMBER PL 15-0192", FILED FOR RECORD ON NOVEMBER 20, 2018 IN BOOK EE OF MAPS, AT PAGE 33, PLACER COUNTY RECORDS AND THAT CERTAIN "CERTIFICATE OF CORRECTION" RECORDED ON FEBRUARY 20, 2019 IN DOCUMENT NUMBER 2019-0009929, OFFICIAL RECORDS OF PLACER COUNTY, SECTION 35, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

R. E. Y. ENGINEERS, Inc.
Civil Engineers / Land Surveyors
905 Sutter St. Ste 200 Folsom CA, 95630
(916) 366-3040 Fax (916) 366-3303

JULY 2021

REFERENCES:

- (1) EE MAPS 6
- (2) EE MAPS 33
- (3) DN 2019-0009929
- (4) FF MAPS 3
- (5) FF MAPS 52

BASIS OF BEARINGS:

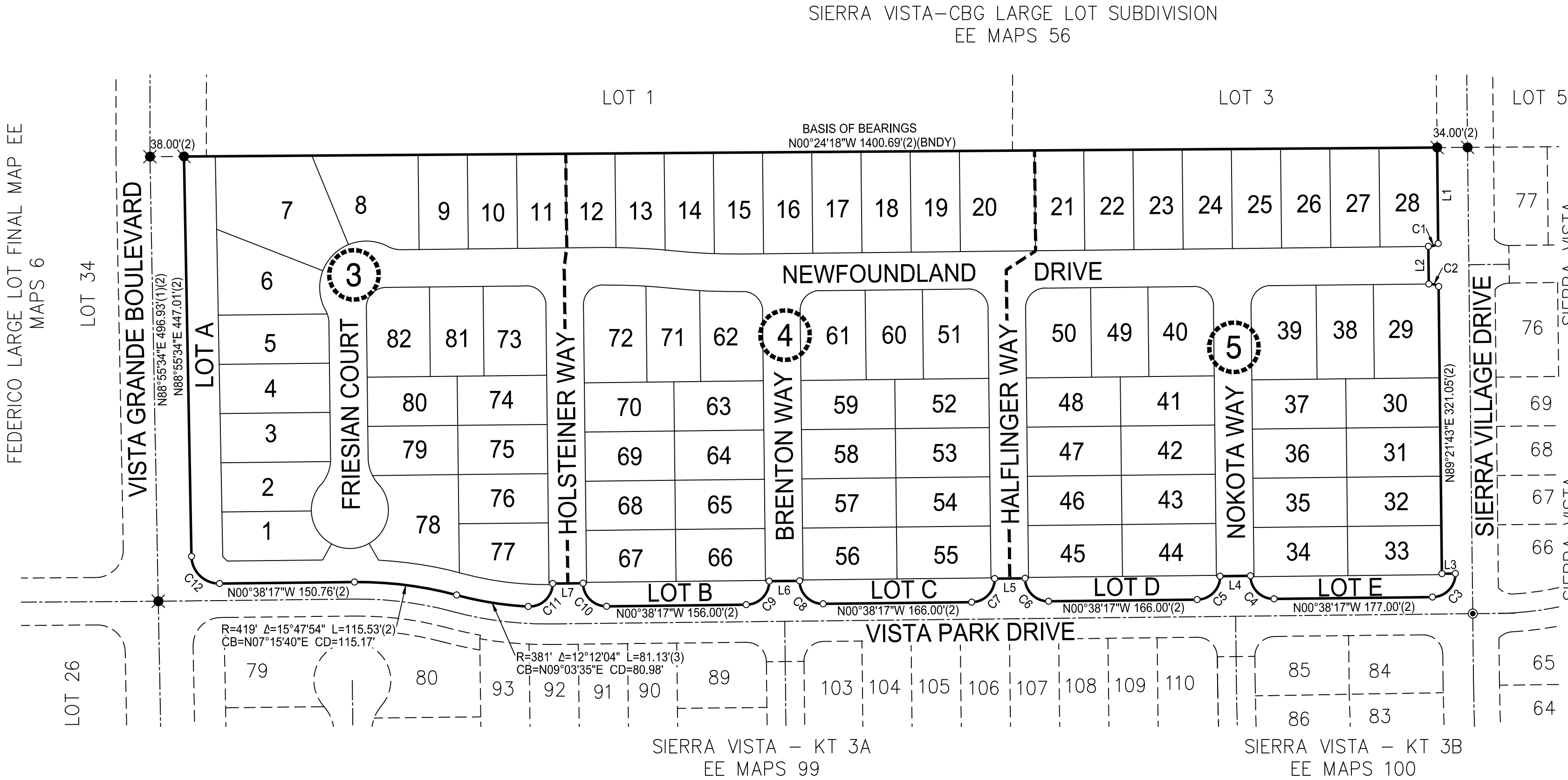
THE BEARING N 00°24'18" W , AS SHOWN BETWEEN FOUND MONUMENTS ALONG THE EAST BOUNDARY AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA - KT PROPERTIES LARGE LOT SUBDIVISION SUBDIVISION NUMBER PL 15-0192" FILED FOR RECORD ON NOVEMBER, 2018 IN BOOK EE OF MAPS, AT PAGE 33, PLACER COUNTY RECORDS. DISTANCES SHOWN HEREON ARE GROUND DISTANCES.

LEGEND

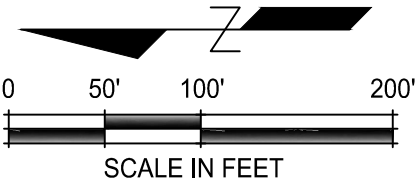
- FOUND COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 7944"(6)
- FOUND 5/8" REBAR WITH PLASTIC PLUG STAMPED "LS 6600"(2)
- FOUND COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 7944"
- SET COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 7944"
- DIMENSION POINT NOTHING FOUND OR SET
- BOUNDARY
- CHORD BEARING
- CHORD DISTANCE
- DOCUMENT NUMBER
- OVERALL
- PUBLIC UTILITY EASEMENT
- RADIAL
- RIGHT-OF-WAY
- SQUARE FEET
- DENOTES RECORD INFORMATION
- SHEET NUMBER

NOTES:

- THE TOTAL AREA OF THIS SUBDIVISION IS 15.899 ACRES +/-, GROSS, CONSISTING OF 82 RESIDENTIAL LOTS AND 5 LANDSCAPE LOTS.
- ALL CURVES ARE DIMENSIONED WITH RADIUS, DELTA, ARC LENGTH, CHORD BEARING AND CHORD LENGTH. CHORD LENGTHS MAY CONTAIN SOME ROUNDING ERROR. DISTANCES SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF AND ARE "GROUND" DISTANCES.
- A PRELIMINARY SOILS REPORT WAS PREPARED BY WALLACE KUHLM & ASSOCIATES DATED FEBRUARY 12, 2018; PROJECT NUMBER WKA NO. 11712.02P AND ON FILE WITH THE CITY OF ROSEVILLE DEVELOPMENT - ENGINEERING DEPARTMENT FILE #308-876.
- ALL FRONT CORNERS ARE MARKED BY A 1" BRASS MARKER STAMPED "LS 7944" IN THE SIDEWALK ON THE EXTENSION OF SIDE LOT LINES 1.00' FROM THE PROPERTY LINE UNLESS OTHERWISE NOTED.
- ALL REAR CORNERS AND ANGLE POINTS WILL BE SET WITH A 5/8" REBAR AND PLASTIC CAP STAMPED "LS 7944", WHERE REAR CORNER FALLS WITHIN A MASONRY RETAINING WALL, MASONRY SOUND WALL OR CONCRETE FOOTING, A 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 7944" WILL BE SET ON THE SIDE LOT LINE 4.00 FOOT OFFSET TO THE REAR CORNER OR A BRASS TAG STAMPED "LS 7944" WILL BE SET WITH EPOXY TO THE FACE WALL 2.00 FOOT ABOVE GROUND OR ON TOP OF WALL WHERE AS OFFSET MONUMENT CANNOT BE SET.
- COVENANTS, CONDITIONS AND RESTRICTIONS AFFECTING THE LOTS SHOWN HEREON ARE RECORDED AS DOCUMENT NO. 2020-0042952 OFFICIAL RECORDS OF PLACER COUNTY.



LINE TABLE			CURVE TABLE					
#	BEARING	LENGTH	#	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
L1(2)	N89°21'43"E	107.33'	C1(2)	22'	30°00'00"	11.52'	N15°38'17"W	11.39'
L2(2)	N89°21'43"E	42.00'	C2(2)	22'	30°00'00"	11.52'	N14°21'43"E	11.39'
L3(2)	N00°38'17"W	15.00'	C3(2)	26'	90°00'00"	40.84'	N45°38'17"W	36.77'
L4	N00°38'17"W(3)	34.00'	C4(2)	26'	90°00'00"	40.84'	N44°21'43"E	36.77'
L5	N00°38'17"W(3)	34.00'	C5(2)	26'	90°00'00"	40.84'	N45°38'17"W	36.77'
L6	N00°38'17"W(3)	34.00'	C6(2)	26'	90°00'00"	40.84'	N44°21'43"E	36.77'
L7	N00°38'17"W(3)	34.00'	C7(2)	26'	90°00'00"	40.84'	N45°38'17"W	36.77'
			C8(2)	26'	90°00'00"	40.84'	N44°21'43"E	36.77'
			C9(2)	26'	90°00'00"	40.84'	N45°38'17"W	36.77'
			C10(2)	26'	90°00'00"	40.84'	N44°21'43"E	36.77'
			C11(3)	26'	92°03'21"	41.77'	N43°04'07"W	37.42'
			C12(2)	31'	89°33'51"	48.46'	N44°08'38"E	43.67'



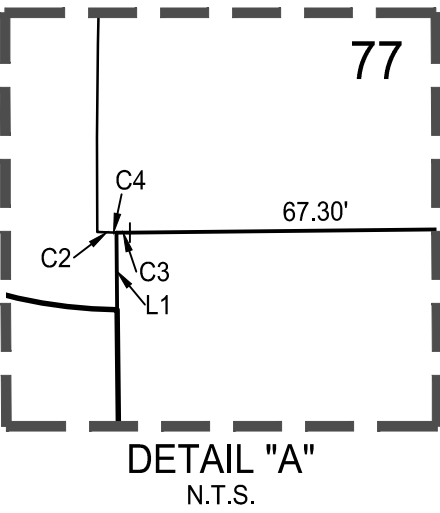
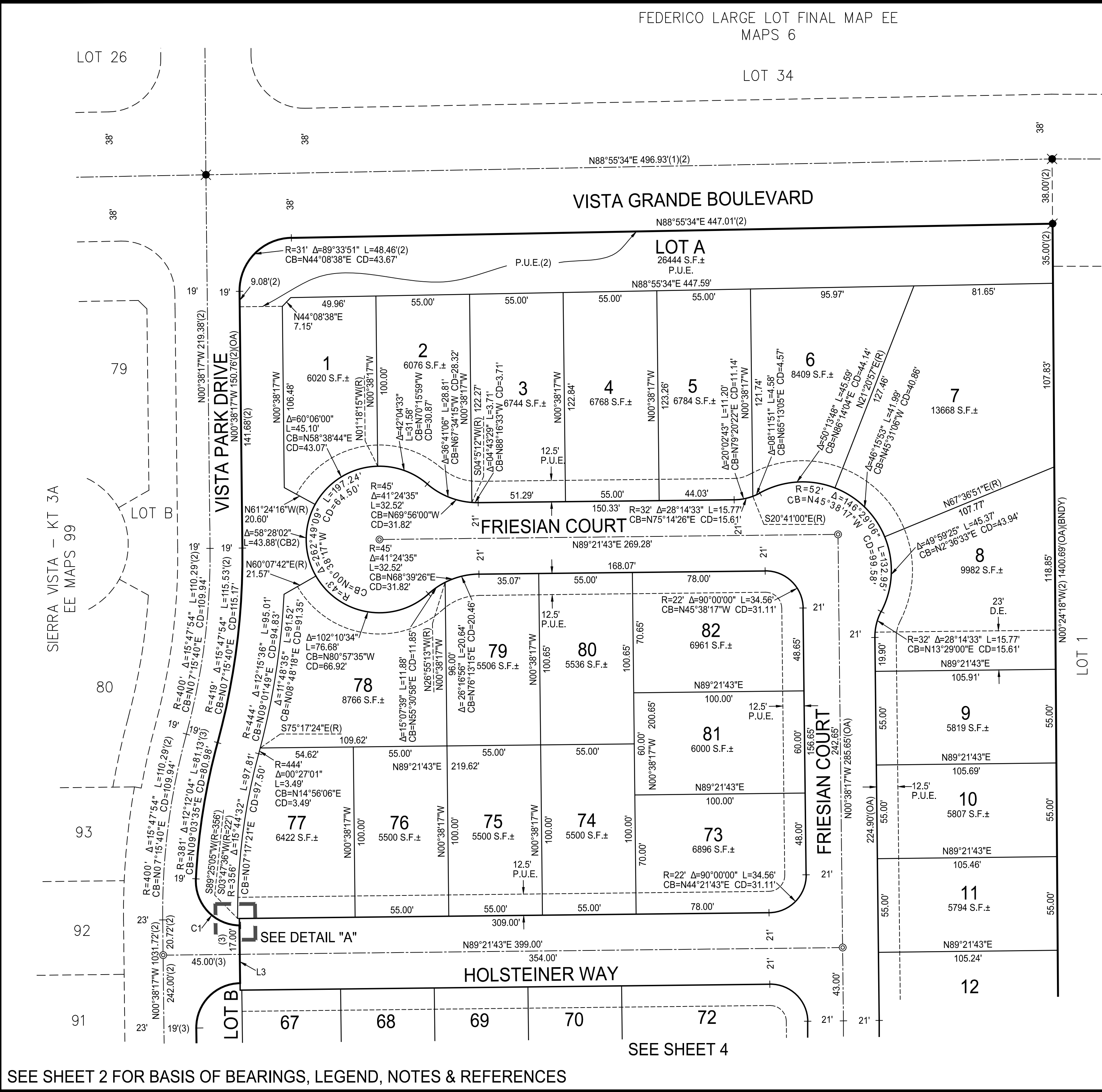
FINAL MAP OF
SIERRA VISTA
VILLAGE KT-4
SUBDIVISION No. PL17-0305

BEING A SUBDIVISION OF LOT 3 AS SHOWN AND SO DESIGNATED ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA - KT PROPERTIES LARGE LOT SUBDIVISION SUBDIVISION NUMBER PL 15-0192", FILED FOR RECORD ON NOVEMBER 20, 2018 IN BOOK EE OF MAPS, AT PAGE 33, PLACER COUNTY RECORDS AND THAT CERTAIN "CERTIFICATE OF CORRECTION" RECORDED ON FEBRUARY 20, 2019 IN DOCUMENT NUMBER 2019-0009929, OFFICIAL RECORDS OF PLACER COUNTY, SECTION 35, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

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R. E. Y. ENGINEERS, Inc.
Civil Engineers / Land Surveyors
905 Sutter St. Ste 200 Folsom CA, 95630
(916) 366-3040 Fax (916) 366-3303

JULY 2021



CHORD TABLE

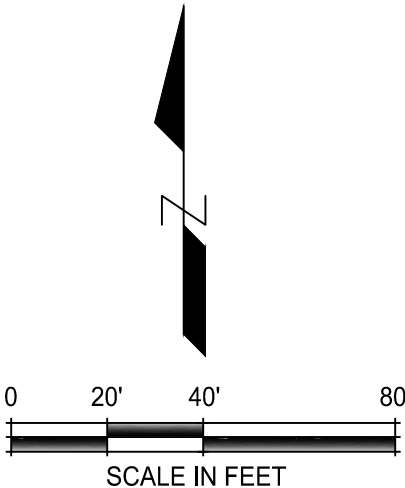
#	BEARING	CHORD LENGTH
CB1	N43°50'19"W	37.91'
CB2	N00°38'17"W	42.00'

LINE TABLE

#	BEARING	LENGTH'
L1	N89°21'43"E	1.30'
L2	N00°38'17"W(R)	4.01'
L3	N00°38'17"W(3)	34.00'

CURVE TABLE

#	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C1(3)	26'	92°03'21"	41.77'	N43°04'07"W	37.42'
C2	22'	02°36'29"	1.00'	N87°30'38"W	1.00'
C3	22'	01°49'25"	0.70'	N89°43'35"W	0.70'
C4	22'	04°25'53"	1.70'	N88°25'20"W	1.70'



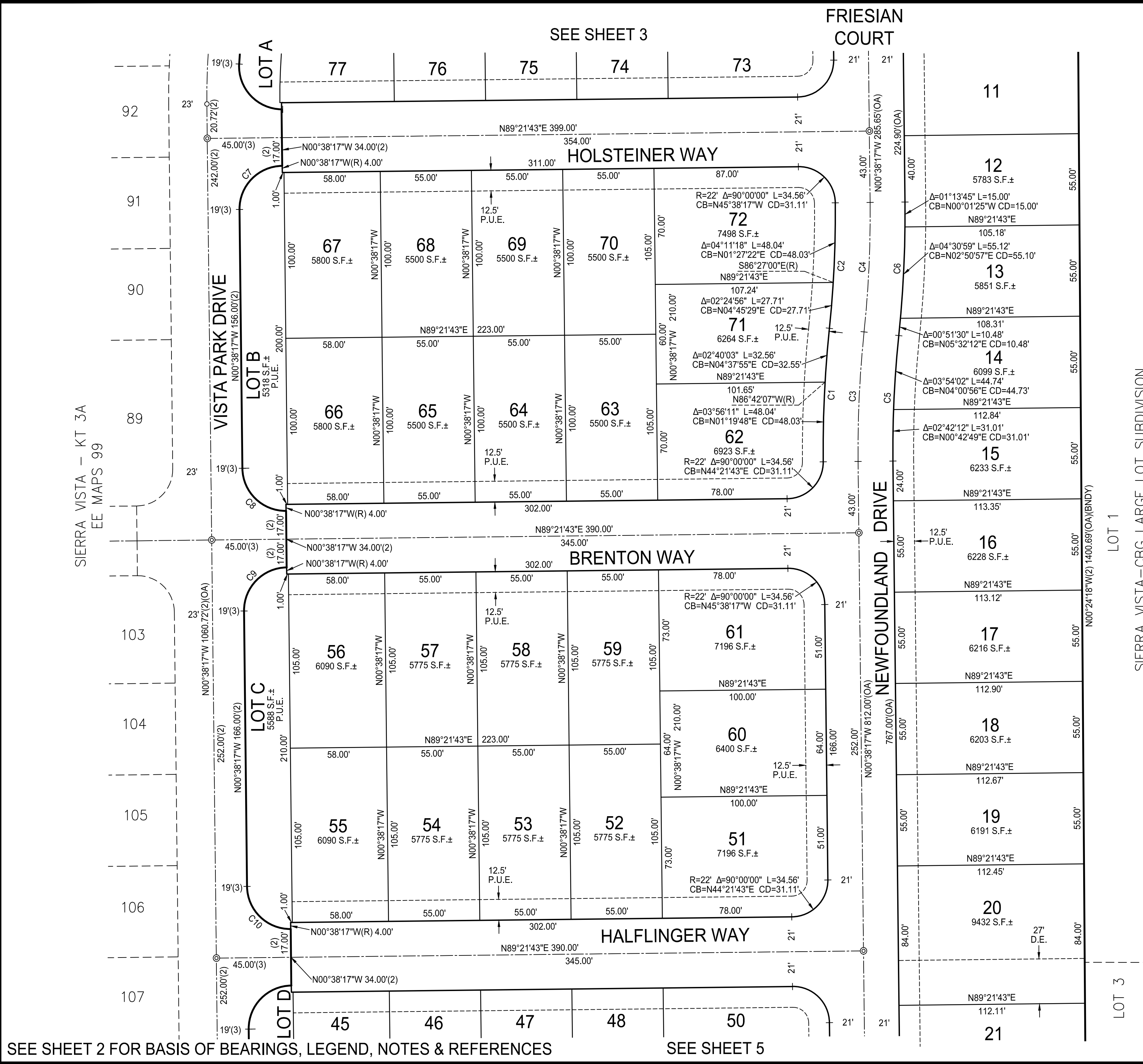
FINAL MAP OF
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VILLAGE KT-4
SUBDIVISION No. PL17-0305

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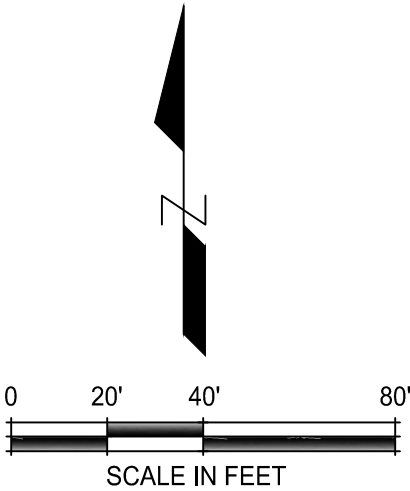
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JULY 2021



CURVE TABLE					
#	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C1	699.23'	06°36'14"	80.59'	N02°39'50"E	80.55'
C2	657.23'	06°36'14"	75.75'	N02°39'50"E	75.71'
C3	678.23'	06°36'14"	78.17'	N02°39'50"E	78.13'
C4	678.23'	06°36'14"	78.17'	N02°39'50"E	78.13'
C5	657.23'	06°36'14"	75.75'	N02°39'50"E	75.71'
C6	699.23'	06°36'14"	80.59'	N02°39'50"E	80.55'
C7(2)	26'	90°00'00"	40.84'	N44°21'43"E	36.77'
C8(2)	26'	90°00'00"	40.84'	N45°38'17"W	36.77'
C9(2)	26'	90°00'00"	40.84'	N44°21'43"E	36.77'
C10(2)	26'	90°00'00"	40.84'	N45°38'17"W	36.77'



FINAL MAP OF
SIERRA VISTA
VILLAGE KT-4
SUBDIVISION No. PL17-0305

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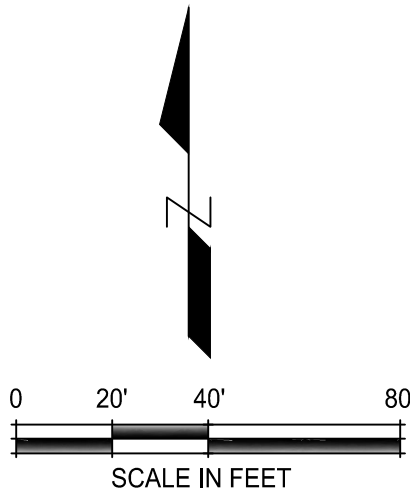
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JULY 2021



CURVE TABLE

#	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DISTANCE
C1(2)	26'	90°00'00"	40.84'	N45°38'17"W	36.77'
C2(2)	26'	90°00'00"	40.84'	N44°21'43"E	36.77'



FINAL MAP OF
SIERRA VISTA
VILLAGE KT-4
SUBDIVISION No. PL17-0305

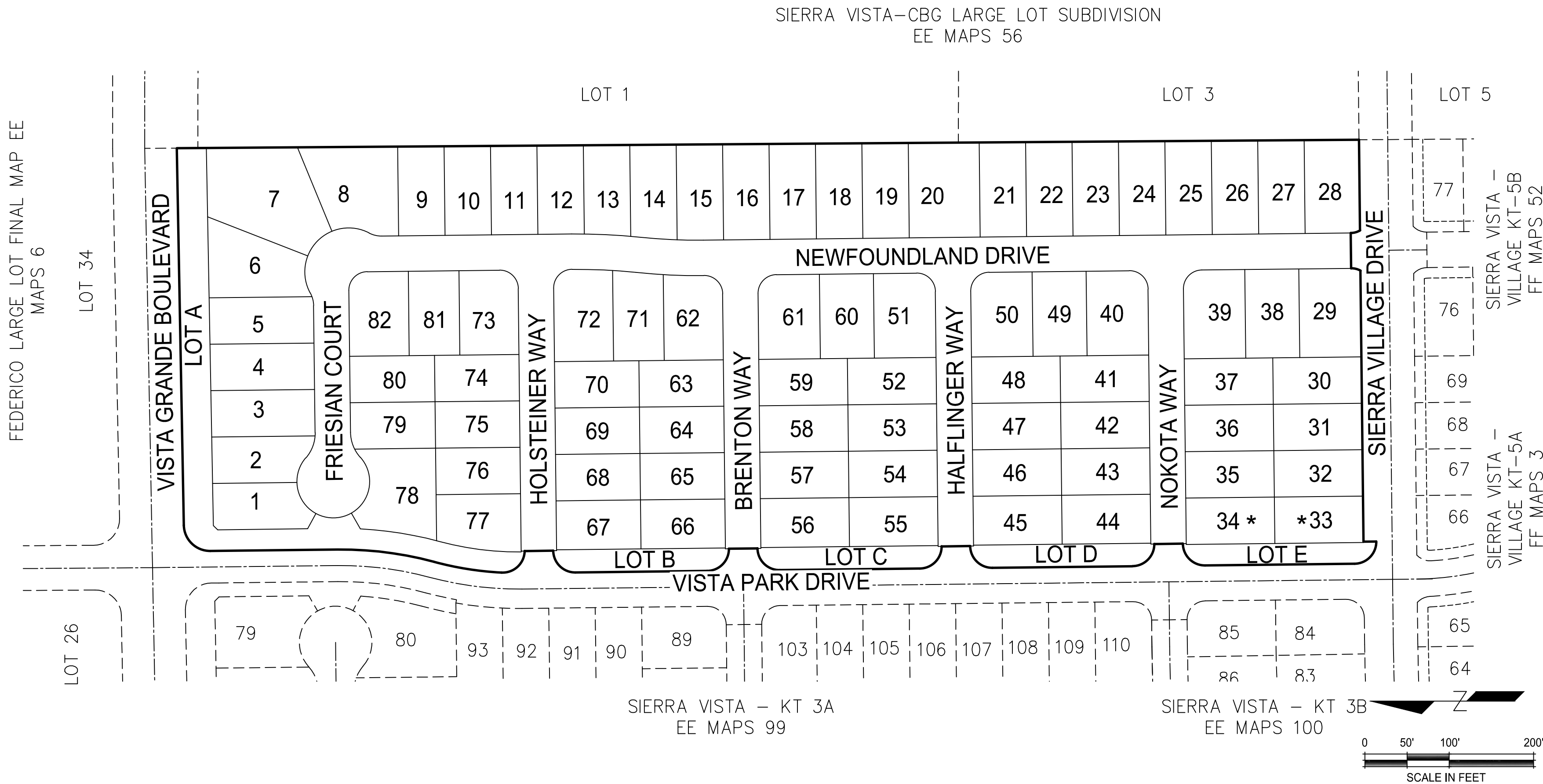
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(916) 366-3040 Fax (916) 366-3303

JULY 2021

SHEET 5 OF 6 7310.020



ADDITIONAL INFORMATION FOR INFORMATIONAL
PURPOSE ONLY PURSUANT TO SECTION 66434.2
OF THE GOVERNMENT CODE

EACH RESIDENTIAL DWELLING CONSTRUCTED ON ANY OF THE LOTS INDICATED SHALL BE FITTED WITH A SEWER BACKFLOW PREVENTER VALVE AS APPROVED BY THE CITY OF ROSEVILLE. IT SHALL BE THE RESPONSIBILITY OF THE OWNER OF SAID DWELLING TO MAINTAIN THE VALVE AND PREVENT DAMAGE FROM OCCURRING THERETO. THE CITY OF ROSEVILLE SHALL NOT BE RESPONSIBLE FOR THE MAINTENANCE OR PERFORMANCE OF THE VALVE, AND THE CITY OF ROSEVILLE SHALL NOT BE LIABLE FOR ANY DAMAGE OCCURRING TO ANY SUCH DWELLING OR ITS CONTENTS DUE TO FAILURE OF THE VALVE FOR ANY REASON WHATSOEVER.

LEGEND

* DENOTES SEWER BACKFLOW PREVENTER VALVE REQUIRED ON SANITARY SEWER CONNECTION BY THE CITY OF ROSEVILLE WITH THE BUILDING PERMIT AND MAINTAINED THEREAFTER BY THE OWNER.

FINAL MAP OF
SIERRA VISTA
VILLAGE KT-4

SUBDIVISION No. PL17-0305

BEING A SUBDIVISION OF LOT 3 AS SHOWN AND SO DESIGNATED ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA - KT PROPERTIES LARGE LOT SUBDIVISION SUBDIVISION NUMBER PL 15-0192", FILED FOR RECORD ON NOVEMBER 20, 2018 IN BOOK EE OF MAPS, AT PAGE 33, PLACER COUNTY RECORDS AND THAT CERTAIN "CERTIFICATE OF CORRECTION" RECORDED ON FEBRUARY 20, 2019 IN DOCUMENT NUMBER 2019-0009929, OFFICIAL RECORDS OF PLACER COUNTY, SECTION 35, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

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(916) 366-3040 Fax (916) 366-3303

JULY 2021

**RECORDING REQUESTED BY AND WHEN
RECORDED, PLEASE RETURN TO:**

**City Clerk
CITY OF ROSEVILLE
311 Vernon Street
Roseville, CA 95678**

Exempt from recording fees
Pursuant to Govt. Code §27383

**SUBDIVISION AGREEMENT
Sierra Vista Village KT-4
SUBDIVISION**

THIS AGREEMENT, made and entered into this ____ day of _____,
20__, by and between the CITY OF ROSEVILLE, a municipal corporation ("CITY"), and
Sierra Vista Communities, LLC
a **California Limited Liability Company**, ("SUBDIVIDER"),

W I T N E S S E T H:

WHEREAS, SUBDIVIDER is possessed of a tract of land lying in the City of Roseville,
County of Placer, known as "**Sierra Vista Village KT-4** Subdivision" (Subdivision
no. **17-0305**; "the Subdivision"); and

WHEREAS, a tentative map of the Subdivision was approved by the City Planning
Commission on the **10** day of **December**, 20**15**, and the final map of the Subdivision
has been approved subject to the execution of this Agreement; and

WHEREAS, the final map has been filed on the ____ day of _____, 20__ in Book _____ of Parcel/Subdivision Maps at Page _____ in the Official Records, Placer County Recorder, file no. _____; and

WHEREAS, Section 18.20.110 of the Roseville Municipal Code, regulating the subdivision of land in the City, requires that SUBDIVIDER shall execute and file an agreement between itself and CITY relating to the improvements to be made in a subdivision, prior to the approval by the City Council of the final map.

NOW, THEREFORE, the parties agree as follows:

1. Rights-of-Way. Except as otherwise provided by this Agreement, CITY rejects all lands, right-of-ways, and easements offered for dedication on the final map of the Subdivision. All such offers shall, however, remain open, and shall constitute irrevocable offers of dedication in accordance with Government Code Section 66477.2. All such offers may be accepted by CITY in its sole discretion at any later date without further notice to SUBDIVIDER as provided by law.

By way of explanation only, it is the current intention of CITY to accept all or part of such irrevocable offers to dedicate upon acceptance of the improvements called for in this Agreement.

2. Improvements - Time Limit. SUBDIVIDER agrees to cause all improvements to be made and constructed in the Subdivision to fully comply with the requirements of the Roseville Municipal Code and the Subdivision Map Act of the State of California according to the improvement plans for the Subdivision prepared by R.E.Y. Engineers Inc., dated May 29, 2019 and approved by the City Engineer and including any changes or

alterations to such improvements required by the City Engineer, and to install, on or before December 31, 2022, such survey monuments as may be required by the City Engineer ("the Work"). SUBDIVIDER agrees to pay for any materials, provisions or other supplies used in, upon, for or about the performance of the Work, or for any work or labor of any kind done in connection with the Work, or for any amounts due under the Unemployment Insurance Act with respect to such work or labor.

SUBDIVIDER agrees to complete all of the Work on or before twenty-four (24) months from the date of this Agreement. If in the opinion of the City Engineer of CITY, an extension of this Agreement is not detrimental to the public welfare, he or she is, in his or her sole discretion, hereby authorized to extend the time within which the Work shall be completed for a period not to exceed twelve (12) months. Upon a written application made by SUBDIVIDER, further extensions, not to exceed an additional six (6) months, shall be reviewed and approved at the discretion of the City Engineer of CITY. Any such application extension request by SUBDIVIDER shall fully state the grounds and facts relied upon for the granting of additional extensions.

In the event that SUBDIVIDER shall fail to complete the Work within the time provided by this Agreement, CITY may, in its sole discretion and in addition to any other remedy provided in this Agreement or by law, enter upon the Subdivision and complete the Work and recover the full cost and expense of such construction from SUBDIVIDER, SUBDIVIDER's successors and assigns, or from the then owner of the Subdivision, and/or place a lien upon the Subdivision for such cost and expense.

If at anytime prior to the expiration of the time provided by this Agreement the City Engineer of CITY determines that a safety hazard exists within an existing public right-of-

way, the City Engineer shall give written notice to SUBDIVIDER to eliminate the safety hazard. If SUBDIVIDER fails to eliminate the safety hazard within five (5) calendar days of the written notice, CITY may, in its sole discretion and in addition to any other remedy provided in this Agreement or by law, eliminate the safety hazard and recover the full cost and expense of such work from SUBDIVIDER, SUBDIVIDER's successors and assigns, or from the then owner of the Subdivision, and/or place a lien upon the Subdivision for such cost and expense.

3. Acquisition and Dedication of Easements or Rights-of-Ways. If any of the Work is to be constructed or installed on land not within the Subdivision or already existing public right-of-way, no construction or installation shall be commenced before:

a. The irrevocable offer of dedication or conveyance to CITY of appropriate right-of-ways, easements or other interest in real property, and appropriate authorization from the property owner to allow construction or installation of the improvements or work; or

b. The issuance of an order of possession by a court of competent jurisdiction pursuant to the State Eminent Domain Law. SUBDIVIDER shall comply in all respects with any such order of possession.

Nothing in this Section 3 shall be construed as authorizing or granting an extension of time to SUBDIVIDER for completion of the Work.

4. Inspection Fees and Costs. The City Engineer shall inspect all of the Work improvements made in the Subdivision to see that they comply with CITY's subdivision regulations and specifications. SUBDIVIDER shall deposit the estimated inspection fee and reimburse CITY for the cost of such inspections in accordance with Roseville Municipal Code section 18.20.070.

5. Securities.

a. SUBDIVIDER shall file with this Agreement two (2) improvement securities as set forth in Roseville Municipal Code Sections 18.20.150 and 18.20.160. Each security shall be in the amount of one hundred percent (100%) of the total estimated cost of the Work as determined by the City Engineer which amount is the sum of \$ 1,524,976.32. One improvement security shall secure faithful performance of this Agreement as required by Section 66499.3(a) of the Government Code of the State of California (the "faithful performance" security). The second improvement security shall, as required by Section 66499.3(b) of the Government Code of the State of California, secure the obligations set forth in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California for payment to the contractor, his subcontractors and to persons renting equipment or furnishing labor or materials to them for the Work (the "payment security"). The improvement securities required under this paragraph shall also secure placement of monumentation and guarantee payment therefor as provided by California Government Code section 66496.

b. SUBDIVIDER shall also file with this Agreement a "guarantee and warranty security" in the amount of ten percent (10%) of the City Engineer's estimated cost of the Work as set forth in Section 18.20.170 of the Roseville Municipal Code to guarantee and warrant the Work for a period of one year following its completion and acceptance against any defective work or labor done, or defective materials furnished, as required by Section 66499(a)(5) of the Government Code of the State of California. The guarantee and warranty security shall be released upon SUBDIVIDER's request following expiration of the warranty period and subject to the reasonable determination of the City Engineer that SUBDIVIDER's warranty obligations have been satisfied.

c. Any bonds submitted as security pursuant to this section shall be executed by a surety company authorized to transact a surety business in the State of California. All required securities shall be in a form approved by the City Attorney of CITY.

6. Successors and Assigns – Covenant Running with the Land. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the respective parties. It shall be recorded in the Office of the Recorder of Placer County concurrently with the final map of the Subdivision, and shall constitute a covenant running with the land and an equitable servitude upon the real property within the Subdivision.

7. Acceptance of Improvements Upon Completion. Upon satisfactory completion of the Work, in accordance with this Agreement, CITY agrees to accept the Work and its improvements and the offers of dedication described in paragraph 1, subject to the provisions of paragraphs 1 and 10 of this Agreement.

8. Notice Regarding Construction. SUBDIVIDER shall notify the City Engineer of CITY in writing three (3) days prior to the commencement of construction of the Work.

9. Subdivider's Obligation to Warn Public During Construction. Until final acceptance of the Work, SUBDIVIDER shall give good and adequate warning to the public of each and every dangerous condition which may exist in the Work, and will take all reasonable actions to protect the public from any such dangerous condition.

10. Warranty.

a. SUBDIVIDER guarantees and warrants the public improvements which constitute the Work required by this Agreement, and agrees to remedy any defects in the improvements or the Work arising from faulty or defective materials or construction of said improvements or the Work occurring within twelve (12) months after their acceptance by CITY.

SUBDIVIDER agrees to permit inspection of all improvements in the Subdivision by the City Engineer of CITY for such period, and to reimburse CITY for the cost of such inspections.

b. If, within the warranty period, the Work or improvement or any part of the Work done, furnished, installed, or constructed fails to fulfill any of the requirements of this Agreement or the improvement plans and specifications, SUBDIVIDER shall, without delay or cost to CITY, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the Work. CITY may, at its sole option, perform such repair or replacement itself if SUBDIVIDER has failed to commence such repair within twenty (20) days after CITY has mailed written notice of default to SUBDIVIDER and to SUBDIVIDER'S Surety. In such event, SUBDIVIDER agrees to pay the cost of such repair and replacement by CITY and CITY may, at its option, recover such cost as a lien against the Subdivision should the cost exceed the inspection fee deposited pursuant to paragraph 4 of this Agreement.

Should CITY determine that the public safety requires repairs or replacements to be made before SUBDIVIDER can be notified, CITY may, in its sole discretion, make the necessary repairs or replacement or perform the necessary work. SUBDIVIDER shall pay to CITY the cost of such repairs and CITY may at its option recover such cost as a lien against the Subdivision.

11. Indemnification. To the fullest extent allowed by law, SUBDIVIDER shall defend, indemnify, and save and hold harmless CITY, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of SUBDIVIDER 's willful misconduct or negligent act or omission while engaged in the performance of obligations or

exercise of rights created by this Agreement, except those matters arising from CITY's sole or active negligence or willful misconduct. The parties intend that this provision shall be broadly construed.

SUBDIVIDER's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

12. Insurance. SUBDIVIDER agrees to continuously maintain, in full force and effect, at a minimum the following policies of insurance during the term of this Agreement.

<u>COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
General Liability	\$2,000,000 per occurrence \$4,000,000 aggregate Personal Injury: \$2,000,000 per occurrence \$4,000,000 aggregate
Automobile Liability	\$1,000,000 combined single limit
Workers' Compensation	Statutory

a. Form. SUBDIVIDER shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.

b. Additional Insureds. SUBDIVIDER shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation, for ongoing and completed operations. Such insurance shall specifically cover the contractual

liability of SUBDIVIDER. The additional insured coverage under the SUBDIVIDER's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds.

Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

c. Cancellation/Modification. SUBDIVIDER shall provide ten (10) days written notice to CITY prior to cancellation or modification of any insurance required by this Agreement.

d. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of CITY (if agreed to in a written contract) before CITY's own insurance shall be called upon to protect it as a named insured.

e. Self-Insured Retentions. All self-insured retentions ("SIR") must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or CITY. CITY reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

f. Waiver of Subrogation. SUBDIVIDER hereby agrees to waive subrogation which any insurer of SUBDIVIDER may acquire from SUBDIVIDER by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of CITY, its officers, agents, employees and volunteers for all work performed by SUBDIVIDER, its employees, agents and subcontractors.

g. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve SUBDIVIDER of liability in excess of such coverage, nor shall it preclude CITY from taking such other actions as are available to it under any other provisions of this Agreement or law.

13. Irrevocability of Security. The improvement securities furnished pursuant to paragraph 5 shall be irrevocable, shall not be limited as to time (except as to the one-year guarantee and warranty period specified in paragraph 10) and shall provide that they may be released, in whole or part, only upon the written approval of the City Engineer of CITY.

14. Attorney's Fees; Venue; Governing Law. Any action by any party to this Agreement, or any action concerning a security furnished pursuant to paragraph 5, shall be brought in the appropriate court of competent jurisdiction within the County of Placer, State of California, notwithstanding any other provision of law which may provide that such action may be brought in some other location. In the event it becomes necessary for either party to bring an action with respect to enforcement of the provisions of this Agreement, or the security therefor, the prevailing party in such action shall be awarded a reasonable attorney's fee, as may be

determined by the Court. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

15. Release of Faithful Performance Security. Release of faithful performance security shall be in compliance with and pursuant to the procedures set forth in Government Code Section 66499.7. Upon the completion of all secured Work by SUBDIVIDER and written acceptance of that completed Work by CITY, and the furnishing of the warranty security as required by paragraph 5(b), the City Engineer shall authorize the release of the remaining faithful performance security.

16. Release of Payment Security. Thirty-five (35) days after a notice of completion is recorded with respect to the Work, the City Engineer of CITY may authorize the release of the payment security, in the event that no claims have been filed against said security. In the event that claims or actions are filed against the security, the City Engineer may release so much of such security as is in excess of the total of the claims made against it, plus a reasonable amount of costs and attorney's fees.

17. Automatic Termination Upon Completion and Sale of Residential Unit. This Agreement and any lien pursuant hereto shall automatically be terminated, without any further action by either party or need to record any additional document, with respect to any single-family residential lot within a parcel designated by the Specific Plan for residential use, upon completion of construction and issuance by the City of a final inspection for a dwelling unit upon such residential lot and conveyance of such improved residential lot to a bona-fide good faith purchaser thereof. In connection with its issuance of a final inspection for such improved lot, City shall confirm that: (i) all improvements which are required to serve the lot, as determined by City, have been accepted by City; (ii) the lot is included within the Maintenance CFD required

by Section 3.20 or other financing mechanism acceptable to the City, to the extent required hereby; and (iii) if and to the extent applicable to such lot, an affordable purchase or rental housing agreement has been recorded on the lot. Termination of this Agreement for any such residential lot as provided for in this section shall not in any way be construed to terminate or modify any assessment district or Mello-Roos Community Facilities District lien affecting such lot at the time of termination.

18. Failure of Performance. In addition to any other remedies provided in this Agreement or by law, in the event SUBDIVIDER fails to perform one or more of the covenants or conditions of this Agreement, CITY shall have recourse to the security given to guarantee the performance of such acts. CITY may do, or cause to be done, those acts required of SUBDIVIDER, and shall have recourse against so much of the security as is necessary to discharge the responsibility of SUBDIVIDER. In the event CITY seeks recourse against a security, CITY shall also have recourse against SUBDIVIDER for any and all amounts necessary to complete the obligations of SUBDIVIDER in the event the security is insufficient to pay such amounts. All administrative costs, including reasonable attorney's fees pursuant to Section 66499.4 of the Government Code, incurred by CITY, in addition to the costs of the improvements, shall be a proper charge against the security and SUBDIVIDER.

19. Integration. This Agreement is an integrated agreement. It supersedes all prior negotiations, representations, or agreements, either written or oral.

20. Modification. This Agreement and each provision contained herein may be waived, amended, supplemented or eliminated only by mutual written agreement of the parties.

21. Notices. Any notices sent to the parties relating to this Agreement shall be sent by first class mail, postage prepaid or delivered to the following addresses:

Marc Stout, City Engineer
City of Roseville
311 Vernon Street
Roseville, CA 95678

Sierra Vista Communities Ilc
c/o Lennar Homes of Ca Attn: Larry Gualco
1025 Creekside Ridge Dr. #240
Roseville CA 95678

Either party may amend its address by giving written notice to the other.

22. Severability. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attestation by its City Clerk under authority of Resolution No. ____, adopted by the Council of the City of Roseville on the ____ day of _____, 20__, and SUBDIVIDER has caused this Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation,

BY: _____
DOMINICK CASEY
City Manager

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

Sierra Vista Communities, Ilc
a California Limited Liability Company

By Lennar Homes of California, Inc.
a California Corporation

BY: _____
Print name: Larry Gualco
its: Vice President

and

BY: _____
Print name: Earl Keith
its: Controller / VP

(NOTARIZATION REQUIRED)

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUFFICIENCY:

BY:  _____
MARC STOUT
City Engineer

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 Placer

On June 15, 2021 before me, Rosa Catanzaro, Notary Public
(insert name and title of the officer)

personally appeared Larry Gualco and Earl Keith,
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.

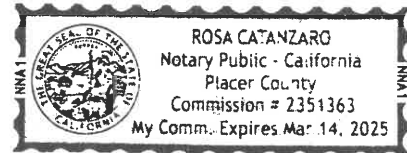
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)





COUNCIL COMMUNICATION

CC #: 1656
File #: 0500-01

Title: Legal Services - Agreement Amendment
Contact: Gretchen Hakala 916-774-5325 ghakala@roseville.ca.us

Meeting Date: 8/18/2021
Item #: 6.14.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution authorizing the City Manager to execute a First Amendment to Agreement for Legal Services with Atkinson, Andelson, Loya, Ruud & Romo.

BACKGROUND

The City of Roseville requires outside legal services from time to time to advise, assist, and represent the City as co-counsel with the City Attorney with respect to litigation, and to assist the City with respect to transaction matters. Atkinson, Andelson, Loya, Ruud & Romo has a legal services agreement that was approved by the City Council in 2012 that now needs to be amended to include their current billing practices to match our contractual terms.

FISCAL IMPACT

Legal services provided by this contract will be dependent upon needs as they occur during the year and thus cannot be forecast. All expenses will be paid from the Human Resources Department operations budget in the General Fund as needed.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. Approval of an amendment to an agreement for legal services meets the above criteria and is not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal E - Deliver exceptional city services

Respectfully Submitted,

Gretchen Hakala, Paralegal

Michelle Sheidenberger, City Attorney



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 21-360

Amendment

RESOLUTION NO. 21-360

APPROVING A FIRST AMENDMENT TO AGREEMENT FOR LEGAL SERVICES, BY
AND BETWEEN THE CITY OF ROSEVILLE AND ATKINSON, ANDELSON, LOYA,
RUUD & ROMO, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON
BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a First Amendment to Agreement for Legal Services, by and between the
City of Roseville and Atkinson, Andelson, Loya, Ruud & Romo, has been reviewed by the City
Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that
said First Amendment is hereby approved and that the City Manager is authorized to execute it
on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of
_____, 2021, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

FIRST AMENDMENT TO AGREEMENT FOR LEGAL SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR LEGAL SERVICES is made and entered into this ____ day of _____, 2021, by and between the City of Roseville, a municipal corporation ("CITY"), and Atkinson, Andelson, Loya, Ruud & Romo, a California professional law corporation ("ATTORNEY"); and

W I T N E S S E T H:

WHEREAS, CITY and ATTORNEY previously entered into an Agreement for Legal Services dated May 2, 2012 ("Agreement"); and

WHEREAS, CITY desires to amend the Agreement to update certain terms as indicated below; and

WHEREAS, ATTORNEY is willing and able to continue providing legal services; and

NOW, THEREFORE, the parties agree as follows:

1. Section 3 of the Agreement is amended to read as follows:

"3. Fees for Services. For legal services performed under this Agreement,

CITY shall pay ATTORNEY in accordance with the following rates:

Standard Hourly Rate Services

Senior Partners	\$335
Partners/Senior Counsel	\$315
Senior Associates	\$290
Associates	\$280
Non-Legal Consultants	\$230
Senior Paralegals/Law Clerks	\$205

Paralegals/Legal Assistants \$195

Fixed Fee Services

A full day of training (up to 8 hours) \$6,000

A half day of training (up to 4 hours) \$4,000

A two-hour training \$3,000

A one-hour training \$2,000”

2. Section 5 of the Agreement is amended to read as follows:

“5. Statements and Payments. The ATTORNEY shall provide monthly invoices to the CITY for all fees and expenses. The invoice shall be itemized to include, at a minimum, the time spent by each service provider, the total time spent by each service provider, and a description of services performed during the itemization period. ATTORNEY shall keep time in 1/10th of an hour increments. Certain tasks may be billed at established minimum time increments. These include: (a) telephone conference (.30 hour), (b) electronic correspondence (.30 hour), (c) standard written correspondence (.50 hour), and (d) provide a document (.50 hour). Invoices shall be considered due and payable upon receipt, and shall be overdue thirty (30) days after receipt. Any balance of fees or costs advanced remaining unpaid for a period of thirty (30) days will be subject to a 1% per month service charge.

The CITY agrees to review the ATTORNEY’s monthly invoices promptly upon receipt and to notify the ATTORNEY, in writing, with respect to any disagreement with the monthly invoices. Failure to communicate written disagreement with the ATTORNEY’s monthly invoice within thirty (30) days of the CITY’s receipt thereof shall be deemed to signify the CITY’s agreement that the monthly invoice accurately

reflects: (a) the legal services performed; and (b) the proper charge for those legal services.”

3. Section 11 is hereby amended to read as follows:

“11. Notice. All notices, invoices, reports or other communication required by this Agreement shall be properly given if delivered in person, or sent by first class mail, facsimile, or overnight delivery to the following addresses:

CITY:

Roseville City Attorney
311 Vernon Street
Roseville, CA 95678

ATTORNEY:

Scott K. Holbrook
2485 Natomas Park Drive, Suite 240
Sacramento, CA 95833

Either party may amend its address for notice by giving notice to the other party.”

4. All other provisions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this First Amendment to Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ____ day of _____, 2021, and ATTORNEY has caused this First Amendment to Agreement to be executed.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF ROSEVILLE, a
municipal corporation:

ATKINSON, ANDELSON, LOYA, RUUD
& ROMO, a California professional law
corporation

BY: _____
DOMINICK CASEY
City Manager

BY:  _____
SCOTT K. HOLBROOK
Partner

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney



COUNCIL COMMUNICATION

CC #: 1666
File #: 1001-02

Title: 7300 Galilee Rd. - Summary Vacation of Utility and Drainage Easements
Contact: Shelby Maples 916-746-1347 smaples@roseville.ca.us

Meeting Date: 8/18/2021
Item #: 6.15.

RECOMMENDATION TO COUNCIL

Attached for City Council review and action is a request for approval of the summary vacation (abandonment) of two public utility easements at 7300 Galilee Rd., on Assessor's Parcel 017-410-020-000.

The Planning Division recommends that the City Council take the following action:

- A. Adopt a Resolution to vacate the existing Public Utility Easements and Drainage Easement as reflected in Exhibits A and B.

BACKGROUND

On July 8, 2021 the City's Planning Commission approved a Design Review Permit and Voluntary Merger to allow the construction of a new Green Acres Nursery and Supply with a 31,787 square foot retail store, 20,191 square foot open-sided greenhouse, 26,835 square foot lath house, and 75,463 outdoor display area at 7300 Galilee Rd. The site includes public utility easements and a drainage easement which conflict with the proposed development. The Planning Commission adopted a condition of approval to require abandonment of the easements prior to building permit issuance. This request for a summary vacation implements the adopted condition of approval.

Government Code Section 8300 et. Seq. (Streets and Highways Code) states that an easement may be terminated (vacated) by adopting a resolution of vacation. There are two pathways for vacation: summary or general. An abandonment request for a public utility easement is eligible for the simpler, summary vacation when any one of the three potential conditions applies:

1. The easement has not been used for the purpose for which it was dedicated or acquired for five consecutive years immediately preceding the proposed abandonment.
2. The easement has been in place for less than five years (making it ineligible for condition 1 above), but has been in place for at least a year and has not been used for the purpose for which it was dedicated or acquired.
3. The need for the easement has been superseded by relocation, and there are no other public facilities in the easement.

The public utility easements were originally recorded to allow for the extension of public utility lines, as well as for site drainage. The Green Acres project will record new easements to serve drainage and public utilities which do not conflict with the approved development, and there are no active public facilities located within the easement. The proposed easement vacation was routed

to all utilities which could be affected by the project, and no objections were received. For these reasons, staff concludes that condition 3 is applicable to the proposed summary vacation, and recommends approval of the vacation request.

FISCAL IMPACT

There will be no fiscal impact to the City of Roseville. All application costs are borne by the applicant.

ENVIRONMENTAL REVIEW

A Mitigated Negative Declaration was approved for the Green Acres project, which included the requirement to abandon the easements associated with this request. In addition to the Mitigated Negative Declaration, this summary vacation is exempt consistent with CEQA Section 15305 "Minor Alterations in Land Use Limitations".

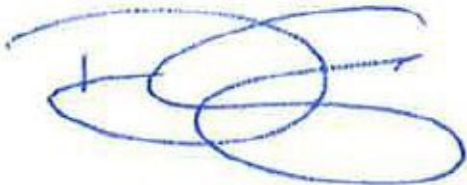
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Shelby Maples, Associate Planner

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 21-370

Summary Vacation Exhibit

RESOLUTION NO. 21-370

ORDERING SUMMARY VACATION OF EASEMENTS AT 7300 GALILEE ROAD

BE IT RESOLVED by the City of Council of the City of Roseville as follows:

WHEREAS, in accordance with the provisions of section 8300, et seq., of the Streets and Highways Code (Chapter 4, Summary Vacation), it is hereby found that public utility easements at 7300 Galilee Road, described in Exhibit “A”, which is attached hereto and incorporated herein by reference, are no longer needed; and

WHEREAS, the need for the public utility easements are superseded by relocation, and public facilities within the easement will be moved; and

WHEREAS, in accordance with the provisions of section 8300, et seq., of the Streets and Highways Code (Chapter 4, Summary Vacation), it is hereby found that a drainage easement at 7300 Galilee Road, described in Exhibit “B”, which is attached hereto and incorporated herein by reference, is no longer needed; and

WHEREAS, the need for the drainage easement is superseded by relocation, and there are no other public facilities within the easement.

IT IS HEREBY ORDERED:

1. That the public utility easement at 7300 Galilee Road described in Exhibit “A” is hereby vacated pursuant to Streets and Highways Code sections 8333 and 8335, and shall, as of the date of adoption of this resolution, no longer constitute a public utility easement; and
2. That the drainage easement at 7300 Galilee Road described in Exhibit “B” is hereby vacated pursuant to Streets and Highways Code sections 8333 and 8335, and shall, as of the date of adoption of this resolution, no longer constitute a public utility easement; and
3. The City Clerk is hereby directed to cause a certified copy of this Resolution and Order, attested to by said Clerk under the seal of the City of Roseville, to be recorded in the Office of the County Recorder.

PASSED AND ADOPTED by the Council of the City of Roseville this 18th day of August, 2021, by the following vote on rollcall:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

City Clerk

EXHIBIT “A”

Public Utility Easement

EXHIBIT "A"
PUBLIC UTILITY EASEMENT ABANDONMENT

That certain real property situated in the State of California, County of Placer, City of Roseville, located in the East half of Section 28, Township 11 North, Range 6 East, being portions of Lots 9 and 10, as shown on the Plat of "Diamond Plaza", filed in the on September 3, 1991 in Book R of Maps, at Page 65, Placer County Records, M.D.M., being more particularly described as follows:

ABANDONMENT AREA 1

That portion of the Public Utility Easement located within said Lot 9, as dedicated and shown on said Plat of "Diamond Plaza", described as follows:

A strip of land having a uniform width of 12.50 feet in width, the northeasterly line of which is described as follows:

Beginning at the most easterly corner of said Lot 9; thence from said **POINT OF BEGINNING**, along the northeasterly boundary of said Lot 9, North 19°49'30" West, 370.27 feet to a point located on the southeasterly line of the Public Utility Easement 12.50 feet in width contiguous with the southeasterly line of Galilee Road, as shown on said Plat of "Diamond Plaza", being the **POINT OF ENDING**.

ABANDONMENT AREA 2

That portion of the Public Utility Easement located within said Lot 10, as dedicated and shown on said Plat of "Diamond Plaza", described as follows:

A strip of land having a uniform width of 10.00 feet in width, the northwesterly line of which is described as follows:

Beginning at the most easterly corner of said Lot 9; thence from said **POINT OF BEGINNING**, along the southeasterly boundary of said Lot 9, South 70°10'30" West, 277.12 feet to a point located on the northeasterly line of the Public Utility Easement 12.50 feet in width contiguous with the northeasterly line of Galilee Road, as shown on said Plat of "Diamond Plaza", being the **POINT OF ENDING**.

ABANDONMENT AREA 3

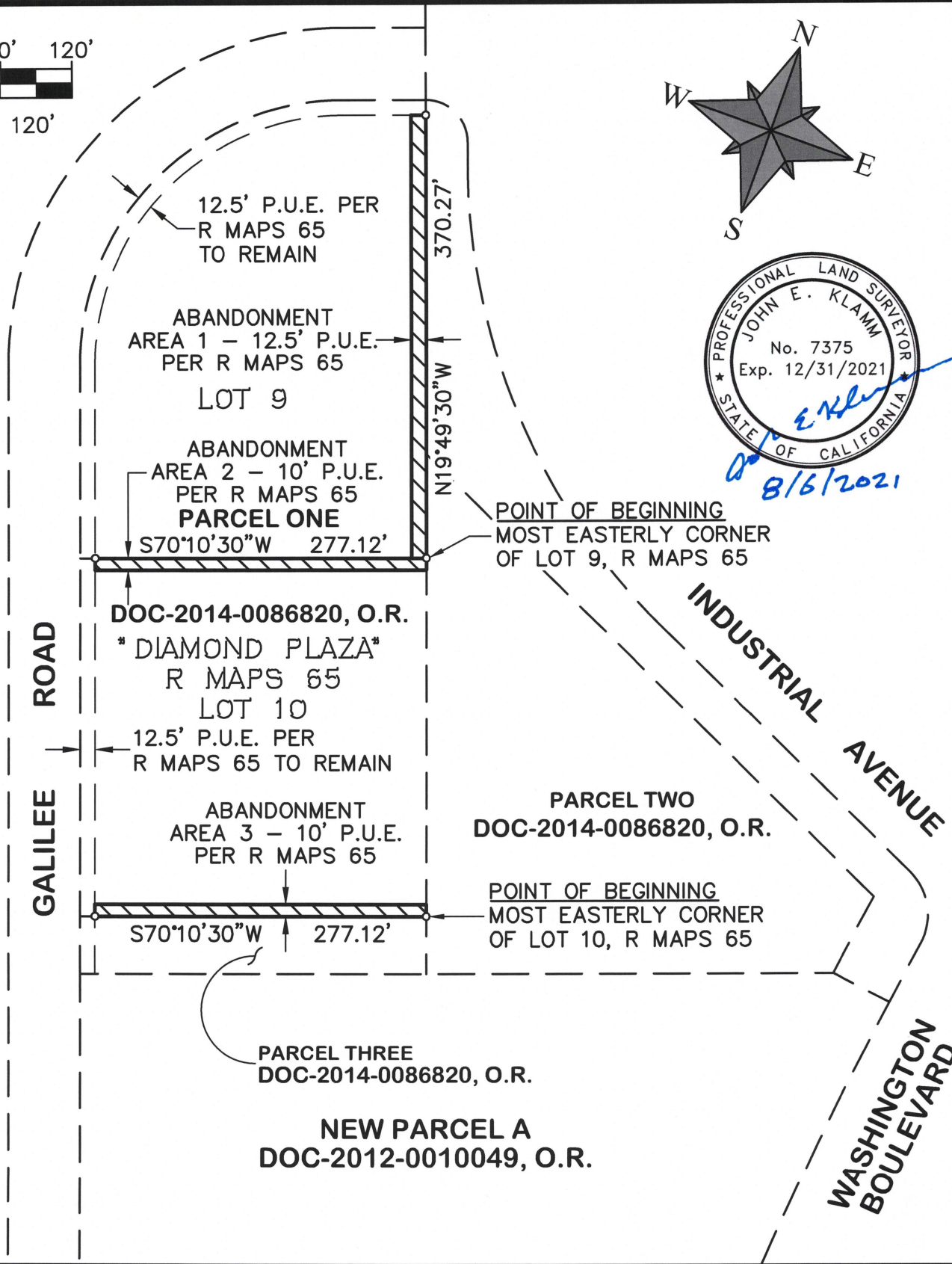
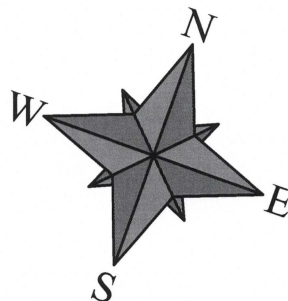
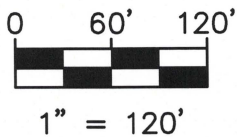
That portion of the Public Utility Easement located within said Lot 10, as dedicated and shown on said Plat of "Diamond Plaza", described as follows:

A strip of land having a uniform width of 10.00 feet in width, the southwesterly line of which is described as follows:

Beginning at the most easterly corner of said Lot 10; thence from said **POINT OF BEGINNING**, along the southeasterly boundary of said Lot 10, South 70°10'30" West, 277.12 feet to a point located on the northeasterly line of the Public Utility Easement 12.50 feet in width contiguous with the northeasterly line of Galilee Road, as shown on said Plat of "Diamond Plaza", being the **POINT OF ENDING**.

End of Description





1420 Rocky Ridge Dr.
Suite 150
Roseville, CA 95661
Ph: 916.788.2884
Fax: 916.788.4408

EXHIBIT "B"
PLAT TO ACCOMPANY DESCRIPTION
PORTION OF THE EAST 1/2 OF SECTION 28,
TOWNSHIP 11 NORTH, RANGE 6 EAST, M.D.M.
CITY OF ROSEVILLE, CALIFORNIA

SCALE:
1"=120'

DATE:
07/22/2021

SHEET
1 OF 1

Exhibit “B”
Drainage Easement

EXHIBIT "A"
DRAINAGE EASEMENT ABANDONMENT

That certain real property situated in the State of California, County of Placer, City of Roseville, located in the East half of Section 28, Township 11 North, Range 6 East, being portions of Lots 10 and 11, as shown on the Plat of "Diamond Plaza", filed in the on September 3, 1991 in Book R of Maps, at Page 65, Placer County Records, M.D.M., being more particularly described as follows:

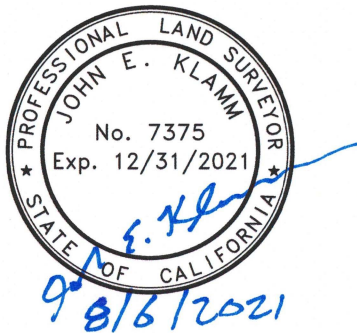
All of that certain Drainage Easement 15.00 feet in width located within said Lots 10 and 11, as dedicated and shown on said Plat of "Diamond Plaza", being more particularly described as follows:

A strip of land having a uniform width of 15.00 feet in width, the northeasterly and northwesterly lines of which are described as follows:

Beginning at the most easterly corner of said Lot 10; thence from said **POINT OF BEGINNING**, along the southeasterly boundary of said Lot 10, South 70°10'30" West, 196.08 feet to the northeasterly line of said Drainage Easement; thence, along said northeasterly line, North 48°24'35" West, 195.51 feet to a point located on the southwesterly boundary of said Lot 10, also being the northeasterly line of Galilee Road, being the **POINT OF ENDING**.

The southwesterly line of said strip of land shall be shortened so as to terminate at the southwesterly boundary of said Lot 10.

End of Description



LOT 9

PARCEL ONE

DOC-2014-0086820, O.R.

* DIAMOND PLAZA *
R MAPS 65

LOT 10

GALILEE ROAD

N48°24'35"W

15' DRAINAGE EASEMENT
PER R MAPS 65
BEING ABANDONED

195.51'

15' DRAINAGE EASEMENT
PER R MAPS 65
BEING ABANDONED

S70°10'30"W

196.08'

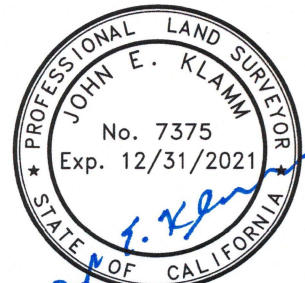
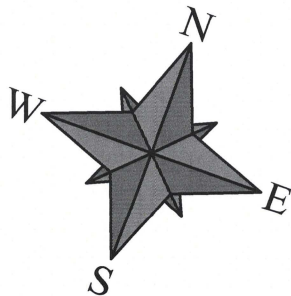
POINT OF BEGINNING
MOST EASTERLY CORNER
OF LOT 10, R MAPS 65

PARCEL TWO
DOC-2014-0086820, O.R.

PARCEL THREE
DOC-2014-0086820, O.R.
PORTION OF LOT 11, R MAPS 65

NEW PARCEL A
DOC-2012-0010049, O.R.

0 30' 60'
1" = 60'



8/6/2021



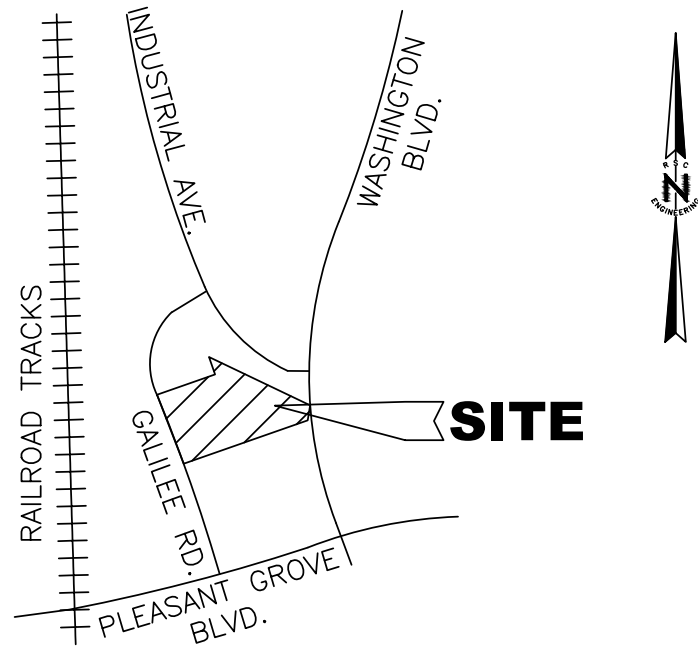
1420 Rocky Ridge Dr.
Suite 150
Roseville, CA 95661
Ph: 916.788.2884
Fax: 916.788.4408

EXHIBIT "B"
PLAT TO ACCOMPANY DESCRIPTION
PORTION OF THE EAST 1/2 OF SECTION 28,
TOWNSHIP 11 NORTH, RANGE 6 EAST, M.D.M.
CITY OF ROSEVILLE, CALIFORNIA

SCALE:
1"=60'

DATE:
07/22/2021

SHEET
1 OF 1



VICINITY MAP
NOT TO SCALE

OWNER :

CITY OF ROSEVILLE

DEVELOPER :

GREEN ACRES NURSERY & SUPPLY
604 SUTTER STREET, SUITE 350
FOLSOM, CA 95630
ATTN: MIKE DEUTSCH
(916) 296-7255
MIKE@IDIGGREENACRES.COM

APPLICANT :

RSC ENGINEERING, INC.
1420 ROCKY RIDGE DR., SUITE 150
ROSEVILLE, CA 95661
ATTN: TIFFANY WILSON
(916) 788-2884
T.WILSON@RSC-ENGR.COM

APN

017-410-019
017-410-020
017-410-068
017-410-070

ZONING/LAND USE

GC/CC

LEGEND :

- EXISTING PROPERTY LINE
- - - EXISTING EASEMENTS
- /// EXISTING EASEMENT TO BE REMOVED

CITY OF ROSEVILLE APPROVAL

GREEN ACRES NURSERY & SUPPLY ABANDONMENT EXHIBIT

ABAN





COUNCIL COMMUNICATION

CC #: 1661
File #: 0800-02

Title: Environmental Utilities On-Call Construction Management and Inspection Services - Professional Services Agreements
Contact: Janice Gainey 916-774-5535 jrgainey@roseville.ca.us

Meeting Date: 8/18/2021
Item #: 6.16.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt resolutions authorizing the City Manager to execute four (4) on-call professional services agreements with Brown and Caldwell, Carollo Engineers, Kennedy/Jenks Consultants, and Water Works Engineers for Environmental Utilities On-Call Construction Management and Inspection Services.

Additionally, staff requests authority for the City Manager or his designee to execute four (4) additional one (1) year renewals for each Consultant, without further City Council approval, provided that the applicable budget is approved by the City Council each year, or until City staff determines that continuing with the same vendor is not in the City's best interest.

BACKGROUND

The City of Roseville Environmental Utilities (EU) Department owns and operates Wastewater Treatment Plants, Water Treatment Plant, Distribution and Collection Systems for Water, Recycled Water, and Sewer, Pump Stations, and Water Storage Facilities.

From time to time, the City has construction projects that need to be completed in a relatively short period of time to support the EU facilities and require professional construction management and/or inspection support services. These projects may be funded from the City's Rehabilitation Program, Operating Budget, or Capital Improvement Program and must be completed due to operational or maintenance needs.

On April 22, 2021, a Request for Proposals (RFP) #08-090 was released, soliciting consultants that:

- Are qualified and experienced in Construction Management and Inspection of construction projects on similar types of facilities.
- Have the ability to respond quickly to City needs.
- Can provide services at a reasonable overall cost to the City.

Eleven firms submitted proposals to the City Clerk's office for review and consideration. Based upon review of the proposals by the Environmental Utilities Department Proposal Evaluation Committees, the proposals of Brown and Caldwell, Carollo Engineers, Kennedy/Jenks Consultants, and Water Works Engineers were identified as providing the best value to the City and were the highest ranked using the evaluation criteria outlined in the RFP.

FISCAL IMPACT

The not-to-exceed cost for the services for each agreement is \$300,000 a year for a not-to-exceed cost of \$1,200,000 a year for up to five years. There is no guaranteed minimum amount of work provided in the contracts, and payment will only be made for work completed. These projects may be funded from the Environmental Utilities' Operating Budgets, Rehabilitation Programs, and/or Capital Improvement Programs, at no cost to the General Fund.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. Approval of professional services agreements meets the above criteria and are not subject to CEQA. No additional environmental review is required.

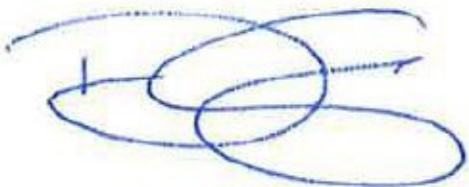
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Janice Gainey, Senior Engineer

Richard Plecker, Environmental Utilities Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 21-362

Brown and Caldwell Agreement

Resolution 21-363

Carollo Engineers Agreement

Resolution 21-364

Kennedy Jenks Agreement

Resolution 21-365

Water Works Engineers Agreement

RESOLUTION NO. 21-362

APPROVING AN ON-CALL PROFESSIONAL SERVICES AGREEMENT, BY AND
BETWEEN THE CITY OF ROSEVILLE AND BROWN AND CALDWELL, AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF
THE CITY OF ROSEVILLE

WHEREAS, an on-call professional services agreement to provide Environmental Utilities On-Call Construction Management and Inspection Services, by and between the City of Roseville and Brown and Caldwell, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said on-call agreement is hereby approved and the City Manager is authorized to execute it on behalf of the City of Roseville.

BE IT FURTHER RESOLVED that the City Manager or his designee is authorized to execute four (4) additional one (1) year renewals without further City Council approval, provided that the applicable budget is approved by the City Council each year, or until City staff determines that continuing with the same vendor is not in the City's best interest.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

ON-CALL PROFESSIONAL SERVICES AGREEMENT

Services: Environmental Utilities On-Call Construction Management and Inspection

THIS AGREEMENT is made and entered into this ____ day of _____, 20 __,
by and between the City of Roseville, a municipal corporation ("CITY"), and Brown and
Caldwell, a California corporation ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY issued Request for Proposal # 08-090 for professional services
consisting of on-call construction management and inspection services related to environmental
utilities; and

WHEREAS, CONSULTANT has prepared a response to the Request for Proposal dated
May 26, 2021, which describes the scope of services to be performed by CONSULTANT, and
the hourly rates for performance of such services; and

WHEREAS, CONSULTANT is qualified and experienced to provide professional
construction management and inspection services related to environmental utilities on an on-call
basis.

NOW, THEREFORE, the parties agree as follows:

1. Term. The term of this Agreement shall commence upon execution and expire on
June 30, 2022. The City Manager may, in his or her discretion, elect to extend the Agreement in
one (1) year increments for up to an additional four (4) years by giving CONSULTANT thirty

(30) days advance written notice of each optional one (1) year renewal. Such extensions shall be memorialized by a written amendment to this Agreement.

2. Services. CONSULTANT shall perform, at the direction of CITY, the scope of the on-call services as described in EXHIBIT "A," attached hereto and incorporated herein by this reference. Individual tasks will be awarded by CITY on an as-needed basis. CITY may assign work to one, or more than one consultant from an approved qualified list. CITY reserves the right to unilaterally assign work to any consultant as it deems prudent or, if no services are required, no work. CITY makes no specific guarantee of a minimum or maximum number of hours or amount of tasks or services, which shall be required of any single consultant. In addition, the inclusion of any consultant on any qualified list, if so utilized by CITY, shall in no way be considered an exclusive agreement to provide service for CITY.

3. Compensation. For its services provided hereunder, CONSULTANT shall be compensated on a time and expense basis in accordance with the hourly rates as described in EXHIBIT "B," attached hereto and incorporated herein by this reference. Any proposed increase in the effective rates for future services must be preceded by at least a 90-day written notice to the contracting department. Total compensation shall not exceed three hundred thousand dollars per year (\$300,000). Total compensation for optional renewal years of this Agreement shall not exceed three hundred thousand dollars per year (\$300,000). Adjustment to the total compensation per year shall require a written amendment to this Agreement, subject to approval by the City Council.

CONSULTANT shall submit one monthly invoice for its services. Such invoices shall be delineated by task, the person performing the services, and the hourly rate, which shall be stated in time increments of not greater than one tenth (1/10) hours. CITY shall pay invoices within

thirty (30) days after receipt, if the services specified in the invoice have been satisfactorily completed.

4. Indemnification. To the fullest extent allowed by law, CONSULTANT agrees to indemnify, including the cost to defend CITY, and its officers, agents, employees and volunteers from any and all claims, demands, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or defects in design by CITY or the agents, servants, or independent contractors who are directly responsible to CITY, or arising from the active negligence of CITY. Notwithstanding any terms of this section, indemnification and defense obligations shall conform to California Civil Code Section 2782.8.

CONSULTANT agrees to defend and indemnify CITY if, despite the parties intent and practice, any venue, agency, or court with competent jurisdiction determines that CONSULTANT and/or any of its agents, officers, employees, volunteers, independent contractors, or subcontractors, are characterized as employee(s) of CITY.

CONSULTANT's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

5. Insurance. CONSULTANT agrees to continuously maintain, in full force and effect, the following minimum policies of insurance during the term of this Agreement.

<u>COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
Workers' Compensation	Statutory
Commercial General Liability	\$1,000,000 each occurrence \$2,000,000 aggregate Personal Injury: \$1,000,000 each occurrence \$2,000,000 aggregate
Automobile Liability	\$1,000,000 combined single limit
Professional Liability (errors and omissions)	\$1,000,000 per claim \$2,000,000 aggregate

a. Form. CONSULTANT shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.

b. Additional Insureds. CONSULTANT shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of CONSULTANT. The additional insured coverage under the CONSULTANT's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and

limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater. Nothing in this section, however, requires Consultant in the absence of litigation to reveal its Commercial General and/or Excess limits beyond where insurance limits are shown above in the Coverage Limits of Liability section.

c. Cancellation/Modification. CONSULTANT shall provide ten (10) days written notice to CITY prior to cancellation for non-payment of premium of any insurance required by this Agreement.

d. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of CITY (if agreed to in a written contract) before CITY's own insurance shall be called upon to protect it as a named insured.

e. Subcontractors. CONSULTANT agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, CONSULTANT shall require its subcontractors to agree to be bound to CONSULTANT and CITY in the same manner and to the same extent as CONSULTANT is bound to CITY under this Agreement. Additionally, CONSULTANT shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of CITY's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.

f. Self-Insured Retentions. All self-insured retentions (“SIR”) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or CITY. CITY reserves the right to obtain a full copies of any insurance policy, with confidential information redacted. The failure to exercise this right shall not constitute a waiver of such right.

g. Waiver of Subrogation. CONSULTANT hereby agrees to waive subrogation which any insurer of CONSULTANT may acquire from CONSULTANT by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of CITY, its officers, agents, employees and volunteers for all worked performed by CONSULTANT, its employees, agents and subcontractors.

h. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONSULTANT of liability in excess of such coverage, nor shall it preclude CITY from taking such other actions as are available to it under any other provisions of this Agreement or law.

6. Records. CONSULTANT and its subcontractors shall maintain all files and records relating to the services performed hereunder during the term of this Agreement and for a period of not less than one (1) year after the date of termination or expiration. Provided, however, that in the event of litigation or settlement of claims arising from the performance of this Agreement, CONSULTANT and its subcontractors shall maintain all files and records until such litigation, appeals or claims are resolved. Duly authorized representatives of CITY shall

have right of access during normal business hours and after reasonable notice to CONSULTANT's and subcontractors' files and records relating to the services performed hereunder, and may review and copy the files and records at appropriate stages during performance of the services and during the one (1) year period following termination or expiration of this Agreement. CONSULTANT shall include this provisions in its contracts with all subcontractors.

7. Prevailing Wages. When applicable, for purposes of this Agreement, CONSULTANT and its subcontractors shall comply with all applicable prevailing wage laws, e.g., but not limited to, California Labor Code Sections 1770 et seq. In accordance with said Section 1775, CONSULTANT shall forfeit as a penalty to the City two hundred dollars (\$200) for each calendar day or portion thereof for each worker paid less than the prevailing rates for such work or craft in which such worker is employed for any work done on-site under the Agreement by CONSULTANT or by any subcontractor in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage shall be paid to each worker by CONSULTANT or the applicable subcontractor.

Pursuant to the provisions of California Labor Code Section 1773, the contracting department has identified the source, stated below, of the general prevailing rate of wages applicable to the site to be done, for straight time, overtime, and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of worker concerned. These wage rates

may be obtained from the State Department of Industrial Relations and/or the following website address: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.

Pursuant to Labor Code Section 1773.2, general prevailing wage rates set forth above, which forms a part of this Agreement, shall be posted by CONSULTANT at a prominent place at the work site. Prevailing wage rates to be posted at the work site will be furnished by the contracting department. The possibility of wage increases is one of the elements to be considered by CONSULTANT in determining its proposal, and will not under any circumstances be considered as the basis of a claim against CITY or the Agreement.

8. Contractor Registration. No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this Agreement, CONSULTANT and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. CONSULTANT is hereby notified that this Agreement is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

9. Time is of the Essence. Time is of the essence of this Agreement. CONSULTANT shall not be responsible for delays caused by circumstances beyond its reasonable control, including, but not limited to (1) strikes, lockouts, work slowdowns or stoppages, or accidents, (2) acts of God, (3) failure of CITY to furnish timely information, and (4) faulty performance or nonperformance by CITY, CITY's independent consultants or contractors, or by governmental agencies. CONSULTANT shall not be liable for damages arising out of any such delay, nor shall CONSULTANT be deemed to be in breach of this Agreement as a result thereof.

While CONSULTANT has made reasonable efforts to incorporate into its plan for the project any known current project impacts of the COVID-19 pandemic, CONSULTANT has not accounted for, and is not responsible for, unknown future changes due to the COVID-19 pandemic, including, without limitation, additional restrictions by government agencies or others (such as the availability of the site for access or the availability of CITY or CONSULTANT staff or others) to the extent they delay or otherwise impact the project. In that event, CONSULTANT will notify CITY and work in good faith to equitably address any unexpected impacts therefrom.

10. Compliance with Laws. CONSULTANT shall comply with all federal, state and local laws, ordinances and policies as may be applicable to the performance of services under this Agreement.

11. Ability to Perform. CONSULTANT agrees and represents that it has the time, ability and professional expertise to perform the services required under this Agreement in accordance with generally accepted engineering principles and practices in effect at the time services are rendered.

12. Governing Agreement. In the event of any conflict between this Agreement and its EXHIBITS, the provisions of this Agreement shall govern. In the event of any conflict between any of the EXHIBITS, the provisions of the first in order of attachment shall govern.

13. Assignment. CONSULTANT is employed to perform unique personal services. CONSULTANT shall not assign this Agreement without the prior written consent of CITY. CONSULTANT shall not employ or otherwise incur any obligation to pay other specialists or experts for services in connection with this Agreement, without prior written consent of CITY.

14. Independent Contractor. CONSULTANT, inclusive of its agents, officers, employees, volunteers, independent contractors, and subcontractors, shall act as an independent contractor, and covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of CITY by reason of this Agreement.

CONSULTANT and CITY agree that: (a) CONSULTANT is free from the control and direction of CITY in connection with the performance of the work; (b) CONSULTANT is providing services directly to CITY; (c) CONSULTANT has and will maintain at all relevant times a business license; (d) CONSULTANT maintains a business location that is separate from CITY; (e) CONSULTANT is customarily engaged in an independently established business of the same nature as that involved in the work performed hereunder; (f) CONSULTANT actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from CITY; (g) CONSULTANT advertises and holds itself out to the public as available to provide the same or similar services; (h) CONSULTANT provides its own tools, vehicles, and equipment to perform the services; (i) CONSULTANT has negotiated its own rates; (j) CONSULTANT set its own hours and location of work in accomplishing CITY's on-call needs; and (k) CONSULTANT has the right to control the manner and means of accomplishing the result desired and exercises its own expert independent judgement.

15. Representations and Warranties. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage,

brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to terminate as void this Agreement, without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

16. Successors in Interest. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

17. Copyright, Ownership and Use of Materials. All tangible material ("Material") created or delivered pursuant to this Agreement is considered a work made for hire under the Copyright Act. To the extent such Material does not qualify as a work made for hire, CONSULTANT hereby assigns to CITY all right, title, and interest, including but not limited to all copyrights, in all Material created by CONSULTANT in its performance under this Agreement. Material constitutes the scope of work outlined in Exhibit A and attached hereto, and all written and other tangible expressions, including but not limited to, drawings (including computer aided drawings), papers, documents, reports, surveys, renderings, exhibits, sketches, maps, models, prints, paintings or photographs, in any and all media or formats in which such materials have been created or are maintained. All Material furnished by CONSULTANT is, and shall remain, the property of CITY after payment to CONSULTANT.

CONSULTANT shall execute any documents necessary to effectuate such assignment. In the event that CONSULTANT uses, employs, designates, or retains any person or entity who is not an employee of CONSULTANT, to perform any work required of it pursuant to this Agreement, CONSULTANT shall require said person or entity to execute an agreement containing the preceding paragraph.

18. Service During Construction. The presence of CONSULTANT's personnel at the construction site, whether as on-site representative, resident engineer, construction manager, or otherwise, does not make CONSULTANT responsible for those duties that belong to CITY and/or construction contractors or others, and does not relieve construction contractors or others of their obligations, duties, and responsibilities, including, but not limited to, construction methods, means, techniques, sequences, and procedures necessary for completing all portions of the construction work in accordance with the contract documents, any health or safety programs and precautions required by such construction work, and any compliance with applicable laws and regulations. Any inspection or observation of the construction contractor's work is solely for the limited purpose of determining that the work is generally proceeding in conformance with the intent of the project specifications and contract documents. CONSULTANT makes no warranty or guarantee with respect to the performance of a construction contractor. CONSULTANT has no authority to exercise control over any construction contractor in connection with their work or health or safety programs and precautions. Except to protect CONSULTANT's own personnel and except as may be expressly required elsewhere in the scope of services, CONSULTANT has no duty to inspect, observe, correct, or report on health or safety deficiencies of the construction contractor.

19. Record (As-Built) Drawings. CITY acknowledges that record drawings will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the project was finally constructed. CONSULTANT is not responsible for any errors or omissions in the information from others that are incorporated into the record drawings.

20. Shop Drawing and Submittal Review. CONSULTANT shall review shop drawings or other contractor submittals for general conformance with the intent of the contract documents. CONSULTANT shall not be required to verify dimensions, contractor's shop drawings or submittals, nor to coordinate shop drawings or other submittals with other shop drawings or submittals provided by contractor.

21. Reliance upon Information Provided by Others. CONSULTANT's performance of services requires CONSULTANT to rely on information provided by other parties (excepting CONSULTANT's subcontractors), CONSULTANT shall not independently verify the validity, completeness, or accuracy of such information unless otherwise expressly engaged to do so in writing by CITY.

22. Termination of Agreement. CITY may terminate this Agreement without cause by giving CONSULTANT ten (10) days advance written notice from the City Manager. CONSULTANT may terminate this Agreement without cause by giving CITY thirty (30) days advance written notice. CONSULTANT understands that continuation of this Agreement past June 30th of any given year is contingent upon appropriation of funds for such purpose in the budget of the City of Roseville in the sole discretion of the City Council. In the event of termination through no fault of CONSULTANT, CITY shall compensate CONSULTANT for services performed as of the date of termination, upon the release to CITY of all Material hereunder, in any and all media or formats in which such materials have been created or are maintained. CITY retains the right to receive and use any MATERIAL, notwithstanding any termination or any dispute regarding the amount to be paid.

23. Attorney's Fees; Venue; Governing Law. If either party commences any legal action against the other party arising out of this Agreement or the performance hereof, the

prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorney's fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

24. Modification. This Agreement and each provision contained herein may be waived, amended, supplemented or eliminated only by mutual written agreement of the parties.

25. Severability. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

26. Notices. Any notices to parties required by this Agreement shall be delivered personally or mailed, U.S. first class postage prepaid, addressed as follows:

CITY OF ROSEVILLE

Richard D. Plecker
Environmental Utilities Director
2005 Hilltop Circle
Roseville, CA 95747

CONSULTANT

Liz Durazo
Project Manager
11020 White Rock Road, Suite 200
Rancho Cordova, CA 95670

Either party may amend its address for notice by giving notice to the other party in writing.

27. Integrated Agreement. This is an integrated agreement and contains all of the terms, considerations, understanding and promises of the parties. It shall be read as a whole.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ____ day of _____, 20__, and CONSULTANT has caused this Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation

BROWN AND CALDWELL, a
California corporation

BY: _____
DOMINICK CASEY
City Manager

BY:  _____
its: Jeffrey R. Kivett, Vice President

ATTEST:

and

BY: _____
SONIA OROZCO
City Clerk

BY:  _____
its: Robert D. Goodson, Corporate Secretary

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY:  _____
RICHARD D. PLECKER
Environmental Utilities Director

EXHIBIT “A”

EXHIBIT A

CITY OF ROSEVILLE ENVIRONMENTAL UTILITIES ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES

1.0 Facility Types

Professional Construction Management and Inspection Support Services to be performed on an on-call basis for a variety of projects at these types of City facilities:

1. Wastewater Treatment Plants
2. Water Treatment Plant
3. Distribution and Collection Systems for Water, Recycled Water and Sewer
4. Pump Stations
5. Water Storage Facilities

2.0 SCOPE OF SERVICES

The On-Call Construction Management and Inspection Services Contract will involve the following scope of services areas provided to the Environmental Utilities Department on an as needed task order basis. Projects assigned to Consultants may be located within the City of Roseville or at the City's Barton Road Water Treatment Plant and may be associated with any of the Environmental Utilities' water, wastewater, or recycled water facility types included in Section 1.0 above. Specific project work activities will be managed by an assigned Project Manager within the Environmental Utilities Department.

2.1 Construction Management Project Management

The following are minimum expected deliverables and project management responsibilities expected of the consultant.

- a. Monthly invoicing with summary of work performed, issues identified, and table showing percent spent verse percent complete for the task order assignment.
- b. Contractor schedule evaluation and tracking (actual vs. planned progress).
- c. Project meetings with City staff and other entities as determined necessary and preparation of agendas and meeting minutes.
- d. Coordination and communications between City, Contractor, Design Consultant, and with external utility representatives.

2.2 Pre-Construction Phase

The Consultant shall visit, and become familiar with the project site and associated construction areas. Consultant shall review the project documents and become familiar with the following.

- a. Contract documents including but not limited to construction contract, drawings and specifications.
- b. Phasing, scheduling, and sequencing of construction.
- c. Local, state, and federal regulations pertaining to the project.
- d. City policy and procedure.
- e. Environmental documents and required mitigation measures.

Consultant may attend a kick-off meeting with the City Project Manager and/or the Design Engineer to become familiar with the scope of work and the City's construction management and inspection procedure. Consultant may be asked to attend a pre-construction conference and/or public information meetings.

Scope under this task may also involve the Consultant providing constructability review of design documents prior to contractor procurement, and/or providing input on development of front end specifications.

2.3 Construction Contract Administration

The following are minimum expected responsibilities of the selected consultant relating to construction contract administration.

- a. Records management. Consultant to propose records management system as appropriate for each project scale. At a minimum consultant will be required to track and manage submittals, RFIs, change events and other CM data management activities on each project.
- b. Lead and document the weekly progress meetings.
- c. Coordinate, lead and document site meetings with the Contractor, Design Engineer and City staff as necessary.
- d. Develop and maintain equipment and labor tracking logs.
- e. Review of Contractor's contract execution for compliance with Contract Document requirements.
- f. Review of Contractor's pay requests (including certified payroll and labor compliance) and make recommendations to City as to acceptability of request.
- g. Review and routing of Contractor's submittals for compliance with Contract Documents.

- h. Review and routing of Contractor's requests for information (RFIs) and either provide information from Contract Documents back to the Contractor or route response from Design Engineer for resolution.
- i. Routing of Design Engineer's revised documents to the Contractor.
- j. Tracking and review of Contractor's record drawing changes. The Consultant shall be responsible for verifying that all as-builts have been accurately updated, for work conducted during each payment cycle, prior to submitting the Contractor's payment request. The Consultant shall include a signed certification with each payment cycle, indicating that the as-builts submitted during the cycle, accurately reflect the construction modifications from the design plans set.
- k. Communication with Contractor regarding acceptability of work.
- l. Coordination with the Contractor regarding testing and start-up.
- m. Review of Contractor's quality assurance materials testing services.
- n. Review of Contractor's compliance with all regulatory permits and mitigation measures.
- o. Review of Contractor's compliance with workplace safety and health standards and notification to City of non-compliance.

2.4 Change Management

The following are minimum expected responsibilities of the selected consultant relating to project change management.

- a. Review of submittals in support, and recommendations for resolution, of claims and disputes.
- b. Investigation and inspection of site conditions that differ from those described in the Contract Documents.
- c. Development of change order requests.
- d. Review and evaluation of contractor contract change order submittals.
- e. Coordination of approval of change orders to City prior to authorizing Contractor to perform work.

2.5 Field Inspections

Consultant to provide field inspection staff capable of inspecting civil, mechanical, architectural, structural, electrical, and process and instrumentation construction.

- a. Review and inspection of Contractor's work for compliance with Contract Documents on a daily basis.
- b. Review and monitoring of corrective actions taken by Contractor needed to fix work that is not in compliance with the Contract Documents.

- c. Completion of field inspection diaries.
- d. Maintaining digital labeled and logged photographic records of construction in progress.
- e. Review of Contractor's compliance with workplace safety and health standards and notification to City of non-compliance.
- f. Review of Contractor's survey layouts.

2.6 Specialty Inspections

Consultant to provide and coordinate with their subcontractors for the following types of specialty inspections as needed for the project.

- a. Concrete Inspection.
- b. Welding Inspection.
- c. Coating Inspection (i.e. potable water tanks, recycled water tanks, metal components).
- d. Structural Inspections (i.e. rebar, masonry, roofing).
- e. Other, as required.

2.7 Final Completion Services

The following are minimum expected responsibilities of the selected consultant relating to project final completion.

- a. Provide coordination, review of submittals and oversight for system disinfection, testing, commissioning and start-up.
- b. Site inspection to determine if facilities are complete and in compliance with Contract Documents.
- c. Coordinate with the Contractor to ensure that all the required submittals including operations and maintenance manuals, warranties, bonds, lien release information and record drawing have been submitted and approved.
- d. Coordination and scheduling of construction walk-through, and final inspection with the City, Contractor and Design Engineer.
- e. Preparation of punch list and inspection of punch list item corrective actions.
- f. Final review submittals (in consultation with the Design Engineer) of any as-built drawings made by the Contractor during construction.
- g. Recommendation to City as to the release of payments and retention to Contractor.
- h. Preparation and submittal of a complete set of organized construction contract records.

EXHIBIT “B”

Brown and Caldwell
11020 White Rock Road
Suite 200
Rancho Cordova, CA 95670
www.browncaldwell.com



May 26, 2021

Janice Gainey, P.E., Senior Engineer
City of Roseville Environmental Utilities-Engineering
2005 Hilltop Circle
Roseville, CA 95747
JRGainey@roseville.ca.us

Subject: On-Call Construction Management and Inspection Services - Environmental Utilities - RFP #08-090

Dear Janice:

In compliance with the requirements of the Request for Proposal (RFP), Brown and Caldwell (BC) is pleased to submit the enclosed rates complete with job titles and billing rates for our construction management and inspection services team. It is our understanding that services provided to the City will be compensated on a time and expense basis. These include telephone, computer, postage, copying and similar charges. Subconsultants will be billed at cost plus 5 percent, and company vehicle mileage charged at the current IRS approved standard mileage rate of 56.0 cents per mile.

We look forward to the opportunity to work with you on upcoming projects. If you have any questions, please contact Liz Durazo at 916.853.5303 or edurazo@brwnncald.com.

Sincerely,

BROWN AND CALDWELL

A handwritten signature in blue ink, appearing to read 'Elizabeth R. Durazo'.

Liz Durazo
Project Manager

A handwritten signature in blue ink, appearing to read 'Jeff Kivett'.

Jeff Kivett
Vice President

BC Hourly Rates

TABLE 1// Hourly rates for Brown and Caldwell

Level	Engineering	Technical/Scientific	Administrative	Hourly Rate
A			Office/Support Services I	\$57
B	Drafter Trainee	Field Service Technician I	Word Processor I Office/Support Services II	\$64
C	Assistant Drafter	Field Service Technician II	Word Processor II Office/Support Services III	\$73
D	Drafter Engineering Aide Inspection Aide	Field Service Technician III	Accountant I Word Processor III Office/Support Services IV	\$80
E	Engineer I Senior Drafter Senior Illustrator Inspector I	Geologist/Hydrogeologist I Scientist I Senior Field Service Technician	Accountant II Word Processor IV	\$89
F	Engineer II Inspector II Lead Drafter Lead Illustrator	Geologist/Hydrogeologist II Scientist II	Accountant III Area Business Operations Mgr Technical Writer Word Processing Supervisor	\$112
G	Engineer III Inspector III Senior Designer Supervising Drafter Supervising Illustrator	Geologist/Hydrogeologist III Scientist III	Accountant IV Administrative Manager	\$133
H	Senior Engineer Principal Designer Senior Construction Engineer Senior Engineer	Senior Geologist/ Hydrogeologist Senior Scientist	Senior Technical Writer	\$154
I	Principal Engineer Principal Construction Engineer Supervising Designer	Principal Geologist/ Hydrogeologist Principal Scientist	Corp.Contract Administrator	\$185
J	Supervising Engineer Supervising Constr. Engineer Supervising Engineer	Supervising Scientist Supervising Geologist/ Hydrogeologist	Assistant Controller	\$212
K	Managing Engineer	Managing Geologist/ Hydrogeologist Managing Scientist	Area Bus Ops Mgr IV	\$247
L	Chief Engineer Executive Engineer	Chief Scientist Chief Geologist/Hydrogeologist	Corp Marketing Comm. Mgr.	\$268
M	Vice President			\$296
N	Senior Vice President			\$352
O	President/Executive Vice President			\$352
P	Chief Executive Officer			\$352

Notes: Brown and Caldwell hourly billing rates are revised annually to reflect changes in employee pay rates. The above rates are effective through December 31, 2021. An escalation factor of 4 percent will be applied to the BC rates to account for the anticipated change in hourly rates for each new calendar year, beginning January 1, 2022.

RESOLUTION NO. 21-363

APPROVING AN ON-CALL PROFESSIONAL SERVICES AGREEMENT, BY AND
BETWEEN THE CITY OF ROSEVILLE AND CAROLLO ENGINEERS, INC., AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF
THE CITY OF ROSEVILLE

WHEREAS, an on-call professional services agreement to provide Environmental Utilities On-Call Construction Management and Inspection Services, by and between the City of Roseville and Carollo Engineers, Inc., has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said on-call agreement is hereby approved and the City Manager is authorized to execute it on behalf of the City of Roseville.

BE IT FURTHER RESOLVED that the City Manager or his designee is authorized to execute four (4) additional one (1) year renewals without further City Council approval, provided that the applicable budget is approved by the City Council each year, or until City staff determines that continuing with the same vendor is not in the City's best interest.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

ON-CALL PROFESSIONAL SERVICES AGREEMENT

Services: Environmental Utilities On-Call Construction Management and Inspection

THIS AGREEMENT is made and entered into this ____ day of _____, 20__,
by and between the City of Roseville, a municipal corporation ("CITY"), and Carollo Engineers,
Inc., a Delaware corporation ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY issued Request for Proposal # 08-090 for professional services
consisting of on-call construction management and inspection services related to environmental
utilities; and

WHEREAS, CONSULTANT has prepared a response to the Request for Proposal dated
May 26, 2021, which describes the scope of services to be performed by CONSULTANT, and
the hourly rates for performance of such services; and

WHEREAS, CONSULTANT is qualified and experienced to provide professional
construction management and inspection services related to environmental utilities on an on-call
basis.

NOW, THEREFORE, the parties agree as follows:

1. Term. The term of this Agreement shall commence upon execution and expire on
June 30, 2022. The City Manager may, in his or her discretion, elect to extend the Agreement in
one (1) year increments for up to an additional four (4) years by giving CONSULTANT thirty

(30) days advance written notice of each optional one (1) year renewal. Such extensions shall be memorialized by a written amendment to this Agreement.

2. Services. CONSULTANT shall perform, at the direction of CITY, the scope of the on-call services as described in EXHIBIT "A," attached hereto and incorporated herein by this reference. Individual tasks will be awarded by CITY on an as-needed basis. CITY may assign work to one, or more than one consultant from an approved qualified list. CITY reserves the right to unilaterally assign work to any consultant as it deems prudent or, if no services are required, no work. CITY makes no specific guarantee of a minimum or maximum number of hours or amount of tasks or services, which shall be required of any single consultant. In addition, the inclusion of any consultant on any qualified list, if so utilized by CITY, shall in no way be considered an exclusive agreement to provide service for CITY.

3. Compensation. For its services provided hereunder, CONSULTANT shall be compensated on a time and expense basis in accordance with the hourly rates as described in EXHIBIT "B," attached hereto and incorporated herein by this reference. Any proposed increase in the effective rates for future services must be preceded by at least a 90-day written notice to the contracting department. Total compensation shall not exceed three hundred thousand dollars per year (\$300,000). Total compensation for optional renewal years of this Agreement shall not exceed three hundred thousand dollars per year (\$300,000). Adjustment to the total compensation per year shall require a written amendment to this Agreement, subject to approval by the City Council.

CONSULTANT shall submit one monthly invoice for its services. Such invoices shall be delineated by task, the person performing the services, and the hourly rate, which shall be stated in time increments of not greater than one tenth (1/10) hours. CITY shall pay invoices within

thirty (30) days after receipt, if the services specified in the invoice have been satisfactorily completed.

4. Indemnification. To the fullest extent allowed by law, CONSULTANT shall defend, indemnify, and save and hold harmless CITY, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of CONSULTANT's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from CITY's sole negligence or willful misconduct. The parties intend that this provision shall be broadly construed. Notwithstanding any terms of this section, indemnification and defense obligations shall conform to California Civil Code Section 2782.8.

CONSULTANT agrees to defend and indemnify CITY if, despite the parties intent and practice, any venue, agency, or court with competent jurisdiction determines that CONSULTANT and/or any of its agents, officers, employees, volunteers, independent contractors, or subcontractors, are characterized as employee(s) of CITY.

CONSULTANT's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

5. Insurance. CONSULTANT agrees to continuously maintain, in full force and effect, the following minimum policies of insurance during the term of this Agreement.

<u>COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
Workers' Compensation	Statutory
Commercial General Liability	\$1,000,000 each occurrence \$2,000,000 aggregate Personal Injury: \$1,000,000 each occurrence \$2,000,000 aggregate
Automobile Liability	\$1,000,000 combined single limit
Professional Liability (errors and omissions)	\$1,000,000 per claim \$2,000,000 aggregate

a. Form. CONSULTANT shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.

b. Additional Insureds. CONSULTANT shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of CONSULTANT. The additional insured coverage under the CONSULTANT's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and

limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

c. Cancellation/Modification. CONSULTANT shall provide ten (10) days written notice to CITY prior to cancellation or modification of any insurance required by this Agreement.

d. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of CITY (if agreed to in a written contract) before CITY's own insurance shall be called upon to protect it as a named insured.

e. Subcontractors. CONSULTANT agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, CONSULTANT shall require its subcontractors to agree to be bound to CONSULTANT and CITY in the same manner and to the same extent as CONSULTANT is bound to CITY under this Agreement. Additionally, CONSULTANT shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of CITY's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.

f. Self-Insured Retentions. All self-insured retentions ("SIR") must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or CITY. CITY reserves the right to obtain a full

certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

g. Waiver of Subrogation. CONSULTANT hereby agrees to waive subrogation which any insurer of CONSULTANT may acquire from CONSULTANT by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of CITY, its officers, agents, employees and volunteers for all work performed by CONSULTANT, its employees, agents and subcontractors.

h. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONSULTANT of liability in excess of such coverage, nor shall it preclude CITY from taking such other actions as are available to it under any other provisions of this Agreement or law.

6. Records. CONSULTANT and its subcontractors shall maintain all files and records relating to the services performed hereunder during the term of this Agreement and for a period of not less than one (1) year after the date of termination or expiration. Provided, however, that in the event of litigation or settlement of claims arising from the performance of this Agreement, CONSULTANT and its subcontractors shall maintain all files and records until such litigation, appeals or claims are resolved. Duly authorized representatives of CITY shall have right of access during normal business hours and after reasonable notice to CONSULTANT's and subcontractors' files and records relating to the services performed hereunder, and may review and copy the files and records at appropriate stages during performance of the services and during the one (1) year period following termination or

expiration of this Agreement. CONSULTANT shall include this provisions in its contracts with all subcontractors.

7. Prevailing Wages. When applicable, for purposes of this Agreement, CONSULTANT and its subcontractors shall comply with all applicable prevailing wage laws, e.g., but not limited to, California Labor Code Sections 1770 et seq. In accordance with said Section 1775, CONSULTANT shall forfeit as a penalty to the City two hundred dollars (\$200) for each calendar day or portion thereof for each worker paid less than the prevailing rates for such work or craft in which such worker is employed for any work done on-site under the Agreement by CONSULTANT or by any subcontractor in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage shall be paid to each worker by CONSULTANT or the applicable subcontractor.

Pursuant to the provisions of California Labor Code Section 1773, the contracting department has identified the source, stated below, of the general prevailing rate of wages applicable to the site to be done, for straight time, overtime, and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of worker concerned. These wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.

Pursuant to Labor Code Section 1773.2, general prevailing wage rates set forth above, which forms a part of this Agreement, shall be posted by CONSULTANT at a prominent place at

the work site. Prevailing wage rates to be posted at the work site will be furnished by the contracting department. The possibility of wage increases is one of the elements to be considered by CONSULTANT in determining its proposal, and will not under any circumstances be considered as the basis of a claim against CITY or the Agreement.

8. Contractor Registration. No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this Agreement, CONSULTANT and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. CONSULTANT is hereby notified that this Agreement is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

9. Time is of the Essence. Time is of the essence of this Agreement.

10. Delays. CONSULTANT is not responsible for damage or delay in performance caused by events beyond the reasonable control of CONSULTANT. In the event CONSULTANT's services are suspended, delayed or interrupted for the convenience of CITY or delays occur beyond the reasonable control of CONSULTANT, an equitable adjustment in CONSULTANT's time of performance and cost of CONSULTANT's personnel and subcontractors may be made.

11. Compliance with Laws. CONSULTANT shall comply with all federal, state and local laws, ordinances and policies as may be applicable to the performance of services under this Agreement.

12. Ability to Perform. CONSULTANT agrees and represents that it has the time, ability and professional expertise to perform the services required under this Agreement.

13. Governing Agreement. In the event of any conflict between this Agreement and its EXHIBITS, the provisions of this Agreement shall govern. In the event of any conflict between any of the EXHIBITS, the provisions of the first in order of attachment shall govern.

14. Assignment. CONSULTANT is employed to perform unique personal services. CONSULTANT shall not assign this Agreement without the prior written consent of CITY. CONSULTANT shall not employ or otherwise incur any obligation to pay other specialists or experts for services in connection with this Agreement, without prior written consent of CITY.

15. Independent Contractor. CONSULTANT, inclusive of its agents, officers, employees, volunteers, independent contractors, and subcontractors, shall act as an independent contractor, and covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of CITY by reason of this Agreement.

CONSULTANT and CITY agree that: (a) CONSULTANT is free from the control and direction of CITY in connection with the performance of the work; (b) CONSULTANT is providing services directly to CITY; (c) CONSULTANT has and will maintain at all relevant times a business license; (d) CONSULTANT maintains a business location that is separate from CITY; (e) CONSULTANT is customarily engaged in an independently established business of the same nature as that involved in the work performed hereunder; (f) CONSULTANT actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from CITY; (g) CONSULTANT advertises and holds itself out to the public as available to provide the same or similar services; (h) CONSULTANT provides its own tools, vehicles, and equipment to perform the services; (i) CONSULTANT has negotiated its own rates; (j) CONSULTANT set its own hours and location

of work in accomplishing CITY's on-call needs; and (k) CONSULTANT has the right to control the manner and means of accomplishing the result desired and exercises its own expert independent judgement.

16. Representations and Warranties. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to terminate as void this Agreement, without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

17. Successors in Interest. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

18. Copyright, Ownership and Use of Materials. All tangible material ("Material") created or delivered pursuant to this Agreement is considered a work made for hire under the Copyright Act. To the extent such Material does not qualify as a work made for hire, CONSULTANT hereby assigns to CITY all right, title, and interest, including but not limited to all copyrights, in all Material created by CONSULTANT in its performance under this Agreement. Material constitutes the scope of work outlined in Exhibit A and attached hereto, and all written and other tangible expressions, including but not limited to, drawings (including computer aided drawings), papers, documents, reports, surveys, renderings, exhibits, sketches, maps, models, prints, paintings or photographs, in any and all media or formats in which such

materials have been created or are maintained. All Material furnished by CONSULTANT is, and shall remain, the property of CITY.

CONSULTANT shall execute any documents necessary to effectuate such assignment. In the event that CONSULTANT uses, employs, designates, or retains any person or entity who is not an employee of CONSULTANT, to perform any work required of it pursuant to this Agreement, CONSULTANT shall require said person or entity to execute an agreement containing the preceding paragraph.

19. Termination of Agreement. CITY may terminate this Agreement without cause by giving CONSULTANT ten (10) days advance written notice from the City Manager. CONSULTANT may terminate this Agreement without cause by giving CITY thirty (30) days advance written notice. CONSULTANT understands that continuation of this Agreement past June 30th of any given year is contingent upon appropriation of funds for such purpose in the budget of the City of Roseville in the sole discretion of the City Council. In the event of termination through no fault of CONSULTANT, CITY shall compensate CONSULTANT for services performed as of the date of termination, upon the release to CITY of all Material hereunder, in any and all media or formats in which such materials have been created or are maintained. CITY retains the right to receive and use any MATERIAL, notwithstanding any termination or any dispute regarding the amount to be paid.

20. Attorney's Fees; Venue; Governing Law. If either party commences any legal action against the other party arising out of this Agreement or the performance hereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorney's fees. Any action arising out of this Agreement shall be brought in Placer County, California,

regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

21. Modification. This Agreement and each provision contained herein may be waived, amended, supplemented or eliminated only by mutual written agreement of the parties.

22. Severability. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

23. Notices. Any notices to parties required by this Agreement shall be delivered personally or mailed, U.S. first class postage prepaid, addressed as follows:

CITY OF ROSEVILLE

Richard D. Plecker
Environmental Utilities Director
2005 Hilltop Circle
Roseville, CA 95747

CONSULTANT

Keith Corcoran
Project Manager
2880 Gateway Oaks Drive, Suite 300
Sacramento, CA 95833

Either party may amend its address for notice by giving notice to the other party in writing.

24. Integrated Agreement. This is an integrated agreement and contains all of the terms, considerations, understanding and promises of the parties. It shall be read as a whole.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ____ day of _____, 20__, and CONSULTANT has caused this Agreement to be executed.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF ROSEVILLE, a
municipal corporation

BY: _____
DOMINICK CASEY
City Manager

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

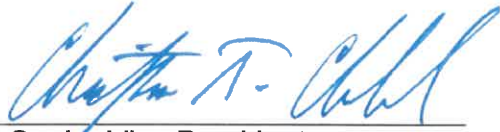
APPROVED AS TO SUBSTANCE:

BY: 
RICHARD D. PLECKER
Environmental Utilities Director

CAROLLO ENGINEERS, INC., a
Delaware corporation

BY: 
its: Vice President

and

BY: 
its: Senior Vice President

CERTIFICATION

This is to certify that the undersigned, Michael W. Barnes, as Corporate Secretary and General Counsel for **Carollo Engineers, Inc.**, is authorized to state and certify: That by corporate policy approved by the Board of Directors on 02/07/2011, Christopher T. Cleveland, Senior Vice President, and Beverly J. Hann, Vice President, are authorized to execute engineering service agreements for the usual and customary engineering business of the company.

Dated: July 12, 2021



Michael W. Barnes
Corporate Secretary & General Counsel

EXHIBIT “A”

EXHIBIT A

CITY OF ROSEVILLE ENVIRONMENTAL UTILITIES ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES

1.0 Facility Types

Professional Construction Management and Inspection Support Services to be performed on an on-call basis for a variety of projects at these types of City facilities:

1. Wastewater Treatment Plants
2. Water Treatment Plant
3. Distribution and Collection Systems for Water, Recycled Water and Sewer
4. Pump Stations
5. Water Storage Facilities

2.0 SCOPE OF SERVICES

The On-Call Construction Management and Inspection Services Contract will involve the following scope of services areas provided to the Environmental Utilities Department on an as needed task order basis. Projects assigned to Consultants may be located within the City of Roseville or at the City's Barton Road Water Treatment Plant and may be associated with any of the Environmental Utilities' water, wastewater, or recycled water facility types included in Section 1.0 above. Specific project work activities will be managed by an assigned Project Manager within the Environmental Utilities Department.

2.1 Construction Management Project Management

The following are minimum expected deliverables and project management responsibilities expected of the consultant.

- a. Monthly invoicing with summary of work performed, issues identified, and table showing percent spent verse percent complete for the task order assignment.
- b. Contractor schedule evaluation and tracking (actual vs. planned progress).
- c. Project meetings with City staff and other entities as determined necessary and preparation of agendas and meeting minutes.
- d. Coordination and communications between City, Contractor, Design Consultant, and with external utility representatives.

2.2 Pre-Construction Phase

The Consultant shall visit, and become familiar with the project site and associated construction areas. Consultant shall review the project documents and become familiar with the following.

- a. Contract documents including but not limited to construction contract, drawings and specifications.
- b. Phasing, scheduling, and sequencing of construction.
- c. Local, state, and federal regulations pertaining to the project.
- d. City policy and procedure.
- e. Environmental documents and required mitigation measures.

Consultant may attend a kick-off meeting with the City Project Manager and/or the Design Engineer to become familiar with the scope of work and the City's construction management and inspection procedure. Consultant may be asked to attend a pre-construction conference and/or public information meetings.

Scope under this task may also involve the Consultant providing constructability review of design documents prior to contractor procurement, and/or providing input on development of front end specifications.

2.3 Construction Contract Administration

The following are minimum expected responsibilities of the selected consultant relating to construction contract administration.

- a. Records management. Consultant to propose records management system as appropriate for each project scale. At a minimum consultant will be required to track and manage submittals, RFIs, change events and other CM data management activities on each project.
- b. Lead and document the weekly progress meetings.
- c. Coordinate, lead and document site meetings with the Contractor, Design Engineer and City staff as necessary.
- d. Develop and maintain equipment and labor tracking logs.
- e. Review of Contractor's contract execution for compliance with Contract Document requirements.
- f. Review of Contractor's pay requests (including certified payroll and labor compliance) and make recommendations to City as to acceptability of request.
- g. Review and routing of Contractor's submittals for compliance with Contract Documents.

- h. Review and routing of Contractor's requests for information (RFIs) and either provide information from Contract Documents back to the Contractor or route response from Design Engineer for resolution.
- i. Routing of Design Engineer's revised documents to the Contractor.
- j. Tracking and review of Contractor's record drawing changes. The Consultant shall be responsible for verifying that all as-builts have been accurately updated, for work conducted during each payment cycle, prior to submitting the Contractor's payment request. The Consultant shall include a signed certification with each payment cycle, indicating that the as-builts submitted during the cycle, accurately reflect the construction modifications from the design plans set.
- k. Communication with Contractor regarding acceptability of work.
- l. Coordination with the Contractor regarding testing and start-up.
- m. Review of Contractor's quality assurance materials testing services.
- n. Review of Contractor's compliance with all regulatory permits and mitigation measures.
- o. Review of Contractor's compliance with workplace safety and health standards and notification to City of non-compliance.

2.4 Change Management

The following are minimum expected responsibilities of the selected consultant relating to project change management.

- a. Review of submittals in support, and recommendations for resolution, of claims and disputes.
- b. Investigation and inspection of site conditions that differ from those described in the Contract Documents.
- c. Development of change order requests.
- d. Review and evaluation of contractor contract change order submittals.
- e. Coordination of approval of change orders to City prior to authorizing Contractor to perform work.

2.5 Field Inspections

Consultant to provide field inspection staff capable of inspecting civil, mechanical, architectural, structural, electrical, and process and instrumentation construction.

- a. Review and inspection of Contractor's work for compliance with Contract Documents on a daily basis.
- b. Review and monitoring of corrective actions taken by Contractor needed to fix work that is not in compliance with the Contract Documents.

- c. Completion of field inspection diaries.
- d. Maintaining digital labeled and logged photographic records of construction in progress.
- e. Review of Contractor's compliance with workplace safety and health standards and notification to City of non-compliance.
- f. Review of Contractor's survey layouts.

2.6 Specialty Inspections

Consultant to provide and coordinate with their subcontractors for the following types of specialty inspections as needed for the project.

- a. Concrete Inspection.
- b. Welding Inspection.
- c. Coating Inspection (i.e. potable water tanks, recycled water tanks, metal components).
- d. Structural Inspections (i.e. rebar, masonry, roofing).
- e. Other, as required.

2.7 Final Completion Services

The following are minimum expected responsibilities of the selected consultant relating to project final completion.

- a. Provide coordination, review of submittals and oversight for system disinfection, testing, commissioning and start-up.
- b. Site inspection to determine if facilities are complete and in compliance with Contract Documents.
- c. Coordinate with the Contractor to ensure that all the required submittals including operations and maintenance manuals, warranties, bonds, lien release information and record drawing have been submitted and approved.
- d. Coordination and scheduling of construction walk-through, and final inspection with the City, Contractor and Design Engineer.
- e. Preparation of punch list and inspection of punch list item corrective actions.
- f. Final review submittals (in consultation with the Design Engineer) of any as-built drawings made by the Contractor during construction.
- g. Recommendation to City as to the release of payments and retention to Contractor.
- h. Preparation and submittal of a complete set of organized construction contract records.

EXHIBIT “B”

May 26, 2021

City of Roseville
Attn: City Clerk Department
311 Vernon Street
Roseville, CA 95678

Subject: Cost Proposal for On-call Construction Management and Inspection Services, RFP#08-090

Selection Committee:

Carollo has reviewed the requirements of the City's RFP for the On-call Construction Management and Inspection Services contract. We have prepared the enclosed fee schedule for our proposed Carollo staff. We have also included our specialty subconsultant inspectors full fee schedules as this time since scope for these services are job specific and have yet to be defined.

Sincerely,

CAROLLO ENGINEERS, INC.



Keith Corcoran, P.E.
Project Manager

**CAROLLO ENGINEERS, INC.
FEE SCHEDULE**

As of January 1, 2021

	<u>Hourly Rate Range</u>
Construction Managers	
Construction Managers (Keith Corcoran, Mauricio Gomez)	\$190-210
Senior Construction Managers (Dan Mount, Chris Powell, Deb Hart, Sam Hawkins)	\$210-230
Principal Construction Managers (Michael Warriner)	\$275
Inspectors	
Inspector (Joe Juneau, Jeff VanNest)	\$140-170
Senior Inspector (Jacob Tejeras, Brad Munson, Bob Carlon)	\$170-190
Support Staff	
Document Processing / Clerical	\$129
Project Equipment Communication Expense (PECE) Per DL Hour	\$13
Other Direct Expenses	
Travel	at cost
Mileage at IRS Reimbursement Rate	\$.56 per mile
Subconsultant	cost + 5%
Other Direct Cost	at cost
Expert Witness	Rate x 2.0

This fee schedule is subject to annual revisions due to labor adjustments.

RESOLUTION NO. 21-364

APPROVING AN ON-CALL PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND KENNEDY/JENKS CONSULTANTS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an on-call professional services agreement to provide Environmental Utilities On-Call Construction Management and Inspection Services, by and between the City of Roseville and Kennedy/Jenks Consultants, Inc., has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said on-call agreement is hereby approved and the City Manager is authorized to execute it on behalf of the City of Roseville.

BE IT FURTHER RESOLVED that the City Manager or his designee is authorized to execute four (4) additional one (1) year renewals without further City Council approval, provided that the applicable budget is approved by the City Council each year, or until City staff determines that continuing with the same vendor is not in the City's best interest.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

ON-CALL PROFESSIONAL SERVICES AGREEMENT

Services: Environmental Utilities On-Call Construction Management and Inspection

THIS AGREEMENT is made and entered into this ____ day of _____, 20__,
by and between the City of Roseville, a municipal corporation ("CITY"), and Kennedy/Jenks
Consultants, Inc., a California corporation ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY issued Request for Proposal # 08-090 for professional services
consisting of on-call construction management and inspection services related to environmental
utilities; and

WHEREAS, CONSULTANT has prepared a response to the Request for Proposal dated
May 26, 2021, which describes the scope of services to be performed by CONSULTANT, and
the hourly rates for performance of such services; and

WHEREAS, CONSULTANT is qualified and experienced to provide professional
construction management and inspection services related to environmental utilities on an on-call
basis.

NOW, THEREFORE, the parties agree as follows:

1. Term. The term of this Agreement shall commence upon execution and expire on
June 30, 2022. The City Manager may, in his or her discretion, elect to extend the Agreement in
one (1) year increments for up to an additional four (4) years by giving CONSULTANT thirty

(30) days advance written notice of each optional one (1) year renewal. Such extensions shall be memorialized by a written amendment to this Agreement.

2. Services. CONSULTANT shall perform, at the direction of CITY, the scope of the on-call services as described in EXHIBIT "A," attached hereto and incorporated herein by this reference. Individual tasks will be awarded by CITY on an as-needed basis. CITY may assign work to one, or more than one consultant from an approved qualified list. CITY reserves the right to unilaterally assign work to any consultant as it deems prudent or, if no services are required, no work. CITY makes no specific guarantee of a minimum or maximum number of hours or amount of tasks or services, which shall be required of any single consultant. In addition, the inclusion of any consultant on any qualified list, if so utilized by CITY, shall in no way be considered an exclusive agreement to provide service for CITY.

3. Compensation. For its services provided hereunder, CONSULTANT shall be compensated on a time and expense basis in accordance with the hourly rates as described in EXHIBIT "B," attached hereto and incorporated herein by this reference. Any proposed increase in the effective rates for future services must be preceded by at least a 90-day written notice to the contracting department. Total compensation shall not exceed three hundred thousand dollars per year (\$300,000). Total compensation for optional renewal years of this Agreement shall not exceed three hundred thousand dollars per year (\$300,000). Adjustment to the total compensation per year shall require a written amendment to this Agreement, subject to approval by the City Council.

CONSULTANT shall submit one monthly invoice for its services. Such invoices shall be delineated by task, the person performing the services, and the hourly rate, which shall be stated in time increments of not greater than one tenth (1/10) hours. CITY shall pay invoices within

thirty (30) days after receipt, if the services specified in the invoice have been satisfactorily completed.

4. Indemnification. To the fullest extent allowed by law, CONSULTANT shall defend, indemnify, and save and hold harmless CITY, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of CONSULTANT's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from CITY's sole negligence or willful misconduct. The parties intend that this provision shall be broadly construed.

CONSULTANT agrees to defend and indemnify CITY if, despite the parties intent and practice, any venue, agency, or court with competent jurisdiction determines that CONSULTANT and/or any of its agents, officers, employees, volunteers, independent contractors, or subcontractors, are characterized as employee(s) of CITY.

CONSULTANT's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

5. Insurance. CONSULTANT agrees to continuously maintain, in full force and effect, the following minimum policies of insurance during the term of this Agreement.

<u>COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
Workers' Compensation	Statutory
Commercial General Liability	\$1,000,000 each occurrence \$2,000,000 aggregate Personal Injury: \$1,000,000 each occurrence \$2,000,000 aggregate
Automobile Liability	\$1,000,000 combined single limit
Professional Liability (errors and omissions)	\$1,000,000 per claim \$2,000,000 aggregate

a. Form. CONSULTANT shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.

b. Additional Insureds. CONSULTANT shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of CONSULTANT. The additional insured coverage under the CONSULTANT's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and

limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

c. Cancellation/Modification. CONSULTANT shall provide ten (10) days written notice to CITY prior to cancellation or modification of any insurance required by this Agreement.

d. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of CITY (if agreed to in a written contract) before CITY's own insurance shall be called upon to protect it as a named insured.

e. Subcontractors. CONSULTANT agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, CONSULTANT shall require its subcontractors to agree to be bound to CONSULTANT and CITY in the same manner and to the same extent as CONSULTANT is bound to CITY under this Agreement. Additionally, CONSULTANT shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of CITY's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.

f. Self-Insured Retentions. All self-insured retentions ("SIR") must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or CITY. CITY reserves the right to obtain a full

certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

g. Waiver of Subrogation. CONSULTANT hereby agrees to waive subrogation which any insurer of CONSULTANT may acquire from CONSULTANT by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of CITY, its officers, agents, employees and volunteers for all work performed by CONSULTANT, its employees, agents and subcontractors.

h. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONSULTANT of liability in excess of such coverage, nor shall it preclude CITY from taking such other actions as are available to it under any other provisions of this Agreement or law.

6. Records. CONSULTANT and its subcontractors shall maintain all files and records relating to the services performed hereunder during the term of this Agreement and for a period of not less than one (1) year after the date of termination or expiration. Provided, however, that in the event of litigation or settlement of claims arising from the performance of this Agreement, CONSULTANT and its subcontractors shall maintain all files and records until such litigation, appeals or claims are resolved. Duly authorized representatives of CITY shall have right of access during normal business hours and after reasonable notice to CONSULTANT's and subcontractors' files and records relating to the services performed hereunder, and may review and copy the files and records at appropriate stages during performance of the services and during the one (1) year period following termination or

expiration of this Agreement. CONSULTANT shall include this provisions in its contracts with all subcontractors.

7. Prevailing Wages. When applicable, for purposes of this Agreement, CONSULTANT and its subcontractors shall comply with all applicable prevailing wage laws, e.g., but not limited to, California Labor Code Sections 1770 et seq. In accordance with said Section 1775, CONSULTANT shall forfeit as a penalty to the City two hundred dollars (\$200) for each calendar day or portion thereof for each worker paid less than the prevailing rates for such work or craft in which such worker is employed for any work done on-site under the Agreement by CONSULTANT or by any subcontractor in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage shall be paid to each worker by CONSULTANT or the applicable subcontractor.

Pursuant to the provisions of California Labor Code Section 1773, the contracting department has identified the source, stated below, of the general prevailing rate of wages applicable to the site to be done, for straight time, overtime, and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of worker concerned. These wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.

Pursuant to Labor Code Section 1773.2, general prevailing wage rates set forth above, which forms a part of this Agreement, shall be posted by CONSULTANT at a prominent place at

the work site. Prevailing wage rates to be posted at the work site will be furnished by the contracting department. The possibility of wage increases is one of the elements to be considered by CONSULTANT in determining its proposal, and will not under any circumstances be considered as the basis of a claim against CITY or the Agreement.

8. Contractor Registration. No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this Agreement, CONSULTANT and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. CONSULTANT is hereby notified that this Agreement is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

9. Time is of the Essence. Time is of the essence of this Agreement.

10. Compliance with Laws. CONSULTANT shall comply with all federal, state and local laws, ordinances and policies as may be applicable to the performance of services under this Agreement.

11. Ability to Perform. CONSULTANT agrees and represents that it has the time, ability and professional expertise to perform the services required under this Agreement.

12. Governing Agreement. In the event of any conflict between this Agreement and its EXHIBITS, the provisions of this Agreement shall govern. In the event of any conflict between any of the EXHIBITS, the provisions of the first in order of attachment shall govern.

13. Assignment. CONSULTANT is employed to perform unique personal services. CONSULTANT shall not assign this Agreement without the prior written consent of CITY. CONSULTANT shall not employ or otherwise incur any obligation to pay other specialists or experts for services in connection with this Agreement, without prior written consent of CITY.

14. Independent Contractor. CONSULTANT, inclusive of its agents, officers, employees, volunteers, independent contractors, and subcontractors, shall act as an independent contractor, and covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of CITY by reason of this Agreement.

CONSULTANT and CITY agree that: (a) CONSULTANT is free from the control and direction of CITY in connection with the performance of the work; (b) CONSULTANT is providing services directly to CITY; (c) CONSULTANT has and will maintain at all relevant times a business license; (d) CONSULTANT maintains a business location that is separate from CITY; (e) CONSULTANT is customarily engaged in an independently established business of the same nature as that involved in the work performed hereunder; (f) CONSULTANT actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from CITY; (g) CONSULTANT advertises and holds itself out to the public as available to provide the same or similar services; (h) CONSULTANT provides its own tools, vehicles, and equipment to perform the services; (i) CONSULTANT has negotiated its own rates; (j) CONSULTANT set its own hours and location of work in accomplishing CITY's on-call needs; and (k) CONSULTANT has the right to control the manner and means of accomplishing the result desired and exercises its own expert independent judgement.

15. Representations and Warranties. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage,

brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to terminate as void this Agreement, without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

16. Successors in Interest. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

17. Copyright, Ownership and Use of Materials. All tangible material ("Material") created or delivered pursuant to this Agreement is considered a work made for hire under the Copyright Act. To the extent such Material does not qualify as a work made for hire, CONSULTANT hereby assigns to CITY all right, title, and interest, including but not limited to all copyrights, in all Material created by CONSULTANT in its performance under this Agreement. Material constitutes the scope of work outlined in Exhibit A and attached hereto, and all written and other tangible expressions, including but not limited to, drawings (including computer aided drawings), papers, documents, reports, surveys, renderings, exhibits, sketches, maps, models, prints, paintings or photographs, in any and all media or formats in which such materials have been created or are maintained. All Material furnished by CONSULTANT is, and shall remain, the property of CITY.

CONSULTANT shall execute any documents necessary to effectuate such assignment. In the event that CONSULTANT uses, employs, designates, or retains any person or entity who is not an employee of CONSULTANT, to perform any work required of it pursuant to this Agreement, CONSULTANT shall require said person or entity to execute an agreement containing the preceding paragraph.

18. Termination of Agreement. CITY may terminate this Agreement without cause by giving CONSULTANT ten (10) days advance written notice from the City Manager. CONSULTANT may terminate this Agreement without cause by giving CITY thirty (30) days advance written notice. CONSULTANT understands that continuation of this Agreement past June 30th of any given year is contingent upon appropriation of funds for such purpose in the budget of the City of Roseville in the sole discretion of the City Council. In the event of termination through no fault of CONSULTANT, CITY shall compensate CONSULTANT for services performed as of the date of termination, upon the release to CITY of all Material hereunder, in any and all media or formats in which such materials have been created or are maintained. CITY retains the right to receive and use any MATERIAL, notwithstanding any termination or any dispute regarding the amount to be paid.

19. Attorney's Fees; Venue; Governing Law. If either party commences any legal action against the other party arising out of this Agreement or the performance hereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorney's fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

20. Modification. This Agreement and each provision contained herein may be waived, amended, supplemented or eliminated only by mutual written agreement of the parties.

21. Severability. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

22. Notices. Any notices to parties required by this Agreement shall be delivered personally or mailed, U.S. first class postage prepaid, addressed as follows:

CITY OF ROSEVILLE

Richard D. Plecker
Environmental Utilities Director
2005 Hilltop Circle
Roseville, CA 95747

CONSULTANT

Ron Esmilla
Project Manager
2882 Prospect Park Drive, Suite 240
Rancho Cordova, CA 95670

Either party may amend its address for notice by giving notice to the other party in writing.

23. Integrated Agreement. This is an integrated agreement and contains all of the terms, considerations, understanding and promises of the parties. It shall be read as a whole.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ____ day of _____, 20__, and CONSULTANT has caused this Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation

KENNEDY/JENKS CONSULTANTS,
INC., a California corporation

BY: _____
DOMINICK CASEY
City Manager

BY:  _____
its: Jon Westervelt
Vice President
and

[SIGNATURES CONTINUED ON NEXT PAGE]

ATTEST:

BY: 
its: Gerald P. Cavaluzzi, Esq.
Vice President & Secretary

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: 
RICHARD D. PLECKER
Environmental Utilities Director

EXHIBIT “A”

EXHIBIT A

CITY OF ROSEVILLE ENVIRONMENTAL UTILITIES ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES

1.0 Facility Types

Professional Construction Management and Inspection Support Services to be performed on an on-call basis for a variety of projects at these types of City facilities:

1. Wastewater Treatment Plants
2. Water Treatment Plant
3. Distribution and Collection Systems for Water, Recycled Water and Sewer
4. Pump Stations
5. Water Storage Facilities

2.0 SCOPE OF SERVICES

The On-Call Construction Management and Inspection Services Contract will involve the following scope of services areas provided to the Environmental Utilities Department on an as needed task order basis. Projects assigned to Consultants may be located within the City of Roseville or at the City's Barton Road Water Treatment Plant and may be associated with any of the Environmental Utilities' water, wastewater, or recycled water facility types included in Section 1.0 above. Specific project work activities will be managed by an assigned Project Manager within the Environmental Utilities Department.

2.1 Construction Management Project Management

The following are minimum expected deliverables and project management responsibilities expected of the consultant.

- a. Monthly invoicing with summary of work performed, issues identified, and table showing percent spent verse percent complete for the task order assignment.
- b. Contractor schedule evaluation and tracking (actual vs. planned progress).
- c. Project meetings with City staff and other entities as determined necessary and preparation of agendas and meeting minutes.
- d. Coordination and communications between City, Contractor, Design Consultant, and with external utility representatives.

2.2 Pre-Construction Phase

The Consultant shall visit, and become familiar with the project site and associated construction areas. Consultant shall review the project documents and become familiar with the following.

- a. Contract documents including but not limited to construction contract, drawings and specifications.
- b. Phasing, scheduling, and sequencing of construction.
- c. Local, state, and federal regulations pertaining to the project.
- d. City policy and procedure.
- e. Environmental documents and required mitigation measures.

Consultant may attend a kick-off meeting with the City Project Manager and/or the Design Engineer to become familiar with the scope of work and the City's construction management and inspection procedure. Consultant may be asked to attend a pre-construction conference and/or public information meetings.

Scope under this task may also involve the Consultant providing constructability review of design documents prior to contractor procurement, and/or providing input on development of front end specifications.

2.3 Construction Contract Administration

The following are minimum expected responsibilities of the selected consultant relating to construction contract administration.

- a. Records management. Consultant to propose records management system as appropriate for each project scale. At a minimum consultant will be required to track and manage submittals, RFIs, change events and other CM data management activities on each project.
- b. Lead and document the weekly progress meetings.
- c. Coordinate, lead and document site meetings with the Contractor, Design Engineer and City staff as necessary.
- d. Develop and maintain equipment and labor tracking logs.
- e. Review of Contractor's contract execution for compliance with Contract Document requirements.
- f. Review of Contractor's pay requests (including certified payroll and labor compliance) and make recommendations to City as to acceptability of request.
- g. Review and routing of Contractor's submittals for compliance with Contract Documents.

- h. Review and routing of Contractor's requests for information (RFIs) and either provide information from Contract Documents back to the Contractor or route response from Design Engineer for resolution.
- i. Routing of Design Engineer's revised documents to the Contractor.
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- k. Communication with Contractor regarding acceptability of work.
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- a. Review and inspection of Contractor's work for compliance with Contract Documents on a daily basis.
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- c. Completion of field inspection diaries.
- d. Maintaining digital labeled and logged photographic records of construction in progress.
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- f. Review of Contractor's survey layouts.

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Consultant to provide and coordinate with their subcontractors for the following types of specialty inspections as needed for the project.

- a. Concrete Inspection.
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- e. Other, as required.

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- c. Coordinate with the Contractor to ensure that all the required submittals including operations and maintenance manuals, warranties, bonds, lien release information and record drawing have been submitted and approved.
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- f. Final review submittals (in consultation with the Design Engineer) of any as-built drawings made by the Contractor during construction.
- g. Recommendation to City as to the release of payments and retention to Contractor.
- h. Preparation and submittal of a complete set of organized construction contract records.

EXHIBIT “B”



May 26, 2021

Janice Gainey, PE | Senior Engineer
City of Roseville Environmental Utilities – Engineering
2005 Hilltop Circle
Roseville, CA 95747

Subject: Proposal for On-Call Construction Management and Inspection Services – Cost Proposal

Dear Ms. Gainey:

Kennedy Jenks (KJ) is pleased to provide the enclosed team rate schedules to provide On-Call Construction Management and Inspection Services for the City of Roseville's Environmental Utilities Division. Our team rate schedules represents all personnel classifications, reimbursement for direct expenses, and communication surcharge.

If you have any questions, please do not hesitate to contact me at (415) 243-2415 or RonEsmilla@KennedyJenks.com.

Very truly yours,
Kennedy/Jenks Consultants, Inc.

A handwritten signature in black ink, appearing to read 'Ron Esmilla', with a stylized flourish extending to the right.

Ron Esmilla, PE
Project Manager



Client/Address: City of Roseville
311 Vernon Street
Roseville, CA 95678

Contract/Proposal Date: 5/26/2021

Schedule of Charges

Date: 1/1/2021

PERSONNEL COMPENSATION

Classification	Hourly Rate
PM/Quality Assurance Manager	\$230
Construction Manager	\$210
Construction Field Services/Start Up & Commissioning	\$180
Inspector	\$180
Project Controls	\$160
Project Administrator	\$80

* Prevailing Wage (California) Note that M-F the employee is paid at straight time for up to 8 hours per day of work. Overtime hours are paid at 1.5 times that rate. Saturdays are paid at 1.5 times the straight time rate. Sundays are paid at 2.0 times the straight time rate.

Direct Expenses

Subconsultants' invoices will be subject to 5% surcharge.

Reimbursement for direct expenses, as listed below, incurred in connection with the work, will be at cost plus five percent for items such as:

- Maps, photographs, 3rd party reproductions, 3rd party printing, equipment rental, and special supplies related to the work.
- Consultants, soils engineers, surveyors, contractors, materials testing and specialty inspection firms and other outside services.
- Rented vehicles, local public transportation and taxis, travel, accommodations and subsistence.
- Project specific telecommunications and delivery charges.
- Special fees, insurance, permits, and licenses applicable to the work.
- Outside computer processing, computation, and proprietary programs purchased for the work.

Reimbursement for vehicles used in connection with the work will be at the federally approved mileage rates or at a negotiated monthly rate.

If prevailing wage rates apply, the above billing rates will be adjusted as appropriate.

Overtime for non-exempt employees will be billed at one and a half times the Hourly Rates specified above.

Rates for professional staff for legal proceedings or as expert witnesses will be at rates one and one-half times the Hourly Rates specified above.

Excise and gross receipts taxes, if any, will be added as a direct expense.

RESOLUTION NO. 21-365

APPROVING AN ON-CALL PROFESSIONAL SERVICES AGREEMENT, BY AND
BETWEEN THE CITY OF ROSEVILLE AND WATER WORKS ENGINEERS, LLC, AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF
THE CITY OF ROSEVILLE

WHEREAS, an on-call professional services agreement to provide Environmental Utilities On-Call Construction Management and Inspection Services, by and between the City of Roseville and Water Works Engineers, LLC, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said on-call agreement is hereby approved and the City Manager is authorized to execute it on behalf of the City of Roseville.

BE IT FURTHER RESOLVED that the City Manager or his designee is authorized to execute four (4) additional one (1) year renewals without further City Council approval, provided that the applicable budget is approved by the City Council each year, or until City staff determines that continuing with the same vendor is not in the City's best interest.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

ON-CALL PROFESSIONAL SERVICES AGREEMENT

Services: Environmental Utilities On-Call Construction Management and Inspection

THIS AGREEMENT is made and entered into this ____ day of _____, 20 __,
by and between the City of Roseville, a municipal corporation ("CITY"), and Water Works
Engineers, LLC, an Arizona limited liability company ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY issued Request for Proposal # 08-090 for professional services
consisting of on-call construction management and inspection services related to environmental
utilities; and

WHEREAS, CONSULTANT has prepared a response to the Request for Proposal dated
May 26, 2021, which describes the scope of services to be performed by CONSULTANT, and
the hourly rates for performance of such services; and

WHEREAS, CONSULTANT is qualified and experienced to provide professional
construction management and inspection services related to environmental utilities on an on-call
basis.

NOW, THEREFORE, the parties agree as follows:

1. Term. The term of this Agreement shall commence upon execution and expire on
June 30, 2022. The City Manager may, in his or her discretion, elect to extend the Agreement in
one (1) year increments for up to an additional four (4) years by giving CONSULTANT thirty

(30) days advance written notice of each optional one (1) year renewal. Such extensions shall be memorialized by a written amendment to this Agreement.

2. Services. CONSULTANT shall perform, at the direction of CITY, the scope of the on-call services as described in EXHIBIT "A," attached hereto and incorporated herein by this reference. Individual tasks will be awarded by CITY on an as-needed basis. CITY may assign work to one, or more than one consultant from an approved qualified list. CITY reserves the right to unilaterally assign work to any consultant as it deems prudent or, if no services are required, no work. CITY makes no specific guarantee of a minimum or maximum number of hours or amount of tasks or services, which shall be required of any single consultant. In addition, the inclusion of any consultant on any qualified list, if so utilized by CITY, shall in no way be considered an exclusive agreement to provide service for CITY.

3. Compensation. For its services provided hereunder, CONSULTANT shall be compensated on a time and expense basis in accordance with the hourly rates as described in EXHIBIT "B," attached hereto and incorporated herein by this reference. Any proposed increase in the effective rates for future services must be preceded by at least a 90-day written notice to the contracting department. Total compensation shall not exceed three hundred thousand dollars per year (\$300,000). Total compensation for optional renewal years of this Agreement shall not exceed three hundred thousand dollars per year (\$300,000). Adjustment to the total compensation per year shall require a written amendment to this Agreement, subject to approval by the City Council.

CONSULTANT shall submit one monthly invoice for its services. Such invoices shall be delineated by task, the person performing the services, and the hourly rate, which shall be stated in time increments of not greater than one tenth (1/10) hours. CITY shall pay invoices within

thirty (30) days after receipt, if the services specified in the invoice have been satisfactorily completed.

4. Indemnification. To the fullest extent allowed by law, CONSULTANT shall defend, indemnify, and save and hold harmless CITY, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of CONSULTANT's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from CITY's sole negligence or willful misconduct. The parties intend that this provision shall be broadly construed.

CONSULTANT agrees to defend and indemnify CITY if, despite the parties intent and practice, any venue, agency, or court with competent jurisdiction determines that CONSULTANT and/or any of its agents, officers, employees, volunteers, independent contractors, or subcontractors, are characterized as employee(s) of CITY.

CONSULTANT's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

5. Insurance. CONSULTANT agrees to continuously maintain, in full force and effect, the following minimum policies of insurance during the term of this Agreement.

COVERAGE

LIMITS OF LIABILITY

Workers' Compensation

Statutory

Commercial General Liability

\$1,000,000 each occurrence
\$2,000,000 aggregate
Personal Injury:
\$1,000,000 each occurrence
\$2,000,000 aggregate

Automobile Liability

\$1,000,000 combined single limit

Professional Liability (errors and omissions)

\$1,000,000 per claim
\$2,000,000 aggregate

a. Form. CONSULTANT shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.

b. Additional Insureds. CONSULTANT shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of CONSULTANT. The additional insured coverage under the CONSULTANT's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and

limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

c. Cancellation/Modification. CONSULTANT shall provide ten (10) days written notice to CITY prior to cancellation or modification of any insurance required by this Agreement.

d. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of CITY (if agreed to in a written contract) before CITY's own insurance shall be called upon to protect it as a named insured.

e. Subcontractors. CONSULTANT agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, CONSULTANT shall require its subcontractors to agree to be bound to CONSULTANT and CITY in the same manner and to the same extent as CONSULTANT is bound to CITY under this Agreement. Additionally, CONSULTANT shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of CITY's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.

f. Self-Insured Retentions. All self-insured retentions ("SIR") must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or CITY. CITY reserves the right to obtain a full

certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

g. Waiver of Subrogation. CONSULTANT hereby agrees to waive subrogation which any insurer of CONSULTANT may acquire from CONSULTANT by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of CITY, its officers, agents, employees and volunteers for all work performed by CONSULTANT, its employees, agents and subcontractors.

h. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONSULTANT of liability in excess of such coverage, nor shall it preclude CITY from taking such other actions as are available to it under any other provisions of this Agreement or law.

6. Records. CONSULTANT and its subcontractors shall maintain all files and records relating to the services performed hereunder during the term of this Agreement and for a period of not less than one (1) year after the date of termination or expiration. Provided, however, that in the event of litigation or settlement of claims arising from the performance of this Agreement, CONSULTANT and its subcontractors shall maintain all files and records until such litigation, appeals or claims are resolved. Duly authorized representatives of CITY shall have right of access during normal business hours and after reasonable notice to CONSULTANT's and subcontractors' files and records relating to the services performed hereunder, and may review and copy the files and records at appropriate stages during performance of the services and during the one (1) year period following termination or

expiration of this Agreement. CONSULTANT shall include this provisions in its contracts with all subcontractors.

7. Prevailing Wages. When applicable, for purposes of this Agreement, CONSULTANT and its subcontractors shall comply with all applicable prevailing wage laws, e.g., but not limited to, California Labor Code Sections 1770 et seq. In accordance with said Section 1775, CONSULTANT shall forfeit as a penalty to the City two hundred dollars (\$200) for each calendar day or portion thereof for each worker paid less than the prevailing rates for such work or craft in which such worker is employed for any work done on-site under the Agreement by CONSULTANT or by any subcontractor in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage shall be paid to each worker by CONSULTANT or the applicable subcontractor.

Pursuant to the provisions of California Labor Code Section 1773, the contracting department has identified the source, stated below, of the general prevailing rate of wages applicable to the site to be done, for straight time, overtime, and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of worker concerned. These wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.

Pursuant to Labor Code Section 1773.2, general prevailing wage rates set forth above, which forms a part of this Agreement, shall be posted by CONSULTANT at a prominent place at

the work site. Prevailing wage rates to be posted at the work site will be furnished by the contracting department. The possibility of wage increases is one of the elements to be considered by CONSULTANT in determining its proposal, and will not under any circumstances be considered as the basis of a claim against CITY or the Agreement.

8. Contractor Registration. No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this Agreement, CONSULTANT and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. CONSULTANT is hereby notified that this Agreement is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

9. Time is of the Essence. Time is of the essence of this Agreement.

10. Compliance with Laws. CONSULTANT shall comply with all federal, state and local laws, ordinances and policies as may be applicable to the performance of services under this Agreement.

11. Ability to Perform. CONSULTANT agrees and represents that it has the time, ability and professional expertise to perform the services required under this Agreement.

12. Governing Agreement. In the event of any conflict between this Agreement and its EXHIBITS, the provisions of this Agreement shall govern. In the event of any conflict between any of the EXHIBITS, the provisions of the first in order of attachment shall govern.

13. Assignment. CONSULTANT is employed to perform unique personal services. CONSULTANT shall not assign this Agreement without the prior written consent of CITY. CONSULTANT shall not employ or otherwise incur any obligation to pay other specialists or experts for services in connection with this Agreement, without prior written consent of CITY.

14. Independent Contractor. CONSULTANT, inclusive of its agents, officers, employees, volunteers, independent contractors, and subcontractors, shall act as an independent contractor, and covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of CITY by reason of this Agreement.

CONSULTANT and CITY agree that: (a) CONSULTANT is free from the control and direction of CITY in connection with the performance of the work; (b) CONSULTANT is providing services directly to CITY; (c) CONSULTANT has and will maintain at all relevant times a business license; (d) CONSULTANT maintains a business location that is separate from CITY; (e) CONSULTANT is customarily engaged in an independently established business of the same nature as that involved in the work performed hereunder; (f) CONSULTANT actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from CITY; (g) CONSULTANT advertises and holds itself out to the public as available to provide the same or similar services; (h) CONSULTANT provides its own tools, vehicles, and equipment to perform the services; (i) CONSULTANT has negotiated its own rates; (j) CONSULTANT set its own hours and location of work in accomplishing CITY's on-call needs; and (k) CONSULTANT has the right to control the manner and means of accomplishing the result desired and exercises its own expert independent judgement.

15. Representations and Warranties. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage,

brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to terminate as void this Agreement, without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

16. Successors in Interest. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

17. Copyright, Ownership and Use of Materials. All tangible material ("Material") created or delivered pursuant to this Agreement is considered a work made for hire under the Copyright Act. To the extent such Material does not qualify as a work made for hire, CONSULTANT hereby assigns to CITY all right, title, and interest, including but not limited to all copyrights, in all Material created by CONSULTANT in its performance under this Agreement. Material constitutes the scope of work outlined in Exhibit A and attached hereto, and all written and other tangible expressions, including but not limited to, drawings (including computer aided drawings), papers, documents, reports, surveys, renderings, exhibits, sketches, maps, models, prints, paintings or photographs, in any and all media or formats in which such materials have been created or are maintained. All Material furnished by CONSULTANT is, and shall remain, the property of CITY.

CONSULTANT shall execute any documents necessary to effectuate such assignment. In the event that CONSULTANT uses, employs, designates, or retains any person or entity who is not an employee of CONSULTANT, to perform any work required of it pursuant to this Agreement, CONSULTANT shall require said person or entity to execute an agreement containing the preceding paragraph.

18. Termination of Agreement. CITY may terminate this Agreement without cause by giving CONSULTANT ten (10) days advance written notice from the City Manager. CONSULTANT may terminate this Agreement without cause by giving CITY thirty (30) days advance written notice. CONSULTANT understands that continuation of this Agreement past June 30th of any given year is contingent upon appropriation of funds for such purpose in the budget of the City of Roseville in the sole discretion of the City Council. In the event of termination through no fault of CONSULTANT, CITY shall compensate CONSULTANT for services performed as of the date of termination, upon the release to CITY of all Material hereunder, in any and all media or formats in which such materials have been created or are maintained. CITY retains the right to receive and use any MATERIAL, notwithstanding any termination or any dispute regarding the amount to be paid.

19. Attorney's Fees; Venue; Governing Law. If either party commences any legal action against the other party arising out of this Agreement or the performance hereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorney's fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

20. Modification. This Agreement and each provision contained herein may be waived, amended, supplemented or eliminated only by mutual written agreement of the parties.

21. Severability. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

22. Notices. Any notices to parties required by this Agreement shall be delivered personally or mailed, U.S. first class postage prepaid, addressed as follows:

CITY OF ROSEVILLE

Richard D. Plecker
Environmental Utilities Director
2005 Hilltop Circle
Roseville, CA 95747

CONSULTANT

Michael Fisher
P.E. Principal
2260 Douglas Blvd., Suite
105 Roseville, CA 95661

Either party may amend its address for notice by giving notice to the other party in writing.

23. Integrated Agreement. This is an integrated agreement and contains all of the terms, considerations, understanding and promises of the parties. It shall be read as a whole.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ____ day of _____, 20__, and CONSULTANT has caused this Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation

WATER WORKS ENGINEERS, LLC, an
Arizona limited liability company

BY: _____
DOMINICK CASEY
City Manager

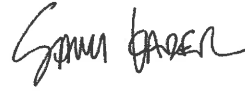
BY:  _____
its: Managing Member / Principal
and

[SIGNATURES CONTINUED ON NEXT PAGE]

ATTEST:

BY:

its: Managing Member / Principal



BY:

SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY:

MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY:


RICHARD D. PLECKER
Environmental Utilities Director

EXHIBIT “A”

EXHIBIT A

CITY OF ROSEVILLE

ENVIRONMENTAL UTILITIES ON-CALL CONSTRUCTION

MANAGEMENT AND INSPECTION SERVICES

1.0 Facility Types

Professional Construction Management and Inspection Support Services to be performed on an on-call basis for a variety of projects at these types of City facilities:

1. Wastewater Treatment Plants
2. Water Treatment Plant
3. Distribution and Collection Systems for Water, Recycled Water and Sewer
4. Pump Stations
5. Water Storage Facilities

2.0 SCOPE OF SERVICES

The On-Call Construction Management and Inspection Services Contract will involve the following scope of services areas provided to the Environmental Utilities Department on an as needed task order basis. Projects assigned to Consultants may be located within the City of Roseville or at the City's Barton Road Water Treatment Plant and may be associated with any of the Environmental Utilities' water, wastewater, or recycled water facility types included in Section 1.0 above. Specific project work activities will be managed by an assigned Project Manager within the Environmental Utilities Department.

2.1 Construction Management Project Management

The following are minimum expected deliverables and project management responsibilities expected of the consultant.

- a. Monthly invoicing with summary of work performed, issues identified, and table showing percent spent verse percent complete for the task order assignment.
- b. Contractor schedule evaluation and tracking (actual vs. planned progress).
- c. Project meetings with City staff and other entities as determined necessary and preparation of agendas and meeting minutes.
- d. Coordination and communications between City, Contractor, Design Consultant, and with external utility representatives.

2.2 Pre-Construction Phase

The Consultant shall visit, and become familiar with the project site and associated construction areas. Consultant shall review the project documents and become familiar with the following.

- a. Contract documents including but not limited to construction contract, drawings and specifications.
- b. Phasing, scheduling, and sequencing of construction.
- c. Local, state, and federal regulations pertaining to the project.
- d. City policy and procedure.
- e. Environmental documents and required mitigation measures.

Consultant may attend a kick-off meeting with the City Project Manager and/or the Design Engineer to become familiar with the scope of work and the City's construction management and inspection procedure. Consultant may be asked to attend a pre-construction conference and/or public information meetings.

Scope under this task may also involve the Consultant providing constructability review of design documents prior to contractor procurement, and/or providing input on development of front end specifications.

2.3 Construction Contract Administration

The following are minimum expected responsibilities of the selected consultant relating to construction contract administration.

- a. Records management. Consultant to propose records management system as appropriate for each project scale. At a minimum consultant will be required to track and manage submittals, RFIs, change events and other CM data management activities on each project.
- b. Lead and document the weekly progress meetings.
- c. Coordinate, lead and document site meetings with the Contractor, Design Engineer and City staff as necessary.
- d. Develop and maintain equipment and labor tracking logs.
- e. Review of Contractor's contract execution for compliance with Contract Document requirements.
- f. Review of Contractor's pay requests (including certified payroll and labor compliance) and make recommendations to City as to acceptability of request.
- g. Review and routing of Contractor's submittals for compliance with Contract Documents.

- h. Review and routing of Contractor's requests for information (RFIs) and either provide information from Contract Documents back to the Contractor or route response from Design Engineer for resolution.
- i. Routing of Design Engineer's revised documents to the Contractor.
- j. Tracking and review of Contractor's record drawing changes. The Consultant shall be responsible for verifying that all as-builts have been accurately updated, for work conducted during each payment cycle, prior to submitting the Contractor's payment request. The Consultant shall include a signed certification with each payment cycle, indicating that the as-builts submitted during the cycle, accurately reflect the construction modifications from the design plans set.
- k. Communication with Contractor regarding acceptability of work.
- l. Coordination with the Contractor regarding testing and start-up.
- m. Review of Contractor's quality assurance materials testing services.
- n. Review of Contractor's compliance with all regulatory permits and mitigation measures.
- o. Review of Contractor's compliance with workplace safety and health standards and notification to City of non-compliance.

2.4 Change Management

The following are minimum expected responsibilities of the selected consultant relating to project change management.

- a. Review of submittals in support, and recommendations for resolution, of claims and disputes.
- b. Investigation and inspection of site conditions that differ from those described in the Contract Documents.
- c. Development of change order requests.
- d. Review and evaluation of contractor contract change order submittals.
- e. Coordination of approval of change orders to City prior to authorizing Contractor to perform work.

2.5 Field Inspections

Consultant to provide field inspection staff capable of inspecting civil, mechanical, architectural, structural, electrical, and process and instrumentation construction.

- a. Review and inspection of Contractor's work for compliance with Contract Documents on a daily basis.
- b. Review and monitoring of corrective actions taken by Contractor needed to fix work that is not in compliance with the Contract Documents.

- c. Completion of field inspection diaries.
- d. Maintaining digital labeled and logged photographic records of construction in progress.
- e. Review of Contractor's compliance with workplace safety and health standards and notification to City of non-compliance.
- f. Review of Contractor's survey layouts.

2.6 Specialty Inspections

Consultant to provide and coordinate with their subcontractors for the following types of specialty inspections as needed for the project.

- a. Concrete Inspection.
- b. Welding Inspection.
- c. Coating Inspection (i.e. potable water tanks, recycled water tanks, metal components).
- d. Structural Inspections (i.e. rebar, masonry, roofing).
- e. Other, as required.

2.7 Final Completion Services

The following are minimum expected responsibilities of the selected consultant relating to project final completion.

- a. Provide coordination, review of submittals and oversight for system disinfection, testing, commissioning and start-up.
- b. Site inspection to determine if facilities are complete and in compliance with Contract Documents.
- c. Coordinate with the Contractor to ensure that all the required submittals including operations and maintenance manuals, warranties, bonds, lien release information and record drawing have been submitted and approved.
- d. Coordination and scheduling of construction walk-through, and final inspection with the City, Contractor and Design Engineer.
- e. Preparation of punch list and inspection of punch list item corrective actions.
- f. Final review submittals (in consultation with the Design Engineer) of any as-built drawings made by the Contractor during construction.
- g. Recommendation to City as to the release of payments and retention to Contractor.
- h. Preparation and submittal of a complete set of organized construction contract records.

EXHIBIT “B”

COST PROPOSAL

May 26, 2021

City of Roseville
Attn: Janice Gainey
2005 Hilltop Circle
Roseville, CA 95747

RE: Cost Proposal for On-Call Construction Management and Inspection Services, Environmental Utilities (RFP #08-090)

Water Works Engineers is pleased to submit the enclosed fee and rate schedules to provide Services for the City of Roseville On-Call Construction Management and Inspection Services, Environmental Utilities. As requested, we have enclosed a PDF version of our Cost proposal via email.

If you have questions or need additional information, please feel free to contact Mike Fisher at (916) 277-9027 or Steve Hooper at (530) 945-7866.

Very Truly Yours

WATER WORKS ENGINEERS, LLC



Michael Fisher, P.E. Principal / Managing Member



Steve Hooper, P.E. Construction Manager



2021 Rate Sheet

Classification	Title	Hourly Rate
AA1	Administrative Assistant	\$77
AA2	Senior Administrative Assistant	\$108
E0	Jr Engineer / Jr Field Engineer	\$108
E1	Staff Engineer	\$135
E2	Associate Engineer	\$165
E3	Project / Structural Engineer	\$185
E4	Senior Project Engineer / Manager	\$215
E5	Principal Engineer	\$249
I1	Field Inspector	\$145
I2	Senior Inspector	\$162
I3	Supervising Inspector	\$180
T1	CADD Tech 1 / Drafter/Jr. Technician	\$91
T2	CADD Tech 2 / Designer/Sr. Technician	\$122
T3	CADD Tech 3 / Senior Designer	\$149

Notes:

1. Hourly rates include all work, materials, computers and software, overhead, and equipment. Water Works does not expense local travel within Roseville.
2. A markup of 5% will be added to sub-consultant fees.
3. Any significant direct expense costs, such as a large printing job that may be required, will be budgeted within project scopes/fees as needed and approved by the City and billed at cost with no markup.
4. Rates effective through December 31, 2021. A 3% increase will be added for any services performed in each year thereafter.



COUNCIL COMMUNICATION

CC #: 1660
File #: 0900-03

Title: Electric Landscape Improvements - Fiddymment Substation Project - Purchase of Wetland Mitigation Credits
Contact: Terri Shirhall 916-774-5536 tshirhall@roseville.ca.us

Meeting Date: 8/18/2021
Item #: 6.17.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution authorizing the City Manager to execute an Agreement for Sale of Mitigation Credits for 0.13 acres of wetland creation habitat from Wildlands, Inc. River Ranch Wetlands Mitigation Bank for the Electric Landscape Improvements - Fiddymment Substation Project.

BACKGROUND

The Fiddymment Substation was constructed in 1997. At the time, a minimal amount of landscaping was installed. Today, with significant new development in the area, Roseville Electric will replace the existing landscaping along the frontage of Fiddymment Road for the length of the substation wall with a more comprehensive landscape. This new landscape, along with lighting, will enhance the aesthetics of the area and provide for better security of the substation.

The required regulatory permit for construction of the proposed landscape improvements has been obtained from the Regional Water Quality Control Board via the *State Water Resources Control Board Water Quality Order No. 2004-0004- DWQ, Statewide General Waste Discharge Requirements for Dredged or Fill Discharges to Waters Deemed by the U.S. Army Corps of Engineers to be Outside of Federal Jurisdiction* (the permit is attached to this Council Communication). The permit includes a condition requiring purchase of 0.13 acres of "created wetland" mitigation credits to offset project related impacts.

The City requested quotes from regulatory agency-approved mitigation banks and received two quotes for the required credits. The lower cost proposal was submitted by Wildlands Inc., and includes the purchase of the habitat credits from the Sacramento River Ranch for a total not to exceed amount of \$18,200. Staff has determined that the purchase of mitigation credits is the most cost effective way to implement the required mitigation and recommends that Council adopt the attached resolution authorizing the City Manager to execute the attached Agreement for Sale of Wetland Mitigation Credits.

FISCAL IMPACT

The cost of purchasing mitigation credits for the Electric Landscape Improvements - Fiddymont Substation Project is \$18,200. Funding is included in the Electric Landscape Improvements capital improvement project budget for FY2021-22. There will be no impact to the General Fund.

ENVIRONMENTAL REVIEW

California Environmental Quality Act (CEQA) compliance for construction of the proposed improvements was completed with the adoption of the Initial Study/Mitigated Negative Declaration for the 230-60-kV Fiddymont Substation Project (January 17, 1996, SCH No. 1995012023). CEQA does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3)). The execution of the attached sales agreement for purchase of mitigation credits does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Terri Shirhall, Environmental Coordinator

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 21-361

Agreement for Sale of Mitigation Credits

State Water Resources Control Board Permit

RESOLUTION NO. 21-361

APPROVING AN AGREEMENT FOR SALE OF MITIGATION CREDITS FROM THE RIVER RANCH WETLANDS MITIGATION BANK, BY AND BETWEEN WILDLANDS, INC. AND THE CITY OF ROSEVILLE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an Agreement for Sale of Mitigation Credits for the Electric Landscape Improvements – Fiddymont Substation Project, by and between Wildlands, Inc. and the City of Roseville, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said agreement is hereby approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20_, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**AGREEMENT FOR SALE OF MITIGATION CREDITS
RIVER RANCH WETLANDS MITIGATION BANK**

RWQCB WDID# 5A31CR00530

This Agreement is entered into this _____ day of _____, 2021, by and between **WILDLANDS, INC.**, a Delaware corporation (“Bank Owner”) and **CITY OF ROSEVILLE**, a municipal corporation (“Project Applicant”), jointly referred to as the “Parties,” as follows:

RECITALS

A. The Bank Owner has developed the River Ranch Wetlands Mitigation Bank (“Bank”) located in Yolo County, California; and

B. The Bank was approved by the U.S. Army Corps of Engineers (“USACE”), the California Department of Fish and Wildlife (“CDFW”), and the U.S. Environmental Protection Agency (“USEPA”) (collectively, the “IRT”) and is currently in good standing with these agencies; and

C. The Bank has received approval from the IRT to offer freshwater marsh complex and jurisdictional riparian creation credits for sale as compensation for the loss of waters of the United States and certain protected species through the River Ranch Wetlands Mitigation Bank Enabling Instrument (“Bank Agreement”); and

D. Project Applicant is seeking to implement the project described on Exhibit “A” attached hereto (“Project”), which would unavoidably and adversely impact waters of the United States and/or State, and seeks to compensate for the loss of waters of the United States and/or State by purchasing compensatory credits from Bank; and

E. Project Applicant has been authorized by the Regional Water Quality Control Board (“RWQCB”) under WDID No. 5A31CR00530 to purchase 0.13 acre of wetland creation mitigation credits from a USACE-approved mitigation bank prior to commencing construction to mitigate for the loss of 0.13 acre of wetland habitat; and

F. Project Applicant desires to purchase from Bank Owner and Bank Owner desires to sell to Project Applicant 0.13 acre of freshwater marsh complex credits at Bank.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Bank Owner hereby agrees to sell to Project Applicant and Project Applicant hereby agrees to purchase from Bank Owner 0.13 acre of freshwater marsh complex credits (the “Credits”) for the purchase price of \$18,200.00 (“Purchase Price”). The Purchase Price for the Credits shall be paid by wire transfer of funds or by check payable to “**Wildlands, Inc.**” Upon receipt of the Purchase Price, Bank Owner will deliver to Project Applicant an executed Bill of Sale in the form attached hereto as Exhibit “B.”

2. The sale and transfer herein is not intended as a sale or transfer to Project Applicant of a security, license, lease, easement, or possessory or non-possessory interest in real property, nor the granting of any interest of the foregoing.

3. Project Applicant shall have no obligation whatsoever by reason of the purchase of the Credits, to support, pay for, monitor, report on, sustain, continue in perpetuity, or otherwise be obligated or liable for the success or continued expense or maintenance in perpetuity of the credits sold, or the Bank. Pursuant to the Bank Agreement and any amendments thereto, Bank Owner shall monitor and make reports to the appropriate agency or agencies on the status of any Credits sold to Project Applicant. Bank Owner shall be fully and completely responsible for satisfying any and all conditions placed on the Bank or the Credits by all state or federal jurisdictional agencies.

4. The Credits sold and transferred to Project Applicant shall be non-transferable and non-assignable, and shall not be used as compensatory mitigation for any other Project or purpose, except as set forth herein.

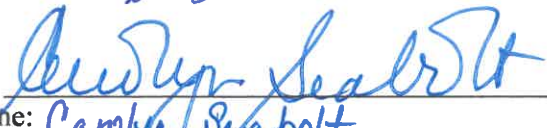
5. Project Applicant must deliver the Purchase Price to Bank Owner within 30 days of the date of this Agreement. After the 30 day period this Agreement will be considered null and void and Bank Owner shall have no further obligations hereunder.

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

BANK OWNER:

WILDLANDS, INC., a Delaware corporation

By:  Date: 7/21/2021
Name: Joe Sandersen
Its: managing Director and CEO

By:  Date: 7/21/2021
Name: Carolyn Seabolt
Its: Secretary

PROJECT APPLICANT:

CITY OF ROSEVILLE, a municipal corporation

By: _____ Date: _____
Name: _____
Its: _____

Exhibit "A"

**DESCRIPTION OF PROJECT
TO BE
MITIGATED**

The Fiddymment Substation Improvements Project consists of grading activities for future construction of a facility parking area for emergency use. Approximately 205 cubic yards of clean soil will be placed into 0.13 acre of waters of the State.

The Project is located at the northeast corner of the intersection of Fiddymment Road and Westhills Drive, Latitude 38.762167°, Longitude -121.358333°, in the City of Roseville, Placer County, California.

Exhibit "B"

BILL OF SALE
Contract # RRWMB-21-__

RWQCB WDID# 5A31CR00530

In consideration of \$18,200.00, receipt of which is hereby acknowledged, **WILDLANDS, INC.**, a Delaware corporation ("Bank Owner") does hereby bargain, sell and transfer to **CITY OF ROSEVILLE**, a municipal corporation ("Project Applicant"), 0.13 freshwater marsh complex credits for the Fiddymment Substation Improvements Project in the River Ranch Wetlands Mitigation Bank in Yolo County, California, developed, and approved by the U.S. Army Corps of Engineers, the California Department of Fish and Wildlife, and the U.S. Environmental Protection Agency.

Bank Owner represents and warrants that it has good title to the credits, has good right to sell the same, and that they are free and clear of all claims, liens, or encumbrances.

DATED: _____

WILDLANDS, INC., a Delaware corporation

By: _____

Name:

Its:

Central Valley Regional Water Quality Control Board

30 March 2021

Emily Donohoe
City of Roseville
2090 Hilltop Circle
Roseville, CA 95747

***NOTICE OF APPLICABILITY; GENERAL WATER QUALITY ORDER NO. 2004-0004-DWQ
REQUIREMENTS FOR CITY OF ROSEVILLE, FIDDYMENT SUBSTATION
IMPROVEMENTS PROJECT (WDID#5A31CR00530), PLACER COUNTY***

On 10 November 2020, City of Roseville (Applicant) filed a notification requesting coverage under Water Quality Order No. 2004-0004-DWQ, Statewide General Waste Discharge Requirements for Dredged or Fill Discharges to Waters Deemed by the Army Corps of Engineers to be Outside of Federal Jurisdiction (General Order). After review of the notification and the supplemental material submitted by the Applicant, the Central Valley Regional Water Quality Control Board (Central Valley Water Board) has determined that the project qualifies for enrollment under this General Order. The proposed activity will impact 0.13 acre of waters of the state.

The Central Valley Water Board is enrolling this project under the Water Quality Order No. 2004-0004-DWQ, subject to the conditions and the notification requirements described in the General Order ("Discharge Requirements"). This Notice of Applicability is being issued under the General Order pursuant to § 3838 of the California Code of Regulations.

A copy of the General Order is enclosed. You can also find the General Order on the State Water Resources Control Board's website at:

http://www.waterboards.ca.gov/board_decisions/adopted_orders/water_quality/2004/wqo/wqo2004-0004.pdf

The project must proceed in accordance with the requirements contained in this Notice of Applicability and General Order. Coverage under the General Order is no longer valid if the project (as described) is modified.

PROJECT DESCRIPTION:

The Fiddymment Substation Improvements Project consists of grading activities for future construction of a facility parking area for emergency use.

No dewatering will occur. Wet concrete will not be placed within waters of the State. Approximately 205 cubic yards of clean soil will be placed into 0.13 acre of waters of the State.

COMPENSATORY MITIGATION

General Order 2004-0004, Section II. B.4, requires dischargers to submit a mitigation plan demonstrating that the discharger will sequentially avoid, minimize, and compensate for adverse impacts to affected water bodies' beneficial uses.

To mitigate for the loss of 0.13 acre of wetland habitat, the Applicant shall purchase a minimum of 0.13 wetland creation mitigation credits from a United States Army Corps of Engineers approved mitigation bank or in lieu fee program prior to commencing construction for the impacted watershed. The Applicant shall provide evidence of all off-site compensatory mitigation to the Central Valley Water Board. At a minimum, compensatory mitigation must achieve a ratio of 1:1 for permanent impacts. Evidence of this purchase shall be provided to the Central Valley Water Board prior to proceeding with the activity authorized by this Notice of Applicability.

APPLICATION FEE RECEIVED:

Total fees of \$1,949.00 for the original Certification were submitted to the Central Valley Regional Water Quality Control Board as required by §3833(b)(3)(A) and by § 2200(a)(3) of the California Code of Regulations.

APPROXIMATE TIMEFRAME OF PROJECT IMPLEMENTATION:

15 April through 15 October

PROJECT LOCATION:

Latitude: 38.762167° and Longitude: -121.358333°

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

The City of Roseville is the Lead Agency responsible for compliance with the California Environmental Quality Act for the Fiddymment Substation Improvements Project pursuant to § 21000 et seq. of the Public Resources Code. The City of Roseville approved the Mitigated Negative Declaration on 13 January 1995. Placer County filed a Notice of Determination with the State Clearinghouse on 14 February 1995 (State Clearinghouse Number 1995012023).

The Central Valley Water Board is a responsible agency for the project. The Central Valley Water Board has determined that the Mitigated Negative Declaration (MND) is in accordance with the requirements of the California Environmental Quality Act.

If you have any questions regarding this Notice of Applicability, please contact Greg Hendricks, Environmental Scientist, at 916-464-4709 or greg.hendricks@waterboards.ca.gov

James Marshall for
Patrick Pulupa



Digitally signed by
James Marshall for
Patrick Pulupa
Date: 2021.03.30
14:12:03 -07'00'

Patrick Pulupa
Executive Officer

Enclosures: State Water Resources Control Board Water Quality Order No. 2004-0004-DWQ, Statewide General Waste Discharge Requirements for Dredged or Fill Discharges to Waters Deemed by the U.S. Army Corps of Engineers to be Outside of Federal Jurisdiction (General WDRs)

Cc: Distribution List, pg. 7

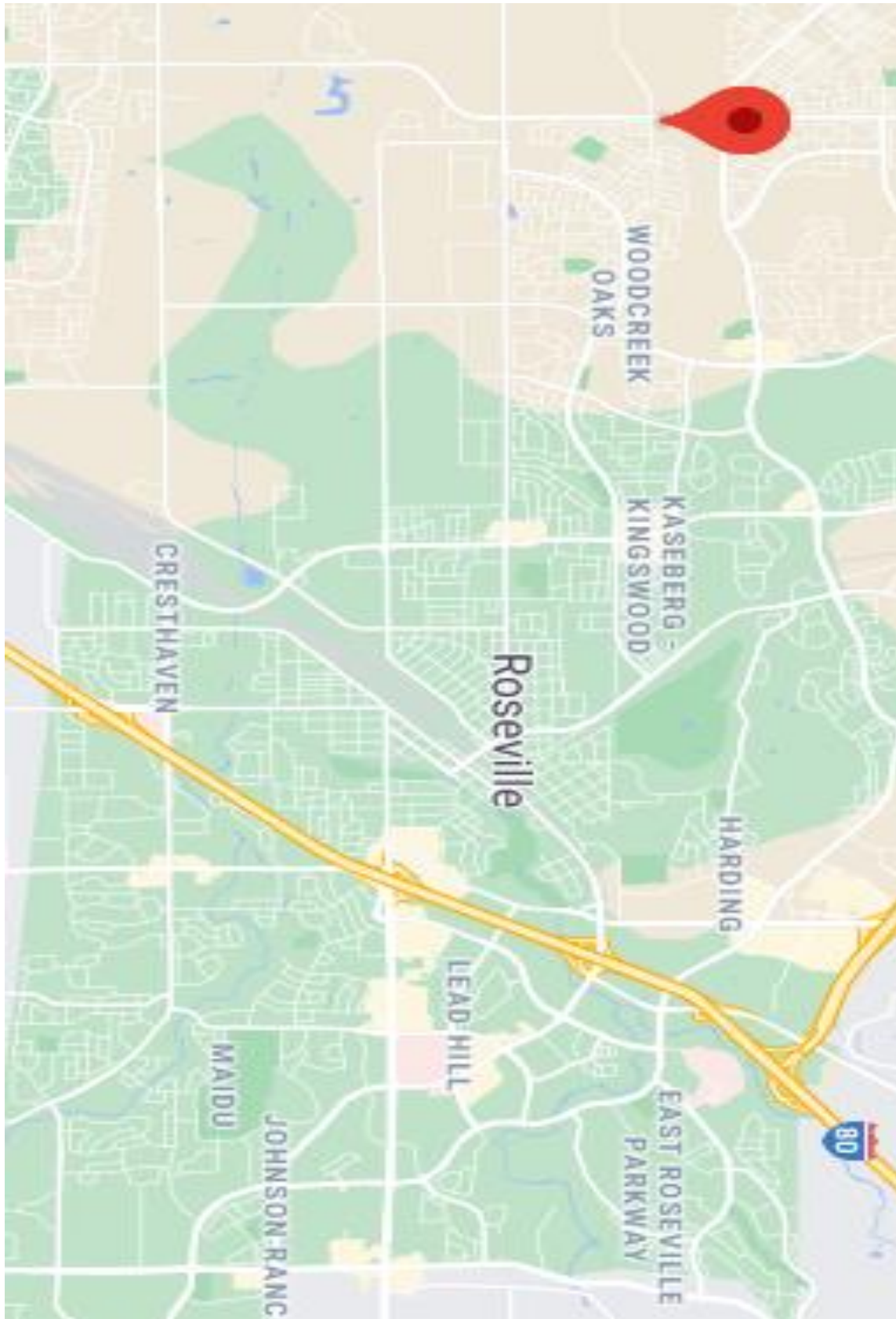


Figure 1 – Project Location Map



Figure 2 – Project Site Map

DISTRIBUTION LIST

[Via email only] (w/ enclosure):

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Regulatory Division
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CWA Section 401 WQC Program
Division of Water Quality
State Water Resources Control Board
Stateboard401@waterboards.ca.gov

Stephanie Tadlock
Unit Supervisor
Central Valley Regional Water Quality Control Board, Sacramento Office.
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Terri Shirhall
City of Roseville
tshirhall@roseville.ca.us

Jinnah Benn
Salix Consulting
jbenn@salixinc.com

Bill Jennings
CA Sportfishing Protection Alliance
deltakeep@aol.com



COUNCIL COMMUNICATION

CC #: 1670

File #: 0800-06 & 0214 & 0201-01

Title: Regional Early Action Planning - Memorandum of Understanding and Budget Adjustment

Contact: Gina McColl 916-774-5452 gmccoll@roseville.ca.us

Meeting Date: 8/18/2021

Item #: 6.18.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution authorizing the City Manager or his designee to execute a Memorandum of Understanding (MOU) with the Sacramento Area Council of Governments (SACOG) for the purpose of securing a \$300,000 grant from the second round of Regional Early Action Planning (REAP 2.0) grant program for the Commercial Corridors project. Staff further recommends that the City Council adopt an ordinance to approve a budget adjustment in the amount of \$300,000 in order to receive and allow expenditure of the grant award during FY2021-22.

BACKGROUND

Assembly Bill 101 established the Local Government Planning Support Grants Program to provide regions and jurisdictions with one-time funding to local governments for housing planning and to accelerate housing production. A component of this bill was the Regional Early Action Planning (REAP) grants program, providing funding to the regional council of governments (e.g., SACOG) for the benefit of local jurisdictions to develop and implement their Cycle 6 Housing Elements. The REAP funds were made available in two phases, with the initial award being granted in 2020. The second phase, REAP 2.0, is now available.

The grant funding has already been secured and is being held by SACOG; no application is required. To receive the funding, the City must enter into an MOU with SACOG, acknowledging that the grant funding is to be used for the direct costs associated with the Commercial Corridors project, which is an implementing program of the City's Housing Element. The MOU includes a commitment by the City to provide monthly invoices and a report documenting the use of the grant funding.

In October 2020, the City Council authorized the City Manager to enter into the MOU for the initial REAP funding of \$79,000. The early REAP grant MOU term ended on June 30, 2021, and the grant funds have been used to reimburse City staff costs associated with updating the Housing Element. The Housing Element update is currently scheduled for Council

adoption on August 18, 2021.

For the second phase of REAP funding, SACOG has opted to make the funds available to agencies that utilize SACOG's pre-approved bench of expert consultants to plan for or assist in housing production. This funding will be used to aid in the preparation of the Commercial Corridors specific plans. Among other reinvestment efforts, the Commercial Corridors plans will identify opportunities for housing units to be added within the City's aging commercial corridors. City staff are currently developing these specific plans and will need the assistance of outside consultants to prepare visual images and graphics within the specific plan documents. The City participated in SACOG's interview panel with various consultants in February of this year. Ascent Environmental was selected because of their positive history working with the City, their understanding of the project, competitive price and qualifications.

The City is requesting from SACOG the full eligible grant award amount of \$300,000, with \$169,000 allocated to Ascent and the remaining \$131,000 allocated toward staff time to both manage Ascent's contract and complete the Commercial Corridors project. Attached to this Council Communication is a budget adjustment to appropriate this grant award.

FISCAL IMPACT

Approval of the recommended budget adjustment has no net impact on the City's General Fund because all funding is being secured through grant programs. Staff time for management of the grant funding has also been included in the funding request.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) only applies to projects which have the potential to cause a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. (CEQA Guidelines §15061(b)(3)).

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A – Remain fiscally responsible in a changing world

The adoption of the MOU supports the City's Strategic Plan to seek grant opportunities to fund projects and will cover the remaining costs of the Commercial Corridors project.

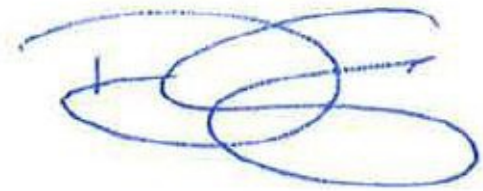
Goal F - Invest in well-planned infrastructure and growth

The adoption of the MOU supports the City's Strategic Plan goal to invest in well-planned infrastructure and growth because it expands opportunities for affordable housing; plans for targeted and infill developments; and plans for reinvestment, revitalization, and streetscape beautification as part of the Commercial Corridors strategy.

Respectfully Submitted,

Gina McColl, Economic Development Analyst

Mike Isom, Development Services Director

A handwritten signature in blue ink, appearing to be 'DC', with a horizontal line extending from the end of the signature.

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 21-375

REAP 2.0 MOU_final

Ordinance 6389

Budget Adjustment

RESOLUTION NO. 21-375

APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN SACRAMENTO
AREA COUNCIL OF GOVERNMENTS AND THE CITY OF ROSEVILLE, AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF
THE CITY OF ROSEVILLE

WHEREAS, a Memorandum of Understanding for the Regional Early Action Planning Grant 2.0 Program, between the Sacramento Area Council of Governments and the City of Roseville, has been reviewed by the City Council;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said Memorandum of Understanding is approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

PASSED AND ADOPTED by the City Council of the City of Roseville this _____ day of _____, 20____, by the following vote on roll call:

AYES COUNCIL MEMBER:

NOES COUNCIL MEMBER:

ABSENT COUNCIL MEMBER:

Mayor

ATTEST:

City Clerk

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SACRAMENTO AREA COUNCIL OF GOVERNMENTS
And the
CITY OF ROSEVILLE**

FOR THE REGIONAL EARLY ACTION PLANNING GRANT 2.0 PROGRAM

This Memorandum of Understanding (“MOU” or “Agreement”) is made effective July 21, 2021 (the “Effective Date”), by and between the Sacramento Area Council of Governments (“SACOG”) and the City of Roseville (“Local Agency”).

RECITALS:

WHEREAS, SACOG, as a council of governments and Metropolitan Planning Organization, provides and/or facilitates member services on behalf of the six counties and 22 cities in the greater Sacramento region; and

WHEREAS, SACOG is the recipient of funds from the California Department of Housing and Community Development (“HCD”) for purposes of administration of the Regional Early Action Planning Grant Program (“REAP”); and

WHEREAS, Local Agency is a member of SACOG and is the recipient of Three-hundred Thousand Dollars (\$300,000) of SACOG REAP funds (the “Funds”) that will be used to pay for preparation and implementation of three (3) Corridor Plans as more particularly described in Exhibit “A” attached hereto and incorporated herein (the “Project”); and

WHEREAS, Local Agency has selected Ascent (“Contractor(s)”) to provide professional services for the Project; and

WHEREAS, on _____, 20__ SACOG entered into a Master Professional Services Agreement with Contractor and will serve as the contract administrator for the Project (the “Master Agreement”).

NOW, THEREFORE, SACOG and Local Agency agree as follows:

1. Recitals: the recitals above are hereby incorporated in this Agreement.
2. Selection of Contractor: Local Agency has met with Contractor and determined Contractor’s background, skill and experience are consistent with the needs of the Project.
3. Task Orders with Contractor: Local Agency will enter into a Task Order, in substantially the form attached hereto as Exhibit “B”, with Contractor as provided for in the Master Agreement. The Task Order will identify the following: 1) the scope of services containing a detailed description of the services to be performed; 2) the fee containing the rates of compensation, fees, expenses and a not-to-exceed amount; and 3) the schedule of performance enumerating a timeline for completion of tasks including a deadline for

deliverables. The Task Order with Contractor shall be delivered to SACOG for review and approval by SACOG's Project Manager identified in Section 23 herein. The Task Order shall be subject to the Master Agreement Fee Schedule.

4. Monitoring of Contractor: Local Agency shall monitor Contractor's performance of each Task Order and provide quarterly updates to SACOG regarding Project status and the completion of each Task Order. In addition to quarterly updates, Local Agency shall complete any reporting forms that may be required by the source of the Funds or SACOG.
5. Use of Funds: Local Agency shall pay Contractor's invoices directly in accordance with the terms of the Master Agreement. Local Agency must notify Contractor in a timely manner that is consistent with the Master Agreement.
6. Compliance with Laws: Local Agency will comply with all applicable Federal, State, and local laws, codes, ordinances, regulations, orders, circulars, and directives, including, without limitation, all Federal regulatory requirements associated with the funding provided to Local Agency hereunder. Further, Local Agency will require the appropriate debarment certification form from all Local Agency contractors and Local Agency certifies that it will not knowingly enter into any transaction with a contractor, subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State agency.
7. Funding Amount: The amount to be paid to Local Agency under this Agreement will not exceed **three-hundred thousand (\$ 300,000)** unless agreed to in advance by the parties pursuant to a written amendment signed by SACOG's Executive Director or Deputy Executive Director. In no instance will SACOG be liable for any payments or costs for work in excess of this amount, nor for any unauthorized or ineligible costs.
8. Term: The term of this Agreement shall be from the Effective Date until December 31, 2023, unless agreed to in advance by written amendment signed by SACOG's Executive Director or Deputy Executive Director.
9. Independent Contractor: The Local Agency, and the agents and employees of the Local Agency, in the performance of this Agreement, will act as and be independent contractors and not officers or employees or agents of SACOG. Local Agency, its officers, employees, agents, and subcontractors, if any, will have no power to bind or commit SACOG to any decision or course of action, and will not represent to any person or business that they have such power. Local Agency has and will retain the right to exercise full control of the supervision of the work and over the employment, direction, compensation and discharge of all persons assisting Local Agency in the performance of work funded by this Agreement. Local Agency will be solely responsible for all matters relating to the payment of its employees and contractors including, but not limited to, compliance with all laws, statutes, and regulations governing such matters.
10. Accounting Records:

- a. Local Agency, its staff, contractors and subcontractors shall establish and maintain an accounting system and reports that properly accumulate incurred project costs by line. The accounting system shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment voucher or invoices.
- b. Local Agency shall establish a separate ledger account for receipts and expenditure of the Funds and maintain expenditure details in accordance with the scope of work, project timeline and budget.
- c. Local Agency shall maintain documentation of its normal procurement policy and competitive bid process (including the use of sole source purchasing), and financial records of expenditures incurred during the course of the project in accordance with GAAP.
- d. Local Agency agrees that SACOG, HCD and the State of California or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement.

11. Reporting and Payment:

- a. On a quarterly basis, Local Agency will provide SACOG with both a written report on the progress made on the Scope of Work (Exhibit "A") and an invoice for reimbursement. Invoices for contractual work completed through June 30 of a fiscal year must be submitted by July 30. Local Agency shall submit written invoices by e-mail in to SACOG. Local Agency's written progress report shall be completed as required by SACOG, and shall be for the periods ending March, June, September and December. Local Agency shall also provide a copy of Local Agency's annual progress report that is submitted to HCD annually in April.
- b. Payments to Local Agency hereunder will be made in arrears. Local Agency will submit a detailed and properly documented invoice on its letterhead for reimbursement which invoice will include the following: (i) a description of the work performed, (ii) a detailed accounting of costs incurred, and (iii) evidence that Local Agency has already incurred costs for the Project. Attached as Exhibit C is SACOG's matrix of required supporting documentation for Local Agency invoices. Invoices for expenditures incurred prior to January 1, 2021 will not be reimbursed.
- c. The Local Agency shall not be entitled to reimbursement of indirect costs unless a copy of an applicable, approved indirect cost plan has been received by SACOG prior to submittal of the first invoice from the Local Agency. Indirect cost rates shall be submitted annually in accordance with SACOG requirements.
- d. Local Agency will be notified within ten (10) business days following receipt of its invoice by SACOG of any circumstances or data identified by SACOG in Local Agency's invoice that would cause withholding of approval and subsequent payment. Local

Agency's invoice will include documentation of reimbursable expenses and billed items sufficient for SACOG, in its opinion, to substantiate billings. SACOG reserves the right to withhold payment of disputed amounts. Local Agency's failure to comply with any of the reporting requirements in this Agreement may impact Local Agency's ability to receive future REAP funds.

12. Audit, Retention and Inspection of Records:

- a. SACOG or its designee, including but not limited to any State or Federal agency, will have the right to review, obtain, copy, and audit all books, records, computer records, accounts, documentation and any other materials (collectively "Records") pertaining to performance of this Agreement, including any Records in the possession of any contractors or subcontractors. Such Records shall include all records of employment, employment advertisements, employment application forms, and other pertinent employment data, as well as any records pertaining to compliance with Public Contract Code Sections 10115, *et seq.* and Title 21, California Code of Regulations, Chapter 21, Section 2500, *et seq.* (when applicable) and other matters connected with the performance of the contract pursuant to Government Code Section 8546.7.
- b. Local Agency agrees to provide SACOG or its designee, the State, the California State Auditor or any duly authorized representative of the State or Federal government, with any relevant information requested and will permit SACOG or its designees access to its premises, upon reasonable notice, during normal business hours, for the purpose of interviewing employees and inspecting and copying such Records for the purpose of determining compliance with any applicable Federal and State laws and regulations. Local Agency further agrees to maintain such Records for a period of three (3) years after final payment under the Agreement or three (3) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement and any amendments, whichever is later. If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the three (3) years after final payment under this Agreement, all records must be retained by Local Agency, its contractors and subcontractors until completion of the action and resolution of all issues which arise from it. Records related to any and all audits or litigation relevant to this Agreement shall be retained for five (5) years after the conclusion or resolution of the matter. SACOG and HCD shall have the right to audit Local Agency records and interview employees.
- c. If so directed by SACOG upon expiration of this Agreement, the Local Agency will cause all Records relevant to the Scope of Work to be delivered to SACOG as depository.
- d. In addition to any other remedies available to SACOG in law or equity for breach of this Agreement, SACOG, may at its discretion, exercise a variety of remedies,

including, but not limited to, requiring repayment of the Funds disbursed and expended under this Agreement.

13. Third Party Contracts:

- a. All procurements related to the expenditure of the Funds must be conducted using a fair and competitive procurement process. Local Agency may use its own procurement procedures as long as the procedures comply with all City/County laws, rules and ordinances governing procurement, and all applicable provisions of California law.
- b. Any contract entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement and shall be applicable to Local Agency's contractors and subcontractors. Copies of all agreements with contractors and subcontractors shall be submitted to SACOG's project manager.
- c. Local Agency shall be responsible for monitoring and enforcement of all agreements with contractors and subcontractors to ensure compliance with the terms of this Agreement.

14. Termination:

- a. Either party may terminate this Agreement for any reason, with or without cause, at any time, by giving the other party fifteen (15) days written notice. The notice will be deemed served and effective for all purposes on the date it is deposited in the U.S. mail, certified, return receipt requested, addressed to the other party at the address indicated in Section 23 below.
- b. If either party issues a notice of termination, SACOG will reimburse Local Agency for work actually performed up to the effective date of the notice of termination, subject to the limitations in Section 10 and less any compensation to SACOG for damages suffered as a result of Local Agency's failure to comply with the terms of this Agreement.
- c. Local Agency will have the right to terminate this Agreement in the event SACOG is unable to make required payments, including, without limitation, a failure of HCD to appropriate funds. In such event, Local Agency will provide SACOG with seven (7) days written notice of termination. The notice will be deemed served and effective on the date it is deposited in the U.S. mail, certified, return receipt requested, addressed to SACOG at the address indicated in Section 23. SACOG will make payment to Local Agency through the date of termination, subject to the provisions of Section 10 above.

15. Indemnity: Local Agency specifically agrees to indemnify, defend, and hold harmless SACOG, its directors, officers, members, agents, and employees (collectively the

“Indemnitees”) from and against any and all actions, claims, demands, losses, costs, expenses, including reasonable attorneys’ fees and costs, damages, and liabilities (collectively “Losses”) arising out of or in any way connected with the performance of this Agreement. Local Agency shall pay all costs and expenses that may be incurred by SACOG in enforcing this indemnity, including reasonable attorneys’ fees. The provisions of this Section shall survive the expiration, termination, or assignment of this Agreement.

16. Assignment: The parties understand that SACOG entered into this Agreement based on the Project proposed by Local Agency. Therefore, without the prior express written consent of SACOG, this Agreement is not assignable by the Local Agency either in whole or in part.
17. Binding Agreement: This Agreement will be binding on the parties hereto, their assigns, successors, administrators, executors, and other representatives.
18. Time: Time is of the essence in this Agreement and will follow the timeline set forth in the scope of work (Exhibit “A”), unless modified pursuant to Section 19.
19. Amendments: No alteration or variation of the terms of this Agreement will be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, will be binding on any of the parties hereto.
20. Amendments to Task Orders with Contractor: If the Contractor seeks additional fees for work that are beyond the scope of work of the Task Order and the not to exceed amount of the Master Agreement between the Contractor and SACOG, or additional fees are required to complete the Task Order, SACOG and Local Agency must agree in writing on the amended scope of work and fee amount prior to Local Agency entering into the amendment of the Task Order and the start of the additional work. The written amendment between SACOG and Local Agency must identify the amended Task Order, any additional fees for the Contractor and the party responsible for payment of such fees and costs. SACOG shall not be obligated to pay any amount in excess of the Funds.
21. Contractors and Subcontractors: Local Agency will be fully responsible for all work performed by its contractors and subcontractors.
 - a. SACOG reserves the right to review and approve, which approval shall not be unreasonably withheld, any contract or agreement to be funded in whole or in part using funds provided under this Agreement.
 - b. Any contract or subcontract to be funded in whole or in part using funds provided under this Agreement will require the contractor and its subcontractors, if any, to:
 - (1) Comply with applicable State and Federal law requirements that pertain to, among other things, labor standards, Non-Discrimination, the Americans with Disabilities Act, Equal Employment Opportunity, the Drug-Free Workplace Act.

- (2) Maintain at least the minimum State-required Workers' Compensation Insurance for those employees who will perform the work or any part of it.
- (3) Maintain unemployment insurance and disability insurance as required by law, along with liability insurance in an amount that is reasonable to compensate any person, firm, or corporation who may be injured or damaged by the Local Agency or any subcontractor in performing work associated with this Agreement or any part of it.
- (4) Retain all books, records, accounts, documentation, and all other materials relevant to this Agreement for a period of three (3) years from the date of termination of this Agreement, or three (3) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement and any amendments, whichever is later.
- (5) Permit SACOG and/or its representatives, upon reasonable notice, unrestricted access to any or all books, records, accounts, documentation, and all other materials relevant to this Agreement for the purpose of monitoring, auditing, or otherwise examining said materials.

22. Work Product and Data:

a. Definitions

- i. "Work" – The work to be directly or indirectly produced by Local Agency, its employees, or by and of the Local Agency's contractor's, subcontractor's and/or employees under this Agreement.
- ii. "Work Product" – All deliverables created or produced from Work under this Agreement included, but not limited to all, Work and deliverables conceived or made, either solely or jointly with others during the term of this Agreement. Work Product includes all deliverables, inventions, innovations, improvements, or other works of authorship Local Agency and/or Local Agency's contractor or subcontractor may conceive of or develop in the course of this Agreement, whether or not they are eligible for patent, copyright, trademark, trade secret or other legal protection.
- iii. "Inventions" – Any ideas, methodologies, designs, concept, technique, invention, discovery, improvement or development regardless of patentability made solely by the Local Agency or jointly with Local Agency's contractor and/or subcontractor or Local Agency's contractor's and/or subcontractor's employees of SACOG or HCD during the term of this Agreement and in performance of any Work under this Agreement, provided that either the conception or reduction to practice thereof occurs

during the term of this Agreement and in performance of Work issued under this Agreement.

- b. Ownership of Work Product and Rights
 - i. All Work Products derived by the Work performed by Local Agency, its employees or by and of the Local Agency's contractor's and/or subcontractor's employees under this Agreement, shall be jointly owned by HCD, SACOG and Local Agency ("Joint Owners"), and shall be considered to be works made for hire by Local Agency and Local Agency's contractor and/or subcontractor for HCD for the benefit of the Joint Owners. The Joint Owners shall jointly own all copyrights in the Work Product.
 - ii. Local Agency, its employees and all of Local Agency's contractor's, and/or subcontractors employees agree to perpetually assign, and upon creation of each Work Product automatically assign, to the Joint Owners, ownership of all United States and international copyrights in each and every Work Product, insofar as any such Work Product, by operation of law, may not be considered work made for hire by the Local Agency's contractor and/or subcontractor from HCD. From time to time upon Joint Owner's request, Local Agency's contractor and/or subcontractor and/or their employees shall confirm such assignments by execution and delivery of such assignment, confirmations or assignment or other written instruments as HCD may request. Local Agency hereby waives all rights relating to identification of authorship restriction or limitation on use or subsequent modification of the Work.
 - iii. Local Agency, its employees and all Local Agency's contractors and/or subcontractors hereby agree to assign to HCD joint ownership of all Inventions. Local Agency, its employees and Local Agency's contractor and/or subcontractor shall promptly make a complete written disclosure to HCD of each Invention not otherwise clearly disclosed to HCD in the pertinent Work Product, specifically noting features or concepts that the Local Agency, its employees and/or Local Agency's contractor and/or subcontractor believes to be new or different.
 - iv. Upon completion of all work under this Agreement all intellectual property rights, ownership and title to all reports, documents, plans, specifications and estimates, produced as part of this Agreement shall automatically vest in the Joint Owners and no further agreement will be necessary to transfer ownership to the Joint Owners.
23. Project Managers: SACOG's Project Manager for this Agreement is Dov Kadin, unless SACOG otherwise informs Local Agency. With the exception of notice of termination sent by certified mail pursuant to Section 8 above, any notice, report, or other

communication required by this Agreement will be mailed by first-class mail to the SACOG Project Manager at the following address:

Dov Kadin
Sacramento Area Council of Governments
1415 L Street, Suite 300
Sacramento, CA 95814
Email: dkadin@sacog.org

Local Agency's Project Manager for this Agreement is Gina McColl. No substitution of Local Agency's Project Manager is permitted without prior written agreement by SACOG, which agreement will not be unreasonably withheld. With the exception of notice of termination sent by certified mail pursuant to Section 14 above, any notice, report, or other communication to Local Agency required by this Agreement will be mailed by first-class mail to:

City of Roseville
Attn: Gina McColl
DS Planning Division
311 Vernon Street
Roseville, CA 95678
(916) 774-5452
gmccoll@roseville.ca.us

24. Successors: This Agreement will be binding on the parties hereto, their assigns, successors, administrators, executors, and other representatives.
25. Waivers: No waiver of any breach of this Agreement will be held to be a waiver of any prior or subsequent breach. The failure of SACOG to enforce at any time the provisions of this Agreement or to require at any time performance by the Local Agency of these provisions, will in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of SACOG to enforce these provisions.
26. Litigation: Local Agency will notify SACOG immediately of any claim or action undertaken by it or against it that affects or may affect this Agreement or SACOG, and will take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of SACOG.
27. Non-Liability of SACOG: SACOG shall not be liable to Local Agency or any third party for any claim for loss of profits or consequential damages. Further, SACOG shall not be liable to Local Agency or any third party for any loss, cost, claim or damage, either direct or consequential, allegedly arising from a delay in performance or failure to perform under this Agreement.

28. Amendments Required by HCD or State Agencies: If HCD, or any other State agency having jurisdiction, requires a change to the terms of this Agreement, the parties will amend this Agreement as necessary, or will terminate it immediately.
29. Counterparts and Electronic Signatures: This MOU may be signed in one or more counterparts, each of which will constitute an original and all of which taken together shall constitute one and the same instrument. Documents executed, scanned, and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this MOU and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.
30. Authority: The persons signing on behalf of the parties to this MOU each warrant they have the legal authority to execute this MOU.
31. Entire Agreement: This MOU embodies the entire agreement of the parties in relation to the matters contained herein, and no other understanding, whether verbal, written, or otherwise, exists among the parties.
32. Americans with Disabilities Act (ADA) of 1990; Accessibility: By signing this Agreement, Local Agency assures SACOG that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, *et seq.*), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA including, but not limited to, those found within the Code of Federal Regulations, Title 49, parts 27, 37, and 38. Local Agency also agrees that it will award no construction contract unless its plans and specifications for such facilities conform to the provisions of California Government Code Sections 4450 and 4454, if applicable.
33. Compliance with Non-discrimination and Equal Employment Opportunity Laws: It is SACOG's policy to comply with State and Federal laws and regulations including Title VI of the Civil Rights Act of 1964, Americans with Disabilities Act of 1990 (ADA) and other Federal discrimination laws and regulations, (including 49 CFR Part 21 through Appendix C, 23 CFR part 200, 23 CFR part 230, 49 U.S.C. 5332, 42 U.S.C. 12101, *et seq.*, and the Title VI Assurance executed by California under 23 U.S.C. 324 and 29 U.S.C. 794), as well as the Unruh Civil Rights Act of 1959, the California Fair Employment and Housing Act (Government Code Section 12990, *et seq.*), and other California State discrimination laws and regulations. SACOG does not discriminate against any employee or applicant for employment because of race, religion (including religious dress and grooming practices) color, national origin, (includes use and possession of a driver's license issued to persons unable to prove their presence in the United States is authorized under federal law), ancestry, disability, (including physical and mental, including HIV and AIDS) medical condition, (including genetic characteristics, cancer or a record or history of cancer), military or veteran status, marital status, sex/gender (includes pregnancy, childbirth, breastfeeding, and/or related medical conditions), age (40 and above), gender identity, gender expression, or sexual orientation pursuant to Sections 12940 *et seq.* of the

Government Code. SACOG prohibits discrimination by its employees, Local Agencies, contractors and consultants.

Local Agency hereby certifies, under penalty of perjury under the laws of California, that it complies with, and that Local Agency will require that its contractors and subcontractors comply with, the following non-discrimination and equal opportunity laws. Any failure by Local Agency to comply with these provisions shall constitute a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as SACOG may deem appropriate.

- a. Local Agency and its contractors and subcontractors shall comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d, *et seq.*, with U.S. D.O.T. regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act”, 49 C.F.R. Part 21, and with any applicable implementing Federal directives that may be issued. Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person shall, on the basis of race, color, ancestry, national origin, religion, religious creed, sex, age, or disability, be excluded from participation in, denied the benefits of, or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- b. Local Agency and its contractors and subcontractors shall comply with all applicable equal employment opportunity (EEO) provisions of 42 U.S.C. § 2000e, implementing Federal regulations, and any applicable implementing Federal directives that may be issued. Local Agency and its contractors and subcontractors shall ensure that applicants and employees are treated fairly without regard to their race, color, creed, sex, disability, age, or national origin.
- c. Local Agency and its contractors and subcontractors will act in accordance with Title VI and will not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religion, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, age or marital status. Local Agency and its contractors and subcontractors will further ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment, including the improper denial of family and medical care leave and pregnancy disability leave. Local Agency and its contractors and subcontractors will comply with all applicable Federal and State employment laws and regulations including, without limitation, the provisions of the California Fair Employment and Housing Act (Government Code § 12900, *et seq.*) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, § 7285.0, *et seq.*), as well as Title 2, California Code of Regulations, Section 8103. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §§ 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are

incorporated into this Agreement by reference and made a part hereof as if set forth in full. Local Agency and its contractors and subcontractors will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

- d. Local Agency and its subcontractors shall also comply with the Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age, Section 324 of Title 23 U.S.C., prohibiting discrimination based on gender, and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities.
- e. Local Agency, with regard to the work performed by it during the Agreement, shall act in accordance with Title VI. Specifically, Local Agency shall not discriminate on the basis of race, color, ancestry, national origin, religion, religious creed, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.
- f. Local Agency and its contractors will include the provisions of this Section 33 in all contracts to perform work funded under this Agreement. Local Agency shall take such action with respect to any such contract as SACOG or HCD may direct as a means of enforcing such provisions, including sanctions for noncompliance.
- g. Sanctions for Noncompliance: In the event of the Local Agency's noncompliance with the nondiscrimination provisions of this Agreement, SACOG shall impose such contract sanctions as it or HCD may determine to be appropriate, including, but not limited to:
 - i. Withholding of payments to the Local Agency under this Agreement until the Local Agency complies, and/or
 - ii. Cancellation, termination or suspension of the Agreement, in whole or in part.

34. Drug-Free Certification: By signing this Agreement, Local Agency hereby certifies under penalty of perjury under the laws of the State of California that Local Agency will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code § 8350, *et seq.*) and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited, and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The person's or the organization's policy of maintaining a drug-free workplace;

- (3) Any available counseling, rehabilitation, and employee assistance programs; and
 - (4) Penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee of Local Agency who works under this Agreement will:
 - (1) Receive a copy of Local Agency's Drug-Free Workplace Policy Statement; and
 - (2) Agree to abide by the terms of Local Agency's Statement as a condition of employment on this Agreement.

20. Union Organizing: By signing this Agreement, Local Agency hereby acknowledges the applicability of Government Code § 16645 through § 16649 to this Agreement, excluding § 16645.2 and § 16645.7.

- a. Local Agency will not assist, promote, or deter union organizing by employees performing work on this Agreement if such assistance, promotion, or deterrence contains a threat of reprisal or force, or a promise of benefit.
- b. Local Agency will not meet with employees or supervisors on SACOG or State property if the purpose of the meeting is to assist, promote, or deter union organizing, unless the property is equally available to the general public for meetings.

21. Prohibition of Expending State or Federal Funds for Lobbying:

- a. Local Agency certifies, to the best of his or her knowledge or belief, that:
 - (1) No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Local Agency, to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any State or Federal contract, the making of any State or Federal grant, the making of any State or Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State or Federal contract, grant, loan, or cooperative agreement.
 - (2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative Agreement, the Local Agency will complete and submit Standard Form-

LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- b. This certification is a material representation of fact upon which reliance was placed when this Agreement was entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- c. Local Agency also agrees by signing this Agreement that he or she will require that the language of this certification be included in all lower tier contracts and subcontracts.

22. Prevailing Wage and Labor Requirements.

- a. Should Local Agency award any construction contracts utilizing Federal funds under this Agreement, Local Agency agrees to comply with all pertinent statutes, rules and regulations promulgated by the Federal government including, but not limited to, (i) prevailing wage requirements of the Davis Bacon Act (40 U.S.C. §276a, *et seq.*) and related regulations (29 CFR Part 5); (ii) anti-kick back and payroll records requirements of the Copeland "Anti-Kickback" Act (40 U.S.C. §276c and 18 U.S.C. §874) and related regulations (29 CFR Part 3); and (iii) workweek computation and overtime requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. §327-333) and related regulations (29 CFR Part 5).
- b. Should Local Agency award any "public work" contract, as defined by California Labor Code Section 1720, utilizing State funds under this Agreement, Local Agency agrees to comply with all pertinent California statutes, rules, and regulations including, but not limited to, prevailing wage provisions of Labor Code Section 1771.
- c. Any contract or subcontract entered into as a result of this Agreement will contain all of the provisions of this section.

[Signatures on Next Page]

IN WITNESS WHEREOF, THE PARTIES HAVE ENTERED INTO THIS MEMORANDUM
OF UNDERSTANDING AS OF THE DATE FIRST ABOVE WRITTEN:

**SACRAMENTO AREA COUNCIL
OF GOVERNMENTS**

By: _____
James Corless, Executive Director

APPROVED AS TO FORM:

Sloan Sakai Yeung & Wong LLP
Legal Counsel to SACOG

CITY OF ROSEVILLE

By: _____
Dominick Casey
City Manager

EXHIBIT “A”

Project Description

Jurisdiction: City of Roseville

Project Title: REAP 2.0

Project Location: City of Roseville

Project Housing Nexus:

Check all that apply.

☒ Reduce Time

☐ Impact on housing supply and/or affordability

☒ Reduce Development Costs

☒ Increase approval certainty and/or streamlines

entitlements

☐ Infrastructure Capacity

☐ Other: _____

Project Location Type:

Check all that apply.

☒ Green Zone

☐ Community wide

☒ Civic Lab Corridor

☐ Other: _____

Project Goal Statement:

The City is engaged in multiple efforts to encourage and incentivize high density and mixed use housing production in infill areas of the City. These efforts include preparation of Specific Plans for several of the City’s aging commercial corridors surrounding the downtown, which includes consideration of how the City’s existing Downtown and Riverside Gateway Specific Plans can integrate with and provide synergy for the new plans, and a rezone program to implement the Housing Element. The REAP funds will be used to support the text of the corridor plans and rezone program by funding a consultant to prepare graphics and visualizations for the plans and for supporting marketing and redevelopment programs. The goal of the visualizations is to contextualize density and mixed use for the community, in order to facilitate community investment in redevelopment, high density housing, and mixed use. The funds will also be used to fund staff time for coordination and implementation efforts.

Project Description:

The project includes preparation of three specific plans and vendor preparation of graphics and visualizations to support the City’s redevelopment efforts as well as staff time for coordination and implementation of the corridor plans.

Implementation:

The visualizations will be shared as part of community outreach efforts as well as incorporated into the corridor plans prior to adoption by City Council.

<i>Task #</i>	<i>Detailed Description of Tasks / Milestones</i>	<i>Task Timeline (in months and year)</i>	<i>Deliverable(s) including delivery date</i>	<i>Total Budget</i>	<i>REAP Funding</i>	<i>Other Funds (include source)</i>
1	Regular reporting to SACOG	Quarterly	- Progress report and invoicing (quarterly) - Copy of Annual Progress Report submitted to HCD (annually in April – assumed to be the latest Specific Plans) - Summary of potential housing units impacted by project (final deliverable upon project completion - assumed to be excerpts from the Specific Plans)	\$0	\$0	
2	Collaboration with SACOG on Civic Lab-related activities that may include: - Case Study on Civic-Lab specific work along Harding Boulevard - Flow Cart that demonstrates how current project work leads to accelerated housing production through participation in Civic Lab and other related programs, current planning/project work, and future funding identification - Presentation of experience/lessons learned from planning/project work to Civic Lab teams or other entities that may benefit.	As needed	- Review, edit, provide input/feedback, and approve Flow Chart developed by SACOG (conclusion of project) - Review, edit, provide input/feedback, and approve Case Study developed by SACOG (conclusion of project) - Present findings and lessons learned to Civic Lab teams or other related groups (as needed)	\$0	\$0	

3	Corridor Specific Plan preparation and implementation	July 2021-Dec 2023	• Completing three (3) specific plans • Managing of Ascent contract, including overseeing budget and contract deliverables • Obtaining regulatory approvals for three (3) specific plans • Implementation of three (3) specific plans including outreach efforts, marketing, and other implementation efforts identified in the specific plans.		130,937	
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EXHIBIT “B”

TASK ORDER NO. ___ TO THE AGREEMENT BETWEEN CITY OF ROSEVILLE AND ASCENT, URBAN DESIGN AND PLANNING

This Task Order No. ___ is entered into on this ____ day of _____, 20____ (“Effective Date”) by and between the CITY OF ROSEVILLE (“Agency”) and ASCENT, URBAN DESIGN AND PLANNING (“Contractor”)

WHEREAS, the Sacramento Area Council of Governments (“SACOG”) and Contractor entered into a Master Professional Services Agreement on _____, 2021 (the “Agreement”); and

WHEREAS, Agency is a member of SACOG and desires that Contractor, pursuant to the Agreement, perform certain professional services; and

WHEREAS, the Contractor now agrees to perform the following scope of services for this Task Order No. pursuant to the terms and conditions of the Agreement.

NOW, THEREFORE, the parties agree to the following:

1. Scope of Services

<i>Task #</i>	<i>Detailed Description of Tasks / Milestones</i>	<i>Task Timeline (in months and year)</i>	<i>Deliverable(s) including delivery date</i>	<i>Total Budget</i>	<i>REAP Funding</i>	<i>Other Funds (include source)</i>
TASK 1: PROJECT INITIATION						
1.1	Initial Meeting and Site Visit Ascent members and City staff will hold an initial meeting to discuss the overall vision, key characteristics and opportunities for each Plan Area, points of interest, and other relevant issues such as the draft outline of the Specific Plans. During this meeting, potential locations and views for conceptual site plans and 3D renderings will be discussed. We will also discuss the City’s goals for various graphics and imagery. Ascent will conduct a site visit following the initial meeting to observe and better understand the site conditions on the ground, during which photographs will be taken to be used as the base for the identified renderings.	July 2021	1. Initial meeting summary 2. Site photos (for identified sites)	\$2,683		
1.2	Data Collection and Base Mapping Ascent will collect and compile site-related data for	July 2021	None	\$2,578		

	base mapping and site analysis. It is assumed the City and its consultants will provide a majority of the data in GIS and/or CAD format, such as the Plan Area boundaries, street rights-of-way and curbs, parcel lines, existing uses, building footprints, trails, transit, land use, and zoning. Ascent will also seek to fill any data gaps through visual surveys of the site, publicly available sources such as Google Earth, and subscription-based mapping and data analytics tools such as UrbanFootprint.					
1.3	Opportunity Sites Analysis Using the data collected, Ascent will conduct a graphic analysis of the opportunity sites for each Plan Area, to inform the urban design framework plans and selection of sites for development typology studies in the following tasks. Besides the vacant and underutilized parcels, Ascent will coordinate with the City to identify additional opportunity sites within the Plan Areas such as those with active development interest or empty large-format commercial properties that could be redeveloped, to help catalyze the transformation of these corridors.	July 2021	1. Opportunity Sites Analysis diagrams for each Plan Area	\$4,086		
TASK 2: CONCEPTUAL PLAN DEVELOPMENT						
2.1	Urban Design Framework Diagrams Following the opportunity sites analysis under Subtask 1.3 and based on consolidated input from City staff (including input from the community and stakeholders), Ascent will develop draft urban design framework diagrams for the commercial corridors. The framework diagrams will depict the proposed land uses, street network, parks and open space, desired streetwalls/building frontages and height zones, transit route and stops, pedestrian/bike trails, and transitions to adjacent existing uses. Although the Specific Plan will rely on the City's established zoning designations and development standards, these diagrams will provide helpful context for the specific plan standards and associated images. Relevant character images will accompany the diagrams to support the concepts and ideas. Based on feedback received on the draft framework plans, Ascent will move on to preparing the final urban design framework diagrams for incorporation into the Specific Plan documents.	Aug–Sep 2021	1. Urban design diagrams for each Plan Area 2. Character Images	\$8,121		
2.2	Development Typologies Based on consolidated input from City staff, Ascent will prepare conceptual site plans and 3D massing diagrams for the selected vacant/underutilized parcels and opportunity sites along the corridors. The sites will be selected to represent broader conditions that are common and characteristic of the Plan Area, so that these can be used as development typologies that can be applied to other sites with similar conditions. These site conditions and development typologies may include:	Sep–Oct 2021	1. Conceptual site plans for selected sites (assumes up to 5 or 6 development typologies total) 2. 3D massing diagrams for the development typologies	\$19,021		

	▪ Small to medium-sized parcels suitable for standalone commercial or vertical mixed-use development ▪ Infill and reuse concepts of larger commercial/office sites adequate for vertical and/or horizontal mixed-use development ▪ Residential parcels with high density attached or multifamily housing As the final development program and timeframe of these parcels are largely unknown, the development typologies will help set the palette and tone for the desirable urban form and character, and used as supporting diagrams for the development and design standards in the Specific Plan documents. These typologies will also be used in the mock-up views for the 3D renderings in Subtask 3.1. Ascent will work with City staff to select the sites and identify options for the associated development typologies. A draft set of development typologies will be provided for review and comments, followed by a final set for the Specific Plan documents.					
TASK 3: 3D RENDERINGS						
3.1	Preliminary 3D Perspective Mock-ups Up to 3 to 4 street-level renderings are assumed for each Plan Area, focusing on the street-fronting parcels to illustrate and characterize potential build-out conditions along the commercial corridors. Using the development typologies prepared in Subtask 2.2, Ascent will provide initial rough mock-ups, to get approval from the City on the locations and views of each perspective, as well as the general massing and form of the proposed developments depicted along the corridors.	Oct 2021	1. 3D perspective mock-ups	\$11,780		
3.2	Prepare Draft and Final 3D Renderings Upon establishing the locations and views using initial mock-up, Ascent will proceed to preparing draft and final 3D renderings to coincide with the Administrative Draft and Public Review Draft Specific Plan submittals. Information regarding specific streetscape improvements proposed by the transportation consultant is assumed to be provided to Ascent, to be reflected in the renderings.	Nov–Dec 2021	1. Draft 3D renderings (included in the Administrative Draft Specific Plan) 2. Final 3D renderings (included in the Public Draft Specific Plan)	\$25,542		
TASK 4: SPECIFIC PLAN DOCUMENTS MOCK-UP						
4.1	Documents Outline and Mock-up Ascent will discuss the final Specific Plan outline with City staff and use the provided text to prepare mock-ups of the three Specific Plan documents. This step will be useful in understanding how the documents are organized in a user-friendly and graphic manner, and in identifying which graphics/photos are needed. This will also provide an opportunity for the City to preview the formatting and layout of the documents. A level of consistency in document style and layout is assumed for all three documents.	Oct 2021	1. Specific Plan documents outline and mock-up	\$15,985		

TASK 5: PREPARE SPECIFIC PLAN DOCUMENTS

Note: Ascent's scope and budget assumes the development of four rounds of documents in Task 5, including an Administrative Draft, a Screencheck Draft, a Public Review Draft, and a Final document, for each of the three Plans. We have assumed a budget allocation for each iteration, however, may reallocate the funding as needed among Subtasks 5.1-5.4 depending on comments received while treating the fee for Task 5 as a not-to-exceed maximum amount.

5.1	Administrative Draft Specific Plans Based on the feedback received for the document mock-ups under Task 4, Ascent will prepare the three Administrative Specific Plan documents for review by City staff. The Administrative Draft will include the latest text from the City, as well as the graphics and draft 3D renderings prepared in the earlier Tasks. Photos to describe desired character will also be integrated within each document.	Nov-Dec 2021	1. Administrative Draft Specific Plans (in MS Word)	\$24,581		
5.2	Screencheck Draft Specific Plans Based on consolidated comments provided by City staff on the Administrative Draft, Ascent will prepare the three Screencheck Draft Specific Plan documents.	Dec-Jan 2022	1. Screencheck Draft Specific Plans	\$15,591		
5.3	Public Review Draft Specific Plans Ascent will incorporate the comments received on the Screencheck Draft Specific Plans in the preparation of the three Public Review Draft Specific Plan documents. The Public Review Draft documents will include the final 3D renderings.	Jan 2022	1. Public Review Draft Specific Plans	\$7,683		
5.4	Final Specific Plans Ascent will prepare final edits to the three Specific Plan documents, based on consolidated comments following the public review and comment period. It is anticipated that these edits will be minor and editorial in nature, given the public outreach and participation already built into the overall planning process.	Mar 2022	1. Final Specific Plans	\$5,154		

TASK 6: MEETINGS AND PROJECT MANAGEMENT

6.1	Meetings and Project Management Ascent assumes regular coordination calls with City staff to check in on the project progress. We have budgeted up to 10 coordination meetings to be conducted using Microsoft Teams or other virtual platforms.		1. Meeting summaries	\$9,258		
------------	--	--	----------------------	---------	--	--

TASK 7: OTHER

	Ascent has assumed a budget for additional urban design and planning needs that may arise throughout the process. These may include additional design studies, renderings, meetings, or revisions to the documents than what is specified above, or other general needs that may arise throughout the Specific Plan process such as participation in public outreach or attendance at the hearing sessions. Ascent will discuss with the City a formal Change Order, if and when additional services are needed.			\$15,000		
--	--	--	--	----------	--	--

Reimbursable Expenses						
				\$2,000		
Total Fee (including Contingency and Reimbursable Expenses)				\$169,063		

2. Fee

All work shall be performed by Contractor at the rates established in Exhibit A-1 to the Agreement, the Master Agreement Fee Schedule. The total amount to be paid to the Contractor shall not exceed \$169,063 unless expressly authorized in writing by Agency and SACOG’s Executive Director or Deputy Executive Director.

3. Insurance Requirements:

Contractor agrees to maintain the below insurance requirements:

General - Required Coverage/Documentation

- General Liability: \$1 Million per occurrence /\$2 Million aggregate
- Automobile Liability: \$1 Million combined single limit
- Workers' Compensation: Statutory *Must provide a Waiver of subrogation
- Design Professional: \$2 Million/occurrence/ \$4 Million aggregate
Professional Liability: \$2 Million/occurrence
- Additional Insured Endorsement (AIE) - General Liability policy: CG 20 38 04 13 or an equivalent, blanket endorsement or section of the policy. Endorsement shall cover the City of Roseville, its officers, agents, employees and volunteers as additional insured.
- Policies must be primary and non-contributory
- A 30 day notice of cancellation must be provided
- List certificate holder as: The City of Roseville - Insurance Compliance, PO Box 100085-R1, Duluth, GA 30096

4. This Task Order No. _____ is subject to the terms and conditions of the Agreement.

IN WITNESS WHEREOF, Agency and Contractor have entered into this TaskOrder No. _____ as of the Effective Date.

CITY OF ROSEVILLE

Dominick Casey
City Manager- City of Roseville

ASCENT ENVIRONMENTAL, INC.

AMANDA OLEKSZULIN
CFO

APPROVED BY:

DOV KADIN
Associate Planner

ORDINANCE NO. 6389

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2021-22
BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY
EFFECTIVE AS AN APPROPRIATION MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2021-22, is hereby amended as listed on the attached budget adjustment for the Regional Early Action Planning 2.0 Sacramento Area Council of Governments (SACOG) grant funding.

SECTION 2. This ordinance is hereby declared to be an appropriation measure, immediately effective pursuant to the provisions of Section 5.03 of the Charter.

SECTION 3. The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three (3) conspicuous locations in the City and she shall immediately after such posting enter in the ordinance book, under the record of the ordinance, a certificate under her hand stating the time and place of such publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville, this _____ day of _____, 2020, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE: Brandy LeBeau - Management Analyst FISCAL YEAR: FY22
PREPARER NAME & TITLE: Brandy LeBeau - Management Analyst COUNCIL DATE (if applicable): 8/18/2021
DEPARTMENT/DIVISION: Development Services - Planning Division ORDINANCE: _____

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
1001	5301	84001	700033	169,000	Professional services for visual and graphics
1001	5080	84001	700033	131,000	Staff costs to project
TOTAL				300,000	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
1001	4410	84001	700033	300,000	Planning Corridor - REAP 2.0 SACOG Grant funding
TOTAL				300,000	

NET ADJUSTMENT	-
----------------	---

FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
TOTAL				-	

Justification for Budget Adjustment:

This budget adjustment is requested to establish funding for the Sacramento Area Council of Governments (SACOG) Corridor Planning Grant.

		REQUIRED APPROVALS:		Scott Pettingell Digitally signed by Scott Pettingell Date: 2021.07.14 16:14:08 -07'00'	
REQUESTING DEPARTMENT HEAD / DESIGNEE		DATE		BUDGET MANAGER / DESIGNEE	
Dennis Kauffman Digitally signed by Dennis Kauffman Date: 2021.07.14 16:46:28 -07'00'		Jul 12, 2021			
CHIEF FINANCIAL OFFICER / DESIGNEE		DATE		CITY MANAGER / DESIGNEE	
BUDGET DEPARTMENT USE ONLY:					
POSTED BY		DATE			

Revised: June 24, 2019



COUNCIL COMMUNICATION

CC #: 1659

File #: 0400-04-17-01

Title: Vineyards at Foothills Parcel Map

Contact: Kerry Andrews 916-774-5346 kandrews@roseville.ca.us

Meeting Date: 8/18/2021

Item #: 6.19.

RECOMMENDATION TO COUNCIL

It is recommended that the City Council approve the parcel map on file with the City Clerk and accept, on behalf of the public, the rights-of-way and easements offered thereon.

BACKGROUND

The Development Services - Engineering Division has reviewed the subject parcel map and found that it is in compliance with the Subdivision Map Act and the City's Subdivision Ordinance and all conditions of the tentative map have been met.

This map will be creating 2 parcels.

FISCAL IMPACT

There is no fiscal impact to the City's General Fund associated with this approval.

ENVIRONMENTAL REVIEW

The project consists of a minor land division resulting in two parcels in an urbanized area zoned for commercial purposes; therefore, the project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15315, and Section 305 of the City's CEQA Implementing Procedures (adopted by the City Council on January 20, 2021, Resolution No. 21-018).

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Kerry Andrews, Assistant Engineer

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Parcel Map

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFIES THAT THEY ARE THE ONLY PERSON HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THIS PARCEL MAP FOR "VINEYARDS AT FOOTHILLS" SHOWN HEREON AND THEY HEREBY CONSENT TO THE PREPARATION AND RECORDING OF THIS MAP AND DO HEREBY DEDICATE FOR SPECIFIC PURPOSES THE FOLLOWING: THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:

1. PUBLIC EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF GAS PIPES, AND FOR UNDERGROUND AND OVERHEAD WIRES AND CONDUITS FOR ELECTRIC, TELEPHONE, AND TELEVISION SERVICES, AND TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, ON, OVER, UNDER AND ACROSS PARCELS A, B, & C SHOWN HEREON (EXCLUDING ANY AND ALL AREAS OF SAID PARCELS OCCUPIED BY EXISTING & FUTURE STRUCTURES).
2. PUBLIC EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF, BUT NOT LIMITED TO WATER, SANITARY SEWER, AND GAS PIPES, AND FOR UNDERGROUND AND OVERHEAD WIRES AND CONDUITS FOR ELECTRIC, TELEVISION, AND TELEPHONE SERVICES, AND FOR ELECTROLIERS, TRAFFIC CONTROL APPURTENANCES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, ON, OVER, UNDER AND ACROSS THE STRIP OF LAND CONTIGUOUS TO THE ROAD & BOULEVARD AND SHOWN HEREON AND DESIGNATED "P.U.E." (PUBLIC UTILITY EASEMENT).
3. PUBLIC EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF DRAINAGE PIPES, AND UNDERGROUND FACILITIES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER UNDER AND ACROSS THE STRIP OF LAND ON PARCEL "A", SHOWN HEREON AND DELINEATED AS "PUBLIC STORM DRAINAGE EASEMENT".
4. PUBLIC SEWER EASEMENT FOR CONSTRUCTING AND MAINTAINING SEWER FACILITIES, TOGETHER WITH ANY AND ALL APPURTENANCE PERTAINING THERETO ON, OVER, UNDER AND ACROSS THE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "PUBLIC SEWER EASEMENT".
5. PUBLIC EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF WATER PIPES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, ON, OVER, UNDER, AND ACROSS THE LAND SHOWN HEREON AND DELINEATED AS "PUBLIC WATER EASEMENT".
6. PUBLIC EASEMENT FOR PEDESTRIAN ACCESS AND FOR THE INSTALLATION AND MAINTENANCE OF A BUS SHELTER TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, AND ACROSS THOSE STRIPS OF LAND (OR STRIP OF LAND) SHOWN HEREON AND DESIGNATED "BUS SHELTER EASEMENT".

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES:

1. AS PUBLIC RIGHT-OF-WAY THOSE AREAS SHOWN HEREON AND DESIGNATED "RIGHT-OF-WAY".

PARMAR, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: _____
PARNEET PARMAR, MANAGING MEMBER

NOTARY'S ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
) ss
COUNTY OF _____)
ON _____ BEFORE ME, _____

A NOTARY PUBLIC, PERSONALLY APPEARED _____

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

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

WITNESS MY HAND

SIGNATURE: _____ (SEAL)

PRINT NAME: _____

PRINCIPAL PLACE OF BUSINESS: COUNTY OF _____

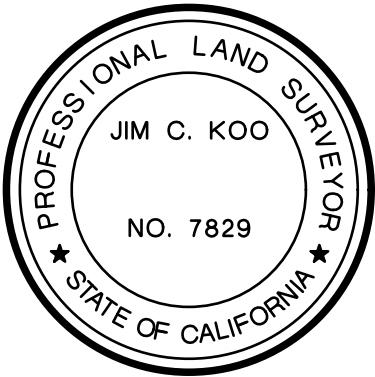
MY COMMISSION NUMBER IS: _____ AND EXPIRES ON: _____

SURVEYOR'S STATEMENT

THIS PARCEL MAP FOR "VINEYARDS AT FOOTHILLS" WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED ON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF PARAMAR, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, ON 9/21/2016. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE 12 AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

DATE: _____

JIM C. KOO
REGISTRATION NUMBER: L.S. 7829
EXPIRATION DATE: 12/31/2022



CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS PARCEL MAP OF VINEYARDS AT FOOTHILLS AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

DATE: _____

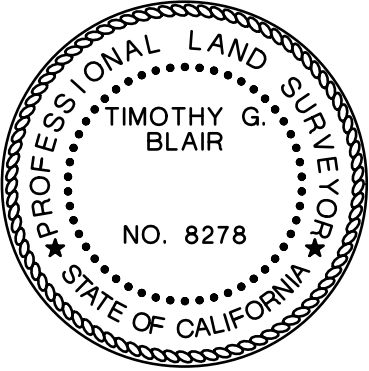
MARC STOUT
CITY ENGINEER, CITY OF ROSEVILLE
R.C.E. #69879 EXPIRATION DATE 9/30/2022

I HEREBY STATE THAT I AM SATISFIED THAT THIS PARCEL MAP FOR VINEYARDS AT FOOTHILLS IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

DATE: _____

TIMOTHY G. BLAIR, PLS
PLS #8278, EXPIRATION DATE 12/31/2021

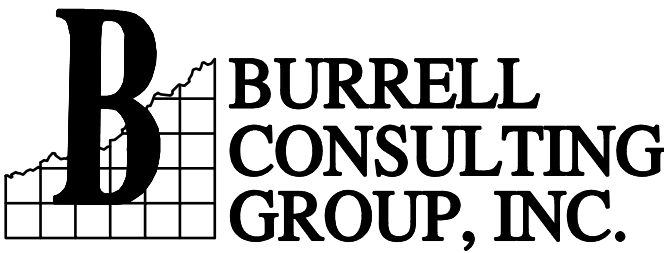


**PARCEL MAP FOR
VINEYARDS AT FOOTHILLS
SUBDIVISION NO. PL17-0274**

**ALL OF PARCEL 'A' AS SHOWN ON PARCEL MAP FILED IN
BOOK 29 OF PARCEL MAPS, PAGE 97 AND ALL OF THE
LAND DESCRIBED IN THAT CERTAIN GRANT DEED
RECORDED PER DOCUMENT NO. 2008-0009712
OFFICIAL RECORDS OF PLACER COUNTY
SITUATED IN SECTION 10, T.10N., R.6E., M.D.M.**

**CITY OF ROSEVILLE
COUNTY OF PLACER CALIFORNIA**

**SHEET 1 OF 3
JULY 2021**



**1001 Enterprise Way, Suite 100
Roseville, CA 95678 (916) 783-8898**

CITY CLERK'S STATEMENT

I HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF ROSEVILLE HAS APPROVED THIS PARCEL MAP OF VINEYARDS AT FOOTHILLS AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, THE RIGHTS-OF-WAY AND EASEMENTS OFFERED HEREON FOR DEDICATION IN ACCORDANCE WITH THE TERMS OF THAT OFFER.

DATED: _____
CITY CLERK, CITY OF ROSEVILLE

BY: _____
ASSISTANT CITY CLERK

RECORDER'S STATEMENT

ACCEPTED FOR RECORD AND FILED WITH THE OFFICE OF THE RECORDER OF PLACER COUNTY, STATE OF CALIFORNIA, AT ____ MINUTES AFTER ____ O'CLOCK ____ ON THE ____ DAY OF _____, 202__ AND RECORDED IN BOOK _____ OF PARCEL MAPS, AT PAGE _____, AT THE REQUEST OF BURRELL CONSULTING GROUP, INC.

FILE NO: _____
COUNTY RECORDER

FEE: _____ BY: _____
DEPUTY

TRUSTEE'S STATEMENT

STEWART TITLE OF PLACER, A CALIFORNIA CORPORATION, AS TRUSTEE UNDER DEED OF TRUST RECORDED JUNE 14, 2018, IN DOCUMENT NO. 2018-0042727, OFFICIAL RECORDS OF PLACER COUNTY, CALIFORNIA HEREBY CONSENT TO PREPARATION AND FILING OF THIS MAP.

BY: _____

PRINT NAME: _____

NOTARY'S ACKNOWLEDGMENT

BY:
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)
) ss
COUNTY OF _____)

ON _____ BEFORE ME, _____,

A NOTARY PUBLIC, PERSONALLY APPEARED _____

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

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

WITNESS MY HAND

SIGNATURE: _____ (SEAL)

PRINT NAME: _____

PRINCIPAL PLACE OF BUSINESS: COUNTY OF _____

MY COMMISSION NUMBER IS: _____ AND EXPIRES ON: _____

TRUSTEE'S STATEMENT

FIRST AMERICAN TITLE INSURANCE COMPANY, A CALIFORNIA CORPORATION, AS TRUSTEE UNDER DEEDS OF TRUST RECORDED JANUARY 10, 2012 IN DOCUMENT No. 2012-0002051 AND JUNE 14, 2018, IN DOCUMENT NO. 2018-0042720, OFFICIAL RECORDS OF PLACER COUNTY, CALIFORNIA HEREBY CONSENT TO PREPARATION AND FILING OF THIS MAP.

BY: _____

PRINT NAME: _____

NOTARY'S ACKNOWLEDGMENT

BY:
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)
) ss
COUNTY OF _____)

ON _____ BEFORE ME, _____,

A NOTARY PUBLIC, PERSONALLY APPEARED _____

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

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

WITNESS MY HAND

SIGNATURE: _____ (SEAL)

PRINT NAME: _____

PRINCIPAL PLACE OF BUSINESS: COUNTY OF _____

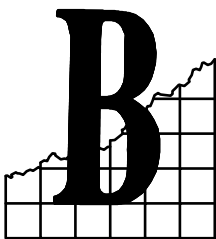
MY COMMISSION NUMBER IS: _____ AND EXPIRES ON: _____

**PARCEL MAP FOR
VINEYARDS AT FOOTHILLS
SUBDIVISION NO. PL17-0274**

**ALL OF PARCEL 'A' AS SHOWN ON PARCEL MAP FILED IN
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RECORDED PER DOCUMENT NO. 2008-0009712
OFFICIAL RECORDS OF PLACER COUNTY
SITUATED IN SECTION 10, T.10N., R.6E., M.D.M.**

**CITY OF ROSEVILLE
COUNTY OF PLACER CALIFORNIA**

**SHEET 2 OF 3
JULY 2021**

 **BURRELL
CONSULTING
GROUP, INC.**
1001 Enterprise Way, Suite 100
Roseville, CA 95678 (916) 783-8898

PARCEL MAP FOR
VINEYARDS AT FOOTHILLS
SUBDIVISION NO. PL17-0274

ALL OF PARCEL 'A' AS SHOWN ON PARCEL MAP FILED IN
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SITUATED IN SECTION 10, T.10N., R.6E., M.D.M.

CITY OF ROSEVILLE
COUNTY OF PLACER CALIFORNIA

SHEET 3 OF 3
JULY 2021

B BURRELL
CONSULTING
GROUP, INC.
1001 Enterprise Way, Suite 100
Roseville, CA 95678 (916) 783-8898

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CENTERLINE OF RIESLING DRIVE, BETWEEN FOUND MONUMENTS PER BOOK 29 OF PARCEL MAPS, PAGE 97, THE BEARING OF WHICH IS NORTH 00°37'19" WEST.

NOTES

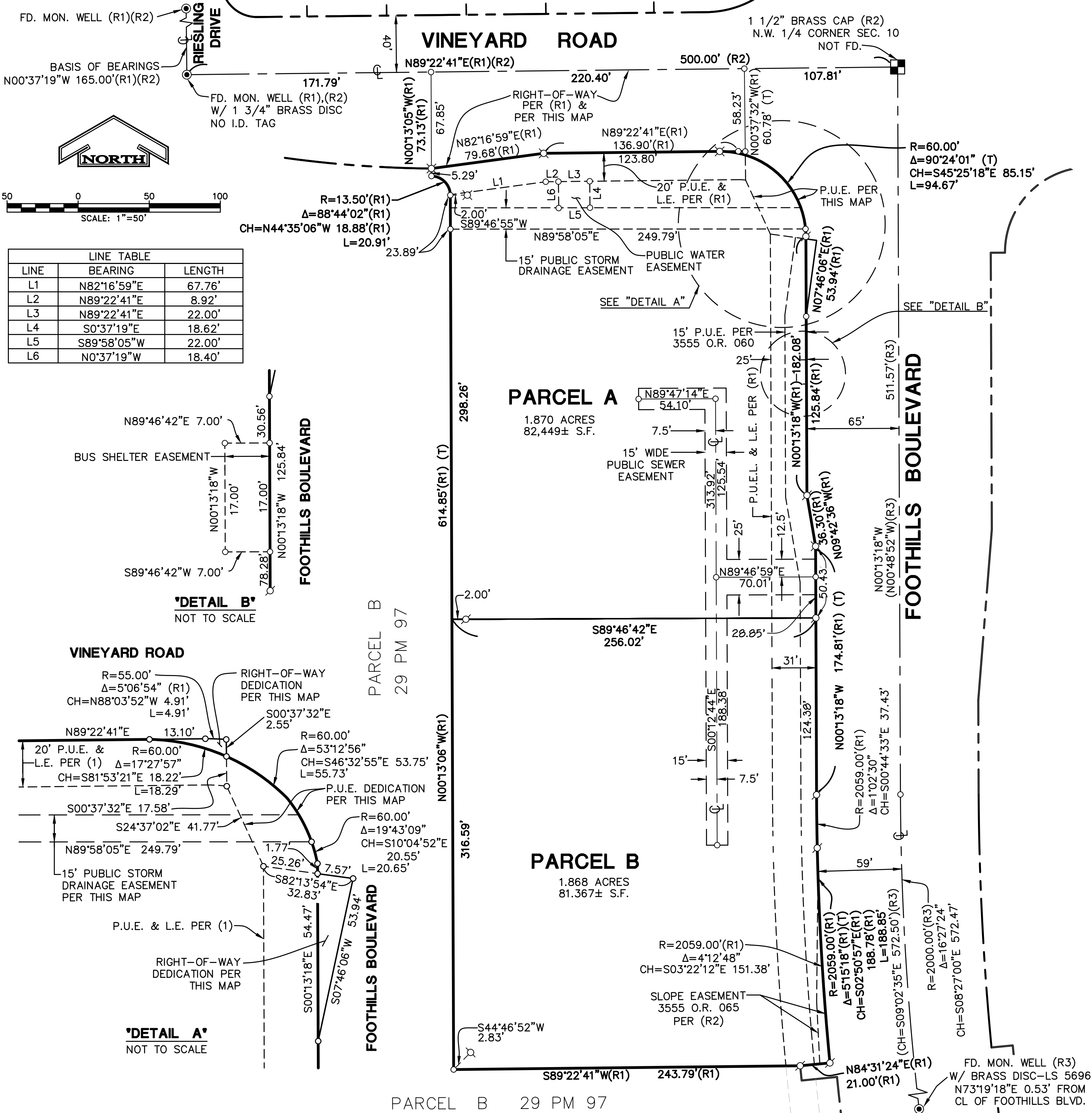
1. THIS PARCEL MAP CREATING 2 PARCELS CONTAINS A GROSS AREA OF 3.738 ACRES, MORE OR LESS.
2. A DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS FOR THIS SUBDIVISION HAS BEEN RECORDED CONCURRENTLY WITH THIS PARCEL MAP AS DOC. # _____, OFFICIAL RECORDS OF PLACER COUNTY; SAID DECLARATION PROVIDES FOR RECIPROCAL ACCESS, PARKING, DRAINAGE, AND PARTICIPATION IN A TRANSPORTATION SYSTEM MANAGEMENT PLAN WITH THE CITY.

REFERENCES

RECORDED PER 29 PM 97(R1)
RECORDED PER "P" MAPS 91(R2)
RECORDED PER "R" MAPS 49(R3)
RECORDED PER DOC. NO. 2008-0009721 (R4)

LEGEND

CHORD CH
DIMENSION POINT O
NOTHING FOUND, NOTHING SET
FOUND MONUMENT WELL AS
NOTED
SET 5/8" REBAR
TAGGED LS 7829
SET LEAD & NAIL TAGGED LS 7829 .. X
LANDSCAPE EASEMENT L.E.
PEDESTRIAN EASEMENT P.E.
PUBLIC UTILITY EASEMENT LINE P.U.E.L.
TOTAL LENGTH (T)
OF LINE





COUNCIL COMMUNICATION

CC #: 1658
File #: 0102-12

Title: League of California Cities Annual Conference 2021 - Voting Delegate
Recommendation

Contact: Mark Wolinski 916-774-5179 mwolinski@roseville.ca.us

Meeting Date: 8/18/2021
Item #: 6.20.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council appoint by motion, Council Member Scott Alvord as the voting delegate to the League of California Cities business meeting of the General Assembly. (Attachment A) The annual business meeting will be held at noon on Friday, September 24, 2021.

BACKGROUND

The League of California Cities Annual Conference is being held September 22 - 24, 2021 in Sacramento, CA. The annual business meeting will be held at noon on Friday, September 24, 2021 when the membership takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, the City Council must designate a voting delegate. Designated voting delegates registered to attend the Annual Conference constitute the League's General Assembly. Voting during the business meeting is an important aspect of the conference where the membership takes action on conference resolutions. Annual conference resolutions guide cities and the League in efforts to improve the quality, responsiveness and vitality of local government in California.

FISCAL IMPACT

Registration is approximately \$520 for the delegate and the funds were approved in the City Council's FY2021-22 budget.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378.

The recommendation of a voting delegate meets the above criteria and is not subject to CEQA.
No additional environmental review is required.

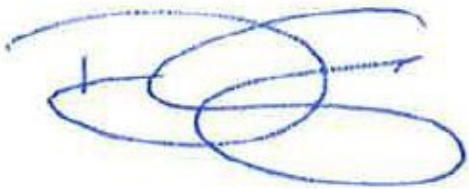
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal B - Support community engagement and advocacy

Respectfully Submitted,

Mark Wolinski, Government Relations Administrator

Megan Scheid, Deputy City Manager



Dominick Casey, City Manager

ATTACHMENTS:

Description

League Annual Conference 2021-Voting Delegate-Attachment A

**2021 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM**

Please complete this form and return it to Cal Cities office by **Wednesday, September 15, 2021**. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

To vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____

Email: _____

Mayor or City Clerk _____

Date: _____ Phone: _____

(circle one)

(signature)

Please complete and return by Wednesday, September 15, 2021 to:

Darla Yacub, Assistant to the Administrative Services Director

E-mail: dyacub@cacities.org

Phone: (916) 658-8254



Annual Conference Voting Procedures

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the Cal Cities Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.



COUNCIL COMMUNICATION

CC #: 1663
File #: 0800-02

Title: Placer County Water Agency Middle Fork Project Water Supplies - Side Letter Agreement
Contact: Sean Bigley 916-774-5513 sbigley@roseville.ca.us

Meeting Date: 8/18/2021
Item #: 7.1.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution to authorize the City Manager to sign a Side Letter Agreement with Placer County Water Agency (PCWA) on Middle Fork Project (MFP) Water Supplies to allow for unused 2021 MFP water paid for by the City of Roseville (City) to be stored in PCWA's reservoirs for use by the City in 2022; and/or, if approved by the Bureau of Reclamation (Reclamation), have unused 2021 Roseville MFP water stored in Folsom Reservoir for use by the City of Roseville in 2022.

BACKGROUND

The City of Roseville's (City or Roseville) primary water supplies consist of water provided under contract from the United States Bureau of Reclamation (Reclamation) through the Central Valley Project (CVP), and water provided under contract with the Placer County Water Agency (PCWA or Agency) from the Agency's Middle Fork Project (MFP). Each of these water supplies are diverted from Folsom Reservoir.

As a result of the critically dry conditions in 2021, Reclamation has reduced the City of Roseville's CVP contract supply allocation to twenty-five percent (25%). The City has implemented various water conservation measures to reduce customer water demands and is utilizing groundwater pumping to further reduce surface water diversions from Folsom Reservoir, given the impacts of the drought.

As of July 1, 2021, the contract between PCWA and the City of Roseville relating to water supply and exchanges (Water Supply Contract) obligates the City to take-or-pay for 25,000 Acre-Feet (AF) of MFP water. Prior to planning for water conservation measures and groundwater pumping, the City anticipated and requested 19,000 AF of MFP water in 2021 from PCWA. With the expected results of water conservation and utilization of groundwater, the City expects to utilize approximately 13,200 AF of its PCWA supply in 2021.

As an additional drought mitigation effort, Roseville and PCWA staff have negotiated a proposed

Side Letter Agreement to the Roseville Middle Fork Water Supply Contract (MFP Contract) to allow Roseville and PCWA to work together on two options that allow for Roseville water conservation and groundwater usage in 2021 be recognized as a “water credit” that can be applied for Roseville’s water availability in 2022. These options are described below as “Primary Option” and “Secondary Option.”

City of Roseville and PCWA staff, upon approval of their City Council and Board of Directors, would immediately implement the Primary Option, and would only implement the “Secondary Option” if initiated by Reclamation and determined to be in the City of Roseville and PCWA’s mutual interest to proceed.

Primary Option: Storage of 2021 Roseville unused MFP water in PCWA reservoirs

In order to prepare for the possibility of an even further reduction of the City’s CVP water supply allocation in 2022, should the current drought conditions persist, City of Roseville staff has negotiated with PCWA to access an amount of additional MFP water in 2022 equal to a portion of that amount not needed by the City of Roseville in 2021 as a result of the City of Roseville’s water conservation and groundwater pumping activities.

This arrangement allows for PCWA to provide a 2021 water credit for surface water not used due to water conservation and groundwater usage in Roseville in 2021, and allow Roseville to apply that water credit in 2022, which will be important if California experiences another dry winter.

Therefore, in recognition of the City’s reduced demands in 2021, through this proposed Side Letter Agreement to the City’s current MFP Water Service Contract, Roseville is requesting that PCWA make available to the City up to 30,000 acre-feet of water in 2022. This amount would include the City’s take-or-pay amount of 25,000 acre-feet and an additional one-time contract allocation of up to 5,000 acre-feet, which is a portion of the City’s reduced demand in 2021 (2021 water credit).

The City recognizes that this request, if agreed to by PCWA, would not create a precedent for future years and would be provided solely to accommodate the extraordinary hydrologic circumstances present in 2021.

Payment for the additional contract allocation in 2022 would be per the terms of the MFP Water Supply Contract and all terms of the Water Supply Contract, including those provisions related to Agency Water Shortages, and would continue to apply to all water supplies requested in 2022.

In order to confirm the amount of reduced demand for PCWA resulting from the City’s actions, prior to March 1, 2022; the City would agree to provide PCWA with records of reduced demand of PCWA water supplies in 2021 created by water conserved by its customers and through groundwater pumping.

Secondary Option: Storage of unused 2021 Roseville unused MFP water in Folsom Reservoir

In addition, the City recognizes that PCWA is currently discussing, with Reclamation, the possibility of “pre-loading” a portion of Roseville’s 2022 MFP contract supply into Folsom Reservoir in 2021 to bolster Folsom Reservoir water levels and to provide cold water pool benefits. If this option becomes feasible in the future, the City would agree to work with Reclamation to amend the City’s Warren Act Contract should it be necessary to assure that the pre-loaded deliveries can be stored and accessed by the City through the summer of 2022.

PCWA would agree to make an additional contract allocation of up to 5,000 acre-feet of water available to the City in 2022, as provided above. This secondary option is less likely to occur, but Roseville and PCWA staff felt it was prudent to acknowledge this as a possible secondary option. If this secondary option becomes active, PCWA and Roseville staff would need to assess the requirements and the related costs. This may require City staff to return to City Council for any needed contracts or budget adjustment, if necessary.

FISCAL IMPACT

Since the MFP water is already paid for, the Primary Option would not add additional costs beyond what is currently budgeted in the City's Water Operations Fund for water purchases.

In the event that the Bureau of Reclamation (Reclamation) wishes to pursue storing Roseville MFP water in Folsom Reservoir (Secondary Option), there may be some costs related to modifying the City's Warren Act Contract and may require some environmental analysis as a result. This Secondary Option is less likely to occur and, if it becomes feasible in the future, staff would assess costs and, if needed, return to the City Council for required contractual and budget approvals.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) only applies to projects which have the potential to cause a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA (CEQA Guidelines §15061(b)(3)). The Primary Option meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Should the Secondary Option become feasible, staff may need to conduct environmental analyses and would process such actions as required by law.

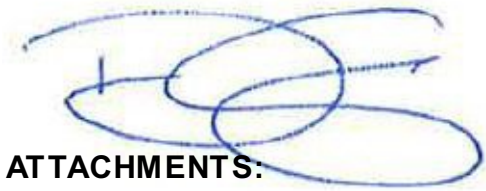
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal C: Maintain a safe and healthy community

Respectfully Submitted,

Sean Bigley, Assistant Environmental Utilities Director

Richard Plecker, Environmental Utilities Director



ATTACHMENTS:

Description

~~Resolution 21-367~~

Dominick Casey, City Manager

Side Letter

RESOLUTION NO. 21-367

APPROVING A SIDE LETTER AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND PLACER COUNTY WATER AGENCY, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a side letter agreement to increase the City's water supply contract allocation in 2022, by and between the City of Roseville and Placer County Water Agency, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said side letter agreement is hereby approved and that the City Manager or his designee is authorized to execute it on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2021, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



**Environmental Utilities
Water Utility**
2005 Hilltop Circle
Roseville, California 95747

July 16, 2021

Mr. Andy Fecko
General Manager
Placer County Water Agency
144 Ferguson Road
Auburn, CA 95603

**RE: Agreement Between Placer County Water Agency (PCWA) and City of Roseville
(the City) regarding 2021-2022 Water Supplies**

Dear Mr. Fecko,

The City of Roseville's (City or Roseville) primary water supplies consist of water provided under contract from the United States Bureau of Reclamation (Reclamation) through the Central Valley Project (CVP), and water provided under contract with the Placer County Water Agency (PCWA or Agency) from the Agency's Middle Fork Project (MFP). Each of these water supplies are diverted from Folsom Reservoir. As a result of the critically dry conditions in 2021, Reclamation has reduced Roseville's CVP contract supply allocation to twenty-five percent (25%). The City has implemented various conservation measures to reduce customer demands and is utilizing groundwater pumping to further reduce diversions from Folsom Reservoir.

As of July 1, 2021, the Contract between PCWA and the City relating to water supply and Exchanges (Water Supply Contract) obligates the City to take-or-pay for 25,000 Acre-Feet (AF) of MFP water. Prior to planning for conservation measures and groundwater pumping, the City anticipated and requested 19,000 AF of MFP water from PCWA. With the expected conservation and utilization of groundwater, the City expects to utilize approximately 13,200 AF of its PCWA supply in 2021. In order to prepare for the possibility of an even further reduction of the City's CVP water supply allocation in 2022, should the current drought conditions persist, the City desires to access an amount of additional MFP water in 2022 equal to a portion of that amount not needed by the City in 2021 as a result of the City's conservation and groundwater pumping activities.

The City is therefore requesting, in recognition of the City's reduced demands in 2021, that PCWA make available to the City up to 30,000 acre-feet of water in 2022. This amount would include the City's take-or-pay amount of 25,000 acre-feet and an additional one-time contract allocation of up to 5,000 acre-feet, which is a portion of the City's reduced demand in 2021. The City recognizes that this request, if agreed to by PCWA, would not create a precedent for future years and would be provided solely to accommodate the extraordinary hydrologic circumstances present in 2021.

Payment for the additional contract allocation in 2022 would be per the terms of the Water Supply Contract and all terms of the Water Supply Contract, including those provisions related to Agency Water Shortages, and would continue to apply to all water supplies requested in 2022. In order to confirm the amount of reduced demand for PCWA resulting from the City's actions, prior to March 1, 2022; the City agrees to provide PCWA with records of reduced demand of PCWA water supplies in 2021 created by water conserved by its customers and through groundwater pumping.

In addition, the City recognizes that PCWA is currently discussing, with Reclamation, the possibility of "pre-loading" a portion of Roseville's 2022 MFP contract supply into Folsom Reservoir in 2021 to bolster Folsom Reservoir water levels and to provide cold water pool benefits. The City agrees to work with Reclamation to amend the City's Warren Act Contract should it be necessary to assure that the pre-loaded deliveries can be stored and accessed by the City through the summer of 2022.

If PCWA agrees to make an additional contract allocation of up to 5,000 acre-feet of water available to the City in 2022, as provided above, please sign this Agreement and return it to me at your earliest convenience.

If you have any questions, or need additional information, please do not hesitate to contact me. The City appreciates its relationship with PCWA and believes it is imperative that the region continue to work cooperatively to protect and provide for local water supplies.

Respectfully submitted by:

Dominick Casey
City Manager
City of Roseville

Date

Accepted and agreed by:

Joshua Alpine
Chair of the Board
Placer County Water Agency

Date



COUNCIL COMMUNICATION

CC #: 1655

File #: 0102

Title: Council Discretionary Funds Request - The Gathering Inn

Contact: Heather Blanco 916-746-1171 hblanco@roseville.ca.us
Sonia Orozco 916-774-5269 sorozco@roseville.ca.us

Meeting Date: 8/18/2021

Item #: 8.1.

RECOMMENDATION TO COUNCIL

Recommend the City Council consider a request for \$5,000 from Council Discretionary Funds for the Gathering for Hope event on November 12, 2021.

The balance remaining in the Council's Discretionary Funds for FY2022 is \$29,509.

BACKGROUND

The Gathering Inn received a \$2,500 Hope Sponsorship in Fiscal Year (FY) 2020 and 2021 from Council Discretionary funding, and is requesting the City Council consider increasing their donation to the major sponsorship level of \$5,000. See the attached documents for event and sponsorship details.

In FY 2020-21, The Gathering Inn applied for and was awarded \$39,375 from the Citizen Benefit Fund Grant program for emergency shelter and support services for the homeless. The Gathering Inn is a multi-faceted, multi-location agency serving over 200 homeless men, women, and children every day in Placer County.

The Citizens' Benefit Fund was established in 1993 with the net proceeds from the sale of the Roseville Hospital. The City Council may, after receiving the recommendation of the Roseville Grants Advisory Commission, annually appropriate up to 90 percent of the annual earnings of the Citizens' Benefit Fund for the purpose of improving the quality of life for the citizens of the City of Roseville. The City Council, without the recommendation of the Roseville Grants Advisory Commission, may annually appropriate a minor amount up to \$15,000 of the annual earnings for the purpose of improving the quality of life in Roseville.

FISCAL IMPACT

There is no fiscal impact to the City's General Fund. Annually, the Assistant City Manager/Chief

Financial Officer allocates \$15,000 of the annual earnings on the Citizens' Benefit Fund per section 4.06.040 in the Municipal Code and includes it in the annual budget along with the Citizens' Benefit Fund resources available for appropriation each year. These earnings are restricted for the purpose of improving the quality of life for Roseville residents and appropriated by the City Council.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. The award of funds meets the above criteria and is not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal C - Maintain a safe and healthy community
Goal B - Support community engagement and advocacy

Respectfully Submitted,

Heather Blanco, Management Assistant

Sonia Orozco, City Clerk

A handwritten signature in blue ink, consisting of several overlapping loops and a horizontal line, likely belonging to Dominick Casey.

Dominick Casey, City Manager

ATTACHMENTS:

Description

FY2022 Gathering Inn sponsorship request

Gathering Inn Sponsorship Level Benefits



providing a hand up, not a handout



January 28, 2021

Dear Supporter:

The Gathering Inn is very excited to be partnering again with **Hughey Phillips** as our **Presenting Sponsor** on our fourth annual signature event, “*Gathering for Hope 2021*” scheduled for Friday, November 12, 2021 benefiting the homeless here in Placer County!

The Gathering Inn’s roots go back to 2004 when a group of Placer County visionaries decided that they could no longer tolerate the lack of services for the homeless. With the relentless leadership of these individuals, The Gathering Inn began services for the homeless during the winter months of the year. In 2007 these services went year-round thanks to our church partners, dedicated staff, and the financial support of people and organizations such as you!

So, from our humble beginnings in 2004 as a winter only shelter program serving 40 homeless people per night, The Gathering Inn today is a multifaceted, multi-location agency serving over 200 homeless men, women, and children each and every day right here in Placer County through programs at multiple locations. Nearly 50% of the homeless served by The Gathering Inn who stayed in the program 10 days or more obtain housing! The Gathering Inn is the only emergency housing program for the general homeless and chronically homeless here in Placer County as well as the only provider of interim care programs for the medically fragile homeless. In addition, we have expanded this year and opened three permanent supportive housing homes in the community in partnership with Placer County. Through our comprehensive array of services and collaborative efforts in the community, The Gathering Inn provides cost effective and outcome-oriented services for the homeless at 38 dollars a day per person served with over 85 cents of every dollar going directly to the people served.

Please join The Gathering Inn, **Hughey Phillips**, and other supporters as we honor Jeff Brown, the immediate past Director of Health and Human Services for Placer County, for his contributions to the homeless with the prestigious “*Leo and Eileen French Spirit of Hope*” award! This award is given annually to an individual who has greatly impacted the issue of homelessness here in our community. The award also honors and continues the legacy of Leo and Eileen French. Without their personal support and that of the company that Leo founded, Placer Title Company, The Gathering Inn would not be have survived its early years in operation or become what it is today.

With Warm Regards,

Keith E. Diederich, MS
Chief Executive Officer
The Gathering Inn



Gathering for Hope
Friday, November 12, 2021 – 5:30 p.m.
 Location: Rocklin Event Center
 2650 Sunset Blvd
 Rocklin, CA 95677



SPONSORSHIPS LEVELS

HOPE SPONSOR \$2,500	MAJOR SPONSOR \$5,000	TITLE SPONSOR \$10,000	PRESENTING SPONSOR \$20,000 THANK YOU HUGHEY PHILLIPS!
One Table of eight (8) with company name and/or logo displayed Logo listed in program ½ Page ad in the program Logo displayed in the PowerPoint Presentation scrolling throughout the event Logo listed on the event webpage with a hyperlink to your company's webpage	One table of eight (8) with company name and/or logo displayed Logo listed in program Full page ad in the program Recognition as a major sponsor throughout the event, including the PowerPoint and at least 1 mention from the emcee of the event program Logo listed on the event webpage with a hyperlink to your company's webpage	One table of eight (8) with <i>premier</i> seating with company name and/or logo displayed Title Sponsor positioning on <u>all</u> collateral Full page ad in the program Recognition as the Title sponsor throughout the event, including the PowerPoint and at least 2 mentions from the emcee in the event program Logo prominently displayed on the event webpage, with a hyperlink to your company's webpage	Two tables of eight (8) with <i>premier</i> seating with company name and/or logo displayed Presenting Sponsor positioning on <u>all</u> collateral 2 full page ads with prominent placement (inside cover or back page) in the program Prominent recognition as the Presenting Sponsor throughout the event, including the PowerPoint and at least 3 mentions from emcee in the event program Opportunity to address the room of attendees Premiere wine at dinner table Company logo prominently displayed on the event webpage, with a hyperlink to your company's webpage

For inquiries about the event, please contact
 Keith Diederich, The Gathering Inn CEO,
keith@thegatheringinn.com
 (916) 945-1242



COUNCIL COMMUNICATION

CC #: 1665
File #: 0709-01

Title: 2021 Housing Element Update
Contact: Lauren Hocker 916-774-5272 lhocker@roseville.ca.us

Meeting Date: 8/18/2021
Item #: 10.1.

RECOMMENDATION TO COUNCIL

At the July 22, 2021 Planning Commission hearing, the Planning Commission recommended City Council take the following actions:

A. Consider the Addendum to the 2035 General Plan Environmental Impact Report (SCH #2019080418, certified on August 5, 2020) and,

B. Adopt a resolution to approve the 2021 Housing Element and amend the City's General Plan to replace the 2013 Housing Element with the updated 2021 Housing Element.

BACKGROUND

This Council Communication provides a summary evaluation of the project and a summary of the July 22, 2021 Planning Commission hearing. A more detailed background and evaluation is provided in the Planning Commission staff report, included as Attachment 1.

Background

Since 1969, California has required that all cities and counties adequately plan to meet the housing needs of everyone in the community. This is accomplished through a Housing Element, which is a required component of a local government's General Plan. The purpose of a Housing Element is to identify current and projected housing needs, and set goals, policies, and programs to address those needs. Compliant Housing Elements are updated on eight-year cycles, which are defined by the California Housing and Community Development Department (HCD). The current Housing Element was adopted by City Council in 2013 (2013 Housing Element) and covers the period from 2013 to 2021. The proposed 2021 Housing Element is the City's sixth cycle Housing Element, which covers the period from 2021 to 2029.

The 2021 Housing Element update addresses the requirements of housing element law. This Council Communication includes a complete list of revised goals, policies, and programs as Attachment 2; a comparison between the 2013 Housing Element data tables and the 2021 Housing Element data tables as Attachment 3; a redlined version of the 2021 Housing Element as

Attachment 4; a review letter from HCD and the City's responsive edits as Attachment 5; letters received by the Planning Commission and the City's responsive edits as Attachment 6; the Addendum to the 2035 General Plan Environmental Impact Report (EIR) as Exhibit A; and a clean version of the 2021 Housing Element as Exhibit B. The redlined version of the 2021 Housing Element does not display the correction of typos, grammatical errors, figure renumbering, or similar. The tables are also not shown redlined because in-table redlines are visually confusing and difficult to read; this is why the stand-alone document comparing the 2013 and 2021 Housing Element tables has been provided.

Summary Evaluation

The Planning Commission staff report (Attachment 1) provides evaluations of the major sections of the Housing Element, including the evaluation of the 2013 Housing Element programs, which examines the effectiveness of prior programs; the Housing Needs Assessment, which evaluates community demographics and other data to help define community needs; the Special Housing Needs evaluation, which considers whether the housing needs of special needs groups (such as seniors) are being met; the Fair Housing Assessment, which uses data and mapping to determine whether housing needs are being equitably met; and the revisions to programs in response to the foregoing analyses.

The foundation of the Housing Element is the Regional Housing Needs Allocation (RHNA), which is the number of units at all income levels a jurisdiction must plan to accommodate. To determine the RHNA, first HCD allocates a regional housing need to the Sacramento Area Council of Governments (SACOG), and then SACOG adopts a methodology allocating a portion of those units to each member jurisdiction. The City's RHNA is 12,066 total units, broken up into income categories as follows:

- Lower income: 6,178 units (3,855 very low/extremely low and 2,323 low income units)
- Moderate income: 1,746 units
- Above moderate income: 4,142 units

The Housing Element is required to include an adequate sites inventory, which is a listing of all vacant and underused properties that can accommodate housing. The City's RHNA and the results of the City's inventory are found in Housing Element Table X-27 (included in the Planning Commission staff report) and conclude that the City has a slight surplus of above-moderate capacity, a significant surplus of moderate income capacity, and a 1,791-unit shortfall of lower income unit capacity. The Housing Element is required to include a "rezone program" to make up this shortfall in lower income units.

The Rezone Program is included as Program 14 of the Housing Element, with detailed supporting evidence for the program capacity found in Appendix E. The program provides for an additional capacity of up to 2,086 lower income units, which would address the identified shortfall. The program includes four strategies, described briefly below.

Commercial Corridors – The City would adopt Specific Plans for the Atlantic Street, Douglas/Harding, and Douglas/Sunrise commercial corridors which would revitalize these areas and add capacity for 400 high density housing units.

Infill Intensification – The City would amend the land use and zoning designation of selected properties in the Infill Area, to remedy inconsistencies between land use and zoning and to increase the permitted residential densities. This would add capacity for 186 high density

residential units.

Opportunity Sites – The City would identify vacant non-residential sites to rezone to high density residential uses. This strategy would add capacity for 600 high density residential units.

Vacant Sites – The City would adopt a land use amendment policy to increase the land use density of vacant sites with High Density Residential land uses at densities below 25 units per acre. Increasing the density would yield more units on these sites, and add capacity for 900 high density residential units.

No housing projects or land use amendments would be approved with the adoption of the Housing Element. This is a policy-level document, establishing the framework for future actions. The Rezone Program identifies potential sites and strategies but does not commit the City to amend the land use or zoning of any specific sites; the Rezone Program commits the City to accommodating its RHNA obligation. After the 2021 Housing Element is adopted the City would begin identifying sites, developing policy language for adoption, and taking specific land use actions. This will include future public outreach and public hearings.

Planning Commission Hearing

The Adoption Draft Housing Element (which was the third public review draft) was considered by the Planning Commission on July 22, 2021. The City received a comment letter from the Sacramento Housing Alliance (SHA) and written comments from 26 residents. The letter from SHA included three suggestions for edits to the Housing Element. One of the resident letters recommended the City focus more heavily on infill development; another was from a resident who previously commented on both the December draft and the June draft, thanking staff for incorporating edits in response to her comments; and the remaining 24 letters were from residents requesting the Housing Element include a Historic Preservation Ordinance. Staff also corresponded with HCD and received informal comments on the Adoption Draft Housing Element.

Further edits to the Housing Element were made in response to written comments; no oral comments were received at the Planning Commission hearing. The written comments and responsive edits are included as Attachment 6 of this Council Communication. The Planning Commission considered the Addendum to the 2035 General Plan EIR and recommended City Council approve the 2021 Housing Element (4-0-0).

FISCAL IMPACT

Preparation of the Housing Element was funded through two grants secured through the Regional Early Action Planning grants program and the Local Early Action Planning grants program in the amount of \$79,000 and \$500,000, respectively. Approximately \$330,000 of funding remains and will be used for Housing Element implementation, per the terms of the grant. It is anticipated that this amount will be sufficient and that use of the City's General Fund will not be required.

ENVIRONMENTAL REVIEW

An Addendum to a previously certified environmental impact report may be prepared for a project if only minor technical changes or additions are necessary or none of the conditions calling for the

preparation of a subsequent EIR have occurred (California Environmental Quality Act Guidelines [CEQA] Section 15164). Consistent with CEQA Guidelines Section 15164, an Addendum to the 2035 General Plan Environmental Impact Report (SCH #2019080418, certified on August 5, 2020) has been prepared in order to demonstrate that none of the conditions described in Section 15162 of the CEQA Guidelines calling for preparation of a subsequent EIR have occurred and that only minor technical changes or additions are necessary in order to deem the adopted or certified prior environmental document adequate to describe the impacts of the proposed project.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

The adoption of the Housing Element supports the City's Strategic Plan goal to invest in well-planned infrastructure and growth because it expands opportunities for affordable housing; plans for targeted and infill developments; and plans for reinvestment, revitalization, and streetscape beautification as part of the Commercial Corridors strategy.

Respectfully Submitted,

Lauren Hocker, Senior Planner

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

CC Attachment 1 Planning Commission Staff Report

Attachment 2 Revised Programs

Attachment 3 Revised Tables

Attachment 4 Redlined 2021 Housing Element

Attachment 5 HCD Letter and Response

Attachment 6 Final Responsive Draft Edits

Exhibit A Addendum

Resolution 21-369

Exhibit B Adoption Draft 2021 Housing Element



Planning Division Staff Report
Planning Commission Meeting

July 22, 2021

Prepared by: Lauren Hocker, Senior Planner

ITEM 6.2: GENERAL PLAN AMENDMENT – 311 VERNON STREET – 2021 HOUSING ELEMENT – PL21-0178

REQUEST

Staff requests the Planning Commission consider the Addendum to the 2035 General Plan Environmental Impact Report (SCH #2019080418, certified on August 5, 2020) and review and make a recommendation to City Council on the proposed updated 2021 Housing Element. The purpose of the Housing Element is to identify current and projected housing needs, and set goals, policies, and programs to address those needs. The updated 2021 Housing Element covers the planning period of 2021 to 2029.

Applicant – City of Roseville

SUMMARY RECOMMENDATION

The Planning Division recommends that the Planning Commission take the following actions:

- A. Consider the Addendum to the 2035 General Plan Environmental Impact Report (SCH #2019080418, certified on August 5, 2020) and
- B. Recommend City Council approve the 2021 Housing Element.

SUMMARY OF OUTSTANDING ISSUES

There are no outstanding issues associated with this request.

BACKGROUND

Since 1969, California has required that all cities and counties adequately plan to meet the housing needs of everyone in the community. This is accomplished through a Housing Element, which is a required component of a local government's General Plan. The purpose of a Housing Element is to identify current and projected housing needs, and set goals, policies, and programs to address those needs. Compliant Housing Elements are updated on eight-year cycles, which are defined by the California Housing and Community Development Department (HCD). The current Housing Element was adopted by City Council in 2013 (2013 Housing Element) and covers the period from 2013 to 2021. The proposed 2021 Housing Element is the City's sixth cycle Housing Element, which covers the period from 2021 to 2029.

The foundation of the Housing Element is the Regional Housing Needs Allocation (RHNA), which begins with a determination of housing need issued by HCD. HCD determined the Sacramento Area Council of Governments (SACOG) planning area needed to provide capacity for 153,512 total housing units. SACOG is required to prepare and adopt a methodology for allocating those units to each member jurisdiction. The Regional Housing Needs Plan was adopted by SACOG on March 19, 2020. Under the SACOG plan, the City must accommodate 12,066 housing units to meet its "fair share" of the State's housing need. This allocation is equivalent to an annual need of 1,508 units for the eight-year planning period.

The determination of housing needs is in two parts, as required by State law:

Overall Allocation: The total number of units which must be accommodated by each jurisdiction.

Income Category Distributions: The total broken up into the following four income levels:

- very low income (less than 50 percent median family income [MFI])
- low income (51 to 80 percent MFI)

- moderate income (81 to 120 percent MFI)
- above moderate income (above 120 percent MFI).

The four income categories listed above must be addressed in a jurisdiction's Housing Element. Specifically, a jurisdiction must provide sufficient zoning capacity to accommodate the projected housing need in each income category. The intent of housing element law is to ensure that jurisdictions do not impede the construction of housing in any income category.

The allocation from SACOG breaks the City's RHNA into income categories, as follows:

- Very low income: 3,855 units
- Low income: 2,323 units
- Moderate income: 1,746 units
- Above moderate income: 4,142 units

The units described as "affordable" are those in the very low income and low income categories, which together are called lower income units. The City must accommodate 6,178 lower income units. The Housing Element includes the required "adequate sites inventory" identifying the parcels in the City which will accommodate the RHNA, and the number of units at each income level the parcels are planned to accommodate. State housing law does not require the City to construct the allocated units within the planning period but does require the City to maintain the required allocation at all times.

In addition to the adequate sites inventory the main sections which Housing Elements must address include:

- An evaluation of the effectiveness of the prior period's Housing Element programs;
- A housing needs assessment describing the community's demographics, household characteristics, housing conditions, and other data;
- An analysis of special housing needs, including the needs of seniors, people with disabilities, people experiencing homelessness, and others;
- A fair housing assessment that considers factors affecting equal access to housing and other opportunities; and
- An analysis of both governmental and non-governmental constraints on the production of housing.

The Housing Element has been updated consistent with the requirements of state law, as described in the Evaluation section below, and has also included the publication of multiple drafts to solicit public feedback, as described in the Outreach section below.

DISCUSSION

The 2021 Housing Element update addresses the requirements of housing element law. This staff report includes a complete list of revised goals, policies, and programs as Attachment 1; a comparison between the 2013 Housing Element data tables and the 2021 Housing Element data tables as Attachment 2; a redlines version of the 2021 Housing Element as Attachment 3; the Addendum to the 2035 General Plan Environmental Impact Report (EIR) as Exhibit A; and a clean version of the 2021 Housing Element as Exhibit B. The redlined version of the 2021 Housing Element does not display the correction of typos, grammatical errors, figure renumbering, or similar. The tables are also not shown redlined because in-table redlines are visually confusing and difficult to read; this is why the stand-alone document comparing

the 2013 and 2021 Housing Element tables has been provided. The discussion below describes the Housing Element revisions to the major sections.

Evaluation of the Prior Housing Element

The evaluation of the prior period Housing Element programs is included as 2021 Housing Element Appendix A. The purpose of this evaluation is to determine how effective the programs have been, and whether programs should be continued, modified, or discontinued. Overall, the City's programs have been extremely effective, with the Roseville Housing Authority designated by HUD as a "High Performing Housing Authority" for the past fifteen years. The evaluation found only two programs should be deleted, because they were obsolete, and the remaining programs should be continued or modified. Over the prior 8-year housing cycle the City achieved the following:

- 49 loans for housing rehabilitation were issued to low income households
- 417 senior households received grants for minor home repairs
- 76 First Time Home Buyer loans were provided to low income households
- 896 housing vouchers were issued
- 1,010 households were assisted as part of the Homeless Voucher Program
- 916 households were assisted through the City's Homeless Assistance and Rapid Rehousing program
- 3,300 residents participated in energy efficiency and renewable energy rebate programs
- \$2,778,284 in funds were provided through the Citizens' Benefit Trust and the REACH fund.

Housing Needs Assessment

The purpose of the Housing Needs Assessment is to define the housing needs of the community, and inform land use planning processes. The assessment describes demographics, household characteristics, housing conditions, employment characteristics, the proportion of renters versus homeowners, and other data. Staff used this data to refine and target various Housing Element programs. For example, the analysis identified the south central area of the City as having the most housing in need of rehabilitation or repair, so the City's Housing Rehabilitation Program prioritizes funds for this area of the City. The assessment begins on Housing Element page X-38.

Special Housing Needs

Housing Element law requires an evaluation of special needs populations, including seniors, people with disabilities, female heads of household, large families, farmworkers, and people who are homeless. The housing needs of these groups may differ from the needs of the general population, and so Housing Elements are required to consider whether these special needs are being met. For example, large families (defined as households with five or more people) need housing with multiple bedrooms in order to avoid overcrowding. The Housing Element identifies the number of large families residing in the City and compares that to the City's existing housing stock, and concludes there are enough multiple-bedroom units available to meet the demand. The Special Housing Needs section begins on Housing Element page X-50.

Fair Housing Assessment

The Fair Housing Assessment is a new requirement for this Housing Element cycle, and requires an assessment of fair housing practices, identification of fair housing issues and contributing factors, an analysis to evaluate whether everyone has access to housing choice and opportunities, and program commitments to further fair housing goals. The analysis relies on mapping of demographic and other

data to determine whether there are concentrated areas of disadvantage (such as poverty, poor housing conditions, etc), areas of low opportunity (such as poor environmental quality), or other fair housing issues that limit opportunity and access to adequate housing. The evaluation found that Roseville has fewer indicators of barriers than in the region as a whole (lower rates of poverty, less segregation, etc), but several fair housing issues were identified. The identified issues include: the south central area of the City is a disadvantaged community with multiple overlapping fair housing issues (concentration of poverty, overcrowding, low opportunity, etc), homelessness disproportionately impacts certain racial or ethnic groups, the City has multiple areas identified as sensitive to displacement (loss of housing), rates of homeownership are significantly higher in the white community than within other racial and ethnic communities, and special needs groups such as seniors and people with disabilities are more likely to struggle with cost burden.

The City's Housing Element programs have been modified to focus on these fair housing issues. For example, the City's programs providing funding for affordable housing (Program 9 and Program 12) were modified to prioritize disbursement of funds to projects in areas at risk of displacement or in areas of high opportunity and the City's down payment assistance program (Program 1) has been modified to focus outreach for the program in disadvantaged communities. The Fair Housing Assessment begins on Housing Element page X-96 and a summary of fair housing issues and responsive programs is on page X-134.

Program Revisions

The 2021 Housing Element includes 36 programs which cover a wide array of housing issues, from new construction efficiency measures to homeless rehousing. For ease of review, Attachment 1 provides all of the revisions to goals, policies, and programs. Program revisions generally fall into one of three categories: changes for consistency or clarity; modifications in response to Housing Element analysis; and new programs.

Programs which were modified or added for consistency or clarity include Program 2 (Density Bonus), Program 3 (Accessory Dwelling Unit), Program 4 (Condominium Conversion Ordinance), Program 5 (Streamline Project Processing), Program 7 (Public/Private Partnerships), Program 8 (Affordable Housing Agreements), Program 30 (Process and Fee Structure Review), Program 31 (Review of Subdivision Improvement Standards and Zoning Ordinances), Program 32 (Public Education Program), Program 33 (Public Participation), Program 34 (Special Needs Housing Laws), Program 35 (Roseville Electric Program), and Program 36 (New Construction Efficiency Measures). These programs were all augmented to include an objective statement (e.g. review the Zoning Ordinance once per year), to provide additional explanation and description, and to reflect current state laws or City codes and practices. Program 6 was deleted because it duplicated Program 31.

Where the review of previous programs, housing needs assessment, special needs housing evaluation, or fair housing assessment identified issues of concern, programs have been modified to be responsive to those issues, and to be responsive to public comments. These modified programs include Program 1 (Housing Choice Vouchers), Program 6 (Specific Plan Areas), Program 9 (In-Lieu Fees), Program 10 (Non-Residential Construction Fee), Program 11 (Preservation of Affordable Housing), Program 12 (Housing Successor Agency), Program 19 (Federal and State Programs), Program 20 (Homeless Prevention and Rapid Rehousing), Program 21 (Roseville Community Grant Funds). Examples of modifications include prioritizing affordable housing funds for projects in areas of high opportunity or in areas at risk of displacement. Focusing affordable housing in these areas either provides additional access to housing opportunity or can prevent the loss of stable housing.

New programs include Program 13 (Residential Capacity Monitoring), Program 14 (Rezone Program), Program 15 (Affordable Housing Streamlining), Program 16 (Prioritize Affordable Housing), Program 17

(Housing Replacement Program), Program 18 (Accessory Dwelling Unit Outreach), Program 22 (Address Significant Disparities and Increase Opportunities), Program 23 (Homeless Outreach), Program 24 (Family Mobile Team), Program 25 (Family Reunification Program), Program 27 (Fair Housing and Housing Discrimination Legal Services), Program 28 (Support for Housing for Persons with Development Disabilities), Program 29 (Allow Shared Housing). These new programs were added to be responsive to comments or to issues identified as part of the Housing Element evaluation. Most of these programs are supportive of people struggling with homelessness, support the production of affordable housing, or support access to affordable housing.

Adequate Sites Inventory

The adequate sites inventory is a listing of all vacant and underused properties in the City that can accommodate housing, and begins on Housing Element page X-68. The inventory is required to demonstrate that the City has the capacity to accommodate the RHNA allocation, both in total and at the specified levels of affordability. Density is used as a proxy to determine the affordability of future projects. For the purposes of determining affordability, the City's inventory assumes that above-moderate income housing needs are fulfilled by Low Density Residential development (fewer than 7 units per acre), moderate income housing needs are fulfilled by Medium Density Residential development (7 to 12 units per acre) plus High Density Residential development of 13 to 22 units per acre, and lower income housing needs are fulfilled by High Density Residential development of 23 units per acre or greater plus Commercial Mixed Use development.

The results of the City's inventory are found in Housing Element Table X-27, shown below, and conclude that the City has a slight surplus of above-moderate unit capacity, a significant surplus of moderate income unit capacity, and a 1,791-unit shortfall of lower income unit capacity. The Housing Element is required to include a "rezone program" to make up this shortfall in lower income units.

Table X-27 | Comparison of Regional Housing Need and Existing Residential Unit Capacity

Income Category	Regional Housing Needs Allocation	Vacant Land	Underutilized Opportunity Sites	Accessory Dwelling Units	Housing Unit Surplus or Deficit ⁴
Very Low ¹	3,855	3,985	357	45	-1,791
Low ¹	2,323				
Moderate ²	1,746	4,676	42	34	3,006
Above Moderate ³	4,142	4,644	0	1	503
Total	12,066	13,305	399	80	1,718

The Rezone Program is included as Program 14 of the Housing Element, with detailed supporting evidence for the program capacity found in Appendix E. The program provides for an additional capacity of up to 2,086 lower income units, which would address the identified shortfall. The program includes four strategies, described briefly below.

Commercial Corridors – The City would adopt Specific Plans for the Atlantic Street, Douglas/Harding, and Douglas/Sunrise commercial corridors which would revitalize these areas and add capacity for 400 high density housing units.

Infill Intensification – The City would amend the land use and zoning designation of selected properties in the Infill Area, to remedy inconsistencies between land use and zoning and to increase the permitted residential densities. This would add capacity for 186 high density residential units.

Opportunity Sites – The City would identify vacant non-residential sites to rezone to high density residential uses. This strategy would add capacity for 600 high density residential units.

Vacant Sites – The City would adopt a land use amendment policy to increase the land use density of vacant sites with High Density Residential land uses at densities below 25 units per acre. Increasing the density would yield more units on these sites, and add capacity for 900 high density residential units.

No housing projects or land use amendments would be approved with the adoption of the Housing Element. This is a policy-level document, establishing the framework for future actions. The Rezone Program identifies potential sites and strategies but does not commit the City to amend the land use or zoning of any specific sites; the Rezone Program commits the City to accommodating its RHNA obligation. After the 2021 Housing Element is adopted the City would begin identifying sites, developing policy language for adoption, and taking specific land use actions. This will include future public outreach and public hearings.

PUBLIC OUTREACH

The Housing Element includes a detailed description of public outreach activities (see Housing Element page X-8), and also includes copies of written comments, outreach materials, and a description of changes made in response to comments (see Housing Element Appendix H). To summarize, after presenting the Housing Element update as a publically-noticed informational item at the July 15, 2020 City Council meeting (virtual), staff began preparing for broader community outreach. A comprehensive website with both summary information and detailed information was launched in August 2020, and announcements about the website and the initiation of the project were published through NextDoor, Facebook, Twitter, an article in Roseville Today and in Business Matters, and via e-mail to the City's listserve. The City also completed the following outreach activities:

- In September and October the City distributed FlashVote surveys, one on housing types and outreach needs and the second on housing needs and concerns, with approximately 1,000 local respondents participating.
- On October 20, 2020 the City held a virtual workshop to provide information on the project, the City's development processes, and affordable housing.
- On October 27, 2020 at 6 p.m. and October 29, 2020 at noon the City held virtual community meetings to take comments and input on Housing Element development.
- Beginning in October 2020 and continuing through publication of the Adoption Draft on July 9, 2021, staff engaged in one-on-one interviews and meetings with stakeholders and community-based organizations. Groups and service providers contacted for individual interviews included The Gathering Inn, Volunteers of America, AMI Housing, Meta Housing, Mercy Housing, Placer County Whole Person Care, and the Latino Leadership Council. The City also discussed the project at the North State Building Industry Association and the Roseville Coalition of Neighborhood Associations board meetings.
- On December 18, 2020 the City published the first preliminary draft of the Housing Element for review.
- On May 25, 2021 the City published the second draft of the Housing Element for review, which included changes in response to comments received on the first draft.

- On June 1, 2021 the City published a revised second draft of the Housing Element for review, which addressed informal comments received from HCD.
- On July 9, 2021 the City published the adoption draft of the Housing Element for review.

Comments received during outreach activities covered a wide array of topics on all aspects of the Housing Element, including requests for additional supporting data or refinements to data, requests for additional supporting analysis or explanation, requests for program changes to more specifically define targets and communities served, concerns about housing affordability and equitable access to and distribution of housing, and other issues. The 2021 Housing Element has been shaped and informed by this public participation.

PROCESS AND NEXT STEPS

Housing Elements are required to be reviewed and approved by HCD. The City submitted the second draft of the Housing Element to HCD on April 16, 2021 and received a written response on June 15, 2021. HCD identified six issues requiring revision in the City's Housing Element. These revisions have been completed and were incorporated into the Housing Element (Exhibit B). The letter from HCD and staff explanation of the changes made in response is included as Attachment 4 of this staff report.

After the Planning Commission hearing staff will prepare and publish a Final Draft Housing Element prior to the City Council hearing tentatively scheduled for August 18, 2021. Once the Housing Element has been adopted by City Council it will be resubmitted to HCD for a 60-day review period. HCD will issue a determination letter to the City at the close of this review.

ENVIRONMENTAL DETERMINATION

An Addendum to a previously certified environmental impact report may be prepared for a project if only minor technical changes or additions are necessary or none of the conditions calling for the preparation of a subsequent EIR have occurred (California Environmental Quality Act Guidelines [CEQA] Section 15164). Consistent with CEQA Guidelines Section 15164, an Addendum to the 2035 General Plan Environmental Impact Report (SCH #2019080418, certified on August 5, 2020) has been prepared in order to demonstrate that none of the conditions described in Section 15162 of the CEQA Guidelines calling for preparation of a subsequent EIR have occurred and that only minor technical changes or additions are necessary in order to deem the adopted or certified prior environmental document adequate to describe the impacts of the proposed project.

RECOMMENDATION

The Planning Division recommends the Planning Commission take the following actions:

- A. Consider the Addendum to the 2035 General Plan Environmental Impact Report (SCH #2019080418, certified on August 5, 2020)
- B. Recommend City Council approve the **GENERAL PLAN AMENDMENT – 311 VERNON STREET – 2021 HOUSING ELEMENT – PL20-0178**.

Attachments

1. Revised goals, policies, and programs
2. Revised data tables
3. Redlined Housing Element (excludes appendices)
4. HCD letter and responsive edits

NOTE: The attachments and exhibits to the Planning Commission staff report are excluded because these are included as attachments and exhibits to the Council Communication.

Exhibits

- A. Addendum to the 2035 General Plan Environmental Impact Report (EIR)
- B. 2021 Housing Element

<u>Note to Applicant and/or Developer:</u> Please contact the Planning Division staff at (916) 774-5276 prior to the Commission meeting if you have any questions on any of the recommended conditions for your project. If you challenge the decision of the Commission in court, you may be limited to raising only those issues which you or someone else raised at the public hearing held for this project, or in written correspondence delivered to the Planning Manager at, or prior to, the public hearing.
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GOALS, POLICIES, AND PROGRAMS

GOALS AND POLICIES
Goal H1.1 Provide decent, safe, <u>inclusive</u> adequate , and affordable housing in sufficient quantities for all economic segments of the community.
Goal H1.2 Ensure that all segments of the Roseville community actively work together to provide affordable housing.
Goal H1.3 Preserve <u>affordability</u> , maintain, and improve Roseville's supply of affordable housing stock.
Goal H1.4 Increase the opportunity for low- and middle-income households to become homeowners, thereby freeing up rental housing for other low-income households.
Goal H1.5 Reduce the overall incidence of homelessness among Roseville individuals and families through regional coordinated and comprehensive housing and supportive services.
Goal H2.1 Work with the development and business communities to provide affordable rental and homeownership opportunities for extremely low-, very low-, low-, and middle-income households.
Goal H2.2 Strive to ensure the affordability of Roseville's housing supply over time.
Goal H2.3 Maximize efforts to meet affordable housing needs by requiring 10% of new housing units be affordable to extremely low-, very low-, low-, and middle-income households.
Goal H2.4 Integrate the community in terms of income levels to avoid <u>overconcentration of</u> lower-income pocket areas <u>households</u> .
Goal H2.5 Encourage the production of rental and owner-occupied high-density, multi-family housing units.
Policy H2.1 The City shall pursue programs that can provide a range of purchase and rental units affordable to all income categories.
Policy H2.2 Efforts to develop affordable units will be focused on multi-family rental units, with an emphasis on units affordable to the lowest income categories.
Policy H2.3 Multi-family rental units provide the most cost efficient way to provide affordable housing opportunities to extremely low-, very low-, and low-income households.
Policy H2.4 The 10% Affordable Housing Goal shall apply to all new residential properties planned for 4+ units. <u>consistent with General Plan Land Use Element Policy LU5.5, which requires 10% of all new housing units to cost no more than 30% of the total monthly income of very low-, low-income, and moderate-income households. The Policy further requires the breakdown of the affordable units will be, at a minimum, 40% for rental to very low- and 40% for rental to low-income households. The remaining 20% may be reserved for moderate-income purchase (which will be priced to be affordable to households earning 95% of the Area Median Income) or may be distributed equally among the rental obligations.</u>
Policy H2.5 The City shall strive to maintain an overall vacancy rate of 5% for both owner and rental housing units.

Policy H2.6 The City shall continue to pursue potential federal, state, and local subsidies for construction of new affordable housing as well as the continued availability of existing affordable housing.
Policy H2.7 The City shall provide direct financial assistance in support of local affordable housing activities <u>when feasible</u> .
Policy H2.8 The City shall encourage the Roseville business and development communities to participate in a community affordable housing goal.
Policy H2.9 Encourage construction of affordable housing units to be intermixed with market-rate units to minimize low-income pocket areas .
Policy H2.10 Encourage developers to incorporate manufactured and second units <u>accessory dwelling units, cohousing, and other flexible housing options</u> into their projects.
Policy H2.11 Promote efficient and cost-effective development types, such as mixed-use projects, and small-lot subdivisions <u>and other medium density housing such as duplexes and townhomes</u> , as a means of achieving housing affordability and carrying out the provisions of the Land Use Element.
Policy H2.11 The City shall work to maintain <u>preserve</u> the affordability of assisted units.
Goal H3 Maintain adequate land within the various land use categories that allows development of housing to meet projected demand for high-density units.
Policy H3.1 Encourage development of mixed-use <u>and infill</u> projects in accordance with goals and policies contained in the Land Use Element.
Policy H3.2 Continue to encourage developers to use manufactured units <u>accessory dwelling units, cohousing, and other flexible housing options</u> in their housing projects <u>as part of the City strategy for maximizing affordability of land development and the availability of housing</u> .
Policy H3.3 Continue to support the use of second units as part of the City strategy for maximizing affordability of land development. <u>Encourage the development of accessory dwelling units, including on existing multi-family sites.</u>
Policy H3.4 Continue to support the use of Voluntary Rezones <u>to encourage and facilitate increased land use density, thereby maximizing the affordability of land development</u> either through increasing <u>the permitted</u> density of <u>properties zoned for residential use</u> current residential zoning or rezoning non-residential parcels <u>to mixed use or high density residential use</u> which will encourage and facilitate higher densities thereby maximizing affordability of land development.
Policy H3.5 Encourage development of higher density residential units by use of mixed use parcels housing overlay zoning <u>within three key commercial corridors with</u> on currently-underutilized infill parcels: <u>the Douglas Boulevard/Harding Boulevard corridor, Douglas Boulevard/Sunrise Avenue corridor, and the Atlantic Street corridor,</u> within the Downtown Specific Plan.
Goal H4.1 Ensure the availability of adequate <u>quality</u> housing opportunities for the elderly, the disabled, large families, female heads of households, and the homeless.
Goal H4.2 Participate in local and regional efforts to provide a network of facilities and resources to aid the special needs populations.
<u>Goal H4.3 Design and implement programs to affirmatively further fair housing and promote housing opportunities throughout the City for protected classes to address significant disparities in housing needs and access identified within the Sacramento Valley Fair Housing Collaborative Analysis of Impediments to Fair Housing Choice.</u>
Policy H4.1 Special housing needs shall be met through direct rental subsidies and below-market construction financing.

Policy H4.2 Continue the City's housing rehabilitation loan and grant programs to assist low-income elderly and disabled households.
Policy H4.3 Encourage construction of 3+ bedroom units in multi-family rental complexes to help meet the housing needs of low-income, large families.
Policy H4.4 Actively facilitate construction of rental units that include <u>child day-care facilities which are affordable to lower-income, female heads of households.</u>
Policy H4.5 Work in conjunction with other Placer County jurisdictions, agencies, and organizations to provide shelter and supportive services for homeless individuals and families.
<u>Policy H4.6 Encourage programs and developments that support inclusive, racially and ethnically diverse, and mixed-income residential communities throughout the City.</u>
<u>Policy H4.7 Support resources and assistance that help individuals who were justice-involved to locate, obtain, and maintain affordable housing.</u>
<u>Policy H4.8 Support programs and services which provide housing discrimination protection.</u>
<u>Policy H4.9 Support programs and measures that increase the affordability and availability of housing for people with disabilities.</u>
Goal H5 Promote affordable housing development through the local government permit process.
Policy H5.1 The City shall continue to explore options to restructure how fees are assessed.
Policy H5.2 The City shall review and modify its Subdivision Improvement Standards, where reasonable, to provide cost savings in the development of residential units while continuing to ensure the public health, safety and welfare.
Policy H5.3 The City shall assign priority to educating the citizens of Roseville regarding <u>recognizes the importance of providing affordable housing to support job growth, and shall prioritize communicating this message to the community.</u>
<u>Policy H5.4 The City shall ensure that its Zoning Ordinance is regularly updated to be in compliance with new legislation.</u>
Policy H8.4 The City shall attempt to implement a Mortgage Revenue Bond Program for both owner-occupied and rental properties.
Goal H6 Continue efforts to encourage energy efficiency in housing construction and maintenance.
Policy H6.1 Roseville Electric shall commit to offering Energy Efficiency and Renewable Energy programs <u>pursue reasonable and cost-effective energy efficiency, conservation, and load management programs that provide benefits to the community.</u>
Policy H6.2 Roseville Electric shall continue to apply energy-efficiency requirements to all residential construction.
Policy H6.3 Roseville Electric shall continue the Electric Rate Assistance Programs for residential customers whose medical status or income qualify.
PROGRAMS
Program 1 Section 8 Housing Choice Vouchers (Federal)
The Section 8 Housing Choice Voucher <u>(HCV)</u> Program is administered by the Roseville Housing Authority <u>(RHA)</u> and provides rental assistance to <u>extremely and</u> very low-income households through direct payments to the property owner. <u>The Housing Authority currently has 785 vouchers which includes separate vouchers for the following special needs groups:</u>

- 75 vouchers for households with a head-of-household or spouse that are non-elderly and disabled (NED)

- 65 vouchers for veteran households that come by referral from the Veterans Affairs Department (VASH)

- 33 vouchers that assist households who have a non-elderly adult with a disability and are transitioning out of institutional and other segregated settings, or are currently homeless or at risk of becoming homeless (Mainstream – new program in 2018)

- 30 vouchers that are attached to specific units at the Main Street Plaza affordable project (Project Based Vouchers – new program in 2020). Of the 30 PBV vouchers:

- 1 is a regular HCV voucher

- 10 are regular vouchers layered with Placer County Mental Health Services Act funding, 3 of which much come from homelessness

- 19 are VASH vouchers

- 50 new Emergency Housing Vouchers for those who are homeless or at risk of homelessness, fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking, recently homeless, or having high risk of housing instability (new program in 2021)

All of the HCV programs listed above support Roseville households that are extremely low-income. The Housing Choice Voucher Rental Assistance Program requires that 75% of new households admitted to the program each year fall under the extremely low-income category. Between 2013 and 2020, RHA issued 525 vouchers to new households. Over the last 8 years, RHA has assisted 49 extremely low-income households per year, at the minimum. The HCV rental assistance program is promoted on the City's website, and through program brochures and through service providers throughout the region.

- **Community Development Block Grant (Federal)**

The City is an entitlement jurisdiction for Community Development Block Grant (CDBG) funds and sets aside a portion of its annual allocation of CDBG funds for the following housing activities:

- **Owner Occupied Housing Rehabilitation Program**

The City began the **Owner Occupied** Housing Rehabilitation Program in 1980. The program is considered a key component in the City's affordable housing strategy as a means of preserving Roseville's housing stock affordable to lower-income households. The program, targeted to low-income **homeowners** households, offers grants to elderly and disabled households **homeowners** and deferred loans to all low-income households for health and safety repairs and home improvements **energy efficient upgrades**. Deferred loans become due and payable upon sale, change of title, or change of use **or 30 years**. Any program income received as a result of a loan payoff is used to fund new loans and grants. The Housing Rehabilitation Program is promoted on the City's website and through the use of program brochures. **Implementation of this program will be directed to disadvantaged geographic areas of the City, where there are overlapping factors such as poverty, overcrowding, cost burden, and poor housing conditions.**

Handyperson Program

The City initiated funding for the Handyperson Program in 1999 as a result of public input, which identified a need for such a program in Roseville. The Handyperson Program provides grants to seniors and disabled homeowners in need of minor home repairs, such as installation of grab bars, repair of minor plumbing leaks, etc. The program is administered by Seniors First. Senior and disabled homeowners may be referred to the Housing Rehabilitation Program for assistance if repairs exceed the scope of the Handyperson Program.

~~The Handyperson Program is promoted on the City's website, through the use of program brochures, and in the Senior Resource Guide for Placer County.~~

Paint Program

~~The City began the Paint Program in 1995, which provides vouchers for exterior paint and materials to assist low-income homeowners and renters with property maintenance. The program is administered by the City's Housing Division and is promoted on the City's website and through program brochures.~~

- **Home Investment Partnership Program (HOME) (State)**

The City began its participation in the State-administered HOME Program in 1994 for the creation and maintenance of affordable housing. The City utilizes HOME funds for the following programs:

- **Housing Rehabilitation Program**

The CDBG funds are leveraged with HOME funds to provide loans and CDBG grants to low-income homeowners. The Housing Rehabilitation Program is described above.

- **First Time Home Buyer (FTHB) – Down Payment Assistance (DAP) Program**

The City sets aside a portion of its HOME grant for down payment assistance in the form of deferred, shared appreciation loans (second mortgages). The FTHB-DAP Program is targeted to low-income households. The homebuyer must qualify under the City's definition of a first-time home buyer, be able to provide at least a 1% down payment, and have attended a Home Buyer's Seminar. The buyer must also comply with the City's criteria with regard to home selection. **Outreach for this program will be directed to disadvantaged geographic areas of the City, where there are overlapping factors such as poverty, overcrowding, cost burden, and poor housing conditions and where there is a higher proportion of communities of color.**

- **Multi-Family New Construction**

The City also pursues HOME funds for construction of multi-family affordable units. HOME funds are leveraged with other funding sources such as Section 202 funds, Low Income Housing Tax Credits, Tax Exempt Housing Bonds, etc., to provide affordable rental housing targeted to extremely low- and very low-income households.

(Policies H2.1, H2.2, H2.5, H2.6)

Time Frame: Annual Applications, 2013–2021 **2021–2029**

Objectives: To support low income households that need assistance in order to stay housed by issuing a minimum of 65 Housing Choice Vouchers per year, 49 of them to extremely low income households, and assisting 6 low income homeowners per year.

Implementing Agency: Housing Division and Roseville Housing Authority

Funding Source: **HUD**, HOME, CDBG

PROGRAM 2 DENSITY BONUS PROGRAM

The City shall continue to implement its Density Bonus Program to help promote and create affordable housing units. The program provides a property owner the ability to construct more income-producing units within the project that can offset the cost of providing affordable units. The Density Bonus Program is promoted on the City's website, and information is available at the City's Permit Center. The City's Housing Division staff also actively promotes the Density Bonus Program in conjunction with implementation of the 10% Affordable Housing Program.

The City's Density Bonus Program is consistent with State Government Code Section 65915–65918. The Density Bonus Program provides for a minimum 20% to a maximum ~~35~~**50**% density bonus in the maximum number of dwelling units, in addition to incentives and/or concessions. The concessions and/or incentives may include reduction in zoning standards, development standards, design requirements, mixed-use zoning, financial assistance, or any other incentive that would reduce costs of the developer.

A developer may qualify for a density bonus and additional incentives and/or concessions if the developer agrees to construct and maintain a minimum of:

- Five percent (5%) of the units affordable to very low-income households
- Ten percent (10%) of the units affordable to lower-income households
- Ten percent (10%) of the units in a condominium project affordable to moderate-income households
- A senior housing development or mobilehome park that limits residency based on age
- Donates land to the City dedicated for the construction of very low income units
- Includes a qualifying child care facility
- Ten percent (10%) of the units for transitional foster youth, disabled veterans, or homeless persons and dedicated to very low income households
- Twenty percent (20%) of the units for lower income students in a student housing development or
- One hundred percent (100%) of the units dedicated to lower income households, except that up to twenty percent (20%) of the units may be dedicated to moderate income households.

The density bonus is increased on a sliding scale, depending on the type and number of affordable units, up to a maximum ~~35~~**50**% density bonus. The number of concessions/incentives granted by the City also increases based on the number and type of affordable units to be constructed. The developer must enter into an Affordable Housing Agreement to secure the affordable units for a minimum of ~~30~~ **55** years prior to issuance of building permits or prior to final map approval.

(Policies H2.1, H2.2, H2.4)

Time Frame: Ongoing, and at least annually

Objectives: To increase the City's supply of affordable housing.

Implementing Agency: Housing Division and Planning Division

Funding Source: General Fund

PROGRAM 3 ~~SECOND UNIT~~ ACCESSORY DWELLING UNITS ORDINANCE

An **accessory** second dwelling unit (**ADU**) shall be as defined by Government Code Section 65852.2 **as it now exists or may hereafter be amended**, and shall mean an attached or detached residential dwelling unit that provides complete independent living facilities for one (1) or more persons. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the primary dwelling is situated. It also includes an efficiency unit and a manufactured home as defined in the Health and Safety Code. **A junior accessory dwelling unit (JADU) shall be as defined by Government Code Section 65852.22, as it now exists or may hereafter be amended, and currently means a unit that is no more than 500 square feet in**

size and contained entirely within a single-family dwelling. A junior accessory dwelling unit may include separate sanitation facilities, or may share sanitation facilities with the existing structure.

The floor area of the second dwelling unit for an attached unit shall not exceed 30% of the existing dwelling's living area. The floor area of the detached unit shall not exceed 1,200 square feet. Fees associated with the development of the second units are the same as those for new single family units. A second unit is permitted provided it complies with the applicable design and development standards identified in Chapter 19.60 of the Zoning Ordinance.

The City currently supports and promotes the development of second **ADUs and JADUs** units on the City's website and information is available at the City's Permit Center.

(Policies H2.1, H2.2, and H2.9)

Time Frame: Ongoing, **and at least annually**

Objectives: Issue building permits for a minimum of 10 units annually (five times the average rate between 2013 and 2017) for a total of 80 units.

Implementing Agency: Planning Division

Funding Source: General Fund

PROGRAM 4 CONDOMINIUM CONVERSION ORDINANCE

The City shall continue to enforce its Condominium Conversion Ordinance to define those conditions under which the conversion of rental units to condominiums would be permitted. Under the ordinance, conversions cannot occur unless certain criteria are met, including the City's established minimum citywide vacancy rates for multi-family rental housing; a minimum percentage of multi-family rental units citywide; provision for affordable housing requirements and Community Benefit Fee; and tenant protections, including a Tenant Relocation Plan, etc.

If the conversion meets the required criteria, the developer must enter into an Affordable Housing Agreement to secure the affordable units provided as part of the conversion approval.

(Policies H2.1, H2.2, H2.4, and H2.11)

Time Frame: Ongoing, **and at least annually**

Objectives: To support the conversion of rental units to condominiums.

Implementing Agency: Planning Division and Housing Division

Funding Source: General Fund

PROGRAM 5 STREAMLINE PROJECT PROCESSING

To **provide certainty and** facilitate project approval and provide internal support to project applicants **application processing**, the City **publishes processing schedules for all entitlements, provides pre-application review to ensure applications are complete prior to submittal, and provides an online permit system. The online permit system allows applicants to submit an application, pay fees, and process comments and revisions entirely online. The online permit system streamlines development and reduces applicant costs by eliminating the need for printing, travel to City offices, and mailing delays. The City's entitlement processing timelines are included within Table X-37 on page 148.** established the Development Services Director position within the Development Services Department. That position acts as a

liaison between project applicants, the development community, the Chamber of Commerce, and City staff to continually assess the City's existing project processing system and identify short- and long-term areas for improvement of the plan check process.

(Policies H2.1 and H2.2)

Time Frame: Ongoing, as applications are processed.

Objective: Complete 100% of complete applications within the City's adopted schedules.

Implementing Agency: Development Services Department

Funding Source: General Fund

6. REVIEW OF SUBDIVISION IMPROVEMENT STANDARDS AND ZONING ORDINANCES

The City's intent is to ensure current standards represent the best means to achieve housing and other City objectives. The City, through the Public Works and Planning departments, shall continue to review and modify Subdivision Improvement Standards on an annual basis.

Properly developed and updated standards can help reduce the costs of development while balancing basic environmental, health, safety, and welfare needs.

(Policies 1 and 2)

Time Frame: Evaluate of the Zoning Ordinance every 2–5 years.

Implementing Agency: Planning Department

Funding Source: General Fund

PROGRAM 6 SPECIFIC PLAN AREAS (SPA)

The provision of affordable housing is a societal goal, one that should be achieved through the efforts of the entire community. The City shall ensure that Specific Plans are consistent with the goals and policies of the General Plan. The primary purpose of the Specific Plan Area process is to guide the comprehensive urbanization of land use in a mix of residential neighborhoods, schools, parks, open spaces, supporting retail and public facilities, office **employment** uses, and an affordable housing component. The Specific Plan Areas are the first step in implementing programs such as the 10% Affordable Housing Goal **policy**.

The City's General Plan Land Use Element contains a section called Growth Management, which establishes the policy framework the City uses when considering new growth and annexation. Land Use Policy LU8.5 states "The City shall use the specific plan process to ensure a comprehensive, logical growth process for new development areas (e.g. annexations) or any areas where significant land use changes are considered." The City's General Plan establishes that the City does not grow in a piece-meal fashion. Instead, the City considers all annexations or significant land use plans inside the context of a detailed Specific Plan process. Additional Land Use Element policies describe the minimum standards, information, and benchmarks which must be met by new Specific Plans, which includes demonstration of compliance with the City's 10% affordable housing policy.

The City's 10% affordable housing policy has produced over 3,000 units since program inception, which is an average of 100 units per year. Furthermore, over the last decade the City's average overall housing production has been approximately 950 units per year, which means that on average 10% of the City's growth during the prior Housing Element cycle has been affordable housing. The 10% goal is applied within each Specific Plan as well, not just

for the City as a whole. For example, the Stoneridge Specific Plan included capacity for 2,861 total units, 286 units of which were required to be affordable. At the time the Specific Plan was adopted in 1998 the City's policy did not require a 40/40/20 split of very low/low/moderate income units, so the Specific Plan called for a split of 75% very low and low (combined) and 25% moderate income units. The Specific Plan is nearly fully built with a total of 2,745 total units constructed, of which 251 are affordable, with 116 mixed income units remaining, of which 29 are lower income¹. Of the constructed affordable units, 73 were moderate income purchase, 150 were low and very low income rental (for seniors), and 28 were low income purchase.

Compliance with the City's General Plan growth management policies results in a robust and detailed Specific Plan. The City's Specific Plans are divided into large lots, and each of these, if residential, is assigned a specific number of allocated units. This is evident in the City's residential capacity inventory in Table X-29 (page 77), where each Specific Plan includes a list of numbered large lots (e.g. AR-1 for Amoruso Ranch Specific Plan Large Lot 1) and these are assigned a land use designation, zoning designation, density, and specific number of allocated units. In turn, this allows the City's infrastructure planning for roads, drainage, sewer, and water, as well as service planning for parks, schools, fire services, and transit to be extremely robust and detailed. Each plan specifically defines the size and location of infrastructure and services, including lift stations, electric substations, wells, and fire stations. The detailed planning process enables the California Environmental Quality Act (CEQA) process to be likewise detailed and specific, resulting in the ability of future subdivision or multifamily projects consistent with the Specific Plan to use CEQA exemptions.

As part of assigning each large lot a specific unit allocation and density, a new Specific Plan must designate at least 10% of the total units as affordable. The affordable housing section or chapter of each Specific Plan includes a table or list of all large lots with an affordable housing obligation, along with Within each SPA, specific parcels are subject to certain affordable housing requirements. Agreements between the City and developers may include a variety of housing types, including mixed use, wherever applicable to help achieve the 10% Affordable Housing Goal. Specific Plans identify programs to meet the 10% Affordable Housing Goal. The type of units and targeted income categories, and parcel-by-parcel obligations are specified. Strategies, including City and landowner obligations, are described. A provision for the payment of in-lieu fees for affordable housing may be included, if appropriate. The City works with the Specific Plan applicant(s) to ensure an appropriate mix and type of residential and non-residential uses, and to ensure that affordable housing sites are distributed through the planning area in order to avoid the creation of concentrated affluence. The City does not meet its affordable housing policy in a piece-meal or project-by-project fashion; the affordable housing plan is established at the time the Specific Plan is approved. Development Agreements are utilized to secure implementation of the Affordable Housing Program. Additional discussion regarding the City's Specific Plan Areas is provided under the 10% Affordable Housing Goal in the Housing Constraints section of this Housing Element.

(Policies H2.1, H2.2, H2.3, H2.4, H2.8, and H2.10)

Time Frame: Ongoing, as SPAs are approved

Objectives: Ensure affordable units are integrated throughout the SPA and provide 10% of total SPA units as affordable units, consistent with Land Use Element Policy LU5.5.

¹ These affordable units are located on Parcel 17 (4 purchase units), Parcel 54 (69 purchase units), Parcel 21 (150 rental units), and Parcel 23 (28 purchase units), which are distributed through the Specific Plan. The map is located here:
https://www.roseville.ca.us/UserFiles/Servers/Server_7964838/File/Government/Departments/Development%20Services/Planning/Specific%20Plans%20&%20Planning%20Areas/Stoneridge%20Specific%20Plan/Stoneridge%20Tables%20and%20Map.pdf

Implementing Agency: Housing Division and Planning Division

Funding Source: General Fund

PROGRAM 7 PUBLIC/PRIVATE PARTNERSHIPS

The provision of affordable housing is a societal goal, one that should be achieved through the efforts of the entire community. While the Specific Plan Areas program above establishes the process by which affordable housing is scoped and planned within each Specific Plan, the Public/Private Partnerships program ensures the requirement is recorded on each property and defines the responsibilities of the City and property owner. Within each of the adopted Specific Plans, the City has included a provision for a public/private partnership, between developers of housing and the City, to achieve the 10% Affordable Housing Goal. In addition to implementing the Affordable Housing Goal within the Specific Plan, the City also requires the affordable housing plan to be reflected within a Development Agreement. The Development Agreement restates the land use plan, including the units allocated and the affordable housing obligations, but also includes a financing plan. The financing plan uses the detailed infrastructure and service studies to establish the per-unit fees which will be applied to every residential unit or non-residential project. This makes fees predictable and transparent for developers. Roseville has identified the following specific roles in this partnership to provide affordable housing:

City of Roseville

The City shall continue with an aggressive affordable housing program designed to maximize potential funds available through existing federal, state, and local programs. Developers for each of the designated affordable housing parcels are required to provide affordable housing pursuant to the terms of the Specific Plan Development Agreement. The Development Agreement requires a developer to enter into an Affordable Housing Agreement Prior to building permits being issued or recording of the final map, developers are required to enter into an Affordable Housing Development Agreement. The City of Roseville will assist all property owners in obtaining appropriate and available subsidies for construction of the affordable housing obligation. ~~If adequate subsidies are unavailable, the affordable housing goal may be deferred to a later phase of the project to allow time to assemble the necessary financing.~~

Development Community

Developers for each of the designated affordable housing parcels are required to provide affordable housing pursuant to the terms of the Specific Plan Development Agreement.

(Policy H2.7)

Time Frame: Ongoing Roseville Specific Plan Process

Objectives: Ensure affordable units are integrated throughout the SPA and provide 10% of total SPA units as affordable units, consistent with Land Use Element Policy LU5.5.

Implementing Agency: Housing Division and Planning Division

Funding Source: General Fund

PROGRAM 8 AFFORDABLE HOUSING AGREEMENTS

Implementation of the City's Affordable Housing Goal begins with planning of the Specific Plan, is established by the Development Agreement, and then when a developer is ready to pursue construction on a site with an affordable housing obligation, is effectuated by the Affordable Housing Agreement. The City shall require Affordable Housing Agreements for all housing projects subject to affordability requirements. Such agreements shall stipulate: (1) the number of affordable units to be constructed;

(2) the affordable purchase price calculations or rental price; (3) the income group to whom the units will be affordable; and (4) the length of time the units will remain affordable. Maximum rents and purchase prices will be determined based on unit size and occupancy levels as follows:

Unit Size	Household Size
1 Bedroom	1.5 Persons
2 Bedroom	3 Persons
3 Bedrooms	4.5 Persons
4 Bedrooms	6 Persons

~~If adequate subsidies are not available to assist in achieving the 10% Affordable Housing Goal, the goal may be deferred to a future date agreed upon by the property owner and the City. Deferring the goal will give the City an opportunity to assemble the necessary financing.~~

The City shall, on an annual basis, review all Affordable Housing Agreements for compliance with affordability provisions. Any property owner who fails to comply with the requirements of an Affordable Housing Agreement may be found by the City Council to be in default of the agreement.

(Policies H2.1, H2.2, H2.3, H2.7, H2.9, and H2.10)

Time Frame: Ongoing and Annual Monitoring

Objectives: Provide 10% of total SPA units as affordable units, consistent with Land Use Element Policy LU5.5.

Implementing Agency: Housing Division

Funding Source: General Fund

PROGRAM 9 IN-LIEU FEES

The City prefers affordable housing be developed as specified under the 10% Affordable Housing Goal within each of the Specific Plan Areas. The collection of in-lieu fees presents a challenge to the City, since the City does not control or own land to ensure the development of the affordable units. Therefore, the City has not established a formal in-lieu fee program and encourages the development of affordable housing. In-lieu fees may be considered on a case-by-case basis. In all cases where in-lieu fees are considered as an alternative to producing affordable units, Housing Division staff will review the project based on: (1) a good faith effort by the owner to secure and use available subsidies; (2) the type of project and its ability to absorb the affordable units; and (3) the ability to use the in-lieu fees within the same Specific Plan or infill areas. **Projects in areas of high opportunity or in areas at risk of displacement will be prioritized to receive any funds collected.**

Development Agreements shall be the mechanism used to secure implementation of the affordable housing program.

(Policies H2.1, H2.2, and H2.3)

Time Frame: Ongoing, as SPAs are approved.

Objectives: Provide 10% of total SPA units as affordable units, consistent with Land Use Element Policy LU5.5.

Implementing Agency: Housing Division

Funding Source: General Fund

PROGRAM 10 NON-RESIDENTIAL CONSTRUCTION FEE

The City shall consider the establishment of a non-residential construction fee program, **and has initiated a nexus study to review the establishment of a non-residential construction fee** which would levy a fee on non-residential construction to assist in the development and retention of affordable housing. The rationale behind this fee is that new employment is a factor in the need for additional housing. The City expects **will** to review the establishment of a non-residential construction fee by ~~2021~~ 2014-2015, at which time the City will determine if it will pursue a program and, if so, the specifics of the program.

(Policy H2.7)

Time Frame: ~~2021~~ 2014–2015

Objectives: Provide additional funding sources for affordable housing.

Implementing Agency: ~~Housing Division~~ **Development Services Department, Affordable Housing and Planning Administration for nexus study**

Funding Source: General Fund Funds would be generated as part of this program to provide affordable housing.

PROGRAM 11 UNITS AT RISK

As noted, the City does not have any projects at risk of conversion to market rate during the eight year planning period of the Housing Element and subsequent eight year planning period. However, the City has identified the following program for projects at risk of conversion in future years:

On an annual basis, the City will update its list of subsidized rental properties and identify those units at risk of converting to market rate units.

If the City identifies projects with affordable units at risk, the City will contact the owner regarding their interest in selling properties or maintaining the rental units as affordable.

The City will work with property owners to identify and apply for federal, state, and local subsidies to ensure the continued affordability of housing units.

The City will maintain a list of nonprofit agencies interested in acquisition/rehabilitation of at risk units and inform them of the status of such units.

The City will work with nonprofit agencies to identify and apply for federal, state, and local subsidies available to assist with providing funds for the acquisition and rehabilitation of at risk projects.

The City will make available to tenants of projects at risk of conversion, referral and contact information regarding tenant rights and conversion procedures, as well as information regarding other affordable housing opportunities within the city.

PROGRAM 11 PRESERVATION OF AFFORDABLE HOUSING

The City shall designate a Preservation Coordinator who will:

- **On an annual basis, update and analyze the risk of conversion to the highest risk properties.**
- **Register with State HCD as a Qualified Entity to receive notices of properties facing a potential loss of affordability.**

- If the Preservation Coordinator identifies projects with affordable units at risk, the City will contact the owner regarding their interest in selling properties or maintaining the rental units as affordable.
- The City will work with property owners to assist with the provision of the required notifications to tenants, local governments, and Qualified Entities in addition to assisting qualified local nonprofit organizations to register as a Qualified Entity.
- The City will assist with the identification and application for federal, state, and local subsidies to ensure the continued affordability of housing units.
- The City will make available to tenants of projects at risk of conversion, referral and contact information regarding tenant rights and conversion procedures, as well as information regarding other affordable housing opportunities within the City.

(Policy H2.6, H2.11)

Time Frame: ~~Annually monitor.~~ Ongoing, and at least annually

Objectives: To ensure affordable units remain affordable for as long as possible.

Implementing Agency: Housing Division

Funding Source: General Fund

PROGRAM 12 HOUSING SUCCESSOR AGENCY

On 2/22/12 the City became the Housing Successor of the Former Redevelopment Agency and will be working with the Department of Finance, in order to approve 2-3 affordable rental housing projects which were slated for development, using 2006 Housing Bonds in the amount of \$5.5 million. After the expenditure of those funds, there will not be any further assistance for affordable housing development using Low/Moderate Income Housing Fund or bond funds generated through the former Redevelopment Agency's tax increment.

All redevelopment agencies were dissolved in California effective February 1, 2012. The City of Roseville elected to function as the successor to the former Redevelopment Agency ("Successor Agency") and to form a Housing Successor to serve as the governing body for the former agency's low and moderate income housing assets. Housing Successors receive the non-cash housing assets of the former Redevelopment Agencies and are charged with monitoring and maintaining existing low-and moderate income housing assets and meeting outstanding requirements for former redevelopment agencies.

Beginning in 2015, agreements were made to spend the remaining \$5.9 million in bond proceeds on an affordable housing development constructed by Mercy Housing. That project was completed in 2018 and the total distributed to Mercy in the form of a loan was \$5.76 million. After the expenditure of those funds, there are no longer any significant funding sources available.

The Housing Successor receives 20% of loan repayment revenues, approximately \$240,000 annually, until all loans are paid back, which is projected to be 2036. As of October 2020 there are current projects, planned for yet unencumbered, totaling approximately \$1.2 million. The Housing Successor may spend up to \$250,000 for Homeless Prevention and Rapid Rehousing (HPRR) each year, the maximum allowed in the law. The City will annually track the demographics of the people benefiting from these funds to ensure they are equitably distributed, and make adjustments to funding if they are not; this assessment shall use the best available data, including updated Census, ACS, Point in Time counts, and other data. Going forward the fund's revenues will be only from loan payment funds. Surplus funds may provide small gap funding for future affordable development projects. Projects in

areas of high opportunity or in areas at risk of displacement will be prioritized to receive any funds collected.

Time Frame: ~~2021–2029~~ 2013–2021, or until the \$5.5 million is expended.

Objectives: Gap financing for future developments and Homeless Prevention and Rapid Rehousing Program

Implementing Agency: Housing Division

Funding Source: City loan payoffs ~~Housing Bonds~~

PROGRAM 13 RESIDENTIAL CAPACITY MONITORING (NO NET LOSS) ~~MONITOR THE CITY'S LAND INVENTORY~~

The City will continuously monitor the development of all sites identified in the adequate sites inventory, to ensure the minimum Regional Housing Needs Allocation for each income category is met at all times. The City will use an evaluation and tracking procedure pursuant to Government Code Section 65863. The City will track all instances where a site identified in the City's adequate sites inventory is developed with greater or fewer units (at the specified income level) than had been identified in the inventory. If a project is proposed which would reduce the City's capacity in any income category below the amount allocated by the City's Regional Housing Needs Assessment, the City will identify and, if necessary, rezone within six months sufficient sites to offset the shortfall and ensure no net loss in capacity. ~~The City will annually review its land inventory to ensure there is enough vacant residential land in the city to meet its RHNA allocation.~~

(Goal H3)

Time Frame: ~~Annually~~ Ongoing as applications are received, and at least monthly.

Objectives: Evaluate 100% of residential applications for RHNA consistency.

Implementing Agency: Planning Division and ~~Housing Division~~

Funding Source: General Fund

Downtown Specific Plan

The City will implement the Downtown Specific Plan focusing on infill development, revitalization of older neighborhoods and commercial corridors, as well as encouraging the development of mixed use and high density residential units. The City offers various programs in the Downtown Specific Plan, which encourage and facilitate the development of high density and mixed use housing.

Time Frame: Ongoing

Implementing Agency: Housing Division

Funding Source: General Fund

PROGRAM 14 REZONE PROGRAM FOR ADEQUATE SITES

The City has been allocated a RHNA of 12,066 total units, of which 6,178 units must be lower income (a combination of low and very low income). As of the writing of this Housing Element, the City has insufficient units to meet the lower income RHNA, and has therefore committed to providing adequate sites through a rezone program consisting of the below. Each strategy describes two figures: the total capacity and the realistic capacity. The total capacity describes the total number of units which could result from full implementation of the strategy. The realistic capacity is a smaller number of units and represents the units the rezone program could realistically achieve within the 8-year planning period. The

rezone program has generally been designed to operate as a menu, identifying a broad array of sites which could accommodate units from which to select in order to achieve the RHNA obligation.

1. Commercial Corridors: The City has identified three commercial corridors for revitalization. The Douglas Boulevard/Harding Boulevard Corridor includes a mix of single-family residential properties, single-family residences which have been converted to businesses, aging hotels, and many older commercial properties with large, minimally improved parking fields. The Douglas Boulevard/Sunrise Avenue Corridor includes a mix of land uses, including commercial businesses and business professional offices with large, minimally improved parking fields and single-family homes, duplexes, and apartments. The Atlantic Street Corridor includes a mix of uses along the street frontage, with residential uses to the rear; many of the residential properties contain more than one housing unit, or room for additional units. The Commercial Corridors strategy will consist of the preparation of Specific Plans for each corridor, the establishment of mixed-use land use and zoning designations to provide more opportunities for redevelopment and reuse, more flexible zoning and development standards, and streamlined approval processes. The City anticipates adding capacity for a minimum of 400 lower income residential units, which represents both the total and realistic capacity. See Appendix E for details.
2. Infill Intensification: The central core of Roseville where development occurred prior to the 1980s is known as the City's "Infill Area," and is approximately 8,500 acres. This older area of the City is not within a Specific Plan, and much of the development occurred prior to the adoption of the City's General Plan or Zoning regulations. Consequently, inconsistencies between a property's land use and zoning designations are relatively common, and the land use designation density typically reflects the built conditions rather than planned future conditions. These factors have presented regulatory barriers to development and redevelopment. The City would amend the land use and zoning designation of selected properties in the Infill Area, to remedy inconsistencies between land use and zoning and to increase the permitted residential densities. This program has the potential to add capacity for 832 units at all levels of affordability. The realistic capacity of this program is 186 units, based on the assumption that vacant or significantly underutilized sites are most likely to develop. See Appendix E for details. This program will include a replacement program, to ensure that if units are demolished and replaced the residents are not displaced and at least as many homes are rebuilt as were removed.
3. Opportunity Sites: Staff examined vacant sites throughout the City to find properties with the potential to be converted to a high density residential land use designation. After screening out sites due to the presence of approved entitlements, Development Agreements, or significant environmental constraints (floodplain, wetland preserves, etc), the City has identified potential sites for evaluation as part of this rezone program. Additional sites may be identified as the City develops this option and sites on this list may be removed due to constraints. The current list of sites has the potential to add a total capacity of 1,350 lower income (high density) residential units. The realistic capacity of this strategy is 600 lower income (high density) units. See Appendix E for details.
4. Vacant Sites—Residential Intensification: The western areas of the City include multiple vacant sites with High Density Residential land uses at densities below 25 units per acre. Increasing the land use density of these sites to 30 units per acre would yield additional units. As part of this strategy the City would develop and adopt a Land Use Amendment Policy requiring all Specific Plan Amendment projects involving land use changes to also amend the land use of High Density Residential sites the applicant/property owner controls to between 25 and 30 units to the acre. If all of the sites were amended to 30 units per acre the total capacity is 1,880 high density units. However, the realistic capacity is 900 units. See Appendix E for details.

The above rezone program has a realistic capacity of 2,086 lower income (high density) units. In adopting this program the City is approving a menu of strategies which may be pursued, and providing evidence

for the realistic capacity which could be added by each. In implementing the rezone program, the City may choose to implement one, all, or portions of these, based on need and to the extent necessary to ensure the City achieves the minimum required RHNA capacity, which currently requires the addition of 1,718 lower income units. The City's rezone program, in combination with other programs, shall result in the City's achievement and maintenance of the minimum required capacity of 6,178 lower income units. As stated in Housing Element Program 15, the City's adopted Zoning Ordinance permits ministerial (by-right) development of multifamily projects where at least 20% of the sites are affordable to lower income households. All of the sites identified in the City's rezone program shall be zoned with a minimum density of at least 20 units per acre, and more than 50% shall be accommodated on sites designated for residential use and for which nonresidential uses or mixed uses are not permitted.

(Policy H3.2, H3.4, H3.5)

Time Frame: 2024

Objectives: Achieve a minimum lower income capacity of 6,178 units by 2024.

Implementing Agency: Planning Division

Funding Source: General Fund/Grant Funding

PROGRAM 15 AFFORDABLE HOUSING STREAMLINING

The City has a ministerial approval process for affordable housing projects which meet specified criteria. The streamlined approval process is an opt-in program for developers who must request streamlined ministerial approval at the time of application to the City. To qualify, the developer must agree to enter into an affordable housing agreement with the City ensuring a minimum of 20% of the units will be affordable to low, very low, or extremely low income households. A qualifying project may opt to be reviewed for conformity with the City's Objective Design Standards through the ministerial Building Permit process in lieu of the City's discretionary Design Review Permit process. The Objective Design Standards are available on the City's Planning Division website. The City's discretionary Design Review Permit process is required for any developer seeking exceptions, variances, or modifications to objective zoning or objective design standards, excluding modifications granted as part of a density bonus concession, incentive, parking reduction, or waiver of development standards pursuant to Density Bonus Law or the City's density bonus program. The program applies citywide to all affordable housing projects meeting the affordability requirement, including to sites which have been included in the inventory for more than one Housing Element cycle.

(Policy H3.1)

Time Frame: Ongoing as applications are received, and at least annually.

Objectives: To streamline the approval of affordable housing projects by providing a ministerial approval process, thereby shortening timeframes by an average of three to five months and fees by \$8,000 or more.

Implementing Agency: Housing Division and Planning Division

Funding Source: General Fund

PROGRAM 16 PRIORITIZE AFFORDABLE HOUSING

The City will prioritize the timely and efficient processing of affordable housing projects through various means, including via the City's ministerial approval process, prioritizing utility services for affordable projects, and providing support and assistance in securing grants and other financial subsidies. The City will also develop a phasing program for affordable housing sites, which will include streamlined

processes for lot line adjustments, parcel maps, and similar entitlements which may be necessary to support construction and financing of affordable housing. At minimum, the phasing program will provide for ministerial processing of lot line adjustments, voluntary mergers, and parcel maps. The City will also investigate the development of fee reductions for affordable housing projects. The City will annually track the use of Program 16 to determine its effectiveness, which will be evaluated based on the percent of affordable housing projects using the program, as well as the percent of large site property owners/developers using the program. The City will annually meet with affordable housing developers to discuss constraints to the production of affordable housing, and based on this feedback, commits to implementing program improvements to ensure the City meets its goal of 100% of affordable housing projects using the program.

(Policy H3.1)

Time Frame: 2024 and ongoing

Objectives: To facilitate and incentivize the construction of affordable housing. The goal is for 100% of affordable housing projects to leverage this program.

Implementing Agency: Housing Division and Planning Division

Funding Source: General Fund

PROGRAM 17 HOUSING REPLACEMENT PROGRAM

Sites that have residential uses, or which had residential uses that were vacated or demolished anytime within the prior five years, shall be subject to this replacement program if any of the units were subject to an affordable housing agreement (or other affordability requirement pursuant to Government Code Section 65583.2). Development proposals on such sites shall maintain all affordable units at the same or lower income level, or shall be contingent on the replacement of all lost affordable units, at the same or lower income level.

(Policy H3.1)

Time Frame: Ongoing, as applications are received.

Objectives: To ensure conservation and replacement of affordable units.

Implementing Agency: Housing Division and Planning Division

Funding Source: General Fund

PROGRAM 18 ACCESSORY DWELLING UNIT OUTREACH PROGRAM

The City will develop an accessory dwelling unit outreach program targeting existing multifamily sites, to help educate the owners of multifamily properties about the use of accessory dwelling units as a means to add units on multifamily sites without the need for additional entitlements. The program is intended to promote and create affordable housing units. The program will be promoted on the City's website and information will be available at the City's Permit Center. The City's Housing Division staff will also actively promote the program in conjunction with implementation of the 10% Affordable Housing Program and other Housing programs.

(Policy H3.2, H3.3)

Time Frame: 2022

Objectives: Ensure 100% of multifamily property owners who contact the City receive information on accessory dwelling units.

Implementing Agency: Planning Division and Housing Division

Funding Source: General Fund

PROGRAM 19 FEDERAL AND STATE PROGRAMS

The City shall pursue the following state and federal sources that will assist the City in addressing the housing and supportive needs of special needs populations. **The City shall meet a minimum of once annually with affordable housing developers to discuss barriers to the production of affordable housing, with a particular emphasis on the production of extremely low income housing and housing for special needs groups. Consistent with this program and other housing programs (such as Program 8, 9, 10, 12, and 16) the City shall prioritize, incentivize, and facilitate the construction of housing for extremely low income and special needs households, including by using financial resources to provide gap funding.**

Section 8 Housing Choice Voucher Program (Federal)

The Department of Housing and Urban Development (HUD) provides funding for rental subsidy payments for households earning 50% or less of the area median income. **Special vouchers have also been made available for veterans, called Veterans Administration Supportive Housing (VASH), as well as Mainstream Vouchers which serve those with mental illness and are homeless or near homelessness. The HCV is programs serve households who are extremely low income and/or disabled and is are** administered by the Roseville Housing Authority. **The Roseville Housing Authority (RHA) shall provide Housing Choice Vouchers (HCVs) to very low- and extremely low-income households in order to provide affordable housing options to those most in need; 75% of new households receiving vouchers shall be extremely low income. RHA shall offer Small Area Fair Market Rents and provide landlord education on the benefits of participating in the program. RHA shall also consider implementing a Landlord Incentive Program based on available federal funding and other best practices to incentivize new landlords to participate in the program. RHA will provide outreach materials to multifamily property owners and managers in areas of high opportunity on the benefits of accepting HCVs and will work to increase the number of properties accepting HCVs in high opportunity areas.**

Section 202 (Federal)

HUD provides long-term, direct loans to private, non-profit sponsors to finance new construction of elderly and disabled housing affordable to households earning 50% or less of the median income. The City will support applications by non-profit housing developers for Section 202 funding.

HOME Investment Partnership Program (State)

The Housing Division utilizes State-administered federal HOME funds for the First Time Homebuyer Program, which provides down payment assistance to low-income first time homebuyers. The City's First Time Home Buyer Down Payment Assistance Program allows displaced homemakers to qualify as first time home buyers. The City also uses HOME funds to leverage Community Development Block Grant funds for the Housing Rehabilitation Program described below. The City will pursue HOME funds for financing of affordable multi-family rental projects targeted to special needs groups such as seniors **and those with disabilities.**

Community Development Block Grant (CDBG) (Federal)

The City will continue to set aside CDBG funds for the following programs that address the needs of special needs populations, including elderly, disabled, and homeless individuals and families.

Housing Rehabilitation Program

Deferred loans up to \$100,000 are available to low-income homeowners for health and safety repairs and general home improvements. Elderly and disabled homeowners can also receive a \$5,000 grant for health and safety repairs. **Outreach for this program will be directed to disadvantaged geographic areas of the City, where there are overlapping factors such as poverty, overcrowding, cost burden, and poor housing conditions and where there is a higher proportion of communities of color based on the most current census data.**

Roseville Handyperson Program

The Roseville Handyperson Program provides grants to elderly and disabled homeowners for minor home repairs and handicapped accessible improvements.

Public Service Funds

The City has made CDBG Public Service funds available to non-profit agencies and organizations that provide supportive services to special needs populations. The City will continue to consider applications for funding for special needs activities under the Public Service category during the Annual Action Plan process.

(Policies H4.1, H4.2, H4.3, H4.4 and H4.5)

Time Frame: Ongoing, as funding is available, **and at least annually.**

Objectives: Effectively implement federal and state programs and leverage funding opportunities, increase the number of participating properties in high resource areas of the City, and obtain funding for affordable housing projects serving special needs populations.

Implementing Agency: Housing Division

Funding Source: Housing Choice Voucher, CDBG, HOME, Section 202

PROGRAM 20 HOMELESS PREVENTION AND RAPID REHOUSING PROGRAM LOCAL PROGRAMS

The City shall continue to utilize and encourage service providers who assist special needs populations to use the following local financing programs to address the needs of special needs populations:

Homeless Voucher Program

The City Council has approved Roseville Homeless Prevention Rapid Rehousing (HPRR) funds consisting of Permanent Local Housing Allocation funds and up to \$250,000 in Low and Moderate Income Funds to assist Roseville homeless and those about to be homeless with grants for payment of past due rent, security deposits, first month's rent, past due utility bills, and emergency motel vouchers.

Non-profits apply for program funds annually. On average, the HPRR program serves the community by providing over 37,000 bed nights for the homeless annually, providing rental assistance to maintain permanent housing for approximately 500 households, placing 50 individuals into transitional or treatment facilities, and permanently housing 15 people from homelessness per year. The City will annually track the demographics of the people benefiting from these funds to ensure they are equitably distributed, and make adjustments to funding if they are not.

The City Council has approved Roseville General Funds to assist homeless persons in Roseville and those about to be homeless with grants up to \$1,500 for payment of past due rent, security deposits, first month's rent, past due utility bills, and emergency motel vouchers. The Salvation Army administers the program and provides dollar for dollar matching funds. The program is promoted by the Salvation Army and by referrals from local nonprofit organizations and/or advocates for the homeless.

(Policy H4.5)

Time Frame: Ongoing, as funding is available, **and at least annually.**

Objectives: Fund non-profits to implement homeless prevention and rapid rehousing programs such as rent, utilities and deposit payments, homeless hotel vouchers, and ready-to-rent programs.

Implementing Agency: Housing Division & Non-profits that apply for funding, ~~City Manager, City Council~~

Funding Source: General Fund, Citizens' Benefit Fund, and REACH Fund ~~Permanent Local Housing Allocation and Low and Moderate Income Fund~~

PROGRAM 21 ROSEVILLE COMMUNITY GRANT FUNDS

Roseville Community Grant Funds

~~The City has established the following community grants. The Grants Advisory Commission reviews grant applications and makes grant recommendations on an annual basis to the City Council~~ **for the following community grants:**

Citizens' Benefit Fund

The Citizens' Benefit was established in 1993 following the sale of the City-owned Roseville Hospital. The proceeds were invested and a portion of the interest earned each year is made available for grants with the purpose of improving the quality of life for the citizens of Roseville. Public agencies, schools and non-profit 501(c)3 or 501(c)4 are eligible to apply.

~~The Citizens' Benefit Fund utilizes interest payments on funds received from the sale of the City-owned Roseville Community Hospital to provide grants of up to \$30,000 to public agencies, schools, and nonprofit organizations serving citizens of Roseville are eligible to apply "to improve the quality of life for the citizens of Roseville."~~

REACH Fund

The Roseville Employees Annual Charitable Hearts Fund (REACH) is a community giving fund created through the generosity of Roseville employees and retirees. These employee-donated funds are dispersed to local charitable organizations that serve youth, seniors and families in the South Placer County region.

~~The REACH Fund utilizes contributions by Roseville City employees, retirees, and businesses to provide grants up to \$7,500 to public agencies, schools, and nonprofit organizations that assist youth, families, or seniors in Placer County.~~

(Policy H4.5)

Time Frame: Ongoing, as funding is available, and at least annually

Objectives: Provide funding to public agencies and non-profits for programs that benefit and support the Roseville community.

Implementing Agency: Housing Division, City Manager, City Council

Funding Source: Citizens' Benefit Trust, and REACH Fund

PROGRAM 22 ADDRESS SIGNIFICANT DISPARITIES AND INCREASE OPPORTUNITIES

To Achieve Getting People and Families off the Street, the City will:

- **Create opportunities for development of permanent supportive housing for people experiencing homelessness, including families, by identifying sites and properties and prioritize local funding**

and incentives for that use. Current activities include consideration of a Project Homekey development which would create new permanent supportive housing units for people experiencing homelessness.

- Create and fund rehousing plans to move people from emergency COVID sheltering to permanent affordable housing, and in the future, respond similarly to major health or housing displacement emergencies. In its COVID response, the City has partnered with Placer County on a COVID rehousing program.

To Achieve Keeping People in their Homes, the City will:

- Provide Rental Assistance: fund rental assistance and work with tenants, nonprofit housing providers, advocates and the state to find solutions on rent that keeps tenants out of debt, prevents displacement, and sustains financial security of nonprofit housing providers. City's CDBG-CV3 funds are supporting a COVID rental assistance program. The City is partnering with Placer County on rental assistance for low-income households who are facing hardships due to the COVID-19 pandemic.
- Continue and adopt policies to prevent displacement including strategies to protect senior and low-income homeowners such as targeting home repair programs and no-net loss policies for existing affordable housing and condo conversion ordinances. The City will continue its income-qualified Owner-Occupied Housing Rehabilitation deferred loan and grant program. Applications and outreach materials are posted in English and Spanish. The City will direct implementation of these policies and programs into geographic areas of the community at greatest sensitivity or risk of displacement.

To Increase and Preserve the Affordable Housing Supply, the City will:

- Undertake all preservation programs outlined in the preservation section of the HE which includes continuing to annually monitor and support preservation of existing regulated affordable homes at risk of converting to market rates. The City currently monitors such developments and will enhance its program by naming a Preservation Coordinator.
- Provide outreach on targeted first-time homebuyer programs in neighborhoods that have suffered from historic disinvestment to increase awareness and access to such programs like HUD Section 8 Homebuyer assistance. Outreach will be in English and Spanish.
- Strengthen its local housing trust fund with local revenue sources. Currently the City's revenue sources include in lieu fees and pay offs from affordable purchase loans. Actions to include re-applying for state Local Housing Trust Fund (LHTF) Program as they are released.

Metrics: Number of households assisted with rental assistance; owner occupied rehab; number of permanent supportive housing projects the City explores.

(Policy H4.10)

Time Frame: Ongoing, and at least annually

Objectives: To ensure that direct and indirect government activities and influence is equitable and supports access to housing opportunists for all groups. Metrics for success include 700 low, very low and extremely low income households assisted with rental assistance; 15 owner-occupied rehab projects (based on current funding levels) within a disadvantaged community area or area at risk of displacement; at least 1 permanent supportive housing project explored annually.

Implementing Agency: Housing Division

Funding Source: Community Development Block Grant, General Fund

PROGRAM 23 HOMELESS OUTREACH

The Roseville Police Department uses a Social Services Unit consisting of two full-time Problem-Oriented Policing Officers and two Homeless Outreach Workers from Placer County Health and Human Services to link homeless individuals to services throughout the County and to build trust with unsheltered individuals, particularly among communities where distrust is widespread and acts as a barrier to accessing services.

(Policy H4.5)

Time Frame: Ongoing, and at least annually

Objectives: Contact 50 high-risk community members per month.

Implementing Agency: Roseville Police Department Social Services Unit

Funding Source: Community Development Block Grant, Downtown Roseville Partnership, General Fund

PROGRAM 24 FAMILY MOBILE TEAM

The Roseville Police Department collaborates with Placer County Mental Health on a Family Mobile Team unit, which responds to family crisis situations and calls from minors in dangerous situations, to connect these individuals to support and services to avoid these situations from resulting in homelessness.

(Policy H4.5)

Time Frame: Ongoing, and at least annually

Objectives: A minimum of 350 interactions annually.

Implementing Agency: Roseville Police Department Social Services Unit

Funding Source: Community Development Block Grant, Downtown Roseville Partnership, General Fund

PROGRAM 25 FAMILY REUNIFICATION PROGRAM

The City will implement a Family Connect and Reunification Program to assist those experiencing homelessness to be reconnected with family and friends who can help support the individual, including by providing transportation to the friend or family member.

(Policy H4.5)

Time Frame: Ongoing, and at least annually.

Objectives: Reunification of 20 individuals experiencing homelessness

Implementing Agency: Roseville Police Department Social Services Unit

Funding Source: Grant program or other funding

PROGRAM 26 REGIONAL HOUSING PROGRAMS

When feasible, the City will address affordable housing issues on a regional basis.

Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act Funds

The City's Housing Division will continue to participate in the Placer Consortium on Homelessness (PCOH) with other jurisdictions, local organizations, and service providers to establish and promote a network of facilities and resources to assist the homeless population and other special needs populations. The City will continue to participate in the preparation of the Placer County Continuum of Care annual application for Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act funds.

(Policy H4.5)

Time Frame: Annually

Objectives: Participate in regional approaches to affordable housing.

Implementing Agency: Housing Division

Funding Source: Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act funds (Federal)

PROGRAM 27 FAIR HOUSING AND HOUSING DISCRIMINATION LEGAL SERVICES

In 2019, the City completed a regional effort that updated the 2000 Analysis of Impediments to Fair Housing Choice (AI) pursuant to the 2015 AFFH Final Rule. Relevant sections are incorporated into the Housing Element.

The City shall continue to actively participate in the ongoing region-wide collaborative effort to improve fair housing choice and affirmatively further fair housing.

The City's 19 fair housing indicators for zoning codes analysis for ideal outcomes to prevent fair housing barriers included in the AI based on a checklist developed by the Region IX HUD office found that all of the 19 indicators supported fair housing and that none of the City's zoning codes create barriers to fair housing or impact housing choice. The City will work to ensure that it does not create barriers in its future actions to fair housing or impact housing choice by:

- **Regularly complete analysis of the characteristics of the beneficiaries of housing and service programs relative to the income-adjusted resident population**
- **Require that developers receiving public subsidies (monetary or in the form of density bonuses and fast track review) use affirmative fair housing marketing practices**
- **Monitor how public sector investments can contribute to economic changes in neighborhoods, possibly accelerating displacement of low-income residents**
- **Conduct robust and meaningful public engagement activities and events when considering adoption of policies to ensure all voices in the community are heard.**
- **In making planning decisions, be aware of how the built environment communicates inclusiveness or exclusiveness to different types of residents**

- Holding monthly housing meetings for non-profit organizations and local stakeholders, including the Latino Leadership Council, to share regional resources and ensure equitable distribution of resources.
- Encourage and support affordable housing across the City in all neighborhoods, with a focus on areas of high opportunity.

The City will continue to provide assistance regarding equal housing opportunities through its Housing Division and Housing Authority in addition to funding a program which will provide the services of legal counsel to persons experiencing housing discrimination.

The City of Roseville will continue its collaborative Housing Education Campaign to provide fair housing counseling workshops and one-on-one counseling for Roseville residents, landlords/property owners, and tenants, with counseling provided by Project Sentinel or similar HUD qualified fair housing provider, through the City's Fair Housing Education Program. Under contract with the City, fair housing provider will also offer fair housing workshops, respond to inquiries and provide wide-ranging fair housing information. Its website is a rich resource with information in six languages.

In addition to the provision of workshops and one-on-one counseling, the City's website includes fair housing information and referral service data with links to other Fair Housing resources.

(Policies H4.6, H4.7, H4.8)

Time Frame: Ongoing, and at least annually.

Objectives: To ensure residents are informed of their housing rights and are provided with support on fair housing issues, and that City actions do not create barriers to fair housing or impact choice. Annually, 50 responses to inquiries; at least 1 Fair Housing Workshop; Adequate annual funding, \$12,000 for 2022, future years amount responsive to resources/needs.

Implementing Agency: Housing Division and Roseville Housing Authority

Funding Source: Housing Choice Voucher Rental Assistance, Community Development Block Grant Funding, City's Low- and Moderate-Income Fund, General Fund

PROGRAM 26 FAIR HOUSING

The City will continue to provide assistance regarding equal housing opportunities through its Housing Division and Housing Authority.

The City of Roseville will continue its collaborative Housing Education Campaign to provide fair housing counseling workshops and one-on-one counseling for Roseville residents, landlords/property owners, and tenants, with counseling provided by Legal Services of Northern California through the City's Fair Housing Education Program.

In addition to the provision of workshops and one-on-one counseling, the City's website includes fair housing information and referral service data with links to other Fair housing resources.

Time Frame: Ongoing

Implementing Agency: Housing Division and Roseville Housing Authority

Funding Source: General Fund

PROGRAM 28 SUPPORT FOR HOUSING FOR PERSONS WITH DEVELOPMENTAL DISABILITIES

Work with the Alta California Regional center to implement an outreach program that informs families and housing developers within the City on housing and services available for persons with developmental disabilities. The program could include the development of an informational brochure, including information on services on the City's website. The City will also revise the Zoning Ordinance to require an Administrative Permit for large Community Care homes (7 to 12 persons) instead of a Use Permit. Standards for approval of an Administrative Permit for large Community Care homes will be developed, to facilitate objectivity and certainty in review.

(Policies H4.1, H4.8, H4.9)

Time Frame: Ongoing, and at least annually

Objectives: To ensure residents are informed of housing options for persons with developmental disabilities

Implementing Agency: Housing Division

Funding Source: General Fund

PROGRAM 29 ALLOW SHARED HOUSING UNDER HOUSING CHOICE VOUCHER FOR PERSONS WITH DISABILITIES

Continue Roseville Housing Authority's policy to allow Shared Housing to enable persons with disabilities to use their voucher in housing that is shared with non-related persons. The rent and rental subsidy for these households is based on the use of one bedroom (or two if a live-in aide is required). The HCV rental assistance Shared Housing option does not factor in the income of the other household members who may be providing an increased level of independence for the disabled HCV participant.

RHA has operated this policy for more than 20 years and a number of developmentally disabled individuals have made use of the Shared Housing option. The program has received positive feedback from the participants, their families and landlords on the benefit of this provision.

(Policies H4.1, H4.9)

Time Frame: Ongoing, and at least annually

Objectives: To provide rental assistance for residents with disabilities

Implementing Agency: Roseville Housing Authority

Funding Source: Housing Choice Voucher Rental Assistance

PROGRAM 30 PROCESS AND FEE STRUCTURE REVIEW

Permit Process – To expedite project facilitation and provide internal support to project applicants, the City established the Development Advisory Committee ~~Economic Development Advisory Committee~~ to **advise and assist the City Council in creating a community environment conducive to existing businesses, attracting new businesses, and promoting tourism.** In order to expedite project facilitation and provide internal support to project applicants, the Economic Development Advisory Committee also functions as a liaison, building relationships between the City, the development community, and business owners. The Committee provides input into delivery of development services, cost of services, construction standards, development impact fees, and other development service policy areas. The Committee regularly reviews the City's fee system to work toward reducing the cost of development

impact fees, as well as provide direction on the Economic Development Strategy. function as a liaison building relationships between the City and development community, providing input into delivery of development services, cost of services, construction standards, development impact fees, and other development service policy areas.

Fee Structure – The City will continue to review its fee system and work toward graduated fees as a means of reducing the cost of housing development.

The Development Services Department will work with the Development advisory committee **Economic Development Advisory Committee.**

(Policy H5.1)

Time Frame: Annually review process and fee structure.

Objectives: **Review process and fee structure once per year.**

Implementing Agency: Development Services Department

Funding Source: General Fund

PROGRAM 31 REVIEW OF SUBDIVISION IMPROVEMENT STANDARDS AND ZONING ORDINANCES

The City will continue **regularly** to review of **the** Subdivision Improvement Standards and Zoning Ordinances **to ensure residential development standards are appropriate, aligned with the City's housing-related policies, reflective of modern planning practices, and are not unduly burdensome or restrictive. The City will annually review housing legislation and update the Zoning Ordinance as needed to comply with new state laws. Current amendments needed pursuant to this program include reducing the parking requirements for emergency shelters consistent with AB 139, adding employee housing (for six or fewer people) as a permitted residential use, and adjusting the description of transitional and supportive housing to state that these uses are permitted by right where multifamily and mixed use are permitted (to ensure consistency with AB 2162).**

(Policy H5.2)

Time Frame: Annually review Subdivision Improvement Standards **Ongoing, and at least annually**

Objectives: **Complete review of the Subdivision Improvement Standards and Zoning Ordinance once per year.**

Implementing Agency: Planning Division

Funding Source: General Fund

PROGRAM 32 PUBLIC EDUCATION PROGRAM

The City will continue to educate its citizens **the greater Roseville community about** regarding the necessity of providing the affordable housing needed to support the job growth occurring in Roseville **and the region.** Specifically, this information will focus on the need to provide affordable housing in close proximity to jobs **for multiple reasons, including** in an effort to reduce the traffic and air quality impacts that result from long commutes **and reduce inequities by ensuring all sectors of the City's employment base can afford to live in the community where they work.** In addition, the City will continue to monitor community opposition to affordable housing projects in an effort to remove negative perceptions. Education will occur through public

hearings, presentations to various service organizations and other community groups, and articles published in the local newspaper and the City's newsletter.

(Policy H5.3)

Time Frame: Bi-annually.

Objectives: 100% of staff reports or other City materials for affordable housing projects will include information about the necessity of affordable housing and City newsletters will contain such materials a minimum of twice annually. A FlashVote survey or other survey will be distributed annually to evaluate the community's perceptions of affordable housing.

Implementing Agency: Housing Division, Planning Division

Funding Source: General Fund

PROGRAM 33 PUBLIC PARTICIPATION

The Planning Division will continue to provide multiple ways for residents to be informed of development projects and multiple opportunities and means for community input on proposed projects within the City, including:

- Uploading initial notices that an application was received to the Roseville Coalition of Neighborhood Associations' (RCONA) website.
- Maintenance of the City's Development Activity website, which includes a list of all new applications received during the previous week, a description of all active development proposals in the City, and interactive maps displaying the location of current and upcoming construction in the City.
- Maintenance of the City's Planning Projects of Interest website, where project details and documents are uploaded for projects generating significant community interest.
- Maintenance of the City's Online Permitting Services portal, which allows the public to look up documents and details for all active applications in the City.
- For General Plan Amendments, physically posting a notice of the project application on the project site.
- Encouraging applicants to hold neighborhood meetings before the public decision-making process begins, to ensure the community understands the proposal and to receive any concerns and questions early in the process.
- Uploading public hearing notices and notices of intent to approve a project to the RCONA website, in addition to the direct mailing of such notices to properties within 300 feet of the project.

Neighborhood forums and other outreach allows people affected by a project to have their questions and concerns addressed early in the planning process, which can reduce costs by avoiding late-stage design changes due to unexpected comments. Outreach also has the potential to improve community investment in a project and ensure the achievement of equity goals. The intent of the City's public participation process is to provide clear processes and means for community notice and input as part of a timely and transparent decision-making process. This program is also consistent with the City's General Plan, which directs the City to continue and improve our public participation programs. encourage developers to meet with interested parties before the public decision-making process begins.

Preliminary neighborhood forums allow persons directly affected by the project to have their questions and concerns addressed early in the planning process.

(Policy H5.3)

Time Frame: Ongoing, as projects are processed through the Planning Division.

Objectives: Provide multiple means and opportunities for public participation as part of Planning entitlement projects.

Implementing Agency: Planning Division

Funding Source: General Fund

PROGRAM 34 SPECIAL NEEDS HOUSING LAWS

The City will review the Zoning Ordinance and its other planning documents and, if necessary, make changes to ensure compliance with the Supportive Housing Streamlining Act (AB 2162), AB 101 (Low-Barrier Navigation Centers), and other existing and future legislation.

AB 2162 requires supportive housing to be considered a use by right in zones where multi-family and mixed uses are permitted, including nonresidential zones permitting multi-family uses, if the proposed housing development meets specified criteria. AB 101 requires that Low-Barrier Navigation Centers (LBNC) be a by-right use in areas zoned for mixed-use and nonresidential zones permitting multi-family uses. LBNC provide temporary room and board with limited barriers to entry while case managers work to connect homeless individuals and families to income, public benefits, health services, permanent housing, or other shelter.

(Policy H5.4)

Time Frame: Within two years of adoption of the Housing Element

Objectives: City ensures compliance with AB 2162 and AB 101 and other legislation

Implementing Agency: Planning Division

Funding Source: General Fund

PROGRAM 35 ROSEVILLE ELECTRIC PROGRAM

Peak Load Management Program

Roseville Electric will continue to explore and implement peak load management programs designed to most efficiently manage energy use during critical peak demand.

Energy Audits

Roseville Electric will continue to offer online energy audits and custom energy information to aid customers in reducing home energy costs. These tools will include suggestions for low- and no-cost conservation practices and an analysis of recommended energy efficiency measures.

Roseville Electric will continue to implement the peak load management program. This program cycles customer equipment off and on when City load approaches its resource limits.

Energy Audits Roseville Electric will continue to offer online energy audits to aid customers in reducing home energy costs. The audit includes a utility bill analysis to show the customer where energy is being used. Also

included are suggested low- and no-cost conservation practices and an analysis of recommended energy efficiency measures.

Energy Efficiency Rebates and Renewable Energy Rebates

Roseville Electric will continue to offer rebates to electric customers who install or upgrade their homes with qualified energy-efficiency measures. Renewable energy options are available through Roseville Electric's community solar program. Roseville Electric will continue to offer rebates to electric customers who install or upgrade their homes with qualified energy efficiency measures and/or renewable energy systems. Renewable energy rebates will continue to gradually decline through 2016, in compliance with state law.

Electric Rate Assistance Programs

Roseville Electric offers a discount to residential customers whose income is no greater than specified by the US Department of Housing and Urban Development as "very low" for Placer County. Roseville Electric also offers Medical Support Rate Reductions for customers who have medical devices in their homes.

~~Roseville Electric closed the Senior Low Income Rate Reduction to new applicants effective July 1, 1998. Electric customers receiving the Senior Low Income Rate may either continue receiving the senior discount or apply for the Electric Rate Assistance Program discount.~~

Roseville Electric may offer energy efficiency rebates to low-income customers through a partnership with the City's Housing Division.

Roseville Utility Exploration Center

The Utility Exploration Center is an interdepartmental project sponsored by Roseville Electric and the Environmental Utilities Department with support from the Parks, Recreation and Libraries Department and the City Manager's Office. The center is a key component of Mahany Park and is a one-of-a-kind center offering an exciting new take on preserving our natural resources and protecting our environment through new technologies and measures in energy efficiency, water efficiency, recycling, and water quality, with environmentally sustainable building materials making the center an exhibit in itself. The center offers children and adults fun and interactive tools for learning.

Community Solar Program

Roseville Electric Utility offers a solar option for residents interested in solar without long-term commitments or the need to install costly equipment. This program offers various participation levels as well as options for income qualified residents. The program began in 2019 as a pilot and is expected to continue through 2029.

Green Roseville

Green Roseville offers residential and commercial customers a way to contribute to Roseville Electric's purchase of renewable energy. The minimum amounts of renewables that must be purchased by Roseville Electric are set by state law.

BEST Homes Project

The BEST Homes Project incorporates rooftop solar generation, as well as other energy efficiency features, in up to 20% of new homes built in Roseville. This program ends in 2016.

(Policies H6.1, H6.2, H6.3)

Time Frame: Ongoing, as funding is available, **and at least annually.**

Objectives: **Meet the City's Renewable Portfolio Standards requirements.**

Implementing Agency: Roseville Electric Department, Housing Division

Funding Source: Roseville Electric

PROGRAM 36 NEW CONSTRUCTION EFFICIENCY MEASURES

The Roseville Building Department will continue to enforce Title 24 of the Building Code. Title 24 is the State residential energy conservation standard, which defines construction standards for energy requirements to promote energy efficiency and conservation.

(Policies H6.1, H6.2)

Time Frame: Ongoing, as applications are received.

Objectives: Review 100% of building permits for consistency with Title 24 requirements.

Implementing Agency: Building Department

Funding Source: General Fund



TABLE REVISIONS, 2021 HOUSING ELEMENT

The main body of the 2021 Housing Element (excluding Appendices) includes 40 tables. Displaying in-table redlines is visually confusing and difficult to read, and for this reason the tables included in the Redlines–Adoption Draft 2021 Housing Element do not display changes. Instead, this companion document has been created which shows each 2013 Housing Element table followed by the updated version for the 2021 Housing Element. Tables which were deleted are shown with an “X” through the table, followed by a brief explanation for the deletion. Tables which are unmodified or new state “Existing” or “New” in parentheses after the table title, in red text. Tables from the 2013 Housing Element have a blue header while the updated 2021 Housing Element tables have a light brown header.

Table X-1 | Quantified Objectives By Income Group

	Extremely Low	Very Low	Low	Moderate	Above Moderate	Total
New Construction		500	700	4,300	4,700	10,200
Rental Assistance	550	100				650
First Time Homebuyer			20			20
Housing Rehabilitation			120			120
Unit Conservation*			830**			830
Total Qualified Objectives	550	600	1,670	4,300	4,700	11,820

* There are no units at risk of conversion during the 2013–2021 planning period or the subsequent eight-year period.

**Assumes the City will assist 80 households with the City's Paint Program and 750 households with the City's Handyman Program.

Table X-1 | Quantified Objectives By Income Group

	Extremely Low	Very Low	Low	Moderate	Above Moderate	Total
New Construction	1,320	1,660	2,260	1,636	4,150	11,026
Rental Assistance	610	205				815
First Time Homebuyer/Affordable Purchase			10	130		140
Housing Rehabilitation		60	60			120
Unit Conservation						
Housing Agreements ¹	28	831	1,913			2,772
Purchase Agreements ²				45		45
Homebuyer Assistance ³		10				10
Housing Voucher ⁴	551	184				735
Other programs ⁵	20	50	50	35		155
Total Quantified Objectives	2,529	3,000	4,293	1,846	4,150	15,818

1. The City's affordable housing agreements will maintain the affordability of 2,000 units during the 8-year housing cycle; details are provided in Table X-20.

2. The City's affordable purchase housing agreements create and secure the affordability of purchase housing for moderate income households. The program will assist a minimum of 45 households during the 8-year housing cycle.

3. The First Time Homebuyer Down Payment Assistance Program targeted to low-income households will assist at least 10 households to secure and maintain affordable housing during the eight-year housing cycle.

4. The City's Housing Choice Voucher Program (HCV) provides rental assistance to extremely and very low income households, to ensure their housing remains affordable. At least 75% of the 735 vouchers are required to target extremely low income households.

5. The City offers multiple other conservation programs, including programs aimed at ensuring housing remains affordable and habitable; utility rate discounts which target extremely low and low income households, as well as households with medical devices in their homes; and allowing shared housing to enable persons with disabilities to use their voucher in housing shared with non-related persons.

Table X-2 Population				
Jurisdiction	Total Population		Growth	
	2000	2010	Total Increase	Percentage
Roseville	80,565	118,788	38,223	32.2%
Placer County	248,399	348,432	100,033	28.7%

Source: 2000 and 2010 Census

Table X-2 Population				
Jurisdiction	Total Population		Growth	
	2010	2020	Total Increase	Percentage
Roseville	118,788	145,163	26,375	18.2%
Placer County	348,432	403,711	55,279	13.7%

Source: 2010 Census and California Department of Finance

Table X-3 Age Characteristics, 2010		
Years of Age	Number	Percentage
0–9	16,994	12.8%
10–19	17,158	14.1%
20–29	14,340	10.8%
30–39	16,516	11.9%
40–49	18,021	14.9%
50–59	14,413	14.1%
60–69	9,635	10.8%
70–79	6,633	6.5%
80 and over	5,078	4.2%
Median Age	36.8 years	

Source: 2010 Census

Table X-3 Age Characteristics, 2014 to 2018		
Years of Age	Number	Percentage
0–5	7,715	5.8%
5–9	9,081	6.8%
10–14	8,940	6.7%
15–19	9,183	6.9%
20–24	7,811	5.9%
25–34	15,711	11.8%
35–44	18,795	14.1%
45–54	18,426	13.8%
55–64	15,225	11.4%
65–74	11,968	9.0%
75–84	6,695	5.0%
85 and over	3,499	2.6%
Median Age	39.1 years	

Source: 2014–2018 ACS

Table X-4 Race and Ethnicity, 2010		
Race/Ethnicity	Number	Percentage
White	94,199	83.5%
African American	2,329	2.1%
American Indian/Alaska Native	885	0.8%
Asian	10,026	8.9%
Hawaiian/Pacific Islander	346	0.3%
Some Other Race	5,087	4.5%
Hispanic	17,359	15.4%
Source: 2010 Census		

Table X-4 Race and Ethnicity, 2014–2018		
Race/Ethnicity	Number	Percentage
White	91,180	68.5%
African American	2,303	1.7%
American Indian/Alaska Native	284	0.2%
Asian	13,363	10%
Hawaiian/Pacific Islander	280	0.2%
Some Other Race	5,464	4.1%
Hispanic	20,175	15.2%
Source: 2014–2018 American Community Survey (5-year estimates)		

Table X-5 Household Characteristics, 2010		
	Number	Percentage
Total Households	45,019	100.0%
Family Households	31,039	68.9%
Families with Children Under 18	15,936	35.1%
Non-Family	14,020	31.1%
Average Household Size	2.62 persons	
Source: 2010 Census		

Table X-5 Household Characteristics, 2014–2018		
	Number	Percentage
Total Households	49,204	100.0%
Family Households	33,872	68.8%
Families with Children Under 18	17,040	34.6%
Non-Family	15,332	31.2%
Average Household Size	2.68 persons	
Source: 2014–2018 American Community Survey (5-year estimates)		

Table X-6 | Persons Per Room In all Occupied Housing Units

Persons	Owner Households		Renter Households		Total Households	
	Households	Percentage	Households	Percentage	Households	Percentage
1.00 or Less	27,775	99.2%	12,569	95.4%	40,344	98.0%
1.01 to 1.50	190	0.7%	499	3.8%	689	1.7%
1.51 or more	35	0.1%	106	0.8%	141	0.3%
Total Overcrowded Households	28,000	100.0%	13,174	100.0%	41,174	100.0%

Source: 2005–2009 CHAS data

Overcrowding is addressed in more detail in the Fair Housing Assessment section, rather than in this location, and is supported by a figure rather than a table.

Table X-7 | Placer County Income Limits, 2012

Income Category	Household Size							
	1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
Extremely Low	\$16,000	\$18,300	\$20,600	\$22,850	\$24,700	\$26,550	\$28,350	\$30,200
Very Low	\$26,650	\$30,450	\$34,250	\$38,050	\$41,100	\$44,150	\$47,200	\$50,250
Low	\$42,650	\$48,750	\$54,850	\$60,900	\$65,800	\$70,650	\$75,550	\$80,400
Moderate	\$63,900	\$73,050	\$82,150	\$91,300	\$98,600	\$105,900	\$113,200	\$120,500

Source: HCD 2012

Table X-6 | Placer County Income Limits, 2020

Income Category	Household Size							
	1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
Extremely Low	\$16,850	\$19,250	\$21,650	\$25,100	\$29,420	\$33,740	\$38,060	\$42,380
Very Low	\$28,050	\$32,050	\$36,050	\$40,050	\$43,300	\$46,500	\$49,700	\$52,900
Low	\$44,900	\$51,300	\$57,700	\$64,100	\$69,250	\$74,400	\$79,500	\$84,650
Moderate	\$67,250	\$76,900	\$86,500	\$96,100	\$103,800	\$111,500	\$119,150	\$126,850

Source: HCD 2020

Table X-8 | Total Households Overpaying by Income

Income Range	Renter-Occupied		Owner-Occupied		All Occupied Housing	
	Number	Percentage	Number	Percentage	Number	Percentage
Extremely Low (0–30%AMI)	2,125	50.5%	800	14.7%	2,925	30.3%
Very Low (30–50% AMI)	2,079	49.5%	1,355	24.9%	3,434	35.6%
Low (50–80% AMI)	n/a	n/a	3,295	60.5%	3,295	34.1%
Total Households Overpaying	4,204	31.9%	5,450	19.5%	9,654	23.4%
Total Households	13,175	–	28,000	–	41,175	–

Source: 2005–2009 CHAS data

Table X-7 | Total Households Overpaying by Income

Income Range	Renter-Occupied		Owner-Occupied		All Occupied Housing	
	Number	Percentage	Number	Percentage	Number	Percentage
Extremely Low (0–30%AMI)	2,715	38.6%	1,505	33.7%	4,220	36.7%
Very Low (30–50% AMI)	1,930	27.4%	1,210	27.1%	3,140	27.3%
Low (50–80% AMI)	2,390	34.0%	1,755	39.3%	4,145	36.0%
Total Burdened Households	7,035	41.6%	4,470	14.4%	11,505	24.0%
Total Households	16,910	–	30,940	–	47,850	–

Source: 2013–2017 CHAS data

Table X-9 | Summary of Labor Force

Summary Information	
Total In civilian labor force	55,641
Civilian employed population 16 years and over	52,448
Unemployment rate	5.74%
Average travel time to work	26.17 minutes

Source: 2005–2009 CHAS data

Table X-8 | Summary of Labor Force

Summary Information	
Total In civilian labor force	65,414
Civilian employed population 16 years and over	61,692
Unemployment rate	5.7%
Average travel time to work	25.8 minutes

Source: 2013–2017 U S Census American Community Survey (5-year estimates)

Table X-10 | Employment by Occupation

Occupation	Number	Percentage	Median Income
Management, business, and financial occupations	21,153	40.3%	\$75,080
Farming, fishing and forestry occupations	31	0.1%	n/a
Service occupations	8,204	15.6%	\$32,720
Sales and office occupations	15,877	30.3%	\$47,891
Construction, extraction, maintenance, and repair occupations	3,825	7.3%	\$49,932
Production, transportation, and material moving occupations	3,358	6.4%	42,014
Total	52,448	—	—

Source: 2005-2009 CHAS data

Table X-9 | Employment by Occupation

Occupation	Number	Percentage	Median Income
Management, business, and financial occupations	27,938	45.3%	\$71,804
Service occupations	9,766	15.8%	\$20,422
Sales and office occupations	16,873	27.4%	\$39,276
Natural resources, construction and maintenance occupations	3,715	6.0%	\$50,216
Production, transportation, and material moving occupations	3,400	5.5%	\$32,606
Total	61,692	100%	

Source: 2013–2017 American Community Survey (5-year estimates)

Table X-11 | Business by Sector

Business by Sector	Number of Workers	Number of Jobs
Agriculture, Mining, Oil, and Gas Extraction	184	7
Arts, Entertainment, Accommodations	3,857	5,846
Construction	3,546	2,611
Education and Health Care Services	9,677	6,851
Finance, Insurance, and Real Estate	6,170	5,495
Information	1,134	1,043
Manufacturing	3,241	1,110
Other Services [except Public Administration]	2,610	2,477
Professional, Scientific, Management Services	7,028	5,458
Public Administration	3,676	1,163
Retail Trade	7,365	8,619
Transportation and Warehousing	2,083	389
Wholesale Trade	1,877	820
Total	52,448	41,889

Source: 2005–2009 CHAS data

Table X-10 | Business by Sector

Business by Sector	Number of Workers	Percent	Number of Jobs
Agriculture, Mining, Oil, and Gas Extraction	145	0.2%	50
Arts, Entertainment, Accommodations and Food Services	5,590	9.1%	8,963
Construction	3,254	5.3%	3,825
Education, Health Care and Social Assistance	14,795	24.0%	14,699
Finance, Insurance, and Real Estate	5,819	9.4%	7,696
Information	1,346	2.2%	943
Manufacturing	3,779	6.1%	3,442
Other Services [except Public Administration]	2,732	4.4%	2,611
Professional, Scientific, Management Services	7,592	12.3%	5,260
Public Administration	4,526	7.3%	1,721
Retail Trade	7,785	12.6%	12,525
Transportation and Warehousing	2,457	4.0%	887
Wholesale Trade	1,872	3.0%	1,732
Total	61,692	100%	64,354

Source: 2013–2017 American Community Survey (5-year estimates). SACOG 2019. (Workers). 2015 and 2017 Longitudinal Employer-Household Dynamics (LEHD) (Jobs).

NOTE: Labor Market is residence based, not work location based. These data represent the industry sector in which the resident population works.

Table X-12 | Housing Units by Housing Type

Housing Type	Number	Percentage
Single-Family Detached	34,392	72.7%
Single-Family Attached	1,417	3.0%
Multi-Family 2–4 Units	2662	5.6%
Multi-Family 5+ Units	8326	17.6%
Mobile Homes	491	1.0%
Total Housing Units	47,288	100.0%

Source: 2008–2010 American Community Survey

Table X-11 | Housing Units by Housing Type

Housing Type	Number	Percentage
Single-Family Detached	40,337	73.8%
Single-Family Attached	1,414	2.6%
Multi-Family 2–4 Units	2,827	5.2%
Multi-Family 5+ Units	9,653	17.7%
Mobile Homes	390	0.7%
Total Housing Units	54,621	100.0%

Source: 2014–2018 American Community Survey

Table X-13 | Housing Tenure

Housing Tenure	Number	Percentage
Owner-Occupied Households	45,059	74.3%
Renter-Occupied Households	15,546	25.7%

Source: 2010 Census

Table X-12 | Housing Tenure

Housing Tenure	Number	Percentage
Owner-Occupied Households	32,080	65.2%
Renter-Occupied Households	17,124	34.8%

Source: 2014–2018 American Communities Survey

Table X-14 | Occupancy Status of Housing Stock, 2010

Type	Number	Percentage
Occupied	45,059	94.4%
Vacant	2,698	5.6%
For rent	1,131	2.4%
Rented, not occupied	49	0.1%
For sale	697	1.5%
Sold, not occupied	156	0.3%
For seasonal/recreational or occasional use	144	0.3%
All other vacant	521	1.1%
Total Housing Units	47,757	100.0%
Homeowner Vacancy Rate		2.3%
Rental Vacancy Rate		6.8%

Source: 2010 Census

Table X-13 | Occupancy Status of Housing Stock, 2014–2018

Type	Number	Percentage
Occupied	46,986	95.5%
Vacant	2,218	4.5%
For rent	1,129	2.3%
For sale	319	0.6%
Rented or Sold, not occupied	322	0.7%
For seasonal/recreational or occasional use	146	0.3%
All other vacant	302	0.6%
Total Owner Households	32,080	----
For Sale Vacancy Rate		0.9%
Total Renter Households	17,124	----
For Rent Vacancy Rate		6.6%
Total Households	49,204	100.0%

Source: 2014–2018 American Community Survey

Table X-15 | Median Sales Prices

No. Bedrooms	July–Sept. 2012	Year of Year Change	3 Months Prior	1 Year Prior	5 Years Prior
1 bedroom	\$77,250	+8.8%	\$73,750	\$71,000	\$185,000
2 bedrooms	\$170,500	+14.4%	\$201,500	\$149,000	\$270,000
3 bedrooms	\$246,000	+11.8%	\$233,908	\$220,000	\$350,000
4 bedrooms	\$315,000	+8.2%	\$310,000	\$291,000	\$455,500
All properties	\$299,500	+22.2%	\$267,500	\$245,000	\$401,875

Source: Trulia.com, October 2012

Table X-14 | Median Sales Prices

No. Bedrooms	May – July 2020	Year of Year Change	3 Months Prior	1 Year Prior	5 Years Prior
1 bedroom	\$245,000	+2.08%	\$240,000	\$247,000	\$138,500
2 bedrooms	\$370,000	+2.77%	\$320,000	\$360,000	\$200,660
3 bedrooms	\$449,900	+5.64%	\$385,000	\$425,000	\$342,000
4 bedrooms	\$594,000	+6.26%	\$550,000	\$559,000	\$482,000
All properties	\$492,000	+5.80%	\$485,500	\$465,000	\$380,000
Square Foot (average)	\$277	+4.1%	\$269	\$266	\$199

Source: MetroList Services (MLS) Comparative Market Analysis (CMA) Report, August 2020. Realtor.com.

https://www.realtor.com/realestateandhomes-search/Roseville_CA/housing-market. Redfin.com

<https://www.redfin.com/city/16146/CA/Roseville/housing-market>. Accessed September 24, 2020

(1) Realtor.com website data

Table X-16 | Rental Cost

Number of Bedrooms	Monthly Rental Range	Median Monthly Rental
1 bedroom	\$650–\$1,510	\$935
2 bedrooms	\$768–\$2,600	\$1,225
3 bedrooms	\$884–\$2,515	\$1,610
4 bedrooms	\$1,198–\$1,212	\$1,200

Source: Forrent.com, October 2012

Table X-15 | Rental Cost

Number of Bedrooms	Monthly Rental Range	Median Monthly Rental
1 bedroom	\$744–\$3,400	\$1,450
2 bedrooms	\$888–\$5,000	\$1,865
3 bedrooms	\$1,023–\$4,180	\$2,197
4 bedrooms	\$2,195–\$6,000	\$2,595

Source: Forrent.com, realton.com, Zumper.com, August 2020

Table X-17 | Housing Affordability by Income Level

	Income Level		
	Very Low	Low	Moderate
Annual Income	\$38,050	\$60,900	\$91,300
Monthly Income	\$3,170	\$5,075	\$7,610
Maximum Monthly Gross Rent ¹	\$950	\$1,525	\$2,280
Maximum Purchase Price ²	\$133,926	\$213,149	\$319,165

Source: 2012 income limits: HCD; Monthly mortgage calculation: <http://www.realtor.com/home-finance/financial-calculators/home-affordability-calculator.aspx?source=web>

¹ Affordable housing cost for renter-occupied households assumes 30% of gross household income, not including utility cost.

² Affordable housing sales prices are based on the following assumed variables: approximately 10% down payment, 30-year fixed rate mortgage at 5% annual interest rate

Table X-16 | Housing Affordability by Income Level

	Income Level		
	Very Low	Low	Moderate
Annual Income	\$43,150	\$69,050	\$103,550
Monthly Income	\$3,596	\$5,754	\$8,629
Maximum Monthly Gross Rent ¹	\$916	\$1,561	\$2,426
Maximum Purchase Price ²	\$152,244	\$251,279	\$398,883

Source: 2020 income limits: HCD; Monthly mortgage calculation: [primelending.com](http://www.primelending.com)

¹ Affordable housing cost for renter-occupied households assumes 30% of gross household income, not including utility cost.

² Affordable housing sales prices are based on the following assumed variables: approximately 10% down payment, 30-year fixed rate mortgage at 3.75% annual interest rate.

Table X-18 | Developmentally Disabled Residents, by Age, for Roseville

Roseville Zip Codes	0–14 Years	15–22 Years	23–54 Years	55–65 Years	65+ Years	Total
95661	87	34	52	8	4	185
95677			1			1
95678	127	47	117	10	8	309
95746	1	1		1		3
95747	186	57	81	10	1	335
Total	401	139	251	29	13	833

Source: Placer County Regional Center, November 2012

Table X-18 | Developmentally Disabled Residents, by Age, for Roseville

Roseville Zip Codes	0–14 Years	15–22 Years	23–54 Years	55–65 Years	65+ Years	Total
95661	231	22	17	0	5	275
95678	343	50	23	0	0	420
95747	678	48	22	2	2	752
Total	1252	120	62	2	2	1447

Source: Alta California Regional Center Client Master File, March 2021

Table X-17 | Disabled Residents, by Disability Type (Placer County) (NEW)

Age Group and Disability Type	# of People	% of Disabled Residents	% of Total Population
Hearing Difficulty	13,782	19%	4%
Under 18 years	460	1%	--
18 to 64 years	3,641	5%	--
65 years and over	9,681	13%	--
Vision Difficulty	5,795	8%	2%
Under 18 years	223	0%	--
18 to 64 years	2,424	3%	--
65 years and over	3,148	4%	--
Cognitive Difficulty	14,198	19%	4%
Under 18 years	2,070	3%	--
18 to 64 years	6,839	9%	--
65 years and over	5,289	7%	--
Ambulatory Difficulty	18,990	26%	5%
Under 18 years	234	0%	--
18 to 64 years	6,389	9%	--
65 years and over	12,367	17%	--
Self-care difficulty	7,566	10%	2%
Under 18 years	649	1%	--
18 to 64 years	2,272	3%	--
65 years and over	4,645	6%	--
Independent living difficulty	13,915	19%	4%
18 to 64 years	5,719	8%	--
65 years and over	8,196	11%	--
TOTAL DISABLED RESIDENTS	74,246	--	19%

Source: 2015–2019 American Community Survey, based on a population of 382,926 people

Table X-19 | Developmentally Disabled Residents, by Residence Type (NEW)

Zip Code Area	Home of Parent/ Family/ Guardian	Independent/ Supported Living	Community Care Facility	Intermediate Care Facility	Foster Family /Home	Other	Total
95661	231	22	17	0	0	5	275
95678	343	50	23	0	0	4	420
95747	678	48	22	2	2	0	752
Total	1252	120	62	2	2	9	1447

Source: Alta California Regional Center Client Master File, March 2021

Table X-19 | Senior Households Overpaying by Income Level and tenure

Income Range	Renter-Occupied Housing	Owner-Occupied Housing	Total Occupied Housing
Extremely Low (0–30%AMI)	420	325	745
Very Low (30–50% AMI)	520	535	1,055
Low (50–80% AMI)	395	490	885
Total	1,555	2,065	2,685

Source: 2005–2009 CHAS data

Supporting data on senior households was included in-text rather than in a separate table.

Table X-20 | Housing Stock by Bedroom Size

Bedrooms	Number	Percentage
No Bedroom	608	1.3%
1 Bedroom	4,484	9.5%
2 Bedrooms	10,793	22.8%
3 Bedrooms	17,218	36.4%
4 Bedrooms	10,936	23.1%
5 Bedrooms or more	3,249	6.9%
Total	47,288	100.0%

Source: 2008–2010 ACS

Supporting data on large households was included in-text rather than in a separate table.

Table X-21 | Sheltered and Unsheltered Homeless Persons in Placer County, 2012

Homeless Population	Sheltered		Total
	Emergency	Transitional	
Persons in Households with at Least One Adult and One Child			
Number of Households	9	35	40
Number of Persons	33	107	144
Persons in Households without Children			
Number of Households	50	83	133
Number of Persons	52	83	135
Total Households	59	118	177
Total Persons	85	190	275

Source: 2012 Placer County Point-in-Time Count

Table X-20 | Homeless Population Demographics

Race or Ethnicity	% of Total Population	% of Homeless Population	% of Sheltered ¹ Population
Placer County			
American Indian or Alaska Native	0.3%	4.7%	4.4%
Asian	6.8%	1.2%	1.2%
Black or African American	1.4%	8.5%	12.1%
Hispanic/Latino	13.6%	13.8%	15.9%
Multiple Races	3.7%	2.4%	5.6%
Native Hawaiian or Other Pacific Islander	0.1%	0.4%	0.6%
White	73.8%	80.2%	76.1%
City of Roseville			
American Indian or Alaska Native	0.2%	2.5%	8.1%
Asian	10.0%	1.0%	2.5%
Black or African American	1.7%	8.6%	18.1%
Hispanic/Latino	15.2%	13.7%	13.8%
Multiple Races	4.1%	9.1%	4.4%
Native Hawaiian or Other Pacific Islander	0.2%	1.0%	0%
White	68.5%	65.0%	28.8%

Source: 2020 Point in Time Count and 2013 to 2017 ACS 5-Year Estimates. Total homeless population is 744 people and total sheltered population is 405 people.

1. "Sheltered" means people who are homeless and receiving housing from an emergency, transitional, or safe haven shelter.

Table X-22 | Affordable Housing Developments

Apartment Complex	Affordability Period Expires	Very Low-Income Units 0–50%	Low-Income Units 51–80%	Total Units	Units per Acre
Senior Apartments					
Eskaton Roseville Manor 1725 Pleasant Grove Blvd	7/2065	48 @ 50%		48	19.6
Maidu Village I Apts. (Elderly 62+ years/Project Go, Inc.) 1750 Eureka Road	11/2041		80 @ 60%	80	13.6
Maidu Village II Apts. (Senior 55+ years/Project Go, Inc.) 101 Sterling Court	2/2040		84 @ 60%	84	25.6
Maidu Village III Apts. (Senior 55+ years/Project Go, Inc.) 109 Sterling Court	7/2060	23 @ 50%	52 @ 60%	76	22.9
Manzanita Place (Elderly 62+ years and/ or Mobility Impaired/VOA) 1019 Madden Lane	11/2030	63 @ 50%		63	35
Silver Ridge Apts. (Senior 55+ years) 1101 Stone Canyon Drive	4/2033	31 @ 50%	125 @ 60%	156	29
Sutter Terrace Apartments (Elderly 62+ years) 6725 Fiddymont Road	4/2038	20 @ 50%	80 @ 60%	100	25
Vintage Square at Westpark 2351 Wharton Lane	7/2064	75 @ 50% 55	75 @ 60%	150	19.3
Woodcreek Terrace Apts. (Senior 55+ years) 1295 Hemingway Drive	10/2039	4 @ 50%	100 @ 60%	104	19.5
<i>Subtotal of Units per Income Limit</i>		264	596		
Multi-Family Apartments					
Colonial Village Apartments 3881 Eureka Road	2/2025		6 @ 60%	56	12.87
Crocker Oaks Apartments 8000 Painted Desert Way	11/2042	14 @ 50%	38 @ 60%. 66 @ 80%	131	21
Haverhill at Highland Reserve Apartments 701 Gibson Drive	4/2032		20 @ 80%	321	15.3
Heritage Park Apartments 1098 Woodcreek Oaks Blvd.	9/2047	65 @ 50%	263 @ 60%	328	19.4
Highland Creek Apartments 800 Gibson Drive	1/2043	55 @ 50%	129 @ 60%	184	21.5
The Oaks at Woodcreek Apartments 1550 Pleasant Grove Blvd.	9/2031		13 @ 60%	80	14.81
Pinnacle at Galleria Apartments 1100 Roseville Parkway	9/2031		12 @ 60% 23 @ 80%	200	16.42
Siena Apartments 2501 Hayden Pkwy	7/2064	78 @ 50%	76 @ 60%	156	22.5
State Hotel Apartments 324 Lincoln Street	7/2058	15 @ 50%		15	15
Terraces at Highland Reserve Apartments 700 Gibson Drive	6/2032		27 @ 80%	273	18.2
Trillium at Galleria Apartments 301 Gibson Drive	5/2034		26 @ 80%	258	20.12

Table X-22 | Affordable Housing Developments

Apartment Complex	Affordability Period Expires	Very Low-Income Units 0–50%	Low-Income Units 51–80%	Total Units	Units per Acre
Vineyard Gate Apartments 1601 Vineyard Road	3/2032		5 @ 60% 9 @ 80%	280	19.35
<i>Subtotal of Multi-Family Units per Income Limit</i>		227	713		
Total Number of Units per Income Limit		491	1,309		

Source: City of Roseville, 2012, CHPC, 2012

Table X-21 | Affordable Housing Developments

Apartment Complex	Earliest Date Affordability Period Expires	Type of Government Assistance Received	Very Low-Income Units 0–50% AMI	Low-Income Units 51–80% AMI	Total Units	Units per Acre
Senior Apartments						
Eskaton Roseville Manor 1725 Pleasant Grove Boulevard	2050	HUD 202/811; City HOME funds; Low Mod fund	48 @ 50%		49	19.6
Maidu Village I Apartments (Elderly 62+) 1750 Eureka Road	2041	LIHTC; City covenant		79 @ 60%	80	13.6
Maidu Village II Apartments (Senior 55+) 101 Sterling Court	2040	LIHTC; City covenant		82 @ 60%	84	25.6
Maidu Village III Apartments (Senior 55+) 109 Sterling Court	2059	LIHTC; City Low Mod Fund	23 @ 50%	52 @ 60%	76	22.9
Manzanita Place (Elderly 62+) 1019 Madden Lane	2030	LIHTC; HUD 202/811; City Low Mod Fund	62 @ 50%		63	35
Silver Ridge Apartments (Senior 55+) 1101 Stone Canyon Drive	2033	LIHTC; City covenant	30 @ 50%	125 @ 60%	156	29
Sutter Terrace Apartments (Elderly 62+) 6725 Fiddymont Road	2038	LIHTC; HUD; CalHFA; City Low Mod Fund	19 @ 50%	80 @ 60%	100	25
Vintage Square at Westpark 2351 Wharton Lane	2064	LIHTC; City Affordable Housing Fund	75 @ 50%	75 @ 60%	152	19.3
Woodcreek Terrace Apartments (Senior 55+) 1295 Hemingway Drive	2039	LIHTC; City covenant	4 @ 50%	99 @ 60%	104	19.5
<i>Subtotal of Units per Income Limit</i>			261	592		
Multi-Family Apartments						
Campus Oaks Apartments Phase I 500 Roseville Parkway	2042	LIHTC; CDBG; City Low Mod Fund	42 @ 50%		186	20.4

Campus Oaks Apartments Phase II 350 Roseville Parkway	2073	LIHTC	45 @ 50%		210	23.6
Colonial Village Apartments 3881 Eureka Road	2025	LIHTC; City covenant	50 @50%	6 @ 60%	56	12.87
Crocker Oaks Apartments 8000 Painted Desert Way	2042	LIHTC; CDBG; City Low Mod Fund	14 @ 50%	52 @ 60%	131	21
Villages at Galleria (formerly Haverhill) 701 Gibson Drive	2032	City covenant		20 @ 80%	321	15.3
Heritage Park Apartments 1098 Woodcreek Oaks Boulevard	2047	LIHTC; City covenant	65 @ 50%	260 @ 60%	328	19.4
Highland by Vintage 800 Gibson Drive	2043	LIHTC; City Low Mod Fund	54 @ 50%	129 @ 60%	184	21.5
Lohse Apartments 623 Vernon Street	2070	LIHTC; City Housing Taxable Bonds Fund	5 @ 30% 15 @ 40% 20 @ 50%	15 @ 60%	56	50
Main Street Plaza Apartments 140 Main Street	2072	LIHTC; HUD, CDBG; City covenant	8 @35%	12@ 60%	21	56
Main Street Plaza Apartments 134 Main Street	2072	LIHTC; CDBG; City covenant	23@30% 6@50%	14@60%	44	56
The Oaks at Woodcreek Apartments 1550 Pleasant Grove Boulevard	2031	LIHTC; City covenant		34 @ 60%	80	14.81
Pearl Creek 1298 Antelope Creek Drive	2044	City covenant	9 @ 50%	14 @ 80%	224	19.1
Pinnacle at Galleria Apartments 1100 Roseville Parkway	2031	City covenant		12 @ 60% 23 @ 80%	200	16.42
Preserve at Creekside 1299 Antelope Creek Drive	2029	City covenant		34 @ 100%	336	19.1
Siena Apartments 2501 Hayden Pkwy	2064	LIHTC; City Low Mod Fund	78 @ 50%	77 @ 60%	156	22.5
Somersett Hill 3 Somer Ridge Drive	2024	CalHFA		25	124	
State Hotel Apartments 324 Lincoln Street	2058	City Low Mod Fund	15 @ 50%		15	15
Terraces at Highland Reserve Apartments 700 Gibson Drive	2032	City covenant		27 @ 80%	273	18.2
Venu at Galleria Apartments 301 Gibson Drive	2034	City covenant		26 @ 80%	258	20.12
Vineyard Gate Apartments 1601 Vineyard Road	2032	City covenant		5 @ 60% 9 @ 80%	280	19.35
<i>Subtotal of Multi-Family Units per Income Limit</i>			449	794		
Total Number of Units per Income Limit			710	1,386		

Source: City of Roseville, 2021; California Housing Partnership Preservation Database, 2021; State of California, Office of the Treasurer, List of (LIHTC) projects, 2021

Table X-22 | Inventory of At-Risk Units in the Ten-Year Period (NEW)

Year	Name of Project	Non-Elderly Units	Elderly Units	Total
2021	No Projects At risk	0	0	0
2022	No Projects At risk	0	0	0
2023	No Projects At risk	0	0	0
2024	Somerset Hill	25	0	25
2025	Colonial Village Apartments	56	0	56
2026	No Projects At risk	0	0	0
2027	No Projects At risk	0	0	0
2028	No Projects At risk	0	0	0
2029	Preserve at Creekside	34	0	34
2030	Manzanita Place	0	62	62
Total		115	62	177

Table X-23 | New Construction Replacement Cost Estimates (NEW)

Expiration Time Period	Number of Units	Costs
2021 – 2025	81	\$22,586,850
2026 - 2030	96	\$26,769,600

Note: Costs in 2021 dollars. Cost based on actual development cost per affordable unit in the City from four recent affordable developments. The cost of a unit ranges from \$198,525 to \$350,000 with the average cost per unit at \$278,850.

Table X-24 | Investment Value of At-Risk Housing Units Estimates (NEW)

Expiration Time Period	Number of Units	Costs
2021 – 2025	81	\$14,587,290
2026 - 2030	96	\$17,288,640

Table X-23 | Regional Housing Needs Allocation, 2013–2021

Income Category	Regional Housing Needs Allocation	
	Number	Percentage
Extremely Low	1,134	13.4%
Very Low	1,134	13.4%
Low	1,590	18.8%
Moderate	1,577	18.6%
Above Moderate	3,043	35.9%
Total	8,478	100.0%

Source: Sacramento Area Council of Governments, September 2012

Table X-25 | Regional Housing Needs Allocation, 2021–2029

Income Category	Regional Housing Needs Allocation	
	Number of Units	Percentage of Total Units
Extremely Low	1,927	16.0%
Very Low	1,928	16.0%
Low	2,323	19.2%
Lower Income Total	6,178	51.2%
Moderate	1,746	14.5%
Above Moderate	4,142	34.3%
Total	12,066	100.0%

Source: Sacramento Area Council of Governments, March 2020

Note: The RHNP allocates the City 3,855 units in the Very Low income category, which for the purposes of this table has been equally divided between Extremely Low and Very Low incomes.

Table X-24 | Affordable Housing Developments, Less Than 22 Units Per Acre

Apartment Complex	Affordability Expires	Very Low Income	Low Income	Total Units	Du/Acre
Colonial Village Apartments 3881 Eureka Road	2/2025		6 @ 60%	56	12.87
Crocker Oaks Apartments 8000 Painted Desert Way	11/2042	14 @ 50%	38 @ 60%. 66 @ 80%	131	21
Haverhill at Highland Reserve Apartments 701 Gibson Drive	4/2032		20 @ 80%	321	15.3
Heritage Park Apartments 1098 Woodcreek Oaks Blvd.	9/2047	65 @ 50%	263 @ 60%	328	19.4
Highland Creek Apartments 800 Gibson Drive	1/2043	55 @ 50%	129 @ 60%	184	21.5
The Oaks at Woodcreek Apartments 1550 Pleasant Grove Blvd.	9/2031		13 @ 60%	80	14.81
Pinnacle at Galleria Apartments 1100 Roseville Parkway	9/2031		12 @ 60% 23 @ 80%	200	16.42

Source: City of Roseville

Table X-26 | Affordable Housing Developments, Less Than 22 Units Per Acre

Apartment Complex	Affordability Expires	Very Low Income	Low Income	Total Units	Du/Acre
Campus Oaks Apartments Phase I 500 Roseville Parkway	7/2074	42 @ 50%		186	20.4
Campus Oaks Apartments Phase II 350 Roseville Parkway		45 @ 50%		210	23.6
Colonial Village Apartments 3881 Eureka Road	2/2025		6 @ 60%	56	12.87
Crocker Oaks Apartments 8000 Painted Desert Way	11/2042	14 @ 50%	38 @ 60%. 66 @ 80%	131	21
Haverhill at Highland Reserve Apartments 701 Gibson Drive	4/2032		20 @ 80%	321	15.3
Heritage Park Apartments 1098 Woodcreek Oaks Blvd.	9/2047	65 @ 50%	263 @ 60%	328	19.4
Highland Creek Apartments 800 Gibson Drive	1/2043	55 @ 50%	129 @ 60%	184	21.5
The Oaks at Woodcreek Apartments 1550 Pleasant Grove Blvd.	9/2031		13 @ 60%	80	14.81
Pearl Creek 1298 Antelope Creek Drive	12/2043	9 @ 50%	14 @ 80%	224	19.1
Pinnacle at Galleria Apartments 1100 Roseville Parkway	9/2031		12 @ 60% 23 @ 80%	200	16.42
Preserve at Creekside 1299 Antelope Creek Drive	4/2028		34 @ 100%	336	19.1

Source: City of Roseville

Table X-25 | Comparison of Regional Housing Need and Residential Sites

Income Category	Regional Housing Needs Allocation	Existing Housing Unit Capacity (Undeveloped Units)	Underutilized Sites (Riverside Gateway and Downtown Specific Plans)	Housing Unit Surplus ⁴
Very Low	2,268	3,460 ¹	625	227
Low	1,590			
Moderate	1,577	4,562 ²	60	3,045
Above Moderate	3,043	11,680 ³	0	8,637
Total	8,478	19,702	685	11,909

Source: Sacramento Area Council of Governments; City of Roseville 2013

¹ Capacity based on sites with a density of 21–30+ du/acre

² Capacity based on sites with a density of 10–20 du/acre

³ Capacity based on sites with a density of less than 10 du/acre

⁴ This number is derived from the current vacant existing housing unit capacity minus the regional housing need number for the planning period. The result is a surplus of housing units with land use/zoned to meet the RHNA.

Table X-27 | Comparison of Regional Housing Need and Existing Residential Unit Capacity

Income Category	Regional Housing Needs Allocation	Vacant Land	Underutilized Opportunity Sites	Accessory Dwelling Units	Housing Unit Surplus or Deficit ⁴
Very Low ¹	3,855	3,945	357	45	-1,831
Low ¹	2,323				
Moderate ²	1,746	4,676	42	34	3,006
Above Moderate ³	4,142	4,644	0	1	503
Total	12,066	13,265	399	80	1,678

Table X-26 | Summary of Undeveloped Residential Land Inventory by Land Use Density

Land Use Category	Density	Undeveloped Acres	Undeveloped Units
Low Density Residential (LDR)	0.5 to 6.9	1,601.81	7,793
Medium Density Residential (MDR)	7.0 to 12.9	559.61	5,288
High Density Residential (HDR)	13.0 and above	265.35	6,213
Mixed Use (CC)	--	101.56	408
TOTAL		2,527.77	19,702

Table X-28 | Summary of Vacant Residential Land by Land Use Density

Land Use Category	Density (units/acre)	Undeveloped Acres	Undeveloped Units	% of Total Units
Low Density Residential (LDR)	0.5 to 6.9	870	4,617	34%
Medium Density Residential (MDR)	7.0 to 12.9	351	3,017	22%
High Density Residential (HDR)	13.0 and above	214	5,283	39%
Mixed Use (CC)	--	44	598	4%
TOTAL		1,502	13,796	100%

Table X-27 | Summary of Undeveloped Residential Land Inventory by Plan Area

Plan Area	Undeveloped Acres					Undeveloped Units				
	LDR	MDR	HDR	Mixed Use	Total	LDR	MDR	HDR	Mixed Use	Total
NCRSP	n/a	20.40	10.90	n/a	31.30	n/a	240	224	n/a	464
NERSP	n/a	30.16	n/a	n/a	30.16	n/a	350	n/a	n/a	350
NRSP	n/a	12.95	13.94	52.16	79.05	n/a	139	499	113	751
NWRSP	n/a	13.97	n/a	n/a	13.97	n/a	124	n/a	n/a	124
SRSP	41.93	14.55	n/a	n/a	56.48	196	149	n/a	n/a	345
WRSP	744.49	68.44	128.01	14.50	955.44	3,458	720	2,631	40	6,849
SVSP	644.90	327.90	95.40	34.90	1,103.10	3,236	2,849	2,339	255	8,679
CSP	155.80	64.30	17.10	n/a	237.20	836	655	520	n/a	2,011
INFILL	14.13	6.94	n/a	n/a	21.07	67	62	n/a	n/a	129
Total	1,601.25	559.61	265.35	101.56	2,527.77	7,793	5,288	6,213	408	19,702

Note: This table includes all formal voluntary rezone submissions as of November 2012

Table X-29 | Summary of All Residential Land Inventory by Plan Area

Plan Area	Undeveloped Acres					Undeveloped Units				
	LDR	MDR	HDR	Mixed Use	Total	LDR	MDR	HDR	Mixed Use	Total
ARSP	240	49	38	27	354	1,252	542	873	159	2,826
CSP	155	39	13	0	208	791	520	420	0	1,731
DTSP	0	0	0	5	5	0	0	0	257	257
NCRSP	0	0	20	0	20	0	0	322	0	322
NIPA	25	15	0	0	40	121	113	0	0	234
NRSP	0	0	8	0	8	0	0	98	0	98
RSG	0	0	0	6	6	0	0	0	142	142
SVSP	329	216	92	6	642	1,674	1,465	2,337	40	5,516
WRSP	113	26	38	0	178	731	307	1,136	0	2,174
INFILL	9	6	4	0	19	48	70	97	0	215
Total	870	351	214	44	1479	4,617	3,017	5,283	598	13,515

Table X-28 | Specific Plan and Infill Sites Inventory, (A through I)

A. North Central Roseville Specific Plan (Includes Voluntary Rezone 2012)

Parcel Number	Land Use	Zoning	Acres	Allocated Units	Density	Undeveloped Units	Public Facilities Services Capacity
44	MDR	R3/DS/SA-NC	20.40	240	11.8	240	Y
MDR Subtotal			20.40	240		240	
46*	HDR	R3	10.90	224	20.6	224	Y
HDR Subtotal			10.90	224		224	
Total			10.90	464		464	

Note*: Undeveloped Residential Land Inventory following the adoption of voluntary rezone RZ-000060, Pearl Creek

C. North Central Roseville Specific Plan

Parcel Number	Land Use	Zoning	Acres	Allocated Units	Density	Undeveloped Units	Previous Inventory Y/N
Moderate Income							
44	HDR	R3/DS/SA-NC	9.6	201 ^a	19	201	Y
	HDR	R3/DS/SA-NC	10.8	121 ^b	19	121	Y
Moderate Total			20.4	322		322	

a. Entitlements for age-restricted apartments which include 20 deed-restricted affordable units are approved on this site.

b. Entitlements for an assisted-living facility are approved on this site.

B. Northeast Roseville Specific Plan

Parcel Number	Land Use	Zoning	Acres	Allocated Units	Density	Undeveloped Units	Public Facilities Services Capacity
15L11	MDR	R3/DS	9.16	106	11.6	106	Y
15L12	MDR	R3/DS	7.80	90	11.5	90	Y
15L13	MDR	R3/DS	5.88	70	11.9	70	Y
15L14	MDR	R3/DS	7.32	84	11.5	84	Y
MDR Subtotal			30.16	350		350	
Total			30.16	350		350	

All of these units were constructed, and no unbuilt units remain in this planning area.

C. North Roseville Specific Plan

Parcel Number	Land Use	Zoning	Acres	Allocated Units	Density	Undeveloped Units	Public Facilities Services Capacity
DC-31A	MDR	RS/DS	12.20	131	10.7	131	Y
DC-31B	MDR	R3	0.75	8	10.7	8	Y
MDR Subtotal			12.95	139		139	
DC-31C	HDR	CMU/SA	6.48	352	54.3	352	Y
WW-17	HDR	R3/SA-NR	7.46	147	19.7	147	Y
HDR Subtotal			13.94	499		499	
EV-1	CC	CC/SA-NR	52.16	386	7.4	113	Y
Mixed Use Subtotal			52.16	386		113	
Total			79.05	1,024		751	

E. North Roseville Specific Plan

Parcel Number	Land Use	Zoning	Acres	Allocated Units	Density	Undeveloped Units	Previous Inventory Y/N
Moderate Income							
WW-17 ^a	HDR	R3/SA-NR	7.5	147	19.9	98	Y
Lower Total			7.5	147		98	

a. Entitlements for age-restricted apartments with 49 low income and 49 very low income deed-restricted affordable units are approved on this site.

D. Northwest Roseville Specific Plan

Parcel Number	Land Use	Zoning	Acres	Allocated Units	Density	Undeveloped Units	Public Facilities Services Capacity
11B	MDR	R3	6.69	53	7.9	53	Y
47	MDR	R1	7.28	71	9.8	71	Y
MDR Subtotal			13.97	124		124	
Total			13.97	124		124	

All of these units were constructed, and no unbuilt units remain in this planning area.

E. Stoneridge Specific Plan							
Parcel Number	Land Use	Zoning	Acres	Allocated Units	Density	Undeveloped Units	Public Facilities Services Capacity
51	LDR	RS/DS	7.68	27	3.5	27	Y
52A	LDR	R1	6.91	16	2.3	16	Y
55	LDR	RS/DS	15.07	75	5.0	75	Y
57	LDR	RS/DS	12.27	78	6.4	78	Y
LDR Subtotal			41.93	196		196	
54	MDR	PD/SR	14.55	149	10.2	149	Y
MDR Subtotal			14.55	149		149	
Total			56.48	345		345	

Nearly all remaining units in this planning area have been constructed; there remain two partially built sites with some unbuilt units.

F. West Roseville Specific Plan (Includes Voluntary Rezone 2012)							
Parcel Number	Land Use	Zoning	Acres	Allocated Units	Density	Undeveloped Units	Public Facilities Services Capacity
F-6A*	LDR	RS/DS	34.32	155	4.5	155	Y
F-7*	LDR	RS/DS	21.77	115	5.3	115	Y
F-8C*	LDR	RS/DS	14.94	83	5.6	83	Y
F-8D*	LDR	RS/DS	11.6	35	3	35	
F-9A*	LDR	RS/DS	23.28	108	4.6	108	Y
F-9B*	LDR	RS/DS	21.37	96	4.5	96	Y
F-9C*	LDR	RS/DS	19.52	107	5.5	107	Y
F-9D*	LDR	RS/DS	12.38	35	2.8	35	Y
F-10A*	LDR	RS/DS	29.03	122	4.2	122	Y
F-10B*	LDR	RS/DS	23.47	118	5	118	Y
F-10C*	LDR	RS/DS	20.42	90	4.4	90	Y
F-11A*	LDR	RS/DS	31.34	172	5.5	172	Y
F-12*	LDR	RS/DS	22.03	113	5.1	113	Y
F-13A*	LDR	RS/DS	19.81	90	4.5	90	Y
F-13B*	LDR	RS/DS	33.22	159	4.8	159	Y
F-15A	LDR	R1/DS	17.74	76	4.3	76	Y
F-15B	LDR	R1/DS	12	45	3.8	45	Y
F-15C	LDR	R1/DS	12.48	46	3.7	46	Y
F-16	LDR	RS/DS	29.27	110	3.8	110	Y
F-19A*	LDR	RS/DS	27.3	135	4.9	135	Y
F-19B*	LDR	RS/DS	34.64	135	3.9	135	Y
W-13	LDR	R1/DS	64.25	309	4.8	309	Y
W-15	LDR	R1/DS	45.06	224	5	224	Y
W-17A	LDR	RS/DS	22.47	132	5.9	132	Y
W-17B	LDR	RS/DS	30	130	4.3	130	Y
W-17C	LDR	R1/DS	26.31	113	4.3	113	Y
W-18A	LDR	RS/DS	25.62	141	5.5	141	Y
W-18B	LDR	RS/DS	32.73	152	4.6	152	Y

F. West Roseville Specific Plan (Includes Voluntary Rezone 2012)							
Parcel Number	Land Use	Zoning	Acres	Allocated Units	Density	Undeveloped Units	Public Facilities Services Capacity
W-18C	LDR	R1/DS	26.12	112	4.3	112	Y
LDR Subtotal			744.49	3,458		3,458	
F-6C*	MDR	RS/DS	26.63	300	11.3	300	Y
F-8B*	MDR	RS/DS	11.8	127	10.8	127	Y
F-11B*	MDR	RS/DS	17.37	182	10.5	182	Y
W-24	MDR/VC	R3/DS	12.64	111	8.8	111	Y
MDR Subtotal			68.44	720		720	
F-6B*	HDR	R3	7.8	195	25	195	Y
F-8A*	HDR	R3	11.08	277	25	277	Y
F-21	HDR	R3	14.46	289	20	289	Y
F-22	HDR	R3	10.33	207	20	207	Y
F-23	HDR	R3	11.72	234	20	234	Y
F-24	HDR	R3	12.62	253	20	253	Y
F-25	HDR	R3	5.49	137	25	137	Y
F-26	HDR	R3	5.6	140	25	140	Y
W-16	HDR	R3	12.16	250	20.6	250	Y
W-19	HDR	R3	14.31	252	17.6	252	Y
W-25	HDR/VC	R3/DS	12.45	232	18.6	232	Y
W-26	HDR/VC	R3/DS	9.99	165	16.5	165	Y
HDR Subtotal			128.01	2,631		2,631	
W-32	CC/VC	CC/SA-WR	7.24	20	2.8	20	Y
W-33	CC/VC	CC/SA-WR	7.26	20	2.8	20	Y
Mixed Use Subtotal			14.5	40		40	
Total			955.44	6,849		6,849	

Note*: Undeveloped Residential Land Inventory following the adoption of rezone RZ-000063, Fiddymment SPA 3, November 2012

G. West Roseville Specific Plan							
Parcel Number	Land Use	Zoning	Acres	Allocated Units	Density	Undeveloped Units	Previous Inventory Y/N
Above Moderate Income							
F-6A	LDR	RS/DS	32.4	179	5.5	179	Y
F-10B	LDR	RS/DS	21.9	115	5.3	67	Y
F-10C	LDR	RS/DS	19.9	80	4	43	Y
F-21 ^f	HDR	R3	14.5	343	23.7	343	Y
F-55A	LDR	RS/DS	24.3	99	4.1	99	Y
Above Moderate Subtotal			113	816		731	
Moderate Income							
F-6B ^a	HDR	R3	8.4	195	23.2	63	Y
F-6C	MDR	RS/DS	26.3	307	11.7	307	Y
F-8A ^b	HDR	R3	11.7	277	23.7	277	Y
F-25 ^e	HDR	R3	5.5	137	24.9	95	Y

F-26 ^e	HDR	R3	5.6	140	25	94	Y
W-16	HDR	R3	12.2	250	20.5	250	Y
W-27 ^c	HDR/VC	R3/DS	7.9	20	21.5	20	Y
Moderate Subtotal			77.6	1,326		1,106	
Lower Income							
F-6B ^a	HDR	R3	8.4	195	23.2	132	Y
F-22 ^d	HDR	R3	9.8	244	24.9	244	Y
W-27 ^c	HDR/VC	R3/DS	7.9	150	21.5	150	Y
Lower Subtotal			26.1	589		526	
Total			188.7	2,731		2,363	

NOTE: Some lots have both moderate income and lower income units, and appear twice in this table. Therefore, the acreage subtotals include double-counting. The total acreage has been adjusted to reflect the actual total, without double-counting.

a. F-6B includes an affordable housing obligation of 66 very low and 66 low, and 63 moderate income units.

b. F-8A includes an affordable housing obligation of 54 moderate income units.

c. W-27 includes an affordable housing obligation of 89 very low and 61 low income units, leaving 20 market-rate units.

d. F-22 includes an affordable housing obligation of 91 very low and 93 low income units.

e. F-25 & F-26 have an application in for apartments (2, 3, and 4 bedroom units) with rents up to \$2,500.

f. F-21 has an application in progress for high-end apartments. Rents expected to exceed \$2,500.

G. Sierra Vista Specific Plan							
Parcel Number	Land Use	Zoning	Acres	Allocated Units	Density	Undeveloped Units	Public Facilities Services Capacity
CG-1	LDR	RS/DS	23.0	115	5.0	115	Y
CO-1	LDR	RS/DS	17.3	86	5.0	86	Y
CO-2A	LDR	RS/DS	14.2	71	5.0	71	Y
CO-2B	LDR	RS/DS	14.6	73	5.0	73	Y
CO-3	LDR	RS/DS	15.7	78	5.0	78	Y
DF-1	LDR	RS/DS	20.3	101	5.0	101	Y
DF-2	LDR	RS/DS	3.2	16	5.0	16	Y
FD-1	LDR	RS/DS	18.3	91	5.0	91	Y
FD-2	LDR	RS/DS	16.3	81	5.0	81	Y
FD-3	LDR	RS/DS	9.1	45	4.9	45	Y
FD-4	LDR	RS/DS	6.4	32	5.0	32	Y
FD-5	LDR	RS/DS	17.4	87	5.0	87	Y
FD-6	LDR	RS/DS	13.8	69	5.0	69	Y
FD-7	LDR	RS/DS	8.5	42	4.9	42	Y
FD-8A	LDR	RS/DS	15.6	78	5.0	78	Y
FD-8B	LDR	RS/DS	17.3	86	5.0	86	Y
FD-9	LDR	RS/DS	18.3	91	5.0	91	Y
FD-10	LDR	RS/DS	18.7	93	5.0	93	Y
JM-1	LDR	RS/DS	16.9	84	5.0	84	Y
JM-2A	LDR	RS/DS	16.4	82	5.0	82	Y
JM-2B	LDR	RS/DS	13.2	66	5.0	66	Y
JM-3A	LDR	RS/DS	13.8	69	5.0	69	Y
JM-3B	LDR	RS/DS	16.4	82	5.0	82	Y
JM-4	LDR	RS/DS	26.3	131	5.0	131	Y
KT-1A	LDR	RS/DS	12.4	62	5.0	62	Y
KT-1B	LDR	RS/DS	20.4	102	5.0	102	Y

KT-2	LDR	RS/DS	23.7	118	5.0	118	Y
KT-3A	LDR	RS/DS	19.2	96	5.0	96	Y
KT-3B	LDR	RS/DS	19.4	97	5.0	97	Y
KT-4	LDR	RS/DS	14.3	71	5.0	71	Y
KT-5	LDR	RS/DS	23.5	136	5.8	136	Y
WB-1	LDR	RS/DS	19.1	96	5.0	96	Y
WB-2	LDR	RS/DS	18.9	95	5.0	95	Y
WB-3	LDR	RS/DS	14.1	71	5.0	71	Y
WB-4	LDR	RS/DS	11.7	59	5.0	59	Y
WB-5	LDR	RS/DS	30.4	150	4.9	150	Y
WB-6	LDR	RS/DS	31.0	155	5.0	155	Y
WB-7	LDR	RS/DS	15.8	79	5.0	79	Y
LDR Subtotal			644.9	3,236		3,236	
CG-20	MDR	RS/DS	4.9	44	9.0	44	Y
CO-20	MDR	RS/DS	9.4	84	8.9	84	Y
CO-21	MDR	RS/DS	7.8	70	9.0	70	Y
CO-22	MDR	RS/DS	4.8	43	9.0	43	Y
DF-20	MDR	RS/DS	14.5	113	7.8	113	Y
FD-20	MDR	RS/DS	25.2	226	9.0	226	Y
FD-21	MDR	RS/DS	22.7	204	9.0	204	Y
FD-22	MDR	RS/DS	14.3	128	9.0	128	Y
FD-23	MDR	RS/DS	15.9	143	9.0	143	Y
FD-24	MDR	RS/DS	10.7	96	9.0	96	Y
JM-20A	MDR	RS/DS	21.1	190	9.0	190	Y
JM-20B	MDR	RS/DS	18.8	169	9.0	169	Y
JM-21	MDR	RS/DS	18.7	168	9.0	168	Y
KT-20	MDR	RS/DS	22.5	202	9.0	202	Y
KT-21A	MDR	RS/DS	18.6	167	9.0	167	Y
KT-21B	MDR	RS/DS	18.6	167	9.0	167	Y
WB-20	MDR	RS/DS	20.3	162	8.0	162	Y
WB-21	MDR	RS/DS	8.1	65	8.0	65	Y
WB-22	MDR	RS/DS	13.1	104	7.9	104	Y
WB-23	MDR	RS/DS	16.2	130	8.0	130	Y
WB-24	MDR	RS/DS	7.5	60	8.0	60	Y
WB-25	MDR	RS/DS	14.2	114	8.0	114	Y
MDR Subtotal			327.9	2,849		2,849	
CG-30	HDR	R3	14.0	420	30.0	420	Y
CG-31	HDR	R3	14.6	420	28.8	420	Y
FD-30	HDR	R3	4.1	86	21.0	86	Y
FD-31	HDR	R3	4.1	86	21.0	86	Y
FD-32	HDR	R3	8.9	178	20.0	178	Y
FD-33	HDR	R3	8.6	172	20.0	172	Y
JM-30	HDR	R3	6.1	138	22.6	138	Y
KT-30	HDR	R3	7.5	150	20.0	150	Y
WB-30	HDR	R3	4.8	120	25.0	120	Y
WB-31	HDR	R3	8.2	207	25.2	207	Y
WB-32	HDR	R3	8.0	200	25.0	200	Y
WB-33	HDR	R3	6.5	162	24.9	162	Y
HDR Subtotal			95.4	2,339		2,339	

FD-41	CMU	CMU/SA	5.7	40	7.0	40	Y
JM-40	CMU	CMU/SA	5.7	40	7.0	40	Y
KT-40A	CMU	CMU/SA	5.2	39	7.5	39	Y
KT-40B	CMU	CMU/SA	18.3	136	7.4	136	Y
Mixed Use Subtotal			34.9	255		255	
Total			1,103.1	8,679		8,679	

F. Sierra Vista Specific Plan							
Parcel Number	Land Use	Zoning	Acres	Allocated Units	Density	Undeveloped Units	Previous Inventory Y/N
Above Moderate Income							
CG-1	LDR	RS/DS	23.9	115	4.8	115	N
CO-1	LDR	RS/DS	17.2	86	5	86	N
CO-2A	LDR	RS/DS	14.3	71	5	71	N
CO-2B	LDR	RS/DS	14.6	73	5	73	N
CO-3	LDR	RS/DS	15.7	78	5	78	N
DF-1	LDR	RS/DS	19.9	100	5	100	N
DF-2	LDR	RS/DS	3.2	15	4.7	15	N
FD-1	LDR	RS/DS	18.6	74	4	74	N
FD-2	LDR	RS/DS	17.1	97	5.7	97	N
FD-5	LDR	RS/DS	17.4	90	5.2	90	N
FD-6	LDR	RS/DS	14.5	95	6.6	95	N
FD-7	LDR	RS/DS	9	57	6.3	57	N
FD-8A	LDR	RS/DS	16.5	75	4.5	75	N
FD-8B	LDR	RS/DS	19	81	4.3	81	N
FD-9	LDR	RS/DS	19.2	107	5.6	107	N
FD-10	LDR	RS/DS	20.5	143	7	143	N
JM-21	LDR	RS/DS	18.5	80	5.1	80	N
KT-1A	LDR	RS/DS	14.4	60	4.2	60	N
KT-1B	LDR	RS/DS	19.6	95	4.8	95	N
KT-4	LDR	RS/DS	15.9	82	5.2	82	N
Above Moderate Subtotal			329	1,674		1,674	
Moderate Income							
CG-20 ^a	MDR	RS/DS	5.3	44	8.3	44	N
CO-20 ^b	MDR	RS/DS	9.4	84	8.9	84	N
CO-21	MDR	RS/DS	7.8	62	7.9	62	N
CO-22	MDR	RS/DS	4.8	38	7.9	38	N
DF-20 ^c	MDR	RS/DS	14.5	97	7.9	97	N
FD-20B	MDR	RS/DS	11.6	88	7.6	88	N
FD-21	MDR	RS/DS	24.4	187	7.7	187	N
FD-23	MDR	RS/DS	17.7	127	7.2	127	N
FD-24	MDR	RS/DS	10.7	84	7.9	84	N
FD-32 ^d	HDR	R3	8.7	178	20.5	178	N

FD-33	HDR	R3	8.6	172	20	172	N
JM-1	MDR	RS/DS	17.2	135	7.8	135	N
JM-20	MDR	RS/DS	39.7	322	8.1	90	N
JM-30 ^e	HDR	R3	7.5	30	23.5	30	N
JM-40	MDR	RS/DS	4.6	35	7.6	35	N
KT-20 ^f	MDR	RS/DS	24.6	167	6.8	167	N
KT-40A ^l	CMU	CMU/SA	5.3	46	--	46	N
KT-40B ^l	CMU	CMU/SA	18.1	163	--	163	N
Moderate Subtotal			240.5	2,067		1,827	
Lower Income							
CG-30	HDR	R3	14.0	420	30	420	N
CG-31 ^g	HDR	R3	14.5	420	29	420	N
FD-34 ^h	HDR	R3	7.0	172	24.6	172	N
KT-30 ⁱ	HDR	R3	7.4	171	23.1	171	N
WB-30 ^j	HDR	R3	8.1	237	29.3	237	N
DF-20 ^c	MDR	RS/DS	14.5	18	7.9	18	N
JM-30 ^d	HDR	R3	7.5	146	23.5	146	N
WB-31	HDR	R3	11.1	263	23.7	263	N
WB-32 ^k	HDR	R3	5.1	128	25.1	128	N
HDR Subtotal			89.2	1,975		1,975	
FD-41 ^m	CMU	CMU/SA	5.7	40	--	40	N
Mixed Use Subtotal			5.7	40		40	
Lower Subtotal			94.9	2,007		2,015	
Total			642.4	5,748		5,516	

NOTE: Some lots have both moderate income and lower income units, and appear twice in this table. Therefore, the acreage subtotals include double-counting. The total acreage has been adjusted to reflect the actual total, without double-counting.

a. CG-20 includes an affordable housing obligation of 20 moderate income units

b. CO-20 includes an affordable housing obligation of 34 moderate income units

c. DF-20 includes an affordable housing obligation of 5 moderate income units

d. FD-32 includes an affordable housing obligation of 43 moderate income units

e. JM-30 includes an affordable housing obligation of 73 very low and 73 low income units

f. KT-20 includes an affordable housing obligation of 31 moderate income units

g. CG-31 includes an affordable housing obligation of 40 very low and 40 low income units

h. FD-34 includes an affordable housing obligation of 86 very low and 86 low income units

i. KT-30 includes an affordable housing obligation of 62 very low and 62 low income units

j. WB-30 includes an affordable housing obligation of 68 very low and 169 low income units

k. WB-32 includes an affordable housing obligation of 36 very low and 92 low income units

l. KT-40a and b have a developer who has expressed interest. Application for market rate apartments anticipated in summer 2021.

m. FD-41 is included in this table because it is a realistic, vacant site, but these 40 units are *not included* in the totals of Table X-27; they are not counted toward the City's total unit capacity.

H. Creekview Specific Plan

Parcel Number	Land Use	Zoning	Acres	Allocated Units	Density	Undeveloped Units	Public Facilities Services Capacity
C-1	LDR	R1/DS	19.8	95	4.8	95	Y
C-2	LDR	R1/DS	9.8	50	5.1	50	Y
C-3	LDR	R1/DS	13.9	70	5.0	70	Y
C-4	LDR	R1/DS	9.7	55	5.7	55	Y
C-5	LDR	R1/DS	13.0	75	5.8	75	Y

C-6	LDR	R1/DS	7.8	46	5.9	46	Y
C-7	LDR	R1/DS	13.5	80	5.9	80	Y
C-8	LDR	R1/DS	5.5	35	6.4	35	Y
C-9	LDR	R1/DS	22.0	110	5.0	110	Y
C-10	LDR	R1/DS	7.0	40	5.7	40	Y
C-11	LDR	R1/DS	6.9	35	5.1	35	Y
C-12	LDR	R1/DS	18.2	90	4.9	90	Y
C-13	LDR	R1/DS	8.7	55	6.3	55	Y
LDR Subtotal			155.8	836		836	
C-20	MDR	RS/DS	8.0	75	9.4	75	Y
C-21	MDR	RS/DS	7.7	95	12.3	95	Y
C-22	MDR	RS/DS	11.4	105	9.2	105	Y
C-23	MDR	RS/DS	6.2	80	12.9	80	Y
C-24	MDR	RS/DS	7.1	65	9.2	65	Y
C-25	MDR	RS/DS	3.5	35	10.0	35	Y
C-26	MDR	RS/DS	3.5	35	10.0	35	Y
C-27	MDR	RS/DS	4.5	50	11.1	50	Y
C-28	MDR	RS/DS	3.9	35	9.0	35	Y
C-29	MDR	RS/DS	4.1	40	9.8	40	Y
C-30	MDR	RS/DS	4.4	40	9.1	40	Y
MDR Subtotal			64.30	655		655	
C-40	HDR	R3	4.5	135	30.0	135	Y
C-41	HDR	R3	5.4	165	30.6	165	Y
C-42	HDR	R3	7.2	220	30.6	220	Y
HDR Subtotal			17.10	520		520	
Total			237.20	2,011		2,011	

B. Creekview Specific Plan							
Parcel Number	Land Use	Zoning	Acres	Allocated Units	Density	Undeveloped Units	Previous Inventory Y/N
Above Moderate Income							
C-1	LDR	R1/DS	19.6	94	4.8	94	N
C-2	LDR	R1/DS	10.1	52	5.1	52	N
C-3	LDR	R1/DS	14	67	4.8	67	N
C-4	LDR	R1/DS	9.7	51	5.3	51	N
C-5	LDR	R1/DS	13.6	74	5.4	74	N
C-6	LDR	R1/DS	7.9	48	6.1	48	N
C-7	LDR	R1/DS	13.9	74	5.3	74	N
C-8	LDR	R1/DS	5.6	32	5.7	32	N
C-9	LDR	R1/DS	22.1	97	4.4	97	N
C-12	LDR	R1/DS	18.7	95	5.1	95	N
C-16	LDR	R1/DS	12.9	71	5.5	71	N
C-17	LDR	R1/DS	6.9	36	5.2	36	N
Above Moderate Subtotal			155	791		791	
Moderate Income							
C-20	MDR	RS/DS	8.7	106	12.2	106	N

C-21	MDR	RS/DS	7.7	95	12.3	95	N
C-22	MDR	RS/DS	11.3	130	11.5	130	N
C-25	MDR	RS/DS	7.2	62	8.6	62	N
C-41 ^c	HDR	R3	4.3	127	29.5	127	N
Moderate Subtotal			39.2	520		520	
Lower Income							
C-40	HDR	R3	5.2	168	32.3	168	N
C-42 ^a	HDR	R3	4.3	136	31.6	136	N
C-43 ^b	HDR	R3	3.9	116	29.7	116	N
Lower Subtotal			13.4	420		420	
Total			207.6	1,731		1,731	

a. C-42 includes an affordable housing obligation of 60 very low and 60 low income units.

b. C-43 includes an affordable housing obligation of 41 very low and 40 low income units.

c. C-41 has a developer who has expressed interest. An application for market rate apartments is anticipated in summer 2021.

I. Infill Plan Area							
Parcel Number	APN	Land Use	Zoning	Net Acres	Density	Potential Units	Public Facilities Services Capacity
IN-10	011-162-015-000	LDR	R1	0.16	5.0	1	Y
IN-13	015-080-019-000	LDR	R1	0.16	4.0	1	Y
IN-17	012-010-022-000	LDR	R1	0.17	5.0	1	Y
IN-30	014-252-003-000	LDR	R1	0.18	5.0	1	Y
IN-31	013-152-019-000	LDR	PD	0.11	5.0	1	Y
IN-35	013-022-033-000	LDR	R1	0.11	4.0	1	Y
IN-35	013-024-023-000	LDR	R1	0.17	4.0	1	Y
IN-37	014-112-018-000	LDR	R1	0.12	4.0	1	Y
IN-37	014-113-060-000	LDR	R1	0.15	4.0	1	Y
IN-37	014-120-010-000	LDR	R1	0.36	4.0	1	Y
IN-38	014-263-045-000	LDR	R1	0.23	5.0	1	Y
IN-38	014-263-042-000	LDR	R1	0.34	5.0	2	Y
IN-39	472-210-033-000	LDR	R1	0.24	4.0	1	Y
IN-46	471-190-046-000	LDR	PD326	1.14	4.0	5	Y
IN-48	471-310-020-000	LDR	R1	0.79	2.8	2	Y
IN-54	470-050-008-000	LDR	R1	0.17	4.0	1	Y
IN-58	469-100-046-000	LDR	R1	1.49	4.0	6	Y
IN-61	469-110-031-000	LDR	R1	0.51	4.5	2	Y
IN-69	467-090-002-000	LDR	RS	6.85	4.8	33	Y
IN-8	015-360-022-000	LDR	R1	0.19	6.0	1	Y
IN-8	015-360-026-000	LDR	R1	0.32	6.0	2	Y
IN-9	011-181-006-000	LDR	R2	0.17	6.0	1	Y
LDR Subtotal				14.13		67	
IN-102	011-250-007-000	MDR	R3	0.80	12.0	10	Y
IN-108	014-051-017-000	MDR	R3	0.16	11.0	2	Y
IN-108	014-062-018-000	MDR	R3	0.24	11.0	3	Y
IN-109	014-252-013-000	MDR	R3	0.18	8.0	1	Y
IN-86	469-100-013-000	MDR	RS	1.18	10.0	12	Y

IN-87	469-280-009-000	MDR	NC	0.29	8.0	2	Y
IN-93	048-260-030-000	MDR	PD7	3.19	8.0	26	Y
IN-97	013-075-010-000	MDR	R1	0.90	7.0	6	Y
MDR Subtotal				6.94		62	
Total				21.07		129	

H. Infill Plan Area							
Parcel Number	APN	Land Use	Zoning	Net Acres	Density	Potential Units	Previous Inventory Y/N
Above Moderate Income							
IN-7	015-360-026-000	LDR	R1	0.32	3.1	1	N
IN-9	011-172-007-000	LDR	R2	0.12	6.4	1	N
IN-9	011-181-006-000	LDR	R2	0.17	6.4	2	Y
IN-9	011-182-010-000	LDR	R2	0.17	6.4	2	N
IN-13	015-080-001-000	LDR	R1	0.76	4	3	N
IN-13	015-080-045-000	LDR	R1	0.26	4	1	N
IN-13	015-080-019-000	LDR	R1	0.16	4	1	Y
IN-18	012-134-031-000	LDR	R2	0.15	6.8	1	N
IN-18	012-144-005-000	LDR	R3	0.14	6.8	1	N
IN-18	012-162-009-000	LDR	R3	0.15	6.8	1	N
IN-18	012-172-020-000	LDR	R3	0.14	6.8	1	N
IN-18	012-185-029-000	LDR	R3	0.14	6.8	1	N
IN-18	012-142-018-000	LDR	R3	0.14	6.8	1	N
IN-18	012-132-047-000	LDR	R2	0.15	6.8	1	N
IN-30	014-252-003-000	LDR	R1	0.17	5	1	Y
IN-34	013-053-015-000	LDR	R3	0.54	5.7	3	N
IN-35	013-022-033-000	LDR	R1	0.12	4.4	1	Y
IN-35	013-022-047-000	LDR	R3	0.70	4.4	3	N
IN-35	013-024-023-000	LDR	R1	0.17	4.4	1	Y
IN-37	014-113-060-000	LDR	R1	0.15	4	1	Y
IN-37	014-130-008-000	LDR	R1	0.57	4	2	N
IN-38	014-263-042-000	LDR	R1	0.32	5.3	1	N
IN-38	014-263-045-000	LDR	R1	0.23	5.3	1	Y
IN-39	472-210-033-000	LDR	R1	0.23	4.1	1	N
IN-46	471-190-046-000	LDR	PD326	1.10	3.9	1	N
IN-54	470-050-008-000	LDR	R1	0.17	3.7	1	Y
IN-61	469-110-031-000	LDR	R1	0.51	3.5	2	Y
IN-86B	469-100-013-000	LDR	R3	1.18	10	12	Y
Above Moderate Subtotal				8.86		48	
Moderate Income							
IN-87	469-280-009-000	MDR	NC	0.29	8	2	Y
IN-98	013-012-002-000	MDR	GC	0.19	8.1	1	N
IN-102	011-250-007-000	MDR	R1	0.67	14.3	10	Y
IN-108	014-051-017-000	MDR	R3	0.16	11.1	3	Y

IN-108	014-062-018-000	MDR	R3	1.07	11.1	11	Y
IN-115	472-370-013-000	MDR	PD66	0.05	7.8	1	N
IN-115	472-370-014-000	MDR	PD66	0.04	7.8	1	N
IN-115	472-370-015-000	MDR	PD66	0.06	7.8	1	N
IN-115	472-370-016-000	MDR	PD66	0.06	7.8	1	N
IN-115	472-370-017-000	MDR	PD66	0.04	7.8	1	N
IN-115	472-370-018-000	MDR	PD66	0.04	7.8	1	N
IN-115	472-370-019-000	MDR	PD66	0.07	7.8	1	N
IN-115	472-370-020-000	MDR	PD66	0.06	7.8	1	N
IN-115	472-370-021-000	MDR	PD66	0.04	7.8	1	N
IN-115	472-370-022-000	MDR	PD66	0.04	7.8	1	N
IN-115	472-370-023-000	MDR	PD66	0.06	7.8	1	N
IN-115	472-370-024-000	MDR	PD66	0.06	7.8	1	N
IN-115	472-370-025-000	MDR	PD66	0.04	7.8	1	N
IN-115	472-370-026-000	MDR	PD66	0.04	7.8	1	N
IN-115	472-370-027-000	MDR	PD66	0.06	7.8	1	N
IN-115	472-370-028-000	MDR	PD66	0.05	7.8	1	N
IN-115	472-370-029-000	MDR	PD66	0.04	7.8	1	N
IN-115	472-370-030-000	MDR	PD66	0.04	7.8	1	N
IN-115	472-370-031-000	MDR	PD66	0.07	7.8	1	N
IN-115	472-370-032-000	MDR	PD66	0.07	7.8	1	N
IN-115	472-370-033-000	MDR	PD66	0.04	7.8	1	N
IN-115	472-370-034-000	MDR	PD66	0.04	7.8	1	N
IN-115	472-370-035-000	MDR	PD66	0.05	7.8	1	N
IN-118 ^a	048-350-015-000	MDR	RS/DS	0.51	8	5	N
	048-350-016-000	MDR	RS/DS	0.48	8	5	N
	048-350-018-000	MDR	RS/DS	1.07	8	5	N
	048-350-021-000	MDR	RS/DS	0.40	8	5	N
IN-148 ^b	048-260-048-000	HDR	R3	3.36	22.4	70	N
IN-149 ^c	013-192-036-000	HDR	R3	0.89	24.4	20	N
Moderate Subtotal				10.20		160	
Lower Income							
IN-148 ^b	048-260-048-000	HDR	R3	3.36	22.4	5	N
IN-149 ^c	013-192-036-000	HDR	R3	0.89	24.4	2	N
Lower Income Subtotal				4.25		7	
Total				19.06		215	

NOTE: Some lots have both moderate income and lower income units, and appear twice in this table. Therefore, the acreage subtotals include double-counting. The total acreage has been adjusted to reflect the actual total, without double-counting.

a. Entitlements for a 20-unit duplex project approved. Two units are reserved for lower income, while remainder will be moderate.

b. Entitlements for senior apartment complex approved. Five units are reserved for lower income, while remainder will be moderate.

c. Entitlements for townhome project approved on the site. Two units are reserved for lower income, while remainder will be moderate.

D. North Industrial Planning Area (NEW)

Parcel Number	Land Use	Zoning	Acres	Allocated Units	Density	Undeveloped Units	Previous Inventory Y/N
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Above Moderate Income							
CO-2	LDR	RS/DS	8.5	59	6.1	59	N
CO-3	LDR	R1/DS	16.6	62	3.8	62	N
CO-12	MDR	RS/DS	4.1	42	6.8	27	N
Above Moderate Subtotal			29.2	163		148	
Moderate Income							
CO-6	MDR	RS/DS	10.7	86	8.3	86	N
Moderate Subtotal			10.7	86		86	
Total			39.9	249		234	

A. Amoruso Ranch Specific Plan (NEW)

Parcel Number	Land Use	Zoning	Acres	Allocated Units	Density	Undeveloped Units	Previous Inventory Y/N
Above Moderate Income							
AR-1	LDR	R1	20.2	68	3.4	68	N
AR-2	LDR	R1	24.7	97	3.9	97	N
AR-3	LDR	R1	27.3	80	2.9	80	N
AR-4	LDR	RS	7.3	41	5.6	41	N
AR-5	LDR	RS	2.8	17	6.1	17	N
AR-6	LDR	RS	5	34	6.8	34	N
AR-7	LDR	RS	3.1	18	5.8	18	N
AR-8	LDR	RS	8.4	52	6.2	52	N
AR-9	LDR	RS	6.3	40	6.3	40	N
AR-11	LDR	RS	8.4	55	6.5	55	N
AR-12	LDR	RS	3.4	21	6.2	21	N
AR-13	LDR	RS	6.1	40	6.6	40	N
AR-14	LDR	RS	7.1	45	6.3	45	N
AR-15	LDR	RS	7.4	45	6.1	45	N
AR-16	LDR	RS	6.6	43	6.5	43	N
AR-17	LDR	RS	3.6	24	6.7	24	N
AR-18	LDR	RS	5.1	31	6.1	31	N
AR-21	LDR	RS	2.4	13	5.4	13	N
AR-22	LDR	RS	4.4	28	6.4	28	N
AR-23	LDR	RS	2.8	19	6.8	19	N
AR-24	LDR	RS	2.5	13	5.2	13	N
AR-25	LDR	RS	4.7	28	6	28	N
AR-26	LDR	RS	9.7	55	5.7	55	N
AR-27	LDR	RS	2.4	15	6.3	15	N
AR-30	LDR	RS	3.2	23	7.2	23	N
AR-31	LDR	RS	4.5	27	6	27	N
AR-32	LDR	RS	7.6	50	6.6	50	N

AR-34	LDR	RS	3.7	19	5.1	19	N
AR-35	LDR	RS	4.8	24	5	24	N
AR-37	LDR	RS	5.1	25	4.9	25	N
AR-40	LDR	RS	14.4	71	4.9	71	N
AR-43	LDR	RS	12.1	78	6.4	78	N
AR-46	LDR	RS	2.4	13	5.4	13	N
Above Moderate Income Subtotal			239.5	1,252		1,252	
Moderate Income							
AR-10	MDR	RS	10.5	138	13.1	138	N
AR-28	MDR	RS	10.2	129	12.6	129	N
AR-33	MDR	RS	5.3	61	11.5	61	N
AR-39	MDR	RS	7.8	54	6.9	54	N
AR-42	MDR	RS	7.5	66	8.8	66	N
AR-45	MDR	RS	8	94	11.8	94	N
AR-36	HDR	R3	7.5	113	15.1	113	N
Moderate Income Subtotal			56.8	655		655	
Lower Income							
AR-19 ^a	HDR	R3	9.3	230	24.7	230	N
AR-38	HDR	R3	15.1	380	25.2	380	N
AR-44 ^b	HDR	R3	5.9	150	25.4	150	N
HDR Subtotal			30.3	760		760	
AR-51	CC-VC	CMU-SA	14.3	91	--	91	N
AR-52	CC-VC	CMU-SA	13	68	--	68	N
Mixed Use Subtotal			27.3	159		159	
Lower Income Subtotal			57.6	919		919	
Total			353.9	2,826		2,826	

a. AR-19 includes an affordable housing obligation of 68 very low and 102 low income units.

b. AR-44 includes an affordable housing obligation of 45 very low and 68 low income units

Table X-29 | Downtown & Riverside Gateway Specific Plan High Density Residential Opportunity Sites

Map #	Address	Total Units	Residential Density (units/acre)	Floor Area Ratio	Zoning*	Existing Use	Proposed Use	Plan Area**	Exhibit #
Historic Old Town									
1	725-845 Lincoln	63	30	0.9	CMU/SA-DT	Vacant lot	Commercial/Residential	DT	H1
2	400-412 Washington , 209/211 Pleasant	34	37.8	--	CMU/SA-DT	Auto Sales/Office	Commercial/Residential	DT	H3
3	308-310 Washington	10	28.6	--	CMU/SA-DT	Gas Station/Office	Commercial/Residential	DT	H3
4	300-304 Washington, 138-140 Main	40	83	0.36	HD/SA-DT	Vacant lot	Commercial/Residential	DT	H3
5	400-430 Lincoln	93	58.1	0.37	HD/SA-DT	Parking lot	Commercial/Residential	DT	H3
6	120 Church				HD/SA-DT	Used Auto Sales	Commercial/Residential	DT	H3
7	120 Pacific	85	70.8	1.8	HD/SA-DT	City Parking lot	Commercial/Residential	DT	H2
Vernon Street									
8	401 Oak	74	23.9	1.7	CBD/SA-DT	Parking/Fire Station	Commercial/Residential	DT	V1
9	401 Vernon	36	90	4.6	CBD/SA-DT	Office/Retail	Commercial/Residential	DT	V2
Riverside Gateway									
10	108-110 Douglas, 119-125 Riverside	39	40.45	1.29	CMU/SA-RG	Hayes Used Auto Sales	Commercial/Residential	RG	R!
11	129-131 Riverside	8	23.25	0.9	CMU/SA	Roseville Used Auto Sales	Commercial/Residential	RG	R4
12	133 Riverside	2	14.3	0.6	CMU/SA	Automotive	Commercial/Residential	RG	R4
13	137-147 Riverside/105- 111 Bonita	8	23.25	0.9	CMU/SA	St. Vincent DePaul's Thrift Shop/Kitchen	Commercial/Residential	RG	R4
14	212 Riverside	2	14.3	0.6	CMU/SA	Vacant lot	Commercial/Residential	RG	R4
15	201-227 Riverside	12	18.3	1	CMU/SA	Auto/Retail/Vacant	Commercial/Residential	RG	R4
16	300-306 Riverside	8	23.5	0.9	CMU/SA	Auto Sales	Commercial/Residential	RG	R4
17	308-312 Riverside	8	23.5	0.9	CMU/SA	Jala & Safe Used Auto Sales	Commercial/Residential	RG	R4
18	305 Riverside	2	14.3	0.6	CMU/SA	Mike Mobile Auto Glass	Commercial/Residential	RG	R4
19	315-319 Riverside	8	23.5	0.9	CMU/SA	Used Auto Sales	Commercial/Residential	RG	R4
20	321 Riverside	2	14.3	0.6	CMU/SA	Used Auto Sales	Commercial/Residential	RG	R4
21	401-415 Riverside, 110 Cherry	20	19.4	0.9	CMU/SA	Used Auto Sales	Commercial/Residential	RG	R4
22	400 Riverside	2	41.3	0.6	CMU/SA	Automotion Auto Sales	Commercial/Residential	RG	R4
23	404-408 Riverside	8	23.5	0.9	CMU/SA	Used Auto Sales	Commercial/Residential	RG	R4

24	440 Riverside	10	14.5	0.8	CMU/SA	Hayes Used Auto Sales	Commercial/Residential	RG	R4
25	110-150 Fifth	8	23.5	0.9	CMU/SA	Used Auto Sales	Commercial/Residential	RG	R4
26	500-504 Riverside	8	23.5	0.9	CMU/SA	Hayes Used Auto Sales	Commercial/Residential	RG	R4
27	505-507 Riverside	8	23.5	0.9	CMU/SA	JT Tire & Wheel Sales	Commercial/Residential	RG	R4
28	510-512 Riverside	8	23.5	0.9	CMU/SA	Hayes Used Auto Sales	Commercial/Residential	RG	R4
29	515 Riverside, 420 Clinton	10	14.5	0.8	CMU/SA	Vacant lot	Commercial/Residential	RG	R4
30	520-550 Riverside	8	23.5	0.7	CMU/SA	Roseville Auto Sales	Commercial/Residential	RG	R4
31	527 Riverside, 424 Clinton, 109-115 Darl	61	29	1.31	CMU/SA	Hertz Auto Sales GM Auto Repair Center Small Retail Strip Mall	Commercial/Residential	RG	R3
Total Units		685							

*Zoning Designations: CMU = Commercial Mixed Use, HD = Historical District, CBD = Central Business District, SA = Special Area, DT = Downtown Specific Plan area, RG = Riverside Gateway Specific Plan Area

** Refers to the Roseville Specific Plan area; DT = Downtown Specific Plan, RG = Riverside Gateway Specific Plan

Table X-31 | Downtown & Riverside Gateway Specific Plan High Density Residential Opportunity Sites

Map #	Address	Total Units	Residential Density (units/acre)	Floor Area Ratio	Acres	Zoning*	Existing Use	Permitted Use	Previous Inventory Y/N
Historic Old Town									
1	725-845 Lincoln	63	30	0.9	2.0	CMU/SA-DT	Vacant lot	Commercial/Residential	Y
This is a vacant triangular lot with roadway frontage on Lincoln Street and Washington Boulevard. It is also identified in the Downtown Specific Plan as a catalyst site, with pre-design plans for residential development. There are no easements or other such constraints to development, and the City has received inquiries about residential development on this site within the past year.									
2	400-412 Washington, 209-211 Pleasant, 210 Grove	34	37.8	--	0.7	CMU/SA-DT	Auto Sales / Office / Residential	Commercial/Residential	Y
This site consists of five parcels with frontage on Washington Boulevard, Grove Street, and Pleasant Street, as well as an alley access. One parcel contains an older home, a second is a parking lot used by the small auto dealership on the adjacent parcel, another is a small office with a parking lot, and the last parcel is also a small office with parking. Approximately 19% (5,826 square feet) of building area occupies these properties. Existing improvements are minimal and aging, with chain link fencing, minimal or absent landscaping, and small 50-year-old buildings which have not been updated or improved by reinvestment. The City has had recent, positive experiences with affordable housing projects and other housing projects redeveloping sites such as this, within the nearby area (see evaluation preceding this table). There are no easements or other such constraints to development.									
3	400-426 Lincoln	80	58.1	0.37	1.4	HD/SA-DT	Parking lot	Commercial/Residential	Y

This site is multiple parcels under a single private ownership. The site is a parking lot which was constructed by and at the expense of the City to alleviate parking concerns expressed by surrounding businesses. The City has since completed two parking garages. There are no land use restrictions or other restrictions which would preclude or impede redevelopment of this site. Per the evaluation preceding this table, there has been significant market investment in housing in the general area, including multiple affordable housing projects. Site 4, below, is also a parking lot and an application to develop it as affordable apartments was received and approved by the City, at the same density provided for this site. Site 4 included more access and site design constraints, due to its location and the presence of a neighboring building siting directly on the property line.

4	120 Pacific	80	60	1.57	1.4	HD/SA-DT	City Parking lot	Approved 4-story apartments, lower income	Y
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This site is an existing parking lot, and a permit for a 4-story affordable housing apartment project has been approved on this site. Construction is anticipated to begin within the next year.

Subtotal	257			5.3					
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Riverside Gateway

5	108–110 Douglas, 119–125 Riverside	39	40.45	1.29	1.0	CMU/SA-RG	Used Auto Sales	Commercial/Residential	Y
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This site contains a used car dealership with a 9,500-square-foot older building, with the remaining 0.7 acres of the site paved with unmarked asphalt where vehicles are displayed. All of the parcels are under single ownership, and the site has roadway frontage on Riverside Avenue and Douglas Avenue. An alley separates the site from a single-family residential area. The Riverside Avenue, Vernon Street, and Douglas Boulevard intersection is a prime gateway intersection, where the City has invested streetscape improvements and monuments. There is a high potential for this corner to be redeveloped with a mixed use project similar to projects approved nearby on Vernon Street, due to its visibility and location, and due to the fact that the majority of the site is undeveloped paved area. This site is near the Lohse Apartments site, where two existing auto business and buildings were purchased and demolished to make way for housing. There are no easements or other such constraints to development.

6	201–227 Riverside	12	18.3	1	0.7	CMU/SA	Auto/Retail/Residential	Commercial/Residential	Y
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This site includes three parcels, two of which are under the same ownership. The site has frontage on Riverside Avenue and Bonita Street. An alley separates the site from a single-family residential area. The 201 Riverside parcel includes a 1,800-square-foot building housing multiple small spaces for offices, which include a psychic, a maid service, a pool service, a loan service, and car sales office. The remainder of that parcel, about 13,000 square feet, is paved with unmarked asphalt and is used for vehicle display. The building is over 100 years old but has had some cosmetic exterior updates. The adjacent parcel at 225 Riverside contains a single-family home, and the parcel at 227 Riverside contains a 1,700 square foot building which is currently a spa. The uses in these commercial buildings have changed multiple times in the past several years. Only 12 units have been assumed, as that would enable units to be built on the site in addition to the existing uses, rather than requiring replacement. Units could be constructed above the existing building, within the current asphalt area, and/or on the parcel with the single-family home. There are no easements or other such constraints to development.

7	401–415 Riverside, 110 Cherry	20	19.4	0.9	0.8	CMU/SA	Used Auto Sales	Commercial/Residential	Y
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This site includes four parcels, all under the same ownership. The site has frontage on Riverside Avenue and Cherry Street. An alley separates the site from a single-family residential area. There are three commercial buildings on the site, totaling approximately 7,000 square feet. One of the structures is a portable building, another is an old building that has not been updated, and the third is also old but has been updated with glass storefront windows. The site is a used car dealership. Most of the site is unmarked asphalt used for displaying vehicles. Only 20 units have been assumed on this site, as that would enable units to be constructed while leaving the more updated commercial building in place. However, as has been seen elsewhere where existing auto businesses have been sold and demolished for mixed use housing, development pressures are sufficient that the entire site could be redeveloped. There are no easements or other such constraints to development.

8	440 Riverside	10	14.5	0.8	1.0	CMU/SA	Used Auto Sales	Commercial/Residential	Y
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This site is two parcels under the same ownership. The site has frontage on Riverside Avenue and Fifth Street. An alley separates the site from a single-family residential area. One parcel contains an approximately 9,000-square-foot building and the second parcel is unmarked pavement and dirt used for vehicle display. The building is old but has updated glass display windows. Only 10 units have been assumed on this site, as that would enable units to be constructed in addition to the existing commercial use, rather than requiring elimination of all commercial use of the site. Utilities in the adjacent roadways have capacity to serve development of this site and there are no easements or other such constraints to development.

9	527 Riverside, 424 Clinton, 109–115 Darling	61	29	1.31	2.1	CMU/SA	Auto Sales, Auto Repair, Small Retail Strip Mall	Commercial/Residential	Y
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This site includes three parcels under the same ownership. The site has frontage on Riverside Avenue, Darling Way, and Clinton Avenue. The largest parcel includes three commercial buildings, totaling 3,960 square feet, one of which is auto repair, the other auto rental (Hertz), and the other is a small brick accessory building to Hertz. The second parcel includes unmarked asphalt where vehicles are displayed for sale (also Hertz), and the third parcel includes a small in-line strip mall occupied by a liquor store (4,000 square feet). All of the buildings on the site are old and have not been updated. The potential of this site is similar to Site 5. This is a key gateway with good visibility, and the City has made public improvements in this area, such as installing gateway monuments and features. Given the market pressures in the area, there is a high likelihood that this site could be redeveloped with a more intensive mixed use project like Lohse or Main Street Apartments, with ground-floor commercial space and upper floor housing. Utilities in the adjacent roadways have capacity to serve development of this site and there are no easements or other such constraints to development.

Subtotal		142			5.6				
Total		399							

*Zoning Designations: CMU = Commercial Mixed Use, HD = Historical District, CBD = Central Business District, SA = Special Area, DT = Downtown Specific Plan area, RG = Riverside Gateway Specific Plan Area

** Refers to the Roseville Specific Plan area; DT = Downtown Specific Plan, RG = Riverside Gateway Specific Plan

TABLE X-32 | HOUSING TENURE BY RACE/ETHNICITY (NEW)

	Owner Occupied		Renter Occupied		Total Occupied Units
	Number	Percent of Total	Number	Percent of Total	Number
WHITE NON-HISPANIC	25,363	68.1%	11,886	31.9%	37,249
BLACK	489	43.0%	648	57.0%	1,137
ASIAN	3,193	74.1%	1,115	25.9%	4,308
NATIVE HAWAIIAN AND OTHER PACIFIC ISLANDER	108	56.0%	85	44.0%	193
AMERICAN INDIAN AND ALASKAN NATIVE	121	37.0%	206	63.0%	327
SOME OTHER RACE	517	47.6%	570	52.4%	1,087
MULTIRACIAL (TWO OR MORE RACES)	973	61.0%	623	39.0%	1,596
HISPANIC OR LATINO	2,842	49.2%	2,934	50.8%	5,776
TOTAL OCCUPIED	32,848	65.8%	17,095	34.2%	49,943

Table X-30 | Land Use Densities (EXISTING)

Land Use Densities	Dwelling Units per Acre
Low Density Residential	0.5 to 6.9
Medium Density Residential	7.0 to 12.9
High Density Residential	13.0 and above

Table X-31 (X-34 in the updated element) is primarily text, so changes are shown within the Redlines – 2021 Housing Element. Consequently, this table is not shown here.

Table X-32 | Development Standards

	R-1 Single Family Residential	RS Small Lot Residential	R-2 Two-Family Residential	R-3 Attached Housing	RMU Residential Mixed Use
Minimum Lot Size (sq. ft.) Interior Lot	6,000 sq ft	4,500 sq ft	6,000 sq ft	6,000 sq ft	See Development Standards or Special Area Overlay Districts
Minimum Lot Size (sq. ft.) Corner Lot	7,500 sq ft	5,500 sq ft	7,500 sq ft	7,500 sq ft	
Minimum Lot Width, Interior Lot	60 ft	45 ft	60 ft	60 ft	
Minimum Lot Width, Corner Lot	75 ft	55 ft	75 ft	75 ft	
Residential Density (Maximum per lot)	1 dwelling 1 second unit	1 dwelling 1 second unit	2 dwellings	As provided by General Plan	As provided by General Plan
Minimum Front Yard Setbacks	20 ft for interior lots; 15 ft for corner lots; 20 ft minimum driveway depth	15 ft front; 20 ft minimum driveway depth	20 ft for interior lots; 15 ft for corner lots; 20 ft minimum driveway depth	20 ft minimum on all street frontages	As provided in Development Standards, Overlay, or Special Area Overlay District
Minimum Side Yard Setbacks	5 ft interior; 15 ft street side on corner	5 ft interior; 12.5 ft street side on corner	5 ft interior; 15 ft street side on corner	5 ft; 20 ft minimum on all street frontages	
Minimum Rear Yard Setbacks	20% of lot depth; need not exceed 20 ft; 10 ft minimum	15 ft minimum with minimum useable open space provided	20% of lot depth; need not exceed 20 ft; 10 ft minimum	20 ft; 20 ft minimum on all street frontages	
Site Coverage	35% for 2 story; 40% for 1 story	none	40%	50%	
Height Limit	35 ft	35 ft	35 ft	45 ft	
Parking Requirements	2 per dwelling	2 per dwelling	2 per dwelling	1 bedroom: *1.5 spaces per unit 2+ bedrooms: 2 per unit for	

*Guest parking in projects with 10 or more dwelling units shall provide 1 additional space for each 10 dwelling units or portion thereof.

Table X-35 | Development Standards by Zoning District

	R1	RS with attached sidewalk (10)	RS with separated sidewalk (8, 10)	R2	R3 ⁽²⁾	RMU
Area, interior lot	6,000 sq ft	4,500 sq ft	4,275 sq ft	6,000 sq ft	6,000 sq ft	None ⁽⁷⁾
Area, corner lot	7,500 sq ft	5,500 sq ft	4,710 sq ft	7,500 sq ft	7,500 sq ft	
Width, interior	60 ft	45 ft	45 ft	60 ft	60 ft	
Width, corner	75 ft	55 ft	50 ft	75 ft	75 ft	
Residential Density						
Maximum number of primary dwelling units per lot	1 dwelling	1 dwelling	1 dwelling	2 dwellings ⁽¹⁾	As provided by General Plan, but a minimum of 3 dwellings	As provided by General Plan

Maximum number of accessory/junior dwelling units per lot ⁽¹¹⁾	Up to 2 dwellings	Up to 2 dwellings	Up to 2 dwellings	Up to 2 dwellings	Up to 2 dwellings	Up to 2 dwellings
See Chapter 19.22 for accessory structure development standards for the following standards						
Setbacks (minimum)						
Front ⁽⁹⁾	20 ft for interior lots; 15 ft for corner lots; 20 ft minimum driveway depth	15 ft to living space or side wall of garage; 12.5 ft to porch; 18 ft minimum driveway depth ⁽⁶⁾	10 ft to first floor living space or side wall of garage; 7.5 ft to porch, but in no case may encroach into a PUE; 15 ft to second floor living space; 18 ft minimum driveway depth ⁽⁶⁾	20 ft for interior lots; 15 ft for corner lots; 20 ft minimum driveways depth	20 ft minimum on all street frontages	None ⁽⁷⁾
Sides ⁽⁹⁾	5 ft interior; 15 ft street side on corner	5 ft interior; 12.5 ft street side on first floor; 15 ft street side on second floor	5 ft interior; 10 ft street side on first floor; 13 ft street side on second floor	5 ft interior; 15 ft street side on corner	5 ft interior; 20 ft minimum on all street frontages	None ⁽⁷⁾
Rear	20% of lot depth; need not exceed 20 ft; 10 ft minimum ⁽³⁾	10 ft minimum with minimum useable open space of 700 sq ft or 500 sq ft where a usable front porch is provided ⁽⁴⁾	10 ft minimum with minimum useable open space of 500 sq ft ⁽⁴⁾	20% of lot depth; need not exceed 20 ft; 10 ft minimum	20 ft; 20 ft minimum on all street frontages	None ⁽⁷⁾
Lot Coverage (primary buildings)	35% for 2 story; 45% for 1 story	None ⁽⁴⁾	None ⁽⁴⁾	40%	50%	None ⁽⁷⁾
Height Limits	35 ft	35 ft	35 ft	35 ft	45 ft ⁽⁵⁾	None ⁽⁷⁾
Additions to the primary structure greater than 700 square feet in area⁽¹²⁾	May only be permitted upon approval of an Administrative Permit					

Notes:

- (1) Attached or detached. Detached dwelling units must maintain a minimum 10-foot building separation.
- (2) The general development standards for the R3 district may be modified through approval of a Design Review Permit.
- (3) On corner lots, the minimum rear setback may be determined by using an average of three measurements taken at the ends of the structure and a point midway between the ends of the structure. The measurements shall be made perpendicular to the rear lot line.

- (4) The rear and side yards may be utilized to meet the minimum usable open space provided the minimum dimension, measured perpendicular to the applicable rear or side yard is 10 feet. Maximum coverage is a function of lot size, required setbacks and usable open space. A minimum usable open space of 500 square feet may be applied where a front porch is provided with minimum dimensions of six feet by 10 feet exclusive of entry way.
- (5) Except for units immediately adjacent to the R1 and RS zone districts, where the height limit shall be 35 feet.
- (6) Minimum driveway depth of 18 feet requires a roll-up garage door.
- (7) As provided in development standard overlay or special area overlay district.
- (8) Sidewalk separated from back of curb by five-foot planter strip.
- (9) Front setback (and side setback where adjacent to street) measured from back of walk. Fence side yard setback is five feet from back of walk where facing a street. In the absence of sidewalk, setbacks measured from the edge of right-of-way.
- (10) Variations to the standards and other housing product types may be permitted subject to processing of a Design Review Permit for Residential Subdivision (DRRS) concurrent with the approval of a tentative subdivision map and review of product type.
- (11) A combination of up to two accessory dwelling/junior accessory dwelling units are permitted within areas zoned to allow single-family, two-family or multi-family residential use provided the lot contains an existing or proposed single-family dwelling, two-family or multi-family unit as defined in Sections 19.08.080(F)(1) and (F)(2) (Residential Use Types) and the accessory dwelling/junior accessory dwelling unit complies with the standards identified in Chapter 19.60 (Accessory Dwelling Units). See Chapter 19.60 for the maximum number and combination of units allowed per lot. For purposes of density, accessory dwelling units shall be deemed to be an accessory use or an accessory building or structure and shall not be considered to exceed the allowable density for the lot upon which it is located.
- (12) Additions (attached or detached) to primary structures that exceed 700 gross square feet in area may be permitted upon approval of an Administrative Permit, which may include a public hearing as provided in Sections 19.74.010 and 19.78.020. Excludes accessory dwelling units complying with the standards identified in Chapter 19.60 (Accessory Dwelling Units).

Table X-33 | Permitted Housing Types by Zone

Residential Use	R-1	RS	R-2	R-3	RMU
Single-Family Dwellings	P	P	P	P	P
Rooming and Boarding House	–	–	–	P	P
Two Family	–	–	P	P	P
Multi-Family Dwellings	–	–	–	P	P
Second Residential Units	P	P	–	–	P
Mobile Home Park	CUP	CUP	CUP	CUP	P
Community Care Facility, Small	P	P	P	P	P
Community Care Facility, Large	CUP	CUP	CUP	P	P
Family Day Care Homes, Small	P	P	P	P	P
Family Day Care Homes, Large	A	A	A	A	P
Transitional and Supportive Housing	P	P	P	P	P

Civic Use	MP	M1*	M2*	MMU*	GC*	HC*	CMU*
Emergency Shelters	P						

Commercial Use	NC*	CC*	GC*	HC*	RC*	CBD*	CMU*	HD*	BP*
Multi-Family Dwellings	CUP	CUP	–	–	–	CUP	P	CUP	–
Caretaker/Employee Housing	CUP	CUP	CUP	CUP	CUP	–	P	–	–
Single-Room Occupancy	–	–	–	–	–	CUP	CUP	CUP	–
Community Care Facility	P	P	P	–	–	P	P	–	P
Long Term Care Facility	CUP	P	P	–	–	P	P	–	CUP
Family Day Care Home, Small	P	P	P	–	P	P	P	CUP	P
Family Day Care Home, Large	CUP	CUP	CUP	–	CUP	CUP	P	CUP	CUP

Downtown SP	DT-1	DT-2	DT-3	DT-4	DT-5	DT-6	DT-7	DT-9	DT-10	DT-11
High Efficiency Residential Units	–	–	–	P/CUP	–	P/CUP	P/CUP	P/CUP	–	–

Principally permitted use, designated as “P”

Conditionally permitted use, designated as “CUP”

Administratively permitted use, designated as “A”

Primary use types not listed or designated by a dash (–) are not permitted in that zone district.

Table X-36 | Permitted Housing Types by Zone

Residential Use	R1	RS	R2	R3	RMU
Single-Family Dwellings	P	P	P	P	P
Rooming and Boarding House	–	–	–	P	P
Two Family	–	–	P	P	P
Multi-Family Dwellings	–	–	–	P	P
Accessory Dwelling Units	P	P	P	P	P
Mobile Home Park	CUP	CUP	CUP	CUP	P
Community Care Facility, Small	P	P	P	P	P
Community Care Facility, Large	CUP	CUP	CUP	P	P
Family Day Care Homes, Small	P	P	P	P	P
Family Day Care Homes, Large	A	A	A	A	P
Transitional and Supportive Housing	P	P	P	P	P

Civic Use	MP	M1*	M2*	MMU*	GC*	HC*	CMU*
Emergency Shelters	P				CUP	CUP	CUP

Commercial Use	R3	RMU	NC*	CC*	GC*	HC*	RC*	CBD*	CMU*	HD*	BP*
Multi-Family Dwellings	P	P	CUP	CUP	–	–	–	CUP	P	CUP	–
Transitional and Supportive Housing	P	P	CUP	CUP	–	–	–	CUP	P	CUP	–
Accessory Dwelling units	P	P	P	P	P	P	–	–	P	–	–
Caretaker/Employee Housing	–	–	CUP	CUP	CUP	CUP	CUP	–	P	–	–
Single-Room Occupancy	–	–	–	–	–	–	–	CUP	CUP	CUP	–
Community Care Facility	P	P	P	P	P	–	–	P	P	–	P
Long Term Care Facility	CUP	P	CUP	P	P	–	–	P	P	–	CUP
Family Day Care Home, Small	P	P	P	P	P	–	P	P	P	CUP	P
Family Day Care Home, Large	A	P	CUP	CUP	CUP	–	CUP	CUP	P	CUP	CUP

Downtown SP	DT-1			DT-2	DT-3	DT-4	DT-5	DT-6	DT-7	DT-9	DT-10	DT-11
High Efficiency Residential Units*	–			–	–	P/CUP	–	P/CUP	P/CUP	P/CUP	–	–

*includes a room or group of internally connected rooms that have independent sleeping, cooking, eating and sanitation facilities, which constitutes an independent housekeeping unit, occupied by or intended for one household on a long-term basis.

Principally permitted use, designated as “P”

Conditionally permitted use, designated as “CUP”

Administratively permitted use, designated as “A”

Primary use types not listed or designated by a dash (–) are not permitted in that zone district.

Table X-34 | Inventory of MP Zone Sites (EXISTING)

Site #	Existing Use	Acreage	Potential Availability
1	Self-storage, auto repair and storage	18.68	Reuse
2	Single-family residence, County services building, light manufacturing, automotive	16.58	Reuse, some vacant
3	Vacant lots, single-family residential, commercial, light industrial	6.58	Reuse, some vacant
4	Auto sales and service, office, light industrial, vacant lots	27.46	Reuse, some vacant

Table X-35 | Permit Processing Timelines (EXISTING)

Application	Time Frame
Single-Family Project	10–12 weeks for construction plan check
Multi-Family Project	12 weeks for design review + 10–12 weeks for construction plan check
Administrative Permit	Approved by the Planning Director. Processing time 4–6 weeks.
Conditional Use Permit	Public hearing before Planning Commission. Processing time between 8 and 12 weeks.
Design Review Permit	Public hearing before Design Committee or Planning Commission. Processing time about 12 weeks. (note: A design review permit is required for MF development but is not a separate entitlement.)
Flood Encroachment Permit	Public hearing before Planning Commission. Processing time between 8 and 12 weeks.
Major Project Permits	Public hearing before Planning Commission for processing Stage 1 (Preliminary Development Plan), Stage 2 (Architectural and Landscaping Plan), staff approval of Stage 3 (Final Plans). Processing time 16–20 weeks.
Tentative Subdivision Maps	Public hearing before Planning Commission. Processing time is between 8 and 10 weeks.
Design Review Permits for Residential Subdivisions	Should be obtained concurrent with or following processing an application for a tentative residential subdivision map or as a separate permit when modifying existing design standards. Public hearing before Planning Commission. Processing time 8–10 weeks (usually tracks concurrent with SUBD).
Grading Plan/Permits	Planning Director approval for minor grading plans, or public hearing before Planning Commission for major grading plans. Processing time is between 4 and 8 weeks.
Tree Permits	Planning Director approval of Administrative Tree Permits or public hearing before Planning Commission or Design Committee if the tree is associated with a design review permit. Processing time between 8 and 12 weeks.
Variance	Public hearing before Planning Commission or Design Committee. Processing time between 8 and 12 weeks.
Rezone	Public hearing by both Planning Commission and City Council. Processing time is between 16 and 20 weeks.
General Plan Amendment	Public hearing by both the Planning Commission and City Council. Processing time between 16 and 20 weeks.
Specific Plan Amendment	Public hearing by both the Planning Commission and City Council. Processing time between 16 and 20 weeks.
Boundary Line Adjustment	Planning Director approval or public hearing before Planning Commission. Processing time between 6 and 8 weeks.

Table X-36 | Residential Fee Comparison By City

Fee/Tax	Roseville		Rocklin		Lincoln		Placer County		Elk Grove	
	SF	MF	SF	MF	SF	MF	SF	MF	SF	MF
Processing Fees										
Building Permit Fees	\$1,522	\$687	\$1,470	\$180	\$1,640	\$300	\$2,430	\$1,150	\$4,400	\$470
Plan Review Fee (Building & Planning)	\$977	\$750	\$1,070	\$130	\$1,060	\$190	\$1,180	\$480	\$70	
Long-Range Planning Fee			\$750						\$50	\$20
Strong Motion	\$47	\$15			\$20	\$10	\$30	\$10		
IT Recovery Fee									\$90	\$30
Other	\$10			\$130	\$30	\$30	\$700	\$330	\$150	\$80
Development Impact Fees										
Drainage	\$406	\$335	\$0	\$0	\$2,800	\$670	\$220	\$220	\$2,960	\$900
Health/Social Services	\$0	\$0	\$0	\$0	\$7,180	\$5,200	\$0	\$0	\$0	\$0
Affordable Housing Admin							\$100	\$80	\$0	\$0
Library							\$1,240	\$990	\$0	\$0
Public Facilities	\$4,385	\$2,209	\$6,610	\$3,900	\$1,900	\$1,340	\$3,720	\$2,650	\$2,430	\$1,720
Fire	\$1,134	\$370	\$0	\$0	\$0	\$0	\$1,470	\$570	\$1,730	\$1,140
Parks/Open Spaces	\$5,239	\$2,506	\$2,700	\$2,370	\$450	\$320	\$4,040	\$2,940	\$0	\$0
Solid Waste	\$410	\$140	\$0	\$0	\$90		\$0	\$0	\$0	\$0
Roadway	\$3,070	\$1,885	\$5,690	\$3,860	\$1,390	\$4,230	\$4,890	\$3,000	\$7,050	\$4,910
Sewer (Reg & Local)	\$6,857	\$6,857	\$9,030	\$9,030	\$8,460	\$6,760	\$8,600	\$8,600	\$10,450	\$6,340
Water	\$6,551	\$6,550	\$16,210	\$9,180	\$17,890	\$16,230	\$16,210	\$9,180	\$14,310	\$8,550
Other	\$180	\$50	\$2,460	\$910	\$570	\$520	\$0	\$0	\$0	\$0
Plan Area Impact Fees										
Parks		\$1,800	\$3,820	\$2,210			\$8,150	\$6,040	\$13,270	\$8,850
Admin							\$890	\$660		
General Fund Contribution	\$1,060	\$700								
Public Benefit Fee	\$1,280	\$845								
Air Quality Fee	\$220	\$190								
Corporation Yard							\$2,030	\$1,500		
Government Center							\$1,170	\$870		
Police							\$830	\$610		
Fire							\$1,030	\$1,030		
On-Site Right-of-Way							\$1,410	\$1,040		
Transit	\$60	\$60					\$570	\$450		
Roadway	\$180	\$175	\$2,560	\$1,670						
Water	\$150	\$13								
School Impact Fee										
School District #1	\$4,720	\$5,860	\$6,530	\$2,520	\$9,260	\$3,580	\$7,630	\$2,950	\$9,500	\$3,670
School District #2	\$7,213	\$3,250								
CFD and Special Taxes										
Infrastructure CFD	\$21,400	\$8,230	\$23,090	\$1,080					\$22,360	\$14,910
School CFD			\$9,670	\$4,930	\$17,310	\$6,690			\$2,700	\$1,620
Developer Contribution	\$7,140	\$5,000					\$21,170	\$14,820		
Total	\$74,211	\$48,477	\$91,660	\$42,100	\$70,050	\$46,070	\$89,710	\$60,170	\$96,060	\$55,470

Table X-39 | Residential Fee Comparison By Jurisdiction

2020 Fee/Tax	Roseville		Rocklin		Folsom ⁵		Placer County		Rancho Cordova	
	SF	MF	SF	MF	SF	MF	SF	MF	SF	MF
Transportation	5,016	3,110	6,589	4,123	10,057	6,731	7,598	0	10,479	6,821
Capital improvement fees	3,250	2,167			3,311	3,355	4,603	3,305	4,053	3,170
Water connection	9,644	3,857	17,405	7,736	4,262	2,750	3,717	3,717	17,601	13,200 ⁶
Sewer connection	371	371	12,051	12,051	1,052	823	10,519	10,519		
Fire	1,165	1,165					1,940	825	917	1,663
Police/Public Safety									450	450
Recreation/Parks-Citywide parks/rec	2,345	3,155	2,696	2,217	6,900	4,584	4,785	3,480	1,500	1,500
Recreation/Parks-Neighborhood parks / other park	1,255	810			706					
Other (1)			292	116	1,052	823	224	224	175	356
Other (2)			7,103	4,774	1,017	1,017			13,303	912
Other (3)					377	406				
Other (4)					5,400					
School District ⁷			4,080	4,080	45	45	7,880	3,349		
Total	23,046	14,635	50,216	35,097	34,179	20,534	41,266	25,419	48,478	28,072

Table X-40 | Planning Entitlement Fees, 2021 (NEW)

Entitlement (Application Type)	Fixed Fees	Full-Cost Deposit
Appeals		
1. Planning Director's Decision	\$1,553	
2. PC/DC Decision to City Council	\$1,454	
Annexations		
1. Annex/PZ/Detach/SOI		\$20,000
DEVELOPMENT AGREEMENTS (DA)		
1. Adoption of DA		\$20,000
2. Amendment of DA		\$20,000
3. Associated with Affordable Housing	\$2,829	
4. Associated with Single Topic Item	\$6,402	
5. Development Agreement Review / Compliance Fee	\$1,814	
ENVIRONMENTAL REVIEW		
1. Exemption WITHOUT Initial Study	\$394	
2. Exemption WITH Initial Study	\$962	
3. Negative Declaration	\$1,477	
4. Mitigated Negative Declaration		
5. EIR Deposit		\$20,000
GENERAL PLAN AMENDMENT (GPA)		
1. GPA 10 Acres or Less Map/Text		\$10,000
2. GPA 10+Acres, Map/Text		\$17,000
3. GPA – Text Policy Amend		\$15,000
PUBLIC UTILITY EASEMENT ABANDONMENT		

Table X-40 | Planning Entitlement Fees, 2021 (NEW)

Entitlement (Application Type)	Fixed Fees	Full-Cost Deposit
1. Summary Vacation	\$3,270	
2. General Vacation	\$4,880	
SPECIFIC PLAN AMENDMENT (SPA)		
1. SPA Adoption, Map/Text		\$30,000
2. SPA 10 Acres or Less, Map/Text		\$10,000
3. SPA 10+ Acres, Map/Text		\$20,000
4. SPA Text/Policy Deposit		\$15,000
SUBDIVISIONS/CONDOMINIUMS		
1. Grading Plan/Minor	\$3,407	
2. Grading Plan/Major		\$8,000
3. Lot Line Adjustment	\$3,407	
4. Extension to a Tentative Map	\$3,407	
5. Voluntary Merger	\$3,407	
6. Reversion to Acreage	\$4,975	
7. Minor Modification to a Tentative Map		\$2,000
8. Major Modification to a Tentative Map		\$10,000
9. Tentative Parcel Map with 4 or fewer Lots		\$6,000
10. Tentative Map, 5 through 99 Lots		\$11,000
11. Tentative Map, 100 through 499 Lots		\$16,000
12. Tentative Map, 500+ Lots		\$24,000
ZONING ORDINANCE ENTITLEMENTS		
1. Administrative Permit	\$1,361	
2. Conditional Use Permit (CUP)		\$9,000
3. CUP Modification		\$5,000
4. CUP Extension	\$6,047	
5. CUP Vernon St & Historical District only	\$1,549	
6. Design Review Permit (DRP)		\$8,000
7. Design Review Permit Modification		\$5,000
8. DRP Extension	\$5,468	
9. Minor DRP	\$230	
10. DRP – Additions or New Constructions (DTSP Only)	\$230	
11. DRP – Façade Improvements (DTSP only)	\$230	
12. DRP – Predesign (DTSP only)	\$230	
13. DRP – Residential Subdivision w/other Permit	\$6,047	
14. Flood Encroachment Permit		\$8,000
15. MPP Stage 1 or Stages 1 & 2		\$20,000
16. MPP Modification		\$7,000
17. MPP Stage 2, Extend of Stage 1 &/or 2		\$7,000
18. MPP Administrative Modification	\$1,770	
19. Planned Development Permit		\$11,000
20. TP Admin – Approved at Public Counter	\$226	
21. TP – Req. Public Hearing for SFD or 10 trees/less	\$4,082	
22. TP – Req. Public Hearing for DRP/TM or 11+ trees	\$6,284	
23. Administrative Variance	\$1,360	
24. Variance to Develop Standards Req. Public Hearing	\$4,554	
25. Variance to Parking Standards	\$5,728	

Table X-40 | Planning Entitlement Fees, 2021 (NEW)

Entitlement (Application Type)	Fixed Fees	Full-Cost Deposit
26. Zoning Clearance	\$156	
27. Zoning Interpretation – Hearing Req	\$3,610	
28. Zoning Interpretation – Non-Hearing Item	\$141	
ZONING ORDINANCE AMENDMENTS		
1. Ordinance Text Amend (Zoning, Subd, Sign)		\$10,000
2. Zoning Map Change (RZ) 10 Acres or LESS		\$10,000
3. Zoning Map Change (RZ) 10+ Acres		\$17,000

Attachment 4

Redlined Adoption Draft 2021 Housing Element

Due to length, the document is available online at the link below, or at www.roseville.ca.us/HousingElementUpdate on the Documents tab.

View the Redlined Adoption Draft of the 2021 Housing Element:

https://www.roseville.ca.us/cms/One.aspx?pageId=16922256&portalId=7964922&utm_medium=email&utm_source=govdelivery

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF HOUSING POLICY DEVELOPMENT**

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June 15, 2021

Mike Isom, Director
Development Services Department
City of Roseville
311 Vernon Street
Roseville, CA 95678

Dear Mike Isom:

RE: Review of the City of Roseville's 6th Cycle (2021-2029) Draft Housing Element

Thank you for submitting the City of Roseville's (City) draft housing element update received for review on April 16, 2021, along with revisions received on May 17 and May 28, 2021. Pursuant to Government Code section 65585, subdivision (b), the California Department of Housing and Community Development (HCD) is reporting the results of its review. Our review was facilitated by communications with Lauren Hocker, Senior Planner, and Trisha Isom, Housing Manager. In addition, HCD considered comments from Sacramento Housing Alliance pursuant to Government Code section 65585, subdivision (c).

The draft element addresses many statutory requirements; however, the following revisions will be necessary to comply with State Housing Element Law (Article 10.6 of the Gov. Code).

1. *Affirmatively further(ing) fair housing in accordance with Chapter 15 (commencing with Section 8899.50) of Division 1 of Title 2. The program shall include an assessment of fair housing... (Gov. Code, § 65583, subd. (c)(10)(A)).*

Promote and affirmatively further fair housing opportunities and promote housing throughout the community or communities for all persons regardless of race, religion, sex, marital status, ancestry, national origin, color, familial status, or disability, and other characteristics protected by the California Fair Employment and Housing Act (Part 2.8 (commencing with Section 12900) of Division 3 of Title 2), Section 65008, and any other state and federal fair housing and planning law. (Gov. Code, § 65583, subd. (c)(5).)

Affirmatively Furthering Fair Housing: The element includes a variety of information and analysis related to affirmatively furthering fair housing;

however, additional information is necessary to address this requirement, as follows:

- *Access to Opportunity*: The element should analyze trends and patterns at a local and regional level related to transportation and environmental quality.
 - *Disproportionate Housing Needs*: The element should analyze trends and patterns at a local and regional level related to substandard housing and homelessness needs.
 - *Goals and Actions*: The element must be revised to add or modify goals and actions based on the outcomes of a complete analysis described above. Goals and actions must specifically respond to the analysis and identified and prioritized contributing factors to fair housing issues and must be significant and meaningful enough to overcome identified patterns and trends. Actions must have metrics and milestones as appropriate and address housing mobility enhancement, new housing choices and affordability in high opportunity areas, place-based strategies for community preservation and revitalization and displacement protection.
2. *An inventory of land suitable and available for residential development, including vacant sites and sites having realistic and demonstrated potential for redevelopment during the planning period to meet the locality's housing need for a designated income level, and an analysis of the relationship of zoning and public facilities and services to these sites. (Gov. Code, § 65583, subd. (a)(3).)*

Identify actions that will be taken to make sites available during the planning period with appropriate zoning and development standards and with services and facilities to accommodate that portion of the city's or county's share of the regional housing need for each income level that could not be accommodated on sites identified in the inventory completed pursuant to paragraph (3) of subdivision (a) without rezoning, and to comply with the requirements of Section 65584.09...(Gov. Code, § 65583, subd. (c)(1).)

Realistic Capacity: The element discusses that a non-residential zone (CMU) does not require residential development, but usually residential is built on site or on another residential site. As a result, the calculation of capacity should account for the likelihood of residential not occurring on non-residentially zoned sites.

Large Sites: Sites larger than 10 acres in size are deemed inadequate to accommodate housing for lower-income households unless analysis demonstrates their suitability. To address this requirement, the City conferred with affordable developers and ultimately identified challenges in developing larger sites. To address these challenges, the element includes Program 16 to prioritize affordable housing, including streamlining lot line adjustments. However, the program should clearly commit to non-discretionary and over-the-counter lot line adjustments, and given the importance of these sites, the

program should include regular evaluation of the effectiveness of the program and commitment to additional actions such as identifying other sites by a date certain.

Nonvacant Sites: The element identifies nonvacant or underutilized sites and includes various strategies to promote their development, including catalyst sites with conceptual plans, parking and land use strategies and various improvements to enhance redevelopment. However, the element should expand the discussion of the extent existing uses impede additional development. For example, the element could discuss past experience converting existing uses to higher density residential development; current market demand for the existing use; analysis of existing leases or other contracts that would perpetuate the existing use or prevent additional residential development; development trends and market conditions.

Programs: As noted in the findings above, the element requires a complete analysis of the sites inventory. Depending upon the results of that analysis, the City may need to revise or add programs to demonstrate adequate sites to accommodate the regional housing need allocation.

3. *An analysis of potential and actual governmental constraints upon the maintenance, improvement, or development of housing for all income levels... including land use controls, building codes and their enforcement, site improvements, fees and other exactions required of developers, and local processing and permit procedures. (Gov. Code, § 65583, subd. (a)(5).)*

Address and, where appropriate and legally possible, remove governmental and nongovernmental constraints to the maintenance, improvement, and development of housing, including housing for all income levels and housing for persons with disabilities... (Gov. Code, § 65583, subd. (c)(3).)

Housing for Persons with Disabilities: The element notes that larger group homes for seven or more persons are subject to a conditional use permit. While the element states larger group homes have different needs and that the use permit allows the City to work with applicants, it must also identify and analyze decision-making criteria for impacts on approval certainty and objectivity and include programs as appropriate.

4. *Establish the number of housing units, by income level, that can be constructed, rehabilitated, and conserved over a five-year time frame. (Gov. Code, § 65583, subd. (b)(1 & 2).)*

The element includes quantified objectives by income group and activity, including conservation objectives (Table X-1). However, these objectives could be expanded. For example, the quantified objectives could be supplemented by objectives described on page X-63 regarding housing choice vouchers, energy conservation programs, and the shared housing program.

5. *Analyze any special housing needs such as elderly; persons with disabilities, including a developmental disability; large families; farmworkers; families with female heads of households; and families and persons in need of emergency shelter. (Gov. Code, § 65583, subd. (a)(7).)*

While the element includes a general discussion of large households, including housing stock with larger bedrooms, it must also analyze large households by tenure (i.e., renters and owners). In addition, the element should analyze county level housing needs for permanent and seasonal farmworkers. The element should utilize this information to better inform policies and programs.

6. *The housing element shall contain programs which assist in the development of adequate housing to meet the needs of extremely low-, very low-, low- and moderate-income households. (Gov. Code, § 65583, subd. (c)(2).)*

The element must include programs with proactive and specific efforts to assist in the development of housing for extremely low-income households and households with special needs; persons experiencing homelessness; farmworkers; persons with disabilities, including developmental; and elderly. Efforts should involve proactive and regular outreach to developers of affordable housing and should utilize incentives including financial and other resources. This requirement could potentially be addressed by expanding on the existing Program 19 (Federal and State Programs).

The element will meet the statutory requirements of State Housing Element Law once it has been revised to comply with the above requirements.

As a reminder, the City's 6th cycle housing element was due May 15, 2021. As of today, the City has not completed the housing element process for the 6th cycle. The City's 5th cycle housing element no longer satisfies statutory requirements. HCD encourages the City to make revisions to the element as described above, adopt, and submit to HCD to regain housing element compliance.

To remain on an eight-year planning cycle, the City must adopt its housing element within 120 calendar days from the statutory due date of May 15, 2021 for Sacramento Area Council of Governments (SACOG) localities. If adopted after this date, Government Code section 65588, subdivision (e)(4), requires the housing element be revised every four years until adopting at least two consecutive revisions by the statutory deadline. For more information on housing element adoption requirements, please visit our website at: http://www.hcd.ca.gov/community-development/housing-element/housing-element-memos/docs/sb375_final100413.pdf.

Pursuant to Government Code section 65583.3, subdivision (b), the City must utilize standards, forms, and definitions adopted by HCD when preparing the sites inventory. Please see HCD's housing element webpage at <https://www.hcd.ca.gov/community-development/housing-element/index.shtml#> element for a copy of the form and

instructions. The City can reach out to HCD at sitesinventory@hcd.ca.gov for technical assistance. Please note, upon adoption of the housing element, the City must submit an electronic version of the sites inventory with its adopted housing element to sitesinventory@hcd.ca.gov.

Public participation in the development, adoption and implementation of the housing element is essential to effective housing planning. Throughout the housing element process, the City must continue to engage the community, including organizations that represent lower-income and special needs households, by making information regularly available while considering and incorporating comments where appropriate.

HCD understands the City made the housing element available to the public well prior to submittal; however, HCD further understands that document did not contain all portions of the housing element. By not providing an opportunity for the public to review and comment on the entire draft of the element in advance of submission to HCD, the City has not yet complied with statutory mandates to make a diligent effort to encourage the public participation in the development of the element and it reduces HCD's ability to consider public comments in the course of its review. The availability of the document to the public and opportunity for public comment prior to submittal to HCD is essential to the public process and HCD's review. The City must proactively make future revisions available to the public, including any commenters, prior to submitting any revisions to HCD and diligently consider and address comments, including making revisions to the document where appropriate. HCD's future review will consider the extent the revised element documents were circulated and how the City solicited, considered, and addressed public comments in the element. The City's consideration of public comments must not be limited by HCD's findings in this review letter.

HCD appreciates the hard work and dedication of Lauren Hocker, Senior Planner and Trisha Isom, Housing Manager, in preparation of the City's housing element and looks forward to receiving the City's adopted housing element. If you have any questions or need additional technical assistance, please contact Divya Ram, of our staff, at Divya.Ram@hcd.ca.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Shannan West". The signature is fluid and cursive, with the first name "Shannan" written in a larger, more prominent script than the last name "West".

Shannan West
Land Use & Planning Unit Chief



RESPONSE TO HCD FINDINGS LETTER (DATED JUNE 15, 2021)

The City has provided the complete text of HCD comments in *italics* and grey background, followed by an explanation of edits made to the Housing Element in response.

1. *"Affirmatively further(ing) fair housing in accordance with Chapter 15 (commencing with Section 8899.50) of Division 1 of Title 2. The program shall include an assessment of fair housing... (Gov. Code, § 65583, subd. (c)(10)(A)).*

Promote and affirmatively further fair housing opportunities and promote housing throughout the community or communities for all persons regardless of race, religion, sex, marital status, ancestry, national origin, color, familial status, or disability, and other characteristics protected by the California Fair Employment and Housing Act (Part 2.8 (commencing with Section 12900) of Division 3 of Title 2), Section 65008, and any other state and federal fair housing and planning law. (Gov. Code, § 65583, subd. (c)(5).)"

Affirmatively Furthering Fair Housing: The element includes a variety of information and analysis related to affirmatively furthering fair housing; however, additional information is necessary to address this requirement, as follows:

- *Access to Opportunity: The element should analyze trends and patterns at a local and regional level related to transportation and environmental quality.*

The City has added two new maps to the Fair Housing Assessment section displaying transportation and environmental quality data (Figure X-16 and X-17), and has also added supporting analysis. The new analysis text is shown below.

Access to Transportation

HUD has developed the Low Cost Transportation Index, which estimates the percentage of income that residents use to pay for transportation. The higher an area's index score, the lower the cost of transportation, which can be influenced by factors such as access to public transportation, housing density, and proximity of employment centers and other services. As a whole, Roseville has an average score of 62, meaning it has lower transportation costs than 62 percent of the nation. In comparison, the average score for California is 66, while the average score for Placer County is 53, meaning Roseville has higher costs than the statewide average, but lower costs than the rest of Placer County. As shown in Figure X-16, the parts of Roseville that are nearest to I-80, the multimodal transit station (which includes Greyhound, local bus, commuter bus, and Amtrak service), and State Highway 65 have higher index scores (59–78) than the rest of the city and therefore lower transportation costs. Costs could also be lower because these areas are in closer proximity to services and employment centers like the Westfield Galleria at Roseville. In contrast, there are lower scores in the western portion of the city (40–58) and southeastern corner (21–39). These areas are further away from employment centers, and the western area of the City is in a newly developing area where transit options and frequency are currently lower.

Environmental Conditions

Lower-income housing and racially segregated communities are disproportionately impacted by a combination of locational factors such as proximity to landfills, freeways, industrial areas, and other

toxins and pollutants. A 2016 report entitled “Poverty Concentration and the Low Income Housing Tax Credit (LIHTC): Effects of Siting and Tenant Composition” studied whether nationally the LIHTC affects the concentration of poverty. The study examined who lives in tax credit developments in different neighborhoods, and how neighborhoods and metropolitan areas change after LIHTC developments are built. The study concluded that the distribution of affordable housing has been disproportionately developed in neighborhoods with predominantly Non-White communities, poor environmental conditions, and high poverty rates which thereby reinforce poverty concentration and racial segregation in low opportunity and low resource areas. The links between health and housing strongly indicate that improved housing and neighborhood environments could lead to reductions in health disparities.

TCAC and HCD measured environmental opportunity using the exposure, pollution burden, and environmental effect indicators used in California’s Office of Environmental Health Hazard Assessment CalEnviroScreen 3.0 tool. CalEnviroScreen 3.0 is a statewide risk assessment tool that measures the cumulative impacts of multiple sources of pollution. As shown in Figure X-17, the City of Roseville has moderately positive environmental scores. The areas in and surrounding the central core of the City, had the lowest environmental scores (less than 0.25) indicating the least positive environmental conditions. This is likely due to the presence of the Union Pacific Railroad tracks and the railyard in this area, which are associated with lowered air quality. Other portions of the City had lower environmental scores of 0.25 to 0.50 and are shown in yellow on the map. This includes the large area to the west of Fiddymont Road, which is home to the Pleasant Grove Waste Water Treatment facility. The highest scoring neighborhoods in the western areas of the City are west of Foothills Boulevard and north of Junction Boulevard. In the eastern City, the areas with the greatest environmental scores are east of Sunrise Avenue.

POTENTIAL EFFECT ON ACCESS TO OPPORTUNITY

The TCAC/HCD Opportunity Area map for 2021 shows that the central area of the City is the area of lowest opportunity, and that areas of high and highest opportunity area found away from the core, on the eastern and western sides of the City. However, when this composite score is broken into its component parts—educational scores, proximity to jobs, access to transportation, and environmental scores—it becomes apparent that some of these factors are at odds. The central area of the City has lower educational scores and more environmental burden, but is also the area of the City with the highest proximity to jobs and the greatest access to transportation. The western edge of the City has higher educational scores and lower environmental burden, but because it is newly developing has lower access to transportation and lower jobs proximity.

Proximity to jobs and access to transportation are critical issues for lower income families, and focusing all lower income development into areas of overall high opportunity will direct development away from these areas. Development in infill areas is also a key environmental and sustainability strategy, because it reduces sprawl and creates more walkable communities.

On the other hand, over time as the western edge of the City develops further and more population is added, additional transit options will be developed consistent with the City’s transit master plan and additional job centers will be developed in the City’s tech and business park land uses in those areas. It is vital to ensure housing affordable to lower income families is an integrated part of those future conditions.

An analysis of the TCAC/HCD Opportunity Area map for 2021 found that more than 90 percent of the City’s existing affordable housing and future inventory, both in total and within each income category, is within areas designated as “high resource” or “highest resource” (see Figure X-26), which means that the vast majority of new housing built in the city will offer future households access to areas of opportunity. A small proportion of the sites in the existing inventory are located in census tracts in the central city, which are mostly categorized as moderate or low resource.

However, recognizing the importance of infill the City's rezone program (Program 14) also includes the Commercial Corridors and Infill strategies. These strategies will focus infill and revitalization strategies within the areas of the City with the greatest proximity to jobs and transportation options. While the City's Housing Element focuses the vast majority of its existing and proposed inventory within areas of high opportunity, it also reflects the need to include housing opportunities in areas of existing jobs proximity and transportation opportunity.

- *Disproportionate Housing Needs: The element should analyze trends and patterns at a local and regional level related to substandard housing and homelessness needs.*

The City has augmented the Disproportionate Housing Needs subsection of the Fair Housing Assessment to include a new Housing Condition analysis. The analysis considers the data from the Housing Condition Survey (Figure X-1) and relates that information to demographic data, the maps of opportunity, and other indicators. The City has also augmented the Homelessness subsection of the Special Needs Group section to include data on the demographics of unsheltered individuals and an analysis of how those demographics compare to the total population and to the demographics of people receiving service at shelters. The edits are shown in **bold, underlined** text below.

Housing Condition

The Housing Condition Survey (see Figure X-1) examined houses within neighborhoods which were developed before 1980, as these homes are more than 40 years old and would require maintenance in order to avoid visible deterioration. The majority of units (72%) were found to be in sound condition, 21% needed minor repairs, 6.5% required moderate repairs, and 0.5% needed substantial rehabilitation. Although the survey identified that 7% of homes need moderate repairs or better, which is relatively low, this need is located in areas with other burden factors. The City's older neighborhoods with homes built prior to 1980 are located in the south central area of the City, which is the area of the City with the highest concentration of poverty, a large concentration of Hispanic households, a high level of housing cost burden (over 58 percent of households in that census tract are burdened), and there are two low resource areas. For these reasons, the City has focused several programs in this area of the City, including the City's Housing Rehabilitation Program, First-Time Homebuyer Program, and Community Block Grant funds.

Homelessness

People struggling with homelessness have complex, multiple needs and require integrated and coordinated services. A lack of affordable housing can make it difficult for families to move from shelters and temporary supportive housing into permanent housing and puts many low-income families at risk of becoming homeless as well. It is difficult to estimate the number of individual households and households with children who are at risk of becoming homeless. It can be assumed that those most at risk are lower-income households with severe cost burden (households pay more than 50% of their income for housing costs).

Each January Placer County and its partners participate in the annual Point in Time Count and interview homeless individuals. A point-in-time count is simply a snapshot reflecting those persons identified as homeless for one night and is not an absolute number. Many people move in and out of homelessness throughout a year. According to the 2020 count, the City of Roseville had 197 homeless persons. Most, 73 percent, said they lived in Placer County at least one year before becoming homeless. The infographic below provides information regarding homeless persons within Placer County. As shown, the number of homeless individuals counted in Roseville has been consistently dropping over the past several years. The 2021 count was not conducted due to safety concerns related to COVID-19, but it is expected there has been an increase in the number of

homeless individuals resulting from COVID-19 impacts. The analysis below is based on the 2020 count, since that is the most recent complete data set.

When applying an equity lens to homelessness there are two key questions to ask: whether certain racial or ethnic populations are disproportionately affected by homelessness and whether racial or ethnic populations are receiving shelter services equitably. The evaluation below compares the percentage of a racial or ethnic population as it relates to: the total population, the homeless population, and the homeless population receiving shelter services. If populations were not disproportionately affected and services are evenly distributed, then the percentage of the total population, homeless population, and sheltered population for each racial or ethnic group should closely align¹.

Table X-18 | Homeless Population Demographics

Race or Ethnicity	% of Total Population	% of Homeless Population	% of Sheltered ¹ Population
Placer County			
American Indian or Alaska Native	0.3%	4.7%	4.4%
Asian	6.8%	1.2%	1.2%
Black or African American	1.4%	8.5%	12.1%
Hispanic/Latino	13.6%	13.8%	15.9%
Multiple Races	3.7%	2.4%	5.6%
Native Hawaiian or Other Pacific Islander	0.1%	0.4%	0.6%
White	73.8%	80.2%	76.1%
City of Roseville			
American Indian or Alaska Native	0.2%	2.5%	8.1%
Asian	10.0%	1.0%	2.5%
Black or African American	1.7%	8.6%	18.1%
Hispanic/Latino	15.2%	13.7%	13.8%
Multiple Races	4.1%	9.1%	4.4%
Native Hawaiian or Other Pacific Islander	0.2%	1.0%	0%
White	68.5%	65.0%	28.8%

Source: 2020 Point in Time Count and 2013 to 2017 ACS 5-Year Estimates. Total homeless population is 744 people and total sheltered population is 405 people.

1. "Sheltered" means people who are homeless and receiving housing from an emergency, transitional, or safe haven shelter.

At both the county and local level there are variances between population-level demographics and homeless population demographics. Some of these figures seem like small variances—for example the Native Hawaiian or other Pacific Islander community is 0.1 percent of the Placer County population and 0.4 percent of the homeless population, which is only an increase of 0.3 percent. However, this means that this group is overrepresented in the homeless population by a factor of four times. At the County level the most disproportionately impacted communities are the American Indian or Alaskan Native community, which is overrepresented by a factor of sixteen times; the Black or African American community, by a factor of six times; and the Native Hawaiian or other Pacific Islander community, by a factor of four times.

When examining those receiving services at a shelter, there are two populations receiving shelter at disproportionately lower rates, though the disproportionality is relatively low. The American Indian or Alaskan Native community and the white population accessing shelter services are both underrepresented by a factor of one time.

¹ That is if a particular group is 50% of the total population, then that group should make up close to 50% of the homeless population and 50% of the sheltered population.

At the local (Roseville) level homelessness disproportionately impacts the American Indian or Alaskan Native community, by a factor of thirteen times; the Black or African American community, by five times; and the Native Hawaiian or other Pacific Islander community, by five times. The most disproportionately impacted communities at the County level remain the most impacted in Roseville, but the degree of the impact is slightly reduced.

In response to the patterns and trends observed above, the City's Homeless Prevention and Rapid Rehousing program (Program 12 and Program 20) has been amended to include annual monitoring to determine whether the funding is being equitably distributed, and commit to making funding adjustments if not. The Fair Housing Program (Program 27) also includes monitoring of the demographics of the beneficiaries of housing and service programs, and includes meeting monthly with non-profits and local stakeholders to share regional resources and ensure equitable distribution of resources.

While the Hispanic or Latino community is, based on the analysis above, not disproportionately affected by homelessness or underrepresented in accessing shelter services, it is important to consider that this homeless population may be undercounted. The Latino Leadership Council conducts grassroots outreach to the Latino community, which includes outreach and assistance activities for people struggling with homelessness. During Housing Element outreach, the Latino Leadership Council indicated that fear of being questioned about immigration status inhibits people from seeking services, and that many members of the Latino community hide or avoid contact during homelessness surveys. This fear impacts both documented and undocumented individuals, because people struggling with homelessness or other housing insecurity may simply not have access to their documentation.

In response to this feedback, the City invited the Latino Leadership Council to join the monthly coordination meetings for homeless outreach organizations, added the Latino Leadership Council to the City's list of homeless support service organizations, contacted service agencies and provided a confirmed list of support organizations that affirmed they do not ask about immigration status, and provided the Latino Leadership Council with contact information for the City's Social Services Unit to improve coordination in the field. The City's Homeless Outreach program also emphasizes building trust within communities where distrust is widespread and acts as a barrier to accessing services.

- Goals and Actions: The element must be revised to add or modify goals and actions based on the outcomes of a complete analysis described above. Goals and actions must specifically respond to the analysis and identified and prioritized contributing factors to fair housing issues and must be significant and meaningful enough to overcome identified patterns and trends. Actions must have metrics and milestones as appropriate and address housing mobility enhancement, new housing choices and affordability in high opportunity areas, place-based strategies for community preservation and revitalization and displacement protection.*

The City made further revisions to programs throughout the Housing Element. The City also added a new chart at the end of the Fair Housing Assessment section that states the identified fair housing issue and describes the responsive programs. The chart is included below. Programs which were modified to include a fair housing lens include Programs 1, 6, 9, 12, 16, 19, 20, 22, 23, and 27. These programs are included as Attachment 1 to this letter, with the responsive text in blue.

Fair Housing Issue

Responsive Programs

The south central area of the City is a disadvantaged community area, because the area has multiple overlapping fair housing issues. The area has a concentration of poverty, overcrowding, low opportunity, less positive education outcomes, and other disadvantage, combined with a higher concentration of disability, female-headed households, and people of color.	Broadly speaking, the City has undertaken two approaches to this issue: focusing supportive and assistive programs into disadvantaged community areas and increasing housing opportunities within high opportunity areas of the City. The City has included implementation language within various programs which focuses those programs into disadvantaged communities within the City, including the Owner Occupied Rehabilitation Program (a component of Program 1), which provides grants for home improvements to low-income households in disadvantaged community areas; the First Time Home Buyer Program (a component of Program 1), which provides down-payment assistance to low-income households and has an outreach focus in disadvantaged communities; the City's In-Lieu Fees (Program 9) and gap funding (Program 12), which prioritize disbursement of funds to projects within high opportunity areas or areas at risk of displacement; Community Block Grant funds (a component of Program 19), the outreach for which is directed to disadvantaged communities and provides deferred loans and grants to low income households to use for home improvements; and per the Fair Housing program (Program 27) the City will meet monthly with non-profits and local stakeholders to share regional resources and ensure equitable distribution of resources. The City has included implementation language within various programs to increase housing choice in areas of high opportunity, including the Specific Plan Areas process (Program 6), which requires all new planning area to designate 10% of the total units as affordable and distribute those sites evenly through the new planning area; the City's In-Lieu Fees (Program 9) and gap funding (Program 12), which prioritize disbursement of funds to projects within high opportunity areas or areas at risk of displacement; the City's Housing Choice Voucher program (Program 19), which includes outreach to multifamily property owners to ensure vouchers can be used in high opportunity areas of the City; and the City's Fair Housing program (Program 27) requires developers receiving public subsidies to use affirmative fair housing marketing practices and supports affordable housing in areas of high opportunity.
Homelessness disproportionately impacts certain racial or ethnic groups, and shelter services are not being accessed equitably.	Annual monitoring of Homeless Prevention and Rapid Rehousing Funding (Program 12 and Program 20) disbursement has been added to evaluate whether the funding is being equitably distributed, and commit to making funding adjustments if not. Per the Fair Housing program (Program 27) the City will regularly complete analysis of the characteristics of the beneficiaries of housing and service programs relative to the income-adjusted population and meet monthly with non-profits and local stakeholders to share regional resources and ensure equitable distribution of resources.
The City has multiple areas identified as sensitive to displacement.	The City's In-Lieu Fees (Program 9) and gap funding (Program 12) prioritize disbursement of funds to projects within high opportunity areas or areas at risk of displacement; the Owner Occupied Rehabilitation Program (a component of Program 1), which provides grants for home improvements to low-income households in disadvantaged community areas, is directed to geographic areas of the community at greatest risk of displacement.
Rates of homeownership are significantly higher within the white population than within other racial and ethnic communities.	The City has directed outreach for its First Time Home Buyer program (Program 1) into the area of the City with a higher proportion of communities of color.
Special needs groups such as seniors and people with disabilities are more likely to struggle with cost burden	The City's Home Investment Partnership Program (a component of Program 19) includes pursuing funds for affordable multifamily housing projects targeted to special needs groups such as seniors and those with disabilities, the Community Block Grant Funds (a component of Program 19) provides deferred loans and grants to seniors, persons with disabilities, and other special needs populations to use for home improvements; the City will revise the Zoning Ordinance to allow large community care homes with a staff-level Administrative Permit rather than a Use Permit (Program 28); the City has a shared housing policy allowing people with disabilities to use their voucher in housing shared with non-related people; and the City has multiple programs to reduce utility costs for low-income seniors and people with disabilities or medical devices (Program 35).
2. <i>"An inventory of land suitable and available for residential development, including vacant sites and sites having realistic and demonstrated potential for redevelopment during the planning period to meet the locality's housing need for a designated income level, and an analysis of the relationship of zoning and public facilities and services to these sites. (Gov. Code, §65583, subd. (a)(3).) Identify actions that will be taken to make sites available during the planning period with appropriate zoning and development standards and with services and facilities to accommodate</i>	

that portion of the city's or county's share of the regional housing need for each income level that could not be accommodated on sites identified in the inventory completed pursuant to paragraph (3) of subdivision (a) without rezoning, and to comply with the requirements of Section 65584.09...(Gov. Code, § 65583, subd. (c)(1).)"

***Realistic Capacity:** The element discusses that a non-residential zone (CMU) does not require residential development, but usually residential is built on site or on another residential site. As a result, the calculation of capacity should account for the likelihood of residential not occurring on non-residentially zoned sites.*

Additional analysis was performed for CMU sites, as shown in **bold, underlined** text below.

Typical mixed use developments in the City include either ground-floor retail with second and third floor apartments, or a small apartment building connected to or adjacent to retail. Typical density calculations do not apply in these instances, since the acreage is mixed between commercial and residential. However, in order to accommodate the allocated units plus commercial building area, the apartment sizes and designs are of necessity compact and correspond to apartments constructed at densities of 30 units to the acre and higher. While the City's CMU zone does not require construction of the allocated residential units, it is uncommon for these units to remain unbuilt, for financial reasons. There is a loss of potential revenue and in some Specific Plans there are implications for the financing plans when allocated units are simply unbuilt. **An evaluation of the City's developed/built sites which had been vacant sites zoned to permit both residential and commercial uses (CMU, Village Center, etc) finds that 100% of these sites have been developed with the allocated units. As a current example, a prospective applicant is currently discussing building housing on vacant CMU sites KT-40A and B in the Sierra Vista Specific Plan; the application is expected by the end of summer. The housing is anticipated to be market rate, so these sites have been included in the moderate income category of the City's inventory. In fact, the analysis found that the land use trend during the last housing cycle—a trend which is continuing—is for applicants to apply to rezone commercial property to residential uses.**

***Large Sites:** Sites larger than 10 acres in size are deemed inadequate to accommodate housing for lower-income households unless analysis demonstrates their suitability. To address this requirement, the City conferred with affordable developers and ultimately identified challenges in developing larger sites. To address these challenges, the element includes Program 16 to prioritize affordable housing, including streamlining lot line adjustments.*

However, the program should clearly commit to non-discretionary and over-the-counter lot line adjustments, and given the importance of these sites, the program should include regular evaluation of the effectiveness of the program and commitment to additional actions such as identifying other sites by a date certain.

The City has further modified Program 16 (Prioritize Affordable Housing) to explicitly state that the streamlining program will include ministerial lot line adjustments. The program has also been augmented to include ongoing monitoring of program effectiveness, with a commitment to make program improvements based on the recommendations of affordable housing developers if the program is failing to meet the stated goal. Edits to the program are shown in **bold, underlined** text below.

Program 16. Prioritize Affordable Housing

The City will prioritize the timely and efficient processing of affordable housing projects through various means, including via the City's ministerial approval process, prioritizing utility services for affordable projects, and providing support and assistance in securing grants and other financial subsidies. The City will also develop a phasing program for affordable housing sites, which will include streamlined processes for lot line adjustments, parcel maps, and similar entitlements which may be necessary to support construction and financing of affordable housing. **At minimum, the phasing program will provide for ministerial processing of lot line adjustments, voluntary mergers, and parcel maps.** The City will also investigate the development of fee reductions for

affordable housing projects. The City will annually track the use of Program 16 to determine its effectiveness, which will be evaluated based on the percent of affordable housing projects using the program, as well as the percent of large site property owners/developers using the program. The City will annually meet with affordable housing developers to discuss constraints to the production of affordable housing, and based on this feedback, commits to implementing program improvements to ensure the City meets its goal of 100% of affordable housing projects using the program.

Nonvacant Sites: The element identifies nonvacant or underutilized sites and includes various strategies to promote their development, including catalyst sites with conceptual plans, parking and land use strategies and various improvements to enhance redevelopment. However, the element should expand the discussion of the extent existing uses impede additional development. For example, the element could discuss past experience converting existing uses to higher density residential development; current market demand for the existing use; analysis of existing leases or other contracts that would perpetuate the existing use or prevent additional residential development; development trends and market conditions.

The Underutilized Land Inventory section and Table X-30 have been updated as shown below, with text changes shown in **bold, underlined** and ~~striktthrough~~ text and table changes shown in **bold**.

Underutilized Land Inventory

Over the last two decades the City of Roseville renewed its focus on revitalization of our older neighborhoods and commercial corridors, as well as encouraging the development of mixed use and High Density Residential (HDR) units in both the Riverside Gateway Specific Plan and the Downtown Specific Plan. [Previous discussion which used to be located here has been moved to a new Realistic Capacity subsection within the Underutilized Land Realistic Capacity section which follows Table X-30.] **Table X-30 displays all of the opportunity sites within the City's Downtown and Riverside Gateway Specific Plan with the highest potential capacity for residential development. Refer to the Underutilized Land Realistic Capacity discussion following the table for further details.**

[Table X-30 occurs here, but is included as Attachment 1 of this response to comments because it is in landscape view].

Realistic Capacity

The approach **described above** has resulted in significant success, with three 100% affordable apartment projects approved in **the planning area** ~~this area~~ in the last five years, **plus two market rate townhomes projects**. Two of **the affordable projects** ~~which~~ have been constructed (on Table X-20, Lohse Apartments and Main Street Apartments). **The three affordable apartment projects are all at densities in excess of 50 units per acre. The third affordable apartment project and the market rate townhomes are** ~~and the third of which is expected to begin construction in 2021 or 2022.~~ **The sites and their previous site constraints are described in the following:**

- **Lohse Apartments (623 Vernon Street): This site was under one acre and included multiple parcels, one of which contained a building housing an auto repair and paint shop, and another of which contained a U-Haul rental and building, along with associated parking areas. All of the existing uses (totaling 6,500 square feet of space) were demolished and the parcels were consolidated through a Voluntary Merger. The Lohse Apartments project is four stories and includes, one-, two-, and three-bedroom units as well as ground-floor non-residential space. Construction was completed in 2019.**
- **Main Street Apartments (300 Washington Boulevard): This site is approximately 1.5 acres and was minimally improved, with gravel and a few other small site improvements. The project included a Parcel Map and the abandonment of right-of-**

way on Pleasant Street. The Main Street Apartments project is a mix of three and four stories with one-, two-, and three-bedroom units, and includes ground-floor retail. Construction was completed this year.

- Junction Crossing Apartments (120 Pacific Street): This site is approximately 1.5 acres and included multiple parcels with a parking lot and mature landscaping. The project included a Parcel Map to merge and resubdivide the parcels. This is an 80-unit 100% affordable project, with construction anticipated to begin this year.
- Belvedere Townhomes (510 Lincoln): This site included multiple parcels containing a single-family home on one parcel and the 4,000 square-foot Belvedere Hotel on another. The project included a Tentative Subdivision Map and the demolition of both existing buildings. The approved project includes 18 townhomes and construction is anticipated to begin this year (demolition has been completed).
- Nevada Street Lofts (1007 Douglas Boulevard): This site includes multiple parcels and existing development includes a large chain link fence and one single-family home. The approved project included a General Plan Amendment from Business Professional to a High Density Residential land use designation, a Tentative Subdivision Map, a Design Review Permit, and a Tree Permit to build 22 townhomes. Construction is anticipated to begin next year.

All of the sites listed above are within the same market area as the sites listed in Table X-30, below. All but one of the sites were non-vacant, and required the demolition of parking lots, commercial buildings, and/or residential buildings or order to enable their construction. All of these sites also required parcel consolidation, and all of these projects have occurred within the past five years, showing significant market forces at work in these areas. The three affordable apartment projects are all at densities in excess of 50 units per acre. The success of these sites, three of which were identified in the City's 2013 Housing Element underutilized sites inventory, demonstrates the feasibility of development for the similar, nearby sites which are listed in Table X-30. In the past eight years, a total of six new private development projects have been approved in the City's downtown, and of those, five were housing projects. Therefore, there is an 80% calculated likelihood of a site redeveloping with housing, as opposed to a non-residential use.

The sites in the Riverside Gateway Specific Plan are all in the Commercial Mixed Use zone, which means density cannot be calculated by a simple division of units per acre; a portion of the site is expected to be non-residential. Density also cannot be expressed as a "maximum" or "minimum," because the plan has instead simply allocated a certain number of units to each property. For the purposes of planning, density has been expressed as the number of units realistically assumed divided by the total site acreage, but it is expected actual density would be higher, because some portion of the site may remain commercial. Based on this estimated land use density, the City's underutilized land supply provides capacity for 357 lower-income units and 42 moderate-income units.

In identifying the list of sites in Table X-30, the City has already gone through a process of evaluating sites in both plan areas and has included only those with the highest likelihood of developing with residential uses. The list is a conservative estimate of development potential in these planning areas, and it is expected that sites excluded from the list could also redevelop with housing. As an example, the Lohse Apartments site was not included in the 2013 Housing Element inventory but nonetheless it redeveloped with housing. The Downtown Specific Plan includes approximately 77 acres of land with a zoning designation that allows high density residential uses, but the table only assumes 5 acres (6%) of this area will be developed with housing. The Riverside Gateway Specific Plan includes approximately 29 acres of land with a Commercial Mixed Use zoning designation and approximately 8 acres of land with a multi-family residential zoning designation, while the table list below assumes only 6 acres (16%) of this area will be developed with housing. A higher proportion is

assumed in Riverside Gateway than in the Downtown Specific Plan, because the Riverside Gateway planning area contains a much lower FAR—that is, there is far more undeveloped space in the planning area. As explained in the description of the Riverside Gateway Specific Plan, the existing average FAR is 0.20, which means that only 20% of the land area (or 0.2 acres to every acre) is developed with buildings.

Programs: As noted in the findings above, the element requires a complete analysis of the sites inventory. Depending upon the results of that analysis, the City may need to revise or add programs to demonstrate adequate sites to accommodate the regional housing need allocation.

Programs have been revised to reflect the adjusted lower income deficit.

3. *An analysis of potential and actual governmental constraints upon the maintenance, improvement, or development of housing for all income level...including land use controls, building codes and their enforcement, site improvements, fees and other exactions required of developers, and local processing and permit procedures. (Gov. Code, § 65583, subd. (a)(5).)*

Address and, where appropriate and legally possible, remove governmental and nongovernmental constraints to the maintenance, improvement, and development of housing, including housing for all income levels and housing for persons with disabilities... (Gov. Code, § 65583, subd. (c)(3).)

Housing for Persons with Disabilities: The element notes that larger group homes for seven or more persons are subject to a conditional use permit. While the element states larger group homes have different needs and that the use permit allows the City to work with applicants, it must also identify and analyze decision-making criteria for impacts on approval certainty and objectivity and include programs as appropriate.

The City has modified Program 28 (Support for Housing for Persons with Developmental Disabilities). This is a new program, which the City has modified based on HCD's comments, as shown in **bold, underlined** text below. The program now commits the City to streamlining the approval process, requiring approval by the Planning Manager via an Administrative Permit instead of a public hearing for a Use Permit heard by the Planning Commission.

Program 28. Support for Housing for Persons with Disabilities

Work with the Alta California Regional center to implement an outreach program that informs families and housing developers within the City on housing and services available for persons with developmental disabilities. The program could include the development of an informational brochure, including information on services on the City's website. **The City will also revise the Zoning Ordinance to require an Administrative Permit for large Community Care homes (7 to 12 persons) instead of a Use Permit. Standards for approval of an Administrative Permit for large Community Care homes will be developed, to facilitate objectivity and certainty in review.**

4. *"Establish the number of housing units, by income level, that can be constructed, rehabilitated, and conserved over a five-year time frame. (Gov. Code, § 65583, subd. (b)(1 & 2).)"*

The element includes quantified objectives by income group and activity, including conservation objectives (Table X-1). However, these objectives could be expanded. For example, the quantified objectives could be supplemented by objectives described on page X-63 regarding housing choice vouchers, energy conservation programs, and the shared housing program.

The City has modified Table X-1 (below, new text in **bold**) to include information from the Unit Conservation section of the Housing Element, which more specifically enumerates programs which will ensure affordable housing is maintained/conserved during the 8-year planning period.

Table X-1 | Quantified Objectives By Income Group

	Extremely Low	Very Low	Low	Moderate	Above Moderate	Total
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New Construction	1,320	1,660	2,260	1,636	4,150	11,026
Rental Assistance	610	205				815
First Time Homebuyer/Affordable Purchase			10	130		140
Housing Rehabilitation		60	60			120
Unit Conservation						
Housing Agreements¹	28	831	1,913			2,772
Purchase Agreements²				45		45
Homebuyer Assistance³		10				10
Housing Voucher⁴	551	184				735
Other programs⁵	20	50	50	35		155
Total Quantified Objectives	2,529	3,000	4,293	1,846	4,150	15,818

1. The City's affordable housing agreements will maintain the affordability of 2,000 units during the 8-year housing cycle; details are provided in Table X-20.
2. The City's affordable purchase housing agreements create and secure the affordability of purchase housing for moderate income households. The program will assist a minimum of 45 households during the 8-year housing cycle.
3. The First Time Homebuyer Down Payment Assistance Program targeted to low-income households will assist at least 10 households to secure and maintain affordable housing during the eight-year housing cycle.
4. The City's Housing Choice Voucher Program (HCV) provides rental assistance to extremely and very low income households, to ensure their housing remains affordable. At least 75% of the 735 vouchers are required to target extremely low income households.
5. The City offers multiple other conservation programs, including programs aimed at ensuring housing remains affordable and habitable; utility rate discounts which target extremely low and low income households, as well as households with medical devices in their homes; and allowing shared housing to enable persons with disabilities to use their voucher in housing shared with non-related persons.

5. *"Analyze any special housing needs such as elderly; persons with disabilities, including a developmental disability; large families; farmworkers; families with female heads of households; and families and persons in need of emergency shelter. (Gov. Code, § 65583, subd. (a)(7).)"*
While the element includes a general discussion of large households, including housing stock with larger bedrooms, it must also analyze large households by tenure (i.e., renters and owners). In addition, the element should analyze county level housing needs for permanent and seasonal farmworkers. The element should utilize this information to better inform policies and programs.

City Response: The City has updated the Large Families and Farmworkers sections as shown in **bold, underlined** and ~~strikethrough~~ text below.

Large Families

Large families are defined by HUD as family households with five or more persons. The 2014–18 ACS reports that 9.2% of the total households (4,528 households) in Roseville are large families, **and of those 33% are renters and 67% are homeowners**. Data from the City's 2020 Consolidated Plan found that of the large families, 70.1% have an AMI greater than 100% and 5.4% are moderate income. Low-income large families make up 7.5% of the total of large families in the City; and fewer than 300 or 6.5% of the large families are extremely low-income.

For renters, the Consolidated Plan data showed that 625 large families were cost burdened and 310 large family renters were extremely-cost burdened. There were 335 large family homeowners that were cost burdened, and 215 that were extremely cost-burdened.

There are approximately 23,395 units (47.5%) in the city with three or more bedrooms, indicating that the City of Roseville has a sufficient supply of large housing units for the ~~number of~~ **4,528** large households residing in the city. Of the total number of all sizes of units, for homeowners, 85% of the

housing stock have 3 or more bedrooms and 37% of the rental units have 3 or more bedrooms. **Since the proportion of for-sale and rental housing closely aligns with the number of large households which are owners versus renters, the City's housing stock provides sufficient supply by tenure type.**

The City's housing supply includes sufficient units in total and by tenure type to support large families, and other than living space the needs of lower income large families are similar to those of other lower income households. Therefore, the City's programs ~~The City offers multiple programs to help close affordability gaps, including the Housing Choice Voucher program (in combination with the Shared Housing program), the Owner Occupied Rehabilitation Program, and the City's affordable housing goal to provide 10% of all new units as affordable~~ **provides the needed support for this special needs group.** The City also offers the Electric Rate Assistance program, which offers a discount to residential customers whose income is very low or lower, and also offers a Medical Support Rate Reduction for customers with medical devices in their homes. The City's programs have been highly effective, with the Roseville Housing Authority designated by HUD as a "High Performing Housing Authority" for the past fifteen years.

Farmworkers

Farmworkers tend to have low incomes due to the lower-paying nature of their work. **The Employment and Earnings of California Farmworkers in 2015 by U.C. Davis and the California Employment Development Department reveals that the average annual earnings of persons with at least one farm job in California was \$20,500, which is below the extremely low income limit for a family of four.** Farmworkers who are permanent residents, particularly those who are part of large family households, face many of the same difficulties in obtaining suitable affordable housing as other extremely low-income families. Farmworkers who migrate on a seasonal basis face the issue of finding suitable, short-term housing.

The City of Roseville does not contain any farmlands, **nor does the City have agricultural or farmland zoning or land use designations.** The 2013 – 2017 ACS indicates that 0.2% of the working population (persons 16 years and older) are employed in the broader agriculture, mining, oil, and gas extraction industries (50 jobs total). **In the greater County, the U.S. Census of Agriculture (2017) indicates there are 277 hired farm labor positions (farms) and a further 1,386 farm labor positions (workers). Of the farm labor workers, 67% work fewer than 150 days, which generally means these are seasonal jobs.**

In some cases farmworker housing is provided on or adjacent to farms and agricultural facilities in rural County areas, but there are benefits to farmworker households living in cities, because there is greater access to services. Farmworker households share many factors in common with other extremely low income housing, as they need very low cost housing combined with larger units, so that multiple households can share accommodations—and therefore costs. As evaluated in the Large Families section of the Housing Element, above, nearly half of the City's housing units have three or more bedrooms, making them suitable for shared households. The City also has many programs which support extremely low income households. For example, the City's Housing Choice Voucher Rental Assistance program requires that 75% of vouchers serve extremely low income families. Because the number of farmworkers in the City and within Placer County is very low and the needs of this group are shared by other extremely low income households, the City's programs serving extremely low income households and the City's capacity of large units will provide support for this special needs group. ~~The City does not have plans for providing farmworker housing; since there is no demand for migrant housing within the city, it is anticipated that any farmworkers who are permanent residents will obtain housing through affordable housing programs targeted to all lower income families.~~

6. *"The housing element shall contain programs which assist in the development of adequate housing to meet the needs of extremely low-, very low-, low-, and moderate-income households. (Gov. Code, § 65583, subd. (c)(2).)"*

The element must include programs with proactive and specific efforts to assist in the development of housing for extremely low-income households and households with special needs; persons experiencing homelessness; farmworkers; persons with disabilities, including developmental; and elderly. Efforts should involve proactive and regular outreach to developers of affordable housing and should utilize incentives including financial and other resources. This requirement could potentially be addressed by expanding on the existing Program 19 (Federal and State Programs).

Program 19 has been modified as shown below in bold, underlined text.

PROGRAM 19 FEDERAL AND STATE PROGRAMS

The City shall pursue the following state and federal sources that will assist the City in addressing the housing and supportive needs of special needs populations. **The City shall meet a minimum of once annually with affordable housing developers to discuss barriers to the production of affordable housing, with a particular emphasis on the production of extremely low income housing and housing for special needs groups. Consistent with this program and other housing programs (such as Program 8, 9, 10, 12, and 16) the City shall prioritize, incentivize, and facilitate the construction of housing for extremely low income and special needs households, including by using financial resources to provide gap funding.**

Section 8 Housing Choice Voucher Program (Federal)

The Department of Housing and Urban Development (HUD) provides funding for rental subsidy payments for households earning 50% or less of the area median income. Special vouchers have also been made available for veterans, called Veterans Administration Supportive Housing (VASH), as well as Mainstream Vouchers which serve those with mental illness and are homeless or near homelessness. The HCV programs serve households who are extremely low income and/or disabled and are administered by the Roseville Housing Authority. **The Roseville Housing Authority (RHA) shall provide Housing Choice Vouchers (HCVs) to very low- and extremely low-income households in order to provide affordable housing options to those most in need; 75% of new households receiving vouchers shall be extremely low income. RHA shall offer Small Area Fair Market Rents and provide landlord education on the benefits of participating in the program. RHA shall also consider implementing a Landlord Incentive Program based on available federal funding and other best practices to incentivize new landlords to participate in the program. RHA will provide outreach materials to multifamily property owners and managers in areas of high opportunity on the benefits of accepting HCVs and will work to increase the number of properties accepting HCVs in high opportunity areas.**

Section 202 (Federal)

HUD provides long-term, direct loans to private, non-profit sponsors to finance new construction of elderly and disabled housing affordable to households earning 50% or less of the median income. The City will support applications by non-profit housing developers for Section 202 funding.

HOME Investment Partnership Program (State)

The Housing Division utilizes State-administered federal HOME funds for the First Time Homebuyer Program, which provides down payment assistance to low-income first time homebuyers. The City's First Time Home Buyer Down Payment Assistance Program allows displaced homemakers to qualify as first time home buyers. The City also uses HOME funds to leverage Community Development Block Grant funds for the Housing Rehabilitation Program described below. The City will pursue HOME funds for financing of affordable multi-family rental projects targeted to special needs groups such as seniors and those with disabilities.

Community Development Block Grant (CDBG) (Federal)

The City will continue to set aside CDBG funds for the following programs that address the needs of special needs populations, including elderly, disabled, and homeless individuals and families. Deferred loans up to \$100,000 are available to low-income homeowners for health and safety repairs and general home

improvements. Elderly and disabled homeowners can also receive a \$5,000 grant for health and safety repairs. **Outreach for this program will be directed to disadvantaged geographic areas of the City, where there are overlapping factors such as poverty, overcrowding, cost burden, and poor housing conditions and where there is a higher proportion of communities of color.**

Public Service Funds

The City has made CDBG Public Service funds available to non-profit agencies and organizations that provide supportive services to special needs populations. The City will continue to consider applications for funding for special needs activities under the Public Service category during the Annual Action Plan process.



CITY RESPONSE TO HCD JUNE LETTER, ATTACHMENT 1

Program 1 Housing Choice Vouchers (Federal)

The Housing Choice Voucher (HCV) Program is administered by the Roseville Housing Authority (RHA) and provides rental assistance to extremely and very low-income households through direct payments to the property owner. The Housing Authority currently has 785 vouchers which includes separate vouchers for the following special needs groups:

- 75 vouchers for households with a head-of-household or spouse that are non-elderly and disabled (NED)
- 65 vouchers for veteran households that come by referral from the Veterans Affairs Department (VASH)
- 33 vouchers that assist households who have a non-elderly adult with a disability and are transitioning out of institutional and other segregated settings, or are currently homeless or at risk of becoming homeless (Mainstream – new program in 2018)
- 30 vouchers that are attached to specific units at the Main Street Plaza affordable project (Project Based Vouchers – new program in 2020). Of the 30 PBV vouchers:
 - 1 is a regular HCV voucher
 - 10 are regular vouchers layered with Placer County Mental Health Services Act funding, 3 of which much come from homelessness
 - 19 are VASH vouchers
- 50 new Emergency Housing Vouchers for those who are homeless or at risk of homelessness, fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking, recently homeless, or having high risk of housing instability (new program in 2021)

All of the HCV programs listed above support Roseville households that are extremely low-income. The Housing Choice Voucher Rental Assistance Program requires that 75% of new households admitted to the program each year fall under the extremely low-income category. Between 2013 and 2020, RHA issued 525 vouchers to new households. Over the last 8 years, RHA has assisted 49 extremely low-income households per year, at the minimum. The HCV rental assistance program is promoted on the City's website, and through program brochures and through service providers throughout the region.

- **Community Development Block Grant (Federal)**

The City is an entitlement jurisdiction for Community Development Block Grant (CDBG) funds and sets aside a portion of its annual allocation of CDBG funds for the following housing activities:

- **Owner Occupied Housing Rehabilitation Program**

The City began the Owner Occupied Housing Rehabilitation Program in 1980. The program is considered a key component in the City's affordable housing strategy as a means of preserving Roseville's housing stock affordable to lower-income households. The program, targeted to low-income homeowners, offers grants to elderly and disabled homeowners and deferred loans to all low-income households for health and safety repairs and energy efficient upgrades. Deferred loans become due and payable upon sale, change of title, change of use or 30 years. Any program income received as a result of a loan payoff is used to fund new loans and grants. The Housing Rehabilitation Program is promoted on the City's website and through the use of program brochures. [Implementation of this program will be directed to disadvantaged](#)

geographic areas of the City, where there are overlapping factors such as poverty, overcrowding, cost burden, and poor housing conditions.

- **Home Investment Partnership Program (HOME) (State)**

The City began its participation in the State-administered HOME Program in 1994 for the creation and maintenance of affordable housing. The City utilizes HOME funds for the following programs:

- **Housing Rehabilitation Program**

The CDBG funds are leveraged with HOME funds to provide loans and CDBG grants to low-income homeowners. The Housing Rehabilitation Program is described above.

- **First Time Home Buyer (FTHB) – Down Payment Assistance (DAP) Program**

The City sets aside a portion of its HOME grant for down payment assistance in the form of deferred, shared appreciation loans (second mortgages). The FTHB-DAP Program is targeted to low-income households. The homebuyer must qualify under the City's definition of a first-time home buyer, be able to provide at least a 1% down payment, and have attended a Home Buyer's Seminar. The buyer must also comply with the City's criteria with regard to home selection. Outreach for this program will be directed to disadvantaged geographic areas of the City, where there are overlapping factors such as poverty, overcrowding, cost burden, and poor housing conditions and where there is a higher proportion of communities of color.

- **Multi-Family New Construction**

The City also pursues HOME funds for construction of multi-family affordable units. HOME funds are leveraged with other funding sources such as Section 202 funds, Low Income Housing Tax Credits, Tax Exempt Housing Bonds, etc., to provide affordable rental housing targeted to extremely low- and very low-income households.

(Policies H1.1, H1.2, H1.5, H1.6)

Time Frame: Annual Applications, 2021–2029

Objectives: To support low income households that need assistance in order to stay housed by issuing a minimum of 65 Housing Choice Vouchers per year, 49 of them to extremely low income households, and assisting 6 low income homeowners per year.

Implementing Agency: Housing Division and Roseville Housing Authority

Funding Source: HUD, HOME, CDBG

PROGRAM 6 SPECIFIC PLAN AREAS (SPA)

The provision of affordable housing is a societal goal, one that should be achieved through the efforts of the entire community. The City shall ensure that Specific Plans are consistent with the goals and policies of the General Plan. The primary purpose of the Specific Plan Area process is to guide the comprehensive urbanization of land use in a mix of residential neighborhoods, schools, parks, open spaces, supporting retail and public facilities, office employment uses, and an affordable housing component. The Specific Plan Areas are the first step in implementing programs such as the 10% Affordable Housing Goal policy.

The City's General Plan Land Use Element contains a section called Growth Management, which establishes the policy framework the City uses when considering new growth and annexation. Land Use Policy LU8.5 states "The City shall use the specific plan process to ensure a comprehensive, logical growth process for new development areas (e.g. annexations) or any areas where significant land use changes are considered." The City's General Plan establishes that the City does not grow in a piece-meal fashion. Instead, the City considers all annexations or significant land use plans inside the context of a detailed Specific Plan process. Additional

Land Use Element policies describe the minimum standards, information, and benchmarks which must be met by new Specific Plans, which includes demonstration of compliance with the City's 10% affordable housing policy.

The City's 10% affordable housing policy has produced over 3,000 units since program inception, which is an average of 100 units per year. Furthermore, over the last decade the City's average overall housing production has been approximately 950 units per year, which means that on average 10% of the City's growth during the prior Housing Element cycle has been affordable housing. The 10% goal is applied within each Specific Plan as well, not just for the City as a whole. For example, the Stoneridge Specific Plan included capacity for 2,861 total units, 286 units of which were required to be affordable. At the time the Specific Plan was adopted in 1998 the City's policy did not require a 40/40/20 split of very low/low/moderate income units, so the Specific Plan called for a split of 75% very low and low (combined) and 25% moderate income units. The Specific Plan is nearly fully built with a total of 2,745 total units constructed, of which 251 are affordable, with 116 mixed income units remaining, of which 29 are lower income¹. Of the constructed affordable units, 73 were moderate income purchase, 150 were low and very low income rental (for seniors), and 28 were low income purchase.

Compliance with the City's General Plan growth management policies results in a robust and detailed Specific Plan. The City's Specific Plans are divided into large lots, and each of these, if residential, is assigned a specific number of allocated units. This is evident in the City's residential capacity inventory in Table X-29 (page 77), where each Specific Plan includes a list of numbered large lots (e.g. AR-1 for Amoruso Ranch Specific Plan Large Lot 1) and these are assigned a land use designation, zoning designation, density, and specific number of allocated units. In turn, this allows the City's infrastructure planning for roads, drainage, sewer, and water, as well as service planning for parks, schools, fire services, and transit to be extremely robust and detailed. Each plan specifically defines the size and location of infrastructure and services, including lift stations, electric substations, wells, and fire stations. The detailed planning process enables the California Environmental Quality Act (CEQA) process to be likewise detailed and specific, resulting in the ability of future subdivision or multifamily projects consistent with the Specific Plan to use CEQA exemptions.

As part of assigning each large lot a specific unit allocation and density, a new Specific Plan must designate at least 10% of the total units as affordable. The affordable housing section or chapter of each Specific Plan includes a table or list of all large lots with an affordable housing obligation, along with the type of units and targeted income categories. Strategies, including City and landowner obligations, are described. A provision for the payment of in-lieu fees for affordable housing may be included, if appropriate. The City works with the Specific Plan applicant(s) to ensure an appropriate mix and type of residential and non-residential uses, and to ensure that affordable housing sites are distributed through the planning area in order to avoid the creation of concentrated affluence. The City does not meet its affordable housing policy in a piece-meal or project-by-project fashion; the affordable housing plan is established at the time the Specific Plan is approved. Additional discussion regarding the City's Specific Plan Areas is provided under the 10% Affordable Housing Goal in the Housing Constraints section of this Housing Element.

(Policies H1.1, H1.2, H1.3, H1.4, H1.8, and H1.10)

Time Frame: Ongoing, as SPAs are approved

¹ These affordable units are located on Parcel 17 (4 purchase units), Parcel 54 (69 purchase units), Parcel 21 (150 rental units), and Parcel 23 (28 purchase units), which are distributed through the Specific Plan. The map is located here:
https://www.roseville.ca.us/UserFiles/Servers/Server_7964838/File/Government/Departments/Development%20Services/Planning/Specific%20Plans%20&%20Planning%20Areas/Stoneridge%20Specific%20Plan/Stoneridge%20Tables%20and%20Map.pdf

Objectives: Ensure affordable units are integrated throughout the SPA and provide 10% of total SPA units as affordable units, consistent with Land Use Element Policy LU5.5.

Implementing Agency: Housing Division and Planning Division

Funding Source: General Fund

PROGRAM 9 IN-LIEU FEES

The City prefers affordable housing be developed as specified under the 10% Affordable Housing Goal within each of the Specific Plan Areas. The collection of in-lieu fees presents a challenge to the City, since the City does not control or own land to ensure the development of the affordable units. Therefore, the City has not established a formal in-lieu fee program and encourages the development of affordable housing. In-lieu fees may be considered on a case-by-case basis. In all cases where in-lieu fees are considered as an alternative to producing affordable units, Housing Division staff will review the project based on: (1) a good faith effort by the owner to secure and use available subsidies; (2) the type of project and its ability to absorb the affordable units; and (3) the ability to use the in-lieu fees within the same Specific Plan or infill areas. Projects in areas of high opportunity or in areas at risk of displacement will be prioritized to receive any funds collected.

Development Agreements shall be the mechanism used to secure implementation of the affordable housing program.

(Policies H1.1, H1.2, and H1.3)

Time Frame: Ongoing, as SPAs are approved.

Objectives: Provide 10% of total SPA units as affordable units, consistent with Land Use Element Policy LU5.5.

Implementing Agency: Housing Division

Funding Source: General Fund

PROGRAM 12 HOUSING SUCCESSOR AGENCY

All redevelopment agencies were dissolved in California effective February 1, 2012. The City of Roseville elected to function as the successor to the former Redevelopment Agency ("Successor Agency") and to form a Housing Successor to serve as the governing body for the former agency's low and moderate income housing assets. Housing Successors receive the non-cash housing assets of the former Redevelopment Agencies and are charged with monitoring and maintaining existing low-and moderate income housing assets and meeting outstanding requirements for former redevelopment agencies.

Beginning in 2015, agreements were made to spend the remaining \$5.9 million in bond proceeds on an affordable housing development constructed by Mercy Housing. That project was completed in 2018 and the total distributed to Mercy in the form of a loan was \$5.76 million. After the expenditure of those funds, there are no longer any significant funding sources available.

The Housing Successor receives 20% of loan repayment revenues, approximately \$240,000 annually, until all loans are paid back, which is projected to be 2036. As of October 2020 there are current projects, planned for yet unencumbered, totaling approximately \$1.2 million. The Housing Successor may spend up to \$250,000 for Homeless Prevention and Rapid Rehousing (HPRR) each year, the maximum allowed in the law. The City will annually track the demographics of the people benefiting from these funds to ensure they are equitably distributed, and make adjustments to funding if they are not; this assessment shall use the best available data, including updated Census, ACS, Point in Time counts, and other data. Going forward the fund's revenues will be only from loan payment funds. Surplus funds may provide small gap funding for future

affordable development projects. [Projects in areas of high opportunity or in areas at risk of displacement will be prioritized to receive any funds collected.](#)

Time Frame: 2021–2029

Objectives: Gap financing for future developments and Homeless Prevention and Rapid Rehousing Program

Implementing Agency: Housing Division

Funding Source: City loan payoffs

PROGRAM 16 PRIORITIZE AFFORDABLE HOUSING

The City will prioritize the timely and efficient processing of affordable housing projects through various means, including via the City's ministerial approval process, prioritizing utility services for affordable projects, and providing support and assistance in securing grants and other financial subsidies. The City will also develop a phasing program for affordable housing sites, which will include streamlined processes for lot line adjustments, parcel maps, and similar entitlements which may be necessary to support construction and financing of affordable housing. At minimum, the phasing program will provide for ministerial processing of lot line adjustments, voluntary mergers, and parcel maps. The City will also investigate the development of fee reductions for affordable housing projects. The City will [annually](#) track the use of Program 16 to determine its effectiveness, which will be evaluated based on the percent of affordable housing projects using the program, as well as the percent of large site property owners/developers using the program. [The City will annually meet with affordable housing developers to discuss constraints to the production of affordable housing, and based on this feedback, commits to implementing program improvements to ensure the City meets its goal of 100% of affordable housing projects using the program.](#)

(Policy H6.1)

Time Frame: 2024 and ongoing

Objectives: To facilitate and incentivize the construction of affordable housing. The goal is for 100% of affordable housing projects to leverage this program.

Implementing Agency: Housing Division and Planning Division

Funding Source: General Fund

PROGRAM 19 FEDERAL AND STATE PROGRAMS

The City shall pursue the following state and federal sources that will assist the City in addressing the housing and supportive needs of special needs populations. [The City shall meet a minimum of once annually with affordable housing developers to discuss barriers to the production of affordable housing, with a particular emphasis on the production of extremely low income housing and housing for special needs groups. Consistent with this program and other housing programs \(such as Program 8, 9, 10, 12, and 16\) the City shall prioritize, incentivize, and facilitate the construction of housing for extremely low income and special needs households, including by using financial resources to provide gap funding.](#)

Section 8 Housing Choice Voucher Program (Federal)

The Department of Housing and Urban Development (HUD) provides funding for rental subsidy payments for households earning 50% or less of the area median income. Special vouchers have also been made available for veterans, called Veterans Administration Supportive Housing (VASH), as well as Mainstream Vouchers which serve those with mental illness and are homeless or near homelessness. The HCV programs serve households who are extremely low income and/or disabled and are administered by the Roseville Housing Authority. [The Roseville Housing Authority \(RHA\) shall provide Housing Choice Vouchers \(HCVs\) to](#)

very low- and extremely low-income households in order to provide affordable housing options to those most in need; 75% of new households receiving vouchers shall be extremely low income. RHA shall offer Small Area Fair Market Rents and provide landlord education on the benefits of participating in the program. RHA shall also consider implementing a Landlord Incentive Program based on available federal funding and other best practices to incentivize new landlords to participate in the program. RHA will provide outreach materials to multifamily property owners and managers in areas of high opportunity on the benefits of accepting HCVs and will work to increase the number of properties accepting HCVs in high opportunity areas.

Section 202 (Federal)

HUD provides long-term, direct loans to private, non-profit sponsors to finance new construction of elderly and disabled housing affordable to households earning 50% or less of the median income. The City will support applications by non-profit housing developers for Section 202 funding.

HOME Investment Partnership Program (State)

The Housing Division utilizes State-administered federal HOME funds for the First Time Homebuyer Program, which provides down payment assistance to low-income first time homebuyers. The City's First Time Home Buyer Down Payment Assistance Program allows displaced homemakers to qualify as first time home buyers. The City also uses HOME funds to leverage Community Development Block Grant funds for the Housing Rehabilitation Program described below. The City will pursue HOME funds for financing of affordable multi-family rental projects targeted to special needs groups such as seniors and those with disabilities.

Community Development Block Grant (CDBG) (Federal)

The City will continue to set aside CDBG funds for the following programs that address the needs of special needs populations, including elderly, disabled, and homeless individuals and families.

Housing Rehabilitation Program

Deferred loans up to \$100,000 are available to low-income homeowners for health and safety repairs and general home improvements. Elderly and disabled homeowners can also receive a \$5,000 grant for health and safety repairs. Outreach for this program will be directed to disadvantaged geographic areas of the City, where there are overlapping factors such as poverty, overcrowding, cost burden, and poor housing conditions and where there is a higher proportion of communities of color based on the most current census data.

Public Service Funds

The City has made CDBG Public Service funds available to non-profit agencies and organizations that provide supportive services to special needs populations. The City will continue to consider applications for funding for special needs activities under the Public Service category during the Annual Action Plan process.

(Policies H7.1, H7.2, H7.3, H7.4 and H7.5)

Time Frame: Ongoing, as funding is available, and at least annually.

Objectives: Effectively implement federal and state programs and leverage funding opportunities, increase the number of participating properties in high resource areas of the City, and obtain funding for affordable housing projects serving special needs populations.

Implementing Agency: Housing Division

Funding Source: Housing Choice Voucher, CDBG, HOME, Section 202

PROGRAM 20 HOMELESS PREVENTION AND RAPID REHOUSING PROGRAM

The City Council has approved Roseville Homeless Prevention Rapid Rehousing (HPRR) funds consisting of Permanent Local Housing Allocation funds and up to \$250,000 in Low and Moderate Income Funds to assist Roseville homeless and those about to be homeless with grants for payment of past due rent, security deposits, first month's rent, past due utility bills, and emergency motel vouchers. Non-profits apply for program funds annually. On average, the HPRR program serves the community by providing over 37,000 bed nights for the homeless annually, providing rental assistance to maintain permanent housing for approximately 500 households, placing 50 individuals into transitional or treatment facilities, and permanently housing 15 people from homelessness per year. [The City will annually track the demographics of the people benefiting from these funds to ensure they are equitably distributed, and make adjustments to funding if they are not.](#)

(Policy H7.5)

Time Frame: Ongoing, as funding is available, and at least annually.

Objectives: Fund non-profits to implement homeless prevention and rapid rehousing programs such as rent, utilities and deposit payments, homeless hotel vouchers, and ready-to-rent programs.

Implementing Agency: Housing Division & Non-profits that apply for funding

Funding Source: Permanent Local Housing Allocation and Low and Moderate Income Fund

PROGRAM 22 ADDRESS SIGNIFICANT DISPARITIES AND INCREASE OPPORTUNITIES

To Achieve Getting People and Families off the Street, the City will:

- Create opportunities for development of permanent supportive housing for people experiencing homelessness, including families, by identifying sites and properties and prioritize local funding and incentives for that use. Current activities include consideration of a Project Homekey development which would create new permanent supportive housing units for people experiencing homelessness.
- Create and fund rehousing plans to move people from emergency COVID sheltering to permanent affordable housing, and in the future, respond similarly to major health or housing displacement emergencies. In its COVID response, the City has partnered with Placer County on a COVID rehousing program.

To Achieve Keeping People in their Homes, the City will:

- Provide Rental Assistance: fund rental assistance and work with tenants, nonprofit housing providers, advocates and the state to find solutions on rent that keeps tenants out of debt, prevents displacement, and sustains financial security of nonprofit housing providers. City's CDBG-CV3 funds are supporting a COVID rental assistance program. The City is partnering with Placer County on rental assistance for low-income households who are facing hardships due to the COVID-19 pandemic.
- Continue and adopt policies to prevent displacement including strategies to protect senior and low-income homeowners such as targeting home repair programs and no-net loss policies for existing affordable housing and condo conversion ordinances. The City will continue its income-qualified Owner-Occupied Housing Rehabilitation deferred loan and grant program. Applications and outreach materials are posted in English and Spanish. [The City will direct implementation of these policies and](#)

programs into geographic areas of the community at greatest sensitivity or risk of displacement.

To Increase and Preserve the Affordable Housing Supply, the City will:

- Undertake all preservation programs outlined in the preservation section of the HE which includes continuing to **annually** monitor and support preservation of existing regulated affordable homes at risk of converting to market rates. The City currently monitors such developments and will enhance its program by naming a Preservation Coordinator.
- Provide outreach on targeted first-time homebuyer programs in neighborhoods that have suffered from historic disinvestment to increase awareness and access to such programs like HUD Section 8 Homebuyer assistance. Outreach will be in English and Spanish.
- Strengthen its local housing trust fund with local revenue sources. Currently the City's revenue sources include in lieu fees and pay offs from affordable purchase loans. Actions to include re-applying for state Local Housing Trust Fund (LHTF) Program as they are released.

Metrics: Number of households assisted with rental assistance; owner occupied rehab; number of permanent supportive housing projects the City explores.

(Policy H7.10)

Time Frame: Ongoing, and at least annually

Objectives: To ensure that direct and indirect government activities and influence is equitable and supports access to housing opportunists for all groups. Metrics for success include 700 **low, very low and extremely low income** households assisted with rental assistance; 15 owner-occupied rehab projects (based on current funding levels) **within a disadvantaged community area or area at risk of displacement;** at least 1 permanent supportive housing project explored annually.

Implementing Agency: Housing Division

Funding Source: Community Development Block Grant, General Fund

PROGRAM 23 HOMELESS OUTREACH

The Roseville Police Department uses a Social Services Unit consisting of two full-time Problem-Oriented Policing Officers and two Homeless Outreach Workers from Placer County Health and Human Services to link homeless individuals to services throughout the County and to build trust with unsheltered individuals, **particularly among communities where distrust is widespread and acts as a barrier to accessing services.**

(Policy H7.5)

Time Frame: Ongoing, and at least annually

Objectives: Contact 50 high-risk community members per month.

Implementing Agency: Roseville Police Department Social Services Unit

Funding Source: Community Development Block Grant, Downtown Roseville Partnership, General Fund

PROGRAM 27 FAIR HOUSING AND HOUSING DISCRIMINATION LEGAL SERVICES

In 2019, the City completed a regional effort that updated the 2000 Analysis of Impediments to Fair Housing Choice (AI) pursuant to the 2015 AFFH Final Rule. Relevant sections are incorporated into the Housing Element.

The City shall continue to actively participate in the ongoing region-wide collaborative effort to improve fair housing choice and affirmatively further fair housing.

The City's 19 fair housing indicators for zoning codes analysis for ideal outcomes to prevent fair housing barriers included in the AI based on a checklist developed by the Region IX HUD office found that all of the 19 indicators supported fair housing and that none of the City's zoning codes create barriers to fair housing or impact housing choice. The City will work to ensure that it does not create barriers in its future actions to fair housing or impact housing choice by:

- Regularly complete analysis of the characteristics of the beneficiaries of housing and service programs relative to the income-adjusted resident population
- Require that developers receiving public subsidies (monetary or in the form of density bonuses and fast track review) use affirmative fair housing marketing practices
- Monitor how public sector investments can contribute to economic changes in neighborhoods, possibly accelerating displacement of low-income residents
- Conduct robust and meaningful public engagement activities and events when considering adoption of policies to ensure all voices in the community are heard.
- In making planning decisions, be aware of how the built environment communicates inclusiveness or exclusiveness to different types of residents
- Holding monthly housing meetings for non-profit organizations and local stakeholders, including the Latino Leadership Council, to share regional resources [and ensure equitable distribution of resources.](#)
- Encourage and support affordable housing across the City in all neighborhoods, with a focus on areas of high opportunity.

The City will continue to provide assistance regarding equal housing opportunities through its Housing Division and Housing Authority in addition to funding a program which will provide the services of legal counsel to persons experiencing housing discrimination.

The City of Roseville will continue its collaborative Housing Education Campaign to provide fair housing counseling workshops and one-on-one counseling for Roseville residents, landlords/property owners, and tenants, with counseling provided by Project Sentinel or similar HUD qualified fair housing provider, through the City's Fair Housing Education Program. Under contract with the City, fair housing provider will also offer fair housing workshops, respond to inquiries and provide wide-ranging fair housing information. Its website is a rich resource with information in six languages.

In addition to the provision of workshops and one-on-one counseling, the City's website includes fair housing information and referral service data with links to other Fair Housing resources.

(Policies H7.6, H7.7, H7.8)

Time Frame: Ongoing, and at least annually.

Objectives: To ensure residents are informed of their housing rights and are provided with support on fair housing issues, and that City actions do not create barriers to fair housing or impact choice. Annually, 50 responses to

inquiries; at least 1 Fair Housing Workshop; Adequate annual funding, \$12,000 for 2022, future years amount responsive to resources/needs.

Implementing Agency: Housing Division and Roseville Housing Authority

Funding Source: Housing Choice Voucher Rental Assistance, Community Development Block Grant Funding, City's Low- and Moderate-Income Fund, General Fund

Table X-30 | Downtown & Riverside Gateway Specific Plan High Density Residential Opportunity Sites

Map #	Address	Total Units	Residential Density (units/acre)	Floor Area Ratio	Acres	Zoning*	Existing Use	Permitted Use	Previous Inventory Y/N
Historic Old Town									
1	725–845 Lincoln	63	30	0.9	2.0	CMU/SA-DT	Vacant lot	Commercial/Residential	Y
This is a vacant triangular lot with roadway frontage on Lincoln Street and Washington Boulevard. It is also identified in the Downtown Specific Plan as a catalyst site, with pre-design plans for residential development. There are no easements or other such constraints to development, and the City has received inquiries about residential development on this site within the past year.									
2	400–412 Washington, 209–211 Pleasant, 210 Grove	34	37.8	--	0.7	CMU/SA-DT	Auto Sales / Office / Residential	Commercial/Residential	Y
This site consists of five parcels with frontage on Washington Boulevard, Grove Street, and Pleasant Street, as well as an alley access. One parcel contains an older home, a second is a parking lot used by the small auto dealership on the adjacent parcel, another is a small office with a parking lot, and the last parcel is also a small office with parking. Approximately 19% (5,826 square feet) of building area occupies these properties. Existing improvements are minimal and aging, with chain link fencing, minimal or absent landscaping, and small 50-year-old buildings which have not been updated or improved by reinvestment. The City has had recent, positive experiences with affordable housing projects and other housing projects redeveloping sites such as this, within the nearby area (see evaluation preceding this table). There are no easements or other such constraints to development.									
3	400–426 Lincoln	80	58.1	0.37	1.4	HD/SA-DT	Parking lot	Commercial/Residential	Y
This site is multiple parcels under a single private ownership. The site is a parking lot which was constructed by and at the expense of the City to alleviate parking concerns expressed by surrounding businesses. The City has since completed two parking garages. There are no land use restrictions or other restrictions which would preclude or impede redevelopment of this site. Per the evaluation preceding this table, there has been significant market investment in housing in the general area, including multiple affordable housing projects. Site 4, below, is also a parking lot and an application to develop it as affordable apartments was received and approved by the City, at the same density provided for this site. Site 4 included more access and site design constraints, due to its location and the presence of a neighboring building siting directly on the property line.									
4	120 Pacific	80	60	1.57	1.4	HD/SA-DT	City Parking lot	Approved 4-story apartments, lower income	Y
This site is an existing parking lot, and a permit for a 4-story affordable housing apartment project has been approved on this site. Construction is anticipated to begin within the next year.									
Subtotal		257			5.3				

Riverside Gateway									
5	108–110 Douglas, 119– 125 Riverside	39	40.45	1.29	1.0	CMU/SA-RG	Used Auto Sales	Commercial/Residential	Y
This site contains a used car dealership with a 9,500-square-foot older building, with the remaining 0.7 acres of the site paved with unmarked asphalt where vehicles are displayed. All of the parcels are under single ownership, and the site has roadway frontage on Riverside Avenue and Douglas Avenue. An alley separates the site from a single-family residential area. The Riverside Avenue, Vernon Street, and Douglas Boulevard intersection is a prime gateway intersection, where the City has invested streetscape improvements and monuments. There is a high potential for this corner to be redeveloped with a mixed use project similar to projects approved nearby on Vernon Street, due to its visibility and location, and due to the fact that the majority of the site is undeveloped paved area. This site is near the Lohse Apartments site, where two existing auto business and buildings were purchased and demolished to make way for housing. There are no easements or other such constraints to development.									
6	201–227 Riverside	12	18.3	1	0.7	CMU/SA	Auto/Retail/Residential	Commercial/Residential	Y
This site includes three parcels, two of which are under the same ownership. The site has frontage on Riverside Avenue and Bonita Street. An alley separates the site from a single-family residential area. The 201 Riverside parcel includes a 1,800-square-foot building housing multiple small spaces for offices, which include a psychic, a maid service, a pool service, a loan service, and car sales office. The remainder of that parcel, about 13,000 square feet, is paved with unmarked asphalt and is used for vehicle display. The building is over 100 years old but has had some cosmetic exterior updates. The adjacent parcel at 225 Riverside contains a single-family home, and the parcel at 227 Riverside contains a 1,700 square foot building which is currently a spa. The uses in these commercial buildings have changed multiple times in the past several years. Only 12 units have been assumed, as that would enable units to be built on the site in addition to the existing uses, rather than requiring replacement. Units could be constructed above the existing building, within the current asphalt area, and/or on the parcel with the single-family home. There are no easements or other such constraints to development.									
7	401–415 Riverside, 110 Cherry	20	19.4	0.9	0.8	CMU/SA	Used Auto Sales	Commercial/Residential	Y
This site includes four parcels, all under the same ownership. The site has frontage on Riverside Avenue and Cherry Street. An alley separates the site from a single-family residential area. There are three commercial buildings on the site, totaling approximately 7,000 square feet. One of the structures is a portable building, another is an old building that has not been updated, and the third is also old but has been updated with glass storefront windows. The site is a used car dealership. Most of the site is unmarked asphalt used for displaying vehicles. Only 20 units have been assumed on this site, as that would enable units to be constructed while leaving the more updated commercial building in place. However, as has been seen elsewhere where existing auto businesses have been sold and demolished for mixed use housing, development pressures are sufficient that the entire site could be redeveloped. There are no easements or other such constraints to development.									
8	440 Riverside	10	14.5	0.8	1.0	CMU/SA	Used Auto Sales	Commercial/Residential	Y
This site is two parcels under the same ownership. The site has frontage on Riverside Avenue and Fifth Street. An alley separates the site from a single-family residential area. One parcel contains an approximately 9,000-square-foot building and the second parcel is unmarked pavement and dirt used for vehicle display. The building is old but has updated glass display windows. Only 10 units have been assumed on this site, as that would enable units to be constructed in addition to the existing commercial use, rather than requiring elimination of all commercial use of the site. Utilities in the adjacent roadways have capacity to serve development of this site and there are no easements or other such constraints to development.									
9	527 Riverside, 424 Clinton, 109–115 Darling	61	29	1.31	2.1	CMU/SA	Auto Sales, Auto Repair, Small Retail Strip Mall	Commercial/Residential	Y

This site includes three parcels under the same ownership. The site has frontage on Riverside Avenue, Darling Way, and Clinton Avenue. The largest parcel includes three commercial buildings, totaling 3,960 square feet, one of which is auto repair, the other auto rental (Hertz), and the other is a small brick accessory building to Hertz. The second parcel includes unmarked asphalt where vehicles are displayed for sale (also Hertz), and the third parcel includes a small in-line strip mall occupied by a liquor store (4,000 square feet). All of the buildings on the site are old and have not been updated. The potential of this site is similar to Site 5. This is a key gateway with good visibility, and the City has made public improvements in this area, such as installing gateway monuments and features. Given the market pressures in the area, there is a high likelihood that this site could be redeveloped with a more intensive mixed use project like Lohse or Main Street Apartments, with ground-floor commercial space and upper floor housing. Utilities in the adjacent roadways have capacity to serve development of this site and there are no easements or other such constraints to development.

Subtotal	142			5.6				
Total	399							

*Zoning Designations: CMU = Commercial Mixed Use, HD = Historical District, CBD = Central Business District, SA = Special Area, DT = Downtown Specific Plan area, RG = Riverside Gateway Specific Plan Area

** Refers to the Roseville Specific Plan area; DT = Downtown Specific Plan, RG = Riverside Gateway Specific Plan



RESPONSIVE EDITS INCLUDED IN THE FINAL DRAFT 2021 HOUSING ELEMENT

The City has provided the either the complete text of comments or a summary of comments in *italics* and grey background [attribution in brackets], followed by an explanation of edits made to the Housing Element in response.

Implementation Measures and Programs

The following describes changes still needed to comply with the law. In addition, we note that many of the programs are identified with a timeframe as ongoing and “at least annually,” however it is not always clear what at least annually refers to (what program component) nor does it adequately respond to the statutory mandate to have concrete deadlines that demonstrate a beneficial impact within the planning period [Sacramento Housing Alliance]

The City reviewed all of the program timelines to determine whether any adjustments could be made to respond to this general comment. Program timelines were previously modified to include the statement “and at least annually” in response to a request from the California Department of Housing and Community Development (HCD). This statement reflects the annual reporting process. For example, for the Density Bonus Program (Program 2) the City’s Annual Report would indicate whether any projects used a density bonus, and how many additional units were gained. The City also notes that many of the programs are already in place, so there is no need to indicate a timeframe for adoption or establishment, and the program timeline therefore reflects implementation (“ongoing”) and monitoring/reporting (“at least annually”). All programs which call for the development of a new program or procedure include a timeframe as the year, which is the time by which the program must be in place. This explanation has been added to the beginning of the Housing Plan section, which is where the goals, policies, and programs begin.

The following changes to programs were made:

- Program 11 modified to state that the Preservation Coordinator will be named in 2021 and that registration with HCD will occur by 2022.
- Program 22, bullet four was modified to clarify that policies to prevent displacement will be adopted as part of all specific plans, master plans, or other redevelopment/reinvestment programs which are proposed in areas that are within the City’s Infill area or within areas of the City at risk of displacement.
- Program 25 has been amended to state the City will “continue the” rather than will “implement a” Family Connect and Reunification Program, because the program has now been initiated, and is in place and operating.
- Program 27 has been modified in the same manner as Program 22, to indicate that the timing of monitoring for displacement and ensuring inclusivity will occur as part of specific plans, master plans, or other redevelopment/reinvestment programs.

Program 1/19 Federal and State Programs: While this program has been revised to note geographic targeting for the homeowner rehabilitation and first time homebuyer program, we recommend the rehabilitation program also target areas of identified segregation. Given the importance of these strategies to affirmatively furthering fair housing, the City should conduct analysis on beneficiaries as discussed in Program 27, including review of the zip code, and other demographics including

race, language, and disability and implement affirmative marketing to groups who have limited access to the program, as part of the housing element annual progress report. [Sacramento Housing Alliance]

The First Time Home Buyer program already includes a focus on areas of identified segregation. The final line of the program states: "Outreach for this program will be directed to disadvantaged geographic areas of the City, where there are overlapping factors such as poverty, overcrowding, cost burden, and poor housing conditions and where there is a higher proportion of communities of color." [emphasis added] However, this final portion of the line was omitted from the description of the Owner Occupied Housing Rehabilitation Program, so this same language has been added in response to this comment. The City also concurs that adding a monitoring component to track who receives assistance through these programs is advisable, and has included the following language at the beginning of Programs 1 and 19 (edits shown in ~~strikethrough~~ for deletions and **bold, underlined** for additions):

The City shall pursue and continue to participate in the ~~below~~ following federal and state programs. **Implementation of these programs shall include a monitoring component to regularly complete analysis of the characteristics of the beneficiaries of housing and service programs relative to the income-adjusted resident population, and will implement affirmative marketing to groups who are shown to have limited access to the program.**

Program 10 Non-residential Construction Fee: The City is to be commended for conducting the necessary nexus study to adopt a non-residential construction fee to support the development and retention of affordable housing. However, we recommend the program also include a commitment to prioritize affordable housing in areas of high opportunity or in areas at risk of displacement (as committed to in Program 9 In-lieu fees). This is especially important since the City does not regularly collect in-lieu fees and the adoption of a nonresidential construction fee will likely generate resources that could and should be effectively targeted. [Sacramento Housing Alliance]

The City concurs with this comment, and has added language from Program 9 into Program 10, as below:

The City shall consider the establishment of a non-residential construction fee program, and has initiated a nexus study to review the establishment of a non-residential construction fee which would levy a fee on non-residential construction to assist in the development and retention of affordable housing. The rationale behind this fee is that new employment is a factor in the need for additional housing. The City will review the establishment of a non-residential construction fee by 2021, at which time the City will determine if it will pursue a program and, if so, the specifics of the program. **The program shall prioritize funds for projects in areas of high opportunity or in areas at risk of displacement.**

Program 18 Accessory Dwelling Unit Outreach Program: We recommend the City outreach to owners of single family homes in addition to multi-family sites. [Sacramento Housing Alliance]

As part of outreach the City has found that the community is knowledgeable about the ability to develop accessory dwelling units (ADUs) on properties with a single-family home. The topic of ADUs has been widely discussed in the news over the last few years, in publications as different as AARP Magazine and Mother Jones News. However, since this news has focused heavily on ADUs in the context of single-family properties, the City found that people are not aware that multi-family buildings can also benefit from the use of ADUs. The City has provided outreach and discussion of ADUs in the single-family context with the Roseville Coalition of Neighborhood Associations and individual neighborhood associations, and continues to provide this outreach as part of its development reports to these organizations on an ongoing basis. Multifamily property owners are typically not engaged in neighborhood associations and cannot be reached via the City's existing, established processes, so

the City has added a program to ensure multifamily properties are made aware of their options related to ADUs.

*The City's analysis identifies many areas of the City that have suffered from historic disinvestment and remain segregated. While the programs describe general and specific strategies to potentially address these issues, they do not include specific commitments to any particular strategy or definitive timeframes for implementation. As noted in HCD's June 15, 2021 review, goals and actions must specifically respond to the analysis and identified contributing factors to fair housing issues and must be significant and meaningful enough to overcome identified patterns and trends, "Actions **must** (emphasis added) have metrics and milestones as appropriate." For example, one of the strategies indicates the City will "Continue and adopt policies to prevent displacement, yet the program does not describe when these new policies will be adopted. Another policy commits to "Create and fund housing plans to move people from emergency COVID sheltering to permanent affordable housing, and again the program does not commit to when those funds and rehousing plans will be adopted.*

Program 27 also commits to: (1) Monitor how public sector investments can contribute to economic changes in neighborhoods, possibly accelerating displacement of low-income residents. (2) In making planning decisions, be aware of how the built environment communicates inclusiveness or exclusiveness to different types of residents. However, there is no specific commitment to how those strategies will be implemented. Will the City adopt a specific monitoring program on the impact of public investments? The element should specifically address how those measure will be implemented and tracked over time.

The programs should more directly commit to target resources and strategies to ensure investments are equitably going where needed most, and residents are not displaced as neighborhoods are revitalized. [Sacramento Housing Alliance]

The City has reviewed all program timelines based on the first general comment, and has made changes as described in the response. With regard to the creation of permanent housing for individuals in COVID emergency sheltering, the City and Placer County are working together to apply for HOME funds when the Notice of Funding Availability is released this year, but because the City does not know if the funding will be secured, timing on implementation can't be included. However, application for the grant in 2021 was added to the timing. The Fair Housing Assessment includes a description on Housing Element page X-135 of the identified fair housing issues and the programs which are directly responsive to those issues.

The City also added additional geographic and issue-based targeting to programs, as follows:

- Program 1, Multi-Family New Construction, added the line "Projects in areas of high opportunity or in areas at risk of displacement will be prioritized to receive funds."
- Program 16, Prioritize Affordable Housing, the line was added "particularly for projects in areas of high opportunity or in areas at risk of displacement."

The element identifies a shortfall of sites and includes an adequate sites program (Program 14 Rezone Program for Adequate Sites). While the element identifies a number of potentially effective strategies because it does not commit to any specific actions to provide needed sites, the element does not demonstrate adequate sites will be available pursuant to the statutory deadline. The element should identify specific areas and strategies from the menu of options and commit to adopting enough of the strategies to demonstrate the City can meet its shortfall of adequate sites. [Sacramento Housing Alliance]

The City's Rezone Program includes Appendix E, which is a detailed evaluation of each of the four strategies, including a robust realistic capacity evaluation demonstrating that adequate sites will be available by the stated program (and statutory) deadline of 2024. Appendix E identifies specific areas and strategies, and the program includes the following statement: The City's rezone program, in combination with other programs, shall result in the City's achievement and maintenance of the minimum required capacity of 6,178 lower income units [emphasis added]. Therefore, the program

includes a clear commitment to implementing the program and both achieving and maintaining adequate sites by the statutory deadline.

Summarized comment: The City received 24 letters requesting the City establish a Preservation Ordinance. The letters use mostly the same language and request a program that would "facilitate the preservation and adaptive reuse of historical buildings when it comes to creating new/low income housing." The letters conclude by stating that "the 2021 Housing Element directly affects our historic areas and we ask that they be recognized and preserved with the adoption of a historical preservation program." [e-mails from residents]

The Housing Element is a citywide document, so does encompass areas of the City where there are buildings on the National Register of Historic Places. However, none of the properties identified in either the existing sites inventory or the rezone program inventory are properties with buildings listed as "significant" by the City's Significant Buildings Ordinance or with buildings on the state or national register. Furthermore, the purpose of a Housing Element is to facilitate the production of housing, through streamlining, incentives, and other support or planning. A Preservation Ordinance would introduce a new process that would, at minimum, slow down the production of housing for affected projects. The Housing Element is not the appropriate vehicle for the consideration of a Preservation Ordinance. The City has made no changes to the 2021 Housing Element in response to these comments.

In general, I am concerned that the city appears to remain focused on low-density single-family housing through much of the city. This leads to un-sustainable sprawl, growing affordability issues, and economic and racial disparities. This seems to be an opportunity to propose a bold plan to address these issues, though it is my opinion that the current draft does not get to the root of the problem. I am particularly interested in the Infill Area of the city, partly because I live here, and also that urban infill is the most impactful local policy that can address greenhouse gas emissions. In short, Roseville can meaningfully address climate change if the city allows the production of more homes near job centers and transit.

On page 12 of the Adoption Draft, it is stated that early discussion with the community included "Prioritizing infill development, particularly in commercial corridors, paired with discussions on how to promote conditions that result in "naturally occurring affordable housing" as well as "Policies or programs which could result in more medium density housing, such as bungalows and duplexes" I have a couple questions related to these items:

Was any consideration given to implementing specific plans over a larger area of the Infill Area? I have participated in the first community meeting about the Commercial Corridor plans, but these appear narrowly scoped to avoid altering the zoning or land use of surrounding neighborhoods. [e-mail from resident Derek Pell]

In the Fair Housing Assessment the City's analysis acknowledges the tension between focusing housing in the areas of highest opportunity, including lowest environmental burden and greatest access to educational opportunity, and focusing housing in the areas of greatest transit accessibility and jobs proximity, because these are not the same geographic areas. The areas of highest opportunity are located in the western, newer growth areas of the City while the areas of greatest transit accessibility and jobs proximity are in the City's core (infill) areas. In order to ensure the greatest number of people, particularly lower income households, have access to high opportunity areas of the City the inventory does focus most heavily on the western areas of the City rather than infill areas. However, the City has included both the Commercial Corridors and Infill Intensification strategies in Program 14 (Rezone Program) because there is a need to increase density in infill areas and provide housing in areas with good access to transit and jobs.

It appears that the Medium Density Residential land-use density of 7.0 - 12.9 du/acre is actually inconsistent with what is typically called "Missing Middle Housing", which likely exceeds this density with duplexes, four-plexes, bungalow courts, small apartments, etc. Has thought been given to a form-based zoning code for areas of the Infill Area? This has been shown to decrease the barrier to creating this missing housing while encouraging development that fits into the surrounding

neighborhood. In my neighborhood - Folsom Road, there are a significant number of duplexes and multiple units per lot. This makes for a denser, more diverse and walkable neighborhood that I very much enjoy.

I noticed that policy H2.11 (related to this "medium density" housing) is only addressed by two implementation measures - the Condo Conversion Ordinance and the Preservation of Affordable housing. Neither of these promote housing such as duplexes or bungalows. Are there other plans the city has to implement this policy? Such as creating land-use categories that are specifically intended to deliver missing middle housing that allow higher densities but require smaller buildings to achieve those densities, particularly within determined walkable contexts. [e-mail from resident Derek Pell]

The City's Medium Density Residential land use density is compatible with townhomes, duplexes/halfplexes, courtyard homes, cluster development, bungalow or court homes, and other missing middle product. In the City of Roseville developers typically build townhomes, courtyard, or cluster development in this land use designation, because these sell very well in the market area. All medium density and high density residential projects go through a Design Review entitlement process, which exists to allow a developer to propose unique development standards (e.g. setbacks) for their projects. This is essentially a form-based design process that uses the City's Community Design Guidelines, and allows an applicant to propose project-specific development standards in lieu of the City's typical development standards.

SENT VIA EMAIL ONLY

SHA
Board of Directors

July 20, 2021

Cathy Creswell
President
At-large

Trisha Isom
Housing Manager
Housing Division, Roseville Housing Authority
City of Roseville
316 Vernon Street, Suite 150
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Tyrone Buckley
Vice President
At-large

Paul Ainger
Treasurer
Volunteers of America

RE: Public Comments regarding the City of Roseville's July 8 Adoption Draft
Housing Element

Valerie Feldman
Secretary
At-large

Dear Ms. Isom:

LaShawnda Barker
At-large

The Sacramento Housing Alliance (SHA) submits the following comments regarding the City's draft 2021 Housing Element (DHE). We really appreciate Roseville's efforts to address its affordable housing needs. We also recognize and appreciate the significant efforts and commitment to engage with SHA by you and Lauren Hocker, Senior Planner. Our last meeting was particularly helpful in understanding a number of the City's current and proposed regulatory and program strategies. The current Adoption Draft element addresses many of our prior concerns. Our comments below represent the areas of the element that still require revision to ensure the City can continue and strengthen its successes in addressing the affordable housing crisis and fully comply with State housing element law.

Stephan Daues
Mercy Housing

Tamie Dramer
Organize Sacramento

Jenn Fleming
Mercy Housing

John Foley
Sacramento Self Help
Housing

1. Implementation Measures and Programs

Nur Kausar
At-large

The following describes changes still needed to comply with the law. In addition, we note that many of the programs are identified with a timeframe as ongoing and "at least annually," however it is not always clear what at least annually refers to (what program component) nor does it adequately respond to the statutory mandate to have concrete deadlines that demonstrate a beneficial impact within the planning period:

Stanley Keasling
At-large

Michelle Pariset
At-large

Alicia Sebastian
California Coalition for
Rural Housing

Rachel Smith
Rural Community Assistance Corporation

Holly Wunder-Stiles
Mutual Housing California

- Program 1/19 Federal and State Programs: While this program has been revised to note geographic targeting for the homeowner rehabilitation and first time homebuyer program, we recommend the rehabilitation program also target areas of identified segregation. Given the importance of these strategies to affirmatively furthering fair housing, the City should conduct

analysis on beneficiaries as discussed in Program 27, including review of the zip code, and other demographics including race, language, and disability and implement affirmative marketing to groups who have limited access to the program, as part of the housing element annual progress report.

- Program 10 Non-residential Construction Fee: The City is to be commended for conducting the necessary nexus study to adopt a non-residential construction fee to support the development and retention of affordable housing. However, we recommend the program also include a commitment to prioritize affordable housing in areas of high opportunity or in areas at risk of displacement (as committed to in Program 9 In-lieu fees). This is especially important since the City does not regularly collect in-lieu fees and the adoption of a nonresidential construction fee will likely generate resources that could and should be effectively targeted.
- Program 18 Accessory Dwelling Unit Outreach Program: We recommend the City outreach to owners of single family homes in addition to multi-family sites.

2. Fair Housing Assessment: Affirmatively Furthering Fair Housing:

The City's analysis identifies many areas of the City that have suffered from historic disinvestment and remain segregated. While the programs describe general and specific strategies to potentially address these issues, they do not include specific commitments to any particular strategy or definitive timeframes for implementation. As noted in HCD's June 15, 2021 review, goals and actions must specifically respond to the analysis and identified contributing factors to fair housing issues and must be significant and meaningful enough to overcome identified patterns and trends, Actions *must* (emphasis added) have metrics and milestones as appropriate." For example, one of the strategies indicates the City will "Continue and adopt policies to prevent displacement, yet the program does not describe when these new policies will be adopted. Another policy commits to "Create and fund housing plans to move people from emergency COVID sheltering to permanent affordable housing,..., and again the program does not commit to when those funds and rehousing plans will be adopted.

Program 27 also commits to: (1) Monitor how public sector investments can contribute to economic changes in neighborhoods, possibly accelerating displacement of low-income residents. (2) In making planning decisions, be aware of how the built environment communicates inclusiveness or exclusiveness to different types of residents. However, there is no specific commitment to how those strategies will be implemented. Will the City adopt a specific monitoring program on the

impact of public investments? The element should specifically address how those measure will be implemented and tracked over time.

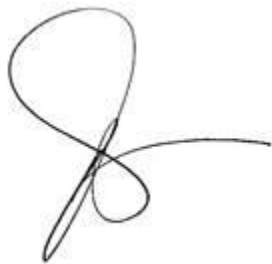
The programs should more directly commit to target resources and strategies to ensure investments are equitably going where needed most, and residents are not displaced as neighborhoods are revitalized.

3. Adequate Sites Program:

The element identifies a shortfall of sites and includes an adequate sites program (Program 14 Rezone Program for Adequate Sites). While the element identifies a number of potentially effective strategies because it does not commit to any specific actions to provide needed sites, the element does not demonstrate adequate sites will be available pursuant to the statutory deadline. The element should identify specific areas and strategies from the menu of options and commit to adopting enough of the strategies to demonstrate the City can meet its shortfall of adequate sites.

Thank you very much for your dedication to Roseville and your consideration of our comments. We have appreciated your willingness to meet with us several times and look forward to our continuing partnership.

Sincerely,

A handwritten signature in black ink, appearing to be 'Kendra Lewis', with a large loop at the top and a horizontal line extending to the right.

Kendra Lewis, Executive Director
Sacramento Housing Alliance

A handwritten signature in black ink, appearing to be 'Cathy Creswell', written in a cursive style.

Cathy Creswell, Board President
Sacramento Housing Alliance

From: [Derek Pell](#)
To: [Hocker, Lauren](#); [Isom, Trisha](#)
Subject: Housing Element Update - Questions
Date: Thursday, July 15, 2021 12:51:30 AM

EXTERNAL: This email originated from outside of the organization. Do not click on any links or open attachments unless you recognize the sender and know the content is safe.

Good evening Ms. Hocker and Ms. Isom,

My name is Derek Pell, I'm a Roseville resident, fairly new to the city having moved here in late 2019. I have been looking into the Housing Element update and it is clear that city staff have put in a lot of work to navigate the complex land use of the city and attempt to meet the required housing needs of future Rosevillians! Thank you for your hard work on behalf of the community. I haven't particularly dug into civic issues such as land use, zoning, or affordable housing before, so please pardon any ignorance on my end (maybe some of this is unrelated to the Housing Element, I am not 100% sure on how all the different city plans and codes interact), however I feel that I should make my voice heard, nonetheless.

In general, I am concerned that the city appears to remain focused on low-density single-family housing through much of the city. This leads to un-sustainable sprawl, growing affordability issues, and economic and racial disparities. This seems to be an opportunity to propose a bold plan to address these issues, though it is my opinion that the current draft does not get to the root of the problem. I am particularly interested in the Infill Area of the city, partly because I live here, and also that urban infill is the most impactful local policy that can address greenhouse gas emissions. In short, Roseville can meaningfully address climate change if the city allows the production of more homes near job centers and transit.

On page 12 of the Adoption Draft, it is stated that early discussion with the community included "Prioritizing infill development, particularly in commercial corridors, paired with discussions on how to promote conditions that result in "naturally occurring affordable housing" as well as "Policies or programs which could result in more medium density housing, such as bungalows and duplexes" I have a couple questions related to these items:

- Was any consideration given to implementing specific plans over a larger area of the Infill Area? I have participated in the first community meeting about the Commercial Corridor plans, but these appear narrowly scoped to avoid altering the zoning or land use of surrounding neighborhoods.
- It appears that the Medium Density Residential land-use density of 7.0 - 12.9 du/acre is actually inconsistent with what is typically called "Missing Middle Housing", which likely exceeds this density with duplexes, four-plexes, bungalow courts, small apartments, etc. Has thought been given to a form-based zoning code for areas of the Infill Area? [This has been shown to decrease the barrier to creating this missing housing](#) while encouraging development that fits into the surrounding neighborhood. In my neighborhood - Folsom Road, there are a significant number of duplexes and multiple units per lot. This makes for a denser, more diverse and walkable neighborhood that I very much enjoy.
- I noticed that policy H2.11 (related to this "medium density" housing) is only addressed by two implementation measures - the Condo Conversion Ordinance and the Preservation of Affordable housing. Neither of these promote housing such as duplexes or bungalows. Are there other plans the city has to implement this policy? Such

as creating land-use categories that are specifically intended to deliver missing middle housing, that allow higher densities but require smaller buildings to achieve those densities, particularly within determined walkable contexts.

Thank you very much for your time and consideration.

Derek Pell

--

derek.j.pell@gmail.com

(530) 863-0662

From: Pam Wilkinson <pammwilkinson@gmail.com>

Sent: Thursday, July 22, 2021 4:29 PM

To: Isom, Trisha <tisom@roseville.ca.us>

Subject: The Redlined Housing Element

Thank you, thank you, thank you -- all of the planning department who worked on the updating of the Housing Element.

I've read most of the redlined version and continued to find that my input was included. Maybe I'm not alone re: child care, glossary, etc.

Pam Wilkinson

former city planner in local governments in California, New York and Washington state.

Hocker, Lauren

From: Abundant Minds Freelance Consulting <abundant.am@gmail.com>
Sent: Friday, July 16, 2021 1:49 PM
To: Housing Element
Subject: Millennials want to see more Revitalized History - next to New Modernity. Don't write over the past; hold space for what was within what will be.

Dear Roseville Planning Commission,

As a local millennial, I am personally invested in the changes planned for Roseville. I want to see my hometown's history preserved. As an informed citizen, I believe in it is prudent for Roseville to make active efforts to include preservation safeguards in all long-term city planning.

Therefore,

Please consider this formal request: the 2021 Housing Element should include the adoption of ordinances that would facilitate the preservation and adaptive reuse of historical buildings when it comes to creating new/low income housing.

Though much of the specific plan area includes historic properties, there's no mention of them in the plan draft at all. The General Plan 2020 had preservation goals that haven't been met and this is a perfect time to meet them. We would like to see historical properties restored and creatively reused to meet housing goals, rather than unnecessarily and wastefully demolished to make way for new buildings.

By adopting a historical preservation program, (which would include the creation of a Roseville register of historic properties and ordinances to go along with them), historic-era building owners who choose to register their buildings would have access to grants, historic tax credits and other financial incentives to rehabilitate their buildings for new residential/mixed uses. We have an ongoing petition for the adoption of a historical preservation program that has 605 signatures, 135 of which are historic-era building owners. This is something that locals are concerned about.

You can read that petition statement (which includes the preservation goals mentioned in the General Plan 2020)at:

<https://savehistoricroseville.org/the-petition>

The Petition | Belvedere Preservation Alliance

BELVEDERE PRESERVATION ALLIANCE . This petition calls for the City of Roseville to take the first step towards ensuring the preservation of Roseville's historical properties.

savehistoricroseville.org

The 2021 Housing Element directly affects our historic areas and we ask that they be recognized and preserved with the adoption of a historical preservation program.

Sincerely,

Alyssa June Maspero, M.A.

Executive Assistant to the Community Manager

Diamond K Estates

16 Richards Drive

Hocker, Lauren

From: Ed Beazley <edlikesgettingemail@gmail.com>
Sent: Monday, July 19, 2021 7:07 PM
To: Housing Element
Subject: Preserve Roseville

EXTERNAL: This email originated from outside of the organization. Do not click on any links or open attachments unless you recognize the sender and know the content is safe.

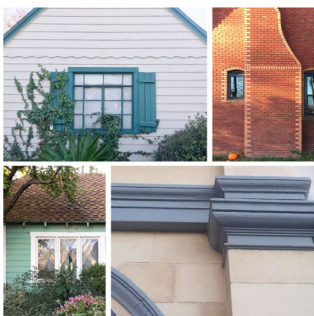
Dear Roseville Planning Commission,

I want to see the 2021 Housing Element include the adoption of ordinances that would facilitate the preservation and adaptive reuse of historical buildings when it comes to creating new/low income housing. Though much of the specific plan area includes historic properties, there's no mention of them in the plan draft at all. The General Plan 2020 had preservation goals that haven't been met and this is a perfect time to meet them. We would like to see historical properties restored and creatively reused to meet housing goals, rather than unnecessarily and wastefully demolished to make way for new buildings.

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<https://savehistoricroseville.org/the-petition>



[The Petition |
Belvedere
Preservation
Alliance](#)

The 2021 Housing Element directly affects our historic areas and we ask that they be recognized and preserved with the adoption of a historical preservation program.

Sincerely,
Ed Beazley

Hocker, Lauren

From: Ashton Bohm <ashtondboh@gmail.com>
Sent: Wednesday, July 21, 2021 1:04 PM
To: Housing Element
Subject: 2021 Housing Element

EXTERNAL: This email originated from outside of the organization. Do not click on any links or open attachments unless you recognize the sender and know the content is safe.

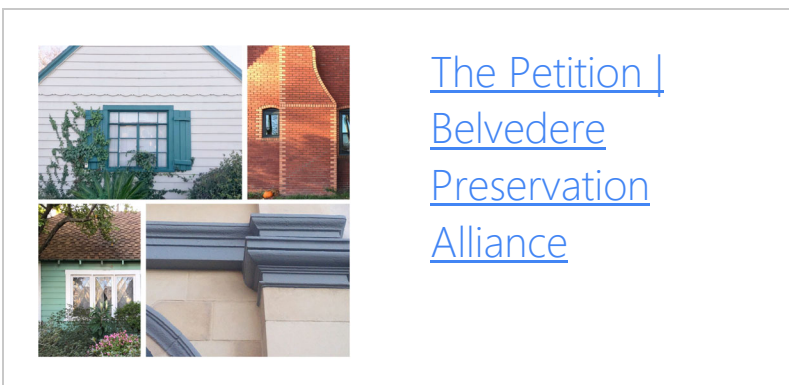
Dear Roseville Planning Commission,

I want to see the 2021 Housing Element include the adoption of ordinances that would facilitate the preservation and adaptive reuse of historical buildings when it comes to creating new/low income housing. Though much of the specific plan area includes historic properties, there's no mention of them in the plan draft at all. The General Plan 2020 had preservation goals that haven't been met and this is a perfect time to meet them. We would like to see historical properties restored and creatively reused to meet housing goals, rather than unnecessarily and wastefully demolished to make way for new buildings.

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You can read that petition statement (which includes the preservation goals mentioned in the General Plan 2020)at:

<https://savehistoricroseville.org/the-petition>



The 2021 Housing Element directly affects our historic areas and we ask that they be recognized and preserved with the adoption of a historical preservation program.

Sincerely,

Ashton D. Bohm
Program Instructor, Studio 700
Arc of Placer County

Hocker, Lauren

From: brittinghamgarrido <brittinghamgarrido@att.net>
Sent: Friday, July 16, 2021 12:51 AM
To: Housing Element
Subject: 2021 Housing Element

EXTERNAL: This email originated from outside of the organization. Do not click on any links or open attachments unless you recognize the sender and know the content is safe.

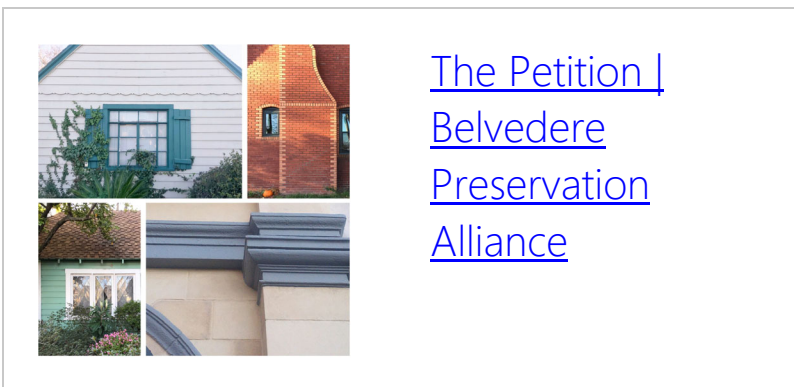
Dear Roseville Planning Commission,

I want to see the 2021 Housing Element include the adoption of ordinances that would facilitate the preservation and adaptive reuse of historical buildings when it comes to creating new/low income housing. Though much of the specific plan area includes historic properties, there's no mention of them in the plan draft at all. The General Plan 2020 had preservation goals that haven't been met and this is a perfect time to meet them. We would like to see historical properties restored and creatively reused to meet housing goals, rather than unnecessarily and wastefully demolished to make way for new buildings.

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<https://savehistoricroseville.org/the-petition>



The 2021 Housing Element directly affects our historic areas and we ask that they be recognized and preserved with the adoption of a historical preservation program.

Sincerely,

Dana Brittingham

Sent via the Samsung Galaxy S10e, an AT&T 5G Evolution capable smartphone

Hocker, Lauren

From: Megan Constancio <megan@pac-cap.com>
Sent: Friday, July 16, 2021 5:01 PM
To: Housing Element
Subject: 2021 Housing Element

EXTERNAL: This email originated from outside of the organization. Do not click on any links or open attachments unless you recognize the sender and know the content is safe.

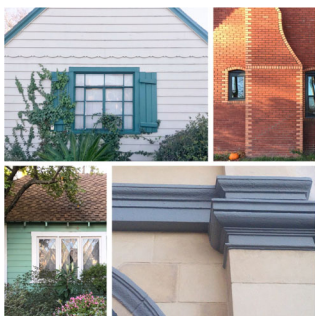
Dear Roseville Planning Commission,

I want to see the 2021 Housing Element include the adoption of ordinances that would facilitate the preservation and adaptive reuse of historical buildings when it comes to creating new/low income housing. Though much of the specific plan area includes historic properties, there's no mention of them in the plan draft at all. The General Plan 2020 had preservation goals that haven't been met and this is a perfect time to meet them. We would like to see historical properties restored and creatively reused to meet housing goals, rather than unnecessarily and wastefully demolished to make way for new buildings.

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<https://savehistoricroseville.org/the-petition>



[The Petition |
Belvedere
Preservation
Alliance](#)

The 2021 Housing Element directly affects our historic areas and we ask that they be recognized and preserved with the adoption of a historical preservation program.

Sincerely,

Megan Constancio

Sent from my iPhone

Hocker, Lauren

From: Jennifer Esparza <jenesparza@surewest.net>
Sent: Thursday, July 15, 2021 10:06 AM
To: Housing Element
Subject: Historical Preservation Program

EXTERNAL: This email originated from outside of the organization. Do not click on any links or open attachments unless you recognize the sender and know the content is safe.

Dear Roseville Planning Commission,

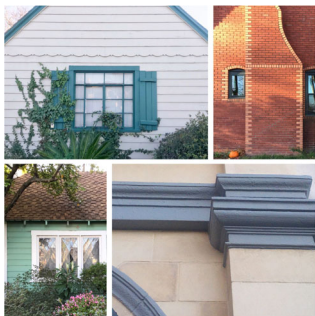
I want to see the 2021 Housing Element include the adoption of ordinances that would facilitate the preservation and adaptive reuse of historical buildings when it comes to creating new/low income housing. Though much of the specific plan area includes historic properties, there's no mention of them in the plan draft at all. The General Plan 2020 had preservation goals that haven't been met and this is a perfect time to meet them. We would like to see historical properties restored and creatively reused to meet housing goals, rather than unnecessarily and wastefully demolished to make way for new buildings.

I am a third generation Roseville resident and take pride in the city I live in. I volunteer weekly as a docent at the Roseville Historical Society and visitors regularly express their feelings of the importance of preservation. This town has an incredible history and has become what it is today because of the 'pioneers' that worked tirelessly to build it. Not honoring that is careless and does everybody a disservice.

By adopting a historical preservation program, (which would include the creation of a Roseville register of historic properties and ordinances to go along with them), historic-era building owners who choose to register their buildings would have access to grants, historic tax credits and other financial incentives to rehabilitate their buildings for new residential/mixed uses. We have an ongoing petition for the adoption of a historical preservation program that has 605 signatures, 135 of which are historic-era building owners. This is something that locals are concerned about.

You can read that petition statement (which includes the preservation goals mentioned in the General Plan 2020)at:

<https://savehistoricroseville.org/the-petition>



[The Petition | Belvedere Preservation Alliance](#)

The 2021 Housing Element directly affects our historic areas and we ask that they be recognized and preserved with the adoption of a historical preservation program.

Sincerely,
Jennifer Esparza

Hocker, Lauren

From: Allison Foster <allisoncfoster@me.com>
Sent: Tuesday, July 20, 2021 3:54 PM
To: Housing Element
Subject: 2021 Housing Element

EXTERNAL: This email originated from outside of the organization. Do not click on any links or open attachments unless you recognize the sender and know the content is safe.

Dear Roseville Planning Commission,

My name is Allison and I was born and raised in Roseville, I love this city! As a young adult (30), I am actively thinking about where I want to be when I start my family in the next 5 years and I would love to see Roseville keep it's charm while it is experiencing such huge growth. I think there is an inaccurate idea that the upcoming generations do not value historical aspects. This is wrong! We love to thrift, we love sustainably, and we love history! These all go hand in hand with preserving the historical architecture of our city. Cities with historical preservation show that the town cares about more than just money and expansion. That is a huge draw for me and many of my fellow millennials! I urge you to save Roseville's history!

I want to see the 2021 Housing Element include the adoption of ordinances that would facilitate the preservation and adaptive reuse of historical buildings when it comes to creating new/low income housing. Though much of the specific plan area includes historic properties, there's no mention of them in the plan draft at all. The General Plan 2020 had preservation goals that haven't been met and this is a perfect time to meet them. We would like to see historical properties restored and creatively reused to meet housing goals, rather than unnecessarily and wastefully demolished to make way for new buildings.

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You can read that petition statement (which includes the preservation goals mentioned in the General Plan 2020)at:

<https://savehistoricroseville.org/the-petition>

The 2021 Housing Element directly affects our historic areas and we ask that they be recognized and preserved with the adoption of a historical preservation program.

Thank you for your time and consideration!

Sincerely,
Allison Foster



[The Petition |
Belvedere
Preservation
Alliance](https://savehistoricroseville.org/the-petition)

Hocker, Lauren

From: Travis <travis59@surewest.net>
Sent: Thursday, July 15, 2021 5:10 AM
To: Housing Element
Subject: Historical Preservation

EXTERNAL: This email originated from outside of the organization. Do not click on any links or open attachments unless you recognize the sender and know the content is safe.

Dear Roseville Planning Commission,

I want to see the 2021 Housing Element include the adoption of ordinances that would facilitate the preservation and adaptive reuse of historical buildings when it comes to creating new/low income housing. Though much of the specific plan area includes historic properties, there's no mention of them in the plan draft at all. The General Plan 2020 had preservation goals that haven't been met and this is a perfect time to meet them. We would like to see historical properties restored and creatively reused to meet housing goals, rather than unnecessarily and wastefully demolished to make way for new buildings.

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The 2021 Housing Element directly affects our historic areas and we ask that they be recognized and preserved with the adoption of a historical preservation program.

Sincerely,

Travis Fowler
305 Sierra Blvd
Roseville Calif 95678



Hocker, Lauren

From: Christopher Guzman <chris@magmacreative.com>
Sent: Wednesday, July 14, 2021 8:26 PM
To: Housing Element
Subject: 2021 Housing Element

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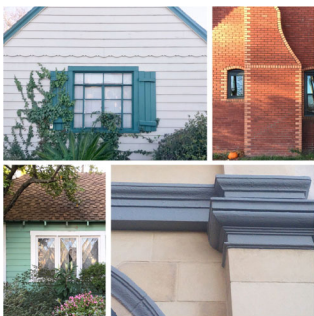
Dear Roseville Planning Commission,

I'm Chris Guzman, owner of Magma Creative, Inc. in downtown Roseville. I want to see the 2021 Housing Element include the adoption of ordinances that would facilitate the preservation and adaptive reuse of historical buildings when it comes to creating new/low income housing. Though much of the specific plan area includes historic properties, there's no mention of them in the plan draft at all. The General Plan 2020 had preservation goals that haven't been met and this is a perfect time to meet them. We would like to see historical properties restored and creatively reused to meet housing goals, rather than unnecessarily and wastefully demolished to make way for new buildings.

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You can read that petition statement (which includes the preservation goals mentioned in the General Plan 2020)at:

<https://savehistoricroseville.org/the-petition>



[The Petition |
Belvedere
Preservation
Alliance](https://savehistoricroseville.org/the-petition)

The 2021 Housing Element directly affects our historic areas and we ask that they be recognized and preserved with the adoption of a historical preservation program.

Sincerely,



Chris Guzman

Creative Director

p. (916) 780-1181

m. (916) 300-7430

w. MagmaCreative.com

a. 530 Oak Street., Roseville, CA 95678



Hocker, Lauren

From: Brittany March <brittanymarchhomes@gmail.com>
Sent: Wednesday, July 14, 2021 12:34 PM
To: Housing Element
Subject: Historical Preservation Program

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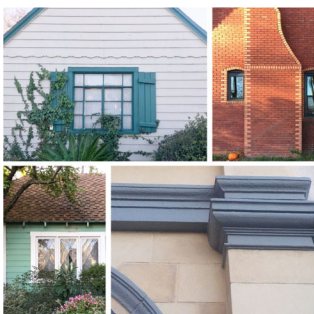
Dear Roseville Planning Commission,

My name is Brittany March, I am a local real estate agent in the Roseville community. My husband and I own a 1905 home in Sierra Vista. We love the charm, the history, and the community that Roseville has to offer. I want to see the 2021 Housing Element include the adoption of ordinances that would facilitate the preservation and adaptive reuse of historical buildings when it comes to creating new/low income housing. Though much of the specific plan area includes historic properties, there's no mention of them in the plan draft at all. The General Plan 2020 had preservation goals that haven't been met and this is a perfect time to meet them. We would like to see historical properties restored and creatively reused to meet housing goals, rather than unnecessarily and wastefully demolished to make way for new buildings.

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[The Petition | Belvedere Preservation Alliance](#)

BELVEDERE
PRESERVATION
ALLIANCE . This
petition calls for the
City of Roseville to
take the first step

towards ensuring the
preservation of
Roseville's historical
properties.

savehistoricroseville.org

The 2021 Housing Element directly affects our historic areas and we ask that they be recognized and preserved with the adoption of a historical preservation program.

Sincerely,

Brittany March

--



Hocker, Lauren

From: Moriah Toledo <moe.grammer@gmail.com>
Sent: Friday, July 16, 2021 2:45 PM
To: Housing Element
Subject: 2021 Housing Element Input

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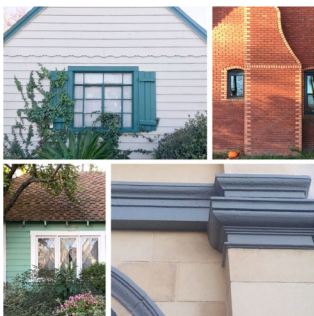
Dear Roseville Planning Commission,

I want to see the 2021 Housing Element include the adoption of ordinances that would facilitate the preservation and adaptive reuse of historical buildings when it comes to creating new/low income housing. Though much of the specific plan area includes historic properties, there's no mention of them in the plan draft at all. The General Plan 2020 had preservation goals that haven't been met and this is a perfect time to meet them. We would like to see historical properties restored and creatively reused to meet housing goals, rather than unnecessarily and wastefully demolished to make way for new buildings.

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<https://savehistoricroseville.org/the-petition>



[The Petition |
Belvedere
Preservation
Alliance](https://savehistoricroseville.org/the-petition)

The 2021 Housing Element directly affects our historic areas and we ask that they be recognized and preserved with the adoption of a historical preservation program.

We love this town, and our historic districts. It's of the utmost importance that we protect it for our future generations to come.

Sincerely,
Moriah Toledo

Hocker, Lauren

From: Jeremy Ocampo <ocampo.jeremy@gmail.com>
Sent: Thursday, July 15, 2021 5:41 PM
To: Housing Element

EXTERNAL: This email originated from outside of the organization. Do not click on any links or open attachments unless you recognize the sender and know the content is safe.

Dear Roseville Planning Commission,

I want to see the 2021 Housing Element include the adoption of ordinances that would facilitate the preservation and adaptive reuse of historical buildings when it comes to creating new/low income housing. Though much of the specific plan area includes historic properties, there's no mention of them in the plan draft at all. The General Plan 2020 had preservation goals that haven't been met and this is a perfect time to meet them. We would like to see historical properties restored and creatively reused to meet housing goals, rather than unnecessarily and wastefully demolished to make way for new buildings.

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[The Petition |
Belvedere
Preservation
Alliance](#)

The 2021 Housing Element directly affects our historic areas and we ask that they be recognized and preserved with the adoption of a historical preservation program.

Sincerely,

Jeremy Ocampo

Hocker, Lauren

From: Lauren Paulson <laurenpaulson17@gmail.com>
Sent: Tuesday, July 20, 2021 4:08 PM
To: Housing Element
Subject: Historic Preservation Ordinances

EXTERNAL: This email originated from outside of the organization. Do not click on any links or open attachments unless you recognize the sender and know the content is safe.

Dear Roseville Planning Commission,

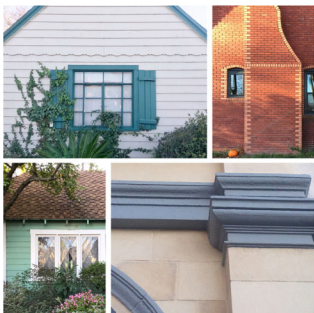
Thank you for considering this, I feel very strongly that preservation of worthy historic buildings is an important issue for me as a Roseville resident.

I want to see the 2021 Housing Element include the adoption of ordinances that would facilitate the preservation and adaptive reuse of historical buildings when it comes to creating new/low income housing. Though much of the specific plan area includes historic properties, there's no mention of them in the plan draft at all. The General Plan 2020 had preservation goals that haven't been met and this is a perfect time to meet them. We would like to see historical properties restored and creatively reused to meet housing goals, rather than unnecessarily and wastefully demolished to make way for new buildings.

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[The Petition |
Belvedere
Preservation
Alliance](https://savehistoricroseville.org/the-petition)

The 2021 Housing Element directly affects our historic areas and I ask that they be recognized and preserved with the adoption of a historical preservation program.

Thank you again,

Lauren Paulson

Hocker, Lauren

From: Robert <rlplionel@yahoo.com>
Sent: Sunday, July 18, 2021 9:16 PM
To: Housing Element
Subject: 2021 Housing Element

EXTERNAL: This email originated from outside of the organization. Do not click on any links or open attachments unless you recognize the sender and know the content is safe.

Greetings,

As a resident living in an older Roseville neighborhood, I would like to see the 2021 Housing Element include adoption of ordinances that would facilitate the preservation and reuse of historical buildings when creating new/low income housing. Though much of the specific plan area includes historic properties, there's no mention of them in the draft plan. General Plan 2020 had preservation goals that weren't met and this would be an opportune time to meet them. I would like to see historical properties restored and creatively reused to meet housing needs, rather than unnecessarily demolished to make way for new buildings.

By adopting an historical preservation program, which would include the creation of a Roseville register of historic properties and ordinances to go along with them, historic building owners who choose to register their buildings would have access to grants, tax credits and other financial incentives to rehabilitate their buildings for new residential/mixed uses. There is a current petition for the adoption of a historical preservation program that has over 600 signatures, at least 135 of which are historic building owners. Preserving our history is something that local residents care about.

You can read the petition statement, which includes preservation goals mentioned in General Plan 2020 at: <https://savehistoricroseville.org/the-petition>

The 2021 Housing Element directly affects our historic areas and I ask that they be recognized and preserved with the adoption of a historical preservation program. Thanks for your consideration.

Robert Powell
153 Nevada Avenue

Hocker, Lauren

From: Alexa Roberts <alexaroberts@hotmail.com>
Sent: Wednesday, July 14, 2021 11:50 AM
To: Housing Element
Subject: 2021 Housing Element

EXTERNAL: This email originated from outside of the organization. Do not click on any links or open attachments unless you recognize the sender and know the content is safe.

Dear Roseville Planning Commission,

We want to see the 2021 Housing Element include the adoption of ordinances that would facilitate the preservation and adaptive reuse of historical buildings when it comes to creating new/low income housing. Though much of the specific plan area includes historic properties, there's no mention of them in the plan draft at all. The General Plan 2020 had preservation goals that haven't been met and this is a perfect time to meet them. We would like to see historical properties restored and creatively reused to meet housing goals, rather than unnecessarily and wastefully demolished to make way for new buildings.

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The 2021 Housing Element directly affects our historic areas and we ask that they be recognized and preserved with the adoption of a historical preservation program.

Sincerely,

Alexa Roberts
President & Founder
Belvedere Preservation Alliance
Instagram: @belvederepreservationalliance

Hocker, Lauren

From: Jan Roberts <jan.roberts@unishippers.com>
Sent: Wednesday, July 14, 2021 1:06 PM
To: Housing Element
Subject: 2021 Housing Element

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Dear Roseville Planning Commission,

I want to see the 2021 Housing Element include the adoption of ordinances that would facilitate the preservation and adaptive reuse of historical buildings when it comes to creating new/low income housing. Though much of the specific plan area includes historic properties, there's no mention of them in the plan draft at all. The General Plan 2020 had preservation goals that haven't been met and this is a perfect time to meet them. We would like to see historical properties restored and creatively reused to meet housing goals, rather than unnecessarily and wastefully demolished to make way for new buildings.

By adopting a historical preservation program, (which would include the creation of a Roseville register of historic properties and ordinances to go along with them), historic-era building owners who choose to register their buildings would have access to grants, historic tax credits and other financial incentives to rehabilitate their buildings for new residential/mixed uses. We have an ongoing petition for the adoption of a historical preservation program that has 605 signatures, 135 of which are historic-era building owners. This is something that locals are concerned about.

You can read that petition statement (which includes the preservation goals mentioned in the General Plan 2020) at:

<https://savehistoricroseville.org/the-petition>



The 2021 Housing Element directly affects our historic areas and we ask that they be recognized and preserved with the adoption of a historical preservation program.

Sincerely,

Jan G. Roberts, President
Roberts Freight Consultants, Inc., dba Unishippers



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Hocker, Lauren

From: Stacey Roberts <stacey.roberts@unishippers.com>
Sent: Wednesday, July 14, 2021 2:05 PM
To: Housing Element
Subject: 2021 Housing Element - Preserving Roseville's History

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Dear Roseville Planning Commission,

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Alliance](#)

The 2021 Housing Element directly affects our historic areas and we ask that they be recognized and preserved with the adoption of a historical preservation program.

Sincerely,

Stacey Roberts
Vice President
Roberts Freight Consultants, Inc.,
(916) 782-2872 ext. 101
(916) 300-2313 / Cell
(916) 782-1233 / Fax

Hocker, Lauren

From: Leslie Summerill <lsummerill@gmail.com>
Sent: Tuesday, July 20, 2021 4:09 PM
To: Housing Element
Subject: 2021 Housing Element

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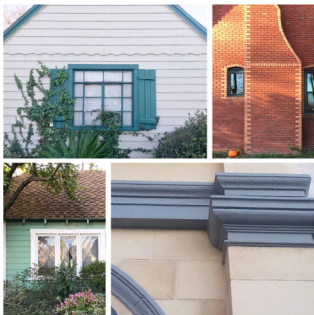
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The 2021 Housing Element directly affects our historic areas and we ask that they be recognized and preserved with the adoption of a historical preservation program.

Sincerely,

Leslie

--

Leslie C. Summerill
916-804-7481
700 Grove Street
Roseville,CA 95678

Hocker, Lauren

From: Shawn Foster <shawnxfoster@gmail.com>
Sent: Wednesday, July 21, 2021 4:05 PM
To: Housing Element
Subject: 2021 Housing Element

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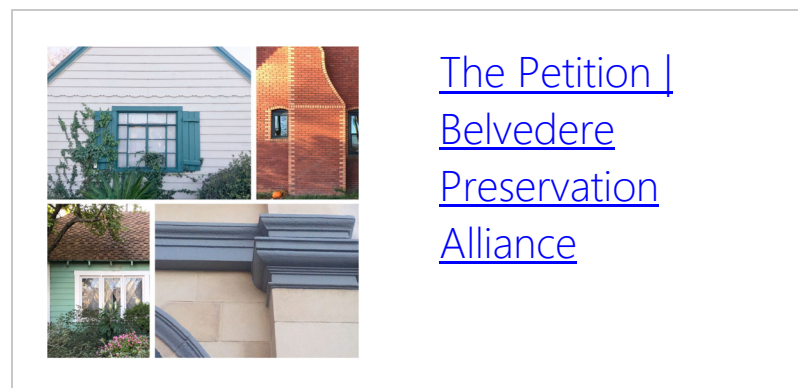
Dear Roseville Planning Commission,

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<https://savehistoricroseville.org/the-petition>



The 2021 Housing Element directly affects our historic areas and we ask that they be recognized and preserved with the adoption of a historical preservation program.

Sincerely,
Shawn Foster

Hocker, Lauren

From: Mike Hazen <MHazen@tiltonpacific.com>
Sent: Thursday, July 22, 2021 8:13 AM
To: Housing Element
Subject: Register of Historic Properties and Preservation Program

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Dear Roseville Planning Commission,

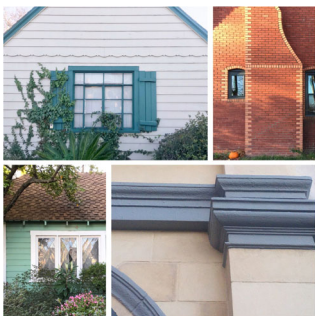
My wife Jamie and I have been Roseville residents all of our lives. We live in the Central part of Roseville in a home built in the 1950's and we believe a register of historic properties in Roseville is a good idea and encourage you to consider adopting a preservation program to protect the history of our City.

I want to see the 2021 Housing Element include the adoption of ordinances that would facilitate the preservation and adaptive reuse of historical buildings when it comes to creating new/low income housing. Though much of the specific plan area includes historic properties, there's no mention of them in the plan draft at all. The General Plan 2020 had preservation goals that haven't been met and this is a perfect time to meet them. We would like to see historical properties restored and creatively reused to meet housing goals, rather than unnecessarily and wastefully demolished to make way for new buildings.

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The 2021 Housing Element directly affects our historic areas and we ask that they be recognized and preserved with the adoption of a historical preservation program.

Sincerely,

Mike and Jamie Hazen
408 Dudley Drive
Roseville CA 95678
916-741-8785

Mike Hazen
Environmental, Health and Safety Director



Corporate Office
4150 Citrus Ave.
Rocklin, CA 95677-4000
(916) 630-7200 x222
(916) 741-8785 mobile

MHazen@tiltonpacific.com
www.tiltonpacific.com

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Hocker, Lauren

From: Evan Mackall <e.mackall1992@gmail.com>
Sent: Thursday, July 22, 2021 10:58 AM
To: Housing Element
Subject: 2021 Housing Element

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Dear Roseville Planning Commission,

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<https://savehistoricroseville.org/the-petition>



The 2021 Housing Element directly affects our historic areas and we ask that they be recognized and preserved with the adoption of a historical preservation program.

Best,
Evan Mackall

Hocker, Lauren

From: Sarah Martinelli <sarahmartinelli46@gmail.com>
Sent: Wednesday, July 21, 2021 3:39 PM
To: Housing Element
Subject: Please read

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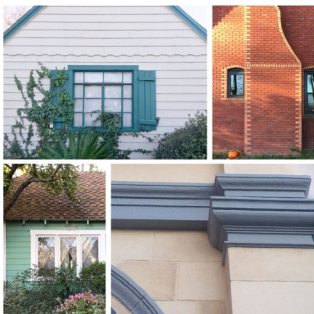
Dear Roseville Planning Commission,

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The 2021 Housing Element directly affects our historic areas and we ask that they be recognized and preserved with the adoption of a historical preservation program.

Sincerely,
Sarah Martinelli

SM

Hocker, Lauren

From: Lyndsey Reed <lyndsey.reed@gmail.com>
Sent: Thursday, July 22, 2021 3:23 PM
To: Housing Element
Subject: Roseville needs Historic Preservation

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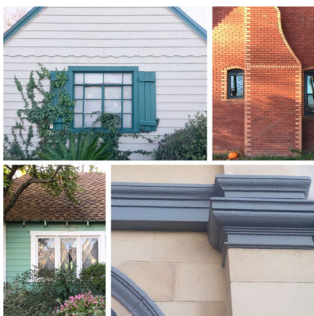
Dear Roseville Planning Commission,

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The 2021 Housing Element directly affects our historic areas and we ask that they be recognized and preserved with the adoption of a historical preservation program.

Sincerely,
Lyndsey Reed
Life-long Roseville Resident

Hocker, Lauren

From: Danny Silveira <danny.silveira1985@gmail.com>
Sent: Thursday, July 22, 2021 12:19 PM
To: Housing Element
Subject: Public comment: 2021 Housing Element

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Dear Roseville Planning Commission,

My name is Danielle Silveira and I am a descendant of William Sawtell (great-great grandfather) and Martin A. Schellhaus (great-great-great-grandfather) who were both influential cultural figures in Roseville history. I am also a new resident of the community and proud to call Roseville my home.

I want to see the 2021 Housing Element include the adoption of ordinances that would facilitate the preservation and adaptive reuse of historical buildings when it comes to creating new/low income housing. Though much of the specific plan area includes historic properties, there's no mention of them in the plan draft at all. The General Plan 2020 had preservation goals that haven't been met and this is a perfect time to meet them. We would like to see historical properties restored and creatively reused to meet housing goals, rather than unnecessarily and wastefully demolished to make way for new buildings.

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<https://savehistoricroseville.org/the-petition>

Thank you very much for time ~

Sincerely,

Danielle Silveira

ADDENDUM TO THE 2035 GENERAL PLAN ENVIRONMENTAL IMPACT REPORT (SCH #2019080418, CERTIFIED ON AUGUST 5, 2020)

Project Title/File Number:	2021 Housing Element
Project Location:	Citywide
Project Description:	The project is an update to the City's 2013 Housing Element, which is a required component of the City's General Plan. The purpose of the Housing Element is to identify current and projected housing needs, and set goals, policies, and programs to address those needs. The updated 2021 Housing Element covers the planning period of 2021 to 2029.
Project Applicant:	City of Roseville
Property Owner:	City of Roseville
Lead Agency Contact:	Lauren Hocker, 916-774-5272

An Addendum to a previously certified environmental impact report may be prepared for a project if only minor technical changes or additions are necessary or none of the conditions calling for the preparation of a subsequent EIR have occurred (California Environmental Quality Act Guidelines [CEQA] Section 15164). Consistent with CEQA Guidelines Section 15164, the below analysis has been prepared in order to demonstrate that none of the conditions described in Section 15162 of the CEQA Guidelines calling for preparation of a subsequent EIR have occurred and that only minor technical changes or additions are necessary in order to deem the adopted or certified prior environmental document adequate to describe the impacts of the proposed project. CEQA Guidelines Section 15164 also states that an addendum need not be circulated for public review, but can be included in or attached to the adopted or certified environmental document for consideration by the hearing body. This Addendum focuses only on those aspects of the project or its impacts which require additional discussion.

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PROJECT DESCRIPTION

Project Location

The Housing Element is a long-range planning document which applies citywide. Roseville is the largest city in Placer County and is located 15 miles northeast of downtown Sacramento. Roseville is surrounded by agricultural uses to the west, the cities of Rocklin to the north and Citrus Heights to the south, and the unincorporated communities of Antelope to the southwest and Granite Bay to the east. Figure 1 shows Roseville in its regional context.

According to State law, within its General Plan each city must include all territory within the boundaries of the incorporated area, as well as “any land outside its boundaries [that] in the planning agency’s judgment bears relation to its planning” (California Government Code Section 65300). The Planning Area for the proposed Project includes all areas within the City’s General Plan, which includes the City limits and those areas outside City limits that are within the City’s Sphere of Influence (SOI). The SOI is a boundary that encompasses lands that are expected to ultimately be annexed by the City. While it does not have any land use entitlement authority, Placer Local Agency Formation Commission (LAFCO) is the entity empowered to review and approve proposed boundary changes and annexations by incorporated municipalities, including changes to spheres of influence.

The Planning Area is approximately 29,000 acres or 45 square miles in total land area. The City’s Sphere of Influence and Planning Area are shown in Figure 2. The project site is the Planning Area.

Figure 1: Regional Location

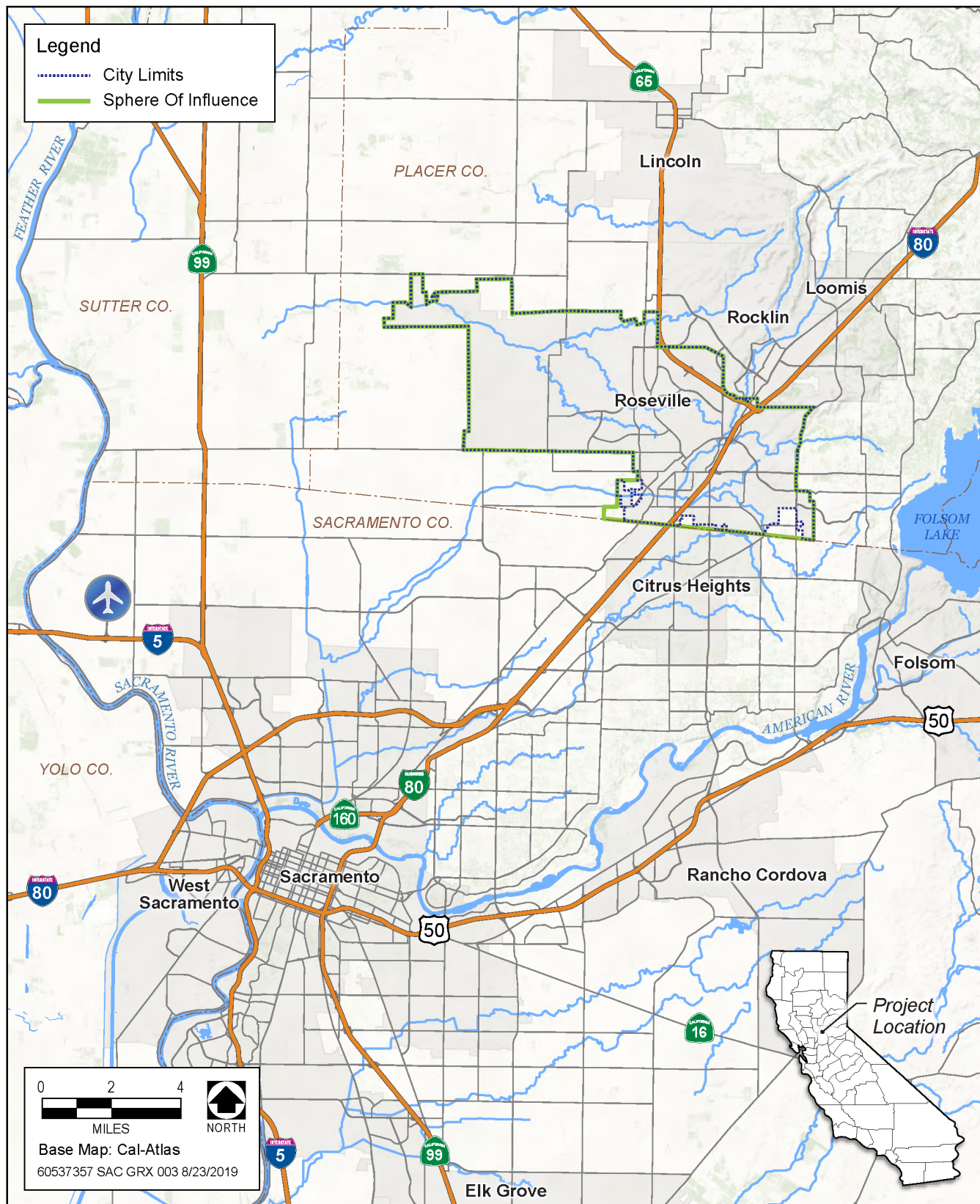
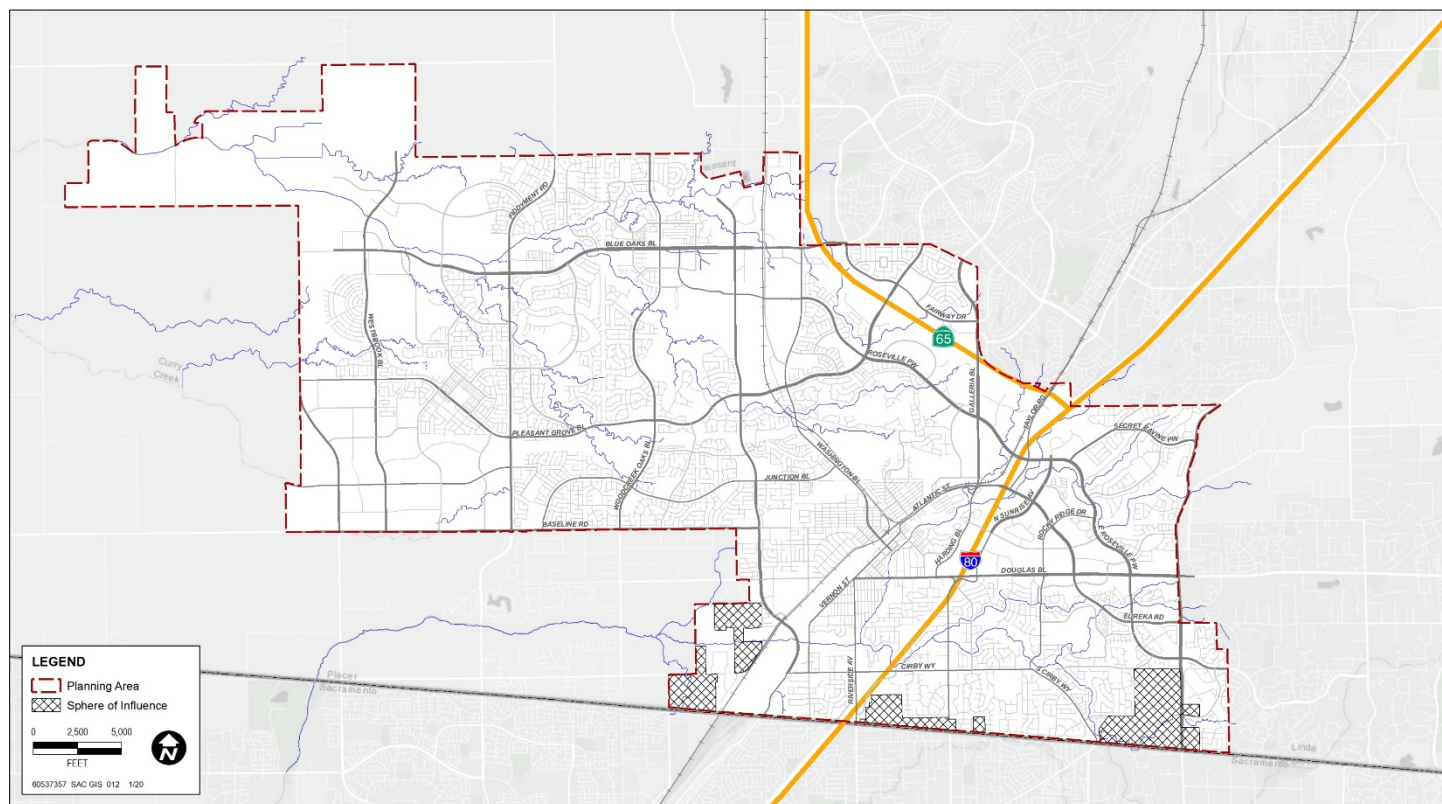


Figure 2: Planning Area and Sphere of Influence



Background

Since 1969, California has required that all cities and counties adequately plan to meet the housing needs of everyone in the community. This is accomplished through a Housing Element, which is a required component of a local government's General Plan. The purpose of a Housing Element is to identify current and projected housing needs, and set goals, policies, and programs to address those needs. Compliant Housing Elements are updated on eight-year cycles, which are defined by the California Housing and Community Development Department (HCD). The current Housing Element was adopted by City Council in 2013 and covers the period from 2013 to 2021. The proposed Project is the City's sixth cycle Housing Element, which covers the period from 2021 to 2029.

The foundation of the Housing Element is the Regional Housing Needs Allocation (RHNA), which begins with a determination of housing need issued by HCD. HCD determined the Sacramento Area Council of Governments (SACOG) planning area needed to provide capacity for 153,512 total housing units. SACOG is required to prepare and adopt a methodology for allocating those units to each member jurisdiction¹. The Regional Housing Needs Plan was adopted by SACOG on March 19, 2020. Under the SACOG plan, the City must accommodate 12,066 housing units to meet its "fair share" of the State's housing need. This allocation is equivalent to an annual need of 1,508 units for the eight-year planning period.

The determination of housing needs is in two parts, as required by State law:

Overall Allocation: The total number of units which must be accommodated by each jurisdiction.

Income Category Distributions: The total broken up into four income levels.

- very low income (less than 50 percent median family income [MFI])

- low income (51 to 80 percent MFI)
- moderate income (81 to 120 percent MFI)
- above moderate income (above 120 percent MFI).

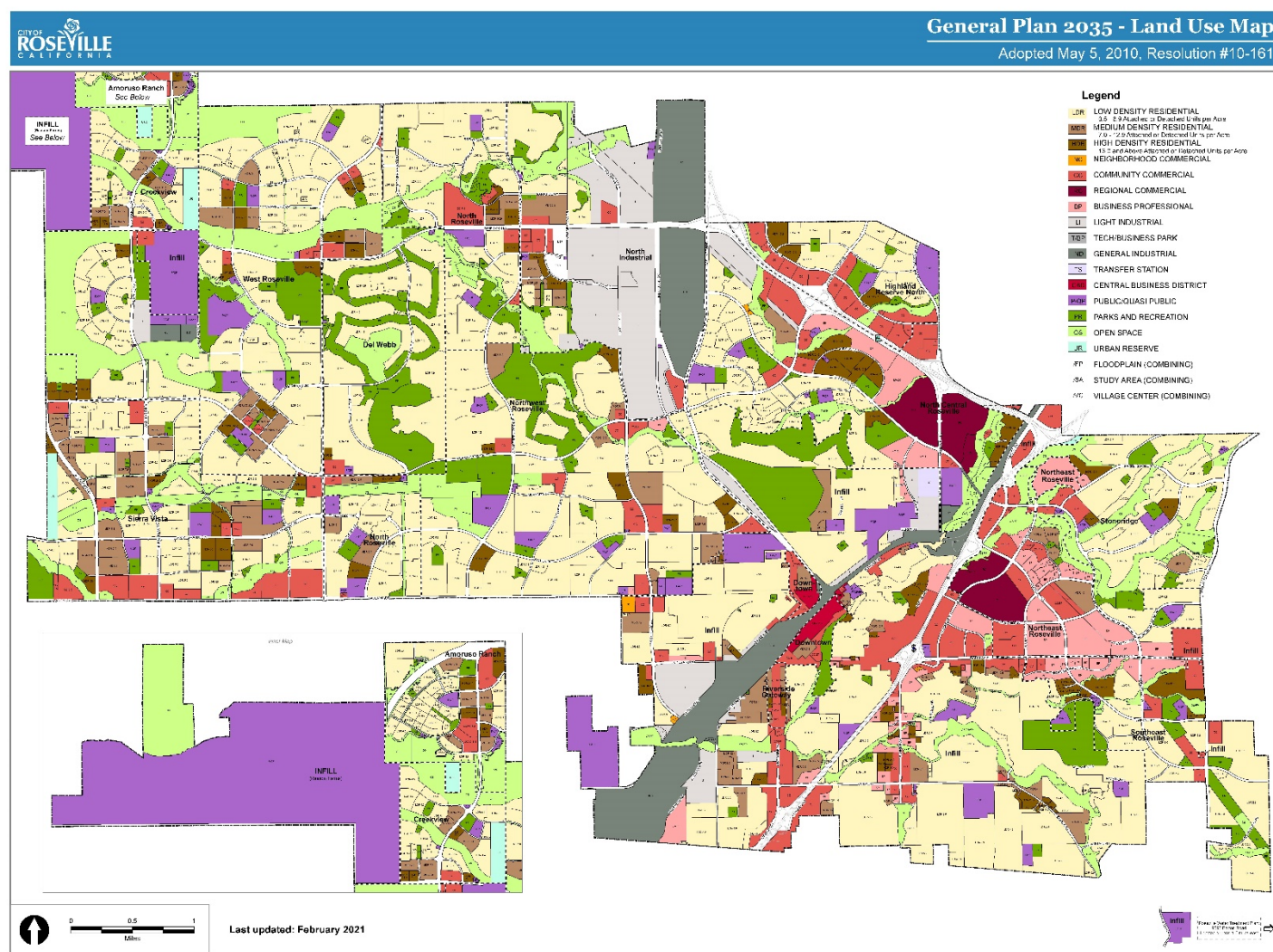
The four income categories listed above must be addressed in a jurisdiction's Housing Element. Specifically, a jurisdiction must provide sufficient zoning capacity to accommodate the projected housing need in each income category. The intent of housing element law is to ensure that jurisdictions do not impede the construction of housing in any income category.

Environmental Setting

Within the City's Planning Area, existing residential development occupies approximately 30 percent of the total land area and vacant land accounts for another 20 percent. Public uses, open space, and recreational uses are developed on approximately 20 percent of the Planning Area. Approximately 15 percent of the Planning Area is developed with roads, sidewalks, and landscape corridors. Commercial and industrial uses are developed on approximately 10 percent of the Planning Area.

The City's existing General Plan Land Use map is shown in Figure 3; the land use map depicts the planned uses at full buildout of the City. Approximately 50 percent of the Planning Area has a residential land use designation; 12 percent has a commercial or office land use designation; 9 percent has an industrial land use designation; and 29 percent has an open space, parks and recreation, or public/quasi-public land use designation.

Figure 3: General Plan Land Use Map



Proposed Project

The goal of the project is to adopt a Housing Element which complies with state law. This includes the following objectives:

- ▶ Provide adequate sites suitable for housing at all income levels.
- ▶ Promote the development of adequate housing for very low-, low-, and moderate-income households.
- ▶ Remove constraints to the availability and affordability of housing for all income groups.
- ▶ Conserve and improve older housing and neighborhoods.
- ▶ Preserve affordable housing.
- ▶ Promote equal housing opportunity.
- ▶ Promote sustainable development and sustainable communities.

As discussed above, the City must accommodate 12,066 new housing units during the planning period. The allocation from SACOG breaks the City's RHNA into income categories, as follows:

- Very low income: 3,855 units
- Low income: 2,323 units
- Moderate income: 1,746 units
- Above moderate income: 4,142 units

The units described as “affordable” are those in the very low income and low income categories, which together are called lower income units. The City must accommodate 6,178 lower income units.

The Housing Element includes the required “adequate sites inventory” identifying the parcels in the City which will accommodate the RHNA, and the number of units at each income level the parcels are planned to accommodate. State housing law does not require the City to construct the allocated units within the planning period but does require the City to maintain the required allocation at all times.

For the purposes of future planning HCD uses density (defined by number of units per acre) as a measure of affordability. HCD requires lower income units to be on land designated for a minimum “default density,” unless a jurisdiction can demonstrate a lower density is appropriate. The default density for a jurisdiction of Roseville's size is 30 units per acre or greater, but the City has provided evidence and justification to support inclusion of densities 23 units per acre or greater.

Using these land use densities, the City prepared an inventory of existing adequate sites, to determine how many additional units would need to be accommodated to comply with the RHNA allocation. As shown in Table 1 below, the City has a surplus of moderate- and above moderate-income housing capacity but has insufficient lower income housing capacity to meet the RHNA allocation. The proposed Project includes a rezone program (referred to herein as Program 14) to provide the needed lower income housing capacity.

Table 1: Summary of Existing Adequate Sites Inventory			
Income Category	Unit Capacity Required	Existing Unit Capacity	Deficit or Surplus ⁴
Lower Income ¹	6,178	3,985	-1,791
Moderate Income ²	1,746	4,676	+3,006
Above Moderate Income ³	4,142	4,644	+503
Total	12,066	13,305	+1,718

Source: Sacramento Area Council of Governments; City of Roseville 2021

¹ Capacity based on sites with a density of 23 du/acre or greater and/or a lower income affordable housing obligation

² Capacity based on sites with a density of 7–22.9 du/acre

³ Capacity based on sites with a density of less than 7 du/acre

⁴ This number is derived from the current existing housing unit capacity minus the regional housing need number for the planning period.

The rezone program includes four strategies. Each strategy describes two figures: the total capacity and the realistic capacity. The total capacity describes the total number of units which could result from full implementation of the strategy, and is not considered realistic or feasible. The realistic capacity is a smaller number of units and represents the units the rezone program will realistically achieve. The detailed analysis supporting the realistic capacity is included as Appendix E of the 2021 Housing Element. The rezone program has generally been designed to operate as a menu, identifying a broad array of sites which could accommodate units from which to select in order to achieve the RHNA obligation.

1. **Commercial Corridors:** The City has identified three commercial corridors for revitalization. The Douglas Boulevard/Harding Boulevard Corridor includes a mix of single-family residential properties, single-family residences which have been converted to businesses, aging hotels, and many older commercial properties with large, minimally improved parking fields. The Douglas Boulevard/Sunrise Avenue Corridor includes a mix of land uses, including commercial businesses and business professional offices with large, minimally improved parking fields and single-family homes, duplexes, and apartments. The Atlantic Street Corridor includes a mix of uses along the street frontage, with residential uses to the rear; many of the residential properties contain more than one housing unit, or room for additional units. The Commercial Corridors strategy will consist of the preparation of Specific Plans for each corridor, the establishment of mixed-use land use and zoning designations to provide more opportunities for redevelopment and reuse, more flexible zoning and development standards, and streamlined approval processes. The City anticipates adding capacity for a minimum of 400 lower income residential units, which represents both the total and realistic capacity.
2. **Infill Intensification:** The central core of Roseville where development occurred prior to the 1980s is known as the City's "Infill Area," and is approximately 8,500 acres. This older area of the City is not within a Specific Plan, and much of the development occurred prior to the adoption of the City's General Plan or Zoning regulations. Consequently, inconsistencies between a property's land use and zoning designations are relatively common, and the land use designation density typically reflects the built conditions rather than planned future conditions. These factors have presented regulatory barriers to development and redevelopment. The City would amend the land use and zoning designation of selected properties in the Infill Area, to remedy inconsistencies between land use and zoning and to increase the permitted residential densities. This program has the potential to add capacity for 832 units at all levels of affordability. The realistic capacity of this program is 186 units, based on the assumption that vacant or significantly underutilized sites are most likely to develop. This program will include a replacement program, to ensure that if units are demolished and replaced the residents are not displaced and at least as many homes are rebuilt as were removed.
3. **Opportunity Sites:** Staff examined vacant sites throughout the City to find properties with the potential to be converted to a high density residential land use designation. After screening out sites due to the presence of approved entitlements, Development Agreements, or significant environmental constraints (floodplain, wetland preserves, etc), the City has identified potential sites for evaluation as part of this rezone program. Additional sites may be identified as the City develops this option and sites on this list may be removed due to constraints. The current list of sites has the potential to add a total capacity of 1,350 lower income (high density) residential units. The realistic capacity of this strategy is 600 lower income (high density) units.
4. **Vacant Sites-Residential Intensification:** The western areas of the City include multiple vacant sites with High Density Residential land uses at densities below 25 units per acre. Increasing the land use density of these sites to 30 units per acre would yield additional units. As part of this strategy the City would develop and adopt a Land Use Amendment Policy requiring all Specific Plan Amendment projects involving land use changes to also amend the land use of High Density Residential sites the applicant/property owner controls to between 25 and 30 units to the acre. If all of the sites were amended to 30 units per acre the total capacity is 1,880 high density units. However, the realistic capacity is 900 units.

The above rezone program has a realistic capacity of 2,086 lower income (high density) units, which is more units than the City needs to address the 1,718-unit deficit. In adopting this program the City is approving a menu of strategies which may be pursued, and providing evidence for the realistic capacity which could be added by each. In implementing the rezone program, the City may choose to implement one, all, or portions of these, based on need and to the extent necessary to ensure the City achieves the minimum required RHNA capacity, which currently requires the addition of 1,718 lower income units. The City's rezone program, in combination

with other programs, will result in the City's achievement and maintenance of the minimum required capacity of 6,178 lower income units. The word "maintenance" is key, because current Housing Law indicates that if a site designated as lower income develops as moderate or above-moderate units, the City must make up the capacity loss. Therefore, the City's rezone program must provide sufficient capacity to both address the deficit and provide a surplus of capacity, to avoid issues with net loss of unit capacity. The Project includes the addition of all 2,086 lower income units of realistic capacity, in order to meet these goals.

The addition of 2,086 *lower income* units is not equivalent to adding 2,086 total units to the City's cumulative buildout conditions. The Opportunity Sites strategy reduces non-residential buildout capacity by approximately 20 acres (or 261,000 square feet of commercial building based on the General Plan average Floor Area Ratio of 0.30) and adds 600 units of High Density Residential land use in its place. The Vacant Sites–Residential Intensification strategy includes moving units from the moderate income category to the lower income category by increasing land use densities above the lower-income threshold density of 23 units per acre. For example, a 10-acre site with an existing land use density of 20 units per acre has 200 moderate-income units. Increasing the land use density to 30 units per acre would move all of the units on the site from a moderate-income classification to a lower-income classification, thereby adding 300 lower-income units while only adding 100 total units to buildout conditions. The strategy includes six sites identified as moderate income, and if these sites are used to gain the 900 units of lower income capacity only 377 total units would be added to buildout conditions.

Based on the discussion above, the Project would add capacity for 1,563 high density residential units and remove approximately 261,000 square feet of non-residential building capacity. In addition, the Project includes new and modified housing goals, policies, and programs to the Housing Element. The goals, policies, and programs of the 2021 Housing Element do not commit the City to the approval or development of specific housing projects or sites. These changes were evaluated to determine if any programs had the potential to result in physical effects. Except the rezone program described above, the remaining programs do not have any potential to result in physical environmental impacts, because they are general policy and procedure-making activities; supportive service programs such as homelessness outreach teams, housing discrimination legal services, and funding programs which offer assistance to individuals and households; or they are programs which describe existing City procedures and processes. Some programs direct the focus of funding, services, or other programming into census tracts in Roseville where those services are most needed.

Program revisions generally fall into one of three categories: changes for consistency or clarity; modifications in response to Housing Element analysis; and new programs. All programs were modified to include an objective statement. Changes to the Housing Element programs is summarized below.

Consistency or clarity changes are summarized as follows:

- Program 2 (Density Bonus), Program 3 (Accessory Dwelling Unit), Program 5 (Streamline Project Processing) were updated to reflect the City's current adopted ordinances.
- Program 4 (Condominium Conversion Ordinance) is unchanged, except for the inclusion of an objective statement and timeframe.
- Program 6 (Review of Subdivision Improvement Standards) was deleted because it duplicated Program 31, and subsequent programs were renumbered.
- Program 7 (Public/Private Partnerships), Program 8 (Affordable Housing Agreements), and Program 30 (Process and Fee Structure Review) were modified to include more detail on how these existing programs operate.
- Program 31 (Review of Subdivision Improvement Standards and Zoning Ordinances) was modified to describe updates to the Zoning Ordinance needed in order to reflect current state law.
- Program 32 (Public Education Program) was modified slightly to explain the purpose of the public education program.
- Program 33 (Public Participation) was modified to include more detail describing how the City's existing public participation procedures work.

- Program 34 (Special Needs Housing Laws) was added to reflect changes needed to the City's codes in order to reflect current state law.
- Program 35 (Roseville Electric Program) and Program 36 (New Construction Efficiency Measures) were updated to be consistent with the current operation of these programs.

Where the review of previous programs, housing needs assessment, special needs housing evaluation, or fair housing assessment identified issues of concern, programs have been modified to be responsive to those issues, and to be responsive to public comments, as follows:

- Program 1 (Housing Choice Vouchers) was modified to provide more detail on how the existing housing choice voucher program operates, including who is eligible to receive vouchers. The program was also modified to direct funding through the City's existing owner-occupied housing rehabilitation program (which provides financial aid for home repairs) to households in disadvantaged areas of the City, and outreach for the City's existing first-time homebuyer program into disadvantaged areas of the City. Focusing funding or outreach in areas where the need is greatest does not result in physical changes to the environment.
- Program 6 (Specific Plan Areas) was modified to include a substantial amount of additional detail on how this program operates and how effective this program has been. It was also modified to include an explicit statement that the program is intended to avoid concentrated areas of affluence.
- Program 9 (In-Lieu Fees) disburses money to assist affordable housing projects. The program has been modified to prioritize funding for projects in high opportunity areas or in areas at risk of displacement. Essentially, if more than one project is competing for this funding, a project in a high opportunity area or area at risk of displacement will receive a higher score and be more likely to receive the funding. This program responds to projects which are already proposed and the funding program already exists; changing the funding scoring metrics does not result in physical environmental effects.
- Program 10 (Non-Residential Construction Fee) would establish a fee for non-residential projects, the funding for which would be used in the same manner as Program 9.
- Program 11 (Preservation of Affordable Housing) includes procedures to identify properties with affordable housing deed restrictions in danger of expiration, and incentivize those property owners to enter into new agreements that would keep the units affordable. This is an administrative program with no potential to result in physical environmental effects.
- Program 12 (Housing Successor Agency) describes the City's existing Housing Successor Agency role and how funding is typically disbursed. Like Program 9, this program was changed to prioritize funding for projects in high opportunity areas or in areas at risk of displacement.
- Program 19 (Federal and State Programs) was modified to provide greater detail on how the program operates, and to state that use of the programs would be prioritized for affordable housing for extremely low income households and special needs households. Like Program 9, focusing the program in this way does not result in physical changes to the environment.
- Program 20 (Homeless Prevention and Rapid Rehousing) was modified to include additional program details and to include an annual tracking requirement to ensure homelessness services are being used and accessed equitably. This is an administrative program with no potential to result in environmental effects.
- Program 21 (Roseville Community Grant Funds) describes multiple funding sources used to provide community grants, and was modified to provide greater detail.

New programs were included to address changes in state law and to respond to public comments on the Housing Element, as follows:

- Program 13 (Residential Capacity Monitoring) requires the City continuously monitor the adequate sites inventory, as required by existing state law.
- Program 14 (Rezone Program) was previously described. The program will add housing capacity to the City, and therefore has the potential to result in physical environmental changes.

- Program 15 (Affordable Housing Streamlining) was added to reflect an existing, adopted City process which provides a ministerial approval process for qualified affordable housing projects.
- Program 16 (Prioritize Affordable Housing) establishes that the City will prioritize affordable housing projects which are proposed (for example, by providing shortened review timeframes), and will also develop a program to further streamline affordable housing projects by providing ministerial processing for lot line adjustments, parcel maps, and similar entitlements that are needed as part of an affordable housing project. These entitlements are already exempt from CEQA, because they generally do not cause environmental effects.
- Program 17 (Housing Replacement Program) was added to reflect an existing state law that is already in effect.
- Program 18 (Accessory Dwelling Unit Outreach) would promote the use of accessory dwelling units on existing multifamily housing sites. The program would advise property owners of their existing rights and opportunities under the law. Advising people of existing regulations with the intent that they could develop their properties pursuant to those regulations is not an environmental impact.
- Program 22 (Address Significant Disparities and Increase Opportunities) is a fair housing program that is administrative and procedure-making, and focuses on homelessness services, rental assistance, and other service program and preservation programs.
- Program 23 (Homeless Outreach), Program 24 (Family Mobile Team), and Program 25 (Family Reunification Program) are all homelessness outreach programs to connect people struggling with homelessness with services and support. These administrative and service programs do not have the potential to result in an environmental effect.
- Program 27 (Fair Housing and Housing Discrimination Legal Services) provides legal advice for individuals who have experienced housing discrimination, and is an administrative program.
- Program 28 (Support for Housing for Persons with Development Disabilities) is an outreach program for disability services and housing, and also includes changing the procedures for community care homes to require a staff level approval instead of a public hearing. Changing the administrative procedures for approval of community care homes is not a physical effect on the environment.
- Program 29 (Allow Shared Housing) is an administrative program which allows voucher holders to share housing.

As described above, the only program with the potential to result in environmental effects is Program 14 (Rezone Program). The potential impacts of implementing this program are described in this Addendum. Attachment 3 of this Addendum includes the complete list of Housing Element goals, policies, and programs, with additions shown in **bold, underlined** text and deletions shown in ~~strike through~~. The Redlines – Adoption Draft 2021 Housing Element is available online at www.roseville.ca.us/housingelementupdate on the Documents tab, and includes all changes proposed to the Housing Element.

SCOPE OF ADDENDUM

This Addendum tiers from the 2035 General Plan Environmental Impact Report (GP EIR), which analyzed the impacts of full buildout of the City's General Plan land uses and implementation of its policies. The GP EIR is available for review on the City's website at www.roseville.ca.us/planning <https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8774544>. The GP EIR evaluated the following topical sections, as numbered below:

Chapter 4.0. Introduction to the Environmental Analysis

- Section 4.1. Land Use and Agriculture
- Section 4.2. Population, Employment, and Housing
- Section 4.3. Transportation
- Section 4.4. Air Quality
- Section 4.5. Greenhouse Gas Emissions

- Section 4.6. Noise and Vibration
- Section 4.7. Geology, Soils, and Paleontological Resources
- Section 4.8. Biological Resources
- Section 4.9. Cultural and Tribal Cultural Resources
- Section 4.10. Hazards, Hazardous Materials, and Wildfire
- Section 4.11. Public Services and Recreation
- Section 4.12. Utilities and Service Systems
- Section 4.13. Hydrology and Water Quality
- Section 4.14. Aesthetics
- Section 4.15. Energy

The Planning Area analyzed in the GP EIR included all areas within the City limits and those areas that are within the City's Sphere of Influence. The GP EIR included a comprehensive analysis of the impacts of City buildout compared to baseline physical conditions and conservatively assumed that developable sites would be fully developed. During the initial scoping phase of this Project it was assumed that either a Supplemental or a Subsequent EIR could be required because at the time, it was forecast that the rezone program would need to add upwards of 3,000 high density units and because of the potential for the Project's changes to affect vehicle miles traveled (VMT) and transportation-dependent analyses (e.g. air quality and greenhouse gases) by changing the location and distribution of residential units. For this reason a Notice of Preparation was circulated on November 10, 2020. In response, the City received letters from the Department of Toxic Substance Control, the Central Valley Regional Water Quality Control Board, and from the Native American Heritage Commission. These were standard letters which the City typically receives in response to environmental document notices; there were no Project-specific comments. The letters are included as Attachment 1 of this Addendum.

Subsequent to the release of the NOP, further refinements to the Project description substantially reduced the amount of units which would be included in the rezone program. The City directed the preparation of a VMT analysis which was completed in the spring, and found that VMT impacts were within the scope of the GP EIR; impacts were decreased, not increased. Therefore, the City acting as Lead Agency determined that neither a Supplemental nor a Subsequent EIR would be required, and have instead prepared this Addendum.

The environmental setting relevant to a project's impacts and the origin of those impacts varies depending on the issue topic. Some impacts are driven primarily by the physical act of construction and development, which are often referred to as ground-disturbing activities, while other impacts are driven primarily by the type of use (residential, commercial, etc) which will be built. For impacts tied to the type of use, the environmental setting varies based on the needs and nature of the analysis. For example, the environmental setting for air quality impacts related to ozone is the relevant Air Basin. For impacts tied to ground disturbance, the environmental setting is typically defined by the geographic scope of the construction area and its immediate surroundings, and the scope or intensity of the impacts is determined by the amount of grading or other ground-disturbance.

The proposed Project does not change the boundaries of the Planning Area or propose construction within areas that had not previously been anticipated for construction within the GP EIR. Therefore, the Project does not include any changes which would affect the GP EIR analyses which result directly from ground disturbance and general development. Impact topics in this category are:

- Section 4.7 Geology, Soils, and Paleontological Resources
- Section 4.8. Biological Resources
- Section 4.9. Cultural and Tribal Cultural Resources
- Section 4.10. Hazards, Hazardous Materials, and Wildfire
- Section 4.13. Hydrology and Water Quality
- Section 4.14. Aesthetics

The Addendum provides a summary of the GP EIR analysis and its basis for determining impacts for each of the above topical sections, to clearly show that the Project does not change these impact evaluations.

The GP EIR identified the following impacts as significant and unavoidable:

- Vehicle Miles Traveled impacts
- Air Quality – Construction
- Air Quality – Operational
- Air Quality – Pollutant Concentrations
- Greenhouse Gases
- Noise and Vibration (short-term and long-term)
- Historical Resources
- Archeological Resources
- Disturbance of Human Remains
- Tribal Cultural Resources
- Construction of Utilities (indirect impacts)
- Aesthetics
- Light and Glare

All of the above impacts were also found to be significant and unavoidable cumulative impacts, along with the following:

- Biological Resources – Special-status plants, riparian habitat/sensitive natural communities, or wetlands and other waters
- Biological Resources – Special-status wildlife species and habitats

The analyses below rely on the GP EIR analysis with minor supplements or technical updates where appropriate. As of 2019 GP EIR baseline conditions, the City had approximately 21,000 units of residential development capacity before reaching buildout conditions (this figure is currently approximately 19,000 units). However, development assumptions within the GP EIR included the addition of between 20,000 and 25,000 units from existing conditions to buildout conditions. A range was used in order to provide flexibility for future projects which could affect City buildout, ensuring that some future project changes could still fall within the scope of the GP EIR. Therefore, the Project's addition of a program to add 1,563 residential units is well within the range of development analyzed within the GP EIR.

The increase in housing units falls within the buildout range described within the GP and within the same development footprint, but the Project would affect the General Plan's mix of uses by increasing residential intensity in certain areas and removing non-residential capacity. Therefore, while the Project is not anticipated to change ground-disturbing impacts or the general effects of urban development it has the potential to influence impacts related to the type and intensity of development, such as VMT.

PURPOSE AND USE OF ADDENDUM

No housing projects or land use amendments would be approved with the adoption of the Project. This is a policy-level document, establishing the framework for future actions. The rezone program identifies potential sites but does not commit the City to rezone or land use modification of these specific sites; the rezone program commits the City to accommodating its RHNA obligation. After the 2021 Housing Element is adopted the City would begin identifying sites and taking specific land use actions, at which time an environmental review process will be needed to determine the physical effects which would result from those actions. To streamline that future environmental review, this Addendum evaluates the physical effects of implementing the rezone program to the extent reasonable and practicable, based on the Project description above.

In preparing this Addendum it is the intent of the City to create a foundation upon which future, project-specific CEQA documents can build. Tiering refers to the concept of a multi-level approach to preparing documents set forth in Public Resources Code Section 21083.3 and Section 15152 of the CEQA Guidelines. Project-level environmental analysis can be streamlined to limit the scope of site-specific approvals following the preparation of an EIR for a general plan, specific plan, or zoning action. This streamlining provision applies to site-specific approvals for projects that are consistent with these earlier approvals. Future projects consistent with the City's Housing Element and the evaluation within this Addendum will only be required to provide the level of environmental review necessary to address site-specific conditions, if any.

Section 15152 of the CEQA Guidelines provides that where a first-tier EIR has “adequately addressed” the subject of cumulative impacts, such impacts need not be revisited in second- and/or third-tier documents. According to Section 15152(f)(3), significant effects identified in a first-tier EIR have been adequately addressed, for purposes of later approvals, if the lead agency determines that such effects have been either:

- A) “mitigated or avoided as a result of the prior [EIR] and findings adopted in connection with that prior [EIR]”; or
- B) “examined at a sufficient level of detail in the prior [EIR] to enable those effects to be mitigated or avoided by site-specific revisions, the imposition of conditions, or by other means in connection with the approval of the later project.”

The GP EIR is a program EIR and helps determine the need for subsequent environmental documentation, as well as dictates the scope of project level CEQA review. According to Section 15168(d) of the CEQA Guidelines, a program EIR can be used to simplify the task of preparing future environmental documents on later activities in the program. A program EIR can:

- 1) “Provide the basis in an Initial Study for determining whether the later activity may have any significant effects.
- 2) Be incorporated by reference to deal with regional influences, secondary effects, cumulative impacts, broad alternatives, and other factors that apply to the program as a whole.
- 3) Focus an EIR on a later activity to permit discussion solely of new effects which had not been considered before.”

The GP EIR explicitly stated that it was to be used to streamline future environmental review and approval of private and public projects, as well as implementation actions, such as updates to zoning, the City's CEQA Implementing Procedures, the Capital Improvement Program, and other implementing documents and plans that are consistent with the General Plan. The City will make use of existing streamlining provided by CEQA, and will make use of emerging streamlining techniques, as appropriate, to ensure implementation of the Housing Element provides adequate and appropriate environmental review.

ENVIRONMENTAL CHECKLIST FOR ADDENDUM ENVIRONMENTAL REVIEW

The purpose of this checklist is to evaluate the categories in terms of any “changed condition” (i.e. changed circumstances, project changes, or new information of substantial importance) that may result in a changed environmental result. A “no” answer does not necessarily mean there are no potential impacts relative to the environmental category, but that there is no change in the condition or status of the impact since it was analyzed and addressed in prior environmental documents.

EXPLANATION OF CHECKLIST EVALUATION CATEGORIES

Where Impact was Analyzed

This column provides a cross-reference to the pages of the prior environmental documents where information and analysis may be found relative to the environmental issue listed under each topic.

Do Proposed Changes Involve New Significant Impacts?

Pursuant to Section 15162(a)(1) of the CEQA Guidelines, this column indicates whether the changes represented by the current project will result in new significant impacts that have not already been considered and mitigated by the prior environmental review documents and related approvals, or will result in a substantial increase in the severity of a previously identified impact.

Any new Circumstances Involving New Impacts?

Pursuant to Section 15162(a)(2) of the CEQA Guidelines, this column indicates whether there have been changes to the project site or the vicinity (circumstances under which the project is undertaken) which have occurred subsequent to the certification or adoption of prior environmental documents, which would result in the current project having new significant environmental impacts that were not considered in the prior environmental documents or that substantially increase the severity of a previously identified impact.

Any new Information Requiring New Analysis or Verification?

Pursuant to Section 15162(a)(3)(A–D) of the CEQA Guidelines, this column indicates whether new information of substantial importance which was not known and could not have been known with the exercise of reasonable diligence at the time the previous environmental documents were certified or adopted is available requiring an update to the analysis of the previous environmental documents to verify that the environmental conclusions and mitigation measures remain valid. Either “yes” or “no” will be answered to indicate whether there is new information showing that: (A) the project will have one or more significant effects not discussed in the prior environmental documents; (B) that significant effects previously examined will be substantially more severe than shown in the prior environmental documents; (C) that mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or (D) that mitigation measures or alternatives which are considerably different from those analyzed in the prior environmental documents would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative. If “no,” then no additional environmental documentation (supplemental or subsequent EIR) is required.

Mitigation Measures Implemented or Addressing Impacts

Pursuant to Section 15162(a)(3) of the CEQA Guidelines, this column indicates whether the prior environmental documents provide mitigation measures to address effects in the related impact category. In some cases, the mitigation measures have already been implemented. In any instance where mitigation was included, regardless of whether the mitigation has been completed at this time, the response will include the mitigation measure number. If “none” is indicated, this environmental analysis concludes a significant impact does not occur with this project, no mitigation was previously included, and no mitigation is needed.

DISCUSSION AND MITIGATION SECTIONS

Discussion

A discussion of the elements of the checklist is provided under each environmental category in order to clarify the answers. The discussion provides information about the particular environmental issue, how the project relates to the issue and the status of any mitigation that may be required or has already been implemented.

Mitigation Measures

Applicable mitigation measures from the prior environmental review that apply to the project are listed under each environmental category.

Conclusions

A discussion of the conclusion relating to the analysis contained in each section.

CHECKLIST

I. Aesthetics

	Where Impact Was Analyzed in Prior Environmental Documents	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents' Mitigation Measures Implemented or Addressing Impacts.
a. Have a substantial adverse effect on a scenic vista?	Page 4.14-18	No	No	No	None
b. Substantially damage scenic resources, including but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	Page 4.14-18	No	No	No	None
c. In non-urbanized area, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from a publicly accessible vantage point.) If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?	Page 4.14-19	No	No	No	None
d. Create a new source of substantial light or glare, which would adversely affect day or nighttime views in the area?	Page 4.14-24	No	No	No	None

Discussion: Aesthetics and visual resources are subjective by nature, and therefore the extent of visual impact associated with adoption and implementation of development evaluated at a program level is difficult to quantify. The GP EIR analysis was conducted qualitatively, assessing the potential implications of full buildout of the Planning Area.

There are no designated or eligible state scenic highways within in or near the Planning Area, nor is the Planning Area visible from such a highway, so the GP EIR concluded there were no impacts with respect to this topic (GP EIR page 4.14-18). This evaluation remains adequate and is applicable to this Project.

Impacts related to substantial adverse effects on a scenic vista were found to be less than significant (GP EIR page 4.14-18) because there are no scenic vistas in the Planning Area. This evaluation remains adequate and is applicable to this Project.

Impacts related to, in a non-urbanized area, substantially degrading the visual character or quality of public views of the site and its surroundings, and in an urbanized area, conflict with applicable zoning and other regulations governing scenic quality, were found to be significant (GP EIR page 4.14-19). The significance determination was driven by the impacts to non-urbanized areas, where buildout of the Planning Area will convert large areas of open, undeveloped land to urban uses. The conversion of these grasslands and other areas on the western edge of the City are within Specific Plans, and those Specific Plan EIRs concluded that aesthetic impacts related to open space conversion would be significant. The GP

EIR concludes that aesthetic impacts related to this criteria are significant and unavoidable due to the conversion of open space in a non-urbanized area. No mitigation measures were available, because conversion of open space is an unavoidable consequence of urbanization.

The Project includes a program to increase the residential density on vacant sites with an existing High Density Residential land use designation and to change the land use designation of some vacant sites with a non-residential land use designation to High Density Residential land use. These strategies affect land in the non-urbanized (western) portion of the Planning Area. However, the aesthetic impact is not driven by the type of development proposed; it is the result of converting grasslands and other open space to urban uses of any kind. Therefore, the proposed Project does not result in new or substantial increases in significant effects related to aesthetic impacts in non-urbanized areas.

In an urbanized area, the criteria for evaluation is whether a project will conflict with zoning or other regulations governing scenic quality. The GP EIR discusses the effects of infill and redevelopment at length, acknowledging that new development in infill settings may result in some buildings that are taller or of a greater scale than the current development in the local neighborhood. However, the analysis indicates that new development will be required to comply with the City's Zoning Ordinance, General Plan policies, and as applicable with the City's Community Design Guidelines, and that these are intended to foster development which is compatible and complementary with the existing development. Furthermore, the GP EIR notes that allowing for greater density and intensity can improve the character of neighborhood centers and corridors, that taller or larger buildings do not necessarily constitute a visual impact, and that adding uses and density typically improves visual quality by developing vacant or underused properties and improving maintenance of existing structures and yards.

The Project includes a program to increase the residential density on some infill sites with an existing multifamily zoning designation, Medium Density Residential land use designation, or High Density Residential land use designation. The program also includes the identification of three existing commercial corridors targeted for a Specific Plan process which would introduce mixed use zoning and up to 400 additional residential units, to spur redevelopment and reinvestment. These strategies were actually included as part of the Infill Housing Alternative evaluated in the GP EIR (Section 6), and the alternative states that a conflict with applicable zoning and other regulations governing scenic quality would not occur under the Alternative and that this is consistent with the conclusion in the Aesthetics section of the GP EIR. Therefore, the Project does not result in new or substantial increases in significant effects related to aesthetic impacts in urbanized areas.

Mitigation Measures: None.

II. Agricultural & Forestry Resources

	Where Impact Was Analyzed in Prior Environmental Documents	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents' Mitigation Measures Implemented or Addressing Impacts.
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	4.1-17	No	No	No	None
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?	4.1-17	No	No	No	None
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?	N/A	No	No	No	N/A
d) Result in the loss of forest land or conversion of forest land to non-forest use?	N/A	No	No	No	N/A
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?	4.1-17	No	No	No	None
Discussion: The GP EIR indicates approximately 20 acres of Prime Farmland borders Pleasant Creek within Reason Farms. The remainder of the Planning Area is designated by the Placer County Important Farmland map as Farmland of Local Importance, Grazing Land, Other Land, and Urban and Built-Up Land (California Department of Conservation 2016). These designations are not considered Important Farmland under CEQA (Public Resources Code Sections 21060.1 and 21095 and CEQA Guidelines Appendix G). The areas of Prime Farmland with Reason Farms is					

not proposed for conversion to urban land uses. Therefore, the GP EIR concluded buildout of the General Plan would not convert Important Farmland to nonagricultural uses and no impact would occur. This evaluation remains adequate and is applicable to this Project.

The Planning Area is not zoned for agricultural uses and no parcels are under Williamson Act contracts (Placer County 2020). Therefore, the GP EIR concluded buildout of the General Plan would not conflict with existing zoning for agricultural uses or a Williamson Act contract and no impact would occur. This evaluation remains adequate and is applicable to this Project.

The Planning Area does not contain any forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g)), and therefore there are no impacts related to forest land.

Mitigation Measures: None.

III. Air Quality

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents' Mitigation Measures Implemented or Addressing Impacts.
a) Conflict with or obstruct implementation of the applicable air quality plan?	Page 4.4-25	No	No	No	MM 4.4-2a, MM 4.4-2b, and MM 4.4-3
b) Result in a cumulatively considerable net increase of any criteria for which the project region is non-attainment under an applicable federal or state ambient air quality standard?	Page 4.4-26 & 4.4-29	No	No	No	MM 4.4-2a and MM 4.4-2b
c) Expose sensitive receptors to substantial pollutant concentrations?	Page 4.4-36	No	No	No	MM 4.4-3
d) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?	Page 4.4-49	No	No	No	MM 4.4-5

Discussion: The GP EIR evaluated construction-related activities, which would result in temporary emissions of criteria air pollutants (e.g., PM₁₀, PM_{2.5}, CO) and ozone precursors (e.g., ROG and NO_x) from ground-disturbing activities (e.g., excavation, grading, and clearing); exhaust emissions from use of off-road equipment, material delivery, and construction worker commutes; building construction; asphalt paving; and

application of architectural coatings. The GP EIR also evaluated activities associated with the operation of General Plan land uses, which would generate criteria air pollutant and precursor emissions from mobile, energy, and area sources. The California Emissions Estimator Model (CalEEMod) was used to estimate emissions resulting from both construction-related activities and operational activities. The Project does not change the location or extent of land area which will be disturbed by construction, nor does it increase the amount of building area which would be constructed (as discussed previously, the units added by the Project fall within the scope of units evaluated by the GP EIR). Therefore, the project will result in no change to the construction-related analysis in the GP EIR, which concluded that emissions would exceed the adopted Placer County Air Pollution Control District significance thresholds, and that even after application of mitigation these impacts would remain significant and unavoidable. This evaluation remains adequate and is applicable to this Project.

For operational emissions, while the Project does not change the total units analyzed it does change the location and density of uses, which can have an effect on operational emissions related to transportation. An updated analysis of vehicle miles traveled (VMT) was prepared for the Project; the details and findings of this VMT analysis are discussed in greater detail in the Transportation section of this Addendum. However, to summarize, the updated analysis found the Project has a beneficial effect on VMT generation. The updated analysis found existing conditions (2020) have an average citywide VMT of 15.7 VMT/resident and cumulative conditions (2035) have an average citywide VMT of 14.7 VMT/resident. This is an increase of baseline (existing conditions) VMT, which the GP EIR found to be 15.1 VMT/resident, but is a decrease of cumulative conditions VMT, which the GP EIR found to be 15.5 VMT/resident (with transportation facilities constrained) or 14.9 VMT/resident (with transportation facilities unconstrained). Given that the Project will reduce citywide VMT, it will also reduce all criteria pollutant emissions associated with transportation. The GP EIR found that emissions related to operation were significant and unavoidable, because VMT would exceed the significance threshold of 12.8 VMT/resident after the application of mitigation. This evaluation remains adequate and is applicable to this Project.

For substantial pollutant concentrations, the GP EIR found construction and operation of the General Plan would generate localized air pollutant emissions that could affect existing and proposed sensitive receptors. Construction activities would generate diesel particulate matter (diesel PM) emissions. Existing regulations and policies, as well as revised policies were found to reduce potential exposure to substantial pollutant concentrations, but impacts related to diesel particulates were found to be significant and unavoidable. The Project would not change the location or extent of construction activities, so would result in no change to this analysis. This evaluation remains adequate and is applicable to this Project.

Buildout of the General Plan would also contribute vehicles to local intersections that could cause a CO hotspot (i.e., exceedance of the CO ambient air quality standard). However, due to requirements for cleaner vehicle emissions, proposed land use and transportation goals and policies, and use of intelligent transportation system equipment, the GP EIR concluded the General Plan's land uses would not contribute substantial vehicle volumes to existing or future intersections that could cause a CO hotspot. Existing regulations and policies, as well as revised policies were found to reduce potential exposure to substantial pollutant concentrations related to CO hotspots to a less than significant level. The Project included an updated Level of Service analysis (see the Transportation section of this Addendum) which found that the Project would not change trip distribution in a manner that would cause the City's Level of Service policy to be exceeded, nor would contribute significant trips to intersections already operating at acceptable levels, and therefore the GP EIR analysis related to CO hotspots remains adequate and is applicable to this Project.

For other emissions, the GP EIR found that buildout of the General Plan could involve actions which would expose people to objectionable odors. Construction-related activities would generate odors from the use of diesel-powered equipment and from paving and architectural coating activities.

However, these odorous emissions would be temporary and disperse rapidly with distance from the source; therefore, construction-generated odors would not result in the frequent exposure of receptors to objectionable odor emissions. Future land uses could result in the operation of new land use that generates objectionable odors or the siting of sensitive receptors in proximity to existing odor-generating land uses within the Planning Area. Therefore, development under the General Plan could result in the exposure of receptors to objectionable odor emissions. Because buffer distances and implementation of specific technology- and design-based measures cannot be known at this time, it was conservatively assumed that sensitive receptors could be exposed to substantial odor-generating emissions, and the GP EIR found impacts to be significant and unavoidable after the application of mitigation. The Project does not change the location and extent of urban development, and though it includes the potential placement of residential uses in locations which are currently designated for commercial uses, all of these commercial locations are already adjacent to existing or proposed residential uses—they are not located in areas of the City where residential uses were not anticipated, nor are they located in areas which are exposed to significant odor sources. Therefore the GP EIR evaluation remains adequate and is applicable to this Project.

Mitigation Measures: All of the mitigation measures below were effectuated through inclusion in the City's 2035 General Plan Appendix A: Implementation Measures, but are included here for reference.

Mitigation Measure 4.4-2a – *The proposed General Plan Update should be amended as follows:*

Implementation Measure

Projects that could have a potentially significant effect, as demonstrated by exceedance of the PCAPCD-recommended thresholds of significance, shall incorporate applicable PCAPCD-recommended standard operational mitigation measures, as listed below or as they may be updated in the future, or those design features determined by the City to be as effective:

- ▶ Wood burning or pellet stoves shall not be permitted. Natural gas or propane fired fireplaces shall be clearly delineated on plans submitted to obtain building permits.
- ▶ Where natural gas is available, gas outlets shall be provided in residential backyards for use with outdoor cooking appliances such as gas barbeques.
- ▶ Electrical outlets should be installed on the exterior walls of both the front and back of residences to promote the use of electric landscape maintenance equipment.
- ▶ All newly constructed residential buildings including one- and two-family dwellings, townhomes, and multi-family units in low-rise and high-rise residential buildings shall comply with the California Green Building Standards Code (CalGreen).
- ▶ Covenants, Conditions & Restrictions (CC&Rs) shall include the required distribution of educational information on how homeowners can increase energy efficiency and conservation in their new homes. The information shall be delivered as part of a “move-in” packet prior to occupancy of the residence.

- ▶ Streets should be designed to maximize pedestrian access to transit stops.
- ▶ Site design shall maximize access to transit, to accommodate bus travel, and to provide lighted shelters at transit access points.
- ▶ A pedestrian access network shall link complementary land uses.
- ▶ Provide bicycle storage to promote bicycling.
- ▶ Vanpool parking only spaces and preferential parking for carpools should be required for employment-generating uses.
- ▶ Consider using concrete or other non-polluting materials for paving parking lots instead of asphalt.
- ▶ Landscaping should be designed to eventually shade buildings and parking lots.

Mitigation Measure 4.4-2b – *The proposed General Plan Update should be amended as follows:*

Implementation Measure

If, following implementation of Mitigation Measure 4.4-2a, a project's operational emissions would still exceed PCAPCD-recommended thresholds of significance, the City would require the project to offset remaining project emissions in excess of thresholds by establishing off-site mitigation or participation in PCAPCD's Off-site Mitigation Program.

Mitigation Measure 4.4-3 – *The proposed General Plan Update should be amended as follows:*

Implementation Measure

- ▶ The City shall require, as part of plans for development within the Planning Area, the implementation of ARB's *Air Quality and Land Use Handbook: A Community Health Perspective* guidance concerning land use compatibility and recommended setback distances with regard to sources of TAC emissions and sensitive land uses, or related guidance as it may be updated in the future.
- ▶ As an alternative to these buffer distances, proposed sensitive receptors, uses that involve substantial truck trips, and large gas stations may provide a site-specific health risk assessment, using methods consistent with applicable guidance from the Office of Environmental Health Hazard Assessment, with mitigation, if necessary, to demonstrate compliance with applicable PCAPCD-recommended health risk thresholds. When health risk impacts exceed PCAPCD-recommended thresholds, feasible on-site mitigation measures to reduce TAC exposure shall be implemented to mitigate health risk impacts below PCAPCD-recommended thresholds. On-site measures could include but are not limited to providing enhanced filtration systems (e.g., MERV 13 or greater) for near-by sensitive receptor buildings, use of solid barriers to pollution, and vegetation to reduce pollutant concentrations, changes to the TAC emission source's operation (e.g. technology or management practices that reduce harmful emissions at the Rail Yard), and positioning of exhaust and intake for ventilation systems to minimize exposure, among others.

- The City shall require, as part of development of land uses associated with sensitive receptors within 500 feet of high-volume roadways (defined as roadways carrying an average of 100,000 or more vehicles per day), the *incorporation* of feasible design measures to reduce exposure by sensitive receptors of substantial emissions of TACs from nearby high-volume roadways and operation of the Roseville Rail Yard. Design measures shall include recommended strategies from the ARB Technical Advisory, as listed below or as they may be updated in the future, or those design features determined by the City to be as effective:
- Design that promotes air flow and pollutant dispersion along street corridors, including the use of wider sidewalks, bicycle lanes, and dedicated transit lanes, which create space for better air flow and pollutant dispersion along with increasing active transportation and mode shift;
 - Installation of solid barriers, particularly in the downwind direction. Note that consideration of this strategy should also weigh the negative effect of dividing neighborhoods and obscuring sightlines.
 - Installation of vegetation for pollutant dispersion; maximum benefit of this strategy is typically seen when combined with solid barriers.
 - Installation of indoor high-efficiency filtration systems and devices to remove pollutants from the air. If this strategy is selected, a plan for ongoing operation and maintenance of the systems must also be developed to ensure long-term efficiency is achieved as intended by the system.

Mitigation Measure 4.4-5 – *The proposed General Plan Update should be amended as follows:*

Implementation Measure

All new Specific Plans and proposed amendments to Specific Plans shall be evaluated for odor impacts using the SMAQMD-recommended screening distances for odor sources, or the most current adopted or recommended version. If the minimum buffer distance is not feasible, as an alternative to these buffer distances, technology- and design-based measures shall be evaluated as part of the Specific Plan design guidelines to minimize, contain, or prevent the generation of odor-causing emissions and the dispersion of such emissions to nearby sensitive receptors. For example, in the case of siting odor-producing sources, activities could be maintained within an enclosed space and appropriate air filtration systems could be implemented to reduce odors expelled from the building. For developments that would host sensitive receptors, design would include air site layout, landscaping, indoor air filtration systems, or other appropriate measures to minimize exposure of proposed sensitive receptors to odors.

IV. Biological Resources

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents' Mitigation Measures Implemented or Addressing Impacts.
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	Page 4.8-60 (plants), 4.8-64 (wildlife),	No	No	No	MM 4.8-1 and 4.8-2
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies or regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	Page 4.8-70	No	No	No	MM 4.8-1, 4.8-2, and MM 4.8-3
c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	Page 4.8-73	No	No	No	MM 4.8-1, 4.8-2, MM 4.8-3, and MM 4.8-4
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	4.8-76	No	No	No	MM 4.8-1, 4.8-2, MM 4.8-3, and MM 4.8-4
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	Page 4.8-79	No	No	No	None

f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	Page 4.8-80	No	No	No	None
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Discussion: The biological resources information presented in the GP EIR was based on review of the following sources: previous studies conducted for the West Roseville, Sierra Vista, Creekview, and Amoruso Ranch Specific Plan Areas and associated EIRs; a comment letter received from CDFW in response to the NOP; biological resource databases, including the United States Fish and Wildlife Service (USFWS) Information, Planning, and Conservation System (IPaC), USFWS Critical Habitat Mapper, USFWS National Wetlands Inventory (NWI) Wetlands Mapper, the California Natural Diversity Database (CNDDB) and Biogeographic Information and Observation System (BIOS), and the California Native Plant Society (CNPS) Inventory of Rare and Endangered Plants; aerial photography interpretation; and the draft Western Placer County Habitat Conservation Plan/Natural Community Conservation Plan (HCP/NCCP).

Impacts related to the loss and degradation of special-status plants and their habitats were found to be potentially significant (GP EIR page 4.8-60) as were impacts to special-status wildlife and their habitats (GP EIR page 4.8-64), impacts to riparian habitat or other sensitive natural communities (GP EIR page 4.8-70), impacts to protected wetlands and other waters (GP EIR page 4.8-73), and impacts to wildlife movement corridors and nursery sites (GP EIR page 4.8-76) because buildout of the General Plan could result in direct removal or take of special-status species; modification or removal of sensitive habitats, wildlife corridors, nursery sites, protected waters, and habitats suitable for special-status species; indirect effects to species or habitats that may result from construction-related runoff, sedimentation, erosion, and introduction of invasive weeds; and the introduction of new sources of noise and light. Implementation of mitigation, combined with General Plan policies and existing laws and regulations, were found to reduce impacts to less than significant levels, because new development would be required to identify, avoid, and preserve sensitive habitats, wildlife corridors, nursery sites, protected waters, and habitats which may support special-status populations to the extent feasible, and compensate for the loss of these resources through preservation, compensation, or other appropriate measures in coordination with state and federal agencies. Furthermore, the City's Specific Planning process has already resulted in the creation of connected open space corridors throughout the Planning Area which contain much of the sensitive habitat in the Planning Area.

Impacts related to conflicts with local ordinances protecting biological resources were found to be less than significant (GP EIR page 4.8-79) because while buildout of the Planning Area would result in impacts to biological resources, all development would be subject to and consistent with the city's ordinances and policies such as the Tree Preservation Ordinance. Therefore, impacts related to conflict with local ordinances were found to be less than significant.

Impacts related to conflict with the provisions of an adopted Habitat Conservation Plan, Natural Conservation Community Plan, or other approved Conservation Plan were found to be less than significant because there are no adopted plans which apply to the Planning Area.

All of the analyses described above are based on the potential impacts of grading and general development within the Planning Area, and the Project neither changes the boundaries of the Planning Area nor the locations of potential grading and development within the Planning Area. Therefore, the GP EIR analyses of biological resources adequately and appropriately describe the potential impacts of the Project, and the Project does not result in new or substantial increases in significant effects.

Mitigation Measures: All of the mitigation measures below were effectuated through inclusion in the City's 2035 General Plan Appendix A: Implementation Measures, but are included here for reference.

Mitigation Measure 4.8-1 The proposed General Plan Update should be amended as follows:

Implementation Measure for Special-Status Plants and Habitat

As appropriate to each individual project or Specific Plan, the following actions or those determined to be equally as effective by the City shall be implemented where there may be an adverse impact on special-status plants or habitat:

- a. In conjunction with environmental review pursuant to CEQA, for projects that could directly affect special-status plants or habitat, the City shall require that resource field surveys, including special-status plant surveys, be submitted concurrent with development applications inventorying the type, quantity, and quality of existing open space resources and conditions. This requirement may be waived if determined by the City that the proposed project area is already sufficiently surveyed, is within an adopted specific plan area, or contains resources considered less than significant.
- b. The City and project proponents will identify feasible opportunities to preserve special-status plant species occurrences and sensitive habitats through design and planning.
- c. If the City determines it is reasonable and feasible to do so, the City will require preservation of occupied special-status plant species habitat and sensitive habitat types as a condition of project approval. If adverse effects cannot be avoided, project proponents shall be required to mitigate all adverse effects in accordance with guidance from the appropriate state or federal agency charged with the protection of the subject species and habitat, including surveys conducted according to applicable standards and protocols, where necessary, implementation of impact minimization measures based on accepted standards and guidelines and best available science, and compensatory mitigation for unavoidable loss of special-status plant species and sensitive habitats.
- d. If the project would result in take of state or federally listed species, the City will require project proponent/s to obtain take authorization from the USFWS and/or the CDFW, as appropriate, depending on species status, and comply with all conditions of the take authorization.
- e. The City will require project proponents to develop and implement a mitigation and monitoring plan reflective of permit conditions required by State and/or federal regulatory agencies, to compensate for effects to or loss of special-status species and sensitive habitats. The mitigation and monitoring plan will describe in detail how impacts to special-status species or sensitive habitats shall be avoided or offset, including details on restoration and creation of habitat, compensation for the temporal loss of habitat, management and monitoring to avoid indirect habitat degradation (e.g., management of invasive plant species, maintenance of required hydrology),

success criteria ensuring that habitat function goals and objectives are met and target special-status species cover and density parameters are established, performance standards to ensure success, and remedial actions if performance standards are not met. The plan will include detailed information on the habitats present within the preservation and mitigation areas, the long-term management and monitoring of these habitats, legal protection for the preservation and mitigation areas (e.g., conservation easement, declaration of restrictions), and funding mechanism information (e.g., endowment).

- f. If available, purchase of mitigation credits at an agency-approved mitigation bank (i.e., approved by the agency with jurisdiction over the affected species or habitat) in Placer County, will be acceptable for compensatory mitigation for special-status species.

Mitigation Measure 4.8-2 – *The proposed General Plan Update should be amended as follows:*

Implementation Measure for Special-Status Wildlife

If feasible, the City will require preservation of occupied special-status wildlife species habitat and sensitive habitat types as a condition of project approval. If adverse effects cannot be avoided, project proponents shall be required to mitigate all adverse effects in accordance with guidance from the appropriate state or federal agency charged with the protection of the subject species and habitat, including surveys conducted according to applicable standards and protocols, where necessary, implementation of impact minimization measures based on accepted standards and guidelines and best available science, and compensatory mitigation for unavoidable loss of special-status wildlife species and sensitive habitats.

Mitigation Measure 4.8-3 – *The proposed General Plan Update should be amended as follows:*

Implementation Measure for Riparian Habitat and Sensitive Natural Communities

If a proposed project would result in fill or alteration of a waterway or any body of water supporting riparian forest habitat, the City will require project proponent/s to notify the California Department of Fish and Wildlife, obtain a Lake and Streambed Alteration Agreement if determined necessary by the California Department of Fish and Wildlife, and comply with all conditions of the Lake and Streambed Alteration Agreement. Measures for riparian habitat and sensitive natural communities protection include, but are not limited to, avoid impacts by establishing a buffer zone between adjacent land uses and riparian habitat and sensitive natural communities; protect and preserve riparian habitat and sensitive natural communities to the extent feasible; and compensate for loss of riparian habitat and sensitive natural communities by creating, restoring, or preserving off-site habitat in coordination with the applicable resource agencies.

Mitigation Measure 4.8-4 – *The proposed General Plan Update should be amended as follows:***Implementation Measure for Wetlands and Other Waters**

If a project would result in ground disturbance on sites containing waterways or other aquatic habitats, the City will require project proponent/s to complete a delineation of waters of the United States according to U.S. Army Corps of Engineers' methods, and to submit the completed delineation to the U.S. Army Corps of Engineers for jurisdictional determination. If the project would result in fill of wetlands or other waters of the United States, the City will require project proponent/s to obtain a Section 404 Clean Water Act permit from the U.S. Army Corps of Engineers and water quality certification from the Regional Water Quality Control Board pursuant to Section 401 of the Clean Water Act. If the project involves work in areas containing waters disclaimed by the USACE, project applicants shall obtain a Waste Discharge Requirement permit from the Regional Water Quality Control Board pursuant to the Porter Cologne Act. Project applicants shall be required to obtain all needed permits prior to project implementation, to abide by the conditions of the permits, including all mitigation requirements, and to implement all requirements of the permits in the timeframes required therein.

V. Cultural Resources

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents' Mitigation Measures Implemented or Addressing Impacts.
a) Cause a substantial adverse change in the significance of an historic resource pursuant to in Section 15064.5?	Page 4.9-30	No	No	No	MM 4.9-1a
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?	Page 4.9-33	No	No	No	MM 4.9-2a and 4.9-2b
c) Disturb any human remains, including those interred outside of dedicated cemeteries?	Page 4.9-37	No	No	No	MM 4.9-3 and 4.9-4

Discussion: In order to identify known and potential historical resources to determine whether any buildings, structures, objects, districts, or sites had been previously recorded or evaluated in the Planning Area for the GP EIR, Historic Property Data Files for Placer County were examined, along with the current and previous General Plan, various Specific Plans and their environmental documents and technical appendices, and the City of Roseville Municipal Code. In addition to these standard sources of information, summaries of Record Search results for selected specific plans and projects were also used. A similar process was used for archaeological resources, including the evaluation of studies completed for Specific Plans and other projects.

Impacts related to adverse changes to the significance of a historical resource were found to be significant, as were adverse changes in the significance of an archeological resource and adverse impacts related to the disturbance of human remains because the Planning Area is known to contain resources and is also sensitive for the undiscovered presence of historic resources, archeological resources, and human remains. Although the General Plan, the City's Specific Plans, and the City's Zoning Ordinance contain goals and policies which require identification and assessment of potential resources in advance of development, impacts to resources could nonetheless occur. Grading and site development within the Planning Area has the potential to impact undiscovered subsurface historic and archeological resources, as well as human remains – particularly remains which are interred outside of formal cemeteries. The GP included policy revisions to further strengthen protections and the GP EIR included mitigation measures to address these impacts, but nonetheless impacts could still occur. Therefore impacts to historic resources, archeological resources, and human remains were found to remain significant and unavoidable.

All of the analyses described above are based on the potential impacts of grading and general development within the Planning Area, and the Project neither changes the boundaries of the Planning Area nor the locations of potential grading and development within the Planning Area.

Therefore, the GP EIR analyses of cultural resources adequately and appropriately describe the potential impacts of the Project, and the Project does not result in new or substantial increases in significant effects.

Mitigation Measures: All of the mitigation measures below were effectuated through inclusion in the City's 2035 General Plan Appendix A: Implementation Measures, but are included here for reference.

Mitigation Measure 4.9-1a – The General Plan Update should be amended as follows:

Implementation Measure

As appropriate to each individual project or Specific Plan, the following actions or those determined to be equally as effective by the City shall be implemented where there may be an adverse impact on potential historical resources:

- a. Consult the City's Master List of Historical Resources Inventory and, as necessary, seek updated information from the North Central Information Center or other applicable data repositories to determine whether the project area has been surveyed, and whether historic built environment resources were identified.
- b. If a survey of the property or the area in which the property is located has not been conducted, a qualified architectural historian shall conduct a study of the project area for the presence of historic built environment resources.
- c. If a study is required, it will evaluate the significance of built environment resources greater than 45 years in age that may be directly or indirectly impacted by project activities. The study may include a field survey; background, archival and historic research; and consultation with local historical societies, museums or other interested parties; as necessary.
- d. If necessary, the qualified architectural historian's study will recommend appropriate protection or mitigative treatment, if any, and include recordation of identified built environment resources. Recommended treatment for historical resources identified in the report shall be implemented.
- e. If no significant historic built environment resources are identified in the study or prior survey of the project area that may be directly or indirectly impacted by project activities, there is no adverse change to documented built environment historical resources and no further action is required.
- f. If a significant built environment historical resource could be directly or indirectly impacted by project activities, avoidance shall be considered the primary mitigation option. If avoidance is not feasible, then the maintenance, repair, stabilization, rehabilitation, restoration, preservation, conservation, or reconstruction of the historical resource, conducted in a manner consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties will reduce impacts to an acceptable level. If adherence to the Secretary of the Interior's Standards

cannot avoid materially altering in an adverse manner the physical characteristics or historic character of the surrounding environmental setting that contribute to a resource's historic significance, additional mitigation may be required.

- g. If avoidance is not feasible and minimizing impacts through adherence to the Secretary of the Interior's Standards for the Treatment of Historic Properties is not feasible, documentation is required using, as appropriate, Historic American Buildings Survey (HABS), Historic American Engineering Record (HAER), and/or Historic American Landscapes Survey (HALS) guidelines before the property is potentially altered during project activities.

Mitigation Measure 4.9-2a – The proposed General Plan Update should be amended as follows:

Implementation Measure

Projects that could have significant adverse impacts to potentially significant archaeological resources shall be required to assess impacts and provide feasible mitigation. The following steps, or those determined to be equally as effective by the City, will be followed:

- a. Request information from the California Native American Heritage Commission to obtain a review of the Sacred Lands File and a list of local Native American groups and individuals that may have specific knowledge of cultural resources in the area that could be affected by project implementation. Each Native American group and individual identified by the Native American Heritage Commission will be contacted to obtain any available information on cultural resources in the project area. Additional consultation with relevant tribal representatives may be appropriate, depending on the relative level of cultural sensitivity, as identified by Native American groups or individuals.
- b. Request updated information from the North Central Information Center of the California Historical Resources Information System (California State University, Sacramento) to determine whether the project area has been previously surveyed and whether archaeological resources were identified. In the event the records indicate that no previous survey has been conducted or existing survey data is greater than five years old, the applicant will retain the services of a qualified archaeologist to assess the adequacy of the existing data (if any) and assess the archaeological sensitivity of the project area. If the survey did not meet current professional standards or regulatory guidelines, or relies on outdated information, a qualified archaeologist will make a recommendation on whether a survey is warranted based on the sensitivity of the project area for archaeological resources.
- c. If a survey is warranted, it will include all necessary background research, including that resulting from consulting with traditionally and culturally affiliated California Native American tribes in addition to an archaeological pedestrian survey. Based on findings of the survey, additional technical studies may be required, such as geoarchaeological sensitivity analysis, or other analysis scaled according to the nature of the individual project. A report will document the results of the survey and provide appropriate management recommendations, and include recordation of identified archaeological resources on appropriate California Department of Parks and Recreation site record forms and cultural resources reports.

- d. Management recommendations may include, but are not limited to additional studies to evaluate identified sites or archaeological monitoring at locations determined by a qualified archaeologist in consultation with culturally affiliated California Native American tribes to be sensitive for subsurface cultural resource deposits. The City will determine the need for tribal monitoring based upon the guidance provided in Volume I of the City's Internal Guidance for Management of Tribal Cultural Resources and Consultation.
- e. Once approved by the City, provide the North Central Information Center with appropriate California Department of Parks and Recreation site record forms and cultural resources reports for any resources identified. Any subsequent reports completed as a result of additional technical work will likewise be submitted to the Northcentral Information Center.
- f. If no archeological resources, including those which are TCRs or are associated with a TCR, are identified that may be directly or indirectly impacted by project activities, mitigation is complete as there would be no adverse change to documented archeological resources. The exception would be in the event of the discovery of a previously unknown archaeological site inadvertently exposed during project implementation. In such an event, a qualified archaeologist will be retained to assess the discovery and provide management recommendations as necessary, in accordance with the City's Internal Guidance for Management of Tribal Cultural Resources and Consultation Section 3.2.
- g. When a project will impact a known archaeological site, including those determined to be a TCR, and avoidance is not a feasible option, a qualified archaeologist, in consultation with traditionally and culturally affiliated California Native American tribes, shall evaluate the eligibility of the site for listing in the California Register of Historical Resources. If the archaeological site is found to be a historical resource as per CEQA Guidelines Section 15064.5 (a)(3), the qualified archaeologist shall recommend further mitigative treatment, which could include preservation in place or data recovery, consistent with Internal Guidance for Management of Tribal Cultural Resources and Consultation Section 3.2.4.
- h. If a site to be tested is prehistoric, the City should determine the need for tribal monitoring based upon the guidance provided in Volume I of the Internal Guidance for Management of Tribal Cultural Resources and Consultation Section 2.4.4.
- i. Appropriate mitigation may include curation of artifacts removed during subsurface testing, consistent with the City's Internal Guidance for Management of Tribal Cultural Resources and Consultation.
- j. If significant archaeological resources that meet the definition of historical or unique archaeological resources, including those determined by the City to be TCRs, are identified in the project area, the preferred mitigation of impacts is preservation in place. If impacts cannot be avoided through project design, appropriate and feasible treatment measures are required, which may consist of, but are not limited to actions, such as data recovery excavations. If only part of a site will be impacted by a project, data recovery will only be necessary for that portion of the site. Data recovery will not be required if the implementing agency determines prior testing and studies have adequately recovered the scientifically consequential information from the resources. Studies and reports resulting from the data recovery shall be

deposited with the North Central Information Center. Archaeological sites known to contain human remains shall be treated in accordance with the provisions of Section 7050.5 of the Health and Safety Code, as outlined in the City's Internal Guidance for Management of Tribal Cultural Resources and Consultation.

Mitigation Measure 4.9-2b – The General Plan Update should be amended as follows:

Implementation Measure

Projects that could have significant adverse impacts to undiscovered, potentially significant archaeological resources and/or TCRs which may be discovered during construction shall be required to implement the Post-Review Discovery Procedures within Volume II Part C of the City's Internal Guidance for Management of Tribal Cultural Resources and Consultation, or those determined to be equally as effective by the City.

Mitigation Measure 4.9-3 – The General Plan Update should be amended as follows:

Implementation Measure

Management of Tribal Cultural Resources and Consultation

Projects that could have significant adverse impacts to human remains or potential human remains shall implement the applicable procedures and recommended mitigation within the City's Internal Guidance for Management of Tribal Cultural Resources and Consultation.

Mitigation Measure 4.9-4

Implement Mitigation Measure 4.9-3 (Projects that could have significant adverse impacts to human remains or potential human remains shall implement the applicable procedures and recommended mitigation within the City's Internal Guidance for Management of Tribal Cultural Resources and Consultation).

VI. Energy

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents' Mitigation Measures Implemented or Addressing Impacts.
a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?	Page 4.15-9	No	No	No	None
b) Conflict with or obstruct a state or local plan for renewable energy or energy inefficiency?	Page 4.15-18	No	No	No	None

Discussion: The GP EIR analyzed energy impacts by assessing energy usage associated with the construction and operation of projects developed as part of buildout of the General Plan. Energy demand was calculated consistent with the greenhouse gases (GHG) emissions modeling (see Greenhouse Gases section of this Addendum). The analysis found that fuel consumed by construction would be temporary and would not represent a significant demand, and further concluded that there are no anticipated unusual characteristics of buildout that would necessitate the use of equipment that is less energy-efficient than for other comparable projects. For building energy use, energy efficiency requirements will become more stringent over time, as they have in the past, so new projects will be more efficient than existing projects of the same type on the Planning area. Therefore, buildout will reduce the per-resident average energy use. These conclusion remain appropriate to describe the Project, because the Project does not change the location or extent of construction, the added units are within the scope of the buildout analysis, and multi-family residential is a typical building use that does not result in unusual energy demand characteristics.

Transportation energy would be required in the form of fuel, and the average demand for fuel per resident will decrease over buildout conditions, because the transportation analysis shows that VMT per resident will decrease at buildout conditions compared to existing conditions. The updated transportation analysis prepared for this Project (see the Transportation section of this Addendum) indicates this will remain true after implementation of the Project, and that the Project will actually further reduce VMT per resident.

The GP EIR found all projects within the Planning Area would be required to comply with the California Energy Code and California Green Building Standards Code in effect at the time of building permit application, and would therefore not conflict with or obstruct a state or local plan for renewable energy or energy efficient. This would remain true of development consistent with the Project.

The GP EIR concluded that buildout would not result in significant impacts due to wasteful, inefficient, or unnecessary project construction, and impacts would be less than significant. This conclusion and the supporting analysis remains appropriate and applicable to the Project.

Mitigation Measures: None.

VII. Geology, Soils, and Paleontological Resources

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents' Mitigation Measures Implemented or Addressing Impacts.
a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:		No	No	No	None
i) Ruptures of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? (Refer to Division of Mines and Geology Special Publication 42.)	Page 4.7-27	No	No	No	None
ii) Strong seismic ground shaking?	Page 4.7-28	No	No	No	None
iii) Seismic-related ground failure, including liquefaction?	Page 4.7-27	No	No	No	None
iv) Landslides?	Page 4.7-27	No	No	No	None
b) Result in substantial soil erosion or the loss of topsoil?	Page 4.7-29	No	No	No	None
c) Be located in a geological unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	Page 4.7-31	No	No	No	None
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?	Page 4.7-31	No	No	No	None

e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?	Page 4.7-27	No	No	No	None
f) Directly or indirectly destroy a unique paleontological resource or site or unique geological feature?	Page 4.7-32	No	No	No	MM 4.7-4

Discussion: The analysis prepared for the GP EIR relied on published geologic literature and maps, NRCS soil survey data, and a records search performed at the University of California Museum of Paleontology (UCMP). The information obtained from those sources was reviewed and summarized to present the existing conditions and to identify potential environmental impacts. The GP EIR indicated impacts due to surface fault rupture, liquefaction, landslides, or the use of septic systems did not require analysis because these risks were not evident (GP EIR page 4.7-27). The Planning Area does not include fault traces, soils subject to liquefaction or landslide hazards, and new development is required to connect to sewer systems.

Impacts due to strong seismic ground shaking were found to be less than significant (GP EIR page 4.7-28) because the evidence indicates strong shaking is unlikely and implementation of existing General Plan Seismic and Geologic Hazards goals and policies, in combination with compliance with the geologic and seismic requirements in the California Building Code (which the City has adopted), and the City's site-specific Design Review process (as set forth in the City's Design Standards Section 2, General Requirements), would reduce the potential for adverse impacts to people or structures related to seismic shaking.

Impacts due to soil erosion were found to be less than significant (GP EIR page 4.7-29) because compliance with existing stormwater, grading, and erosion control regulations and implementation of policies in the existing General Plan and proposed General Plan Update would reduce the soil erosion impact by requiring applicants to implement BMPs based on the City's *Stormwater Quality BMP Guidance Manual for Construction*, develop and implement a SWPPP, comply with the City's Grading Ordinance, comply with the City's Design and Construction Standards, and comply with the avoidance and minimization measures contained in the Open Space Preserve Overarching Management Plan, all of which are specifically designed to minimize construction-related soil erosion and degradation of water quality to the maximum extent feasible.

Impacts due to unstable and expansive soils were found to be less than significant (GP EIR page 4.7-31) because implementation of General Plan Seismic and Geologic Hazards goals and policies and compliance with existing laws and regulations, including Section 111 (Grading) of the City's Design and Construction Standards related to soil testing for earthwork and backfill, would address issues related to unstable and expansive soils by requiring new construction to prepare site-specific geotechnical reports to identify areas of unstable soil and shrink-swell potential, and to follow design specifications contained in the CBC and standard engineering practices to prevent adverse impacts associated with these limitations.

Impacts related to the damage or destruction of unique paleontological resources or unique geologic features were found to be potentially significant (GP EIR page 4.7-32) because the Planning Area contains geologic formations known to be sensitive for paleontological resources and grading could damage these resources. As mitigation, General Plan Goal OS4.1 was revised and Policy OS4.11 was added to provide guidance and protection for paleontological resources. After mitigation impacts were found to be less than significant.

All of the analyses described above are based on the potential impacts of grading within the Planning Area, and the Project neither changes the boundaries of the Planning Area nor the locations of potential grading within the Planning Area. Therefore, the GP EIR analyses of geology, soils,

and paleontological resources adequately and appropriately describe the potential impacts of the Project, and the Project does not result in new or substantial increases in significant effects.

Mitigation Measures: The mitigation measure below was effectuated through inclusion in the City's 2035 General Plan Appendix A: Implementation Measures, but is included here for reference.

Mitigation Measure 4.7-4 – ***The proposed General Plan Update should be amended as follows:***

Implementation Measure

Paleontological Resources

Where there is potential for a significant impact to paleontological resources:

1. Consult the Paleontological Sensitivity Map.
2. For projects located in geologic units that are not identified as paleontologically sensitive and which do not involve ground disturbance to a depth greater than 5 feet below the ground surface, no further actions related to paleontological resources shall be required.
3. For projects that would be located in paleontologically sensitive geologic units, or those that would be located in non-paleontologically sensitive surficial units but would involve ground disturbance to a depth greater than 5 feet, provide a site-specific analysis of the project's potential to damage or destroy unique paleontological resources, and measures designed to protect unique paleontological resources, as needed and appropriate. Such measures may include, but are not limited to, construction worker personnel training, periodic monitoring during construction activities, stopping work within 50 feet of any fossil that is discovered, evaluation of the fossil by a qualified paleontologist, and proper recordation and curation of the specimen.

VIII. Greenhouse Gases

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents' Mitigation Measures Implemented or Addressing Impacts.
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	Page 4.5-18	No	No	No	MM 4.4-2a, MM 4.3-1, and MM 4.5-1c
b) Conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	Page 4.5-18	No	No	No	MM 4.4-2a, MM 4.3-1, and MM 4.5-1c

Discussion: The GP EIR used CalEEMod to estimate GHG emissions which would result from construction and operation of completed land uses consistent with General Plan buildout. The construction emissions were summed and then amortized over a 30-year operational lifetime and added to the operational emissions associated with buildout. Thresholds of significance were developed for the GP EIR based on statewide demographics and data adjusted for land uses relevant in the City of Roseville. The GP EIR evaluation found existing conditions emissions of 5.13 MT CO₂e per service population (a combination of residents and employees) and that this would be reduced slightly to 5.12 MT CO₂e per service population in cumulative buildout conditions. This value exceeds the significance thresholds for the years 2020, 2035, and 2050 (5.07, 2.25, and 0.83 MT CO₂e per service population, respectively). The evaluation further found that mobile emissions from transportation sources account for approximately 67% of citywide emissions and that emissions resulting from the operation of buildings (energy) were the next-largest sector, at approximately 19% of citywide emissions.

While the Project does not change the total units analyzed it does change the location and density of uses, which can have an effect on operational emissions related to transportation. An updated analysis of vehicle miles traveled (VMT) was prepared for the Project; the details and findings of this VMT analysis are discussed in greater detail in the Transportation section of this Addendum. However, to summarize, the updated analysis found the Project has a beneficial effect on VMT generation. The updated analysis found existing conditions (2020) have an average citywide VMT of 15.7 VMT/resident and cumulative conditions (2035) have an average citywide VMT of 14.7 VMT/resident. This is an increase of baseline (existing conditions) VMT, which the GP EIR found to be 15.1 VMT/resident, but is a decrease of cumulative conditions VMT, which the GP EIR found to be 15.5 VMT/resident (with transportation facilities constrained) or 14.9 VMT/resident (with transportation facilities unconstrained). Given that the Project will reduce citywide VMT, it will also reduce transportation sector GHG emissions. The GP EIR found that GHG emissions were significant and unavoidable after the application of mitigation. The GP EIR analyses of GHG adequately and appropriately describes the potential impacts of the Project, and the Project does not result in new or substantial increases in significant effects.

Mitigation Measures: The mitigation measures below were effectuated through inclusion in the City's 2035 General Plan Appendix A: Implementation Measures, but is included here for reference.

Mitigation Measure 4.5-1a: Implement Mitigation Measure 4.4-2a.

Mitigation Measure 4.5-1b: Implement Mitigation Measure 4.3-1.

Mitigation Measure 4.5-1c. The proposed General Plan Update should be amended as follows:

Implementation Measure

Area Sources

- ▶ The City shall utilize electric landscape maintenance equipment to the extent feasible on parks and public/quasi-public lands.
- ▶ The installation of wood-burning fireplaces or appliances in new development shall not be permitted.

Energy

- ▶ The City will pursue within existing and future City facilities and may partner with other public agencies and organizations to promote replacement of appliances and office equipment with energy-efficient models with a priority from highest to lowest in terms of typical GHG reductions, on: water heater, vending machine, copier, refrigerator, printer, dishwasher, water cooler, computer, and clothes washer.
- ▶ The City will pursue improvements to existing and future City facilities and may partner with other public agencies and organizations to implement comprehensive building efficiency improvements, inclusive of, but not limited to, implement lighting efficiency upgrades, improved building temperature controls, building air sealing, duct air sealing and duct replacement, upgrading and/or insulating water heaters, ensuring proper functioning and efficiency of heating and air conditioning systems, reducing heat loss through and around windows, installation of cool roofs, and implementing energy conservation education.
- ▶ The City will support education and outreach to promote rebates, incentives, and other programs (as they become available) which would promote reductions in greenhouse gas emissions, and use available information on rebates used by consumers to determine where to focus education and outreach, including programs designed to promote electric appliances and replace natural gas appliances, and programs related to lighting.
- ▶ The City will promote the U.S. Department of Housing and Urban Development Energy Efficient Mortgage (EEM) program and similar programs that assist buyers in purchasing homes meeting energy-efficiency criteria.

- ▶ The City will partner with other agencies and organizations to expand the City's urban forest to promote sequestration, but also with a focus on selection and placement that reduces the need for air conditioning and the urban heat island effect.

Land Use and Transportation

- ▶ The City will direct its own investments and review proposed development projects to reduce vehicular travel demand, promote non-vehicular travel, and facilitate local purchase and use of electric vehicles.
- ▶ The City will continue to direct its own investments and pursue outside funding for infrastructure and operational programs to promote ease and convenience of pedestrian, bicycle, and transit travel for daily trips.
- ▶ The City will integrate its land use and transportation planning and review and condition proposed projects to better situate residents in proximity to workplaces, goods and services, and recreational opportunities, making updates to implementing plans, such as the Capital Improvement Program, Bicycle Master Plan, Pedestrian Master Plan, Transportation Systems Management program, transportation impact fee program, and transit plans.
- ▶ The City will support applications for affordable housing funds from agencies that reward and incentivize good planning, such as infill housing and housing built close to jobs, transportation, and amenities.
- ▶ The City will partner with other agencies and proposed developments to expand bicycle parking and other facilities, pedestrian facilities and amenities, and electric vehicle charging stations, with a focus on daily destinations.
- ▶ The City will support a reduction of parking requirements for projects with a location, design, surrounding mix of uses, access to non-vehicular transportation facilities, and/or ongoing travel demand management programs that would reduce the need for vehicular trips.

IX. Hazards and Hazardous Materials

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents' Mitigation Measures Implemented or Addressing Impacts.
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	Page 4.10-20	No	No	No	None
b) Create a significant hazard to the public or the environment though reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	Page 4.10-20	No	No	No	None
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	Page 4.10-21	No	No	No	None
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	Page 4.10-23	No	No	No	None
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?	Page 4.10-19	No	No	No	None
f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	Page 4.10-26	No	No	No	None

g) Expose people or structures either directly or indirectly to a significant risk of loss, injury or death involving wildland fires?	Page 4.10-27	No	No	No	None
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Discussion: The GP EIR analyses in this section considered the range and nature of foreseeable hazardous materials use, storage, and disposal resulting from implementation of the General Plan, and identified the primary ways that hazardous materials could expose individuals or the environment to health and safety risks.

The GP EIR included a preliminary review of environmental risk databases, but because the analysis is at the programmatic level it did not include sampling, site specific review, laboratory analysis, or inspection of buildings or site surfaces. Sites within the Planning Area with potential environmental hazards were identified based on information obtained from the Cortese List (including SWRCB's GeoTracker database and DTSC's EnviroStor database), the Pipeline and Hazardous Materials Safety Administration (PHMSA) Public Map Viewer, and a review of California Important Farmlands mapped by the Department of Conservation. In addition, the Placer County Department of Environmental Health maintains lists of hazardous material sites, releases, and accident occurrences. The methodology for determining wildfire hazards included a review of aerial photographs, and a review of CAL FIRE's fire hazard severity zone maps.

Impacts related to airport safety and noise hazards were found to be less than significant because the nearest airport is approximately 6.3 miles southwest of the Planning Area. This remains correct, and therefore the impacts of the Project are consistent with this conclusion.

Impacts related to the creation of significant hazard through routine transport, use, or disposal or possible release of hazardous materials from upset or accident conditions were found to be less than significant because while population growth and new businesses in the Planning Area would increase the potential for exposure to impacts, implementation of General Plan policies combined with compliance with existing federal and state regulations would ensure impacts would not be substantial. The same conclusion was reached for impacts related to handling of hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school. Regulations governing the transport, use, disposal, and handling of hazardous materials, substances, or waste, are detailed and stringent at both the federal and state level, and are developed and adopted to ensure that adverse health and safety impacts are prevented. In addition, the Planning Area does not contain any existing or planned industrial uses (those most likely to handle or use acutely hazardous materials) in proximity to an existing or proposed school.

Impacts related to public health hazards resulting from locating project development on a known hazardous materials site were found to be less than significant. Several sites within the City are listed on the state's Cortese List of known hazardous materials sites, and there are approximately 70 known listed hazardous materials sites in the City, most of which have been remediated and closed. The largest hazardous materials site in Roseville is associated with the former Southern Pacific Railyard, which is now the Union Pacific Railyard (Railyard), where cleanup and mitigation for contamination is ongoing and may affect surrounding properties.

The GP EIR indicated that most new development was not planned to occur on listed sites, but there were redevelopment and infill sites within areas with existing hazardous materials issues. For redevelopment or infill development areas with existing hazardous materials issues, General Plan goals and policies, in addition to application of current regulations, would not absolutely prevent exposure to hazards and hazardous materials, but would use existing facility information to identify areas of hazardous materials use. In a programmatic analysis such as the GP EIR and the Addendum for the Project, site-specific review is not conducted, because the potential for impacts depends heavily on the exact nature and design of proposed construction, which cannot be known at this time. The GP EIR indicated that while there is the potential for future exposure due to

construction of infill and redevelopment sites, site-specific investigations would be required where applicable to address these conditions as part of project-level environmental review.

Buildout of the General Plan would add additional traffic and residences requiring evacuation in case of an emergency. The GP EIR found implementation of proposed General Plan Update policies was found to ensure conformance with local emergency-response programs and continued cooperation with emergency-response service providers. In addition, while buildout of the General Plan was found to have a potential to increase risk to fire for both people and property, implementation of proposed General Plan Update policies and actions, along with existing regulations was found to ensure that people and structures would not be exposed to a significant risk of loss of injury involving fires. Impacts were found to be less than significant. The Project does not change the location or extent of uses in a manner that would affect local emergency response programs, nor are there any areas of the City which are at increased risk of wildfire hazard. Therefore, the GP EIR conclusion related to emergency response plans and wildfire hazard remain appropriate and applicable to describe the impacts of the Project.

The nature of general plans, consistent with state law and common practice, is that specific uses or developments normally are not identified at a project level. Rather, categories of land use are defined that would allow a wide range of specific uses. The specific types of businesses allowed, and whether or not they would generate or use hazardous materials, cannot be known at the programmatic level, though the analysis can make assumptions about the typical range of hazardous materials used by business such as gasoline service stations and dry cleaners. In short, the GP EIR indicated that development in the Planning Area could involve a variety of land uses, including residences, commercial uses, industrial uses, utilities and transportation facilities, office space, and public services facilities (i.e., educational and institutional uses), and the analysis assumed and evaluated a range of potential uses that could handle hazardous materials, and a broad range of potential hazardous materials that could be used, in order to reach conclusions as to impacts. The Project does not change these assessments or conclusions, because it does not introduce new types of uses not previously analyzed and the Project would add residential unit capacity, which is not associated with significant use, transport, or disposal of hazardous materials.

As it relates to hazardous materials sites, the majority of the Project affects properties already designated for residential use and contemplates increasing the allowable number of units on those properties. As discussed in the GP EIR, the infill and redevelopment sites may include sites affected by on-site or nearby hazardous materials conditions, and these conditions would require assessment, disclosure, and mitigation as part of future project-level environmental review, depending on the site. The Project does include one strategy which contemplates converting land with a non-residential land use designation to a residential land use designation. Furthermore, the Commercial Corridors strategy could involve some redevelopment of commercial property with residential uses. While the potential impacts related to general construction remain the same for residential and non-residential construction, the operational exposure sensitivity of residential uses is greater than for non-residential uses. However, the conclusion of the GP EIR remains appropriate. If the City elects to move forward with a rezone of any property, then assessment, disclosure, and mitigation of any hazardous materials conditions, if applicable, would be required as part of future project-level environmental review.

In combination with existing required federal and state regulations pertaining to hazardous site cleanup, ongoing remedial activities at known contamination sites, site-specific environmental site assessments prior to site-specific earthmoving activities and as part of project-level environmental review, and implementation of existing and General Plan policies, would ensure the potential impacts of future development related to hazardous materials would be less than significant. This analysis and conclusion remains appropriate and adequate to describe the potential impacts of the Project, and the Project does not result in new or substantial increases in significant effects.

Mitigation Measures: None.

X. Hydrology and Water Quality

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents' Mitigation Measures Implemented or Addressing Impacts.
a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?	page 4.13-27	No	No	No	None
b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?	page 4.13-30	No	No	No	None
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:		No	No	No	None
i) result in substantial erosion or siltation on or off-site;	page 4.13-33	No	No	No	None
ii) substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site;	page 4.13-35	No	No	No	None
iii) create or contribute runoff water which would exceed the capacity of existing or planned stormwater systems or provide substantial additional sources of polluted runoff; or	page 4.13-35	No	No	No	None

iv) impede or redirect flood flows?		No	No	No	
d) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	page 4.13-27	No	No	No	None
e) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?		No	No	No	None
f) In flood hazard, tsunami, or seiches zones, risk release of pollutants due to project inundation?	page 4.13-41	No	No	No	None

Discussion: The GP EIR described potential impacts related to surface and groundwater hydrology and water quality, along with flooding, in the Planning Area. The analysis used the City's floodplain mapping (which includes Federal Emergency Management Agency floodplains); the 303(d) list of waterbodies impaired by pollution according to the State Water Resources Control Board; and a review of applicable watershed management, groundwater management, and restoration plans; and the environmental documentation provided for the City's Specific Plans.

Impacts related to violation of water quality standards or conflict with a water quality control plan were found to be less than significant because while buildout of the Planning Area would introduce uses which could result in additional discharges of pollutants, the policies of the General Plan combined with current land use stormwater, grading, and erosion control laws, along with regulations and permit conditions would ensure that significant impacts associated with violation of standards or conflicts with water quality control plans would not occur.

Impacts related to substantial interference with groundwater recharge or decrease in water supplies that would impede implementation of a sustainable groundwater management plan were found to be less than significant because while buildout of the Planning Area would result in additional impervious surfaces and therefore could reduce infiltration to groundwater, the Planning Area soils are substantially impermeable and only provide low levels of groundwater recharge. In addition, while development would result in the use of additional water, some of which could be from groundwater sources, the City's Urban Water Master Plan and the Western Placer County Groundwater Management Plan provide for sustainable management of groundwater supplies.

Impacts related to substantial alteration of drainage patterns resulting in substantial erosion or siltation were found to be less than significant because while construction and grading could result in runoff of soils and soil erosion, implementation of General Plan policies and existing regulations will ensure that substantial impacts do not result.

Impacts related to substantial alteration of drainage patterns resulting in runoff that would exceed the capacity of stormwater systems, cause an increase in flooding, or provide additional sources of polluted runoff were found to be less than significant because while buildout of the Planning Area would increase impervious surfaces and contribute to increased runoff, which could contribute additional pollutants, result in hydromodification, or increased flood potential, implementation of General Plan policies combined with current drainage and flood control regulations ensures that impacts are not substantial.

Impacts related to release of pollutants in flood hazard, tsunami, or seiche zones were found to be less than significant because General Plan policy and the City's development regulations do not permit permanent storage of materials within flood hazard zones, and temporary storage is only permitted with a Flood Encroachment Permit, part of the purpose of which is to ensure there will be no impacts to the floodplain or water quality. In addition, the Planning Area is not near any water bodies which pose a tsunami or seiche hazard.

The analyses described above are based on the potential impacts of grading and general development within the Planning Area, and the Project neither changes the boundaries of the Planning Area nor the locations of potential grading and development within the Planning Area. Therefore, the GP EIR analyses of hydrology and water quality adequately and appropriately describe the potential impacts of the Project, and the Project does not result in new or substantial increases in significant effects.

Mitigation Measures: None.

XI. Land Use and Planning

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents' Mitigation Measures Implemented or Addressing Impacts.
a) Physically divide an established community?	Page 4.1-18	No	No	No	None
b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation of an agency adopted for the purpose of avoiding or mitigating an environmental effect?	Page 4.1-19	No	No	No	None
Discussion: The GP EIR found that buildout of the General Plan would not physically divide the community, because the City's land use designations, roadway locations, transit systems, and pedestrian and bicycle pathways have been and will continue to be planned (per General Plan policy) comprehensively through the Specific Plan process to provide connected communities. Impacts were found to be less than significant. The Project does not include changes to any of the City's existing or planned roads, other paths of travel, or community connectivity. The GP EIR included an analysis of potential inconsistencies between the General Plan and other land use plans, policies, or regulations, including with the Sacramento Area Council of Governments (SACOG) 2020 Metropolitan Transportation Plan/Sustainable Communities Strategy (MTP/SCS), SACOG Blueprint, Placer County Local Agency Formation Commission, new Specific Plans, the Zoning Ordinance, and the Roseville/Placer County Memorandum of Understanding. In all cases, it was determined there were no inconsistencies between the General Plan and other plans that would result in significant impacts; impacts were found to be less than significant. The land use changes contemplated by the Project would increase allowable densities on sites already designated for multifamily residential uses or convert some non-residential land use designations to mixed use or residential land use designations. These are minor and common land use changes, and would not result in any conflicts with regional or local plans. Increasing density and increasing densities within the City's infill areas—particularly within the City's core—are actions supported by both the SACOG MTP/SCS and SACOG Blueprint. Based on the foregoing, the GP EIR analyses of potential land use impacts adequately and appropriately describe the potential impacts of the Project, and the Project does not result in new or substantial increases in significant effects. Mitigation Measures: None.					

XII. Mineral Resources

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents' Mitigation Measures Implemented or Addressing Impacts.
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	4.7-1	No	No	No	None
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	4.7-1	No	No	No	None
Discussion: The City of Roseville does not overlie any known deposits of economically valuable mineral resources (Loyd 1995), and the City does not have a Surface Mining and Reclamation Act (SMARA) permit. No mining activities are currently underway nor does the City anticipate that any mining activities will take place in the future. Therefore, mineral resources were not evaluated in the GP EIR and need not be evaluated within this Addendum. Mitigation Measures: None.					

XIII. Noise

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents' Mitigation Measures Implemented or Addressing Impacts.
a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	Page 4.6-43 and 4.6-46	No	No	No	None
b) Generation of excessive ground borne vibration of ground borne noise levels?	Page 4.6-66	No	No	No	None
c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	Page 4.6-43	No	No	No	None

Discussion: The GP EIR identified noise conditions for new noise-sensitive developments within areas with the potential to be affected by substantial existing or future transportation noise sources and stationary noise sources. Existing conditions were compared to cumulative buildout conditions, based on existing and future General Plan land uses. The methodology used for this analysis was consistent with approaches recommended by the Federal Transit Administration (FTA), the California Department of Transportation (Caltrans), and the City of Roseville. Noise modeling was conducted using the Federal Highway Administration's (FHWA) traffic noise prediction model (FHWA-RD-77-108) and the FTA's Transit Noise and Vibration Impact Assessment Guidance Manual (2018). Stationary-source noise levels were obtained from manufacturer specifications and industry-standard technical reports. Traffic data from the traffic impact analysis prepared for buildout of the General Plan were used to model existing and future traffic noise levels.

The Planning Area does not intersect with any military bases, special use airspaces, or low-level flightpaths and is not located in safety zones or noise contours associated with airfields or airports that are a concern for land use compatibility planning. The Planning Area is not located within 2 miles of a public or private airstrip. Therefore, impacts due to these issues were found to be less than significant without the need for detailed analysis. This evaluation does not require updating and is adequate.

The GP EIR evaluated the potential for temporary, short-term noise and vibration impacts due to construction. The analysis found that while buildout of the General Plan would involve noise associated with construction and some level of vibration due to typical construction practices, the City's Noise Ordinance limits construction to daytime hours, because these are outside of the recognized sleep hours for residents and are also outside of evening and early morning hours and time periods when residents are most sensitive to noise and vibration. The analysis recognizes that the City's Noise Ordinance and General Plan policy ensure that the impact of construction is reduced to the extent practicable, given that construction cannot be avoided and is a necessary part of development. The GP EIR concluded that vibration levels from construction were less than significant, because large-scale projects with extensive excavation and pile driving are not contemplated near vibration-sensitive uses. However, construction noise could cause significant impacts, and additional mitigation is not available. Construction noise impacts were found to be significant and unavoidable. The Project does not change the location or intensity of construction activities within the City and does not affect the maximum daily noise generation. Maximum daily noise is based on the maximum amount of land area or building area that can feasibly be developed during any given day, so while the addition of units may increase the duration of a construction project, it does not change the amount of construction per day or the intensity of construction.

The GP EIR analysis of permanent or long-term noise impacts due to transportation and non-transportation noise included evaluations of roadway noise in existing and cumulative buildout conditions; landscape and building maintenance activities; mechanical equipment; solid waste collection; parking lots; commercial, office, and industrial activities; and residential, school, and recreation activities and events. The evaluation considered the impacts of these noise sources on sensitive receptors, including on residential uses. The analysis evaluated the potential for residential sites to be exposed to undue noise because of proximity to non-residential uses or other noise-generating sources, including an assessment of the cumulative noise generated by all of the City's higher-capacity roadways, and concluded that the City's General Plan includes extensive policies related to noise which are designed to reduce exposure to unacceptable noise volumes to the extent feasible. Nonetheless, the GP EIR concluded impacts would remain significant and unavoidable, since the City cannot demonstrate that adverse noise impacts will be absolutely prevented.

The Project converts some non-residential land to residential uses or allows residential uses on non-residential sites and adds additional housing development to existing residential sites. Potential noise exposure has already been evaluated in the GP EIR and in the City's Specific Plans for existing residential sites, and the addition of further units on these sites does not change these evaluations. However, allowing residential uses on non-residential sites could expose sensitive receptors to noise, the most common of which is roadway noise. The Project contemplates allowing multi-family residential development near several higher-volume roadways, including Douglas Boulevard, Sunrise Avenue, Atlantic Street, Harding Boulevard, Blue Oaks Boulevard, and Highway 65. The GP EIR noise analysis indicates these roadways will generate cumulative exterior noise volumes above 65 dBA L_{dn} at a point 100 feet from the roadway centerline, which exceeds the City's Conditionally Acceptable noise standard. Therefore, multifamily development in these areas will require feasible noise shielding for any common outdoor spaces, which is typically provided in these developments by placing the outdoor area on the other side of the apartment building from the noise source or within an interior courtyard. Interior spaces may also require some level of shielding to achieve the City's noise standards, which is achieved through the use of window treatments, insulation, and other construction methods. The City's existing Building Permit process includes review for compliance with the City's Noise Ordinance and the California Noise Insulation Standards (CCR Title 24, Part 2), to ensure interior noise meets the City's standard of 45 dBA L_{dn} . Compliance with the City's existing policies and ordinances related to noise will ensure that noise impacts are reduced to the extent feasible, consistent with the GP EIR analysis.

In addition to noise affecting residential uses, development of residential sites can have indirect effects on noise through the generation of traffic. Although the Project does not increase the total units beyond the scope of the GP EIR analysis, changes to the location and density of uses can have an effect on the distribution of traffic. Therefore, the Project could affect traffic volumes—and therefore noise—on the City's roadways. A transportation analysis was completed for this Addendum, which included both a VMT analysis and a Level of Service analysis to determine consistency with the City's transportation policies. The VMT analysis demonstrated that the Project would reduce the overall amount of travel on the City's roadways, and the LOS analysis found the Project would maintain consistency with the City's policies. While the Project does redistribute traffic, it generally does so in a manner that reduces travel, and therefore would result in noise consistent with the volumes evaluated in the GP EIR.

The GP EIR anticipated the potential for vibration-sensitive land uses to be developed in areas with some amount of existing vibration, such as near the Union Pacific Railroad. General Plan policy requires all feasible measures necessary, as a part of proposed development and public infrastructure projects, to avoid structural damage to adjacent structures and avoid substantial annoyance for adjacent vibration-sensitive uses, consistent with California Department of Transportation and Federal Transit Agency guidance—guidance that is specifically designed to avoid annoyance to vibration-sensitive uses and structure damage. Impacts due to vibration were found to be less than significant.

Based on the foregoing, the GP EIR analyses of potential noise impacts adequately and appropriately describe the potential impacts of the Project, and the Project does not result in new or substantial increases in significant effects.

Mitigation Measures: None.

XIV. Population and Housing

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents Mitigation Measures Implemented or Addressing Impacts.
a) Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	Page 4.2-10	No	No	No	None
b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?	Page 4.2-15	No	No	No	None
Discussion: The General Plan analyzed in the GP EIR did not include changes to land use, the Sphere of Influence, or new growth. Furthermore, the majority of the vacant land adjacent to the City's boundaries are within existing adopted Specific Plans within Placer County which contemplate urbanization and development. Therefore, the GP EIR concluded the General Plan did not induce substantial population growth either directly or indirectly, and impacts were found to be less than significant. The Project includes approximately additional residential units, but these units fall within the scope of the GP EIR analysis. Therefore, while the Project will ultimately add capacity for 1,563 high density residential units (and remove approximately 262,000 square feet of non-residential building capacity) may include an additional increment of growth compared to the City's existing land use plan, this increment of growth is neither substantial nor unplanned. The General Plan analyzed in the GP EIR did not involve converting established residential areas to a non-residential land use or redeveloping existing residential areas with new residences by removing existing dwelling units, and displacement impacts were thus found to be less than significant. The Project also does not convert established residential areas to non-residential use; on the contrary, the project does the opposite by identifying non-residential sites to convert to residential use and identifying developed commercial properties which could be redeveloped to include both commercial uses and residential uses. The infill intensification strategy includes increasing the permitted land use density on existing high density or multi-family sites in the City's infill area, and development of these sites may involve the demolition of existing units in order to rebuild more units. Therefore, Housing Element Program 14 (Rezone Program) includes states that the infill intensification strategy will include a replacement program, to ensure that residents are not displaced and at least as many units are rebuilt as were demolished. Therefore, the Project will not result in significant impacts related to the displacement of a substantial number of existing people or housing.					

Based on the foregoing the GP EIR analyses of potential growth inducement impacts and displacement adequately and appropriately describe the potential impacts of the Project, and the Project does not result in new or substantial increases in significant effects.

Mitigation Measures: None.

XV. Public Services

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents Mitigation Measures Implemented or Addressing Impacts.
Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any the public services:					
a) Fire protection?	Page 4.11-23	No	No	No	None
b) Police protection?	Page 4.11-22	No	No	No	None
c) Schools?	Page 4.11-25	No	No	No	None
d) Parks?	Page 4.11-27	No	No	No	None
e) Other public facilities?	N/A	N/A	N/A	N/A	N/A

Discussion: The GP EIR evaluated police, fire, school, and park facility/service demands resulting from buildout of the General Plan. The analysis indicated that all of these services would require additional facilities and/or staff, but that each of the City's adopted Specific Plans had anticipated and planned for these needs and had included the identification of sites and financing mechanisms. The EIRs for each Specific Plan had already evaluated the potential physical impacts of constructing the facilities. Therefore, the GP EIR concluded that the General Plan would not result in substantial adverse physical impacts associated with the provision of new or altered facilities, and impacts were found to be less than significant. The Project is within the scope of the above GP EIR analysis, and the units contemplated are spread throughout the Planning Area. The Project would not add total units which would change the GP EIR analysis, nor would it redistribute units in a manner that

would concentrate service demands in an unanticipated location. Based on the foregoing, the GP EIR analyses of potential public service impacts adequately and appropriately describe the potential impacts of the Project, and the Project does not result in new or substantial increases in significant effects.

Mitigation Measures: None.

XVI. Recreation

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents Mitigation Measures Implemented or Addressing Impacts.
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that physical deterioration of the facility would occur or be accelerated?	Page 4.11-27	No	No	No	None
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	Page 4.11-27	No	No	No	None

Discussion: The GP EIR indicated that buildout of the General Plan would add residents to the City, and these residents would increase the use of existing parks and recreational facilities, and would require the construction or expansion of recreational facilities, but that each of the City's adopted Specific Plans had anticipated and planned for these needs and had included the identification of sites and financing mechanisms. The EIRs for each Specific Plan had already evaluated the potential physical impacts of constructing the facilities and the City's policies ensure that adequate parkland acreage is developed and maintained. Therefore, the GP EIR concluded that the General Plan would not result in substantial adverse physical impacts associated with the provision or maintenance of recreation facilities, and impacts were found to be less than significant. The Project is within the scope of the above GP EIR analysis, and the units contemplated are spread throughout the Planning Area. The Project would not add total units which would change the GP EIR analysis, nor would it redistribute units in a manner that would concentrate service demands in an unanticipated location. Based on the foregoing, the GP EIR analyses of potential public service impacts adequately and appropriately describe the potential impacts of the Project, and the Project does not result in new or substantial increases in significant effects.

Mitigation Measures: None

XVII. Transportation

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents Mitigation Measures Implemented or Addressing Impacts.
a) Conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities?	Page 4.3-43	No	No	No	None
b) Conflict or be inconsistent with CEQA Guidelines Section 15064.3, subdivision (b)?	Page 4.3-33	No	No	No	MM4.3.1
c) Substantially increase hazards due to a geometric design feature(s) (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	Page 4.3-42	No	No	No	None
d) Result in inadequate emergency access?	Page 4.10-27 and 4.3-42	No	No	No	None

Discussion: The GP EIR included a transportation analysis which estimated VMT using Roseville's travel forecasting model, and reported VMT both in per capita (per resident) and per service population. The analysis also included the development of a VMT threshold of significance based on a reduction of 15% below baseline conditions. The City's baseline VMT was found to be 15.1 VMT per resident and the resulting threshold was 12.8 VMT per resident. Per resident VMT includes VMT for trips produces by a home's residents, such as to work school or to shop, and any trips where one end of the trip was at the home.

The transportation analysis found that the City's buildout VMT would be 15.5 VMT per resident in constrained conditions and 14.9 VMT per person in unconstrained conditions. Constrained conditions assumed a transportation network which only included future facilities with identified funding sources that were certain to be constructed by 2035, and was a worst-case evaluation provided to ensure the GP EIR did not underestimate any impacts. The unconstrained conditions included all facilities included in the SACOG 2020 MTP/SCS project list.

In addition to the citywide average VMT, the GP EIR also included a VMT evaluation by Specific Plan area. This evaluation showed that certain areas of the City are "low-VMT areas," which are defined in the EIR as areas of the City with VMT below the significance threshold. This analysis was based on the constrained conditions, so even under worst-case conditions the following areas were found to be low-VMT: the Downtown Specific Plan, Del Webb Specific Plan, North Central Roseville Specific Plan, Northeast Roseville Specific Plan, and Riverside Gateway Specific Plan.

The Project is within the scope of the GP EIR analysis, but because it alters the distribution and mix of uses it has the potential to affect trip distribution. Therefore, an updated VMT analysis was prepared by Fehr and Peers Transportation Consultants to evaluate VMT impacts resulting from the Project (see Attachment 2). This analysis updated the baseline conditions to February 2020 in order to ensure the baseline represented normal conditions, unaffected by COVID, and used constrained conditions for the cumulative analysis. The analysis found the City's baseline VMT has increased to 15.7 VMT per resident due to the fact that $\frac{3}{4}$ of new development since the prior analysis has occurred in the western area of the City, in Specific Plans with the highest VMT per resident. However, the cumulative conditions (2035) analysis found citywide VMT decreases to 14.7 VMT per resident with the Project, which is both a reduction from baseline and a reduction compared to the GP EIR analysis of cumulative (2035) conditions. The Specific Plan analysis found that the same list of planning areas are low-VMT, plus the Highland Reserve North Specific Plan. While Project VMT remains above the City's adopted significant threshold of 12.8 VMT per resident, it is lower than VMT reported in the GP EIR.

Per service population VMT includes all per resident VMT plus VMT from all other sources, including trips from homes outside the area to work or shop and trips inside the City with neither trips at the home (from work to shopping). The service population analysis of the GP EIR was included for informational purposes to provide a coarse assessment of how non-home-based trips change over time. The GP EIR stated that appropriate methodologies for service sector VMT were still being developed and the resulting data was less reliable. For this reason, a significance threshold for service population VMT was not developed. This conclusion remains current, as stated in the updated transportation analysis prepared for this Addendum. The GP EIR found that in existing conditions the citywide average was 29 VMT per service population while the cumulative conditions citywide average would be 33 VMT per service population (constrained) or 32.4 VMT per service population (unconstrained). An updated service sector analysis was provided for the Project, but it used an updated methodology and therefore cannot be directly compared to the results reported in the GP EIR. The service sector analysis calculated that in existing conditions the citywide average is 32.5 VMT per service population and the cumulative conditions citywide average is 35.1 VMT per service population. While the numbers from the GP and Project analysis cannot be compared, the trend can: in both analyses, the citywide average service sector VMT is anticipated to increase over time rather than decrease. This means that while trips generated by residents of the City will be traveling less over time (as measured by per resident VMT) it is expected that all trips will be traveling more over time.

Both the GP EIR and the updated analysis for this Project included a Level of Service (LOS) analysis, provided for informational purposes. While LOS is not an impact under CEQA, the City maintains an LOS policy requiring that 70% of intersections operate at LOS C or better during both the a.m. and p.m. peak hours. The GP EIR found that 83.5% of intersections would operate acceptably during a.m. peak hours and 71.9% would operate acceptably during p.m. peak hours. The updated Project analysis found that 80.5% of intersections would operate acceptably during a.m. peak hours and 72.9% would operate acceptably during p.m. peak hours. The minor changes in results are mainly due to model updates, which included updates for the future and base year in the City of Rocklin based on that City's current circulation and development plans and roadway network updates based on current plans and data. However, in both the GP EIR analysis and the Project analysis, the LOS analysis found that the City's intersections operate at LOS consistent with City policy.

The GP EIR evaluated hazards due to design features, incompatible uses, or inadequate emergency access. The City's transportation networks have been comprehensively planned through the Specific Plan process to conform to the City's Design and Construction Standards. The City's Design and Construction Standards establish appropriate and safe designs, including minimum signal and driveway spacing, sidewalk and pedestrian crossing designs, bicycle lane designs, and other features which ensure a safe and reliable network. The City also maintains standards requiring minimum roadway widths, turnaround areas, and turning radii to ensure that emergency vehicles maintain access. Finally, the City's construction standards also provide for and regulate the use of temporary traffic controls at construction sites, including signage and flaggers. The City's comprehensive planning process also ensures that uses are compatible and do not increase hazards. The GP EIR concluded impacts were less than significant.

Finally, the GP EIR evaluation found the General Plan does not conflict with adopted policies, plans, or programs for transit, bicycle, or pedestrian facilities nor would it adversely affect performance or safety of such facilities; impacts were found to be less than significant. The General Plan contains provisions that will enhance these modes to encourage greater use of transit and more walking and bicycling in the future. All new facilities and facility improvements contained in the circulation diagram would be constructed to applicable design standards, including the City's Design and Construction Standards (City of Roseville 2020), which have been created to minimize the potential for conflicts or collisions. The Project does not change this conclusion, as it does not introduce any programs or policies which would conflict with transportation plans. On the contrary, increased densities are generally transit-supportive.

Based on the foregoing, the GP EIR analyses of potential transportation impacts adequately and appropriately describe the potential impacts of the Project, and the Project does not result in new or substantial increases in significant effects.

Mitigation Measures: The mitigation measure below was effectuated through inclusion in the City's 2035 General Plan Appendix A: Implementation Measures, but is included here for reference.

Mitigation Measure 4.3.1 – *The proposed General Plan Update should be amended as follows:*

Implementation Measure

Proposed development projects that could have a potentially significant VMT impact shall consider reasonable and feasible project modifications and other measures during the project design and environmental review stage of project development that would reduce VMT effects in a manner consistent with state guidance on VMT reduction. The below list of potential measures is not intended to be exhaustive, and not all measures may be feasible, reasonable, or applicable to all projects. The purpose of this list is to identify options for future development proposals, not to constrain projects to this list, or to require that a project examine or include all measures from this list. Potential measures include:

- improve or increase access to transit;
- increase access to common goods and services, such as groceries, schools, and daycare;
- incorporate affordable housing into the project;
- incorporate neighborhood electric vehicle network;
- orient the project toward transit, bicycle and pedestrian facilities;
- improve pedestrian or bicycle networks, or transit service;
- provide traffic calming;

- provide bicycle parking;
- unbundle parking costs;
- provide parking cash-out programs;
- implement roadway pricing;
- implement or provide access to a commute reduction program;
- provide car-sharing, bike sharing, and ride-sharing programs;
- provide transit passes;
- shifting single occupancy vehicle trips to carpooling or vanpooling, for example providing ride-matching services;
- providing telework options;
- providing incentives or subsidies that increase the use of modes other than single-occupancy vehicle;
- providing on-site amenities at places of work, such as priority parking for carpools and vanpools, secure bike parking, and showers and locker rooms;
- providing employee transportation coordinators at employment sites;
- providing a guaranteed ride home service to users of non-auto modes;
- locate the project near transit;
- increase project density;
- increase the mix of uses within the project or within the project's surroundings;
- increase connectivity and/or intersection density on the project site; and/or
- deploy management strategies (e.g., pricing, vehicle occupancy requirements) on roadways or roadway lanes.

The City shall evaluate the feasibility of a local or regional VMT impact bank or exchange. Such an offset program, if determined feasible, would be administered by the City or a City-approved agency, and would offer demonstrated VMT reduction strategies through transportation demand management programs, impact fee programs, mitigation banks or exchange programs, in-lieu fee programs, or other land use project conditions that reduce VMT in a manner consistent with state guidance on VMT reduction. If,

through on-site changes, a subject project cannot demonstrate consistency with state guidance on VMT reduction, the project can contribute on a pro-rata basis to a local or regional VMT reduction bank or exchange, as necessary, to reduce net VMT impacts.

XVIII. Tribal Cultural Resources

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents Mitigation Measures Implemented or Addressing Impacts.
Would the project cause a substantial adverse change in the significance of a Tribal Cultural Resource as defined in Public Resources Code Section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:					
a) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k)?	Page 4.9-39	No	No	No	MM 4.9-4
b) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1? In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1 the lead agency shall consider the significance of the resource to a California Native American tribe.	Page 4.9-39	No	No	No	MM 4.9-4

Discussion: For the GP EIR the City of Roseville contacted the Native American Heritage Commission, pursuant to SB 18 and AB 52 consultation requirements, asking for a list of individuals that might have knowledge of the Planning Area. The City used this list to circulate a letter dated April 3, 2017 providing the opportunity to participate in consultation to ensure consideration of Tribal Cultural Resources in the context of local land use policy. The United Auburn Indian Community (UAIC) responded to the request for consultation and provided information on the presence of tribal cultural resources as well as historic resources (cultural resources) within the Planning Area.

Impacts related to substantial adverse changes in the significance of a tribal cultural resources were found to be significant (GP EIR page 4.9-39) because the Planning Area is known to contain these resources and is sensitive for the presence of undiscovered or undocumented resources. In addition, some tribal cultural resources may also be cultural resources. The UAIC has indicated tribal cultural resources of significant value to the tribe are present in the Planning Area and could be impacted by grading, excavation, or other ground-disturbing activities associated with buildout of the Planning Area. The General Plan included policy revisions to further strengthen protections, the GP EIR included mitigation measures to address these impacts, and the City adopted new Internal Guidance for Management of Tribal Cultural Resources and Consultation, all of which were developed within input from the UAIC. Nonetheless, impacts could still occur. After mitigation impacts were found to be significant and unavoidable.

Notice of the Project was distributed pursuant to SB 18 and, since it was anticipated an EIR could be required, notice pursuant to AB 52 was also distributed. Both were distributed in letters dated September 22, 2020. No requests for consultation were received. The analysis described above is based on the potential impacts of grading and general development within the Planning Area, and the Project neither changes the boundaries of the Planning Area nor the locations of potential grading and development within the Planning Area. Therefore, the GP EIR analyses of tribal cultural resources adequately and appropriately describe the potential impacts of the Project, and the Project does not result in new or substantial increases in significant effects.

Mitigation Measures: Mitigation consisted of the implementation of Mitigation Measures 4.9-4, previously stated in the Section V. Cultural Resources evaluation.

XIX. Utilities and Service Systems

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents Mitigation Measures Implemented or Addressing Impacts.
a) Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?	Page 4.12-21	No	No	No	None
b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry, and multiple dry years?	Page 4.12-24	No	No	No	None
c) Result in a determination by the wastewater treatment provider which serves the project that it has adequate capacity to serve the project's projected demand in addition of the provider's existing commitments?	Page 4.12-26	No	No	No	None
d) Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	Page 4.12-30	No	No	No	None
e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?	Page 4.12-30	No	No	No	None

Discussion: The GP EIR evaluation of utility services was based on full buildout of the General Plan, and capacity evaluation used the metrics appropriate to the impact area, as follows: for water, dwelling units or dwelling unit equivalents (edu); for wastewater, demand factors based on acreage by land use type; and for waste, total population and employees. The GP EIR also evaluated the potential for facility expansions, including the planned expansion of the Dry Creek wastewater treatment plant; off-site construction of the Ophir water treatment plant by the Placer County Water Agency; a new planned substation and 60-kilovolt overhead transmission lines within the Creekview Specific Plan; and construction of water lines, sewer lines, electrical lines, and supporting facilities (e.g pump stations). Except for the Ophir water treatment plant, expanded and new utilities and service systems would be within the Planning Area, and impacts associated with these facilities have already been identified and mitigated through Specific Plan EIRs. Therefore, with the exception of the Ophir plant, impacts were found to be less than significant. Construction of the Ophir plant was addressed in the Foothill Phase II Water Treatment Plan and Pipeline EIR, discussed in the GP EIR, and it found that construction air quality impacts would be significant and unavoidable. The GP EIR concluded that buildout of the General Plan would indirectly contribute to this significant and unavoidable impact. The Project is within the scope of the GP EIR analyses of capacity (see below) and would not require new facilities beyond those already identified.

Under buildout conditions, the City has a total water demand of 48,762 acre feet per year (afy), and has surplus water supply during normal years and during multiple-dry years 1 and 2. However, during a single-dry year there is an approximate 9,000-afy deficit and during multiple-dry year 3 there is an approximate 2,000-afy deficit. The City's conservation measures are sufficient during dry years to offset the deficit. Therefore, impacts were found to be less than significant. The Project is within the scope of the total dwelling units analyzed within the GP EIR, and is therefore within the scope of analysis of the water evaluation; no changes or updates to this analysis are required.

The City's buildout demands on the wastewater system were reported in Table 4.12-7 of the GP EIR as 8.9 million gallons per day (mgd) of average dry weather flow, while the Pleasant Grove wastewater treatment plant's effective treatment capacity is 9.5 mgd, with plans to expand capacity to 12 mgd and the Dry Creek wastewater treatment plan has a permitted capacity of 18 mgd (note that treatment plants have service boundaries that include the City and other areas). The evaluation found there would be adequate capacity to serve full buildout of the City and impacts were found to be less than significant. The wastewater evaluation was based on the total acreage of citywide land uses, with approximately 13,000 acres of residential land use and 3,100 acres of commercial/office land use. The Project will change the acreage of residential compared to commercial land uses, removing up to 20 acres of commercial land use and replacing it with up to 20 acres of residential land use (in all other cases the Project will increase the allowed density on existing residentially-designated acreage). Table 4.12-7 of the GP EIR indicates that sewage demand for commercial sites is 850 gallons per day per acre, while for residential it is only 190 gallons per day per acre. Therefore, the land use change contemplated by the Project would reduce wastewater system demands. However, in the context of the citywide demands the difference is negligible, and does not change the total average dry weather flow of 8.9 mgd.

The City's additional waste demands were calculated based on the increase in population and employees between existing conditions and buildout conditions, and used CalRecycle solid waste disposal rates of 4.8 pounds per day (ppd) per resident and 8.2 ppd per employee. Based on these rates, buildout of the General Plan was found to generate an additional 428 ppd of solid waste. The EIR noted that this estimate was extremely conservative, as it does not account for recycling or waste diversion. The estimated increase in waste would be within the maximum daily throughput of the Western Regional Sanitary Landfill, and therefore impacts were found to be less than significant.

The Project is within the scope of the population and employees analyzed within the GP EIR, and is therefore within the scope of analysis of the waste evaluation; no changes or updates to this analysis are required.

In addition, future development accommodated under the General Plan would be required to comply with applicable federal, State, or local solid waste regulations or statutes, including the City's Construction and Demolition and Recycling Ordinance, 2016 CALGreen Code, and AB 1826 (mandatory commercial organics recycling). Furthermore, the City would continue to comply with AB 1601, which requires implementation of a commercial solid waste recycling program. Therefore, impacts related to compliance with regulations pertaining to solid waste were found to be less than significant. The Project has no effect on this analysis or conclusion.

Based on the foregoing, the GP EIR analyses of utility services impacts adequately and appropriately describe the potential impacts of the Project, and the Project does not result in new or substantial increases in significant effects.

Mitigation Measures: None.

XX. Wildfire

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents Mitigation Measures Implemented or Addressing Impacts.
If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:					
a) Substantially impair an adopted emergency response plan or emergency evacuation plan?	Page 4.10-27	No	No	No	None
b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?	Page 4.10-27	No	No	No	None
c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	Page 4.10-27	No	No	No	None
d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	Page 4.10-27	No	No	No	None

Discussion: The Planning Area is not located in or near state responsibility areas or land classified as very high fire hazard severity zones. The Planning Area is designated by CAL FIRE as a Local Responsibility Area, and there are no Very High Fire Hazard Severity Zones in or adjacent to the Planning Area. Therefore, the GP EIR concluded the wildfire hazard risk for the City is low. The City's comprehensive planning has ensured that existing and planned fire stations are distributed through the Planning Area, and the City maintains and plans connected transportation networks consistent with the City's Design and Construction Standards to ensure adequate emergency access and evacuation routes. The City maintains a Multi-Hazard Mitigation Plan and Emergency Operations Plan, and the GP EIR found that the General Plan was consistent and supportive of these emergency planning documents. The proposed Project does not affect the foregoing analysis. The Project is within the scope of the above GP EIR analysis, and the units contemplated are spread throughout the Planning Area. The Project would not add total units which would change the GP EIR analysis of emergency services needs, nor would it redistribute units in a manner that would concentrate emergency service demands in an unanticipated location. Based on the foregoing, the GP EIR analyses of wildfire impacts adequately and appropriately describe the potential impacts of the Project, and the Project does not result in new or substantial increases in significant effects.

Mitigation Measures: None.

XXI. Mandatory Findings of Significance

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents Mitigation Measures Implemented or Addressing Impacts.
a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of an endangered, threatened or rare species, or eliminate important examples of the major periods of California history or prehistory?	Chapter 5.0	No	No	No	None

b) Does the project have impacts which are individually limited, but cumulatively considerable? (“Cumulatively considerable” means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)	Chapter 5.0	No	No	No	None
c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	Chapter 5.0	No	No	No	None
Discussion: Chapter 5.0 of the GP EIR includes an evaluation of cumulative impacts, growth inducing impacts, significant irreversible environmental changes, and a section on the significant and unavoidable impacts evaluated within the EIR. No new mitigation measures beyond those already identified in the topical sections of Chapter 4.0 were identified. As discussed in the sections above, the GP EIR found that General Plan buildout would result in significant and unavoidable impacts to biological resources, cultural resources, and tribal cultural resources. The analysis found the following impacts would also be cumulatively considerable: greenhouse gas emissions; VMT; construction and operational air quality emissions; exposure to substantial pollutant concentrations (long-term); operational noise due to traffic and stationary sources; biological resources including special status plants, riparian habitat/sensitive natural communities, wetlands, and loss of habitat and special status wildlife species; both cultural and tribal cultural resources; indirect impacts due to construction of the Ophir water treatment plant; visual quality; and creation of substantial light and glare. These significant cumulative impacts have the potential to cause adverse impacts on human beings. As described in the foregoing analyses, the Project is within the scope of all impacts evaluated by the GP EIR and appropriately describe the potential impacts of the Project.					

ENVIRONMENTAL DETERMINATION:

In reviewing the site specific information provided for this project and acting as Lead Agency, the City of Roseville, Development Services Department, Planning Division has analyzed the potential environmental impacts created by this project and determined that the findings of CEQA Section 15162 concerning the decision not to prepare a subsequent EIR or negative declaration and the findings of CEQA Section 15164 concerning the decision to prepare an Addendum can be made. As supported by substantial evidence within the Addendum to the 2035 General Plan Environmental Impact Report (SCH #2019080418), certified on August 5, 2020, the Lead Agency makes the following findings:

[X] No substantial changes are proposed in the project which would require major revisions of the previous EIR or Mitigated Negative Declaration.

[X] No substantial changes have occurred with respect to the circumstances under which the project is undertaken.

[X] There is no new information of substantial importance which was not known and could not have been known with the exercise of due diligence at the time the previous EIR was certified as complete or the Mitigated Negative Declaration was adopted.

[X] Only minor technical changes or additions are necessary in order to deem the adopted environmental document adequate.

Addendum Prepared by:

Lauren Hocker, Senior Planner
City of Roseville, Development Services–Planning Division

Attachments:

1. NOP Letters
2. VMT Analysis
3. Goal, Policy, and Program Revisions

ⁱ The Sacramento Area Council of Governments (SACOG) is an association of local governments in the six-county Sacramento region. Its members include the counties of El Dorado, Placer, Sacramento, Sutter, Yolo, Yuba and the 22 cities within.



Jared Blumenfeld
Secretary for
Environmental Protection



Department of Toxic Substances Control

Meredith Williams, Ph.D.
Director
8800 Cal Center Drive
Sacramento, California 95826-3200

Addendum Attachment 1



Gavin Newsom
Governor

November 16, 2020

Ms. Lauren Hocker, Senior Planner
City of Roseville
311 Vernon Street, Planning Division
Roseville, CA 95678
LHocker@roseville.ca.us

NOTICE OF PREPARATION OF SUPPLEMENT TO GENERAL PLAN UPDATE
ENVIRONMENTAL IMPACT REPORT OR SUBSEQUENT ENVIRONMENTAL
IMPACT REPORT FOR THE 2021 HOUSING ELEMENT – DATED NOVEMBER 10,
2020 (STATE CLEARINGHOUSE NUMBER: 2020110169)

Ms. Hocker:

The Department of Toxic Substances Control (DTSC) received a Notice of Preparation (NOP) for a Supplement to the General Plan Environmental Impact Report (EIR) or a Subsequent EIR for the 2021 Housing Element (Project). The Lead Agency is receiving this notice from DTSC because the Project includes one or more of the following: groundbreaking activities, work in close proximity to a roadway, work in close proximity to mining or suspected mining or former mining activities, presence of site buildings that may require demolition or modifications, importation of backfill soil, and/or work on or in close proximity to an agricultural or former agricultural site.

DTSC recommends that the following issues be evaluated in the Supplement to the EIR or Subsequent EIR. Hazards and Hazardous Materials section:

1. The Supplement to the EIR or Subsequent EIR should acknowledge the potential for historic or future activities on or near the project site to result in the release of hazardous wastes/substances on the project site. In instances in which releases have occurred or may occur, further studies should be carried out to delineate the nature and extent of the contamination, and the potential threat to public health and/or the environment should be evaluated. The Supplement to the EIR or Subsequent EIR should also identify the mechanism(s) to initiate any required investigation and/or remediation and the government agency who will be responsible for providing appropriate regulatory oversight.
2. Refiners in the United States started adding lead compounds to gasoline in the 1920s in order to boost octane levels and improve engine performance. This

practice did not officially end until 1992 when lead was banned as a fuel additive in California. Tailpipe emissions from automobiles using leaded gasoline contained lead and resulted in aerially deposited lead (ADL) being deposited in and along roadways throughout the state. ADL-contaminated soils still exist along roadsides and medians and can also be found underneath some existing road surfaces due to past construction activities. Due to the potential for ADL-contaminated soil DTSC, recommends collecting soil samples for lead analysis prior to performing any intrusive activities for the project described in the Supplement to the EIR or Subsequent EIR.

3. If any sites within the project area or sites located within the vicinity of the project have been used or are suspected of having been used for mining activities, proper investigation for mine waste should be discussed in the Supplement to the EIR or Subsequent EIR. DTSC recommends that any project sites with current and/or former mining operations onsite or in the project site area should be evaluated for mine waste according to DTSC's 1998 Abandoned Mine Land Mines Preliminary Assessment Handbook (https://dtsc.ca.gov/wp-content/uploads/sites/31/2018/11/aml_handbook.pdf).
4. If buildings or other structures are to be demolished on any project sites included in the proposed project, surveys should be conducted for the presence of lead-based paints or products, mercury, asbestos containing materials, and polychlorinated biphenyl caulk. Removal, demolition and disposal of any of the above-mentioned chemicals should be conducted in compliance with California environmental regulations and policies. In addition, sampling near current and/or former buildings should be conducted in accordance with DTSC's 2006 *Interim Guidance Evaluation of School Sites with Potential Contamination from Lead Based Paint, Termiticides, and Electrical Transformers* (https://dtsc.ca.gov/wp-content/uploads/sites/31/2018/09/Guidance_Lead Contamination_050118.pdf).
5. If any projects initiated as part of the proposed project require the importation of soil to backfill any excavated areas, proper sampling should be conducted to ensure that the imported soil is free of contamination. DTSC recommends the imported materials be characterized according to DTSC's 2001 *Information Advisory Clean Imported Fill Material* (https://dtsc.ca.gov/wp-content/uploads/sites/31/2018/09/SMP_FS_Cleanfill-Schools.pdf).
6. If any sites included as part of the proposed project have been used for agricultural, weed abatement or related activities, proper investigation for organochlorinated pesticides should be discussed in the Supplement to the EIR or Subsequent EIR. DTSC recommends the current and former agricultural lands be evaluated in accordance with DTSC's 2008 *Interim Guidance for Sampling Agricultural Properties (Third Revision)* (<https://dtsc.ca.gov/wp-content/uploads/sites/31/2018/09/Ag-Guidance-Rev-3-August-7-2008-2.pdf>).

DTSC appreciates the opportunity to comment on the NOP. Should you need any assistance with an environmental investigation, please submit a request for Lead Agency Oversight Application, which can be found at: https://dtsc.ca.gov/wp-content/uploads/sites/31/2018/09/VCP_App-1460.doc. Additional information regarding voluntary agreements with DTSC can be found at: <https://dtsc.ca.gov/brownfields/>.

If you have any questions, please contact me at (916) 255-3710 or via email at Gavin.McCreary@dtsc.ca.gov.

Sincerely,

A handwritten signature in blue ink that reads "Gavin McCreary". The signature is fluid and cursive, with the first name "Gavin" and last name "McCreary" clearly distinguishable.

Gavin McCreary
Project Manager
Site Evaluation and Remediation Unit
Site Mitigation and Restoration Program
Department of Toxic Substances Control

cc: (via email)

Governor's Office of Planning and Research
State Clearinghouse
State.Clearinghouse@opr.ca.gov

Mr. Dave Kereazis
Office of Planning & Environmental Analysis
Department of Toxic Substances Control
Dave.Kereazis@dtsc.ca.gov



NATIVE AMERICAN HERITAGE COMMISSION

November 10, 2020

Lauren Hocker, Senior Planner
City of Roseville
311 Vernon Street, Planning Division
Roseville, CA 95678

Re: 2020110169, 2021 Housing Element Project, Placer County

Dear Ms. Hocker:

The Native American Heritage Commission (NAHC) has received the Notice of Preparation (NOP), Draft Environmental Impact Report (DEIR) or Early Consultation for the project referenced above. The California Environmental Quality Act (CEQA) (Pub. Resources Code §21000 et seq.), specifically Public Resources Code §21084.1, states that a project that may cause a substantial adverse change in the significance of a historical resource, is a project that may have a significant effect on the environment. (Pub. Resources Code § 21084.1; Cal. Code Regs., tit.14, § 15064.5 (b) (CEQA Guidelines § 15064.5 (b)). If there is substantial evidence, in light of the whole record before a lead agency, that a project may have a significant effect on the environment, an Environmental Impact Report (EIR) shall be prepared. (Pub. Resources Code §21080 (d); Cal. Code Regs., tit. 14, § 5064 subd.(a)(1) (CEQA Guidelines § 15064 (a)(1)). In order to determine whether a project will cause a substantial adverse change in the significance of a historical resource, a lead agency will need to determine whether there are historical resources within the area of potential effect (APE).

CEQA was amended significantly in 2014. Assembly Bill 52 (Gatto, Chapter 532, Statutes of 2014) (AB 52) amended CEQA to create a separate category of cultural resources, "tribal cultural resources" (Pub. Resources Code §21074) and provides that a project with an effect that may cause a substantial adverse change in the significance of a tribal cultural resource is a project that may have a significant effect on the environment. (Pub. Resources Code §21084.2). Public agencies shall, when feasible, avoid damaging effects to any tribal cultural resource. (Pub. Resources Code §21084.3 (a)). **AB 52 applies to any project for which a notice of preparation, a notice of negative declaration, or a mitigated negative declaration is filed on or after July 1, 2015.** If your project involves the adoption of or amendment to a general plan or a specific plan, or the designation or proposed designation of open space, on or after March 1, 2005, it may also be subject to Senate Bill 18 (Burton, Chapter 905, Statutes of 2004) (SB 18). **Both SB 18 and AB 52 have tribal consultation requirements.** If your project is also subject to the federal National Environmental Policy Act (42 U.S.C. § 4321 et seq.) (NEPA), the tribal consultation requirements of Section 106 of the National Historic Preservation Act of 1966 (154 U.S.C. 300101, 36 C.F.R. §800 et seq.) may also apply.

The NAHC recommends consultation with California Native American tribes that are traditionally and culturally affiliated with the geographic area of your proposed project as early as possible in order to avoid inadvertent discoveries of Native American human remains and best protect tribal cultural resources. Below is a brief summary of portions of AB 52 and SB 18 as well as the NAHC's recommendations for conducting cultural resources assessments.

Consult your legal counsel about compliance with AB 52 and SB 18 as well as compliance with any other applicable laws.

CHAIRPERSON
Laura Miranda
Luiseño

VICE CHAIRPERSON
Reginald Pagaling
Chumash

SECRETARY
Merril Lopez-Kelfer
Luiseño

PARLIAMENTARIAN
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COMMISSIONER
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COMMISSIONER
William Mungary
Paiute/White Mountain
Apache

COMMISSIONER
Julie Tumamait-Stensile
Chumash

COMMISSIONER
[Vacant]

COMMISSIONER
[Vacant]

EXECUTIVE SECRETARY
Christina Snider
Pomo

NAHC HEADQUARTERS
1550 Harbor Boulevard
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West Sacramento,
California 95691
(916) 373-3710
nahc@nahc.ca.gov
NAHC.ca.gov

AB 52 has added to CEQA the additional requirements listed below, along with many other requirements:

1. Fourteen Day Period to Provide Notice of Completion of an Application/Decision to Undertake a Project:

Within fourteen (14) days of determining that an application for a project is complete or of a decision by a public agency to undertake a project, a lead agency shall provide formal notification to a designated contact of, or tribal representative of, traditionally and culturally affiliated California Native American tribes that have requested notice, to be accomplished by at least one written notice that includes:

- a. A brief description of the project.
- b. The lead agency contact information.
- c. Notification that the California Native American tribe has 30 days to request consultation. (Pub. Resources Code §21080.3.1 (d)).
- d. A "California Native American tribe" is defined as a Native American tribe located in California that is on the contact list maintained by the NAHC for the purposes of Chapter 905 of Statutes of 2004 (SB 18). (Pub. Resources Code §21073).

2. Begin Consultation Within 30 Days of Receiving a Tribe's Request for Consultation and Before Releasing a Negative Declaration, Mitigated Negative Declaration, or Environmental Impact Report:

A lead agency shall begin the consultation process within 30 days of receiving a request for consultation from a California Native American tribe that is traditionally and culturally affiliated with the geographic area of the proposed project. (Pub. Resources Code §21080.3.1, subds. (d) and (e)) and prior to the release of a negative declaration, mitigated negative declaration or Environmental Impact Report. (Pub. Resources Code §21080.3.1(b)).

- a. For purposes of AB 52, "consultation shall have the same meaning as provided in Gov. Code §65352.4 (SB 18). (Pub. Resources Code §21080.3.1 (b)).

3. Mandatory Topics of Consultation If Requested by a Tribe: The following topics of consultation, if a tribe requests to discuss them, are mandatory topics of consultation:

- a. Alternatives to the project.
- b. Recommended mitigation measures.
- c. Significant effects. (Pub. Resources Code §21080.3.2 (a)).

4. Discretionary Topics of Consultation: The following topics are discretionary topics of consultation:

- a. Type of environmental review necessary.
- b. Significance of the tribal cultural resources.
- c. Significance of the project's impacts on tribal cultural resources.
- d. If necessary, project alternatives or appropriate measures for preservation or mitigation that the tribe may recommend to the lead agency. (Pub. Resources Code §21080.3.2 (a)).

5. Confidentiality of Information Submitted by a Tribe During the Environmental Review Process: With some exceptions, any information, including but not limited to, the location, description, and use of tribal cultural resources submitted by a California Native American tribe during the environmental review process shall not be included in the environmental document or otherwise disclosed by the lead agency or any other public agency to the public, consistent with Government Code §6254 (r) and §6254.10. Any information submitted by a California Native American tribe during the consultation or environmental review process shall be published in a confidential appendix to the environmental document unless the tribe that provided the information consents, in writing, to the disclosure of some or all of the information to the public. (Pub. Resources Code §21082.3 (c)(1)).

6. Discussion of Impacts to Tribal Cultural Resources in the Environmental Document: If a project may have a significant impact on a tribal cultural resource, the lead agency's environmental document shall discuss both of the following:

- a. Whether the proposed project has a significant impact on an identified tribal cultural resource.
- b. Whether feasible alternatives or mitigation measures, including those measures that may be agreed to pursuant to Public Resources Code §21082.3, subdivision (a), avoid or substantially lessen the impact on the identified tribal cultural resource. (Pub. Resources Code §21082.3 (b)).

- 7. Conclusion of Consultation:** Consultation with a tribe shall be considered concluded when either of the following occurs:
- The parties agree to measures to mitigate or avoid a significant effect, if a significant effect exists, on a tribal cultural resource; or
 - A party, acting in good faith and after reasonable effort, concludes that mutual agreement cannot be reached. (Pub. Resources Code §21080.3.2 (b)).
- 8. Recommending Mitigation Measures Agreed Upon in Consultation in the Environmental Document:** Any mitigation measures agreed upon in the consultation conducted pursuant to Public Resources Code §21080.3.2 shall be recommended for inclusion in the environmental document and in an adopted mitigation monitoring and reporting program, if determined to avoid or lessen the impact pursuant to Public Resources Code §21082.3, subdivision (b), paragraph 2, and shall be fully enforceable. (Pub. Resources Code §21082.3 (a)).
- 9. Required Consideration of Feasible Mitigation:** If mitigation measures recommended by the staff of the lead agency as a result of the consultation process are not included in the environmental document or if there are no agreed upon mitigation measures at the conclusion of consultation, or if consultation does not occur, and if substantial evidence demonstrates that a project will cause a significant effect to a tribal cultural resource, the lead agency shall consider feasible mitigation pursuant to Public Resources Code §21084.3 (b). (Pub. Resources Code §21082.3 (e)).
- 10. Examples of Mitigation Measures That, If Feasible, May Be Considered to Avoid or Minimize Significant Adverse Impacts to Tribal Cultural Resources:**
- Avoidance and preservation of the resources in place, including, but not limited to:
 - Planning and construction to avoid the resources and protect the cultural and natural context.
 - Planning greenspace, parks, or other open space, to incorporate the resources with culturally appropriate protection and management criteria.
 - Treating the resource with culturally appropriate dignity, taking into account the tribal cultural values and meaning of the resource, including, but not limited to, the following:
 - Protecting the cultural character and integrity of the resource.
 - Protecting the traditional use of the resource.
 - Protecting the confidentiality of the resource.
 - Permanent conservation easements or other interests in real property, with culturally appropriate management criteria for the purposes of preserving or utilizing the resources or places.
 - Protecting the resource. (Pub. Resource Code §21084.3 (b)).
 - Please note that a federally recognized California Native American tribe or a non-federally recognized California Native American tribe that is on the contact list maintained by the NAHC to protect a California prehistoric, archaeological, cultural, spiritual, or ceremonial place may acquire and hold conservation easements if the conservation easement is voluntarily conveyed. (Civ. Code §815.3 (c)).
 - Please note that it is the policy of the state that Native American remains and associated grave artifacts shall be repatriated. (Pub. Resources Code §5097.991).
- 11. Prerequisites for Certifying an Environmental Impact Report or Adopting a Mitigated Negative Declaration or Negative Declaration with a Significant Impact on an Identified Tribal Cultural Resource:** An Environmental Impact Report may not be certified, nor may a mitigated negative declaration or a negative declaration be adopted unless one of the following occurs:
- The consultation process between the tribes and the lead agency has occurred as provided in Public Resources Code §21080.3.1 and §21080.3.2 and concluded pursuant to Public Resources Code §21080.3.2.
 - The tribe that requested consultation failed to provide comments to the lead agency or otherwise failed to engage in the consultation process.
 - The lead agency provided notice of the project to the tribe in compliance with Public Resources Code §21080.3.1 (d) and the tribe failed to request consultation within 30 days. (Pub. Resources Code §21082.3 (d)).

The NAHC's PowerPoint presentation titled, "Tribal Consultation Under AB 52: Requirements and Best Practices" may be found online at: http://nahc.ca.gov/wp-content/uploads/2015/10/AB52TribalConsultation_CalEPAPDF.pdf

SB 18

SB 18 applies to local governments and requires local governments to contact, provide notice to, refer plans to, and consult with tribes prior to the adoption or amendment of a general plan or a specific plan, or the designation of open space. (Gov. Code §65352.3). Local governments should consult the Governor's Office of Planning and Research's "Tribal Consultation Guidelines," which can be found online at: https://www.opr.ca.gov/docs/09_14_05_Updated_Guidelines_922.pdf.

Some of SB 18's provisions include:

1. **Tribal Consultation:** If a local government considers a proposal to adopt or amend a general plan or a specific plan, or to designate open space it is required to contact the appropriate tribes identified by the NAHC by requesting a "Tribal Consultation List." If a tribe, once contacted, requests consultation the local government must consult with the tribe on the plan proposal. **A tribe has 90 days from the date of receipt of notification to request consultation unless a shorter timeframe has been agreed to by the tribe.** (Gov. Code §65352.3 (a)(2)).
2. **No Statutory Time Limit on SB 18 Tribal Consultation.** There is no statutory time limit on SB 18 tribal consultation.
3. **Confidentiality:** Consistent with the guidelines developed and adopted by the Office of Planning and Research pursuant to Gov. Code §65040.2, the city or county shall protect the confidentiality of the information concerning the specific identity, location, character, and use of places, features and objects described in Public Resources Code §5097.9 and §5097.993 that are within the city's or county's jurisdiction. (Gov. Code §65352.3 (b)).
4. **Conclusion of SB 18 Tribal Consultation:** Consultation should be concluded at the point in which:
 - a. The parties to the consultation come to a mutual agreement concerning the appropriate measures for preservation or mitigation; or
 - b. Either the local government or the tribe, acting in good faith and after reasonable effort, concludes that mutual agreement cannot be reached concerning the appropriate measures of preservation or mitigation. (Tribal Consultation Guidelines, Governor's Office of Planning and Research (2005) at p. 18).

Agencies should be aware that neither AB 52 nor SB 18 precludes agencies from initiating tribal consultation with tribes that are traditionally and culturally affiliated with their jurisdictions before the timeframes provided in AB 52 and SB 18. For that reason, we urge you to continue to request Native American Tribal Contact Lists and "Sacred Lands File" searches from the NAHC. The request forms can be found online at: <http://nahc.ca.gov/resources/forms/>.

NAHC Recommendations for Cultural Resources Assessments

To adequately assess the existence and significance of tribal cultural resources and plan for avoidance, preservation in place, or barring both, mitigation of project-related impacts to tribal cultural resources, the NAHC recommends the following actions:

1. Contact the appropriate regional California Historical Research Information System (CHRIS) Center (http://ohp.parks.ca.gov/?page_id=1068) for an archaeological records search. The records search will determine:
 - a. If part or all of the APE has been previously surveyed for cultural resources.
 - b. If any known cultural resources have already been recorded on or adjacent to the APE.
 - c. If the probability is low, moderate, or high that cultural resources are located in the APE.
 - d. If a survey is required to determine whether previously unrecorded cultural resources are present.
2. If an archaeological inventory survey is required, the final stage is the preparation of a professional report detailing the findings and recommendations of the records search and field survey.
 - a. The final report containing site forms, site significance, and mitigation measures should be submitted immediately to the planning department. All information regarding site locations, Native American human remains, and associated funerary objects should be in a separate confidential addendum and not be made available for public disclosure.
 - b. The final written report should be submitted within 3 months after work has been completed to the appropriate regional CHRIS center.

- 3. Contact the NAHC for:**
- a.** A Sacred Lands File search. Remember that tribes do not always record their sacred sites in the Sacred Lands File, nor are they required to do so. A Sacred Lands File search is not a substitute for consultation with tribes that are traditionally and culturally affiliated with the geographic area of the project's APE.
 - b.** A Native American Tribal Consultation List of appropriate tribes for consultation concerning the project site and to assist in planning for avoidance, preservation in place, or, failing both, mitigation measures.
- 4. Remember that the lack of surface evidence of archaeological resources (including tribal cultural resources) does not preclude their subsurface existence.**
- a.** Lead agencies should include in their mitigation and monitoring reporting program plan provisions for the identification and evaluation of inadvertently discovered archaeological resources per Cal. Code Regs., tit. 14, § 15064.5(f) (CEQA Guidelines § 15064.5(f)). In areas of identified archaeological sensitivity, a certified archaeologist and a culturally affiliated Native American with knowledge of cultural resources should monitor all ground-disturbing activities.
 - b.** Lead agencies should include in their mitigation and monitoring reporting program plans provisions for the disposition of recovered cultural items that are not burial associated in consultation with culturally affiliated Native Americans.
 - c.** Lead agencies should include in their mitigation and monitoring reporting program plans provisions for the treatment and disposition of inadvertently discovered Native American human remains. Health and Safety Code § 7050.5, Public Resources Code § 5097.98, and Cal. Code Regs., tit. 14, § 15064.5, subdivisions (d) and (e) (CEQA Guidelines § 15064.5, subds. (d) and (e)) address the processes to be followed in the event of an inadvertent discovery of any Native American human remains and associated grave goods in a location other than a dedicated cemetery.

If you have any questions or need additional information, please contact me at my email address: Nancy.Gonzalez-Lopez@nahc.ca.gov.

Sincerely,



Nancy Gonzalez-Lopez
Cultural Resources Analyst

cc: State Clearinghouse

Central Valley Regional Water Quality Control Board

11 December 2020

Lauren Hocker
City of Roseville
Street Planning Division
311 Vernon Street
Roseville, CA 95678

COMMENTS TO REQUEST FOR REVIEW FOR THE NOTICE OF PREPARATION FOR THE SUPPLEMENTAL ENVIRONMENTAL IMPACT REPORT, 2021 HOUSING ELEMENT PROJECT, SCH#2020110169, PLACER COUNTY

Pursuant to the State Clearinghouse's 10 November 2020 request, the Central Valley Regional Water Quality Control Board (Central Valley Water Board) has reviewed the *Request for Review for the Notice of Preparation for the Supplemental Environmental Impact Report* for the 2021 Housing Element Project, located in Placer County.

Our agency is delegated with the responsibility of protecting the quality of surface and groundwaters of the state; therefore our comments will address concerns surrounding those issues.

I. Regulatory Setting

Basin Plan

The Central Valley Water Board is required to formulate and adopt Basin Plans for all areas within the Central Valley region under Section 13240 of the Porter-Cologne Water Quality Control Act. Each Basin Plan must contain water quality objectives to ensure the reasonable protection of beneficial uses, as well as a program of implementation for achieving water quality objectives with the Basin Plans. Federal regulations require each state to adopt water quality standards to protect the public health or welfare, enhance the quality of water and serve the purposes of the Clean Water Act. In California, the beneficial uses, water quality objectives, and the Antidegradation Policy are the State's water quality standards. Water quality standards are also contained in the National Toxics Rule, 40 CFR Section 131.36, and the California Toxics Rule, 40 CFR Section 131.38.

The Basin Plan is subject to modification as necessary, considering applicable laws, policies, technologies, water quality conditions and priorities. The original Basin Plans were adopted in 1975, and have been updated and revised periodically as required, using Basin Plan amendments. Once the Central Valley Water Board has adopted a Basin Plan amendment in noticed public hearings, it must be approved by the State Water Resources Control Board (State Water Board), Office of

KARL E. LONGLEY ScD, P.E., CHAIR | PATRICK PULUPA, ESQ., EXECUTIVE OFFICER

Administrative Law (OAL) and in some cases, the United States Environmental Protection Agency (USEPA). Basin Plan amendments only become effective after they have been approved by the OAL and in some cases, the USEPA. Every three (3) years, a review of the Basin Plan is completed that assesses the appropriateness of existing standards and evaluates and prioritizes Basin Planning issues. For more information on the *Water Quality Control Plan for the Sacramento and San Joaquin River Basins*, please visit our website:

http://www.waterboards.ca.gov/centralvalley/water_issues/basin_plans/

Antidegradation Considerations

All wastewater discharges must comply with the Antidegradation Policy (State Water Board Resolution 68-16) and the Antidegradation Implementation Policy contained in the Basin Plan. The Antidegradation Implementation Policy is available on page 74 at:

https://www.waterboards.ca.gov/centralvalley/water_issues/basin_plans/sacsjr_2018_05.pdf

In part it states:

Any discharge of waste to high quality waters must apply best practicable treatment or control not only to prevent a condition of pollution or nuisance from occurring, but also to maintain the highest water quality possible consistent with the maximum benefit to the people of the State.

This information must be presented as an analysis of the impacts and potential impacts of the discharge on water quality, as measured by background concentrations and applicable water quality objectives.

The antidegradation analysis is a mandatory element in the National Pollutant Discharge Elimination System and land discharge Waste Discharge Requirements (WDRs) permitting processes. The environmental review document should evaluate potential impacts to both surface and groundwater quality.

II. Permitting Requirements

Construction Storm Water General Permit

Dischargers whose project disturb one or more acres of soil or where projects disturb less than one acre but are part of a larger common plan of development that in total disturbs one or more acres, are required to obtain coverage under the General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (Construction General Permit), Construction General Permit Order No. 2009-0009-DWQ. Construction activity subject to this permit includes clearing, grading, grubbing, disturbances to the ground, such as stockpiling, or excavation, but does not include regular maintenance activities performed to restore the original line, grade, or capacity of the facility. The Construction General Permit requires the development and implementation of a Storm Water Pollution Prevention Plan (SWPPP). For more information on the Construction General Permit, visit the State Water Resources Control Board website at:

http://www.waterboards.ca.gov/water_issues/programs/stormwater/constpermits.shtml

Phase I and II Municipal Separate Storm Sewer System (MS4) Permits¹

The Phase I and II MS4 permits require the Permittees reduce pollutants and runoff flows from new development and redevelopment using Best Management Practices (BMPs) to the maximum extent practicable (MEP). MS4 Permittees have their own development standards, also known as Low Impact Development (LID)/post-construction standards that include a hydromodification component. The MS4 permits also require specific design concepts for LID/post-construction BMPs in the early stages of a project during the entitlement and CEQA process and the development plan review process.

For more information on which Phase I MS4 Permit this project applies to, visit the Central Valley Water Board website at:

http://www.waterboards.ca.gov/centralvalley/water_issues/storm_water/municipal_permits/

For more information on the Phase II MS4 permit and who it applies to, visit the State Water Resources Control Board at:

http://www.waterboards.ca.gov/water_issues/programs/stormwater/phase_ii_municipal.shtml

Industrial Storm Water General Permit

Storm water discharges associated with industrial sites must comply with the regulations contained in the Industrial Storm Water General Permit Order No. 2014-0057-DWQ. For more information on the Industrial Storm Water General Permit, visit the Central Valley Water Board website at:

http://www.waterboards.ca.gov/centralvalley/water_issues/storm_water/industrial_general_permits/index.shtml

Clean Water Act Section 404 Permit

If the project will involve the discharge of dredged or fill material in navigable waters or wetlands, a permit pursuant to Section 404 of the Clean Water Act may be needed from the United States Army Corps of Engineers (USACE). If a Section 404 permit is required by the USACE, the Central Valley Water Board will review the permit application to ensure that discharge will not violate water quality standards. If the project requires surface water drainage realignment, the applicant is advised to contact the Department of Fish and Game for information on Streambed Alteration Permit requirements. If you have any questions regarding the Clean Water Act Section 404 permits, please contact the Regulatory Division of the Sacramento District of USACE at (916) 557-5250.

Clean Water Act Section 401 Permit – Water Quality Certification

If an USACE permit (e.g., Non-Reporting Nationwide Permit, Nationwide Permit, Letter of Permission, Individual Permit, Regional General Permit, Programmatic

¹ Municipal Permits = The Phase I Municipal Separate Storm Water System (MS4) Permit covers medium sized Municipalities (serving between 100,000 and 250,000 people) and large sized municipalities (serving over 250,000 people). The Phase II MS4 provides coverage for small municipalities, including non-traditional Small MS4s, which include military bases, public campuses, prisons and hospitals.

General Permit), or any other federal permit (e.g., Section 10 of the Rivers and Harbors Act or Section 9 from the United States Coast Guard), is required for this project due to the disturbance of waters of the United States (such as streams and wetlands), then a Water Quality Certification must be obtained from the Central Valley Water Board prior to initiation of project activities. There are no waivers for 401 Water Quality Certifications. For more information on the Water Quality Certification, visit the Central Valley Water Board website at:
https://www.waterboards.ca.gov/centralvalley/water_issues/water_quality/certification/

Waste Discharge Requirements – Discharges to Waters of the State

If USACE determines that only non-jurisdictional waters of the State (i.e., “non-federal” waters of the State) are present in the proposed project area, the proposed project may require a Waste Discharge Requirement (WDR) permit to be issued by Central Valley Water Board. Under the California Porter-Cologne Water Quality Control Act, discharges to all waters of the State, including all wetlands and other waters of the State including, but not limited to, isolated wetlands, are subject to State regulation. For more information on the Waste Discharges to Surface Water NPDES Program and WDR processes, visit the Central Valley Water Board website at:
https://www.waterboards.ca.gov/centralvalley/water_issues/waste_to_surface_water/

Projects involving excavation or fill activities impacting less than 0.2 acre or 400 linear feet of non-jurisdictional waters of the state and projects involving dredging activities impacting less than 50 cubic yards of non-jurisdictional waters of the state may be eligible for coverage under the State Water Resources Control Board Water Quality Order No. 2004-0004-DWQ (General Order 2004-0004). For more information on the General Order 2004-0004, visit the State Water Resources Control Board website at:
https://www.waterboards.ca.gov/board_decisions/adopted_orders/water_quality/2004/wqo/wqo2004-0004.pdf

Dewatering Permit

If the proposed project includes construction or groundwater dewatering to be discharged to land, the proponent may apply for coverage under State Water Board General Water Quality Order (Low Threat General Order) 2003-0003 or the Central Valley Water Board’s Waiver of Report of Waste Discharge and Waste Discharge Requirements (Low Threat Waiver) R5-2018-0085. Small temporary construction dewatering projects are projects that discharge groundwater to land from excavation activities or dewatering of underground utility vaults. Dischargers seeking coverage under the General Order or Waiver must file a Notice of Intent with the Central Valley Water Board prior to beginning discharge.

For more information regarding the Low Threat General Order and the application process, visit the Central Valley Water Board website at:
http://www.waterboards.ca.gov/board_decisions/adopted_orders/water_quality/2003/wqo/wqo2003-0003.pdf

For more information regarding the Low Threat Waiver and the application process, visit the Central Valley Water Board website at:

https://www.waterboards.ca.gov/centralvalley/board_decisions/adopted_orders/waivers/r5-2018-0085.pdf

Limited Threat General NPDES Permit

If the proposed project includes construction dewatering and it is necessary to discharge the groundwater to waters of the United States, the proposed project will require coverage under a National Pollutant Discharge Elimination System (NPDES) permit. Dewatering discharges are typically considered a low or limited threat to water quality and may be covered under the General Order for *Limited Threat Discharges to Surface Water* (Limited Threat General Order). A complete Notice of Intent must be submitted to the Central Valley Water Board to obtain coverage under the Limited Threat General Order. For more information regarding the Limited Threat General Order and the application process, visit the Central Valley Water Board website at:

https://www.waterboards.ca.gov/centralvalley/board_decisions/adopted_orders/general_orders/r5-2016-0076-01.pdf

NPDES Permit

If the proposed project discharges waste that could affect the quality of surface waters of the State, other than into a community sewer system, the proposed project will require coverage under a National Pollutant Discharge Elimination System (NPDES) permit. A complete Report of Waste Discharge must be submitted with the Central Valley Water Board to obtain a NPDES Permit. For more information regarding the NPDES Permit and the application process, visit the Central Valley Water Board website at: <https://www.waterboards.ca.gov/centralvalley/help/permit/>

If you have questions regarding these comments, please contact me at (916) 464-4709 or Greg.Hendricks@waterboards.ca.gov.



Greg Hendricks
Environmental Scientist

cc: State Clearinghouse unit, Governor's Office of Planning and Research,
Sacramento

Transportation Impact Study for the Roseville Housing Element Update

Prepared for:
City of Roseville

May 19, 2021

RS20-3972

FEHR  PEERS

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Introduction

Fehr & Peers has completed the transportation impact study for the proposed update to the City of Roseville General Plan Housing Element. This study included two main components:

- Update of the Roseville travel forecasting model to reflect existing conditions as of February 2020
- Analysis of the land use changes reflecting proposed updates to the General Plan Housing Element



Travel Demand Forecasting Model Update

The Roseville travel demand forecasting model was updated to reflect existing land use and roadways as of February 2020. The previous version of the model, used for the General Plan Update Environmental Impact Report (EIR) completed in 2020, was developed for the 2016 Amoruso Ranch Specific Plan EIR and represents approximately 2014 conditions. This update makes the model reflective of recent conditions typical of travel immediately prior to the COVID-19 pandemic.

Model Scenarios

The model update included two scenarios:

- **2020 Existing Conditions:** Land use and roadway configurations representative of February 2020 conditions, prior to the COVID-19 pandemic.
- **2035 General Plan Conditions:** Land use and roadway network representative of buildout of the General Plan Update completed in 2020. This scenario was based on the model used for the recent General Plan Update, with changes made to reflect 2020 existing conditions updates.

Data Collection

Data used for the model update was obtained from the following sources.

- **Traffic volumes:** Turning movement volumes for signalized intersections within the City were downloaded from the Roseville traffic count database for mid-week days of February 20, 25, and 26, 2020. Where data from this source were unavailable, count data from other recent projects in the City of Roseville were used.
- **Land use data:** A parcel data snapshot from April of 2020 was provided by the City of Roseville. This data was the closest available to February 2020.

These data were supplemented by examination of aerial, map, and Streetview observations from Google Maps as necessary to verify existing land use and roadway system conditions.

Validation of 2020 Existing Conditions Model

The 2020 Existing Conditions model was validated using industry accepted practices. The 2017 Regional Transportation Plan (RTP) Guidelines specify that travel demand models to be used in the preparation of RTPs should undergo a series of diagnostic tests to determine their ability to accurately estimate traffic volumes and other travel parameters. Fehr & Peers interprets this guidance to also extend to travel demand models being developed for other purposes such as fee programs, capital improvement



programs (CIPs), LOS policy development, infrastructure studies, etc. In accordance with this guidance, the model's performance was evaluated using criteria described in the Caltrans *Travel Forecasting Guidelines*, 1992; *Travel Model Improvement Program (TMIP) Model Validation and Reasonableness Checking Manual*, 1997; and Fehr & Peers' internal standards. In particular, the following validation measures were evaluated:

- **Percent of Links Within Caltrans Deviation Allowance** – calculated as the difference between the model and actual traffic count divided by the actual traffic count. Result is then evaluated against prescribed deviation thresholds.
- **Percent Root Mean Square Error** – the square root of the model volume minus the actual count squared divided by the number of counts. It is a measure similar to standard deviation in that it assesses the accuracy of the entire model.
- **Correlation Coefficient** – estimates the correlation (strength and direction of the linear relationship) between the actual traffic counts and the estimated volumes from the model.
- **Volume-to-Count Ratio** – divides the model volume by the actual traffic count for individual roadways throughout the model.

The model validation tests are performed for daily, AM peak hour, and PM peak hour conditions for a typical weekday in which schools are in session. The PM peak hour is generally the busiest hour of the day. Fehr & Peers identified 119 roadway segments within the City for use in the validation tests. The intersection turning movement count data discussed above was used to determine volumes for these roadway segments.

The model met validation standards for the daily, AM peak hour, and PM peak hour time periods. These results are summarized in Table 1. The full model development report, providing additional details of how the model was developed and validated, is provided in Appendix A.

Table 1: 2020 Existing Conditions Model Validation Results

Time Period	Segments Within Caltrans Deviation Allowance	Root Mean Square Error	Correlation Coefficient	Volume-to-Count Ratio
Standard	≥ 75 percent	≤ 40 percent	≥ 0.88	Not Defined
Daily	76 percent	24 percent	0.94	1.07
A.M. Peak Hour	77 percent	29 percent	0.92	1.04
P.M. Peak Hour	80 percent	22 percent	0.94	1.01

Source: Fehr & Peers.



Vehicle Miles Traveled

By definition, one vehicle mile traveled (VMT) occurs when one vehicle is driven on a roadway for one mile. Regardless of how many people are traveling in the vehicle, each vehicle traveling on a roadway generates one VMT for each mile it travels. For the purposes of this study, VMT is estimated and projected for a typical weekday. VMT values in this analysis represent the full length of a given trip and are not truncated at jurisdiction boundaries. Additionally, these VMT values are for trips beginning or ending in the City. Trips passing through the City without stopping are not included in these VMT estimates, as the City has little control over such trips.

VMT is used to measure performance of the existing transportation network and to evaluate potential transportation impacts. Although the absolute amount of VMT is reported, impact analysis is typically based on VMT normalized to population as “per resident” and “per service population” rates. VMT is often expressed as an efficiency metric, on a “per resident” (“per capita”), “per employee,” or “per service population” basis to understand the relative efficiency of a project. These metrics provides a measure of travel efficiency and helps depict whether people are traveling more or less by vehicle over time, across different areas, or across different planning scenarios. A per resident or per service population decline in VMT over a baseline condition indicates that the transportation network is operating more efficiently, and that people have more travel choices.

Two measures of VMT are used in this analysis.

- **Home-based production VMT** includes VMT for trips produced by a home’s residents, such as to work, school, or shop, and with one end of the trip at the home.
- **Total VMT** includes home-based production VMT plus VMT from all other sources, including trips from homes outside the City into the City for work, shopping, or other purposes and trips with neither end at the home (such as from work to shopping).

Although the absolute amount of VMT is reported, VMT is also normalized to residents (“per capita”) and per service population rates as described above.

The Roseville travel demand forecasting model was used to estimate VMT for the City. Inherent potential limitations exist when using current travel demand models for this purpose as rapid changes in travel behavior and transportation systems occur in response to emerging trends, new technologies, and evolving user preferences. Some of these new travel options and technologies are discussed below. Additionally, information about how technology is affecting travel is accumulating over time. Some of these emergent changes that could influence future travel forecasts include:

- Substitution of internet shopping and home delivery for some shopping or meal-related travel.
- Substitution of telework for commute travel.
- Other long-term changes in travel in response to the COVID-19 pandemic.



- New travel modes and choices. Transportation networking companies (TNCs such as Uber and Lyft), car share, bike share, scooter share, and on-demand micro transit have increased the travel options available to travelers and have contributed to changes in traditional travel demand relationships.
- Automated and connected vehicles.

Like most models, the Roseville travel demand model does not explicitly capture the above-mentioned new modes of travel and emerging trends in travel behavior. Significant uncertainties exist at the present time that prevent explicit modeling of these new modes and emerging trends.

The impact of new modes on individual and household travel behavior also is not fully understood and is the subject of ongoing research. Limitations on accessing utilization data directly from TNC vendors, in particular, constrains the ability to fully understand the impact of those services. Regulatory and legislative efforts to address the limits on access are underway in California and elsewhere, but these efforts will take time. Only a few household travel surveys (HTSs), including the 2018 SACOG HTS, have surveyed TNC use in detail, and the e-assist JUMP bikes were introduced partway through the 2018 SACOG HTS. Other major research studies focused on TNC use and TNC driver behavior have recently begun in California, but results are not yet available. Until this research is completed, there is no effective way to incorporate even the known new modes into travel demand models.

VMT estimates for Existing (2020) conditions are shown in Table 2 and for General Plan (2035) conditions are shown in Table 3. Total VMT, home-based production VMT and home-based production VMT per resident are shown by Specific Plan Area. The resident per dwelling unit rates from the General Plan Update were used to calculate the number of residents. Note that calculations include full length of trips, so that trips between two different Specific Plan Areas will be counted in each area. Therefore, the sum of VMT for each Specific Plan Area does not equal citywide VMT. In contrast, home-based production VMT for all Specific Plans Areas is nearly equal to the citywide total for this metric because home-to-home trips productions are rare. The length of those trips that leave the Planning Area are included in their entirety.

Based on these results, home-based production VMT per resident increased from 15.1 (as reported in the General Plan Update EIR) to 15.7 in 2020. This result is consistent with the fact that 74 percent of the residential growth in the City over that time period occurred in the three specific plan areas (West Roseville, Sierra Vista, and North Roseville) with the highest home-based VMT per resident.



Table 2: VMT: 2020 Existing Conditions

Specific Plan Area	Total VMT ¹	Home-Based Production VMT	Residents	Home-Based Production VMT / Resident
City of Roseville	6,277,800	2,202,000	140,629	15.7
Del Webb	80,900	47,400	4,804	9.9
Downtown	109,400	11,000	875	12.5
Highland Reserve North	310,100	55,400	4,330	12.8
Infill	1,752,800	593,400	41,657	14.2
North Central Roseville	954,700	135,100	11,224	12.0
North Industrial	717,100	55,200	3,204	17.2
North Roseville	353,800	269,000	14,302	18.8
Northeast Roseville	1,098,900	32,900	2,896	11.4
Northwest Roseville	578,700	365,000	23,355	15.6
Riverside Gateway	25,900	2,400	181	13.3
Sierra Vista	70,900	61,300	2,415	25.4
Southeast Roseville	370,100	99,100	7,688	12.9
Stoneridge	171,800	97,100	6,988	13.9
West Roseville	457,400	377,700	16,711	22.6

Note: ¹Total VMT calculations include full length of trips, so that trips between two different Specific Plan Areas will be counted in each area. Therefore, the sum of VMT for each Specific Plan Area exceeds citywide VMT.

Source: Fehr & Peers.

Home-based production VMT per resident in 2035 decreased from 15.5 VMT per resident as calculated for the General Plan Update EIR to 14.7 VMT per resident. This result is driven in part, by shorter trip distances in the updated model, resulting from increased land use absorption assumed in north Rocklin east of State Route 65.



Table 3: VMT: 2035 General Plan Buildout Conditions

Specific Plan Area	Total VMT ¹	Home-Based Production VMT	Residents	Home-Based Production VMT / Resident
City of Roseville	9,740,200	2,802,000	190,491	14.7
Amoruso Ranch	261,400	150,800	7,756	19.4
Creekview	139,100	94,300	5,193	18.2
Del Webb	97,900	40,900	4,824	8.5
Downtown	254,100	26,700	2,386	11.2
Highland Reserve North	394,700	52,700	4,333	12.2
Infill	2,222,400	587,500	42,769	13.7
North Central Roseville	1,578,300	133,200	11,930	11.2
North Industrial	1,265,200	72,600	5,023	14.4
North Roseville	364,400	228,100	14,499	15.7
Northeast Roseville	1,343,900	42,800	3,804	11.2
Northwest Roseville	599,600	332,400	23,452	14.2
Riverside Gateway	65,100	3,400	290	11.8
Sierra Vista	848,200	375,800	22,410	16.8
Southeast Roseville	462,400	99,800	7,709	13.0
Stoneridge	217,900	96,900	7,074	13.7
West Roseville	753,300	464,100	27,039	17.2

Note: ¹Total VMT calculations include full length of trips, so that trips between two different Specific Plan Areas will be counted in each area. Therefore, the sum of VMT for each Specific Plan Area exceeds citywide VMT.

Source: Fehr & Peers.

A comparison of Table 2 and Table 3 shows that home-based VMT per resident decreases from 15.7 under 2020 conditions to 14.7 under 2035 conditions. This is caused by several factors including the placement of complementary (e.g., jobs, retail, recreational, etc.) land uses to support the large number of residences on the west side of the City.

Table 4 summarizes citywide VMT results, including both the per resident analysis presented above and also the service population analysis. The employees per land use rates from the General Plan Update were used to calculate the number of employees. As noted in the General Plan Update EIR, the service population analysis is provided for informational purposes, to provide a coarse assessment of how trips which are not home-based affect reported VMT efficiency. Precise methodologies for calculating this metric in traffic impact studies are still being developed and are therefore less reliable. The VMT per service population metric includes all per resident trips, but also includes all trips into or out of the City, even if these do not originate from a home in the City. The per service population metric provides another measure of travel efficiency and helps depict whether people are traveling by vehicle more or less over time and can also be used to compare the efficiency of different areas. The mix of residential land use and



employment land uses will affect the results of the analysis. When using service population methodology, the incremental addition of one added resident adds about 3.2 daily trips; in contrast, one added office employee adds about 4.4 trips and one added retail employee generates about 12 trips (added trips include trips by the resident/employee, as well as customers and others utilizing the development).¹ When daily trips are then converted into VMT by multiplying by the trip length, the same trend occurs.

The VMT calculations accompanying this model update include improvements to the service population methodology used for the General Plan Update EIR. With the improved methodology, VMT per service population does not equal total VMT divided by service population; to keep VMT per service population for trips with both ends inside the area being measured comparable to those with one end inside the measured area and one outside, VMT for trips with both ends inside the City are counted twice. Trips with both the origin and destination internal to the City (II trips) have both the resident and employee as part of the City's service population. Trips with the origin but not the destination in the City (IX trips) have the resident as part of the service population, but not the employee at the destination. Trips with the destination but not the origin in the City (XI trips) have the employee but not the resident as part of the service population. Counting VMT twice for II trips allows VMT per service population to be compared to that for IX and XI trips.

Table 4: Citywide VMT Summary

Measure	Service Population Methodology		Per Resident Methodology	
	2020	2035	2020	2035
VMT Produced	6,277,800	9,740,200	2,202,000	2,802,000
Residents	140,629	190,491	140,629	190,491
Employees	80,350	123,405	NA ¹	NA
Service Population	220,979	313,896	NA	NA
Efficiency Metric ²	32.5	35.1	15.7	14.7

Note: ¹NA = not applicable

²Service population efficiency metric not directly calculable from VMT produced divided by service population.

Source: Fehr & Peers.

Supporting data for the VMT analysis is provided in Appendix B, Technical Data.

¹ Calculated as follows:

- Residential: 8.6 daily trips per unit / 2.7 persons per unit = 3.2 trips per person (based on blended average of single-family and multi-family residential trip rates and average household size)
- Office: 17 daily trips per ksf / 4 employees per ksf = 4.4 trips per employee (City of Roseville model trip rate)
- Retail: 35 daily trips per ksf / 3 employees per ksf = 12 trips per employee (City of Roseville model trip rate)



Intersection Level of Service

The General Plan includes a policy within the Transportation Element which requires maintenance of a level of service (LOS) standard at a minimum of 70 percent of all signalized intersections (excluding Pedestrian Districts) in the City during the a.m. and p.m. peak hours. Though LOS is no longer a CEQA significance metric, an analysis of LOS has been provided in order to demonstrate consistency with General Plan policy. Figure 1 shows the location of all the signalized intersections in the City under Existing Conditions, and Figure 2 shows the locations under General Plan Buildout Conditions. Table 5 presents these results. As shown, at least 70 percent of intersections would perform at LOS C or better in all scenarios.

Table 5: Signalized Intersections Operating at LOS C or Better

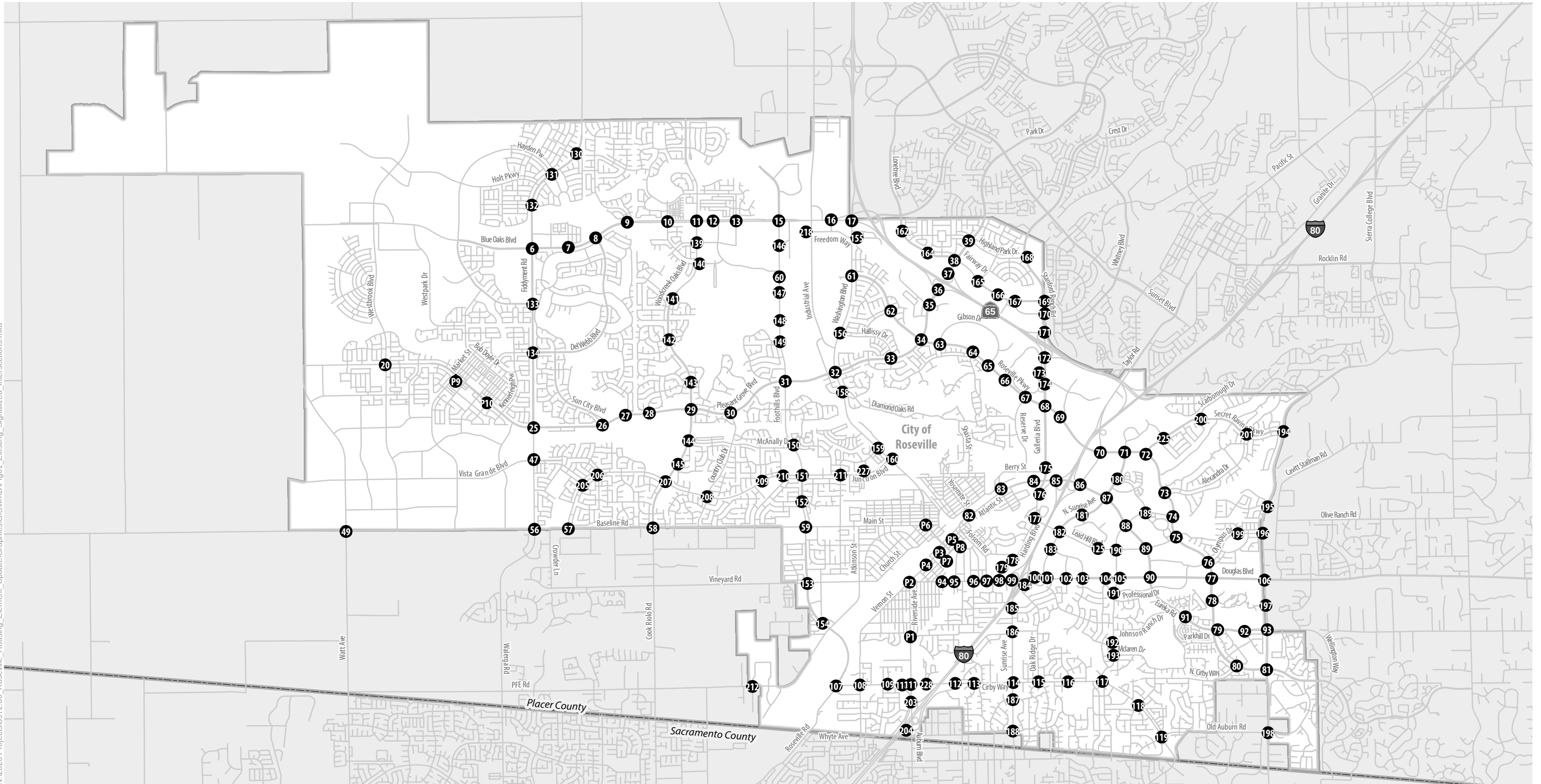
Scenario	A.M. Peak Hour	P.M. Peak Hour
2020 Existing Conditions	88.4 percent	83.1 percent
2035 General Plan Buildout	80.9 percent	72.9 percent

Note: Excludes Pedestrian Districts.

Source: Fehr & Peers.

Supporting data for the LOS analysis is provided in Appendix B, Technical Data.





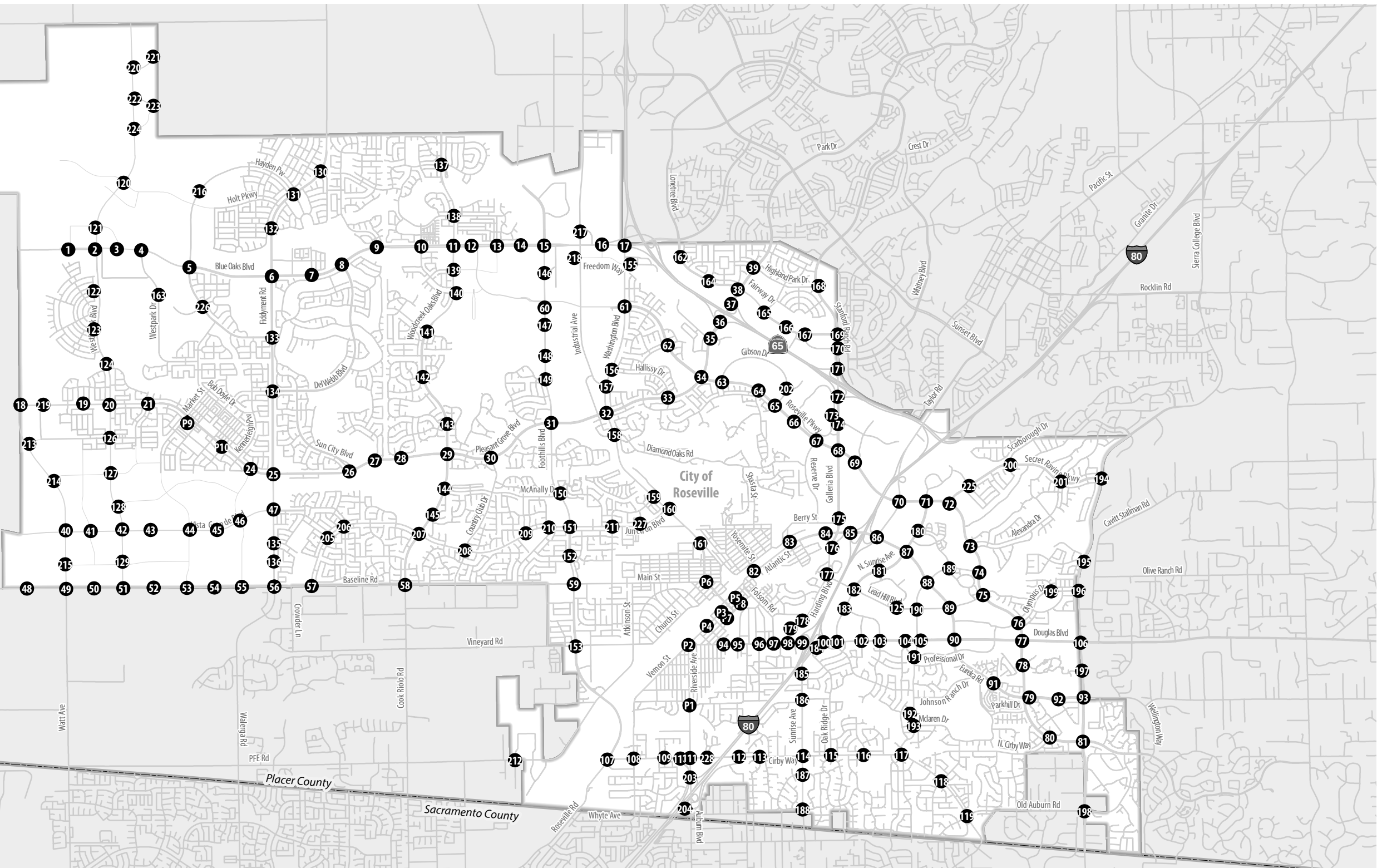
● Existing Signalized Intersections



Figure 1

Existing Signalized Intersections

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● Existing Signalized Intersections



Figure 2
General Plan Buildout Signalized Intersections

Proposed Roseville Housing Element Update

The City has developed proposed changes to the General Plan Housing Element to accommodate its most recent Regional Housing Needs Allocation. To add needed lower income units, City staff has identified multiple potential strategies. The strategies with the greatest unit potential include Commercial Corridors, Infill Intensification, Residential Conversion, and Residential Intensification. The first two strategies focus on the City's developed core while the other two strategies are focused on vacant land, most of which is located on the western side of the City. Using these strategies, City staff has created four alternatives:

1. **Project:** All four options are maximized for a total added capacity of approximately 2,000 units located in both the infill and developing areas of the City. This is the Project for purposes of CEQA, and includes 400 units from the Commercial Corridors, 186 units from Infill Intensification, 600 units from Residential Conversion, and 900 units from Residential Intensification.
2. **Vacant Land Emphasis Alternative:** The vacant land options are emphasized for a total added capacity of 1,500 units. Approximately 500 units from Residential Conversion, 600 units from Residential Intensification, and 400 units from Commercial Corridors.
3. **Infill Land Emphasis Alternative:** The commercial corridor and infill intensification options are emphasized for a total added capacity of 1,500 units. Approximately 400 units from Commercial Corridors, 186 units from Infill Intensification, 464 units from Residential Conversion, and 450 units from Residential Intensification.
4. **Minimized Alternative:** A hybrid option where all four options are selected but the added capacity from each is reduced to achieve the minimum necessary capacity of 1,000 units. Approximately 300 units from the Commercial Corridors, 100 units from Infill Intensification, 300 units from Residential Conversion, and 300 units from Residential Intensification.

Analysis Scenarios

Because some units in each alternative are from conversion of non-low-income multi-family dwelling units in the current General Plan to low income multi-family dwelling unit, the total number of units added to the model relative to the General Plan is less than described above. Additionally, some non-residential land uses were reduced compared to the 2035 model scenario to accommodate the additional dwelling units. These land use changes are summarized in Table 6.



Table 6: Land Use Changes Compared to 2035 General Plan Buildout Conditions, by Scenario

Land use	Units	Project Scenario	Vacant Land Emphasis Scenario	Infill Land Emphasis Scenario	Minimized Scenario
Multi-Family	Dwelling Units	1,624	1,037	1,215	809
Retail	KSF	-49	-49	-49	-49
Office	KSF	-83	-83	-83	0
Industrial	KSF	-81	-81	-81	0
Public/Quasi-Public High	KSF	-97	-97	-97	-97

Note: KSF = thousand square feet
Source: Fehr & Peers.

VMT Analysis

Consistent with the analysis performed for the General Plan Update, a threshold of 15 percent below baseline VMT per resident was used for the analysis of each alternative described above. Baseline VMT per resident as analyzed using the 2020 Existing Conditions model and shown in Table 2 was 15.7 VMT per resident, resulting in a threshold of 13.3 VMT per resident (i.e., 85 percent of 15.7 VMT per resident)

Results of the analysis of home-based production VMT for each scenario are shown in Table 7. As shown in this table, although citywide VMT per resident would be less than existing conditions, and only slightly more than in 2035 General Plan Buildout conditions, none of the scenarios would meet the VMT threshold described above.

Table 7: Home-Based Production VMT per Resident Analysis, by 2035 General Plan Scenario

Measure	General Plan Buildout Scenario	Project Scenario	Vacant Land Emphasis Scenario	Infill Land Emphasis Scenario	Minimized Scenario
Home-Based Production VMT	2,802,000	2,868,100	2,844,900	2,849,000	2,836,600
Residents	190,491	194,258	192,897	193,309	192,368
Home-Based Production VMT per Resident ¹	14.7	14.8	14.7	14.7	14.7

Note: ¹BOLD = Exceeds threshold
Source: Fehr & Peers.

VMT per service population analysis was also performed for informational purposes. The results of this analysis are shown in Table 8. In each scenario, VMT per service population is greater than the 32.5 VMT



per service population calculated for 2020 Existing conditions and slightly lower than the 35.1 VMT per service population calculated for 2035 General Plan Buildout conditions. This small improvement compared to 2035 General Plan Buildout conditions is likely due to a more favorable mix of residents and employees.

Table 8: VMT per Service Population Analysis, by 2035 General Plan Scenario

Measure	General Plan Buildout Scenario	Project Scenario	Vacant Land Emphasis Scenario	Infill Land Emphasis Scenario	Minimized Scenario
Total VMT	9,740,200	9,749,900	9,738,800	9,727,000	9,746,600
Residents	190,491	194,258	192,897	193,309	192,368
Employees	123,405	122,893	122,893	122,893	123,259
Service Population	313,896	317,151	315,789	316,202	315,626
Total VMT per Service Population ¹	35.1	34.9	34.9	34.9	35.0

Note: ¹Service population efficiency metric not directly calculable from total VMT divided by service population.

Source: Fehr & Peers.

Intersection Level of Service

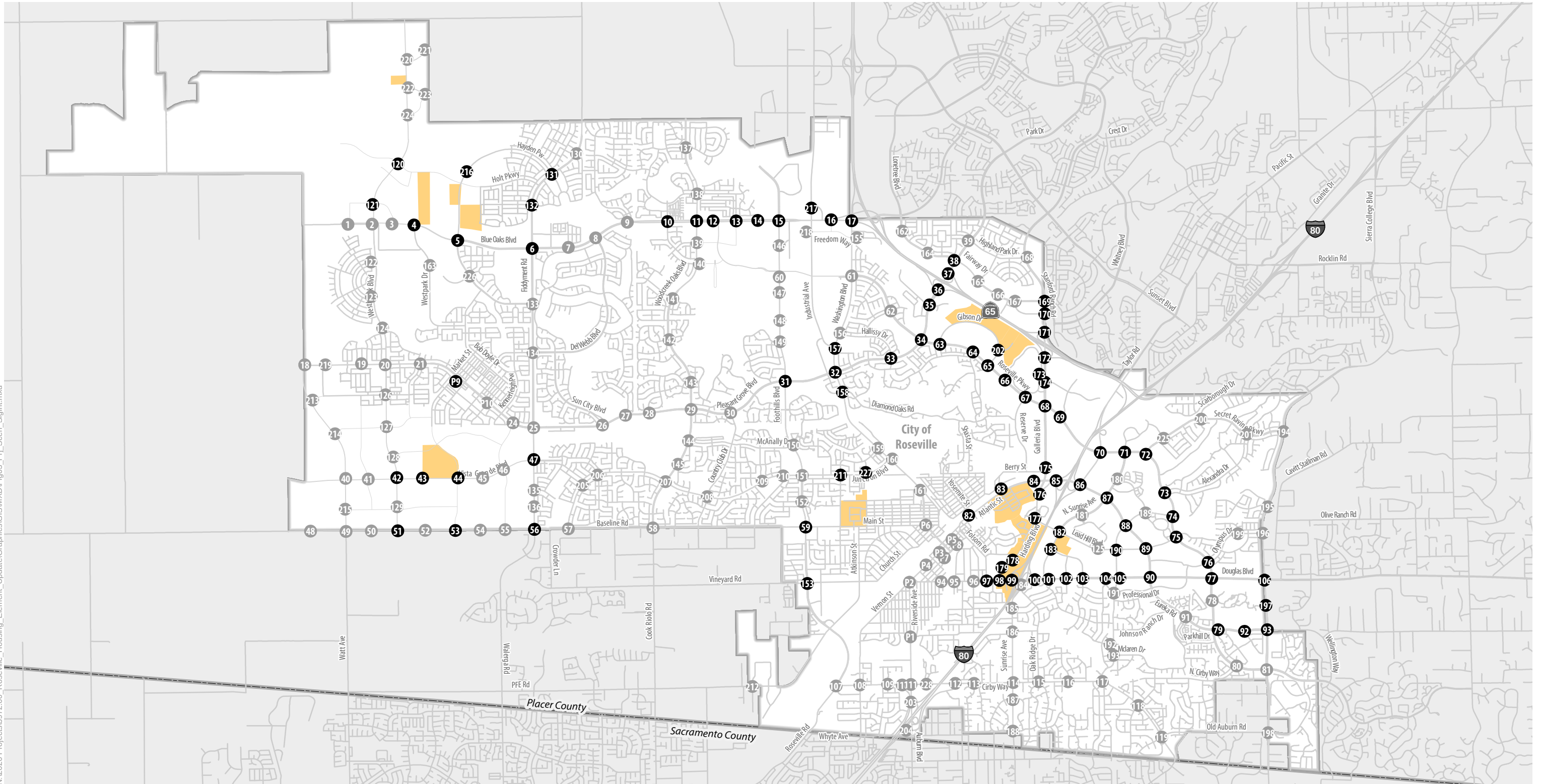
LOS was analyzed for signalized intersections to determine if the proposed Housing Element Update would conflict with the City's General Plan policy of at least 70 percent of signalized intersections (excluding Pedestrian Districts) operating at LOS C or better during the a.m. and p.m. peak hours. Intersections that were likely to have LOS substantially affected by the land use changes were analyzed. These intersections, shown in Figure 3, were identified as follows (a map is included in Appendix B):

- Adjacent to traffic analysis zones (TAZs) that would gain 50 or more new multi-family dwelling units
- At intersections located along roadway segments with 50 or more additional vehicles in the a.m. or p.m. peak hour
- Near the transition between LOS C and D

Table 9 presents the updated summary of Citywide LOS results. As shown, at least 70 percent of intersections would perform at LOS C or better during the a.m. and p.m. peak hours. Though there were some small changes in delay, and a few intersections had different LOS results, there was no change in the number of intersections meeting the City policy as compared to 2035 General Plan conditions as shown in Table 5.



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- Intersections Analyzed
- Intersections Not Analyzed
- TAZ with an Increase of 50 or More Multi-Family Dwelling Units



Figure 3
Project Scenario Signalized Intersections

Table 9: Signalized Intersections Operating at LOS C or Better, Project Scenario

Scenario	A.M. Peak Hour	P.M. Peak Hour
Project	80.9 percent	72.9 percent

Note: Excludes Pedestrian Districts.

Source: Fehr & Peers.

The other three analysis scenarios are subsets of the Project scenario and have fewer additional dwelling units. Because the number of intersections operating at LOS C or better was identical under 2035 General Plan conditions and Project conditions, the Vacant Land Emphasis, Infill Land Emphasis, and Minimized scenarios can be reasonably expected to perform similarly, if not slightly better. Thus, at least 70 percent of intersections in each of these scenarios are also expected to perform at LOS C or better during the a.m. and p.m. peak hours.

Impacts and Mitigation Measures

Impacts of the Housing Element Update were analyzed consistent with the methodology and thresholds of significance used for the recent General Plan Update

Impact TR-1: VMT Per Resident Exceeds the Threshold of 13.3 VMT Per Resident. The VMT generated by buildout of the proposed Housing Element Update to the General Plan is 14.8 VMT per resident under 2035 conditions. This impact is considered **significant**.

Mitigation Measure TR-1: Proposed housing projects that could have a potentially significant VMT impact shall consider reasonable and feasible project modifications and other measures during the project design and environmental review stage of project development that would reduce VMT effects in a manner consistent with state guidance on VMT reduction. The below list of potential measures is not intended to be exhaustive, and not all measures may be feasible, reasonable, or applicable to all projects. The purpose of this list is to identify options for future development proposals, not to constrain projects to this list, or to require that a project examine or include all measures from this list. Potential measures include:

- improve or increase access to transit;
- increase access to common goods and services, such as groceries, schools, and daycare;
- incorporate affordable housing into the project;
- orient the project toward transit, bicycle and pedestrian facilities;
- improve pedestrian or bicycle networks, or transit service;
- provide bicycle parking;
- unbundle parking costs;
- provide car-sharing, bike sharing, and ride-sharing programs;



- provide transit passes;
- providing incentives or subsidies that increase the use of modes other than single-occupancy vehicle;
- locate the project near transit;
- increase project density; and
- increase the mix of uses within the project or within the project's surroundings.

Conclusion: Implementing Mitigation Measure TR-1 will help to reduce VMT, but the City cannot demonstrate definitively at this time that implementation of these policies would achieve VMT reductions to meet the threshold of 13.3 VMT per resident. This impact is **significant**.

Impact TR-2: No Increased Hazards Due to a Design Feature, Incompatible Uses, or Inadequate Emergency Access. The proposed Housing Element update would not increase hazards due to a design feature, incompatible uses, or inadequate emergency access. All projects developed in accordance with the Housing Element update would be constructed according to the City's Design and Construction Standards, which have been created to ensure a safe and reliable multi-modal network. This impact is **less than significant**.

Mitigation Measures: No mitigation is required.

Conclusion: The City's Design and Construction Standards establish appropriate and safe designs, including minimum signal and driveway spacing, sidewalk and pedestrian crossing designs, bicycle lane designs, and other features which ensure that roadway, pedestrian, and bicycle facilities are appropriately designed and constructed and that all roadway/pedestrian/bicycle uses are compatible. The City also maintains standards requiring minimum roadways widths, turnaround areas, and turning radii to ensure that emergency vehicles maintain access during construction and operation. Finally, the City's Construction Standards (Section 12) also provide for and regulate the use of temporary traffic controls at construction sites including signage and flaggers and may also require preparation and implementation of a traffic control plan (at the discretion of the City), for larger projects that require traffic controls over a longer period of time. The proposed Housing Element update would not increase hazards due to a design feature or incompatible uses. This impact is **less than significant**.

Impact TR-3: No Conflict with Adopted Policies, Plans, or Programs Regarding Public Transit, Bicycle, or Pedestrian Facilities, or Create or Exacerbate Disruptions to the Performance or Safety of these Systems. Land use and transportation network changes would not result in conflicts with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities. This impact is **less than significant**.

Mitigation Measures: No mitigation is required.



Conclusion: The proposed Housing Element update does not conflict with adopted policies, plans, or programs for transit, bicycle, or pedestrian facilities nor would it adversely affect performance or safety of such facilities. All new development would be constructed to applicable design standards, including the City's Design and Construction Standards, which have been created to minimize the potential for conflicts or collisions. Implementation of the proposed Housing Element update would not disrupt any existing, or interfere with any planned, transit, bicycle, or pedestrian facilities or services. This impact is **less than significant**.

The Appendices to this study have been excluded due to page length. A copy of the Addendum with the VMT study including appendices is available online at www.roseville.ca.us/environmentaldocuments or www.roseville.ca.us/housingelementupdate on the Documents tab





Addendum Attachment 3

GOALS, POLICIES, AND PROGRAMS

GOALS AND POLICIES
Goal H1.1 Provide decent, safe, <u>inclusive</u> adequate , and affordable housing in sufficient quantities for all economic segments of the community.
Goal H1.2 Ensure that all segments of the Roseville community actively work together to provide affordable housing.
Goal H1.3 Preserve <u>affordability</u> , maintain, and improve Roseville's supply of affordable housing stock.
Goal H1.4 Increase the opportunity for low- and middle-income households to become homeowners, thereby freeing up rental housing for other low-income households.
Goal H1.5 Reduce the overall incidence of homelessness among Roseville individuals and families through regional coordinated and comprehensive housing and supportive services.
Goal H2.1 Work with the development and business communities to provide affordable rental and homeownership opportunities for extremely low-, very low-, low-, and middle-income households.
Goal H2.2 Strive to ensure the affordability of Roseville's housing supply over time.
Goal H2.3 Maximize efforts to meet affordable housing needs by requiring 10% of new housing units be affordable to extremely low-, very low-, low-, and middle-income households.
Goal H2.4 Integrate the community in terms of income levels to avoid <u>overconcentration of</u> lower-income pocket areas <u>households</u> .
Goal H2.5 Encourage the production of rental and owner-occupied high-density, multi-family housing units.
Policy H2.1 The City shall pursue programs that can provide a range of purchase and rental units affordable to all income categories.
Policy H2.2 Efforts to develop affordable units will be focused on multi-family rental units, with an emphasis on units affordable to the lowest income categories.
Policy H2.3 Multi-family rental units provide the most cost efficient way to provide affordable housing opportunities to extremely low-, very low-, and low-income households.
Policy H2.4 The 10% Affordable Housing Goal shall apply to all new residential properties planned for 4+ units. <u>consistent with General Plan Land Use Element Policy LU5.5, which requires 10% of all new housing units to cost no more than 30% of the total monthly income of very low-, low-income, and moderate-income households. The Policy further requires the breakdown of the affordable units will be, at a minimum, 40% for rental to very low- and 40% for rental to low-income households. The remaining 20% may be reserved for moderate-income purchase (which will be priced to be affordable to households earning 95% of the Area Median Income) or may be distributed equally among the rental obligations.</u>
Policy H2.5 The City shall strive to maintain an overall vacancy rate of 5% for both owner and rental housing units.

Policy H2.6 The City shall continue to pursue potential federal, state, and local subsidies for construction of new affordable housing as well as the continued availability of existing affordable housing.
Policy H2.7 The City shall provide direct financial assistance in support of local affordable housing activities <u>when feasible</u> .
Policy H2.8 The City shall encourage the Roseville business and development communities to participate in a community affordable housing goal.
Policy H2.9 Encourage construction of affordable housing units to be intermixed with market-rate units to minimize low-income pocket areas .
Policy H2.10 Encourage developers to incorporate manufactured and second units <u>accessory dwelling units, cohousing, and other flexible housing options</u> into their projects.
Policy H2.11 Promote efficient and cost-effective development types, such as mixed-use projects, and small-lot subdivisions <u>and other medium density housing such as duplexes and townhomes</u> , as a means of achieving housing affordability and carrying out the provisions of the Land Use Element.
Policy H2.11 The City shall work to maintain <u>preserve</u> the affordability of assisted units.
Goal H3 Maintain adequate land within the various land use categories that allows development of housing to meet projected demand for high-density units.
Policy H3.1 Encourage development of mixed-use <u>and infill</u> projects in accordance with goals and policies contained in the Land Use Element.
Policy H3.2 Continue to encourage developers to use manufactured units <u>accessory dwelling units, cohousing, and other flexible housing options</u> in their housing projects <u>as part of the City strategy for maximizing affordability of land development and the availability of housing</u> .
Policy H3.3 Continue to support the use of second units as part of the City strategy for maximizing affordability of land development. <u>Encourage the development of accessory dwelling units, including on existing multi-family sites.</u>
Policy H3.4 Continue to support the use of Voluntary Rezones <u>to encourage and facilitate increased land use density, thereby maximizing the affordability of land development</u> either through increasing <u>the permitted</u> density of <u>properties zoned for residential use</u> current residential zoning or rezoning non-residential parcels <u>to mixed use or high density residential use</u> which will encourage and facilitate higher densities thereby maximizing affordability of land development.
Policy H3.5 Encourage development of higher density residential units by use of mixed use parcels housing overlay zoning <u>within three key commercial corridors with</u> on currently-underutilized infill parcels: <u>the Douglas Boulevard/Harding Boulevard corridor, Douglas Boulevard/Sunrise Avenue corridor, and the Atlantic Street corridor,</u> within the Downtown Specific Plan.
Goal H4.1 Ensure the availability of adequate <u>quality</u> housing opportunities for the elderly, the disabled, large families, female heads of households, and the homeless.
Goal H4.2 Participate in local and regional efforts to provide a network of facilities and resources to aid the special needs populations.
<u>Goal H4.3 Design and implement programs to affirmatively further fair housing and promote housing opportunities throughout the City for protected classes to address significant disparities in housing needs and access identified within the Sacramento Valley Fair Housing Collaborative Analysis of Impediments to Fair Housing Choice.</u>
Policy H4.1 Special housing needs shall be met through direct rental subsidies and below-market construction financing.

Policy H4.2 Continue the City's housing rehabilitation loan and grant programs to assist low-income elderly and disabled households.
Policy H4.3 Encourage construction of 3+ bedroom units in multi-family rental complexes to help meet the housing needs of low-income, large families.
Policy H4.4 Actively facilitate construction of rental units that include <u>child day-care facilities which are affordable to lower-income, female heads of households.</u>
Policy H4.5 Work in conjunction with other Placer County jurisdictions, agencies, and organizations to provide shelter and supportive services for homeless individuals and families.
<u>Policy H4.6 Encourage programs and developments that support inclusive, racially and ethnically diverse, and mixed-income residential communities throughout the City.</u>
<u>Policy H4.7 Support resources and assistance that help individuals who were justice-involved to locate, obtain, and maintain affordable housing.</u>
<u>Policy H4.8 Support programs and services which provide housing discrimination protection.</u>
<u>Policy H4.9 Support programs and measures that increase the affordability and availability of housing for people with disabilities.</u>
Goal H5 Promote affordable housing development through the local government permit process.
Policy H5.1 The City shall continue to explore options to restructure how fees are assessed.
Policy H5.2 The City shall review and modify its Subdivision Improvement Standards, where reasonable, to provide cost savings in the development of residential units while continuing to ensure the public health, safety and welfare.
Policy H5.3 The City shall assign priority to educating the citizens of Roseville regarding <u>recognizes the importance of providing affordable housing to support job growth, and shall prioritize communicating this message to the community.</u>
<u>Policy H5.4 The City shall ensure that its Zoning Ordinance is regularly updated to be in compliance with new legislation.</u>
Policy H8.4 The City shall attempt to implement a Mortgage Revenue Bond Program for both owner-occupied and rental properties.
Goal H6 Continue efforts to encourage energy efficiency in housing construction and maintenance.
Policy H6.1 Roseville Electric shall commit to offering Energy Efficiency and Renewable Energy programs <u>pursue reasonable and cost-effective energy efficiency, conservation, and load management programs that provide benefits to the community.</u>
Policy H6.2 Roseville Electric shall continue to apply energy-efficiency requirements to all residential construction.
Policy H6.3 Roseville Electric shall continue the Electric Rate Assistance Programs for residential customers whose medical status or income qualify.
PROGRAMS
Program 1 Section 8 Housing Choice Vouchers (Federal)
The Section 8 Housing Choice Voucher <u>(HCV)</u> Program is administered by the Roseville Housing Authority <u>(RHA)</u> and provides rental assistance to <u>extremely and</u> very low-income households through direct payments to the property owner. <u>The Housing Authority currently has 785 vouchers which includes separate vouchers for the following special needs groups:</u>

- 75 vouchers for households with a head-of-household or spouse that are non-elderly and disabled (NED)

- 65 vouchers for veteran households that come by referral from the Veterans Affairs Department (VASH)

- 33 vouchers that assist households who have a non-elderly adult with a disability and are transitioning out of institutional and other segregated settings, or are currently homeless or at risk of becoming homeless (Mainstream – new program in 2018)

- 30 vouchers that are attached to specific units at the Main Street Plaza affordable project (Project Based Vouchers – new program in 2020). Of the 30 PBV vouchers:

- 1 is a regular HCV voucher

- 10 are regular vouchers layered with Placer County Mental Health Services Act funding, 3 of which much come from homelessness

- 19 are VASH vouchers

- 50 new Emergency Housing Vouchers for those who are homeless or at risk of homelessness, fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking, recently homeless, or having high risk of housing instability (new program in 2021)

All of the HCV programs listed above support Roseville households that are extremely low-income. The Housing Choice Voucher Rental Assistance Program requires that 75% of new households admitted to the program each year fall under the extremely low-income category. Between 2013 and 2020, RHA issued 525 vouchers to new households. Over the last 8 years, RHA has assisted 49 extremely low-income households per year, at the minimum. The HCV rental assistance program is promoted on the City's website, and through program brochures and through service providers throughout the region.

- **Community Development Block Grant (Federal)**

The City is an entitlement jurisdiction for Community Development Block Grant (CDBG) funds and sets aside a portion of its annual allocation of CDBG funds for the following housing activities:

- **Owner Occupied Housing Rehabilitation Program**

The City began the **Owner Occupied** Housing Rehabilitation Program in 1980. The program is considered a key component in the City's affordable housing strategy as a means of preserving Roseville's housing stock affordable to lower-income households. The program, targeted to low-income **homeowners** households, offers grants to elderly and disabled households **homeowners** and deferred loans to all low-income households for health and safety repairs and home improvements **energy efficient upgrades**. Deferred loans become due and payable upon sale, change of title, or change of use **or 30 years**. Any program income received as a result of a loan payoff is used to fund new loans and grants. The Housing Rehabilitation Program is promoted on the City's website and through the use of program brochures. **Implementation of this program will be directed to disadvantaged geographic areas of the City, where there are overlapping factors such as poverty, overcrowding, cost burden, and poor housing conditions.**

Handyperson Program

The City initiated funding for the Handyperson Program in 1999 as a result of public input, which identified a need for such a program in Roseville. The Handyperson Program provides grants to seniors and disabled homeowners in need of minor home repairs, such as installation of grab bars, repair of minor plumbing leaks, etc. The program is administered by Seniors First. Senior and disabled homeowners may be referred to the Housing Rehabilitation Program for assistance if repairs exceed the scope of the Handyperson Program.

The Handyperson Program is promoted on the City's website, through the use of program brochures, and in the Senior Resource Guide for Placer County.

Paint Program

The City began the Paint Program in 1995, which provides vouchers for exterior paint and materials to assist low-income homeowners and renters with property maintenance. The program is administered by the City's Housing Division and is promoted on the City's website and through program brochures.

- **Home Investment Partnership Program (HOME) (State)**

The City began its participation in the State-administered HOME Program in 1994 for the creation and maintenance of affordable housing. The City utilizes HOME funds for the following programs:

- **Housing Rehabilitation Program**

The CDBG funds are leveraged with HOME funds to provide loans and CDBG grants to low-income homeowners. The Housing Rehabilitation Program is described above.

- **First Time Home Buyer (FTHB) – Down Payment Assistance (DAP) Program**

The City sets aside a portion of its HOME grant for down payment assistance in the form of deferred, shared appreciation loans (second mortgages). The FTHB-DAP Program is targeted to low-income households. The homebuyer must qualify under the City's definition of a first-time home buyer, be able to provide at least a 1% down payment, and have attended a Home Buyer's Seminar. The buyer must also comply with the City's criteria with regard to home selection. **Outreach for this program will be directed to disadvantaged geographic areas of the City, where there are overlapping factors such as poverty, overcrowding, cost burden, and poor housing conditions and where there is a higher proportion of communities of color.**

- **Multi-Family New Construction**

The City also pursues HOME funds for construction of multi-family affordable units. HOME funds are leveraged with other funding sources such as Section 202 funds, Low Income Housing Tax Credits, Tax Exempt Housing Bonds, etc., to provide affordable rental housing targeted to extremely low- and very low-income households.

(Policies H2.1, H2.2, H2.5, H2.6)

Time Frame: Annual Applications, 2013–2021 **2021–2029**

Objectives: To support low income households that need assistance in order to stay housed by issuing a minimum of 65 Housing Choice Vouchers per year, 49 of them to extremely low income households, and assisting 6 low income homeowners per year.

Implementing Agency: Housing Division and Roseville Housing Authority

Funding Source: **HUD**, HOME, CDBG

PROGRAM 2 DENSITY BONUS PROGRAM

The City shall continue to implement its Density Bonus Program to help promote and create affordable housing units. The program provides a property owner the ability to construct more income-producing units within the project that can offset the cost of providing affordable units. The Density Bonus Program is promoted on the City's website, and information is available at the City's Permit Center. The City's Housing Division staff also actively promotes the Density Bonus Program in conjunction with implementation of the 10% Affordable Housing Program.

The City's Density Bonus Program is consistent with State Government Code Section 65915–65918. The Density Bonus Program provides for a minimum 20% to a maximum ~~35~~**50**% density bonus in the maximum number of dwelling units, in addition to incentives and/or concessions. The concessions and/or incentives may include reduction in zoning standards, development standards, design requirements, mixed-use zoning, financial assistance, or any other incentive that would reduce costs of the developer.

A developer may qualify for a density bonus and additional incentives and/or concessions if the developer agrees to construct and maintain a minimum of:

- Five percent (5%) of the units affordable to very low-income households
- Ten percent (10%) of the units affordable to lower-income households
- Ten percent (10%) of the units in a condominium project affordable to moderate-income households
- A senior housing development or mobilehome park that limits residency based on age
- Donates land to the City dedicated for the construction of very low income units
- Includes a qualifying child care facility
- Ten percent (10%) of the units for transitional foster youth, disabled veterans, or homeless persons and dedicated to very low income households
- Twenty percent (20%) of the units for lower income students in a student housing development or
- One hundred percent (100%) of the units dedicated to lower income households, except that up to twenty percent (20%) of the units may be dedicated to moderate income households.

The density bonus is increased on a sliding scale, depending on the type and number of affordable units, up to a maximum ~~35~~**50**% density bonus. The number of concessions/incentives granted by the City also increases based on the number and type of affordable units to be constructed. The developer must enter into an Affordable Housing Agreement to secure the affordable units for a minimum of ~~30~~ **55** years prior to issuance of building permits or prior to final map approval.

(Policies H2.1, H2.2, H2.4)

Time Frame: Ongoing, and at least annually

Objectives: To increase the City's supply of affordable housing.

Implementing Agency: Housing Division and Planning Division

Funding Source: General Fund

PROGRAM 3 ~~SECOND UNIT~~ ACCESSORY DWELLING UNITS ORDINANCE

An **accessory** second dwelling unit (**ADU**) shall be as defined by Government Code Section 65852.2 **as it now exists or may hereafter be amended**, and shall mean an attached or detached residential dwelling unit that provides complete independent living facilities for one (1) or more persons. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the primary dwelling is situated. It also includes an efficiency unit and a manufactured home as defined in the Health and Safety Code. **A junior accessory dwelling unit (JADU) shall be as defined by Government Code Section 65852.22, as it now exists or may hereafter be amended, and currently means a unit that is no more than 500 square feet in**

size and contained entirely within a single-family dwelling. A junior accessory dwelling unit may include separate sanitation facilities, or may share sanitation facilities with the existing structure.

The floor area of the second dwelling unit for an attached unit shall not exceed 30% of the existing dwelling's living area. The floor area of the detached unit shall not exceed 1,200 square feet. Fees associated with the development of the second units are the same as those for new single family units. A second unit is permitted provided it complies with the applicable design and development standards identified in Chapter 19.60 of the Zoning Ordinance.

The City currently supports and promotes the development of second **ADUs and JADUs** units on the City's website and information is available at the City's Permit Center.

(Policies H2.1, H2.2, and H2.9)

Time Frame: Ongoing, **and at least annually**

Objectives: Issue building permits for a minimum of 10 units annually (five times the average rate between 2013 and 2017) for a total of 80 units.

Implementing Agency: Planning Division

Funding Source: General Fund

PROGRAM 4 CONDOMINIUM CONVERSION ORDINANCE

The City shall continue to enforce its Condominium Conversion Ordinance to define those conditions under which the conversion of rental units to condominiums would be permitted. Under the ordinance, conversions cannot occur unless certain criteria are met, including the City's established minimum citywide vacancy rates for multi-family rental housing; a minimum percentage of multi-family rental units citywide; provision for affordable housing requirements and Community Benefit Fee; and tenant protections, including a Tenant Relocation Plan, etc.

If the conversion meets the required criteria, the developer must enter into an Affordable Housing Agreement to secure the affordable units provided as part of the conversion approval.

(Policies H2.1, H2.2, H2.4, and H2.11)

Time Frame: Ongoing, **and at least annually**

Objectives: To support the conversion of rental units to condominiums.

Implementing Agency: Planning Division and Housing Division

Funding Source: General Fund

PROGRAM 5 STREAMLINE PROJECT PROCESSING

To **provide certainty and** facilitate project approval and provide internal support to project applicants **application processing**, the City **publishes processing schedules for all entitlements, provides pre-application review to ensure applications are complete prior to submittal, and provides an online permit system. The online permit system allows applicants to submit an application, pay fees, and process comments and revisions entirely online. The online permit system streamlines development and reduces applicant costs by eliminating the need for printing, travel to City offices, and mailing delays. The City's entitlement processing timelines are included within Table X-37 on page 148.** established the Development Services Director position within the Development Services Department. That position acts as a

liaison between project applicants, the development community, the Chamber of Commerce, and City staff to continually assess the City's existing project processing system and identify short- and long-term areas for improvement of the plan check process.

(Policies H2.1 and H2.2)

Time Frame: Ongoing, as applications are processed.

Objective: Complete 100% of complete applications within the City's adopted schedules.

Implementing Agency: Development Services Department

Funding Source: General Fund

6. REVIEW OF SUBDIVISION IMPROVEMENT STANDARDS AND ZONING ORDINANCES

The City's intent is to ensure current standards represent the best means to achieve housing and other City objectives. The City, through the Public Works and Planning departments, shall continue to review and modify Subdivision Improvement Standards on an annual basis.

Properly developed and updated standards can help reduce the costs of development while balancing basic environmental, health, safety, and welfare needs.

(Policies 1 and 2)

Time Frame: Evaluate of the Zoning Ordinance every 2–5 years.

Implementing Agency: Planning Department

Funding Source: General Fund

PROGRAM 6 SPECIFIC PLAN AREAS (SPA)

The provision of affordable housing is a societal goal, one that should be achieved through the efforts of the entire community. The City shall ensure that Specific Plans are consistent with the goals and policies of the General Plan. The primary purpose of the Specific Plan Area process is to guide the comprehensive urbanization of land use in a mix of residential neighborhoods, schools, parks, open spaces, supporting retail and public facilities, office **employment** uses, and an affordable housing component. The Specific Plan Areas are the first step in implementing programs such as the 10% Affordable Housing Goal **policy**.

The City's General Plan Land Use Element contains a section called Growth Management, which establishes the policy framework the City uses when considering new growth and annexation. Land Use Policy LU8.5 states "The City shall use the specific plan process to ensure a comprehensive, logical growth process for new development areas (e.g. annexations) or any areas where significant land use changes are considered." The City's General Plan establishes that the City does not grow in a piece-meal fashion. Instead, the City considers all annexations or significant land use plans inside the context of a detailed Specific Plan process. Additional Land Use Element policies describe the minimum standards, information, and benchmarks which must be met by new Specific Plans, which includes demonstration of compliance with the City's 10% affordable housing policy.

The City's 10% affordable housing policy has produced over 3,000 units since program inception, which is an average of 100 units per year. Furthermore, over the last decade the City's average overall housing production has been approximately 950 units per year, which means that on average 10% of the City's growth during the prior Housing Element cycle has been affordable housing. The 10% goal is applied within each Specific Plan as well, not just

for the City as a whole. For example, the Stoneridge Specific Plan included capacity for 2,861 total units, 286 units of which were required to be affordable. At the time the Specific Plan was adopted in 1998 the City's policy did not require a 40/40/20 split of very low/low/moderate income units, so the Specific Plan called for a split of 75% very low and low (combined) and 25% moderate income units. The Specific Plan is nearly fully built with a total of 2,745 total units constructed, of which 251 are affordable, with 116 mixed income units remaining, of which 29 are lower income¹. Of the constructed affordable units, 73 were moderate income purchase, 150 were low and very low income rental (for seniors), and 28 were low income purchase.

Compliance with the City's General Plan growth management policies results in a robust and detailed Specific Plan. The City's Specific Plans are divided into large lots, and each of these, if residential, is assigned a specific number of allocated units. This is evident in the City's residential capacity inventory in Table X-29 (page 77), where each Specific Plan includes a list of numbered large lots (e.g. AR-1 for Amoruso Ranch Specific Plan Large Lot 1) and these are assigned a land use designation, zoning designation, density, and specific number of allocated units. In turn, this allows the City's infrastructure planning for roads, drainage, sewer, and water, as well as service planning for parks, schools, fire services, and transit to be extremely robust and detailed. Each plan specifically defines the size and location of infrastructure and services, including lift stations, electric substations, wells, and fire stations. The detailed planning process enables the California Environmental Quality Act (CEQA) process to be likewise detailed and specific, resulting in the ability of future subdivision or multifamily projects consistent with the Specific Plan to use CEQA exemptions.

As part of assigning each large lot a specific unit allocation and density, a new Specific Plan must designate at least 10% of the total units as affordable. The affordable housing section or chapter of each Specific Plan includes a table or list of all large lots with an affordable housing obligation, along with Within each SPA, specific parcels are subject to certain affordable housing requirements. Agreements between the City and developers may include a variety of housing types, including mixed use, wherever applicable to help achieve the 10% Affordable Housing Goal. Specific Plans identify programs to meet the 10% Affordable Housing Goal. The type of units and targeted income categories, and parcel-by-parcel obligations are specified. Strategies, including City and landowner obligations, are described. A provision for the payment of in-lieu fees for affordable housing may be included, if appropriate. The City works with the Specific Plan applicant(s) to ensure an appropriate mix and type of residential and non-residential uses, and to ensure that affordable housing sites are distributed through the planning area in order to avoid the creation of concentrated affluence. The City does not meet its affordable housing policy in a piece-meal or project-by-project fashion; the affordable housing plan is established at the time the Specific Plan is approved. Development Agreements are utilized to secure implementation of the Affordable Housing Program. Additional discussion regarding the City's Specific Plan Areas is provided under the 10% Affordable Housing Goal in the Housing Constraints section of this Housing Element.

(Policies H2.1, H2.2, H2.3, H2.4, H2.8, and H2.10)

Time Frame: Ongoing, as SPAs are approved

Objectives: Ensure affordable units are integrated throughout the SPA and provide 10% of total SPA units as affordable units, consistent with Land Use Element Policy LU5.5.

¹ These affordable units are located on Parcel 17 (4 purchase units), Parcel 54 (69 purchase units), Parcel 21 (150 rental units), and Parcel 23 (28 purchase units), which are distributed through the Specific Plan. The map is located here:
https://www.roseville.ca.us/UserFiles/Servers/Server_7964838/File/Government/Departments/Development%20Services/Planning/Specific%20Plans%20&%20Planning%20Areas/Stoneridge%20Specific%20Plan/Stoneridge%20Tables%20and%20Map.pdf

Implementing Agency: Housing Division and Planning Division

Funding Source: General Fund

PROGRAM 7 PUBLIC/PRIVATE PARTNERSHIPS

The provision of affordable housing is a societal goal, one that should be achieved through the efforts of the entire community. While the Specific Plan Areas program above establishes the process by which affordable housing is scoped and planned within each Specific Plan, the Public/Private Partnerships program ensures the requirement is recorded on each property and defines the responsibilities of the City and property owner. Within each of the adopted Specific Plans, the City has included a provision for a public/private partnership, between developers of housing and the City, to achieve the 10% Affordable Housing Goal. In addition to implementing the Affordable Housing Goal within the Specific Plan, the City also requires the affordable housing plan to be reflected within a Development Agreement. The Development Agreement restates the land use plan, including the units allocated and the affordable housing obligations, but also includes a financing plan. The financing plan uses the detailed infrastructure and service studies to establish the per-unit fees which will be applied to every residential unit or non-residential project. This makes fees predictable and transparent for developers. Roseville has identified the following specific roles in this partnership to provide affordable housing:

City of Roseville

The City shall continue with an aggressive affordable housing program designed to maximize potential funds available through existing federal, state, and local programs. Developers for each of the designated affordable housing parcels are required to provide affordable housing pursuant to the terms of the Specific Plan Development Agreement. The Development Agreement requires a developer to enter into an Affordable Housing Agreement Prior to building permits being issued or recording of the final map, developers are required to enter into an Affordable Housing Development Agreement. The City of Roseville will assist all property owners in obtaining appropriate and available subsidies for construction of the affordable housing obligation. ~~If adequate subsidies are unavailable, the affordable housing goal may be deferred to a later phase of the project to allow time to assemble the necessary financing.~~

Development Community

Developers for each of the designated affordable housing parcels are required to provide affordable housing pursuant to the terms of the Specific Plan Development Agreement.

(Policy H2.7)

Time Frame: Ongoing Roseville Specific Plan Process

Objectives: Ensure affordable units are integrated throughout the SPA and provide 10% of total SPA units as affordable units, consistent with Land Use Element Policy LU5.5.

Implementing Agency: Housing Division and Planning Division

Funding Source: General Fund

PROGRAM 8 AFFORDABLE HOUSING AGREEMENTS

Implementation of the City's Affordable Housing Goal begins with planning of the Specific Plan, is established by the Development Agreement, and then when a developer is ready to pursue construction on a site with an affordable housing obligation, is effectuated by the Affordable Housing Agreement. The City shall require Affordable Housing Agreements for all housing projects subject to affordability requirements. Such agreements shall stipulate: (1) the number of affordable units to be constructed;

(2) the affordable purchase price calculations or rental price; (3) the income group to whom the units will be affordable; and (4) the length of time the units will remain affordable. Maximum rents and purchase prices will be determined based on unit size and occupancy levels as follows:

Unit Size	Household Size
1 Bedroom	1.5 Persons
2 Bedroom	3 Persons
3 Bedrooms	4.5 Persons
4 Bedrooms	6 Persons

~~If adequate subsidies are not available to assist in achieving the 10% Affordable Housing Goal, the goal may be deferred to a future date agreed upon by the property owner and the City. Deferring the goal will give the City an opportunity to assemble the necessary financing.~~

The City shall, on an annual basis, review all Affordable Housing Agreements for compliance with affordability provisions. Any property owner who fails to comply with the requirements of an Affordable Housing Agreement may be found by the City Council to be in default of the agreement.

(Policies H2.1, H2.2, H2.3, H2.7, H2.9, and H2.10)

Time Frame: Ongoing and Annual Monitoring

Objectives: Provide 10% of total SPA units as affordable units, consistent with Land Use Element Policy LU5.5.

Implementing Agency: Housing Division

Funding Source: General Fund

PROGRAM 9 IN-LIEU FEES

The City prefers affordable housing be developed as specified under the 10% Affordable Housing Goal within each of the Specific Plan Areas. The collection of in-lieu fees presents a challenge to the City, since the City does not control or own land to ensure the development of the affordable units. Therefore, the City has not established a formal in-lieu fee program and encourages the development of affordable housing. In-lieu fees may be considered on a case-by-case basis. In all cases where in-lieu fees are considered as an alternative to producing affordable units, Housing Division staff will review the project based on: (1) a good faith effort by the owner to secure and use available subsidies; (2) the type of project and its ability to absorb the affordable units; and (3) the ability to use the in-lieu fees within the same Specific Plan or infill areas. **Projects in areas of high opportunity or in areas at risk of displacement will be prioritized to receive any funds collected.**

Development Agreements shall be the mechanism used to secure implementation of the affordable housing program.

(Policies H2.1, H2.2, and H2.3)

Time Frame: Ongoing, as SPAs are approved.

Objectives: Provide 10% of total SPA units as affordable units, consistent with Land Use Element Policy LU5.5.

Implementing Agency: Housing Division

Funding Source: General Fund

PROGRAM 10 NON-RESIDENTIAL CONSTRUCTION FEE

The City shall consider the establishment of a non-residential construction fee program, **and has initiated a nexus study to review the establishment of a non-residential construction fee** which would levy a fee on non-residential construction to assist in the development and retention of affordable housing. The rationale behind this fee is that new employment is a factor in the need for additional housing. The City expects **will** to review the establishment of a non-residential construction fee by ~~2021~~ 2014-2015, at which time the City will determine if it will pursue a program and, if so, the specifics of the program.

(Policy H2.7)

Time Frame: ~~2021~~ 2014–2015

Objectives: Provide additional funding sources for affordable housing.

Implementing Agency: ~~Housing Division~~ **Development Services Department, Affordable Housing and Planning Administration for nexus study**

Funding Source: General Fund Funds would be generated as part of this program to provide affordable housing.

PROGRAM 11 UNITS AT RISK

As noted, the City does not have any projects at risk of conversion to market rate during the eight year planning period of the Housing Element and subsequent eight year planning period. However, the City has identified the following program for projects at risk of conversion in future years:

On an annual basis, the City will update its list of subsidized rental properties and identify those units at risk of converting to market rate units.

If the City identifies projects with affordable units at risk, the City will contact the owner regarding their interest in selling properties or maintaining the rental units as affordable.

The City will work with property owners to identify and apply for federal, state, and local subsidies to ensure the continued affordability of housing units.

The City will maintain a list of nonprofit agencies interested in acquisition/rehabilitation of at risk units and inform them of the status of such units.

The City will work with nonprofit agencies to identify and apply for federal, state, and local subsidies available to assist with providing funds for the acquisition and rehabilitation of at risk projects.

The City will make available to tenants of projects at risk of conversion, referral and contact information regarding tenant rights and conversion procedures, as well as information regarding other affordable housing opportunities within the city.

PROGRAM 11 PRESERVATION OF AFFORDABLE HOUSING

The City shall designate a Preservation Coordinator who will:

- **On an annual basis, update and analyze the risk of conversion to the highest risk properties.**
- **Register with State HCD as a Qualified Entity to receive notices of properties facing a potential loss of affordability.**

- If the Preservation Coordinator identifies projects with affordable units at risk, the City will contact the owner regarding their interest in selling properties or maintaining the rental units as affordable.
- The City will work with property owners to assist with the provision of the required notifications to tenants, local governments, and Qualified Entities in addition to assisting qualified local nonprofit organizations to register as a Qualified Entity.
- The City will assist with the identification and application for federal, state, and local subsidies to ensure the continued affordability of housing units.
- The City will make available to tenants of projects at risk of conversion, referral and contact information regarding tenant rights and conversion procedures, as well as information regarding other affordable housing opportunities within the City.

(Policy H2.6, H2.11)

Time Frame: ~~Annually monitor.~~ Ongoing, and at least annually

Objectives: To ensure affordable units remain affordable for as long as possible.

Implementing Agency: Housing Division

Funding Source: General Fund

PROGRAM 12 HOUSING SUCCESSOR AGENCY

On 2/22/12 the City became the Housing Successor of the Former Redevelopment Agency and will be working with the Department of Finance, in order to approve 2-3 affordable rental housing projects which were slated for development, using 2006 Housing Bonds in the amount of \$5.5 million. After the expenditure of those funds, there will not be any further assistance for affordable housing development using Low/Moderate Income Housing Fund or bond funds generated through the former Redevelopment Agency's tax increment.

All redevelopment agencies were dissolved in California effective February 1, 2012. The City of Roseville elected to function as the successor to the former Redevelopment Agency ("Successor Agency") and to form a Housing Successor to serve as the governing body for the former agency's low and moderate income housing assets. Housing Successors receive the non-cash housing assets of the former Redevelopment Agencies and are charged with monitoring and maintaining existing low-and moderate income housing assets and meeting outstanding requirements for former redevelopment agencies.

Beginning in 2015, agreements were made to spend the remaining \$5.9 million in bond proceeds on an affordable housing development constructed by Mercy Housing. That project was completed in 2018 and the total distributed to Mercy in the form of a loan was \$5.76 million. After the expenditure of those funds, there are no longer any significant funding sources available.

The Housing Successor receives 20% of loan repayment revenues, approximately \$240,000 annually, until all loans are paid back, which is projected to be 2036. As of October 2020 there are current projects, planned for yet unencumbered, totaling approximately \$1.2 million. The Housing Successor may spend up to \$250,000 for Homeless Prevention and Rapid Rehousing (HPRR) each year, the maximum allowed in the law. The City will annually track the demographics of the people benefiting from these funds to ensure they are equitably distributed, and make adjustments to funding if they are not; this assessment shall use the best available data, including updated Census, ACS, Point in Time counts, and other data. Going forward the fund's revenues will be only from loan payment funds. Surplus funds may provide small gap funding for future affordable development projects. Projects in

areas of high opportunity or in areas at risk of displacement will be prioritized to receive any funds collected.

Time Frame: ~~2021–2029~~ 2013–2021, or until the \$5.5 million is expended.

Objectives: Gap financing for future developments and Homeless Prevention and Rapid Rehousing Program

Implementing Agency: Housing Division

Funding Source: City loan payoffs ~~Housing Bonds~~

PROGRAM 13 RESIDENTIAL CAPACITY MONITORING (NO NET LOSS) ~~MONITOR THE CITY'S LAND INVENTORY~~

The City will continuously monitor the development of all sites identified in the adequate sites inventory, to ensure the minimum Regional Housing Needs Allocation for each income category is met at all times. The City will use an evaluation and tracking procedure pursuant to Government Code Section 65863. The City will track all instances where a site identified in the City's adequate sites inventory is developed with greater or fewer units (at the specified income level) than had been identified in the inventory. If a project is proposed which would reduce the City's capacity in any income category below the amount allocated by the City's Regional Housing Needs Assessment, the City will identify and, if necessary, rezone within six months sufficient sites to offset the shortfall and ensure no net loss in capacity. The City will annually review its land inventory to ensure there is enough vacant residential land in the city to meet its RHNA allocation.

(Goal H3)

Time Frame: ~~Annually~~ Ongoing as applications are received, and at least monthly.

Objectives: Evaluate 100% of residential applications for RHNA consistency.

Implementing Agency: Planning Division and ~~Housing Division~~

Funding Source: General Fund

Downtown Specific Plan

The City will implement the Downtown Specific Plan focusing on infill development, revitalization of older neighborhoods and commercial corridors, as well as encouraging the development of mixed use and high density residential units. The City offers various programs in the Downtown Specific Plan, which encourage and facilitate the development of high density and mixed use housing.

Time Frame: Ongoing

Implementing Agency: Housing Division

Funding Source: General Fund

PROGRAM 14 REZONE PROGRAM FOR ADEQUATE SITES

The City has been allocated a RHNA of 12,066 total units, of which 6,178 units must be lower income (a combination of low and very low income). As of the writing of this Housing Element, the City has insufficient units to meet the lower income RHNA, and has therefore committed to providing adequate sites through a rezone program consisting of the below. Each strategy describes two figures: the total capacity and the realistic capacity. The total capacity describes the total number of units which could result from full implementation of the strategy. The realistic capacity is a smaller number of units and represents the units the rezone program could realistically achieve within the 8-year planning period. The

rezone program has generally been designed to operate as a menu, identifying a broad array of sites which could accommodate units from which to select in order to achieve the RHNA obligation.

1. Commercial Corridors: The City has identified three commercial corridors for revitalization. The Douglas Boulevard/Harding Boulevard Corridor includes a mix of single-family residential properties, single-family residences which have been converted to businesses, aging hotels, and many older commercial properties with large, minimally improved parking fields. The Douglas Boulevard/Sunrise Avenue Corridor includes a mix of land uses, including commercial businesses and business professional offices with large, minimally improved parking fields and single-family homes, duplexes, and apartments. The Atlantic Street Corridor includes a mix of uses along the street frontage, with residential uses to the rear; many of the residential properties contain more than one housing unit, or room for additional units. The Commercial Corridors strategy will consist of the preparation of Specific Plans for each corridor, the establishment of mixed-use land use and zoning designations to provide more opportunities for redevelopment and reuse, more flexible zoning and development standards, and streamlined approval processes. The City anticipates adding capacity for a minimum of 400 lower income residential units, which represents both the total and realistic capacity. See Appendix E for details.
2. Infill Intensification: The central core of Roseville where development occurred prior to the 1980s is known as the City's "Infill Area," and is approximately 8,500 acres. This older area of the City is not within a Specific Plan, and much of the development occurred prior to the adoption of the City's General Plan or Zoning regulations. Consequently, inconsistencies between a property's land use and zoning designations are relatively common, and the land use designation density typically reflects the built conditions rather than planned future conditions. These factors have presented regulatory barriers to development and redevelopment. The City would amend the land use and zoning designation of selected properties in the Infill Area, to remedy inconsistencies between land use and zoning and to increase the permitted residential densities. This program has the potential to add capacity for 832 units at all levels of affordability. The realistic capacity of this program is 186 units, based on the assumption that vacant or significantly underutilized sites are most likely to develop. See Appendix E for details. This program will include a replacement program, to ensure that if units are demolished and replaced the residents are not displaced and at least as many homes are rebuilt as were removed.
3. Opportunity Sites: Staff examined vacant sites throughout the City to find properties with the potential to be converted to a high density residential land use designation. After screening out sites due to the presence of approved entitlements, Development Agreements, or significant environmental constraints (floodplain, wetland preserves, etc), the City has identified potential sites for evaluation as part of this rezone program. Additional sites may be identified as the City develops this option and sites on this list may be removed due to constraints. The current list of sites has the potential to add a total capacity of 1,350 lower income (high density) residential units. The realistic capacity of this strategy is 600 lower income (high density) units. See Appendix E for details.
4. Vacant Sites—Residential Intensification: The western areas of the City include multiple vacant sites with High Density Residential land uses at densities below 25 units per acre. Increasing the land use density of these sites to 30 units per acre would yield additional units. As part of this strategy the City would develop and adopt a Land Use Amendment Policy requiring all Specific Plan Amendment projects involving land use changes to also amend the land use of High Density Residential sites the applicant/property owner controls to between 25 and 30 units to the acre. If all of the sites were amended to 30 units per acre the total capacity is 1,880 high density units. However, the realistic capacity is 900 units. See Appendix E for details.

The above rezone program has a realistic capacity of 2,086 lower income (high density) units. In adopting this program the City is approving a menu of strategies which may be pursued, and providing evidence

for the realistic capacity which could be added by each. In implementing the rezone program, the City may choose to implement one, all, or portions of these, based on need and to the extent necessary to ensure the City achieves the minimum required RHNA capacity, which currently requires the addition of 1,718 lower income units. The City's rezone program, in combination with other programs, shall result in the City's achievement and maintenance of the minimum required capacity of 6,178 lower income units. As stated in Housing Element Program 15, the City's adopted Zoning Ordinance permits ministerial (by-right) development of multifamily projects where at least 20% of the sites are affordable to lower income households. All of the sites identified in the City's rezone program shall be zoned with a minimum density of at least 20 units per acre, and more than 50% shall be accommodated on sites designated for residential use and for which nonresidential uses or mixed uses are not permitted.

(Policy H3.2, H3.4, H3.5)

Time Frame: 2024

Objectives: Achieve a minimum lower income capacity of 6,178 units by 2024.

Implementing Agency: Planning Division

Funding Source: General Fund/Grant Funding

PROGRAM 15 AFFORDABLE HOUSING STREAMLINING

The City has a ministerial approval process for affordable housing projects which meet specified criteria. The streamlined approval process is an opt-in program for developers who must request streamlined ministerial approval at the time of application to the City. To qualify, the developer must agree to enter into an affordable housing agreement with the City ensuring a minimum of 20% of the units will be affordable to low, very low, or extremely low income households. A qualifying project may opt to be reviewed for conformity with the City's Objective Design Standards through the ministerial Building Permit process in lieu of the City's discretionary Design Review Permit process. The Objective Design Standards are available on the City's Planning Division website. The City's discretionary Design Review Permit process is required for any developer seeking exceptions, variances, or modifications to objective zoning or objective design standards, excluding modifications granted as part of a density bonus concession, incentive, parking reduction, or waiver of development standards pursuant to Density Bonus Law or the City's density bonus program. The program applies citywide to all affordable housing projects meeting the affordability requirement, including to sites which have been included in the inventory for more than one Housing Element cycle.

(Policy H3.1)

Time Frame: Ongoing as applications are received, and at least annually.

Objectives: To streamline the approval of affordable housing projects by providing a ministerial approval process, thereby shortening timeframes by an average of three to five months and fees by \$8,000 or more.

Implementing Agency: Housing Division and Planning Division

Funding Source: General Fund

PROGRAM 16 PRIORITIZE AFFORDABLE HOUSING

The City will prioritize the timely and efficient processing of affordable housing projects through various means, including via the City's ministerial approval process, prioritizing utility services for affordable projects, and providing support and assistance in securing grants and other financial subsidies. The City will also develop a phasing program for affordable housing sites, which will include streamlined

processes for lot line adjustments, parcel maps, and similar entitlements which may be necessary to support construction and financing of affordable housing. At minimum, the phasing program will provide for ministerial processing of lot line adjustments, voluntary mergers, and parcel maps. The City will also investigate the development of fee reductions for affordable housing projects. The City will annually track the use of Program 16 to determine its effectiveness, which will be evaluated based on the percent of affordable housing projects using the program, as well as the percent of large site property owners/developers using the program. The City will annually meet with affordable housing developers to discuss constraints to the production of affordable housing, and based on this feedback, commits to implementing program improvements to ensure the City meets its goal of 100% of affordable housing projects using the program.

(Policy H3.1)

Time Frame: 2024 and ongoing

Objectives: To facilitate and incentivize the construction of affordable housing. The goal is for 100% of affordable housing projects to leverage this program.

Implementing Agency: Housing Division and Planning Division

Funding Source: General Fund

PROGRAM 17 HOUSING REPLACEMENT PROGRAM

Sites that have residential uses, or which had residential uses that were vacated or demolished anytime within the prior five years, shall be subject to this replacement program if any of the units were subject to an affordable housing agreement (or other affordability requirement pursuant to Government Code Section 65583.2). Development proposals on such sites shall maintain all affordable units at the same or lower income level, or shall be contingent on the replacement of all lost affordable units, at the same or lower income level.

(Policy H3.1)

Time Frame: Ongoing, as applications are received.

Objectives: To ensure conservation and replacement of affordable units.

Implementing Agency: Housing Division and Planning Division

Funding Source: General Fund

PROGRAM 18 ACCESSORY DWELLING UNIT OUTREACH PROGRAM

The City will develop an accessory dwelling unit outreach program targeting existing multifamily sites, to help educate the owners of multifamily properties about the use of accessory dwelling units as a means to add units on multifamily sites without the need for additional entitlements. The program is intended to promote and create affordable housing units. The program will be promoted on the City's website and information will be available at the City's Permit Center. The City's Housing Division staff will also actively promote the program in conjunction with implementation of the 10% Affordable Housing Program and other Housing programs.

(Policy H3.2, H3.3)

Time Frame: 2022

Objectives: Ensure 100% of multifamily property owners who contact the City receive information on accessory dwelling units.

Implementing Agency: Planning Division and Housing Division

Funding Source: General Fund

PROGRAM 19 FEDERAL AND STATE PROGRAMS

The City shall pursue the following state and federal sources that will assist the City in addressing the housing and supportive needs of special needs populations. **The City shall meet a minimum of once annually with affordable housing developers to discuss barriers to the production of affordable housing, with a particular emphasis on the production of extremely low income housing and housing for special needs groups. Consistent with this program and other housing programs (such as Program 8, 9, 10, 12, and 16) the City shall prioritize, incentivize, and facilitate the construction of housing for extremely low income and special needs households, including by using financial resources to provide gap funding.**

Section 8 Housing Choice Voucher Program (Federal)

The Department of Housing and Urban Development (HUD) provides funding for rental subsidy payments for households earning 50% or less of the area median income. **Special vouchers have also been made available for veterans, called Veterans Administration Supportive Housing (VASH), as well as Mainstream Vouchers which serve those with mental illness and are homeless or near homelessness. The HCV is programs serve households who are extremely low income and/or disabled and is are** administered by the Roseville Housing Authority. **The Roseville Housing Authority (RHA) shall provide Housing Choice Vouchers (HCVs) to very low- and extremely low-income households in order to provide affordable housing options to those most in need; 75% of new households receiving vouchers shall be extremely low income. RHA shall offer Small Area Fair Market Rents and provide landlord education on the benefits of participating in the program. RHA shall also consider implementing a Landlord Incentive Program based on available federal funding and other best practices to incentivize new landlords to participate in the program. RHA will provide outreach materials to multifamily property owners and managers in areas of high opportunity on the benefits of accepting HCVs and will work to increase the number of properties accepting HCVs in high opportunity areas.**

Section 202 (Federal)

HUD provides long-term, direct loans to private, non-profit sponsors to finance new construction of elderly and disabled housing affordable to households earning 50% or less of the median income. The City will support applications by non-profit housing developers for Section 202 funding.

HOME Investment Partnership Program (State)

The Housing Division utilizes State-administered federal HOME funds for the First Time Homebuyer Program, which provides down payment assistance to low-income first time homebuyers. The City's First Time Home Buyer Down Payment Assistance Program allows displaced homemakers to qualify as first time home buyers. The City also uses HOME funds to leverage Community Development Block Grant funds for the Housing Rehabilitation Program described below. The City will pursue HOME funds for financing of affordable multi-family rental projects targeted to special needs groups such as seniors **and those with disabilities.**

Community Development Block Grant (CDBG) (Federal)

The City will continue to set aside CDBG funds for the following programs that address the needs of special needs populations, including elderly, disabled, and homeless individuals and families.

Housing Rehabilitation Program

Deferred loans up to \$100,000 are available to low-income homeowners for health and safety repairs and general home improvements. Elderly and disabled homeowners can also receive a \$5,000 grant for health and safety repairs. **Outreach for this program will be directed to disadvantaged geographic areas of the City, where there are overlapping factors such as poverty, overcrowding, cost burden, and poor housing conditions and where there is a higher proportion of communities of color based on the most current census data.** Roseville Handyperson Program

The Roseville Handyperson Program provides grants to elderly and disabled homeowners for minor home repairs and handicapped accessible improvements.

Public Service Funds

The City has made CDBG Public Service funds available to non-profit agencies and organizations that provide supportive services to special needs populations. The City will continue to consider applications for funding for special needs activities under the Public Service category during the Annual Action Plan process.

(Policies H4.1, H4.2, H4.3, H4.4 and H4.5)

Time Frame: Ongoing, as funding is available, **and at least annually.**

Objectives: Effectively implement federal and state programs and leverage funding opportunities, increase the number of participating properties in high resource areas of the City, and obtain funding for affordable housing projects serving special needs populations.

Implementing Agency: Housing Division

Funding Source: Housing Choice Voucher, CDBG, HOME, Section 202

PROGRAM 20 HOMELESS PREVENTION AND RAPID REHOUSING PROGRAM ~~LOCAL PROGRAMS~~

The City shall continue to utilize and encourage service providers who assist special needs populations to use the following local financing programs to address the needs of special needs populations:

Homeless Voucher Program

The City Council has approved Roseville Homeless Prevention Rapid Rehousing (HPRR) funds consisting of Permanent Local Housing Allocation funds and up to \$250,000 in Low and Moderate Income Funds to assist Roseville homeless and those about to be homeless with grants for payment of past due rent, security deposits, first month's rent, past due utility bills, and emergency motel vouchers. Non-profits apply for program funds annually. On average, the HPRR program serves the community by providing over 37,000 bed nights for the homeless annually, providing rental assistance to maintain permanent housing for approximately 500 households, placing 50 individuals into transitional or treatment facilities, and permanently housing 15 people from homelessness per year. The City will annually track the demographics of the people benefiting from these funds to ensure they are equitably distributed, and make adjustments to funding if they are not. The City Council has approved Roseville General Funds to assist homeless persons in Roseville and those about to be homeless with grants up to \$1,500 for payment of past due rent, security deposits, first month's rent, past due utility bills, and emergency motel vouchers. The Salvation Army administers the program and provides dollar for dollar matching funds. The program is promoted by the Salvation Army and by referrals from local nonprofit organizations and/or advocates for the homeless.

(Policy H4.5)

Time Frame: Ongoing, as funding is available, **and at least annually.**

Objectives: Fund non-profits to implement homeless prevention and rapid rehousing programs such as rent, utilities and deposit payments, homeless hotel vouchers, and ready-to-rent programs.

Implementing Agency: Housing Division & Non-profits that apply for funding, City Manager, City Council

Funding Source: General Fund, Citizens' Benefit Fund, and REACH Fund **Permanent Local Housing Allocation and Low and Moderate Income Fund**

PROGRAM 21 ROSEVILLE COMMUNITY GRANT FUNDS

Roseville Community Grant Funds

The City has established the following community grants. The Grants Advisory Commission reviews grant applications and makes grant recommendations on an annual basis to the City Council **for the following community grants:**

Citizens' Benefit Fund

The Citizens' Benefit was established in 1993 following the sale of the City-owned Roseville Hospital. The proceeds were invested and a portion of the interest earned each year is made available for grants with the purpose of improving the quality of life for the citizens of Roseville. Public agencies, schools and non-profit 501(c)3 or 501(c)4 are eligible to apply.

The Citizens' Benefit Fund utilizes interest payments on funds received from the sale of the City-owned Roseville Community Hospital to provide grants of up to \$30,000 to public agencies, schools, and nonprofit organizations serving citizens of Roseville are eligible to apply "to improve the quality of life for the citizens of Roseville."

REACH Fund

The Roseville Employees Annual Charitable Hearts Fund (REACH) is a community giving fund created through the generosity of Roseville employees and retirees. These employee-donated funds are dispersed to local charitable organizations that serve youth, seniors and families in the South Placer County region.

The REACH Fund utilizes contributions by Roseville City employees, retirees, and businesses to provide grants up to \$7,500 to public agencies, schools, and nonprofit organizations that assist youth, families, or seniors in Placer County.

(Policy H4.5)

Time Frame: Ongoing, as funding is available, and at least annually

Objectives: Provide funding to public agencies and non-profits for programs that benefit and support the Roseville community.

Implementing Agency: Housing Division, City Manager, City Council

Funding Source: Citizens' Benefit Trust, and REACH Fund

PROGRAM 22 ADDRESS SIGNIFICANT DISPARITIES AND INCREASE OPPORTUNITIES

To Achieve Getting People and Families off the Street, the City will:

- **Create opportunities for development of permanent supportive housing for people experiencing homelessness, including families, by identifying sites and properties and prioritize local funding**

and incentives for that use. Current activities include consideration of a Project Homekey development which would create new permanent supportive housing units for people experiencing homelessness.

- Create and fund rehousing plans to move people from emergency COVID sheltering to permanent affordable housing, and in the future, respond similarly to major health or housing displacement emergencies. In its COVID response, the City has partnered with Placer County on a COVID rehousing program.

To Achieve Keeping People in their Homes, the City will:

- Provide Rental Assistance: fund rental assistance and work with tenants, nonprofit housing providers, advocates and the state to find solutions on rent that keeps tenants out of debt, prevents displacement, and sustains financial security of nonprofit housing providers. City's CDBG-CV3 funds are supporting a COVID rental assistance program. The City is partnering with Placer County on rental assistance for low-income households who are facing hardships due to the COVID-19 pandemic.
- Continue and adopt policies to prevent displacement including strategies to protect senior and low-income homeowners such as targeting home repair programs and no-net loss policies for existing affordable housing and condo conversion ordinances. The City will continue its income-qualified Owner-Occupied Housing Rehabilitation deferred loan and grant program. Applications and outreach materials are posted in English and Spanish. The City will direct implementation of these policies and programs into geographic areas of the community at greatest sensitivity or risk of displacement.

To Increase and Preserve the Affordable Housing Supply, the City will:

- Undertake all preservation programs outlined in the preservation section of the HE which includes continuing to annually monitor and support preservation of existing regulated affordable homes at risk of converting to market rates. The City currently monitors such developments and will enhance its program by naming a Preservation Coordinator.
- Provide outreach on targeted first-time homebuyer programs in neighborhoods that have suffered from historic disinvestment to increase awareness and access to such programs like HUD Section 8 Homebuyer assistance. Outreach will be in English and Spanish.
- Strengthen its local housing trust fund with local revenue sources. Currently the City's revenue sources include in lieu fees and pay offs from affordable purchase loans. Actions to include re-applying for state Local Housing Trust Fund (LHTF) Program as they are released.

Metrics: Number of households assisted with rental assistance; owner occupied rehab; number of permanent supportive housing projects the City explores.

(Policy H4.10)

Time Frame: Ongoing, and at least annually

Objectives: To ensure that direct and indirect government activities and influence is equitable and supports access to housing opportunists for all groups. Metrics for success include 700 low, very low and extremely low income households assisted with rental assistance; 15 owner-occupied rehab projects (based on current funding levels) within a disadvantaged community area or area at risk of displacement; at least 1 permanent supportive housing project explored annually.

Implementing Agency: Housing Division

Funding Source: Community Development Block Grant, General Fund

PROGRAM 23 HOMELESS OUTREACH

The Roseville Police Department uses a Social Services Unit consisting of two full-time Problem-Oriented Policing Officers and two Homeless Outreach Workers from Placer County Health and Human Services to link homeless individuals to services throughout the County and to build trust with unsheltered individuals, particularly among communities where distrust is widespread and acts as a barrier to accessing services.

(Policy H4.5)

Time Frame: Ongoing, and at least annually

Objectives: Contact 50 high-risk community members per month.

Implementing Agency: Roseville Police Department Social Services Unit

Funding Source: Community Development Block Grant, Downtown Roseville Partnership, General Fund

PROGRAM 24 FAMILY MOBILE TEAM

The Roseville Police Department collaborates with Placer County Mental Health on a Family Mobile Team unit, which responds to family crisis situations and calls from minors in dangerous situations, to connect these individuals to support and services to avoid these situations from resulting in homelessness.

(Policy H4.5)

Time Frame: Ongoing, and at least annually

Objectives: A minimum of 350 interactions annually.

Implementing Agency: Roseville Police Department Social Services Unit

Funding Source: Community Development Block Grant, Downtown Roseville Partnership, General Fund

PROGRAM 25 FAMILY REUNIFICATION PROGRAM

The City will implement a Family Connect and Reunification Program to assist those experiencing homelessness to be reconnected with family and friends who can help support the individual, including by providing transportation to the friend or family member.

(Policy H4.5)

Time Frame: Ongoing, and at least annually.

Objectives: Reunification of 20 individuals experiencing homelessness

Implementing Agency: Roseville Police Department Social Services Unit

Funding Source: Grant program or other funding

PROGRAM 26 REGIONAL HOUSING PROGRAMS

When feasible, the City will address affordable housing issues on a regional basis.

Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act Funds

The City's Housing Division will continue to participate in the Placer Consortium on Homelessness (PCOH) with other jurisdictions, local organizations, and service providers to establish and promote a network of facilities and resources to assist the homeless population and other special needs populations. The City will continue to participate in the preparation of the Placer County Continuum of Care annual application for Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act funds.

(Policy H4.5)

Time Frame: Annually

Objectives: Participate in regional approaches to affordable housing.

Implementing Agency: Housing Division

Funding Source: Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act funds (Federal)

PROGRAM 27 FAIR HOUSING AND HOUSING DISCRIMINATION LEGAL SERVICES

In 2019, the City completed a regional effort that updated the 2000 Analysis of Impediments to Fair Housing Choice (AI) pursuant to the 2015 AFFH Final Rule. Relevant sections are incorporated into the Housing Element.

The City shall continue to actively participate in the ongoing region-wide collaborative effort to improve fair housing choice and affirmatively further fair housing.

The City's 19 fair housing indicators for zoning codes analysis for ideal outcomes to prevent fair housing barriers included in the AI based on a checklist developed by the Region IX HUD office found that all of the 19 indicators supported fair housing and that none of the City's zoning codes create barriers to fair housing or impact housing choice. The City will work to ensure that it does not create barriers in its future actions to fair housing or impact housing choice by:

- **Regularly complete analysis of the characteristics of the beneficiaries of housing and service programs relative to the income-adjusted resident population**
- **Require that developers receiving public subsidies (monetary or in the form of density bonuses and fast track review) use affirmative fair housing marketing practices**
- **Monitor how public sector investments can contribute to economic changes in neighborhoods, possibly accelerating displacement of low-income residents**
- **Conduct robust and meaningful public engagement activities and events when considering adoption of policies to ensure all voices in the community are heard.**
- **In making planning decisions, be aware of how the built environment communicates inclusiveness or exclusiveness to different types of residents**

- Holding monthly housing meetings for non-profit organizations and local stakeholders, including the Latino Leadership Council, to share regional resources and ensure equitable distribution of resources.
- Encourage and support affordable housing across the City in all neighborhoods, with a focus on areas of high opportunity.

The City will continue to provide assistance regarding equal housing opportunities through its Housing Division and Housing Authority in addition to funding a program which will provide the services of legal counsel to persons experiencing housing discrimination.

The City of Roseville will continue its collaborative Housing Education Campaign to provide fair housing counseling workshops and one-on-one counseling for Roseville residents, landlords/property owners, and tenants, with counseling provided by Project Sentinel or similar HUD qualified fair housing provider, through the City's Fair Housing Education Program. Under contract with the City, fair housing provider will also offer fair housing workshops, respond to inquiries and provide wide-ranging fair housing information. Its website is a rich resource with information in six languages.

In addition to the provision of workshops and one-on-one counseling, the City's website includes fair housing information and referral service data with links to other Fair Housing resources.

(Policies H4.6, H4.7, H4.8)

Time Frame: Ongoing, and at least annually.

Objectives: To ensure residents are informed of their housing rights and are provided with support on fair housing issues, and that City actions do not create barriers to fair housing or impact choice. Annually, 50 responses to inquiries; at least 1 Fair Housing Workshop; Adequate annual funding, \$12,000 for 2022, future years amount responsive to resources/needs.

Implementing Agency: Housing Division and Roseville Housing Authority

Funding Source: Housing Choice Voucher Rental Assistance, Community Development Block Grant Funding, City's Low- and Moderate-Income Fund, General Fund

PROGRAM 26 FAIR HOUSING

The City will continue to provide assistance regarding equal housing opportunities through its Housing Division and Housing Authority.

The City of Roseville will continue its collaborative Housing Education Campaign to provide fair housing counseling workshops and one-on-one counseling for Roseville residents, landlords/property owners, and tenants, with counseling provided by Legal Services of Northern California through the City's Fair Housing Education Program.

In addition to the provision of workshops and one-on-one counseling, the City's website includes fair housing information and referral service data with links to other Fair housing resources.

Time Frame: Ongoing

Implementing Agency: Housing Division and Roseville Housing Authority

Funding Source: General Fund

PROGRAM 28 SUPPORT FOR HOUSING FOR PERSONS WITH DEVELOPMENTAL DISABILITIES

Work with the Alta California Regional center to implement an outreach program that informs families and housing developers within the City on housing and services available for persons with developmental disabilities. The program could include the development of an informational brochure, including information on services on the City's website. The City will also revise the Zoning Ordinance to require an Administrative Permit for large Community Care homes (7 to 12 persons) instead of a Use Permit. Standards for approval of an Administrative Permit for large Community Care homes will be developed, to facilitate objectivity and certainty in review.

(Policies H4.1, H4.8, H4.9)

Time Frame: Ongoing, and at least annually

Objectives: To ensure residents are informed of housing options for persons with developmental disabilities

Implementing Agency: Housing Division

Funding Source: General Fund

PROGRAM 29 ALLOW SHARED HOUSING UNDER HOUSING CHOICE VOUCHER FOR PERSONS WITH DISABILITIES

Continue Roseville Housing Authority's policy to allow Shared Housing to enable persons with disabilities to use their voucher in housing that is shared with non-related persons. The rent and rental subsidy for these households is based on the use of one bedroom (or two if a live-in aide is required). The HCV rental assistance Shared Housing option does not factor in the income of the other household members who may be providing an increased level of independence for the disabled HCV participant.

RHA has operated this policy for more than 20 years and a number of developmentally disabled individuals have made use of the Shared Housing option. The program has received positive feedback from the participants, their families and landlords on the benefit of this provision.

(Policies H4.1, H4.9)

Time Frame: Ongoing, and at least annually

Objectives: To provide rental assistance for residents with disabilities

Implementing Agency: Roseville Housing Authority

Funding Source: Housing Choice Voucher Rental Assistance

PROGRAM 30 PROCESS AND FEE STRUCTURE REVIEW

Permit Process – To expedite project facilitation and provide internal support to project applicants, the City established the Development Advisory Committee ~~Economic Development Advisory Committee~~ to **advise and assist the City Council in creating a community environment conducive to existing businesses, attracting new businesses, and promoting tourism.** In order to expedite project facilitation and provide internal support to project applicants, the Economic Development Advisory Committee also functions as a liaison, building relationships between the City, the development community, and business owners. The Committee provides input into delivery of development services, cost of services, construction standards, development impact fees, and other development service policy areas. The Committee regularly reviews the City's fee system to work toward reducing the cost of development

impact fees, as well as provide direction on the Economic Development Strategy. function as a liaison building relationships between the City and development community, providing input into delivery of development services, cost of services, construction standards, development impact fees, and other development service policy areas.

Fee Structure – The City will continue to review its fee system and work toward graduated fees as a means of reducing the cost of housing development.

The Development Services Department will work with the Development advisory committee **Economic Development Advisory Committee.**

(Policy H5.1)

Time Frame: Annually review process and fee structure.

Objectives: **Review process and fee structure once per year.**

Implementing Agency: Development Services Department

Funding Source: General Fund

PROGRAM 31 REVIEW OF SUBDIVISION IMPROVEMENT STANDARDS AND ZONING ORDINANCES

The City will continue **regularly** to review of **the** Subdivision Improvement Standards and Zoning Ordinances **to ensure residential development standards are appropriate, aligned with the City's housing-related policies, reflective of modern planning practices, and are not unduly burdensome or restrictive. The City will annually review housing legislation and update the Zoning Ordinance as needed to comply with new state laws. Current amendments needed pursuant to this program include reducing the parking requirements for emergency shelters consistent with AB 139, adding employee housing (for six or fewer people) as a permitted residential use, and adjusting the description of transitional and supportive housing to state that these uses are permitted by right where multifamily and mixed use are permitted (to ensure consistency with AB 2162).**

(Policy H5.2)

Time Frame: Annually review Subdivision Improvement Standards **Ongoing, and at least annually**

Objectives: **Complete review of the Subdivision Improvement Standards and Zoning Ordinance once per year.**

Implementing Agency: Planning Division

Funding Source: General Fund

PROGRAM 32 PUBLIC EDUCATION PROGRAM

The City will continue to educate its citizens **the greater Roseville community about** regarding the necessity of providing the affordable housing needed to support the job growth occurring in Roseville **and the region.** Specifically, this information will focus on the need to provide affordable housing in close proximity to jobs **for multiple reasons, including** in an effort to reduce the traffic and air quality impacts that result from long commutes **and reduce inequities by ensuring all sectors of the City's employment base can afford to live in the community where they work.** In addition, the City will continue to monitor community opposition to affordable housing projects in an effort to remove negative perceptions. Education will occur through public

hearings, presentations to various service organizations and other community groups, and articles published in the local newspaper and the City's newsletter.

(Policy H5.3)

Time Frame: Bi-annually.

Objectives: 100% of staff reports or other City materials for affordable housing projects will include information about the necessity of affordable housing and City newsletters will contain such materials a minimum of twice annually. A FlashVote survey or other survey will be distributed annually to evaluate the community's perceptions of affordable housing.

Implementing Agency: Housing Division, Planning Division

Funding Source: General Fund

PROGRAM 33 PUBLIC PARTICIPATION

The Planning Division will continue to provide multiple ways for residents to be informed of development projects and multiple opportunities and means for community input on proposed projects within the City, including:

- Uploading initial notices that an application was received to the Roseville Coalition of Neighborhood Associations' (RCONA) website.
- Maintenance of the City's Development Activity website, which includes a list of all new applications received during the previous week, a description of all active development proposals in the City, and interactive maps displaying the location of current and upcoming construction in the City.
- Maintenance of the City's Planning Projects of Interest website, where project details and documents are uploaded for projects generating significant community interest.
- Maintenance of the City's Online Permitting Services portal, which allows the public to look up documents and details for all active applications in the City.
- For General Plan Amendments, physically posting a notice of the project application on the project site.
- Encouraging applicants to hold neighborhood meetings before the public decision-making process begins, to ensure the community understands the proposal and to receive any concerns and questions early in the process.
- Uploading public hearing notices and notices of intent to approve a project to the RCONA website, in addition to the direct mailing of such notices to properties within 300 feet of the project.

Neighborhood forums and other outreach allows people affected by a project to have their questions and concerns addressed early in the planning process, which can reduce costs by avoiding late-stage design changes due to unexpected comments. Outreach also has the potential to improve community investment in a project and ensure the achievement of equity goals. The intent of the City's public participation process is to provide clear processes and means for community notice and input as part of a timely and transparent decision-making process. This program is also consistent with the City's General Plan, which directs the City to continue and improve our public participation programs. encourage developers to meet with interested parties before the public decision-making process begins.

Preliminary neighborhood forums allow persons directly affected by the project to have their questions and concerns addressed early in the planning process.

(Policy H5.3)

Time Frame: Ongoing, as projects are processed through the Planning Division.

Objectives: Provide multiple means and opportunities for public participation as part of Planning entitlement projects.

Implementing Agency: Planning Division

Funding Source: General Fund

PROGRAM 34 SPECIAL NEEDS HOUSING LAWS

The City will review the Zoning Ordinance and its other planning documents and, if necessary, make changes to ensure compliance with the Supportive Housing Streamlining Act (AB 2162), AB 101 (Low-Barrier Navigation Centers), and other existing and future legislation.

AB 2162 requires supportive housing to be considered a use by right in zones where multi-family and mixed uses are permitted, including nonresidential zones permitting multi-family uses, if the proposed housing development meets specified criteria. AB 101 requires that Low-Barrier Navigation Centers (LBNC) be a by-right use in areas zoned for mixed-use and nonresidential zones permitting multi-family uses. LBNC provide temporary room and board with limited barriers to entry while case managers work to connect homeless individuals and families to income, public benefits, health services, permanent housing, or other shelter.

(Policy H5.4)

Time Frame: Within two years of adoption of the Housing Element

Objectives: City ensures compliance with AB 2162 and AB 101 and other legislation

Implementing Agency: Planning Division

Funding Source: General Fund

PROGRAM 35 ROSEVILLE ELECTRIC PROGRAM

Peak Load Management Program

Roseville Electric will continue to explore and implement peak load management programs designed to most efficiently manage energy use during critical peak demand.

Energy Audits

Roseville Electric will continue to offer online energy audits and custom energy information to aid customers in reducing home energy costs. These tools will include suggestions for low- and no-cost conservation practices and an analysis of recommended energy efficiency measures.

Roseville Electric will continue to implement the peak load management program. This program cycles customer equipment off and on when City load approaches its resource limits.

Energy Audits Roseville Electric will continue to offer online energy audits to aid customers in reducing home energy costs. The audit includes a utility bill analysis to show the customer where energy is being used. Also

included are suggested low- and no-cost conservation practices and an analysis of recommended energy efficiency measures.

Energy Efficiency Rebates and Renewable Energy Rebates

Roseville Electric will continue to offer rebates to electric customers who install or upgrade their homes with qualified energy-efficiency measures. Renewable energy options are available through Roseville Electric's community solar program. Roseville Electric will continue to offer rebates to electric customers who install or upgrade their homes with qualified energy efficiency measures and/or renewable energy systems. Renewable energy rebates will continue to gradually decline through 2016, in compliance with state law.

Electric Rate Assistance Programs

Roseville Electric offers a discount to residential customers whose income is no greater than specified by the US Department of Housing and Urban Development as "very low" for Placer County. Roseville Electric also offers Medical Support Rate Reductions for customers who have medical devices in their homes.

~~Roseville Electric closed the Senior Low Income Rate Reduction to new applicants effective July 1, 1998. Electric customers receiving the Senior Low Income Rate may either continue receiving the senior discount or apply for the Electric Rate Assistance Program discount.~~

Roseville Electric may offer energy efficiency rebates to low-income customers through a partnership with the City's Housing Division.

Roseville Utility Exploration Center

The Utility Exploration Center is an interdepartmental project sponsored by Roseville Electric and the Environmental Utilities Department with support from the Parks, Recreation and Libraries Department and the City Manager's Office. The center is a key component of Mahany Park and is a one-of-a-kind center offering an exciting new take on preserving our natural resources and protecting our environment through new technologies and measures in energy efficiency, water efficiency, recycling, and water quality, with environmentally sustainable building materials making the center an exhibit in itself. The center offers children and adults fun and interactive tools for learning.

Community Solar Program

Roseville Electric Utility offers a solar option for residents interested in solar without long-term commitments or the need to install costly equipment. This program offers various participation levels as well as options for income qualified residents. The program began in 2019 as a pilot and is expected to continue through 2029.

Green Roseville

Green Roseville offers residential and commercial customers a way to contribute to Roseville Electric's purchase of renewable energy. The minimum amounts of renewables that must be purchased by Roseville Electric are set by state law.

BEST Homes Project

The BEST Homes Project incorporates rooftop solar generation, as well as other energy efficiency features, in up to 20% of new homes built in Roseville. This program ends in 2016.

(Policies H6.1, H6.2, H6.3)

Time Frame: Ongoing, as funding is available, **and at least annually.**

Objectives: **Meet the City's Renewable Portfolio Standards requirements.**

Implementing Agency: Roseville Electric Department, Housing Division

Funding Source: Roseville Electric

PROGRAM 36 NEW CONSTRUCTION EFFICIENCY MEASURES

The Roseville Building Department will continue to enforce Title 24 of the Building Code. Title 24 is the State residential energy conservation standard, which defines construction standards for energy requirements to promote energy efficiency and conservation.

(Policies H6.1, H6.2)

Time Frame: Ongoing, as applications are received.

Objectives: Review 100% of building permits for consistency with Title 24 requirements.

Implementing Agency: Building Department

Funding Source: General Fund

RESOLUTION NO. 21-369

ADOPTING THE 2021 HOUSING ELEMENT COVERING THE PERIOD FROM 2021 TO 2029

WHEREAS, in March 2020 the Sacramento Area Council of Governments adopted the Regional Housing Needs Plan (RHNP); and

WHEREAS, the RHNP included the Regional Housing Needs Allocation (RHNA) for each member jurisdiction, allocating the City of Roseville 12,066 total units, of which 6,178 were lower income; and

WHEREAS, the City was required to update the 2013 Housing Element to demonstrate adequate capacity for the City's RHNA, as well as update the data, analysis, and content of the General Plan Housing Element to reflect current information and current Housing Law; and

WHEREAS, the City conducted extensive public outreach to receive feedback on the Housing Element update, including workshops in October 2020, publication of a Preliminary Draft in December 2020, publication of a Second Draft in June 2021, publication of an Adoption Draft in July 2021, and publication of a Final Draft in August 2021; and

WHEREAS, the updated 2021 Housing Element is responsive to both public comments and comments from the California Department of Housing and Community Development; and

WHEREAS, the Planning Commission held a public hearing on the proposed 2021 Housing Element on July 22, 2021; and

WHEREAS, on August 18, 2021, the City Council held a public hearing at which time the proposed 2021 Housing Element was considered; and

WHEREAS, the Council of the City of Roseville desires to approve said 2021 Housing Element as conducive to public interest, health, safety and welfare, and consistent with the land use practices of the City and with state law.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville that the 2021 Housing Element (attached as Exhibit A) is hereby adopted.

BE IT FURTHER RESOLVED, that the Development Services Director is hereby directed to retain said 2021 Housing Element on permanent public display in the Development Services Department of the City of Roseville and is authorized to make typographical or other non-content corrections without further Council approval.

PASSED AND ADOPTED by the Council of the City of Roseville this _____ day of _____, 20_, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

City Clerk

The updated 2021 Housing Element is available for review online at www.roseville.ca.us/housingelementupdate.

Exhibit B

Adoption Draft

2021 Housing Element

Due to length, the document is available online at the link below, or at www.roseville.ca.us/HousingElementUpdate on the Documents tab.

View the Adoption Draft of the 2021 Housing Element:

https://www.roseville.ca.us/cms/One.aspx?pageId=16922256&portalId=7964922&utm_medium=email&utm_source=govdelivery



COUNCIL COMMUNICATION

CC #: 1667

File #: 0400-04-13-2 & 0400-02 & 0400-03 & 0400-04

Title: Creekview Specific Plan - General Plan Amendment, Specific Plan Amendment, Rezone, and Development Agreement Amendment

Contact: Kinarik Shallow 916-746-1309 kshallow@roseville.ca.us

Meeting Date: 8/18/2021

Item #: 10.2.

RECOMMENDATION TO COUNCIL

At the July 22, 2021 Planning Commission meeting, the Planning Commission recommended the City Council take the following actions on the project:

- A. Consider the 2nd Addendum to the Creekview Specific Plan Environmental Impact Report (EIR);
- B. Adopt a resolution approving land use map amendments to the General Plan;
- C. Adopt a resolution approving text and land use map amendments to the Creekview Specific Plan;
- D. Adopt the two (2) findings of fact and introduce for first reading an ordinance approving the Rezone; and
- E. Adopt the five (5) findings of fact and introduce for first reading an ordinance approving the Second Amendment of the Development Agreement by and between the City of Roseville and Anthem United Creekview Developments Limited Partnership relative to the Creekview Specific Plan.

BACKGROUND

The project site is located within the Creekview Specific Plan (CSP) area, which includes approximately 501 acres in the northwest portion of the City, south of the Amoruso Ranch Specific Plan, north and west of the West Roseville Specific Plan, and east of the Al Johnson Wildlife area.

The CSP was approved by the City Council on September 19, 2012, and established the land use and zoning designations for the Specific Plan area. With approval of the Specific Plan, a Development Agreement was negotiated between the landowners and the City that set the terms, rules, conditions, regulations, entitlements, responsibilities, and other provisions relating to development of the plan area over a 30 year period.

Project Description

The applicant is requesting a General Plan Amendment (GPA) and a Specific Plan Amendment (SPA) to transfer 36 units from Medium Density Residential (MDR) parcels C-20 and C-22 to Low Density Residential (LDR) parcels C-1 through C-4. The overall unit count in the CSP will remain

the same at 2,011 units. As part of the SPA, the applicant proposes to transfer the affordable housing obligations currently allocated to parcels C-20, C-22, C-25, and C-42 to parcels C-40 and C-43. Changes will be made to the text, tables, and figures of the CSP to reflect the unit transfers, acreage changes, modified development standards, and revised affordable housing allocations. Appendix A, Development Standards of the CSP will also be amended to establish development standards applicable to the Small Lot Residential/Development standards (RS/DS) zone. The GPA and SPA exhibit are included as Exhibits B and C and the CSP redlines are included as Exhibit D. A Rezone is requested to adjust the acreages of zoning designations to be consistent with the acreage adjustments resulting from the map modifications. As part of the project, the Creekview Development Agreement will be amended to reflect the revised unit counts, acreages, and affordable housing allocations.

Associated with this request was a Tentative Subdivision Map to establish a total of 236 single-family residential lots on MDR Parcels C-20, C-21, and C-22; a Large Lot Tentative Subdivision Map Modification to modify the approved large lot maps for Parcels C-1 through C-7, C-20 and C-21, C-50, C-52, C-60 and C-80; and a Small Lot Tentative Subdivision Map Modification to modify the lotting patterns for LDR Parcels C-2, C-3, C-4, C-6, and C-7. The Planning Commission unanimously approved these entitlements at their July 22, 2021 meeting. Further discussion and exhibits for these entitlements are included in the Planning Commission staff report included as Attachment 1.

Summary Evaluation

As described above, the project involves unit transfers among several large lot parcels within the CSP area, but will not change the overall number of residential units designated for the project area or extend beyond the development area of the CSP. The cumulative increase in units for Parcel C-20 changes the allocation by more than 20%; therefore, the unit transfers are being processed as a Specific Plan Amendment (SPA). The Rezone is requested to adjust the acreages of zoning designations to be consistent with the acreage adjustments associated with the Large Lot and Small Lot Tentative Subdivision Map Modifications.

In addition to the unit transfers and minor acreage changes, the applicant is proposing to reallocate the affordable housing obligations in the CSP. The total affordable housing allocation in the CSP will remain the same at 201 units. However, the current affordable housing obligation allocated as 30 middle-income purchase units to MDR parcels C-20, C-22, and C-25 will be reallocated to High Density Residential (HDR) parcels C-40 and C-43 as low- and very-low-income rental units instead. The current 80-unit affordable rental allocation for HDR Parcel C-42 will also be reallocated to Parcel C-40 and C-43. The resulting affordable housing obligation will be 101 very low-income and 100 low-income rentals. Section 5, Affordable Housing of the CSP will be amended consistent with the proposed changes.

Potential impacts to traffic, utilities, and public facilities were evaluated in the Addendum to the CSP Environmental Impact Report (EIR) prepared for the project (included as Exhibit A), and it was determined that the project does not result in any unanticipated impacts that were not previously evaluated in the CSP EIR. The proposed project was found to be substantially consistent with the General Plan and CSP goals and policies. The General Plan Land Use map and CSP document will be updated to reflect the revised parcel sizes and unit transfers.

The project includes a second amendment of the CSP DA (Exhibit F). The proposed amendments to the DA include updating the unit allocations and acreages for the affected land uses to be consistent with the proposed amendments to the CSP. The sections pertaining to affordable housing will be updated to identify the affordable purchase units as affordable rental units, and the transfer of these units to HDR parcels C-40 and C-43. Language will be added that requires the developer to enter into an Affordable Rental Housing Agreement with the City prior to the issuance of building permits. Lastly, the DA Amendment includes a provision that states if the City adopts a fee to be paid in lieu of constructing affordable rental housing, the developer will be eligible to pay such in lieu fee. The City's Housing Division reviewed the project and determined

the proposed amendments are acceptable and consistent with City policy. The DA Amendment is consistent with the City's General Plan, the CSP, and the Zoning Ordinance. The DA Amendment is in conformance with the public health, safety, and welfare, and will not adversely affect the orderly development of the property or the preservation of property values.

Summary of Planning Commission Meeting

The project was heard by the City's Planning Commission on July 22, 2021. The applicant addressed the Commission, spoke in favor of the project, and requested approval by the Commission. No public testimony was received at the hearing. The Planning Commission considered the 2nd Addendum to the Creekview Specific Plan Environmental Impact Report (EIR), approved the Tentative Subdivision Map, Large Lot Tentative Subdivision Map Modification, and Small Lot Tentative Subdivision Map Modification, and recommended the City Council approve the General Plan Amendment, Specific Plan Amendment, Rezone, and Development Agreement Amendment, with a vote of 4 aye, 0 nay, 3 absent.

Public Outreach

The proposed project was distributed to all internal and external agencies and departments who have requested such notice, and all comments or recommended conditions of approval have been incorporated into the project, as appropriate. Notice of both the Planning Commission hearing and the City Council hearing was published in the Roseville Press Tribune and on the Roseville Coalition of Neighborhood Associations website, and mailed to all property owners and residents within a 300 foot radius of the project site. As of the writing of this report, no public comment has been received by staff regarding the project.

FISCAL IMPACT

The project will not negatively affect the City's General Fund, and no policy conflicts have been identified. The project will modify the affordable housing obligation by changing the middle-income for purchase units to very low-income and low-income rental units. This will benefit the City by adding 30 affordable units in the lower-income category of the City's Regional Housing Needs Allocation (RHNA). The City is working to address a 1,700+ unit deficit in the lower-income category.

ENVIRONMENTAL REVIEW

Consistent with CEQA Guidelines Section 15164, regarding previously certified and adopted Environmental Impact Reports (EIR), an Addendum to the Creekview Specific Plan EIR (SCH #02008032017, certified September 19, 2012) has been prepared to cover the minor technical changes and additions necessary to describe the impacts of the proposed project (see Exhibit A). The Addendum did not identify any new significant environmental impacts from the project.

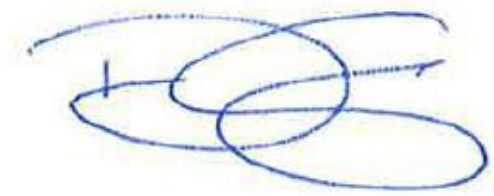
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Kinarik Shallow, Associate Planner

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Attachment 1 July 22, 2021 Planning Commission Staff Report

Attachment 2 Conditions of Approval

Exhibit A 2nd Addendum to the CSP EIR

Resolution 21-371

Exhibit B General Plan Amendment

Resolution 21-372

Exhibit C Specific Plan Amendment

Exhibit D CSP Document

Rezone Ordinance

Exhibit E Rezone

DAA Ordinance

Exhibit F Second Amendment of the CSP DA



**PLANNING DIVISION STAFF REPORT
PLANNING COMMISSION MEETING**

July 22, 2021

Prepared by: Kinarik Shallow, Associate Planner

ITEM 6.1: **General Plan Amendment, Specific Plan Amendment, Rezone, Development Agreement Amendment, Small Lot Tentative Subdivision Map, Large Lot Tentative Subdivision Map Modification, and Small Lot Tentative Subdivision Map Modification – 3764 Westbrook Boulevard – CSP PCL C-1 TO C-7, C-20 TO C-22, C-40, C-43, C-50, C-52, C-60 & C-80 – Creekview Amendments – File # PL20-0201**

REQUEST

The project includes a General Plan Amendment and Specific Plan Amendment to the Creekview Specific Plan (CSP) to transfer 36 units from Medium Density Residential parcels C-20 and C-22 to Low Density Residential parcels C-1 through C-4, and to establish modified development standards. No changes will be made to the overall unit count for the CSP. The project will make minor adjustments to the acreages of large lot parcels, which will require minor revisions to the General Plan and Specific Plan land use designations. The project includes a Rezone to adjust the acreages of zoning designations consistent with the acreage adjustments proposed with the map modifications. The CSP Development Agreement will be amended to reflect the change in units, acreages, and affordable housing allocations. In addition, a Large Lot Tentative Subdivision Map Modification is proposed for Parcels C-1 through C-7, C-20 and C-21, C-50, C-52, C-60 and C-80; a Small Lot Tentative Subdivision Map Modification is proposed for Parcels C-2 through C-4, and C-6 & C-7; and a Small Lot Tentative Subdivision Map is proposed for Parcels C-20 to C-22.

Property Owner/Applicant – Brian Moore, Anthem United Creekview Development Limited Partnership

SUMMARY RECOMMENDATION

The Planning Division recommends that the Planning Commission take the following actions:

- A. Consider the 2nd Addendum to the Creekview Specific Plan Environmental Impact Report (EIR);
- B. Recommend the City Council approve the General Plan Amendment (Land Use Map);
- C. Recommend the City Council approve the Specific Plan Amendment (Text and Land Use Map);
- D. Recommend the City Council adopt the two (2) findings of fact and approve the Rezone;
- E. Recommend the City Council approve the Second Amendment of the Creekview Development Agreement;
- F. Adopt the three (3) findings of fact and approve the Small Lot Tentative Subdivision Map subject to eighty-six (86) conditions of approval;
- G. Adopt the three (3) findings of fact and approve the Large Lot Tentative Subdivision Map Modification subject to four (4) conditions of approval; and
- H. Adopt the three (3) findings of fact and approve the Small Lot Tentative Subdivision Map Modification subject to six (6) conditions of approval.

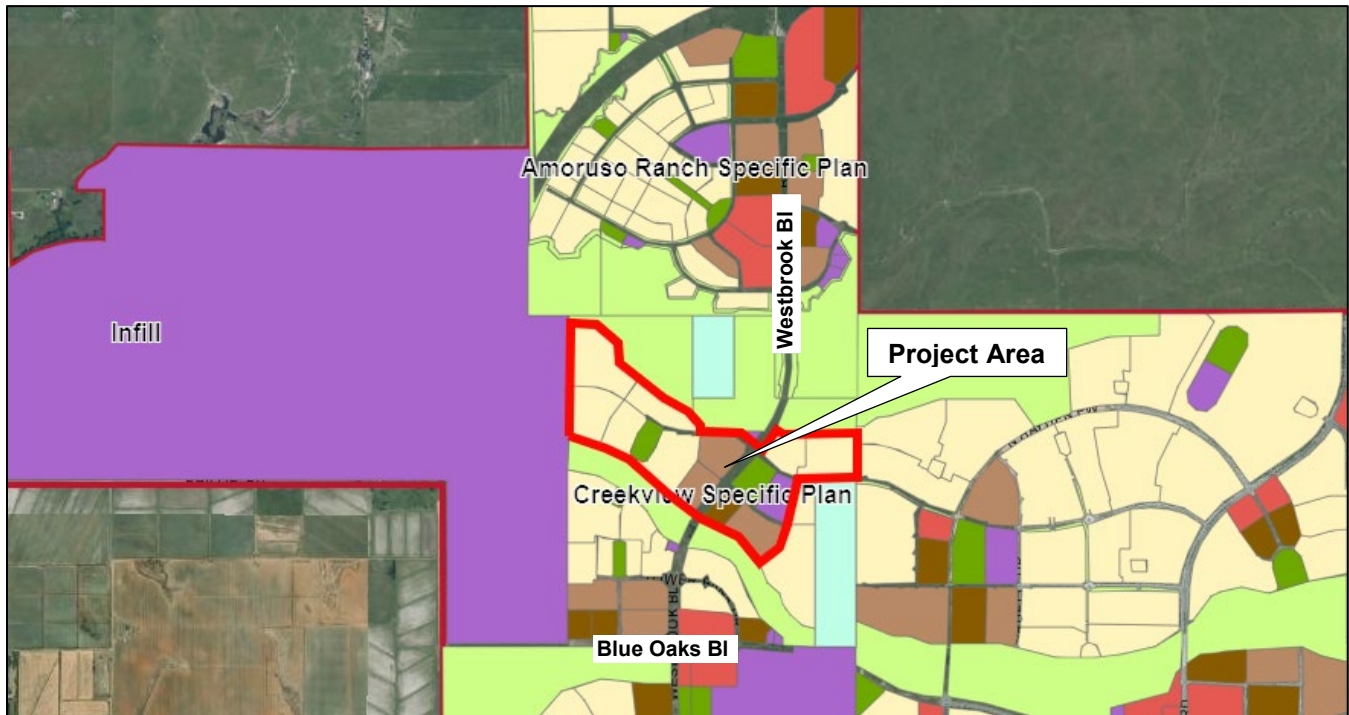
SUMMARY OF OUTSTANDING ISSUES

There are no outstanding issues associated with this request. The applicant has reviewed and is in agreement with all recommended conditions of approval.

BACKGROUND

The project is located in the northwest portion of the City, south of the Amoruso Ranch Specific Plan, north and west of the West Roseville Specific Plan, east of the Al Johnson Wildlife Area, and within the Creekview Specific Plan (CSP) (see Figure 1).

Figure 1: Project Location



The CSP was approved by the City Council on September 19, 2012, and established the land use and zoning designations for the Specific Plan area. With approval of the Specific Plan, a Development Agreement was negotiated between the landowners and the City that set the terms, rules, conditions, regulations, entitlements, responsibilities, and other provisions relating to development of the plan area over a 30 year period.

On February 28, 2013, the Planning Commission approved a Large Lot Tentative Subdivision Map to divide the site into 53 large lots consistent with the adopted land use plan (2007PL-059). On January 28, 2016, the Planning Commission approved a Specific Plan Amendment, Small Lot Tentative Subdivision Map, Design Review for Residential Subdivision (DRRS), and Tree Permit to allow development consistent with the approved large lot map and to transfer residential units between the specific plan large lots (PL14-0522). Minor acreage adjustments to the large lots and unit transfers within those lots were included with these approvals. Although the unit transfer exceeded 20% triggering an amendment to the specific plan, the overall number of residential units remained consistent at 2,011, as originally approved with the CSP. On April 2, 2018 the Planning Manager approved an extension of the Tentative Subdivision Map, DRRS, and Tree Permit for six (6) years expiring on January 28, 2024.

In September 2019, the City Council approved a General Plan, Specific Plan Amendment, and Rezone to modify the land uses in Phase 1 of the Creekview Specific Plan, resulting in a reduction of commercial uses, and a redistribution of LDR, MDR, and HDR units with no overall change to the residential unit count within the plan area. As part of that project, a Large Lot Tentative Map Modification and Development Agreement Amendment were approved to reflect the changes.

PROJECT DESCRIPTION

General Plan Amendment (GPA) – The project includes a GPA to make minor adjustments to the acreages of large lot parcels. These minor adjustments require minor revisions to the General Plan and Specific Plan land use designations.

Specific Plan Amendment (SPA) – The project includes an Amendment to the CSP, which includes the transfer of 36 units from Medium Density Residential (MDR) parcels C-20 and C-22 to Low Density Residential (LDR) parcels C-1 through C-4. The overall unit count in the CSP will remain the same at 2,011 units and no changes to land use designations are requested. As part of the SPA, the applicant proposes to transfer the affordable housing obligations currently allocated to parcels C-20, C-22, C-25, and C-42 to parcels C-40 and C-43. Changes will be made to the text, tables, and figures of the CSP to reflect the unit transfers, acreage changes, modified development standards, and revised affordable housing allocations. Appendix A, Development Standards of the CSP will also be amended to establish development standards applicable to the Small Lot Residential/Development standards (RS/DS) zone. The GPA and SPA exhibit are included as Exhibit A and the CSP redlines are included as Exhibit B.

Rezone – All of the affected parcels have a zoning designation of RS/DS, which will remain unchanged. The Rezone is requested to adjust the acreages of zoning designations to be consistent with the proposed acreage adjustments of the large lot and small lot maps. The Rezone exhibit is included as Exhibit C.

Development Agreement (DA) Amendment – The project includes a second amendment of the Creekview Development Agreement to reflect the revised unit counts, acreages, and affordable housing allocations. The DA Amendment is included as Exhibit D.

Small Lot Tentative Subdivision Map – The applicant proposes new subdivisions on Parcels C-20, C-21, and C-22. Parcel C-20 will be a 77-unit MDR subdivision; Parcel C-21 will be a 77-unit MDR subdivision; and Parcel C-22 will be an 82-lot MDR subdivision. The Tentative Subdivision Maps are included as Exhibit E.

Large Lot Tentative Subdivision Map (LLTSM) Modification – The applicant proposes modifications to the approved large lot maps for Parcels C-1 to C-7, C-20, C-21, C-50, C-52, C-60, and C-80. A majority of the modifications consist of minor parcel line adjustments to conform the large lots to the small lot tentative subdivision maps. The LLTSM Modification is included as Exhibit F.

Small Lot Tentative Subdivision Map (SLTSM) Modification – The applicant proposes modifications to the approved small lot maps for LDR Parcels C-2, C-3, C-4, C-6, and C-7. The lotting patterns will be revised to accommodate additional units and future housing types. The SLTSM Modification is included as Exhibit G.

SITE INFORMATION

Location: 3764 Westbrook Boulevard

Total Size: Approximately 501 acres

Topography and Setting: Pleasant Grove Creek and its associated riparian corridor bisects the plan area from east to west. On the north side of the creek the site consists of relatively flat topography, while on the south side of the creek the site consists of gently undulating topography. Overall the site consists of annual grasslands, native oak trees, and wetlands. Properties to the north, east, and south of the site are designated for urban development, while the property to the west of the site is designated as a wildlife area.

EVALUATION: GENERAL PLAN AMENDMENT, SPECIFIC PLAN AMENDMENT, AND REZONE

Proposed amendments to the General Plan and Specific Plan are analyzed for consistency with the goals and policies of the plan. For the proposed rezone, Zoning Ordinance Section 19.86.050 specifies that recommendations for approval or denial of a rezone shall include consideration of the proposed amendment's consistency with:

- 1. The public interest, health, safety, or welfare of the City, and***
- 2. The General Plan and any applicable Specific Plan.***

The applicant proposes to transfer 36 residential units from Parcels C-20 and C-22 to Parcels C-1 to C-4, as shown in Table 1 below. Each of these parcels has a zoning designation of Small Lot Residential/Development Standards (RS/DS), which will remain unchanged. The CSP will be amended to establish development standards applicable to the RS/DS zone, which include standards such as minimum lot sizes, lot width, and setbacks. The development standards table is included in Appendix A of the CSP redlines (Exhibit B) and are consistent with development standards established for subdivisions in adjacent Specific Plans. The Rezone is requested to adjust the acreages of zoning designations to be consistent with the proposed acreage adjustments that are later discussed in the Small Lot and Large Lot Tentative Subdivision Map Modification evaluation sections of this report.

The CSP allows for residential units to be transferred between lots within the plan area. However, unit transfers that result in a change in land use or result in greater than a 20% difference when compared to the unit allocation established at the time of the original approval shall be evaluated with an amendment to the Specific Plan. In this case, the cumulative change in units for Parcel C-20 changes the allocation by more than 20% (see Table 2). Thus, the unit transfers are being processed as a SPA. The SPA also includes changes to the text, tables, and figures of the SVSP to reflect the land use change and unit transfers.

Table 1: Summary of Unit Transfers

Parcel	Current Land Use	Proposed Land Use	Current Units	Proposed Units	Difference in units	% Unit Change
C-1	LDR	Unchanged	94	100	+6	+ 6.4%
C-2	LDR	Unchanged	52	59	+7	+ 13.5%
C-3	LDR	Unchanged	67	80	+13	+ 19.4%
C-4	LDR	Unchanged	51	61	+10	+ 19.6%
C-20	MDR	Unchanged	106	96	-10	- 9.4%
C-22	MDR	Unchanged	130	104	-26	- 20.0%

Table 2: Cumulative Summary of Unit Transfers

Parcel	Original Land Use	Proposed Land Use	Original Units	Proposed Units	Difference in units	Cumulative % Unit Change
C-1	LDR	Unchanged	95	100	+5	+ 5.3%
C-2	LDR	Unchanged	50	59	+9	+ 18.0%
C-3	LDR	Unchanged	70	80	+10	+ 14.3%
C-4	LDR	Unchanged	55	61	+6	+ 10.9%
C-20	MDR	Unchanged	75	96	-21	+ 28.0%
C-22	MDR	Unchanged	105	104	-1	- 0.09%

Table 3, below, identifies the current and proposed acreages for each of the affected large lot parcels. As mentioned, these minor revisions to the acreages require minor revisions to the General Plan and Specific Plan land use and zoning designations.

Table 3: Land Use and Zoning by Parcel – Acreage Changes

Parcel	Land Use	Zoning	Current Acreage	Proposed Acreage
C-1	LDR	RS/DS	19.50	19.54
C-2	LDR	RS/DS	10.10	10.03
C-3	LDR	RS/DS	14.00	13.97
C-4	LDR	RS/DS	9.60	9.63
C-5	LDR	RS/DS	13.60	13.43
C-6	LDR	RS/DS	8.00	8.05
C-7	LDR	RS/DS	13.90	14.11
C-20	MDR	RS/DS	8.70	8.79
C-21	MDR	RS/DS	7.70	7.92
C-50	Open Space (OS)	OS	36.50	36.57
C-51	OS	OS	35.60	35.64
C-52	OS	OS	15.10	14.79
C-60	Parks and Recreation (PR)	PR	7.40	6.80
C-61	PR	PR	4.80	4.81
C-80	Public/Quasi-Public (P/QP)	P/QP	7.00	7.60
C-100	Right of Way/Landscape Corridor (ROW)	ROW	37.67	37.49

In addition to the unit transfers and minor acreage changes, the applicant is proposing to reallocate the affordable housing obligations in the CSP. No change will occur to the total number of affordable units required. Table 4 identifies the current affordable purchase obligations for Medium Density Residential (MDR) parcels C-20, C-22, and C-25, and the current affordable rental obligations for High Density Residential (HDR) parcels C-42 and C-43.

Table 4: Current Affordable Housing Allocations

Parcel	Land Use	Total Units in Parcel	Total Affordable Allocation	Very Low-Income Rental	Low Income Rental	Middle Income Purchase
C-20	MDR	106	10	-	-	10
C-22	MDR	127	20	-	-	20
C-25	MDR	62	10	-	-	10
C-42	HDR	136	80	40	40	-
C-43	HDR	116	81	41	40	-
Total			201	81	80	40

The current affordable housing obligation allocated as middle-income purchase units to MDR parcels C-20, C-22, and C-25 will be reallocated to HDR parcels C-40 and C-43 as low- and very-low-income rental units instead. The current 80-unit affordable rental allocation for HDR Parcel C-42 will also be reallocated

to Parcel C-40 and C-43. Table 5 identifies the proposed affordable housing allocations. With the reallocations, Parcel C-43 will become 100% affordable. Section 5, Affordable Housing of the CSP will be amended to reflect the proposed changes.

Table 5: Proposed Affordable Housing Allocations

Parcel	Land Use	Total Units in Parcel	Total Affordable Allocation	Very Low-Income Rental	Low Income Rental
C-40	HDR	168	85	43	42
C-43	HDR	116	116	58	58
Total			201	101	100

The proposed changes will not change the overall number of residential units designated for the project area or extend beyond the development area of the CSP. The City Departments responsible for development review have examined the proposed unit transfers and affordable housing allocations and determined that there will be no impacts to planned infrastructure, roadways, or other public facilities. As such, staff supports the proposed GPA and SPA.

EVALUATION: DEVELOPMENT AGREEMENT AMENDMENT

Section 19.84.040 of the City of Roseville Zoning Ordinance specifies that recommendations for approval or denial of a Development Agreement (DA), including Amendments, shall include consideration of the following:

- 1. Consistency with the objectives, policies, general land uses and programs specified in the General Plan and the Creekview Specific Plan;***
- 2. Consistency with the provisions of the City of Roseville Zoning Ordinance;***
- 3. Conformity with the public health, safety and general welfare;***
- 4. The effect on the orderly development of the property or the preservation of property values; and***
- 5. Whether the provisions of the Agreement shall provide sufficient benefit to the City to justify entering into the Agreement.***

Development Agreements (DAs) are binding contracts that set the terms, rules, conditions, regulations, entitlements, responsibilities, and other provisions relating to the development of the covered properties. The proposed amendments to the DA include updating the unit allocations and acreages for the affected land uses to be consistent with the proposed amendments to the CSP. The sections pertaining to affordable housing will be updated to reflect the affordable purchase units being provided as affordable rental units, and the transfer of these units to HDR parcels C-40 and C-43. Language will be added that requires the developer to enter into an Affordable Rental Housing Agreement with the City prior to the issuance of building permits. Lastly, the DA Amendment includes a provision that states if the City adopts a fee to be paid in lieu of constructing affordable rental housing, the developer will be eligible to pay such in lieu fee. The City's Housing Division reviewed the project and determined the proposed amendments are acceptable and consistent with City policy.

In summary, City staff has found the proposed DA Amendment to be consistent with the General Plan, CSP, and the Zoning Ordinance. The DA Amendment is in conformance with the public health, safety,

and welfare, and will not adversely affect the orderly development of the property or the preservation of property values. Therefore, the proposed DA Amendment is consistent with items 1-5 above.

EVALUATION: SMALL LOT TENTATIVE SUBDIVISION MAP (PARCELS C-20, C-21, & C-22)

Section 18.06.180 of the City of Roseville Subdivision Ordinance requires that three findings be made in order to approve or conditionally approve a Tentative Subdivision Map. The three findings are listed below in ***bold, italics*** and are followed by an evaluation of the map in relation to each finding.

1. The size, design, character, grading, location, orientation, and configuration of lots, roads and all improvements for the tentative subdivision map are consistent with the density, uses, circulation and open space systems, applicable policies and standards of the General Plan and the Community Design Guidelines, and the design standards of Title 18 (Subdivision Ordinance) of the Roseville Municipal Code.

The applicant is proposing three subdivisions: a 77-lot map within Parcel C-20, a 77-lot map within Parcel C-21, and an 82-lot map within Parcel C-22. Adequate access and circulation is provided to each parcel to facilitate development of the small lots. At least two entrance points will be provided into each subdivision and all single-family lots are oriented with frontage on the public streets. The subdivision layout and street design were reviewed by the City's Engineering Division and Fire Department to ensure there is adequate street widths for circulation and emergency response.

The Map Act and Subdivision Ordinance do not contain any maximum or minimum lot sizes. Instead these standards are contained within the Zoning Ordinance and CSP. The project parcels all have a zoning designation of Small Lot Residential with Development Standards (RS/DS) overlay and a land use designation of Medium Density Residential (MDR). A developer may either use the RS/DS development standards established in the CSP or may adopt adjusted standards through the Design Review Permit for Residential Subdivisions (DRRS) entitlement. The applicant proposes to use the RS/DS standards proposed with this project. However, pursuant to Zoning Ordinance Section 19.10.045, a DRRS application is required for all single-family housing units on property with the MDR land use designation. Condition #9 has been added to the tentative subdivision map that requires approval of a DRRS prior to issuance of any building permits for homes within Parcels C-20, C-21, and C-22.

The CSP includes multiple design standards applicable to subdivision design, including guidelines for the locations of walls and fencing, the locations of paseos, requirements for connectivity along paseos, and guidelines for developments adjacent to open space. Each proposed subdivision is analyzed with respect to these guidelines below.

Parcel C-20

The proposed map will have 77 units and a density of 9.2 units per acre, which is consistent with the MDR land use designation. Although the total number of units allocated to Parcel C-20 is 96 units, the applicant is proposing to map only 77 of these units. The remaining 19 units will remain unmapped. The CSP requires all unused units to be transferred prior to the City's approval of the last small lot final map or Design Review Permit for any residential large lot parcel within the CSP. Any units assigned to a large lot parcel which are not used by a tentative map/Design Review Permit or are not approved for transfer, shall revert to the City and landowners shall have no subsequent claim to such units.

The applicant proposes to use the modified RS/DS development standards proposed with this project. All of the lots conform to the applicable standards and have a typical lot size of approximately 35 feet by 80 feet. This parcel is adjacent to Benchmark Drive to the north, Westbrook Boulevard to the east, MDR Parcel C-21 to the south, and LDR Parcel C-5 to the west. Direct access to the subdivision will be provided via the adjacent roadways. The street patterns of the subdivision will also provide connectivity between the neighboring subdivisions consistent with the CSP design guidelines.

CSP Figure B-4, Wall and Fence Locations, specifies a minimum 6-foot tall masonry wall along Westbrook Boulevard to the east and Benchmark Drive to the south. The tentative subdivision map is consistent with this requirement. CSP Figure B-5 identifies a 45-foot wide collector street paseo along Benchmark Drive, with a 15-foot landscape strip, 10-foot walk, and then a 20-foot landscape behind walk. The subdivision is designed consistent with these paseo design guidelines and will provide a pedestrian connection on an average of 600 feet. Consistent with the City's improvement standards for collector streets, Benchmark Drive will provide on-street Class II bike lanes.

Parcel C-21

The proposed map will have 77 units and a density of 9.4 units per acre, which is consistent with the MDR land use designation. Similar to Parcel C-20, the applicant is proposing to only map 77 of the 95 allocated units for Parcel C-21, leaving 18 units unmapped.

The applicant has proposed to use the same modified RS/DS development standards for this subdivision, which also has a typical lot size of approximately 35 feet by 80 feet. All of the lots conform to the proposed standards. This parcel is adjacent to MDR Parcel C-20 to the north, Westbrook Boulevard to the east, open space Parcel C-53 to the south, and LDR Parcel C-5 to the west. Westbrook Boulevard will feature Class II bike lanes consistent with the CSP requirements. The CSP does not identify any paseo requirements for Parcel C-21. The subdivision will provide a masonry wall along Westbrook Boulevard and a 35-foot wide landscape corridor with 8-foot wide sidewalks along the arterial roadway, which is consistent with the CSP. Visibility into the open space will be achieved through the use of open style fencing for the lots that side on to the open space as recommended by the CSP guidelines. The subdivision will also include a single-loaded street adjacent to the open space to provide a visual connection for homes that front the open space.

Parcel C-22

The applicant has proposed to use the same modified RS/DS development standards for this 82-lot subdivision, which also has a typical lot size of approximately 45 feet by 80 feet. All of the lots conform to the proposed standards. The proposed unit density is 9.4 units per acre, which is consistent with the MDR land use designation. This parcel is adjacent to MDR Parcel C-20 to the north, Westbrook Boulevard to the east, open space Parcel C-53 to the south, and LDR Parcel C-5 to the west. Visibility into the open space will be provided by a combination of open style fencing for homes backing on to the open space and through the use of single-loaded streets for homes that front the open space.

CSP Figure B-5 identifies a 45-foot wide paseo along Clay Creek Drive, with a 15-foot landscape strip, 10-foot walk, and then a 20-foot landscape behind walk. The subdivision is designed consistent with these paseo design guidelines and will provide a pedestrian connection on an average of 600 feet.

2. The subdivision will result in lots which can be used or built upon. The subdivision will not create lots which are impractical for improvement or use due to: the steepness of terrain or location of watercourses in the area; the size or shape of the lots or inadequate building area; inadequate frontage or access; or, some other physical condition of the area.

The proposed parcels are of sufficient size and shape to accommodate development that is consistent with the applicable zoning and design requirements. As mentioned above, the lots are consistent with the proposed development standards. The proposed modified standards are consistent with other development standards that have been approved in adjacent Specific Plan areas. The RS/DS standards have been determined to be of adequate size and shape to support development consistent with the CSP guidelines. The proposed parcel configurations preserve the location of watercourses and do not create a physical condition that would be impractical for the proposed improvements.

3. *The design and density of the subdivision will not violate the existing requirements prescribed by the Regional Water Quality Control Board for the discharge of waste into the sewage system, Pursuant to Division 7 of the Water Code.*

As part of the adoption of the CSP, an assessment of wastewater demands was completed for the entire plan area. The proposed subdivision map is consistent with the total number of units anticipated within the Specific Plan, and therefore will not increase planned demands on sewage services; there will be no impacts to the existing requirements established by the Regional Water Quality Control Board.

EVALUATION AND FINDINGS: TENTATIVE SUBDIVISION MAP MODIFICATION (SMALL LOT & LARGE LOT)

The City of Roseville Subdivision Ordinance (Section 18.06.290) establishes the processes by which an approved Tentative Subdivision Map may be modified. There are two types of modifications established: minor amendments and major amendments. A minor amendment involves changes that are substantially consistent with the intent of the original approval. These are generally limited to changes which make small modifications to parcel shapes and sizes or other small amendments to the subdivision layout. Any other type of modification is a major modification. The proposed modifications include changes to the lotting patterns, street connections, and number of units for some of the parcels. Therefore, the proposed modifications are considered major.

Section 18.06.180 of the City of Roseville Subdivision Ordinance requires that three findings be made in order to approve or conditionally approve a tentative subdivision map. The three findings are listed below in ***italicized, bold*** text and are followed by an evaluation of the map in relation to each finding.

- 1. *The size, design, character, grading, location, orientation and configuration of lots, roads and all improvements for the tentative subdivision map are consistent with the density, uses, circulation and open space systems, applicable policies and standards of the General Plan or any applicable specific plan for the area, whichever is more restrictive, and the design standards of this Title.***
- 2. *The subdivision will result in lots which can be used or built upon. The subdivision will not create lots which are impractical for improvement or use due to: the steepness of terrain or location of watercourses in the area; the size or shape of the lots or inadequate building area; inadequate frontage or access; or, some other physical condition of the area.***
- 3. *The design and density of the subdivision will not violate the existing requirements prescribed by the Regional Water Quality Control Board for the discharge of waste into the sewage system, Pursuant to Division 7 of the Water Code.***

Small Lot Tentative Subdivision Map (SLTSM) Modification

The applicant requests approval of a modification to the approved maps for Parcels C-2, C-3, C-4, C-6 and C-7. Modifications to each of these maps are summarized below.

- Parcel C-2: The street and lotting layout was modified to increase the development setback from wetland resources in the adjacent open space Parcel C-51. The lot count and size of this LDR subdivision will remain the same as the previously approved map at 52 lots. The seven (7) units transferred to Parcel C-2 with the proposed SPA will remain as unmapped units.
- Parcel C-3: The lotting layout was modified to convert the typical lot size from 60' x 100' to 50' x 100' to accommodate eleven (11) additional lots for a total of 78 lots. The density will remain consistent with the existing LDR land use designation.

- Parcel C-4: The lotting layout was modified to convert the typical lot size from 55' x 100' to 45' x 100' to accommodate ten (10) additional lots for a total of 61 lots. The density will remain consistent with the existing LDR land use designation.
- Parcel C-6: Minor adjustments to the lot widths are proposed to improve the fit of future housing products. Lot depths along the eastern boundary will be modified to accommodate a revised lotting layout in the adjacent LDR Parcel C-7. The lot count (61 lots) and typical lot size (45' x 90') will remain the same as the previously approved map for Parcel C-6, and no change will be made to the existing LDR land use.
- Parcel C-7: The street and lotting layout is modified to increase lot depths along the parcel's eastern boundary to accommodate fill slopes from Fiddymont Ranch, which resulted in minor adjustments to the interior blocks. The lot count (74 lots) and typical lot size (50' x 105') will remain the same as the previously approved map for Parcel C-7, and no change will be made to the existing LDR land use.

Large Lot Tentative Subdivision Map (LLTSM) Modification

The applicant requests approval of a modification to the approved maps for Parcels C-1, C-2, C-3, C-4, C-5, C-6, C-7, C-20, C-21, C-50, C-52, C-60, and C-80. A majority of the revisions consist of minor parcel line adjustments to conform the large lots to the small lot tentative subdivision maps. Modifications to the maps are summarized below.

- Parcels C-1, C-2 and C-50: The northern boundary of parcels C-1 and C-2 will be adjusted to reflect the current small lot tentative subdivision map boundary between these parcels with Open Space (OS) Parcel C-50. The southern boundary of Parcel C-50 will be adjusted to reflect the boundary for the OS preserve.
- Parcels C-3 and C-4: The southern boundary of parcels C-3 and C-4 will be adjusted to reflect the current small lot tentative subdivision map boundary between these parcels with OS Parcel C-53.
- Parcel C-5, C-20, and C-21: The large lot map will be modified to align the southern boundary of Parcel C-5 with OS Parcel C-53. An adjustment will also be made to the eastern boundary with MDR parcels C-20 and C-21 to align the large lot map with the small lot map boundary, which will slightly reduce the size of Parcel C-5 by 0.17 acres and increase the size of the MDR parcels by a total of 0.31 acres.
- Parcels C-6, C-7, and C-52: Modifications include a minor adjustment to bring the shared boundary between parcels C-6 and C-7 and the Northern Preserve/OS Parcel C-52 into alignment to reflect the boundary of the open space preserve. In addition, the shared boundary between LDR parcels C-6 and C-7 will be shifted eastward to be consistent with the small lot tentative subdivision maps.
- Parcels C-60 and C-80: The shared boundary between the park (Parcel C-60) and school (Parcel C-80) will be shifted westward to increase the size of the elementary school site by 0.6 acres and reduce the size of the park by 0.6 acres.

Conclusion

The proposed map modifications are consistent with the CSP Land Use Plan, with no changes to LLTSM or SLTSM land use or zoning designations. Adequate access and circulation is provided to each large lot parcel to facilitate development of the small lots. The proposed modifications are consistent with the applicable policies of the General Plan, CSP, and design standards of the Subdivision Ordinance.

PUBLIC OUTREACH

The proposed project was distributed to all internal and external agencies and departments who have requested such notice, and all comments or recommended conditions of approval have been incorporated into the project, as appropriate. A notice of the public hearing was published in the Press Tribune on July 9, 2021 and a notice of the hearing was also distributed to all property owners within 300 feet of the site, and to the Roseville Coalition of Neighborhood Associations. To date, no comments have been received.

ENVIRONMENTAL DETERMINATION

Consistent with CEQA Guidelines Section 15164, regarding previously certified and adopted Environmental Impact Reports (EIR), an Addendum to the Creekview Specific Plan EIR (SCH #02008032017, certified September 19, 2012) has been prepared to cover the minor technical changes and additions necessary to describe the impacts of the proposed project (see Attachment 1). The Addendum did not identify any new environmental impacts from the project. As such, staff recommends the Planning Commission consider the Addendum prior to taking action on this project.

RECOMMENDATION

The Planning Division recommends the Planning Commission take the following actions:

- A. Consider the **2nd Addendum to the Creekview Specific Plan EIR**;
- B. Recommend the City Council approve the **GENERAL PLAN AMENDMENT (LAND USE MAP) – 3764 WESTBROOK BOULEVARD – CSP PCL C-1 TO C-7, C-20 TO C-22, C-40, C-43, C-50, C-52, C-60 & C-80 – CREEKVIEW AMENDMENTS – FILE #PL20-0201**;
- C. Recommend the City Council approve the **SPECIFIC PLAN AMENDMENT (TEXT AND LAND USE MAP) – 3764 WESTBROOK BOULEVARD – CSP PCL C-1 TO C-7, C-20 TO C-22, C-40, C-43, C-50, C-52, C-60 & C-80 – CREEKVIEW AMENDMENTS – FILE #PL20-0201**;
- D. Recommend the City Council adopt the two (2) findings of fact and approve the **REZONE – 3764 WESTBROOK BOULEVARD – CSP PCL C-1 TO C-7, C-20 TO C-22, C-40, C-43, C-50, C-52, C-60 & C-80 – CREEKVIEW AMENDMENTS – FILE #PL20-0201**;
- E. Recommend the City Council approve the **DEVELOPMENT AGREEMENT AMENDMENT – 3764 WESTBROOK BOULEVARD – CSP PCL C-1 TO C-7, C-20 TO C-22, C-40, C-43, C-50, C-52, C-60 & C-80 – CREEKVIEW AMENDMENTS – FILE #PL20-0201**;
- F. Adopt the three (3) findings of fact and approve the **SMALL LOT TENTATIVE SUBDIVISION MAP – 3764 WESTBROOK BOULEVARD – CSP PCL C-1 TO C-7, C-20 TO C-22, C-40, C-43, C-50, C-52, C-60 & C-80 – CREEKVIEW AMENDMENTS – FILE #PL20-0201** subject to eighty-six (86) conditions of approval;
- G. Adopt the three (3) findings of fact and approve the **LARGE LOT TENTATIVE SUBDIVISION MAP MODIFICATION – 3764 WESTBROOK BOULEVARD – CSP PCL C-1 TO C-7, C-20 TO C-22, C-40, C-43, C-50, C-52, C-60 & C-80 – CREEKVIEW AMENDMENTS – FILE #PL20-0201** subject to four (4) conditions of approval; and
- H. Adopt the three (3) findings of fact and approve the **SMALL LOT TENTATIVE SUBDIVISION MAP MODIFICATION – 3764 WESTBROOK BOULEVARD – CSP PCL C-1 TO C-7, C-20 TO C-22, C-40, C-43, C-50, C-52, C-60 & C-80 – CREEKVIEW AMENDMENTS – FILE #PL20-0201** subject to six (6) conditions of approval.

CONDITIONS OF APPROVAL FOR THE SMALL LOT TENTATIVE SUBDIVISION MAP (C-20, C-21, & C-22) – FILE #PL20-0201

1. The project is approved as shown in Exhibit E, and as conditioned or modified below. (Planning)

2. The Tentative Subdivision Map shall not be deemed approved until the actions on the General Plan Amendment, Specific Plan Amendment, Rezone, and Development Agreement are approved and become effective. (Planning)
3. The approval of a Tentative Map and/or tentative site plan does not constitute approval of proposed improvements as to size, design, materials, or location, unless specifically addressed in these conditions of approval. (Engineering)
4. The design and construction of all improvements shall conform to the Design and Construction Standards of the City of Roseville, or as modified by these conditions of approval, or as directed by the City Engineer. (Engineering)
5. The applicant shall pay City's actual costs for providing plan check, mapping, GIS, and inspection services. This may be a combination of staff costs and direct billing for contract professional services. Project billing may occur up to two (2) months after the end of warranty or the Notice of Termination date for the SWPPP, whichever occurs later. (Engineering, Environmental Utilities, Electric, Finance)
6. The applicant shall not commence with any on-site improvements or improvements within the right-of-way until such time as grading and/or improvement plans have been submitted for review and are approved with grading and/or encroachment permits issued by the Department of Development Services – Engineering Division. (Engineering)
7. The approval of this project does not constitute approval of proposed improvements as to size, design, materials, or location, unless specifically addressed in these conditions of approval. The Developer shall submit civil drawings to the Department of Development Services – Engineering Division for review and approval. (Engineering)
8. The project shall comply with all required environmental mitigation identified in the Creekview Specific Plan Environmental Impact Report (SCH #02008032017, adopted September 19, 2012) and subsequent Addendum, and shall include all applicable mitigation measures as notes on the grading plans. (All Departments)
9. Prior to issuance of building permits for construction of homes within the subdivisions, the home builder shall be required to submit for a Design Review for Residential Subdivision (DRRS) to review the proposed architecture and home designs. Detailed information (e.g., floor plans, architectural styles, colors and materials, etc.) shall be provided at that time. (Planning)

PRIOR TO ISSUANCE OF A GRADING PERMIT AND/OR IMPROVEMENT PLANS

10. Landscape Plans for all landscape corridors and all landscaped common areas shall be approved with the improvement plans. Landscaping shall be installed for Substantial Completion of the subdivision improvements. Landscape corridors shall also successfully complete the required establishment period. The landscape plan shall comply with the Creekview Specific Plan and the City of Roseville Water Efficient Landscape Ordinance. (Planning, Engineering, Parks, Fire, Environmental Utilities)
11. Grading around the native oak trees or other natural features shall be as shown on the tentative map or as approved in these conditions. (Planning)
12. The applicant shall submit to the Engineering Division the appropriate Army Corps of Engineers permit or clearance, the California Department of Fish and Game Stream Bed Alteration Agreement, and/or the Regional Water Quality Control Board Water Quality Certificate. (Planning)
13. The grading and improvement plans shall be designed in accordance with the City's Improvement Standards and Construction Standards and shall reflect the following:

- a. Street improvements including, but not limited to, curb, gutter, sidewalk, pavement, drainage systems, traffic striping, signing, medians and markings, etc. along all existing and proposed City streets, as required by Engineering.
 - b. Grading shall comply with the City grading ordinance. Erosion control devices (sediment traps, ditches, straw bales, etc.) shall be shown on the grading plans. All erosion control shall be installed prior to the onset of wet weather. Erosion control is installed to minimize silt discharge from the project site. It is incumbent upon the applicant to ensure that necessary measures are taken to minimize silt discharge from the site. Therefore modification of the erosion control plan may be warranted during wet weather conditions.
 - c. A rough grading permit may be approved by the Engineering Department prior to approval of the improvement plans.
 - d. Access to the floodplain as required by Engineering and the Streets Department.
 - e. Standard Accessible ramps shall be installed at all curb returns per City Standards. (Engineering)
14. For all work to be performed off-site, permission to enter and construct shall be obtained from the property owner, in the form of a notarized right-of-entry. Said notarized right-of-entry shall be provided to the Engineering Division prior to approval of any plans. (Engineering)
15. The applicant shall apply for and obtain an encroachment permit from the Engineering Department prior to any work conducted within the City right-of-way. (Engineering)
16. The Improvement Plans shall include a complete set of Landscape Plans. The Landscape Plans shall be approved with the Improvement Plans. (Planning, Engineering, Fire, Environmental Utilities, Electric)
17. The applicant shall remove and reconstruct any existing damaged curb, gutter, and sidewalk along the property frontage. During site inspection Engineering will designate the exact areas to be reconstructed. (Engineering)
18. All Lots/Parcels shall conform to Class 1 drainage, pursuant to the adopted City of Roseville Improvement Standards, except as shown on the tentative map or as approved in these conditions. (Engineering)
19. The following note shall be added to the Grading and/or Improvement Plans:

To minimize dust/grading impacts during construction the applicant shall:

- a. *Spray water on all exposed earth surfaces during clearing, grading, earth moving and other site preparation activities throughout the day.*
- b. *Use tarpaulins or other affective covers on all stockpiled earth material and on all haul trucks.*
- c. *Sweep the adjacent streets frontages at least once a day or as needed to remove silt and other dirt which is evident from construction activities.*
- d. *Ensure that construction vehicles are cleaned prior to leaving the construction site to prevent dust and dirt from being tracked off site.*
- e. *The City shall have the authority to stop all grading operations, if in the opinion of city staff, inadequate dust control measures are being practiced or excessive wind conditions contribute to fugitive dust emissions. (Engineering)*

20. Westbrook Boulevard a six-lane arterial shall be designed in conformance with the approved tentative map and the Creekview Specific Plan. (Engineering)
21. Benchmark Drive, a modified collector with Paseo, shall be designed in conformance with the approved tentative map and the Creekview Specific Plan. (Engineering)
22. West Creekpark Drive, a primary residential street (West of Westbrook Blvd), shall be designed in conformance with the approved tentative map and the Creekview Specific Plan. (Engineering)
23. East Creekpark Drive, a primary residential street (East of Westbrook Blvd), shall be designed in conformance with the approved tentative map and the Creekview Specific Plan. (Engineering)
24. Clay Creek Drive, a primary residential with Paseo, shall be designed in conformance with the approved tentative map and the Creekview Specific Plan. (Engineering)
25. The typical minor residential street shall be designed in conformance of the approved tentative map and Creekview Specific Plan. The street will consist of 42' of right of way with a typical ½ section of 14' pavement, 4' sidewalk and 12.5' PUE. (Engineering)
26. Phasing of infrastructure improvements shall be consistent with the Development Agreement and the "Creekview Phasing Matrix" prepared by MacKay & Soms as part of the Small Lot Tentative Map. Villages C-20, C-21, and C-22 can be built in any order as long as the required infrastructure improvements are completed according to the aforementioned matrix. (Engineering)
27. Prior to the approval of the improvement plans, it will be the project proponent's responsibility to pay the standard City Trench Cut Recovery Fee for any cuts within the City streets that are required for the installation of underground utilities. (Engineering)
28. A note shall be added to the grading plans that states:

*"Prior to the commencement of grading operations, the contractor shall identify the site where the **excess/borrow** earthen material shall be imported/deposited. If the **borrow/deposit** site is within the City of Roseville, the contractor shall produce a report issued by a geotechnical engineer to verify that the exported materials are suitable for the intended fill, and shall show proof of all approved grading plans. Haul routes to be used shall be specified."* (Engineering)
29. A standard bus shelter pad shall be installed at the southwest corner of Westbrook Boulevard and Benchmark Drive/Holt Parkway, along southbound Westbrook Boulevard between Benchmark Drive and Creekpark Drive, adjacent to parcel C-20. The location of the bus shelter pad shall conform to City design standards and be approved by Engineering and Alternative Transportation. (Engineering, Alternative Transportation)
30. Grading around the bus shelter shall be approved by Engineering and Alternative Transportation to facilitate shelter maintenance (Engineering, Alternative Transportation).
31. Developer shall be responsible for the installation cost of a bus shelter and related improvements conforming to the city's current standards on the shelter pad as conditioned above. Upon installation and final inspection by the City of Roseville, the bus shelter and related improvements shall become property of the City of Roseville. The Developer and City shall enter into a construction fee agreement or other agreement based upon a construction cost of \$10,000 per shelter for future construction of the Bus Shelter at the southwest corner of Westbrook Boulevard and Benchmark Drive/Holt Parkway, along southbound Westbrook Boulevard between Benchmark Drive and Creekpark Drive, adjacent to parcel C-20 (shelter number 290). (Engineering, Alternative Transportation)

32. The applicant shall dedicate all necessary rights-of-way for the widening of any streets required with this entitlement. A separate document shall be drafted for approval and acceptance by the City of Roseville, and recorded at the County Recorder's Office. (Engineering)
33. The applicant shall dedicate a separate drainage easement to the City of Roseville for the storm drain facility required to transfer public storm waters through the site. The easement document shall be drafted for approval and acceptance by the City of Roseville, and recorded at the County Recorder's Office. (Engineering)
34. The grading plans for the site shall be accompanied with a shed map that defines that area tributary to this site. All drainage facilities shall be designed to accommodate the tributary flow. All on-site storm drainage shall be collected on site and shall be routed to the nearest existing storm drain stub of natural drainage course. (Engineering)
35. All storm drainage, including roof drains, shall be collected on site and treated with Best Management Practices (BMP's) per the City's Stormwater Quality Design Manual. All storm water shall be routed to the nearest existing storm drain system or natural drainage facility. Drain outfalls shall extend down to the receiving water and shall be constructed with adequate velocity attenuation devices. The grading/improvement plans for the site shall be accompanied with a shed map that defines that area tributary to this site and all drainage facilities shall be designed to accommodate the tributary flow. If located within a private subdivision, the storm drain system and proposed BMP's shall be privately owned and maintained by the property owner, unless otherwise identified on the approved tentative map. Prior to the issuance of any permits, the owner shall provide a plan for the maintenance of the proposed BMP's. (Engineering)
36. Prior to approval of improvement plans, drainage calculations must be submitted that are consistent with the Drainage and Stormwater Master Plan for Creekview or the Drainage and Stormwater Master Plan shall be amended as necessary to accommodate any change in sheds. Detention and drainage swales shall also be consistent with the Drainage and Stormwater Master Plan or the Drainage and Stormwater Master Plan shall be amended to reflect any proposed changes. (Engineering)
37. Prior to approval of grading within the Open Space, the developer shall provide a plan that demonstrates that the proposed detention storage volume used to mitigate the 100 year peak flows match the requirements as identified in the Creekview Drainage and Stormwater Master Plan. (Engineering)
38. The grading plans shall be accompanied with engineered structural calculations for all retaining walls greater than 4 feet in height. All retaining walls shall be of either split faced masonry units, keystone type construction, or cast in place concrete with fascia treatment. (Engineering)
39. The developer shall be responsible for any necessary relocation of signal interconnect cables that may require re-location as a result of the construction of turn lanes and/or driveways. (Engineering)
40. To ensure that the design for any necessary widening, construction, or modifications of Public Streets does not conflict with existing dry utilities generally located behind the curb and gutter, and prior to the submittal of design drawings for those frontage improvements, the project proponent shall have the existing dry utilities pot holed for verification of location and depth. (Engineering)
41. Sight distances for all driveways shall be clearly shown on the improvement plans to verify that minimum standards are achieved. It will be the responsibility of the project proponent to provide appropriate landscaping and improvement plans, and to relocate and/or modify existing facilities as needed to meet these design objectives. (Engineering)
42. Improvement plans shall show the Preserve boundary and label it as a protected area. The Pre-Construction meeting shall address the presence of the Preserve, the sensitive habitats present and minimization of disturbance to the Preserve. During grading and construction the preserve area shall

be avoided and shall not be used for parking, storage, or project staging. The contractor shall remove all trash blown into the preserve from adjacent construction on a daily basis. After construction is complete, the temporary fencing shall be removed from the preserve, along with all temporary erosion control measures (e.g., straw bales, straw waddles and stakes, silt fencing). (Engineering, Development Services, Planning)

43. Prior to construction within any phase of the project, high visibility temporary construction fencing shall be installed along the parcel adjacent to the Preserve. Fencing shall be maintained daily until permanent fencing is installed, at which time the temporary fencing shall be removed from the project site. (Engineering, Development Services, Planning)
44. With the exception of access required for maintenance and/or emergency vehicles, the project shall be designed to prevent vehicle access into the Preserve. Post and cable fencing or other improvements shall be utilized to meet this requirement. (Engineering, Development Services, Planning)
45. Landscaping adjacent to the Preserve shall be California native, drought-tolerant groundcover, shrubs, plants, and trees. (Development Services, Planning)
46. **Prior to the approval of the Improvement Plans**, the project proponent shall provide proof of preparation and submittal of a Storm Water Pollution Prevention Plan (SWPPP) to the Regional Water Quality Control Board (RWQCB). Proof shall be in the form of the Waste Discharge Identification Number (WDID#), provided to the applicant from RWQCB, placed on the coversheet of the improvement plans. Upon approval of the improvement plans, a copy of the SWPPP shall be required onsite and available for viewing by City inspection staff upon request. (Engineering)
47. Developer agrees that the Property shall be subject to and shall pay the City Traffic Mitigation Fee ("TMF"). To the extent that the Traffic Mitigation Fee adopted is higher than that charged in the West Roseville Specific Plan Area, Developer shall pay the difference as surcharge to future TMF obligations on the per-DUE basis for the remaining DUEs within the CSP. To the extent that the TMF adopted for the CSP is lower than that charged in the West Roseville Specific Plan Area, Developer shall receive a credit against future TMF payments until such time as the amount of the overpayment is exhausted. (Engineering)
48. Prior to the issuance of a grading permit or approval of Improvement Plans, the grading plans shall clearly identify all existing water, sewer and recycled water utilities within the boundaries of the project (including adjoining public right of way). Existing utilities shall be identified in plan-view and in profile-view where grading activities will modify existing site elevations over top of or within 15 feet of the utility. Any utilities that could potentially be impacted by the project shall be clearly identified along with the proposed protection measures. The developer shall be responsible for taking measures and incurring costs associated with protecting the existing water, sewer and recycled water utilities to the satisfaction of the Environmental Utilities Director. (Environmental Utilities)
49. Water and sewer infrastructure shall be designed and constructed pursuant to the adopted City of Roseville Improvement Standards and Construction Standards and shall reflect the following:
 - a. Sewer and water service laterals shall not be allowed off of water and sewer mains larger than 12 inches in diameter.
 - b. Utilities or permanent structures shall not be located within the area which would be disturbed by an open trench needed to expose sewer trunk mains deeper than 12 feet unless approved by Environmental Utilities in these conditions. The area needed to construct the trench is a sloped cone above the sewer main. The cone shall have 1:1 side slopes.

- c. Water and sewer mains shall not exceed a depth of 12 feet below finished grade, unless authorized in these conditions.
 - d. All sewer manholes shall have all-weather 10-ton vehicular access unless authorized by these conditions. (Environmental Utilities)
50. Recycled water infrastructure shall be designed pursuant to the adopted City of Roseville Improvement Standards and the City of Roseville Construction Standards. The applicant shall pay all applicable recycled water fees. Easements shall be provided as necessary for recycled water infrastructure. (Environmental Utilities)
51. Any backflow preventers visible from the street shall be painted green to blend in with the surrounding landscaping. The backflow preventers shall be screened with landscaping and shall comply with the following criteria:
- a. There shall be a minimum clearance of four feet (4'), on all sides, from the backflow preventer to the landscaping.
 - b. For maintenance purposes, the landscaping shall be installed on a maximum of three sides and the plant material shall not have thorns.
 - c. The control valves and the water meter shall be physically unobstructed.
 - d. The backflow preventer shall be covered with a green cover that will provide insulation. (Environmental Utilities)
52. A note shall be added to the Improvement Plans stating that all water backflow devices shall be tested and approved by the Environmental Utilities Department prior to the Notice of Completion for the improvements. (Environmental Utilities)
53. Residential units located in dead ends/alleys shall bring their refuse bins to a designated area on the main street. Wording to this effect should be provided in the CC&R's (Refuse)
54. Fire hydrants shall be located as required by the Fire Department. The maximum distance between fire hydrants shall not exceed 500' on center. (Fire)
55. Minimum fire flow is 1,500 gallons per minute with 20 pounds of residual pressure. The fire flow and residual pressure may be increased, as determined by the Fire Marshall, where the project utility lines will serve non-residential uses. (Fire)
56. Any facilities proposed for placement within public/electric utility easements shall be subject to review and approval by the Electric Department before any work commences in these areas. This includes, but is not limited to, landscaping, lighting, paving, signs, trees, walls, and structures of any type. (Electric)
57. All Electrical Department facilities, including street lights where applicable, shall be designed and built to the "City of Roseville Specifications for Residential Trenching". (Electric)
58. The design for electrical service for this project will begin when the Electric Department has received a full set of improvement plans for the project. (Electric)
59. All landscaping in areas containing electrical service equipment shall conform to the "Electric Department Landscape Design Requirements" as outlined in Section 7.00 of the Electric Department's "Specifications for Residential Trenching." (Electric)

60. The location and design of the gas service shall be determined by PG&E. The design of gas service for this project shall not begin until PG&E has received a full set of City approved improvement plans for the project. (PG&E)
61. It is the developer's responsibility to notify PG&E of any work required on PG&E facilities. (PG&E)
62. A master irrigation plan for the major roadways where City-maintained landscaping will be located shall be submitted with the first set of improvement plans at the first submittal. The plan shall show point of connections, meters, and mainlines, and any conflicts with PG&E lines. (Parks)
63. A master access plan showing where service vehicles can access the open space shall be submitted with the first set of improvement plans at the first submittal. (Parks)
64. The lettered lots adjacent to the open space parcels shall be cleared, grubbed, and with a grouted cobble with weed barrier fabric. (Parks)

PRIOR TO OR UPON RECORDATION OF FINAL/PARCEL MAP

65. The following easements shall be provided and shown on the Final Map or by separate instrument, unless otherwise provided for in these conditions:
 - a. Refer to the Tentative Map for all public utilities easement along all road frontages;
 - b. Water and sewer easements;
 - c. The applicant shall dedicate a separate easement to the City of Roseville for future bus stops at the following locations:
 - i. At the southwest corner of Westbrook Boulevard and Benchmark Drive/Holt Parkway, along southbound Westbrook Boulevard between Benchmark Drive and Creekpark Drive, adjacent to parcel C-20. (Environmental Utilities, Alternative Transportation, Electric, Engineering)
66. All existing easements shall be maintained, unless otherwise provided for in these conditions. (Environmental Utilities, Electric, Engineering)
67. Separate document easements required by the City shall be prepared in accordance with the City's "Policy for Dedication of Easements to the City of Roseville". All legal descriptions shall be prepared by a licensed land Surveyor. (Alternative Transportation, Environmental Utilities, Electric, Engineering)
68. A declaration of Conditions, Covenants and Restrictions (CC&Rs), in a form approved by the City Attorney, shall be recorded on the entire property concurrently with the Final/Parcel Map. The CC&Rs shall include the following items: (Attorney, Planning)
 - a. A clause prohibiting the amendment, revision or deletion of any sections in the CC&Rs required by these conditions of approval without the prior written consent of the City Attorney.
 - b. A clause excluding any property owned by the City from the terms of the CC&Rs.
 - c. Residential units in courts, alleys, or other dead-end areas shall be required to bring their trash bins to a designated trash pickup area on the main street, because refuse trucks are not able to turn around in dead end streets for Parcels C-21 and C-22. Designated pick-up areas shall be established to Environmental Utilities satisfaction, and shall be memorialized in the CC&Rs. (Environmental Utilities)
69. The City shall not approve the Final Map for recordation until either:

- a. A subdivision agreement is entered into along with the necessary bonds and insurance as required by the City. Said agreement shall be in a form acceptable to the City Attorney.

OR

- b. The improvement plans are approved, and the improvements are constructed and accepted as complete. In this case, the subdivider shall enter into a one-year maintenance agreement concurrent with the recordation of the Final Map. (Engineering)

70. Any structures crossing Lot/Parcel lines created by the Final/Parcel map shall be removed. (Engineering)

71. Street names shall be approved by the City of Roseville. (Engineering)

72. The Final/Parcel Map shall include an irrevocable offer to dedicate public rights-of-way and public and/or private easements as required by the City. Lettered Lot//Parcel along major roads shall be dedicated as landscape/pedestrian/public utility easements and in fee to the City as open space. (Engineering)

73. The words "traffic control appurtenances" shall be included in the list of utilities allowed in public utilities easements (PUE's) located along public roadways. (Engineering)

74. The Final/Lot/Parcel/Parcel Map shall be submitted per, "The Digital Submittal of Cadastral Surveys". Submittal shall occur after Engineering approval but prior to Council approval. (Engineering)

75. *The cost of any facilities which are identified in the CIP and are beyond those needed for this project may be reimbursed to the developer. In accordance with §66485 and §66486 of the Subdivision Map Act, any improvements constructed by the subdivider which contain supplemental size, capacity, number, or length for the benefit of property not within the subdivision and which improvements are to be dedicated to the public, the subdivider shall be entitled to reimbursement for that portion of the cost of the improvements which is in excess of the construction required for the subdivision. (Engineering)

76. Electric construction costs incurred by the City of Roseville Electric Department for this project shall be paid for by the developer per the applicable policy. (Electric)

77. The Environmental Utilities Department shall make a determination that there is adequate conveyance and treatment capacity in the City sewer system to handle the newly created Lot/Parcels. (Environmental Utilities)

78. The applicant shall pay all applicable water and sewer fees. (Environmental Utilities)

OTHER CONDITIONS OF APPROVAL

79. The applicant shall pay City's actual costs for providing plan check, installation and inspection services. This may be a combination of staff costs and direct billing for contract professional services. (Environmental Utilities, Engineering)

80. Any relocation, rearrangement, or change to existing electric facilities due to this development shall be at the developer's expense. (Electric)

81. It is the responsibility of the developer to insure that all existing electric facilities remain free and clear of any obstructions during construction and when the project is complete. (Electric)

82. All residential units must install a Seasonal Energy Efficiency Rating ("SEER") of 2 points above the minimum, as defined by the State of California in the current Title 24 of the Code of California regulations, up to a total maximum of 16 points including the 2 point premium, an Energy Efficiency Ratio ("EER") of 12 or greater, and a thermal expansion valve "TXV". The SEER rating of 2 points above the minimum, as defined by the current Title 24, up to a maximum of 16 points, and an EER

rating of 12 or greater along with a TXV will be specified on building plans and Title 24 compliance certificates at the time building permits are requested. If Title 24 of the Code of California Regulations in effect at the time of request for building permits requires higher SEER or EER ratings, residential units in the Plan Area shall comply with such State requirements. The SEER and EER ratings will be verified with appropriate documentation. These requirements shall be utilized in the overall energy compliance calculations required for issuance of a building permit for any residential unit. Any variances must be approved by the Electric Department's Retail Energy Services Department. (Building, Electric)

83. Existing public facilities damaged during the course of construction shall be repaired by the applicant, at the applicant's expense, to the satisfaction of the City. (Engineering)
84. The project is subject to the noise standards established in the City's Noise Ordinance. In accordance with the City's Noise Ordinance project construction is exempt between the hours of seven a.m. and seven p.m. Monday through Friday, and between the hours of eight a.m. and eight p.m. Saturday and Sunday. Provided, however, that all construction equipment shall be fitted with factory installed muffling devices and that all construction equipment shall be maintained in good working order. (Engineering)
85. If site survey or earth moving work results in the discovery of hazardous materials in containers or what appears to be hazardous wastes released into the ground, the contractor shall notify the Roseville Fire Department immediately. A representative from the Fire Department will make a determination as to whether the incident is reportable or not and if site remediation is required. Non-emergency releases or notifications about the presence of containers found shall be reported to the Fire Department. (Fire)
86. All plant material shall be maintained under a 30 calendar day establishment period after initial planting. Upon completion of the establishment period, all plant material shall remain under warrantee for an additional 9 months minimum. Any plant material which does not survive during the establishment period shall be immediately replaced. Any trees or shrubs which do not survive during the warrantee period shall be replaced one month prior to the end of the warrantee period. Tree or shrub replacement made necessary due to acts of God, neglect or vandalism shall be exempt from the warrantee. (Parks, Recreation, and Libraries)

CONDITIONS OF APPROVAL FOR THE LARGE LOT TENTATIVE SUBDIVISION MAP

MODIFICATION – FILE #PL20-0201

1. The Tentative Subdivision Map is approved as shown in Exhibit F, and as conditioned or modified below. (Planning)
2. The project is subject to the previously approved conditions of approval for File #PL14-0522 (Attachment 2), except as conditioned or modified below. (Planning)
3. The project shall comply with all applicable environmental mitigation measures identified in the Creekview Specific Plan EIR and subsequent Addendum, and shall include all applicable mitigation measures as notes on the improvement plans. (Planning)
4. The Tentative Subdivision Map shall not be deemed approved until the actions on the General Plan Amendment, Specific Plan Amendment, Rezone, and Development Agreement are approved and become effective. (Planning)

**CONDITIONS OF APPROVAL FOR THE SMALL LOT TENTATIVE SUBDIVISION MAP
MODIFICATION – FILE #PL20-0201**

1. The Tentative Subdivision Map is approved as shown in Exhibits G, and as conditioned below. (Planning)
2. The project is subject to the previously approved conditions of approval for File #PL14-0522 (Attachment 2), except as conditioned or modified below. (Planning)
3. The applicant shall demonstrate and install all-weather road access on both sides of Pleasant Grove Creek to access open space parcels for maintenance, and biological monitoring. The plan of access shall be approved by Planning, Fire and Parks & Recreation. The all-weather access shall be provided prior to substantial completion of the first subdivision within Parcels C-1 and C-2. (Fire, Parks, Recreation, and Libraries)
4. The project shall comply with all applicable environmental mitigation measures identified in the Creekview Specific Plan EIR and subsequent Addendum, and shall include all applicable mitigation measures as notes on the improvement plans. (Planning)
5. The Tentative Subdivision Map shall not be deemed approved until the actions on the General Plan Amendment, Specific Plan Amendment, Rezone, and Development Agreement are approved and become effective. (Planning)
6. A standard bus shelter turnout and pad shall be installed in the following locations:
 - a. Northeast corner of Westbrook Boulevard at Holt Parkway, adjacent to Parcel C-6. (Alternative Transportation)

ATTACHMENTS

1. 2nd Addendum to the CSP EIR
2. PL14-0522 Conditions of Approval

EXHIBITS

- A. GPA and SPA Exhibit
- B. CSP Redlines
- C. Rezone Exhibit
- D. Draft Second Amendment of the Creekview DA
- E. Tentative Subdivision Map (Parcel C-20, C-21, & C-22)
- F. Large Lot Tentative Subdivision Map Modification
- G. Small Lot Tentative Subdivision Map Modification

NOTE: Attachments 1 and Exhibits A-D are not included as part of CC Attachment 1 (Planning Commission Staff Report) because they are already included as attachments and exhibits to the August 18, 2021 City Council Communication.

Note to Applicant and/or Developer: Please contact Planning Division staff at (916) 774-5276 prior to the Commission meeting if you have any questions on any of the recommended conditions for your project. If you challenge the decision of the Commission in court, you may be limited to raising only those issues which you or someone else raised at the public hearing held for this project, or in written correspondence delivered to the Planning Manager at, or prior to, the public hearing.



Development Services
Planning Division
311 Vernon Street
Roseville, CA 95678

January 29, 2016

Granite Bay Development, LLC
Attn: David Ragland/Steve Porter
4210 Douglas Blvd., Suite 300
Roseville, CA 95746

Mackay & Soms
Attn: Mark Sauer
1552 Eureka Rd., Suite 100
Roseville, CA 95661

SUBJECT: Project Name: Tentative Subdivision Map for Creekview Specific Plan
File #: PL14-0522
City Wide Job #: 150025

On **JANUARY 28, 2016**, the Planning Commission **RECOMMENDED APPROVAL** of a request for a **SPECIFIC PLAN AMENDMENT** to transfer 68 residential units between 23 Creekview Specific Plan large lot parcels resulting in unit adjustment in excess of 20% on Parcels C25 C26 and **APPROVED** the request for a **TENATIVE SUBDIVISION MAP** to accommodate minor acreage adjustments to the specific plan large lots and create 850 single-family lots and eight (8) open space/paseo lots over 15 large lot parcels, a **DESIGN REVIEW FOR RESIDENTIAL SUBDIVISION** to approve conceptual home plans, and a **TREE PERMIT** to remove 73 trees to accommodate development of the proposed subdivisions located at **3000 WESTBROOK BLVD.**

ADVISORY ACTION

The Planning Commission action on the **SPECIFIC PLAN AMENDMENT** is a recommendation and does not grant the applicant any entitlement. These items require action by the City Council. The City Council will consider these items at a later date.

EXPIRATION DATE

You have two (2) years from the date of the Planning Commission's approval in which to effectuate the permit and record the final map, or else the **TENATIVE SUBDIVISION MAP**, the **DESIGN REVIEW FOR RESIDENTIAL SUBDIVISION** and the **TREE PERMIT** approval becomes null and void.

The expiration date of this request is **JANUARY 28, 2018.**

FEE NOTIFICATION

Per Government Code Section 66000, et seq, this notice shall serve as notification that the 90 day appeal period has begun in which the applicant may protest the imposition of fees, dedications, reservations, or other exactions imposed under the provisions of Government Code Section 66020 to the City Council. The appeal shall be filed in writing or on a form provided by the City stating the reasons for the appeal as provided for in Government Code Section 66020. **The appeal shall be filed with the City Clerk.**

APPEAL PROCEDURE

The decision of the Planning Commission is final unless appealed. This decision must be appealed to the **City Council** by filing a written appeal and paying the required fee **within ten (10) calendar days of, 2015. The appeal shall be filed with the City Clerk.**

You may be precluded from filing a lawsuit to challenge this decision unless you use this opportunity for administrative appeal and raise any issues you believe to be wrongly decided.

Persons wishing to commence a court case challenging this decision must do so within ninety (90) days of the final decision (after all administrative appeals are exhausted) pursuant to Code of Civil Procedures Section 1094.6. (See Roseville City Council Resolution No. 82-8I)

CONDITIONS OF APPROVAL

TENTATIVE SUBDIVISION MAP

1. The approval of a Tentative Map and/or tentative site plan does not constitute approval of proposed improvements as to size, design, materials, or location, unless specifically addressed in these conditions of approval. (Engineering)
2. The design and construction of all improvements shall conform to the Design and Construction Standards of the City of Roseville, or as modified by these conditions of approval, or as directed by the City Engineer. (Engineering)
3. The developer shall not commence with any on-site improvements until such time as grading and/or improvement plans are approved and grading, underground utility and/or encroachment permits are issued by the Engineering Division. (Engineering)
4. The applicant shall pay City's actual costs for providing plan check, mapping, GIS, and inspection services. This may be a combination of staff costs and direct billing for contract professional services. (Engineering, Environmental Utilities, Finance)
5. Prior to the issuance of any improvement plans owner must have obtained issuance of a 404 permit as defined by the Development Agreement between the City of Roseville and Granite Bay. (Engineering)

6. The applicant shall provide a future all-weather accessible crossing of University Creek capable of providing emergency and maintenance vehicle access to areas north of the creek, to the satisfaction of Planning, Fire, and Parks & Recreation. Development of an access road to the crossing or beyond the crossing is not required. The all-weather accessible crossing shall be provided prior to substantial completion of the first subdivision within Parcels C-1 or C-2. (Fire, Park, Recreation & Libraries)

PRIOR TO ISSUANCE OF A GRADING PERMIT AND/OR IMPROVEMENT PLANS

7. Landscape Plans shall be submitted with the Improvement Plans for all landscape corridors and all landscaped common areas. Landscaping shall be installed prior to approval of the Certificate of Completion for the subdivision and/or infrastructure improvements. The landscape plan shall comply with the CSP and the City of Roseville Water Efficient Landscape Requirements (Resolution 93-55). (Planning, Engineering, Parks, Fire, Environmental Utilities)
8. Grading around the native oak trees or other natural features shall be as shown on the improvement plans or as approved in these conditions. (Planning)
9. The applicant shall submit to the Engineering Department the appropriate Army Corps of Engineers permit or clearance, the California Department of Fish and Game Stream Bed Alteration Agreement, and/or the Regional Water Quality Control Board Water Quality Certificate. (Planning)
10. Improvement plans shall include Neighborhood Entry detail, including masonry wall and fence detail, (architectural design for wall, fence & pilasters), and pilaster locations in accordance with the CSP Design Guidelines. (Planning, Engineering)
11. The applicant shall submit to the Engineering Division the appropriate Army Corps of Engineers permit or clearance, the California Department of Fish and Game Stream Bed Alteration Agreement, and/or the Regional Water Quality Control Board Water Quality Certificate. (Planning, Engineering)
12. The grading and improvement plans shall be designed in accordance with the City's Design and Construction Standards and shall reflect the following:
 - a) Street improvements including, but not limited to, curb, gutter, sidewalk, pavement, drainage systems, traffic striping, signing, medians and markings, etc. along all existing and proposed City streets, as required by Engineering.
 - b) Grading shall comply with the City grading ordinance.
 - c) A rough grading and/or underground utility permit may be approved by the Engineering Division prior to approval of the improvement plans.
 - d) Access to the floodplain as required by Engineering and the Streets Divisions.
 - e) Standard access ramps shall be installed at all curb returns per City Standards. (Engineering)

13. For all work to be performed off-site, permission to enter and construct shall be obtained from the property owner, in the form of a notarized right-of-entry. Said notarized right-of-entry shall be provided to Engineering prior to approval of any plans. (Engineering)
14. The applicant shall apply for and obtain an encroachment permit from the Engineering Division prior to any work conducted within the City right-of-way. (Engineering)
15. The applicant shall remove and reconstruct any existing damaged curb, gutter, and sidewalk along the property frontage. During site inspection, Engineering will designate the exact areas to be reconstructed. (Engineering)
16. All Lots/Parcels shall conform to Class 1 drainage, pursuant to the adopted City of Roseville Design and Construction Standards, except as shown on the tentative map, as approved in these conditions or as otherwise approved by the City Engineering. (Engineering)
17. Prior to the approval of the improvement plans, it will be the project proponent's responsibility to pay the standard City Trench Cut Recovery Fee for any cuts within the City streets that are required for the installation of underground utilities. (Engineering)
18. The CSP shall be mass graded in conformance with the Development Agreement and consistent with the approved Utility and Roadway Phasing Guide. (Engineering)
19. Per Section 3.10.5 of the Development Agreement, the Pleasant Grove Creek Bypass Channel Improvements shall be constructed with the first phase of construction and be deemed substantially complete by the City prior to issuance of the first building permit. (Engineering)
20. All pad grades shall be elevated to a minimum of 2-feet above the 100-year water surface elevation, based on the future, fully-developed condition of the watershed upstream of the project, or, all finished floor elevations shall be elevated to a minimum of 2-feet above the 200-year water surface elevation, based on the future, fully-developed condition of the watershed upstream of the project, whichever is greater in elevation. (Engineering)
21. Prior to the issuance of grading permits, the applicant shall obtain a Conditional Letter of Map Revision (CLOMR) from FEMA for the proposed grading shown within the FEMA Special Revision Flood Hazard Area. The applicant shall also obtain a Letter of Map Revision (LOMR) from FEMA prior to issuance of building permits for any structure located within the current FEMA floodplain. (Engineering)
22. A note shall be added to the grading plans that states:
"Prior to the commencement of grading operations, the contractor shall identify the site where the excess/borrow earthen material shall be imported/deposited. If the borrow/deposit site is within the City of Roseville, the contractor shall produce a report issued by a geotechnical engineer to verify that the exported materials are suitable for the intended fill, and shall show proof of all approved grading plans. Haul routes to be used shall be specified." (Engineering)

23. A standard bus shelter turnout and pad shall be installed in the following locations:

- Northwest corner of Blue Oaks Blvd. at Westbrook Blvd.
- Northeast corner of Westbrook Blvd. at Holt Parkway
- Southwest corner of Westbrook Blvd. at Benchmark Dr.
- Northeast corner of Westbrook Blvd. at Creekview Plaza C-24 (Shelter #288 & #291)
- Southwest corner of Westbrook Blvd. at Creekview Plaza C-29

The two stops on Creekview Plaza Drive and the two stops on Westbrook Boulevard at Creekview Plaza Drive shall include stubs for electricity and fiber. (Engineering)

24. Developer shall be responsible for the installation of a bus shelter and related improvements conforming to the city's current standards on the shelter pad as conditioned above. The Developer and City may enter into a deferred improvement or other agreement based upon a construction cost of \$10,000 per shelter for future construction of the following Bus Shelters:

- Northbound Westbrook Blvd at the northeast corner of Westbrook Blvd. at Holt Parkway (Shelter #289). The agreement for this shelter shall be executed prior to approval of improvement plans for Village C-6.(Engineering, Transit)

25. Per Section 3.12.6 of the Creekview Development Agreement, the mass grading plans and/or subdivision grading plans adjacent to the open space shall include rough grading for the open space bike trails and extension of subdivision drainage facilities as needed to accommodate the trails, consistent with the tentative map and the existing bridge planning studies as may be updated to meet the freeboard requirements of the Central Valley Flood Protection The developer shall be responsible for the cost of preliminary design, necessary permits and resource mitigation, rough grading and extension of drainage facilities without reimbursement. (Alternative Transportation, Engineering)

26. Per Section 3.12.6 of the Creekview Development Agreement, bike trail construction may be incorporated into the project improvement plans per the following:

- a) Prior to approval of improvement plans for subdivisions adjacent to open space trails, the developer shall submit a cost estimate for design and construction of adjoining trail improvements, including bridge abutments and bridges.
- b) If the City determines that sufficient funding is available all or part of the adjoining trail shall be included with the project improvements and the City and developer shall enter into a reimbursement agreement for the work.
- c) If sufficient funds are not available, the City shall be responsible for trail construction at a later date, except the city may elect to have developer construct the westerly bridge abutments, with reimbursement being made to the constructing party over time as funds become available and in accordance with a reimbursement agreement between the City and the developer. (Alternative Transportation, Engineering)

27. The applicant shall dedicate all necessary rights-of-way for the widening of any streets required with this entitlement. A separate document shall be drafted for approval and acceptance by the City of Roseville, and recorded at the County Recorder's Office. (Engineering)
28. The proposed arterial roadways shall be constructed and funded as set forth in Section 3.5.2 of the Development Agreement. Developer shall enter into a Funding, Construction and Acquisition Agreement with the City for those improvements in excess of Developer's obligation. (Engineering)
29. All bridge crossings, both vehicular and pedestrian, shall be designed to meet the freeboard standards of the Central Valley Flood Protection Board. The freeboard shall be measured from the soffit of the bridge to the 200-year water surface elevation. (Engineering, Alternative Transportation)
30. Traffic Signals shall be constructed and funded as set forth in Section 3.5.7 of the Development Agreement. Temporary traffic signals installed on Blue Oaks Blvd or Westbrook Blvd, in locations other than their ultimate locations, shall not be eligible for reimbursements as outlined in Section 3.5.7 of the Development Agreement. (Engineering)
31. Reimbursements to the West Roseville Specific Plan for oversized improvements serving the CSP, shall be reimbursed per Section 3.25 of the Development Agreement. (Engineering)
32. Phasing of infrastructure improvements shall be consistent with the Development Agreement and the approved "Utility and Roadway Phasing Guide" prepared by MacKay & Soms for the CSP. Phase 1 & 2 shall be considered sequential phasing, meaning Phase 1 improvements shall be deemed substantially complete prior to Phase 2 improvements being deemed substantially complete. All other phases may develop independently per the "Utility and Roadway Phasing Guide". (Engineering)
33. The grading plans for the site shall be accompanied with a shed map that defines that area tributary to this site. All drainage facilities shall be designed to accommodate the tributary flow. All on-site storm drainage shall be collected on site and shall be routed to the nearest existing storm drain stub of natural drainage course. (Engineering)
34. The drainage outfalls shall extend down to the receiving water and shall be constructed with adequate velocity attenuation devices. All permanent structures, including headwalls for drainage outfalls, shall be constructed within the 50-ft open space buffer, unless it can be demonstrated that the appropriate permits have been obtained by the Developer and the construction is consistent with the City's Overarching Open Space Management Plan. (Engineering)
35. Access ramps shall be provided for all drainage swales within the open space to ensure maintenance vehicles can adequately gain access to the upstream end of the swale. (Engineering)

36. The grading plans shall be accompanied with engineered structural calculations for all retaining walls greater than 4 feet in height. All retaining walls shall be of either split faced masonry units, keystone type construction, cast in place concrete with fascia treatment or rockery walls as approved by the City Engineering. (Engineering)
37. The developer shall be responsible for any necessary relocation of signal interconnect cables that may require re-location as a result of the construction of turn lanes and/or driveways. (Engineering)
38. Signal interconnect conduit shall be stubbed to parcels C-84, C-83, C-63, C-82 and C-60 with the construction of the respective roadways serving these parcels. (Parks, Environmental Utilities, Engineering)
39. To ensure that the design for any necessary widening, construction, or modifications of public streets does not conflict with existing dry utilities generally located behind the curb and gutter, and prior to the approval of design drawings for those frontage improvements, the project proponent shall have the existing dry utilities pot holed for verification of location and depth. (Engineering)
40. Sight distances for all driveways shall be clearly shown on the improvement plans to verify that minimum standards are achieved. It will be the responsibility of the project proponent to provide appropriate landscaping and improvement plans, and to relocate and/or modify existing facilities as needed to meet these design objectives. (Engineering)
41. Prior to construction within any phase of the project, high visibility temporary construction fencing shall be installed along the parcel adjacent to the Preserve. Fencing shall be maintained daily until permanent fencing is installed, at which time the temporary fencing shall be removed from the project site. (Engineering, CDD, Planning)
42. With the exception of access required for maintenance and/or emergency vehicles, the project shall be designed to prevent vehicle access into the Preserve. Post and cable fencing or other improvements shall be utilized to meet this requirement. (Engineering, CDD, Planning)
43. Landscaping adjacent to the Preserve shall be California native, drought-tolerant groundcover, shrubs, plants and trees. (CDD, Planning, Parks, Recreation & Library)
44. Prior to the approval of the Improvement Plans, the project proponent shall prepare and submit a Storm Water Pollution Prevention Plan (SWPPP) to the City, as defined by the Regional Water Quality Control Board. (Engineering)
45. Prior to the issuance of a grading permit or approval of Improvement Plans, the grading plans shall clearly identify all existing water, sewer and recycled water utilities within the boundaries of the project (including adjoining public right of way). Existing utilities shall be identified in plan view and in profile view where grading activities will modify existing site elevations over top of or within 15 feet of the utility. Any utilities that could potentially be impacted by the

project shall be clearly identified along with the proposed protection measures. The developer shall be responsible for taking measures and incurring costs associated with protecting the existing water, sewer and recycled water utilities to the satisfaction of the Environmental Utilities Director. (Environmental Utilities)

46. Water and sewer infrastructure shall be designed and constructed pursuant to the adopted City of Roseville Improvement Standards and Construction Standards and shall reflect the following:
 - a) Sewer and water service laterals shall not be allowed off of water and sewer mains larger than 12 inches in diameter. (Environmental Utilities)
 - b) Utilities or permanent structures shall not be located within the area which would be disturbed by an open trench needed to expose sewer trunk mains deeper than 12' unless approved by Environmental Utilities in these conditions. The area needed to construct the trench is a sloped cone above the sewer main. The cone shall have 1:1 side slopes. (Environmental Utilities)
 - c) Water and sewer mains shall not exceed a depth of 12' below finished grade, unless authorized in these conditions. (Environmental Utilities)
 - d) All sewer manholes shall have all-weather 10-ton vehicular access unless authorized by these conditions. (Environmental Utilities)
47. Recycled water infrastructure shall be designed pursuant to the adopted City of Roseville Improvement Standards and the City of Roseville Construction Standards. The applicant shall pay all applicable recycled water fees. Easements shall be provided as necessary for recycled water infrastructure. (Environmental Utilities)
48. Any backflow preventers visible from the street shall be painted green to blend in with the surrounding landscaping. The backflow preventers shall be screened with landscaping and shall comply with the following criteria:
 - a) There shall be a minimum clearance of four feet (4'), on all sides, from the backflow preventer to the landscaping.
 - b) For maintenance purposes, the landscaping shall be installed on a maximum of three sides and the plant material shall not have thorns.
 - c) The control valves and the water meter shall be physically unobstructed.
 - d) The backflow preventer shall be covered with a green cover that will provide insulation. (Environmental Utilities)
49. Recycled water infrastructure shall be designed pursuant to the adopted City of Roseville Improvement Standards and the City of Roseville Construction Standards. The applicant shall pay all applicable recycled water fees. Easements shall be provided as necessary for recycled water infrastructure. (Environmental Utilities)

50. A note shall be added to the Improvement Plans stating that all water backflow devices shall be tested and approved by the Environmental Utilities Department prior to the Notice of Completion for the improvements. (Environmental Utilities)
51. Refuse truck cannot service lots on dead end alleys in C-25 & 26. Resident will need to bring their trash out to the main road. A designated area and signage for pick up is required. Wording regarding this should be included in the CC&Rs. (Environmental Utilities)
52. Fire hydrants shall be located as required by the Fire Department. The maximum distance between fire hydrants shall not exceed 500' on center. (Fire)
53. Minimum fire flow is 1,500 gallons per minute with 20 lbs. residual pressure. The fire flow and residual pressure may be increased, as determined by the Fire Marshall, where the project utility lines will serve non-residential uses. (Fire)
54. Framing of combustible construction cannot commence until access roads and public fire hydrants are approved by the Fire Department. (Fire)
55. If this project will be phased, the fire department requirements for access and circulation throughout shall be approved by the City for such proposal. Access road shall comply in accordance with the California Fire Code, 2013 with the City of Roseville's Amendments. A separate phasing plan shall be reviewed and approved by this department. (Fire)
56. Any facilities proposed for placement within public/electric utility easements shall be subject to review and approval by the Electric Department before any work commences in these areas. This includes, but is not limited to, landscaping, lighting, paving, signs, trees, walls, and structures of any type. (Electric)
57. All Electrical Department facilities, including street lights where applicable, shall be designed and built to the "City of Roseville Specifications for Residential Trenching". (Electric)
58. The design for electrical service for this project will begin when the Electric Department has received a full set of improvement plans for the project. (Electric)
59. All landscaping in areas containing electrical service equipment shall conform with the "Electric Department Landscape Design Requirements" as outlined in Section 7.00 of the Electric Department's "Specifications for Residential Trenching". (Electric)
60. Over-grading onto the adjacent park shall be prohibited. (Parks, Recreation & Library)
61. Drainage shall be installed on the project's property to collect increased run-off due to development. Drainage shall not daylight onto City property. (Parks, Recreation & Library)
62. Damage to any trees to be preserved, during the course of construction, shall be the property owner's responsibility. (Parks, Recreation & Library)

63. Accent lighting at entry monuments shall be above ground types. In-ground lighting will not be accepted. (Parks, Recreation & Library)
64. Signage at entry monuments shall be monolithic and bolted in place. (Parks, Recreation & Library)
65. Utilities for parks shall be coordinated with Parks, Recreation & Libraries. (Parks, Recreation & Library)
66. A master access plan for open space along the entire project shall be prepared and submitted. The plan shall show proposed vehicle access points at a frequency that allows access to the entire open space areas. The following items should be included in the plan exhibit:
 - a) The exhibit should show the location of outfalls and other open space improvements or features that require maintenance so the City can determine where open space facility maintenance access is needed.
 - b) The exhibit should show the open space resources and drainages to better understand access constraints within the preserve. Swales and drainages can cut off access to some locations.
 - c) Need confirmation that the access locations shown work for required equipment from a grade and turning radius perspective.

Once approved, the master access plan shall be included in improvement plans for phases or sub-phases. (PR&L)
67. Costs for GIS mapping of city-maintained parcels shall be part of the project costs. (Parks, Recreation & Library)
68. Locate fences and walls on the private property side of the property line. (Parks, Recreation & Library)
69. All plant material shall be maintained under a 90 calendar day establishment period after initial planting. Upon completion of the establishment period, all plant material shall remain under warrantee for an additional 9 months minimum. Any plant material which does not survive during the establishment period shall be immediately replaced. Any trees or shrubs which do not survive during the warrantee period shall be replaced one month prior to the end of the warrantee period. Tree or shrub replacement made necessary due to acts of God, neglect or vandalism shall be exempt from the warrantee. (PR&L)
70. Replace all references to “No Mow” turf with another plant (PR&L)
71. The location and design of the gas service shall be determined by PG&E. The design of gas service for this project shall not begin until PG&E has received a full set of City approved improvement plans for the project. (PG&E)

72. It is the developer's responsibility to notify PG&E of any work required on PG&E facilities. (PG&E)

PRIOR TO OR UPON RECORDATION OF FINAL/PARCEL MAP

73. The following easements shall be provided and shown on the Final/Parcel Map or by separate instrument, unless otherwise provided for in these conditions:
- a) A 12.5 foot wide public utilities easement along all road frontages;
 - b) Water and sewer easements; and,
 - c) If the bike trail is completed prior to City's acceptance of open space within which the trail is located, City shall be responsible for trail maintenance. In that case, the City and developer shall memorialize the maintenance obligations through recordation of a temporary maintenance and pedestrian/bike access easement. (Alternative Transportation, Engineering, Electric, Environmental Utilities)
74. Adjacent to Parcel C-51, the Class 1 Trail/sidewalk shall be installed with Benchmark Drive improvements. (Alternative Transportation)
75. Easement widths shall comply with the City's Design and Construction Standards. (Environmental Utilities, Electric, Engineering)
76. All existing easements shall be maintained, unless otherwise provided for in these conditions. (Environmental Utilities, Electric, Engineering)
77. With the recordation of the first Final Map all roadway Irrevocable Offers of Dedication (IOD's), Public Utility Easements (PUE's) and Access Easements (AE's) with rights to construct shall be dedicated, as outlined in the Development Agreement and the "Utility and Roadway Phasing Guide". (Engineering)
78. Separate document easements required by the City shall be prepared in accordance with the City's "Policy for Dedication of Easements to the City of Roseville". All legal descriptions shall be prepared by a licensed land Surveyor (Environmental Utilities, Electric, Engineering)
79. A declaration of Conditions, Covenants and Restrictions (CC&Rs), in a form approved by the City Attorney, shall be recorded on the entire property concurrently with the Final/Parcel Map. The CC&Rs shall include the following items:
- a) CC&Rs for Villages C-6, C-20, C-24, C-29 and C-30 shall disclose the location of bus stops and the possible operation of bus service in the locations identified.
 - b) CC&Rs for Villages C-25 and C-26 shall identify that direct curbside ADA Paratransit or Dial-A-Ride service will not be available to some lots along alleys.
 - c) A clause prohibiting the amendment, revision or deletion of any sections in the CC&Rs required by these conditions of approval without the prior written consent of the City Attorney. (Attorney, Planning)

80. Parcels C-50, C-51, C-52, C-53, and C-54 will not be accepted by the City, either in fee or as an easement, until after the subdivider has fulfilled the terms of the Permit from the Department of Fish and Game or Army Corps of Engineers. Upon completion of the monitoring period, the owner shall notify the City of Roseville Planning Department. (Planning, City Attorney)
81. The City shall not approve the Final Map for recordation until either:
 - a) A subdivision agreement is entered into along with the necessary bonds and insurance as required by the City. Said agreement shall be in a form acceptable to the City Attorney.
 - OR
 - b) The improvement plans are approved, and the improvements are constructed and accepted as complete. In this case, the subdivider shall enter into a one-year maintenance agreement concurrent with the recordation of the Final Map. (Engineering)
82. Any structures crossing Lot/Parcel lines created by the Final/Parcel map shall be removed. (Engineering)
83. Per the development agreement, if a bike trail is completed prior to City's acceptance of open space within which the trail is located, City shall be responsible for trail maintenance. In that case, the City and developer shall memorialize the maintenance obligations through recordation of a temporary maintenance and pedestrian/bike access easement. (Alternative Transportation, Engineering)
84. Per the Development Agreement, the developer shall pay \$20,000 for the Creekview Specific Plan area's fair share contribution towards update of the Long Range and Short Range Transit Plans and the Bicycle Master Plan. (Building, Alternative Transportation)
85. Per Section 3.5.2 of the Development Agreement, an access easement shall be granted to the Wagner Property with the recordation of the first Final Map. (Engineering)
86. The street names shall be approved by the City of Roseville. (Engineering)
87. Applicant has the option of forming a Community Facilities District – Public Facilities (CFD) for the purpose of financing the construction and/or acquisition of public infrastructure and facilities within the project area. In order to allow the CFD to be in place at the beginning of the Levy cycle, the documentation shall be provided to the Finance Department not later than March 15 of the year preceding the Levy cycle in which the CFD will become effective. (Finance)
88. A Community Facilities District – Public Services (Services CFD) shall be formed for the subject property prior to the issuance of the first residential building permit, excluding permits for model homes or certificates of occupancy for non-residential uses. This district is being formed in order to fund maintenance of landscaping, open space, trails and neighborhood parks. It is the applicant's responsibility to cooperate with the Finance

Department in preparing the appropriate documentation for the formation of the Services CFD. In order to allow the CFD to be in place at the beginning of the Levy cycle, the documentation shall be provided to the Finance Department not later than March 15 of the year preceding the Levy cycle in which the Services CFD will become effective. (Finance)

89. The subject property shall be annexed into Municipal Services District #3 (Muni CFD) prior to the issuance of the first residential building permit, excluding permits for model homes or certificates of occupancy for non-residential uses. This property is being added into this district in order to provide the funds required to offset the property's impact on City general fund resources available to pay for municipal services citywide, including the project area. It is the applicant's responsibility to cooperate with the Finance Department in preparing the appropriate documentation for the annexation of this property into the CFD. In order to allow the CFD to be in place at the beginning of the Levy cycle, the documentation shall be provided to the Finance Department not later than March 15 of the year preceding the Levy cycle in which the Muni CFD will become effective. (Finance)
90. The Final/Parcel Map shall include an irrevocable offer to dedicate public rights-of-way and public and/or private easements as required by the City. Lettered Lots/Parcels along major roads shall be dedicated in fee to the City as right of way. (Engineering)
91. The words "traffic control appurtenances" shall be included in the list of utilities allowed in public utilities easements (PUE's) located along public roadways. (Engineering)
92. The Final/Lot/Parcel/Parcel Map shall be submitted per, "The Digital Submittal of Cadastral Surveys". Submittal shall occur after Engineering approval but prior to Council approval (Engineering)
93. Electric construction costs incurred by the City of Roseville Electric Department for this project shall be paid for by the developer per the applicable policy. (Electric)
94. The Environmental Utilities Department shall make a determination that there is adequate conveyance and treatment capacity in the City sewer system to handle the newly created Lot/Parcels. (Environmental Utilities)
95. The applicant shall pay all applicable water and sewer fees. (Environmental Utilities)

OTHER CONDITIONS OF APPROVAL

96. The applicant shall pay City's actual costs for providing plan check, installation and inspection services. This may be a combination of staff costs and direct billing for contract professional services (Environmental Utilities, Engineering)
97. Any relocation, rearrangement, or change to existing electric facilities due to this development shall be at the developer's expense. (Electric)
98. It is the responsibility of the developer to insure that all existing electric facilities remain free and clear of any obstructions during construction and when the project is complete. (Electric)

99. Existing public facilities damaged during the course of construction shall be repaired by the applicant, at the applicant's expense, to the satisfaction of the City. (Engineering)
100. The project is subject to the noise standards established in the City's Noise Ordinance. In accordance with the City's Noise Ordinance project construction is exempt between the hours of seven a.m. and seven p.m. Monday through Friday, and between the hours of eight a.m. and eight p.m. Saturday and Sunday. Provided, however, that all construction equipment shall be fitted with factory installed muffling devices and that all construction equipment shall be maintained in good working order. (Engineering)
101. If site survey or earth moving work results in the discovery of hazardous materials in containers or what appears to be hazardous wastes released into the ground, the contractor shall notify the Roseville Fire Department immediately. A representative from the Fire Department will make a determination as to whether the incident is reportable or not and if site remediation is required. Non-emergency releases or notifications about the presence of containers found shall be reported to the Fire Department. (Fire)
102. Improvement plans shall show the Preserve boundary and label it as a protected area. The Pre-Construction meeting shall address the presence of the Preserve, the sensitive habitats present and minimization of disturbance to the Preserve. During grading and construction the preserve area shall be avoided and shall not be used for parking, storage, or project staging. The contractor shall remove all trash blown into the preserve from adjacent construction on a daily basis. After construction is complete, the temporary fencing shall be removed from the preserve, along with all temporary erosion control measures (e.g., straw bales, straw waddles and stakes, silt fencing). (Engineering, CDD, Planning, and Parks, Recreation & Libraries)
103. Landscape plans are required with the second submittal and shall include a master irrigation plan showing all phases of work. The master irrigation plan shall include all mainline layout/size, points of connection/sizes, controller location, valves and phasing with limit of work lines. This plan shall be included in all phased submittals. All irrigation and landscaping shall comply with the Parks Construction Standards. (Parks, Recreation & Libraries)
104. Clearly delineate City-maintained landscaping from privately maintained landscaping with a concrete mowband consistent with the Parks Construction Standards. (Parks, Recreation & Libraries)
105. For streetscapes to be City-maintained, provide a 2' bench between back of walk and toe of slope sloped away from the back of walk to decrease nuisance run-off from irrigated and landscaped slopes. (Parks, Recreation & Libraries)
106. Slopes along the developed property line and open space shall be 3:1 or less (severe). (Parks, Recreation & Libraries)

107. The dedication of parkland (future parks and/or open space) shall be deeded to the City through an Irrevocable Offer of Dedication (IOD). As a default, park and open space parcels shall be excluded from acceptance through the mapping approvals and completed as a separate deed process. (Parks, Recreation & Libraries, Development Services)
108. For Parks, the transfer of property shall be at the City's request, generally, timed to coincide with the start of the specific park design phase of work, unless otherwise noted or requested.
109. For Open Space, the transfer of property shall occur once all mitigation measures, Developer construction activity immediately surrounding the parcel and implementation measures identified in the Overarching Open Space Management Plan have been completed and verified as complete by the Open Space Division of Parks & Recreation, unless otherwise noted or requested.
110. For streetscapes to be City-maintained, the lots shall be separate parcels and accepted through the standard Certificate of Compliance (COC) process for street improvements. The establishment period shall be complete at COC unless a letter of agreement outlining establishment responsibilities beyond the COC has been executed between the City and Developer. All HOA maintained landscaping shall be clearly identified on the landscape plans at time of plan approval.
111. The project shall comply with all applicable environmental mitigation measures identified in the CSP. (Planning)

MAP ADVISORY NOTES

112. Future entitlement requests for parcels identified below shall at the discretion of the City require either the installation of a bus shelter(s) or the execution of an deferred improvement or other agreement between the developer and the City:
 - a) Parcel C-20 - Shelter #290
 - b) Parcel C-24 - Shelter #s 288 & 291
 - c) Parcel C-29 - Shelter #292
 - d) Parcel C-30 - Shelter #285
 - e) Parcel C-70 – Shelter #s 286 & 287
113. The school/park campus shall be planned and coordinated between the Developer, City and School District prior to any application or submittal to the State Architects for review and approval. (Parks, Recreation & Library)
114. Prior to the approval of each final small residential lot subdivision map containing lots for affordable purchase, (C20, C-22, & C-30) the developer shall enter into City's current Affordable Purchase Housing Agreement for such residential purchase units affordable to middle-income households. (Housing)

115. An Affordable Housing Rental Agreement shall be executed prior to issue of building permits for C-42. (Housing)

CONDITIONS OF APPROVAL FOR DESIGN REVIEW PERMIT FOR RESIDENTIAL SUBDIVISION

1. The development standards and conceptual unit designs for CSP Parcels C-25 and C-26 are approved as described in Exhibits B & C, except as modified by these conditions of approval. (Planning)
2. This permit shall expire on the same date as the Tentative Subdivision Map for 3000 Westbrook Blvd. Effectuation of this DRRS shall occur with the first residential Building Permit for Parcels C-25 or C-26. (Planning)
3. Prior to issuance of building permits for construction of homes within CSP Parcels C-25 & C-26 the home builder shall be required to submit for a second DRRS approval to revisit the proposed architecture and make adjustments based on the specific product type being proposed. Detailed information (e.g. development standards, floor plans, architectural styles, materials and color boards, etc.) shall be provided as part of the DRRS resubmittal. (Planning)
4. Any relocation or modification to the existing utility facilities or other existing improvements required for the development of the subdivisions shall be at the developer's expense. (Electric, Environmental Utilities, Engineering, Fire, Planning)
5. The landscape plan shall comply with the Landscape Guidelines for the CSP and the City of Roseville Water Efficient Landscape ordinance (currently found in the R.M.C. Chapter 19.67). (Planning)
6. The Developer shall ensure that if a residential property is improved with separated sidewalks, the residential property shall be subject to recorded CC&Rs containing a requirement that the owner of a residential unit immediately adjacent to a separated sidewalk is responsible for the maintenance of all landscaping within the landscape planter, including street trees, located between the separated sidewalk and curb, except where a Homeowners Association maintains the landscaping within the landscape planter. (Planning)
7. The project shall comply with all applicable mitigation measures required by the CSP certified by the City of Roseville on September 19, 2012, and as identified in the CSP EIR prepared for this project. (All Departments)

TREE PERMIT CONDITIONS

PRIOR TO ISSUANCE OF ANY PERMITS OR ANY CONSTRUCTION ON-SITE

1. All recommendations contained in the Arborist Report (see Exhibit J) shall be incorporated as part of these conditions except as modified herein. (Planning)

2. As indicated in Page 2 of Exhibit D, 73 trees are approved for removal with this tree permit. All other native oak trees shall remain in place. The trees to be removed shall be clearly marked in the field and inspected by Planning Staff prior to removal. Removal of the trees shall be performed by or under the supervision of a certified arborist. (Planning)
3. The developer shall be responsible for the mitigation of 1,173 inches. Mitigation shall be provided through payment of in lieu fees totaling \$138,414 (mitigated at \$118 per inch). The in lieu fees will be paid over two phases. Prior to construction in each phase, mitigation for Phase 1 shall total \$79,060.00 and Phase 2 shall total \$59,354.00. (Planning)
4. No activity shall be permitted within the protected zone of any native oak tree beyond those identified by this report. (Planning)
5. A \$10,000 cash deposit or bond for each Parcel encumbered with native oak trees (or other means of security provided to the satisfaction of the Planning Department) shall be posted to insure the preservation of all remaining trees during construction. The cash deposit or bond shall be posted in a form approved by the City Attorney. Each occurrence of a violation on any condition regarding tree preservation shall result in forfeiture of all or a portion of the cash deposit or bond. (Planning)
6. A violation of any of the conditions of this Tree Permit is a violation of the Roseville Municipal Code, the Zoning Ordinance (Chapter 19.74) and the Tree Preservation Ordinance (Chapter 19.66). Penalties for violation of any of the conditions of approval may include forfeiture of the bond, suspension or revocation of the permit, payment of restitution, and criminal penalties. (Planning)
7. A fencing plan shall be shown on the approved site plan and/or improvement plans demonstrating the Protected Zone for the affected trees. A maximum of three feet beyond the edge of the walls, driveway, or walkways will be allowed for construction activity and shall be shown on the fencing plan. The fencing plan shall be reviewed and approved by the Planning Division prior to the placement of the protective fencing. (Planning)
8. The applicant shall install a minimum of a five-foot high chain link fence (or acceptable alternative) at the outermost edge of the Protected Zone of all oak trees in construction area. The fencing for encroachments shall be installed at the limit of construction activity. The applicant shall install signs at two equidistant locations on the temporary fence that are clearly visible from the front of the lot and where construction activity will occur. The size of each sign shall be a minimum of two feet (2') by two feet (2') and must contain the following language: "WARNING THIS FENCE SHALL NOT BE REMOVED OR RELOCATED WITHOUT WRITTEN AUTHORIZATION FROM THE PLANNING DIVISION". (Planning)

9. Once the fencing is installed, the applicant shall schedule an appointment with the Planning Division to inspect and approve the temporary fencing before beginning any construction. (Planning)
10. The applicant shall arrange with the arborist to perform, and certify in writing, the completion of deadwooding, fertilization, and all other work recommended for completion prior to the approval of improvement plans. Pruning shall be done by an Arborist or under the direct supervision of a Certified Arborist, in conformance with International Society of Arboriculturalists (I.S.A.) standards. Any watering and deep root fertilization which the arborist deems necessary to protect the health of the trees as noted in the arborist report or as otherwise required by the arborist shall be completed by the applicant. (Planning)
11. A utility trenching pathway plan shall be submitted depicting all of the following systems: storm drains, sewers, water mains, and underground utilities. The trenching pathway plan shall show the proposed locations of all lateral lines. (Planning)
12. A Site Planning Meeting shall be held with the applicant, the applicant's primary contractor, the Planning Division and the Engineering Division to review this permit, the approved grading or improvement plans, and the tree fencing prior to any grading on-site. The Developer shall call the Planning and Engineering Divisions two weeks prior to the start of grading work to schedule the meeting and fencing inspection. (Planning)

DURING CONSTRUCTION

13. The following information must be located on-site during construction activities: Arborist Report; Approved site plan/improvement plans including fencing plan; and, Conditions of approval for the Tree Permit. All construction must follow the approved plans for this tree permit without exception. (Planning)
14. All preservation devices (aeration systems, oak tree wells, drains, special paving, etc.) shall be designed and installed as required by these conditions and the arborist's recommendations, and shall be shown on the improvement plans or grading plans. (Planning)
15. If any native ground surface fabric within the Protected Zone must be removed for any reason, it shall be replaced within forty-eight (48) hours. (Planning)
16. Storage or parking of materials, equipment and vehicles is not permitted within the protected zone of any oak tree. Vehicles and other heavy equipment shall not be operated within the Protected Zone of any oak tree. (Planning)

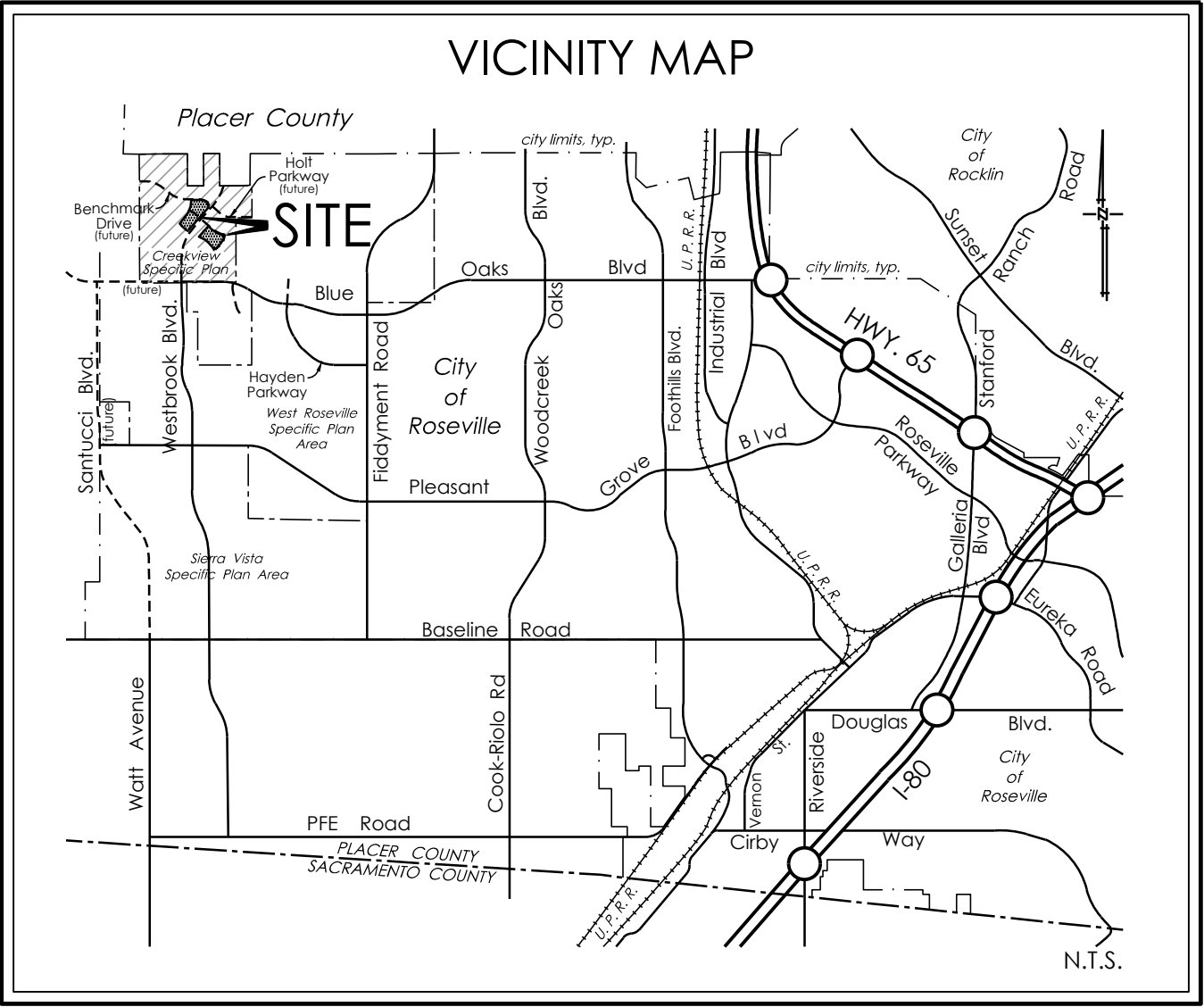
17. Where recommended by the arborist, portions of the foundation shall be hand dug under the direct supervision of the project arborist. The certified arborist shall immediately treat any severed or damaged roots. Minor roots less than one (1) inch in diameter may be cut, but damaged roots shall be traced back and cleanly cut behind any split, cracked or damaged area. Major roots over one (1) inch in diameter may not be cut without approval of an arborist and any arborist recommendations shall be implemented. (Planning)
18. The temporary fencing shall remain in place throughout the entire construction period and shall not be removed without obtaining written authorization from the Planning Division. In no event shall the fencing be removed before the written authorization is received from the Planning Division. (Planning)

PRIOR TO ISSUANCE OF AN OCCUPANCY PERMIT

19. Within 5 days of the completion of construction, a Certification Letter from a certified arborist shall be submitted to and approved by the Planning Division. The certification letter shall attest to all of the work (regulated activity) that was conducted in the protected zone of the tree, either being in conformance with this permit or of the required mitigation still needing to be performed. (Planning)
20. A copy of this completed Tree Permit Compliance Verification/Inspection form shall be submitted to the Planning Division. (Planning)
21. The approval of this Tree Permit shall expire on the same date as the CSP Tentative Subdivision Map (PL14-0522).

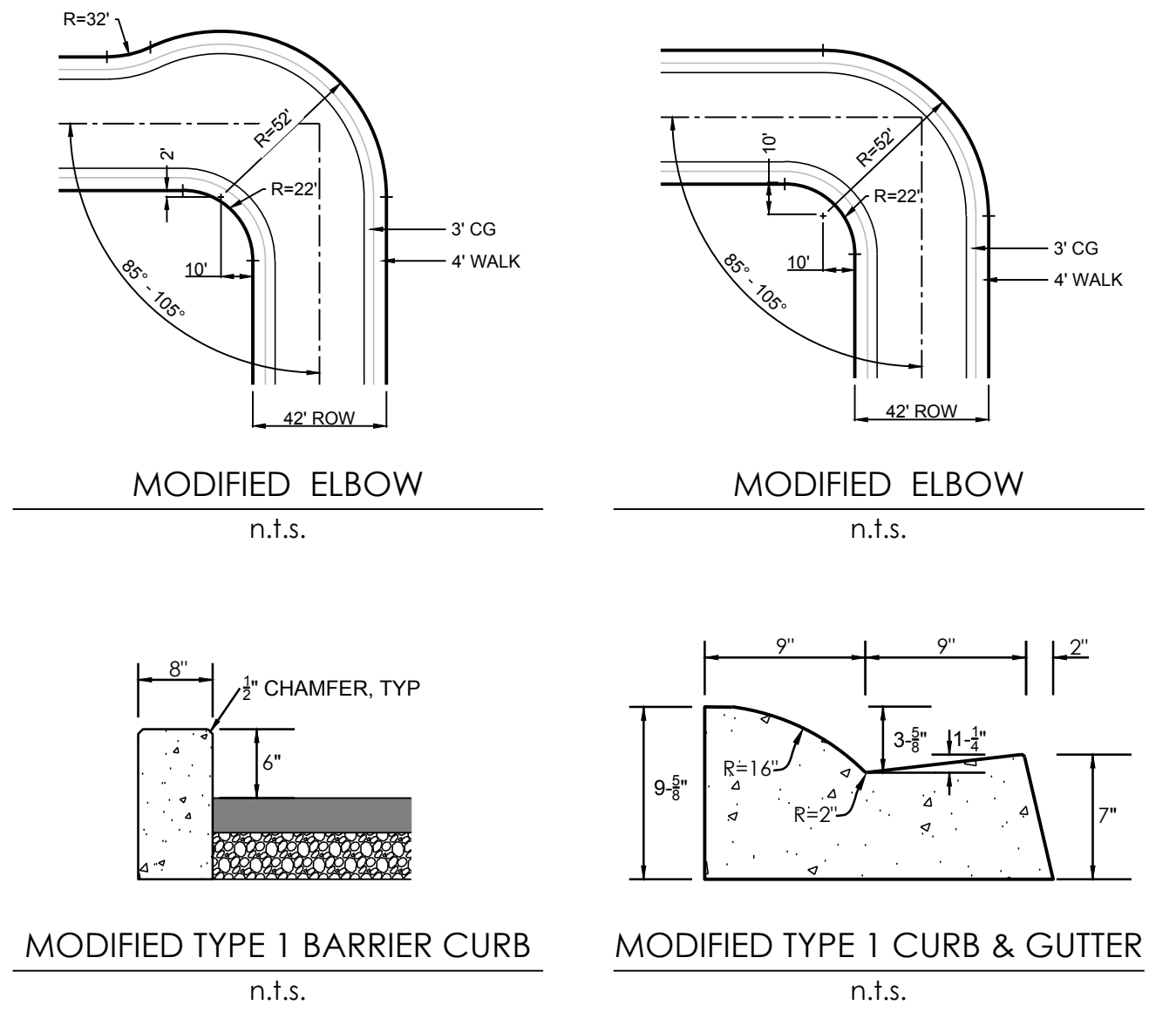
NOTICE TO PROJECT APPLICANT

All materials introduced at a public hearing or included with the project's staff report, including but not limited to exhibits, photographs, video or audio tapes, plan sets, architectural drawings, models, color and materials palettes, and maps must be retained by the Planning & Redevelopment Department as a part of the public record for one year following the City's final action on the project. Official project file materials will be kept in conformance with the Department's adopted retention schedule. Color renderings and material boards will be disposed of after the project is built and the project receives a certificate of occupancy or at the end of one year, whichever is later.



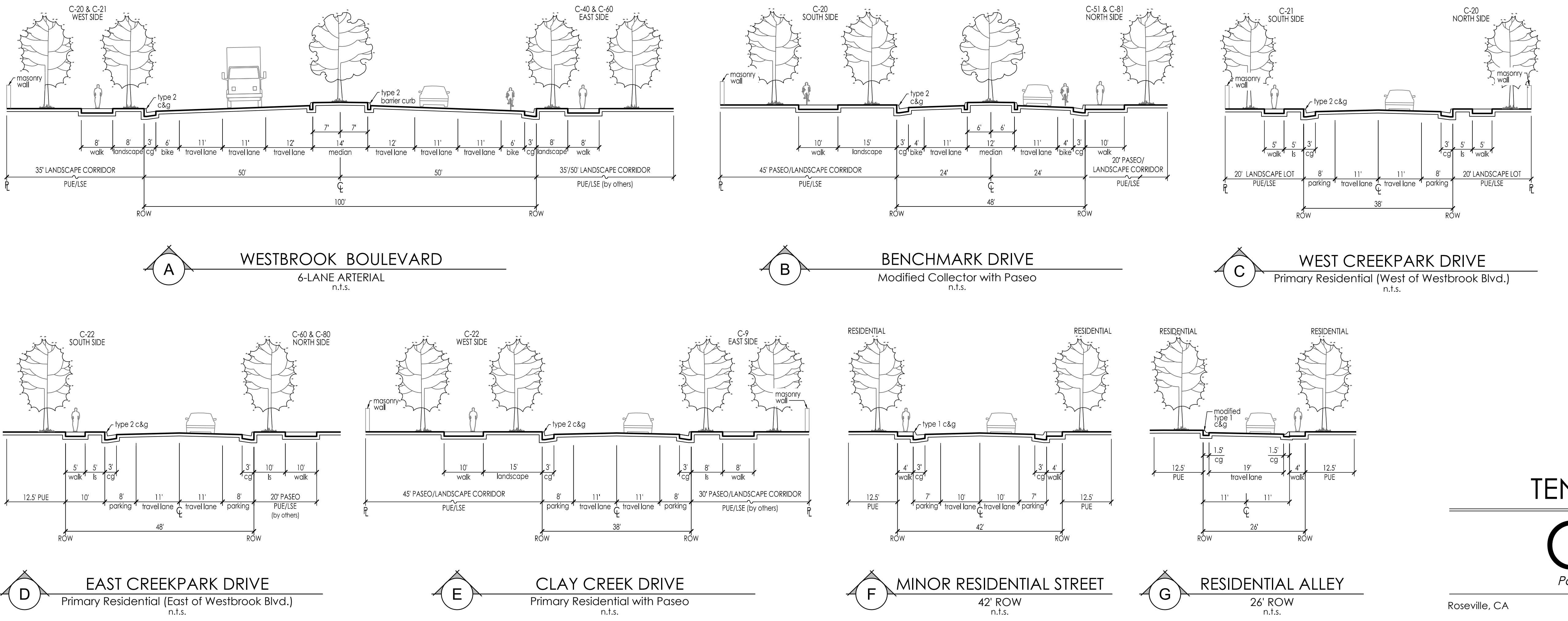
Parcel Summary				Landscape Lot Summary			
Parcel	Acres	Units	Lot Size (typ)	Parcel	Sq. Ft. (ac.)		
Parcel C-20				Parcel C-21			
C-20 Residential Lots	8.41 ac.	77 du	35' x 80'	Lot 20A (Paseo)	4,167 sf		
C-20 Paseo Lots	0.70 ac.			Lot 20B (Paseo)	26,395 sf		
C-20 Landscape Lots	0.16 ac.			Lot 20C (Landscape)	5,444 sf		
subtotal	9.27 ac.			Lot 20D (Landscape)	1,378 sf		
Parcel C-21				Lot 21A (Landscape)	5,030 sf		
C-21 Residential Lots	8.23 ac.	77 du	35' x 80'	Lot 21B (Landscape)	1,421 sf		
C-21 Landscape Lots	0.23 ac.			Lot 21C (Landscape)	4,421 sf		
subtotal	8.49 ac.			Lot 22A (Paseo)	20,863 sf		
Parcel C-22				Lot 22B (Paseo)	24,126 sf		
C-22 Residential Lots	9.89 ac.	82 du	45' x 80'	Lot 22C (Landscape)	2,940 sf		
C-22 Paseo Lots	1.10 ac.			Lot 22D (Landscape)	834 sf		
C-22 Landscape Lots	0.02 ac.			TOTAL	97,021.7 sf (2.23 ac.)		
subtotal	11.01 ac.	236 du					
Landscape Corridor Lots (Right of Way)							
LC-1 (Landscape Corridor)	0.48 ac.						
LC-2 (Landscape Corridor)	0.55 ac.						
subtotal	1.03 ac.						
TOTAL	29.79 ac.	236 du					

- ### TENTATIVE MAP NOTES
- PROPERTY DESCRIPTION: All that real property situated in the County of Placer, State of California, being a portion of Section 14, Township 11 North, Range 5 East, M.D.B.M.
 - Lot dimensions and acreages are approximate and are subject to change.
 - Lot lines and lot areas may be adjusted at the time of Final Map(s) preparation provided no additional lots are created, subject to approval by the City of Roseville. Flexibility in Large Lot parcel configuration and phasing as shown hereon is permitted with the Final Map provided that the configuration is in substantial compliance with this Phased Tentative Subdivision Map, subject to approval by the City of Roseville.
 - The Final Mapping and subsequent development of parcels and streets may be phased. Project improvements are deferred to individual Small Lot Final Maps or project development plans.
 - Pursuant to Government Code Section 64463.1, the subdivider may file multiple Final Maps based upon this Phased Tentative Subdivision Map. The filing of a Final Map on a portion of this Phased Tentative Subdivision Map shall not invalidate any part of this Phased Tentative Subdivision Map.
 - The Final Mapping and subsequent development of parcels and streets may be phased. Phasing is to be consistent with the performance criteria in the Development Agreement and applicable infrastructure phasing matrix.
 - Additional easements to accommodate new public utility improvements, access required for parcel development, rights to construct, or other similar mapping requirements needed to accomplish the final design may be added prior to each Small Lot Final Map based on this Phased Tentative Subdivision Map.
 - Portions of Westbrook Boulevard (from the southerly boundary of Parcel C-21 to Benchmark Drive), Benchmark Drive (from Westbrook Blvd. to the western boundary of Parcel C-20), Creekpark Drive (from the western boundary of Parcels C-20 and C-21 to Claycreek Drive), and Claycreek Drive (from Creekpark Drive to the southerly boundary of Parcel C-22), as depicted on this Phased Tentative Subdivision Map, shall be offered as ICD(s) to the City of Roseville with the corresponding phase at the time of each Final Map. (Refer to infrastructure phasing matrix for phasing of improvements.)
 - Street sections are per the Creekview Specific Plan (Chapter 6) and the Creekview Design Guidelines (Appendix B), except as modified hereon.
 - A minimum 12.5' Public Utility Easement (PUE) will be located adjacent to all rights-of-way unless otherwise noted.
 - Landscape corridor widths may be reduced for ancillary right-turn lanes, auxiliary lanes, bus turn-outs, standard tapers, and the like per the provisions in the Creekview Specific Plan.
 - Paseo lots are to be dedicated as street rights-of-way (ROW).
 - The following lots are to be offered to the City of Roseville with the corresponding phase at the time of each Final Map: OS (Paseo) Lots 20A, 20B, 22A & 22B, ROW Lots LC-2 & LC-2, and Landscape Lots 20C, 20D, 21A, 21B, 21C, 22C & 22D.
 - Construction of masonry walls and fencing is to be consistent with the Creekview Design Guidelines (Appendix B), except as modified hereon.
 - The design and placement of entry signage and monuments is to be consistent with the previous phases of the Creekview project.
 - Landscape corridor lots, paseo lots, and landscape lots are not to be counted as lots' towards any future boundary line adjustment.



ABBREVIATION KEY		ESTIMATED EARTHWORK SUMMARY*	
PUE	Public Utility Easement	CUT:	59,400 c.y.
LS-	Landscape Lot	FILL:	71,400 c.y.
LC-	Landscape Corridor Lot	NET:	12,000 c.y.
LSE	Landscape Easement		
ROW	Right of Way		
CG	Curb and Gutter		
ℓ	Property Line		

* See Attachment A, Mass Haul Diagram



COVER SHEET
TENTATIVE SUBDIVISION MAP

CREEKVIEW

Parcels C-20, C-21 & C-22 of the Creekview Specific Plan

Roseville, CA

Mackay & Samps
ENGINEERS PLANNERS SURVEYORS

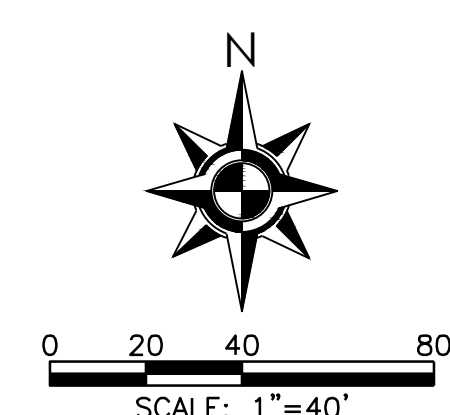
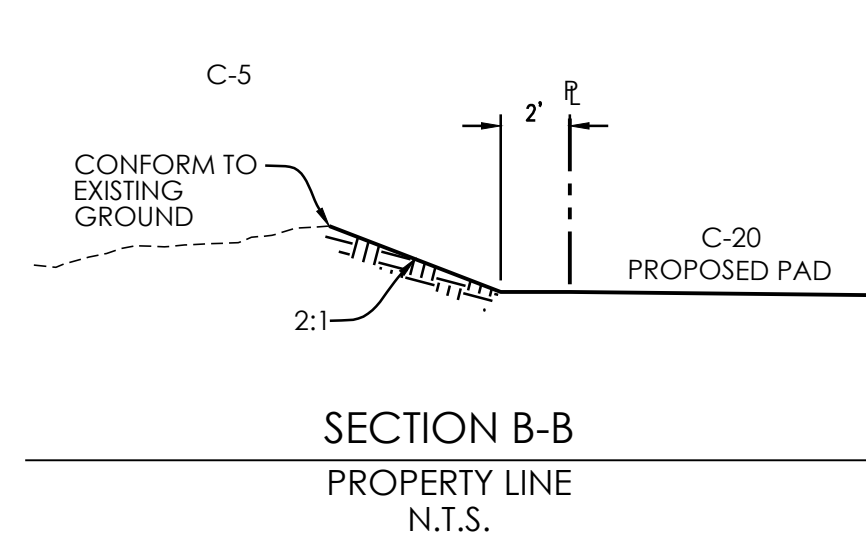
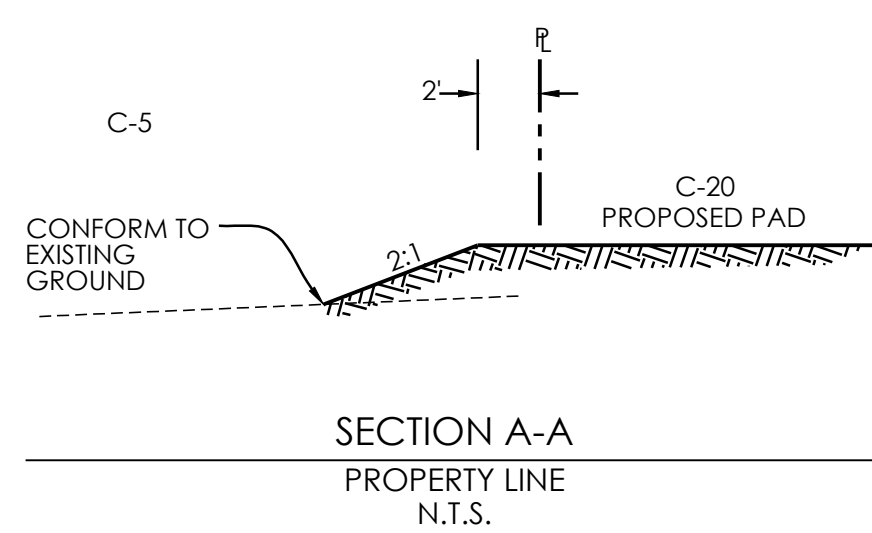
November 25, 2020

Sheet 1 of 5



LEGEND		
PROPOSED	DESCRIPTION	EXISTING
	SANITARY SEWER PIPE	
	SANITARY SEWER MANHOLE	
	WATER LINE	
	RECYCLED WATER LINE	
	GATE VALVE	
	FIRE HYDRANT	
	BLOW-OFF VALVE	
	STORM DRAIN PIPE	
	STORM DRAIN MANHOLE	
	DROP INLET	
	STORMWATER FACILITY	
	PAD GRADE	
	OVERLAND RELEASE FOR DRAINAGE	

- UTILITY NOTES
- ALL EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE.
 - UTILITIES MAY BE PHASED DEPENDING UPON THE DEVELOPMENT SEQUENCE OF THE PROJECT, SUBJECT TO THE REVIEW OF THE CITY OF ROSEVILLE.
 - THE SIZE AND LOCATION OF PROPOSED WATER, RECYCLED WATER, SEWER, AND STORM DRAINAGE INFRASTRUCTURE IS SUBJECT TO CHANGE DURING FINAL DESIGN, SUBJECT TO REVIEW AND APPROVAL BY THE CITY OF ROSEVILLE WITH IMPROVEMENT PLANS.
 - ANY OFFSITE GRADING SHALL REQUIRE RIGHT OF ENTRY FROM ADJOINING PROPERTY OWNERS. IF A RIGHT OF ENTRY CANNOT BE OBTAINED, RETAINING WALLS ALONG PROPERTY LINES ARE TO BE CONSTRUCTED.



GRADING, DRAINAGE & UTILITIES
TENTATIVE SUBDIVISION MAP

CREEKVIEW
Parcels C-20, C-21 & C-22 of the Creekview Specific Plan

Roseville, CA

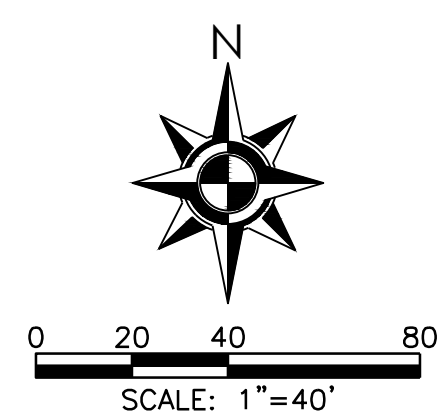
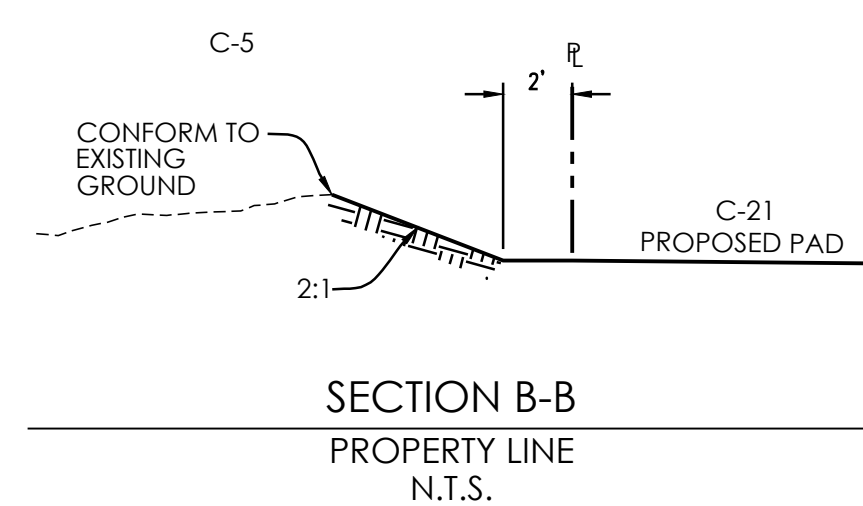
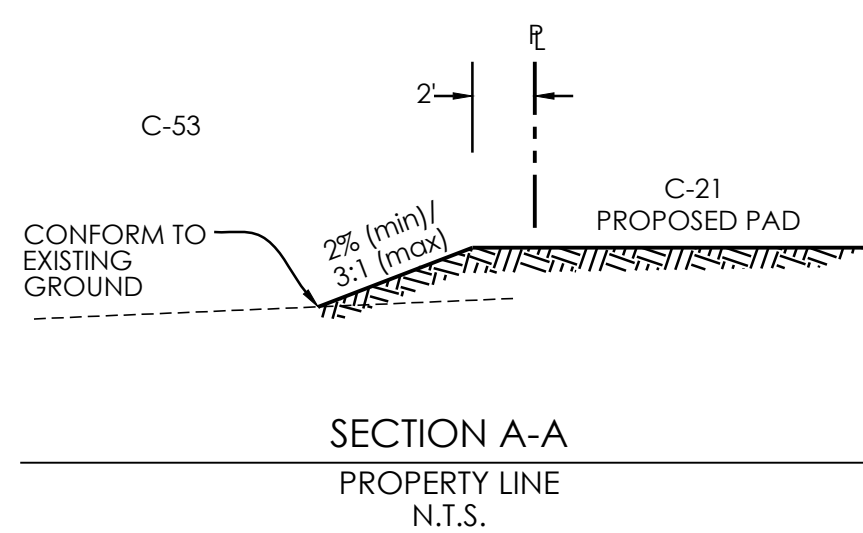
MACKEY & SOMPS
ENGINEERS PLANNERS SURVEYORS

November 25, 2020



LEGEND		
PROPOSED	DESCRIPTION	EXISTING
	SANITARY SEWER PIPE	
	SANITARY SEWER MANHOLE	
	WATER LINE	
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GRADING, DRAINAGE & UTILITIES TENTATIVE SUBDIVISION MAP

CREEKVIEW

Parcels C-20, C-21 & C-22 of the Creekview Specific Plan

Roseville, CA

MACKEY & SOMPS
ENGINEERS PLANNERS SURVEYORS

November 25, 2020

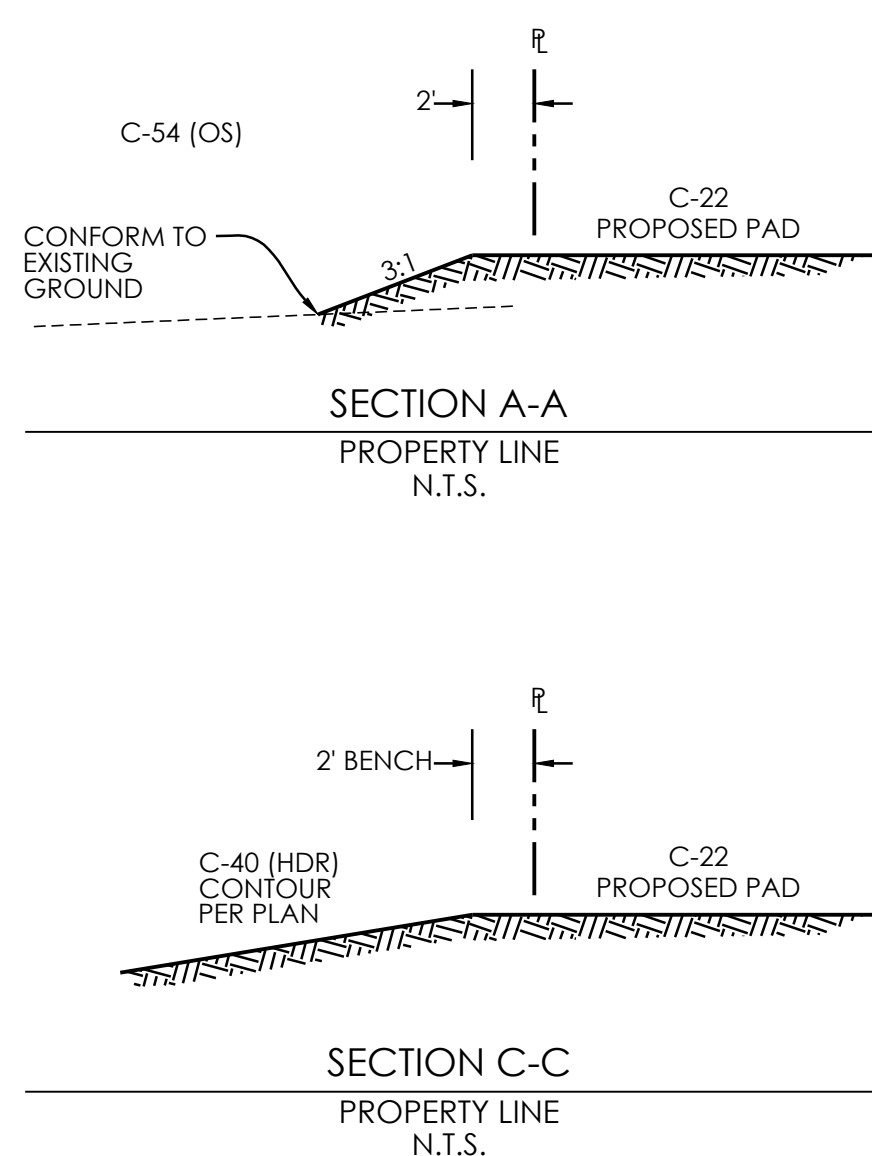
Sheet 3 of 5

Creekview MDR SLTN 118431 MDR SLTN



LEGEND		
PROPOSED	DESCRIPTION	EXISTING
	SANITARY SEWER PIPE	
	SANITARY SEWER MANHOLE	
	WATER LINE	
	RECYCLED WATER LINE	
	GATE VALVE	
	FIRE HYDRANT	
	BLOW-OFF VALVE	
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GRADING, DRAINAGE & UTILITIES
TENTATIVE SUBDIVISION MAP

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Roseville, CA

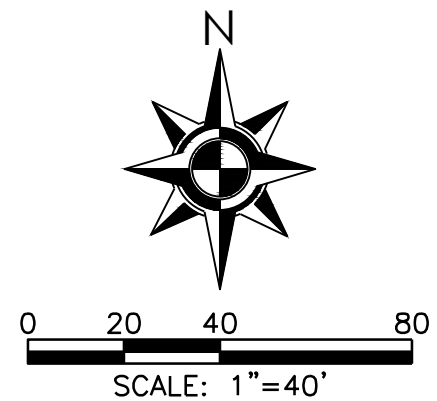
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November 25, 2020



LEGEND		
PROPOSED	DESCRIPTION	EXISTING
	SANITARY SEWER PIPE	
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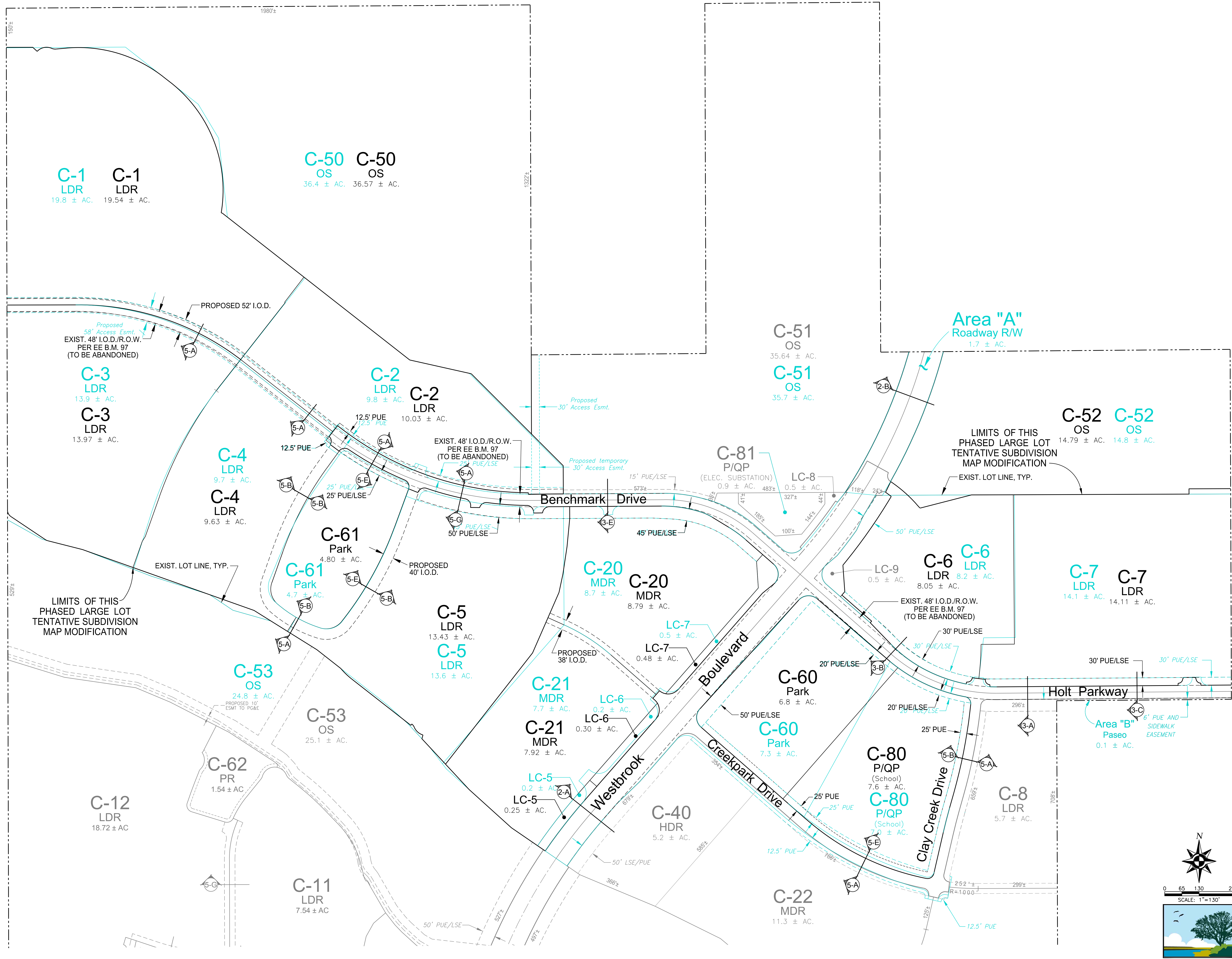
GRADING, DRAINAGE & UTILITIES
TENTATIVE SUBDIVISION MAP

CREEKVIEW
Parcels C-20, C-21 & C-22 of the Creekview Specific Plan

Roseville, CA

MacKay & Somp
ENGINEERS PLANNERS SURVEYORS

November 25, 2020



LEGEND	
	Approved Large Lot Tentative Map (October 10, 2019)
	Proposed Large Lot Tentative Map Modification

ATTACHMENT A
LLTM MODIFICATION OVERLAY EXHIBIT

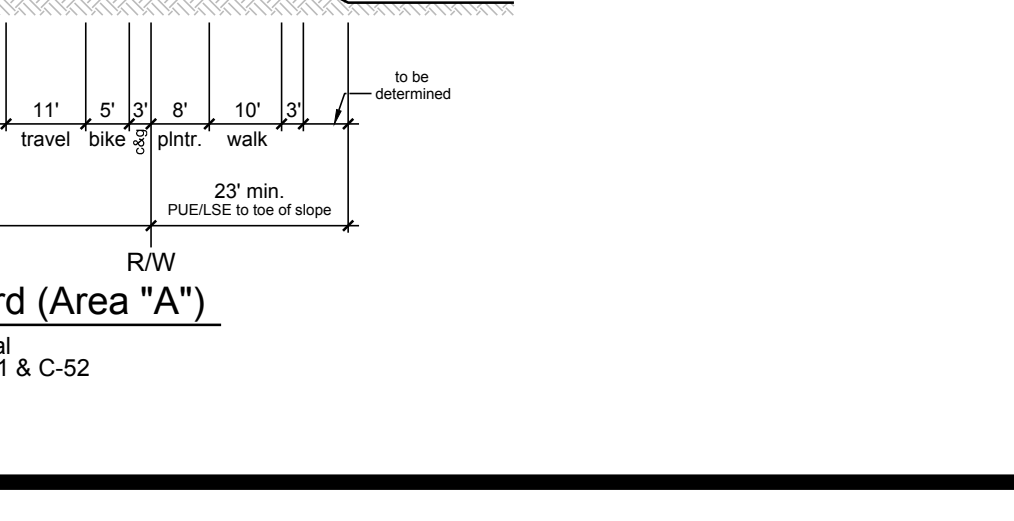
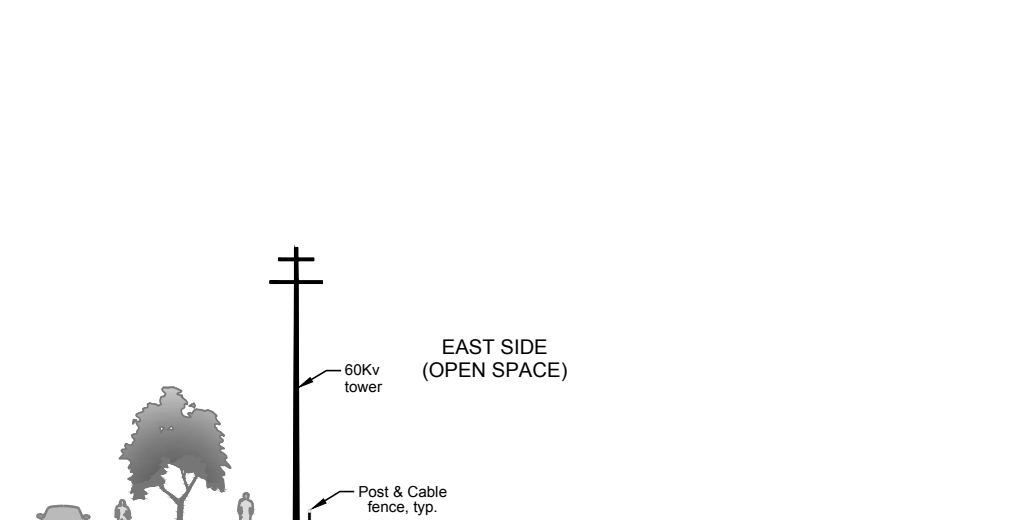
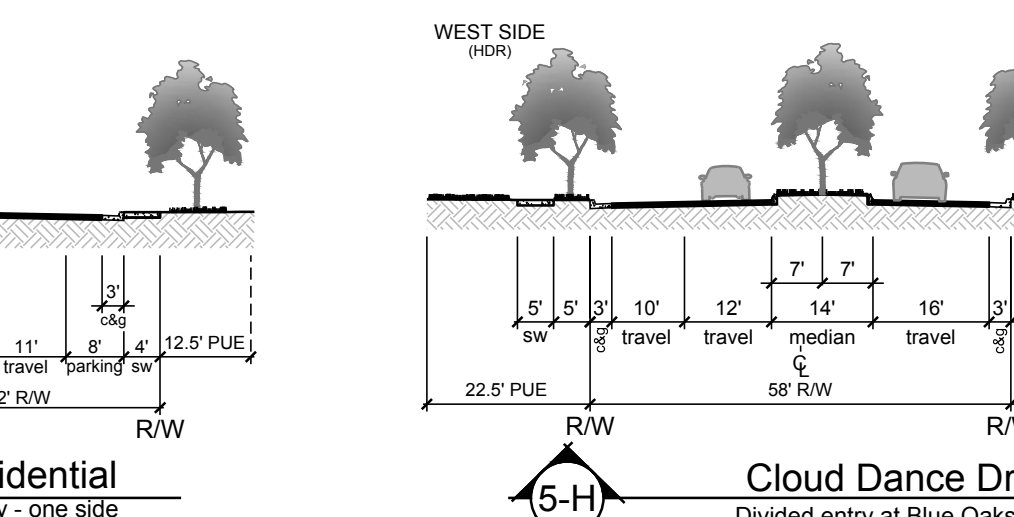
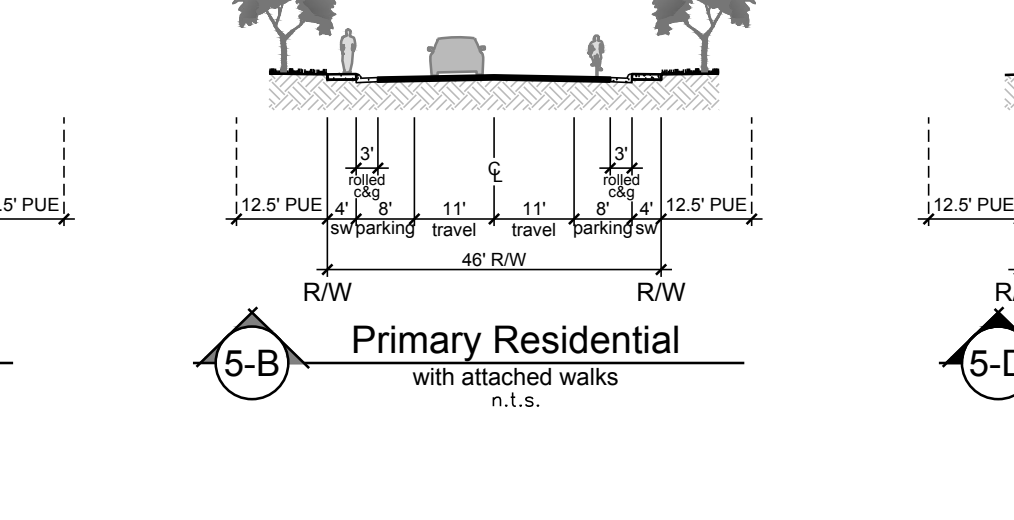
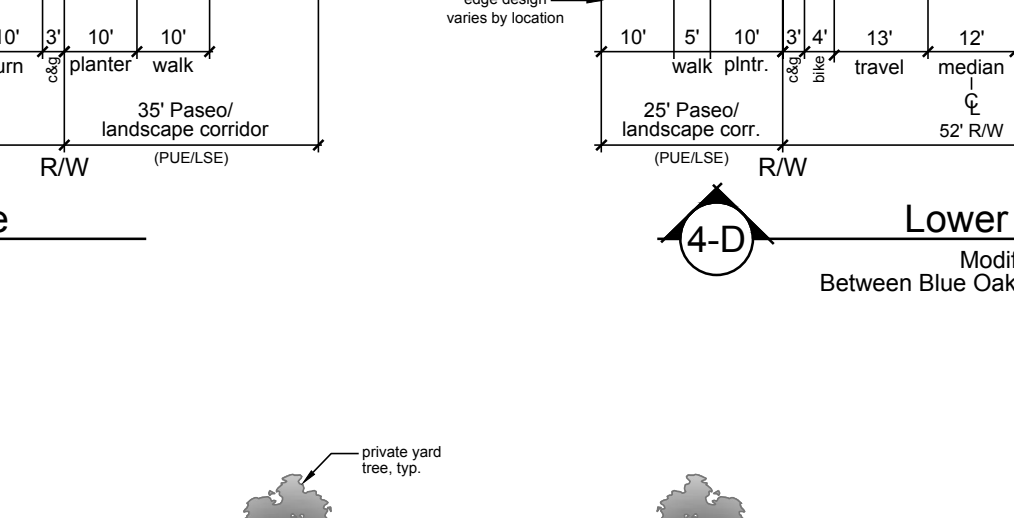
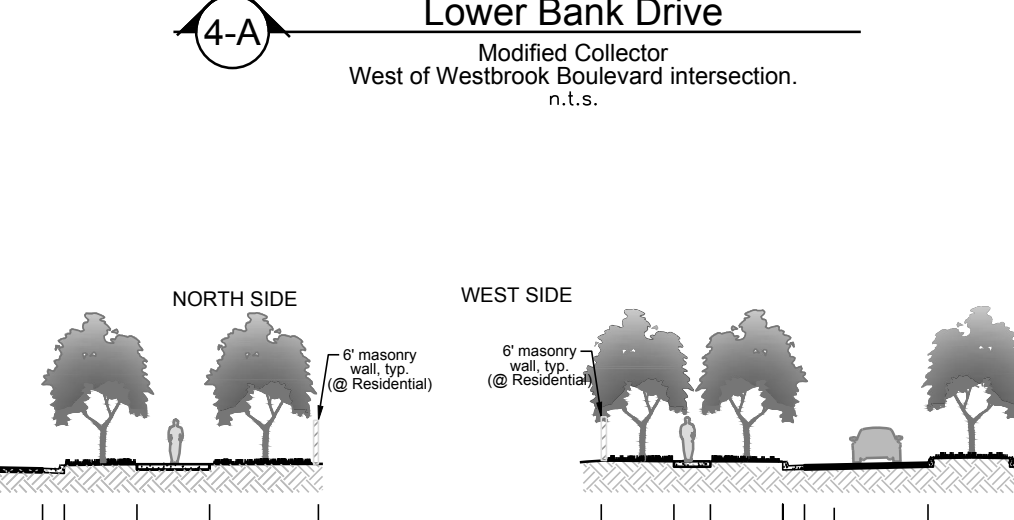
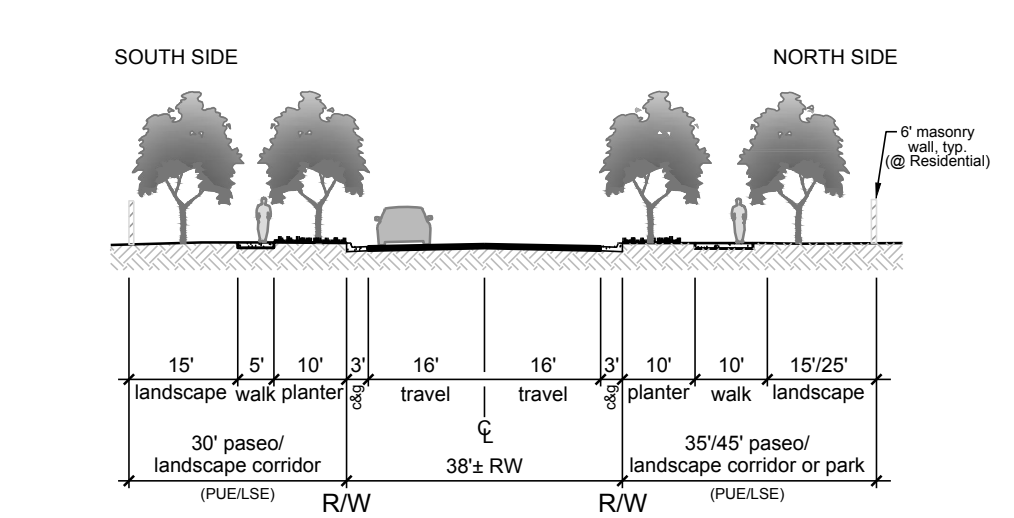
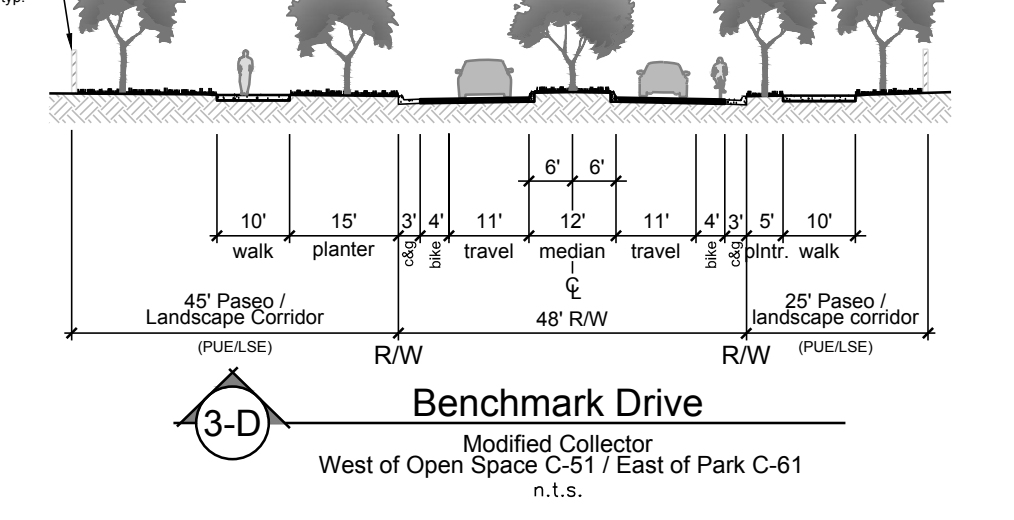
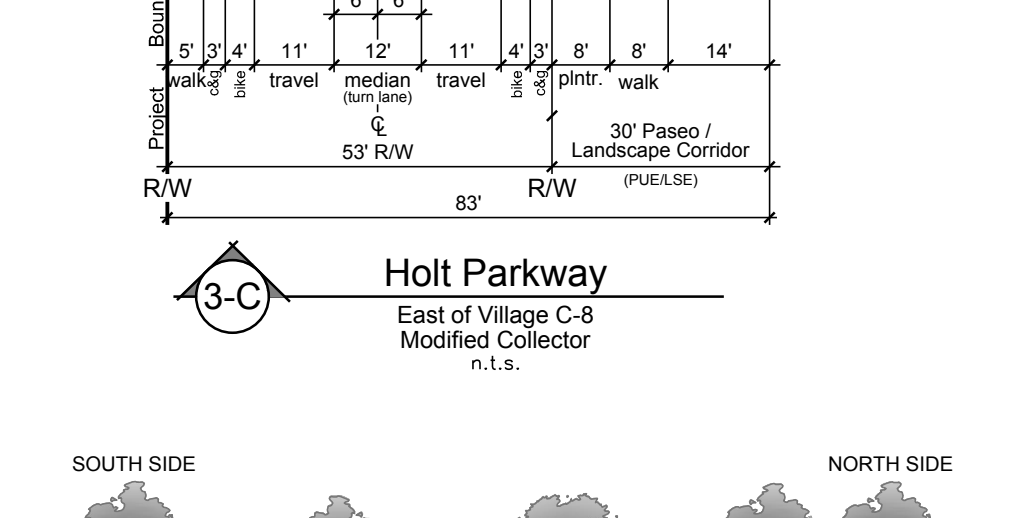
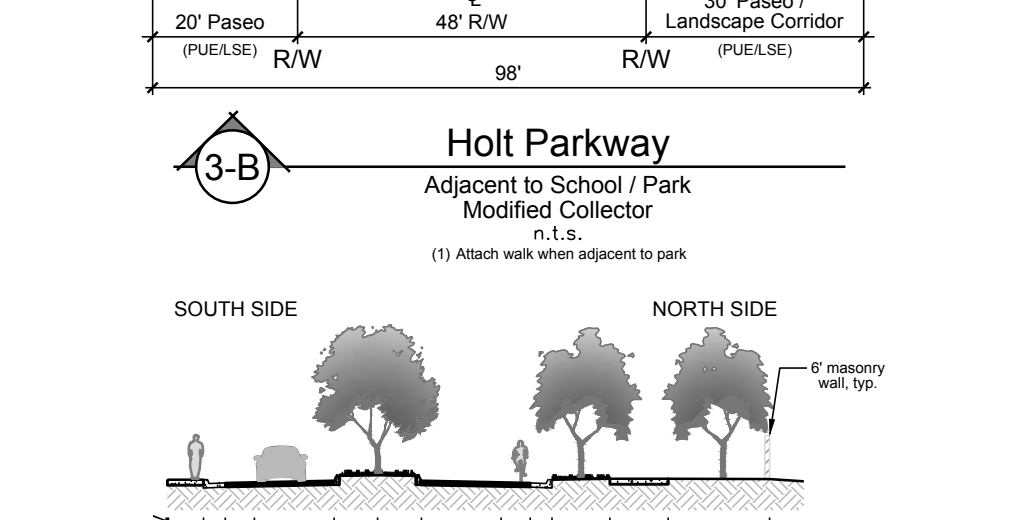
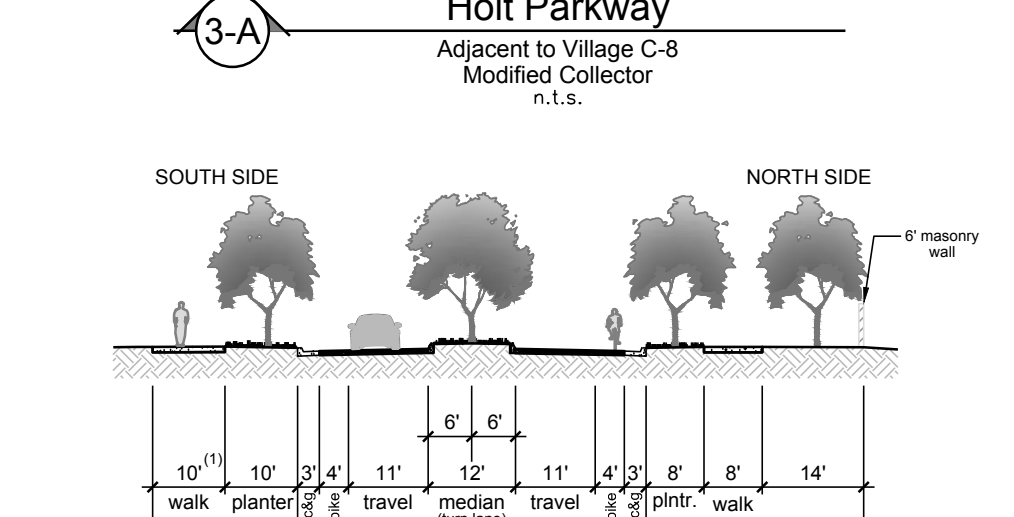
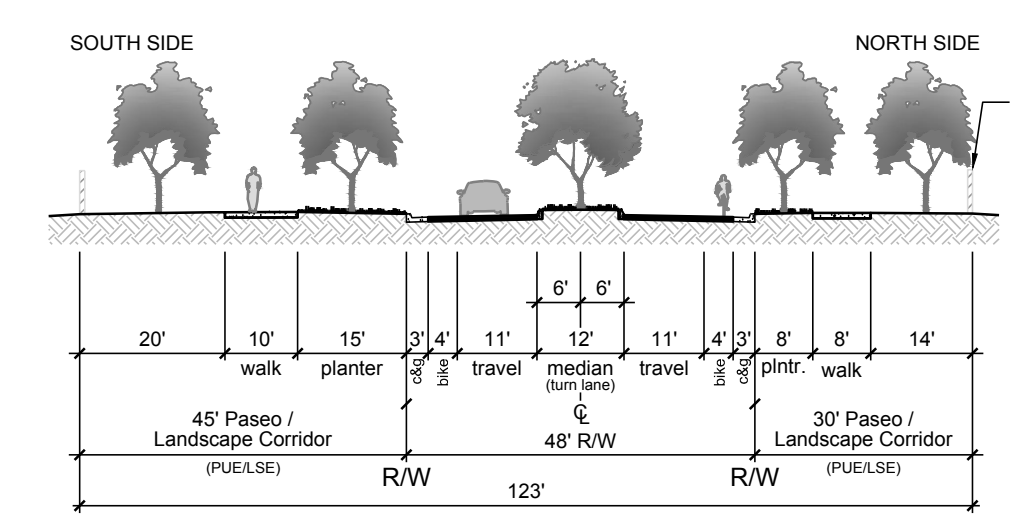
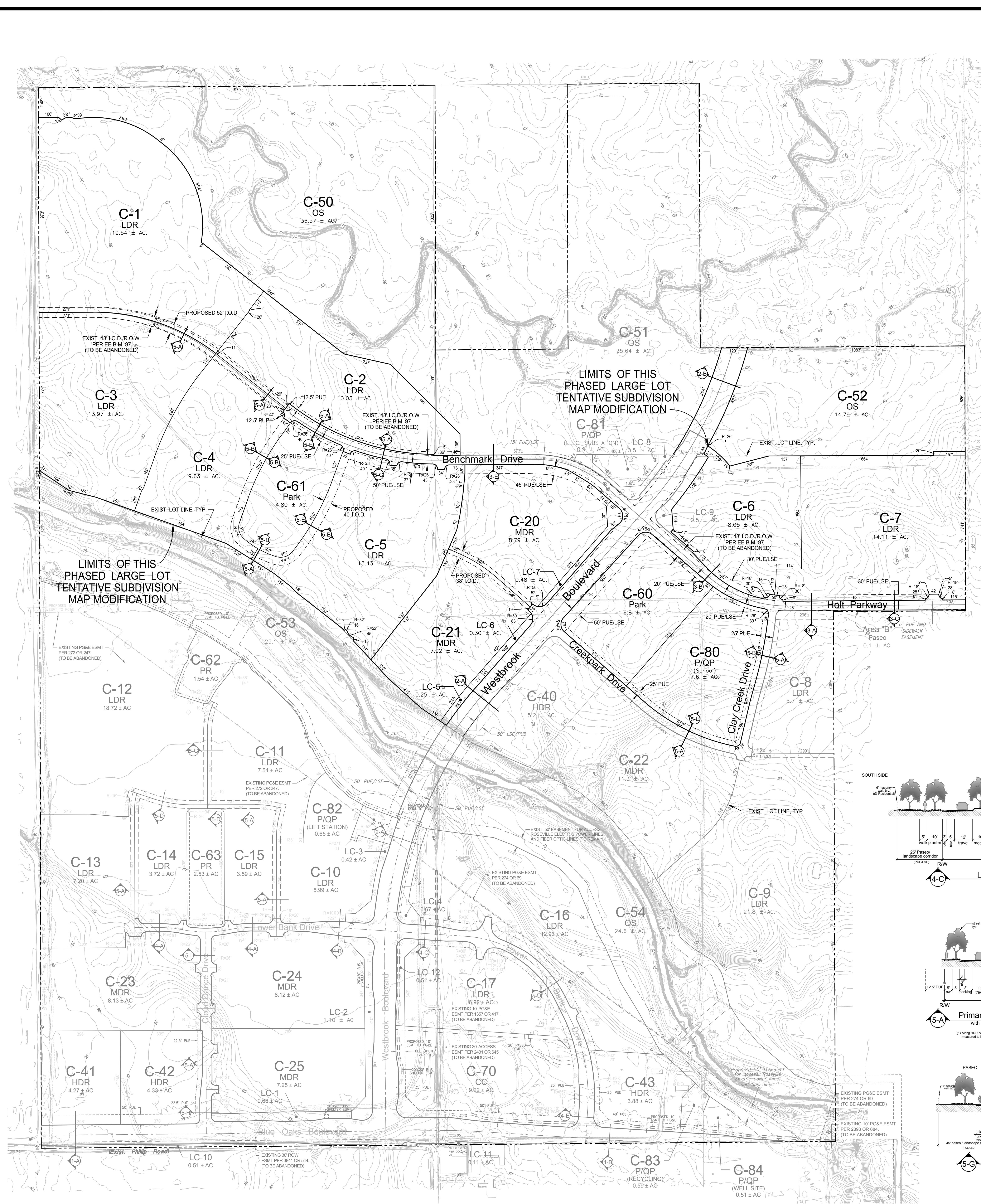
CREEK VIEW

Scale: 1"= 130'

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS

July 9, 2021

Sheet 1 of 1

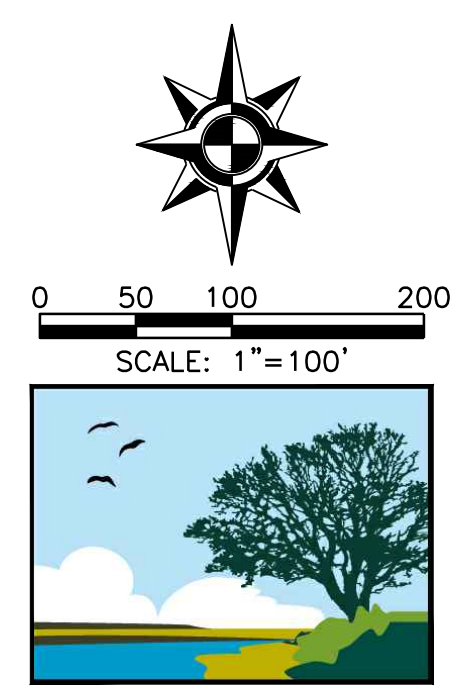


PARCEL SUMMARY TABLE					
PARCEL	LAND USE	ZONING	ACRES (GROSS)	UNITS	NOTES
C-1	LDR (Low Density Residential)	RS/DS	19.54	94	Modified
C-2	LDR (Low Density Residential)	RS/DS	10.03	52	Modified
C-3	LDR (Low Density Residential)	RS/DS	13.97	78	Modified
C-4	LDR (Low Density Residential)	RS/DS	9.83	61	Modified
C-5	LDR (Low Density Residential)	RS/DS	13.43	74	Modified
C-6	LDR (Low Density Residential)	RS/DS	8.05	48	Modified
C-7	LDR (Low Density Residential)	RS/DS	14.11	74	Modified
C-8	LDR (Low Density Residential)	RS/DS	5.70	32	No modifications
C-9	LDR (Low Density Residential)	RS/DS	21.80	87	No modifications
C-10	LDR (Low Density Residential)	RS/DS	5.99	30	No modifications
C-11	LDR (Low Density Residential)	RS/DS	7.54	34	No modifications
C-12	LDR (Low Density Residential)	RS/DS	18.72	95	No modifications
C-13	LDR (Low Density Residential)	RS/DS	7.20	50	No modifications
C-14	LDR (Low Density Residential)	RS/DS	3.72	20	No modifications
C-15	LDR (Low Density Residential)	RS/DS	3.50	20	No modifications
C-16	LDR (Low Density Residential)	RS/DS	12.83	71	No modifications
C-17	LDR (Low Density Residential)	RS/DS	6.92	36	No modifications
C-20	MDR (Medium Density Residential)	RS/DS	8.75	77	Modified
C-21	MDR (Medium Density Residential)	RS/DS	7.92	77	Modified
C-22	MDR (Medium Density Residential)	RS/DS	11.30	82	No modifications
C-23	MDR (Medium Density Residential)	RS/DS	8.13	61	No modifications
C-24	MDR (Medium Density Residential)	RS/DS	8.12	59	No modifications
C-25	MDR (Medium Density Residential)	RS/DS	7.25	62	No modifications
C-40	HDR (High Density Residential)	R3	5.20	168	No modifications
C-41	HDR (High Density Residential)	R3	4.27	127	No modifications
C-42	HDR (High Density Residential)	R3	4.33	138	No modifications
C-43	HDR (High Density Residential)	R3	3.88	116	No modifications
C-50	OS (Open Space)	OS	36.57		Modified
C-51	OS (Open Space)	OS	35.94		No modifications
C-52	OS (Open Space)	OS	14.79		No modifications
C-53	OS (Open Space)	OS	25.10		No modifications
C-54	OS (Open Space)	OS	24.60		No modifications
C-60	PR (Park)	PR	6.80		Modified
C-61	PR (Park)	PR	4.81		Modified
C-62	PR (Park)	PR	1.54		No modifications
C-63	PR (Park)	PR	2.53		No modifications
C-70	CC (Community Commercial)	CC	9.22		No modifications
C-81	P/QP (Elementary School)	P/QP	7.60		Modified
C-82	P/QP (Electric Substation)	P/QP	0.90		No modifications
C-83	P/QP (Lift Station)	P/QP	0.65		No modifications
C-84	P/QP (Recycling Center)	P/QP	0.59		No modifications
C-85	P/QP (Well Site)	P/QP	0.51		No modifications
C-100.1	R/W (Right of Way)	R/W	31.40		No modifications
TOTAL			461.40	1,937	

TENTATIVE PARCEL MAP INFORMATION	
APPLICANT:	Anthem United Creekview Developments LP 3001 Douglas Boulevard, Suite 200 Roseville, CA 95746
ENGINEER:	MACKEY & SOMPS CIVIL ENGINEERS, INC. 1025 Creekside Ridge Drive, Suite 150 Roseville, CA 95768 (916) 773-1189
ASSESSOR'S PARCEL NUMBER:	017-101-054, -055, -056, -057, & -058
TOTAL ACREAGE:	461.4 ± AC.
LAND USE:	
Existing General Plan Designation:	LDR, MDR, HDR, CC, P/QP, PR, & OS
ZONE:	
Existing Zone Classification:	RS/DS, R3, CC, CO/SA, P/QP, PR, & OS
NUMBER OF PARCELS:	14
SERVICE PROVIDERS:	
PARKS AND RECREATION:	City of Roseville
POLICE AND FIRE PROTECTION:	City of Roseville
SANITARY SEWER:	City of Roseville
DOMESTIC WATER:	City of Roseville
ELECTRICITY:	AT&T
GAS:	P.G.&E.
CABLE:	Comcast

- ### NOTES
- PROPERTY DESCRIPTION: All that real property situated in the County of Placer, State of California, being a portion of Section 14, Township 11 North, Range 5 East, M.D.B.M.
 - This Modified Phased Large Lot Tentative Subdivision Map incorporates modifications to some parcels north of the Pleasant Grove Creek corridor, as identified in the Parcel Summary Table. Except as modified, all other large lot parcels shown herein are consistent with both the original Phased Large Lot Tentative Subdivision Map dated January 25, 2013, approved by the City of Roseville Planning Commission on February 28, 2013 (SUB-000150), and the Modified Phased Large Lot Tentative Subdivision Map dated July 26, 2019, approved by the City of Roseville Planning Commission on October 10, 2019 (PL-16-1190).
 - Lot acreages on this Large Lot Tentative Subdivision Map are approximate.
 - Lot lines and lot areas may be adjusted at the time of the Large Lot Final Map(s) provided no additional lots are created, subject to the approval of the City of Roseville. Flexibility in Large Lot parcel configuration is allowed provided the resulting configuration is in substantial conformance with the approved Specific Plan, subject to the approval of the City of Roseville.
 - The Final Large Lot Mapping and subsequent development of lots and dedication of streets may be phased pursuant to the provisions of the Development Agreement.
 - Pursuant to Government Code Section 66456.1, multiple Final Maps may be filed based upon this Large Lot Tentative Subdivision Map. The filing of a Final Map on a portion of this Large Lot Tentative Map shall not invalidate any part of this Large Lot Tentative Subdivision Map.
 - Pursuant to Government Code Section 66469.20.2, the land shown herein may be merged and subdivided without revision to acreage, and may constitute abandonment and/or quitclaim of portions of existing public streets or easements, subject to the approval of the City of Roseville.
 - IOO's for access, utilities, landscaping, etc. will be offered to the City of Roseville to accommodate phased project development as provided for in the Development Agreement (Section 3.3.1). IOO's may be modified as needed by subsequent Large Lot or Small Lot Final Maps.
 - Additional easements to accommodate new public utility improvements, access required for lot development, rights to construct, or other similar mapping requirements needed to accomplish the final design may be added with each Final Map based on this Large Lot Tentative Subdivision Map.
 - A powerline easement (10') to the benefit of PG&E is included within this Large Lot Tentative Map. Easement alignment is subject to modification at the time of the Final Map.
 - The following numbered and lettered lots are to be offered as IOO's to the City of Roseville as provided for in the Development Agreement: Lift Station Site, Lot C-82; Electrical Substation Site, Lot C-81; Recycling Center Site, Lot C-83; Well Site, Lot C-84; Roadway Right-of-Way (for future Westbrook Boulevard), Area "A" (Passo for PUE and sidewalk easement), Area "B", and Landscape Corridors, Lots LC-1 through LC-4 and LC-10 through LC-12.
 - Landscape Corridor (LC) Lots adjacent to LDR and MDR parcels shall be offered as IOO's to the City of Roseville as road rights of way with the recordation of each phased Large Lot Final Map. (Note: LC Lots are not to be counted as "lots" towards any future LLA request.) As provided for in the Development Agreement, appropriate Open Space lots shall also be offered as IOO's to the City of Roseville with the recordation of each Large Lot Final Map.
 - Landscape Corridor lots are also PUE's & LSE's. Landscape Corridor Lot C-8 is also an access easement for lot C-81 (P/QP).
 - LSE's and PUE's that are identified in the Creekview Specific Plan as easements are to be dedicated as Right-of-Way with subsequent Small Lot Final Maps. Additional easement lots will be created and granted with subsequent Small Lot Tentative Maps, consistent with the Creekview Specific Plan. As required by the Creekview Specific Plan (CSP), the following LTM Parcels are assigned specific portions of the easement network with widths to be determined through subsequent Small Lot Mapping, consistent with Fig. B-5 (Passo Plan) of the CSP: C-2, C-5, C-6, C-7, C-8, C-9, C-10, C-11, C-12, C-13, C-14, C-15, C-16, C-17, C-20, C-21, C-22, C-23, C-24, C-25, C-40, C-41, C-42, C-43, C-50, C-51, C-52, C-53, C-54, C-60, C-61, C-62, C-63, C-64, C-70, C-81, C-82, C-83, C-84, C-85, C-100.1, C-101, C-102, C-103, C-104, C-105, C-106, C-107, C-108, C-109, C-110, C-111, C-112, C-113, C-114, C-115, C-116, C-117, C-118, C-119, C-120, C-121, C-122, C-123, C-124, C-125, C-126, C-127, C-128, C-129, C-130, C-131, C-132, C-133, C-134, C-135, C-136, C-137, C-138, C-139, C-140, C-141, C-142, C-143, C-144, C-145, C-146, C-147, C-148, C-149, C-150, C-151, C-152, C-153, C-154, C-155, C-156, C-157, C-158, C-159, C-160, C-161, C-162, C-163, C-164, C-165, C-166, C-167, C-168, C-169, C-170, C-171, C-172, 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AMORUSO
017-101-011
(N.A.P.O.T.S.)



CREEKVIEW

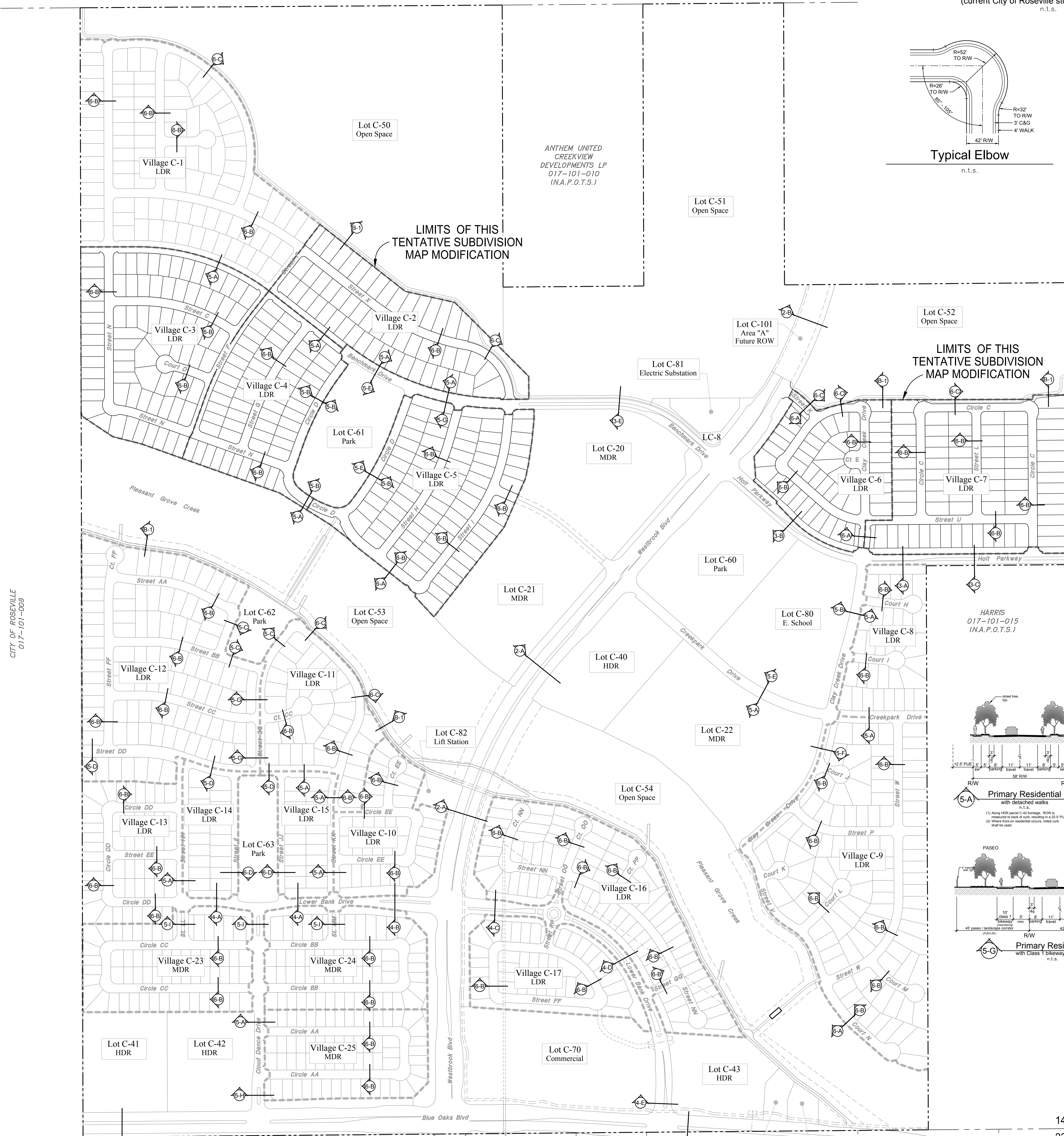
March 17, 2021

MACKEY & SOMPS
ENGINEERS PLANNERS SURVEYORS

SLTM MODIFICATION OVERLAY 18431 PST

Approved Small Lot Tentative Map
(October 10, 2019)

Proposed Small Lot Tentative Map Modification



WEST ROSEVILLE LLC
017-101-006

CITY OF ROSEVILLE
017-101-016

CITY OF ROSEVILLE
017-101-017

CITY OF ROSEVILLE
017-101-018

CITY OF ROSEVILLE
017-101-019

CITY OF ROSEVILLE
017-101-021

CITY OF ROSEVILLE
017-101-022

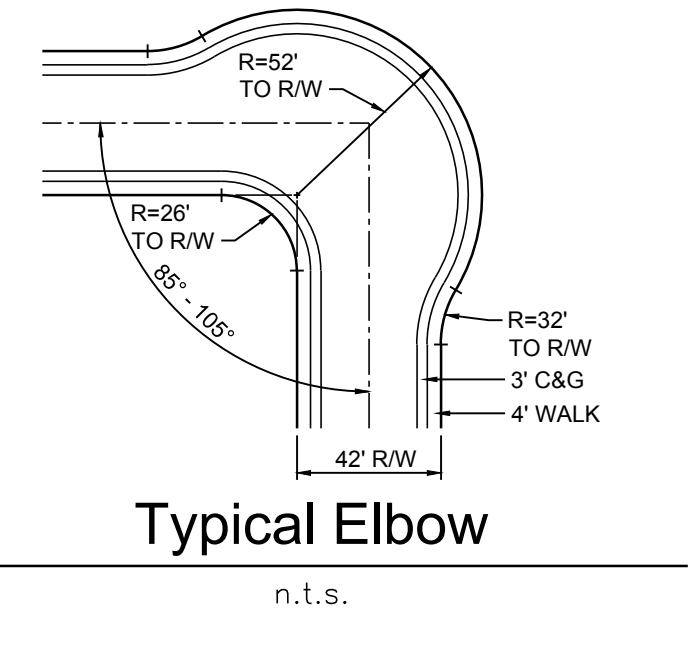
CITY OF ROSEVILLE
017-101-023

ROSEVILLE ENERGY PARK
CITY OF ROSEVILLE
017-101-019

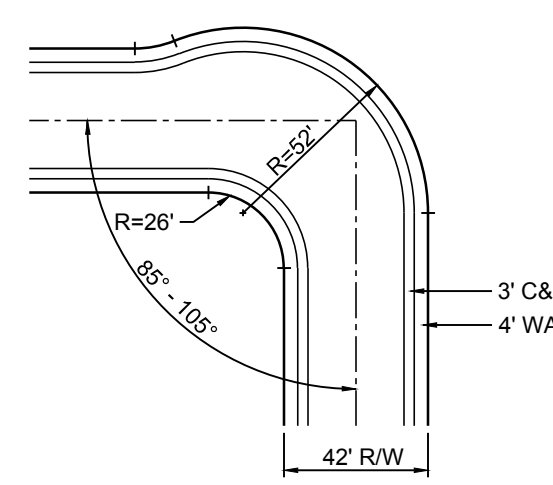
Lot C-83
Recycling Center

Lot C-84
Well Site

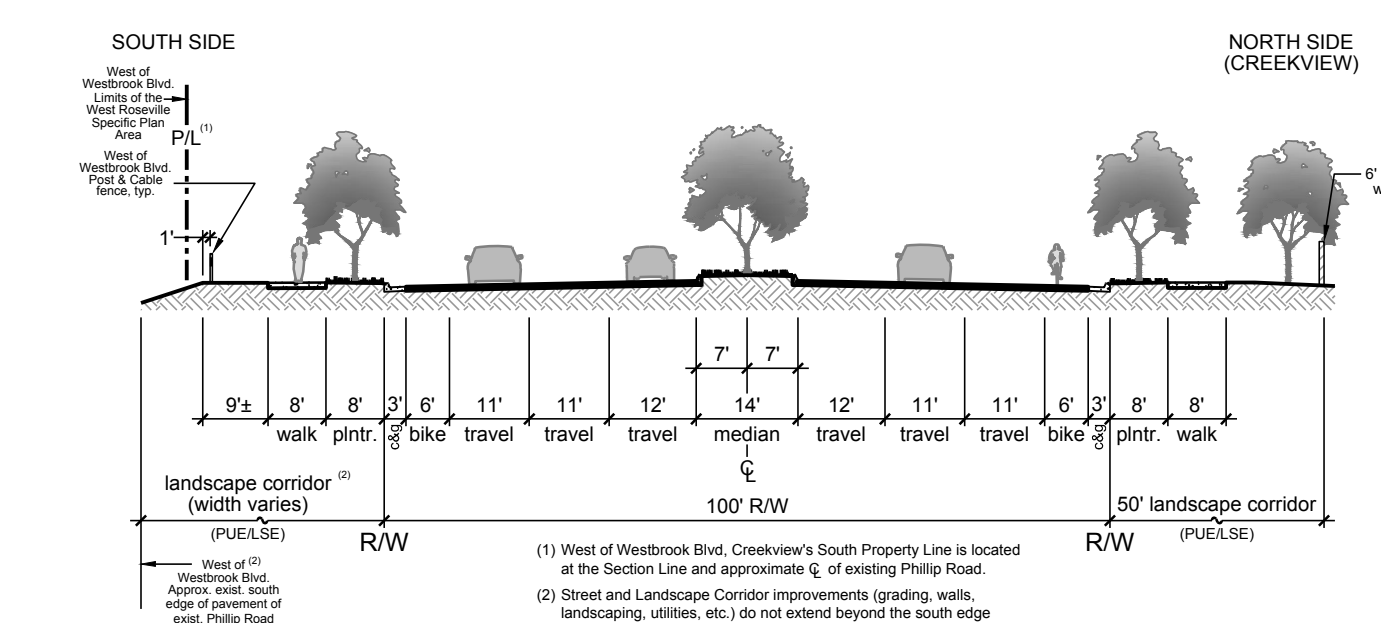
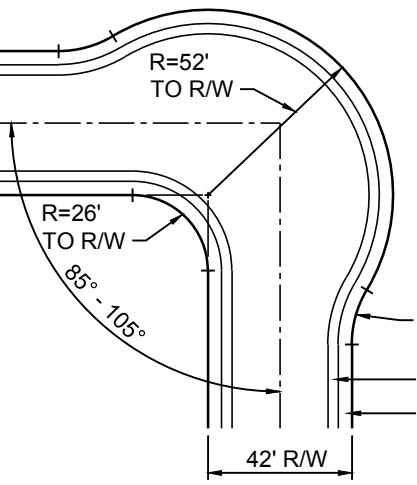
Standard Cul-de-sac
(current City of Roseville std. dwg ST-14 & 15)
n.t.s.



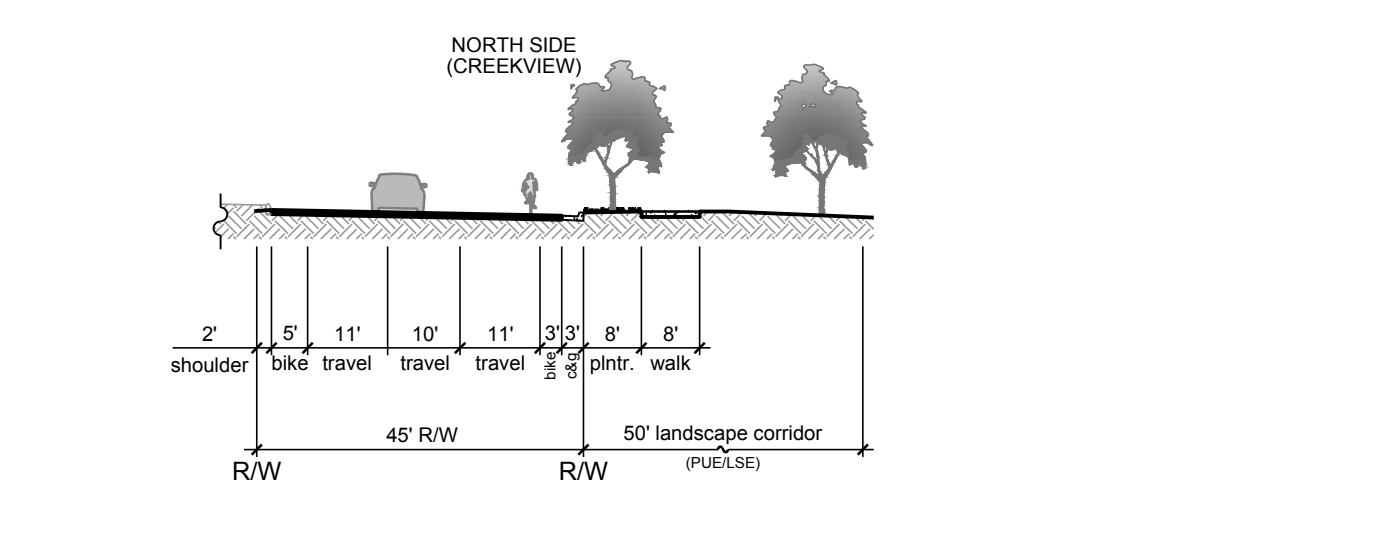
Modified Elbow
with detached walks
n.t.s.



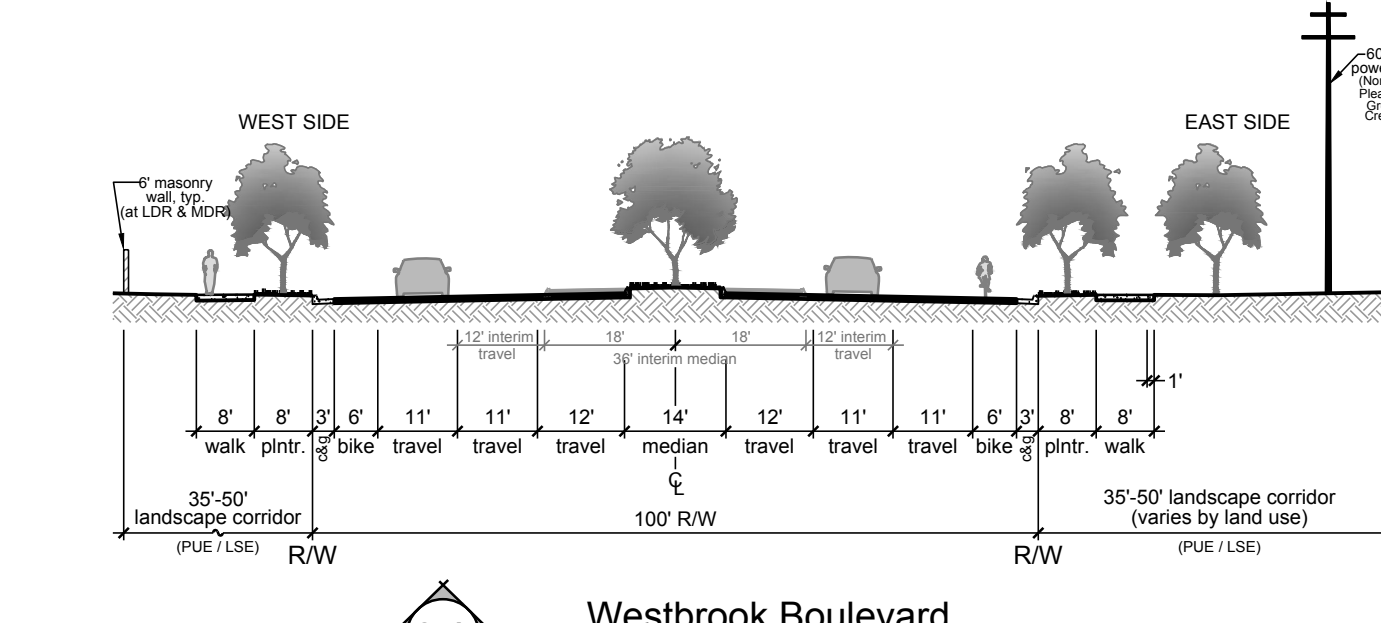
Typical Elbow
n.t.s.



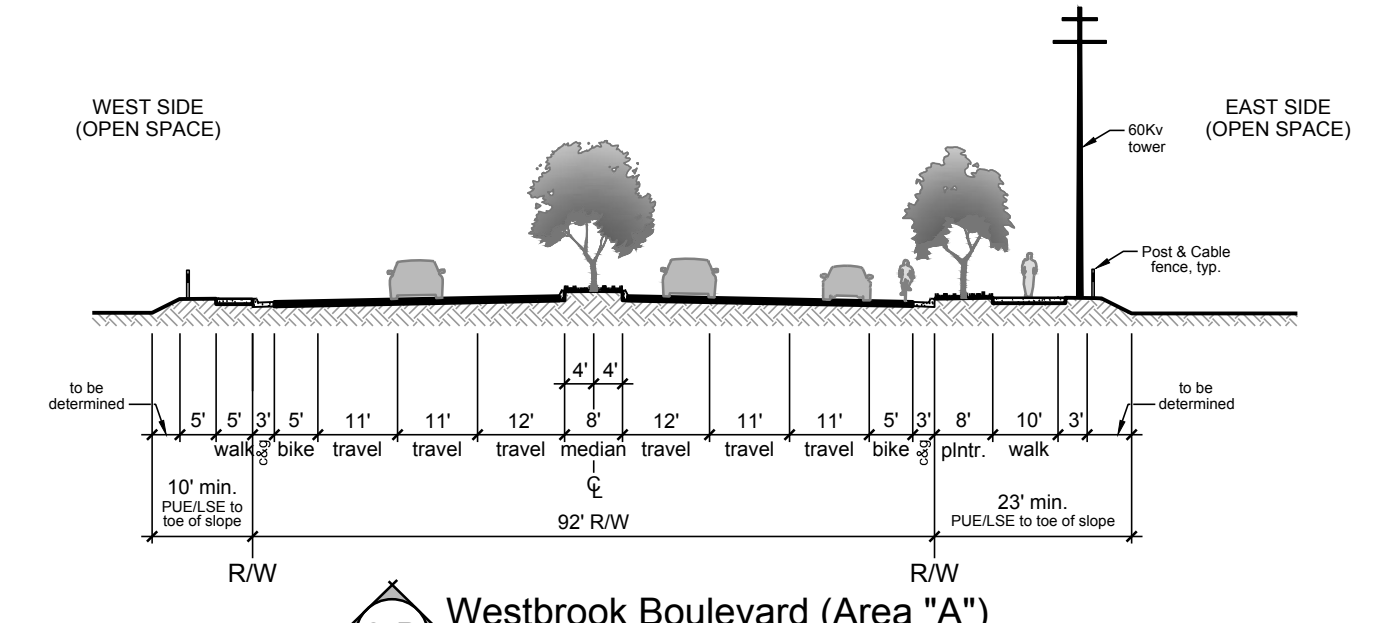
Blue Oaks Boulevard
6 Lane Arterial
n.t.s.



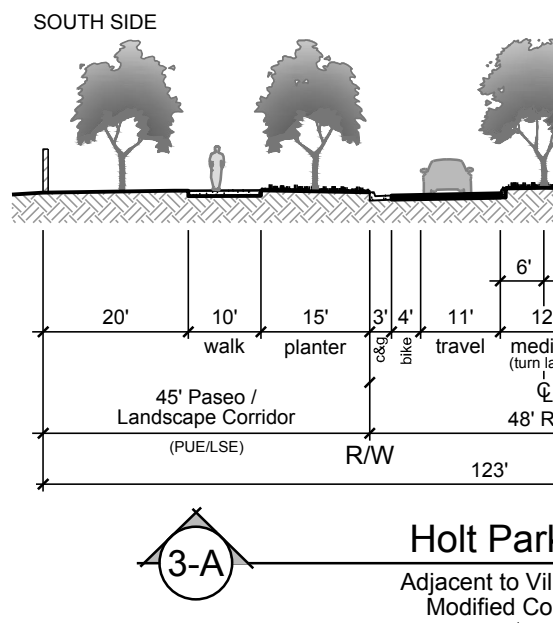
Blue Oaks Boulevard (Interim)
6 Lane Arterial
n.t.s.



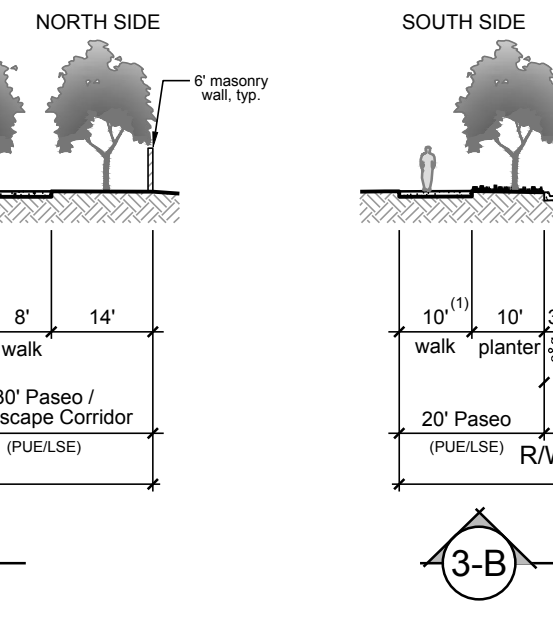
Westbrook Boulevard
6 Lane Arterial
n.t.s.



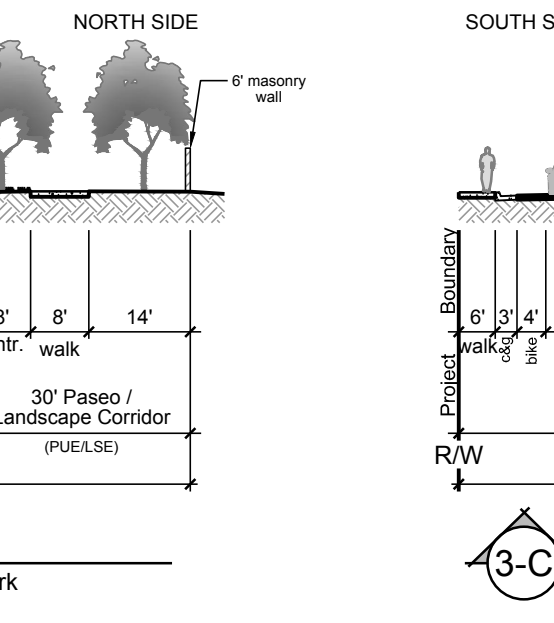
Westbrook Boulevard (Area 'A')
At Open Spaces C-51 & C-52
n.t.s.



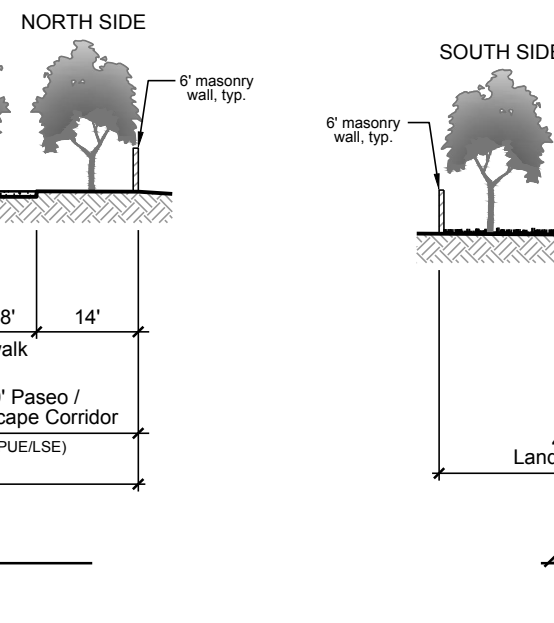
Holt Parkway
Adjacent to Village C-8
Modified Collector
n.t.s.



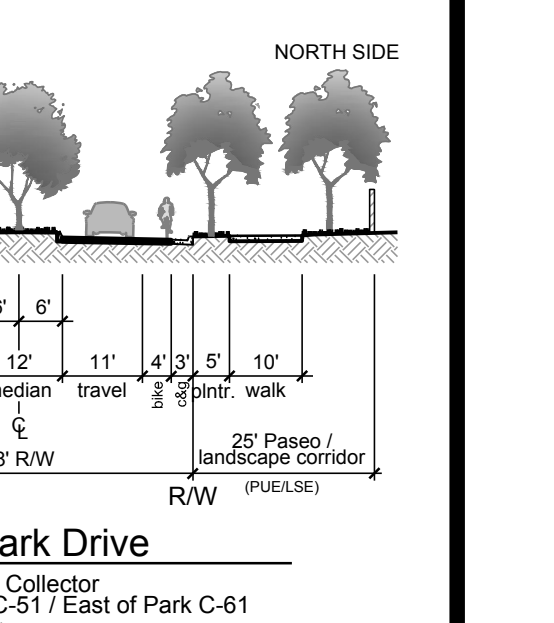
Holt Parkway
Adjacent to School / Park
Modified Collector
n.t.s.



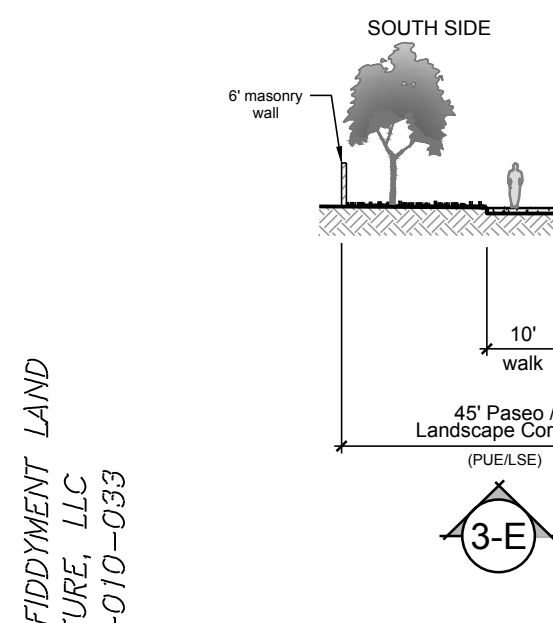
Holt Parkway
East of Village C-8
Modified Collector
n.t.s.



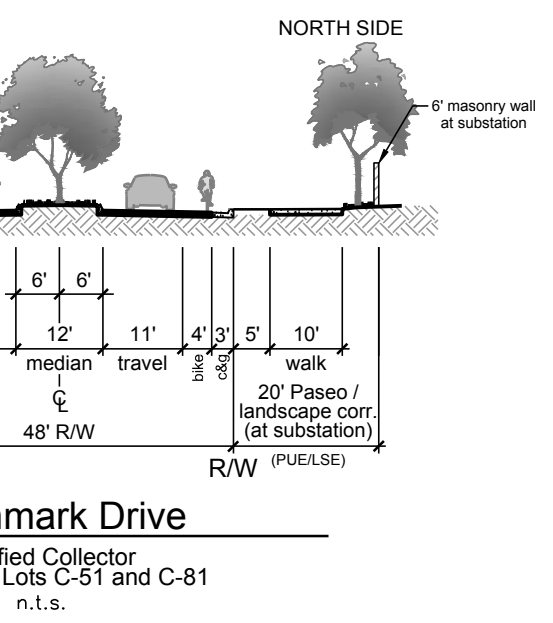
Benchmark Drive
West of Open Space C-51 / East of Park C-61
n.t.s.



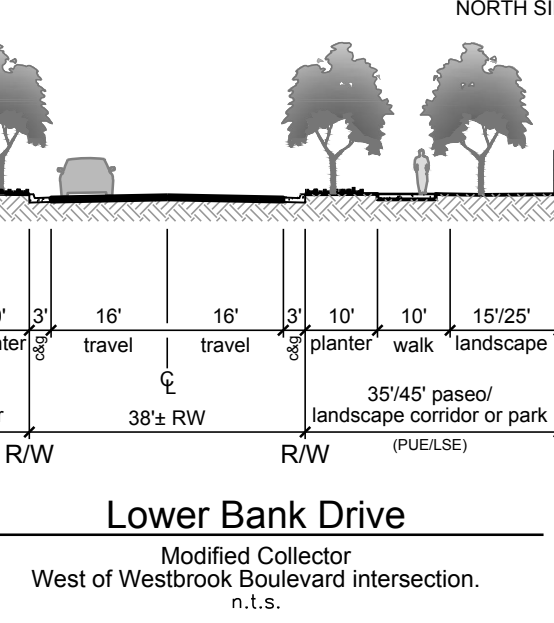
Benchmark Drive
West of Open Space C-51 / East of Park C-61
n.t.s.



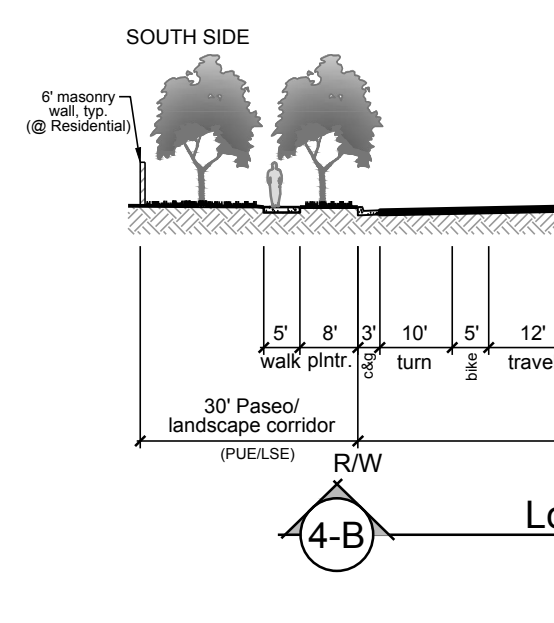
Benchmark Drive
adjacent to Lot C-51 and C-61
n.t.s.



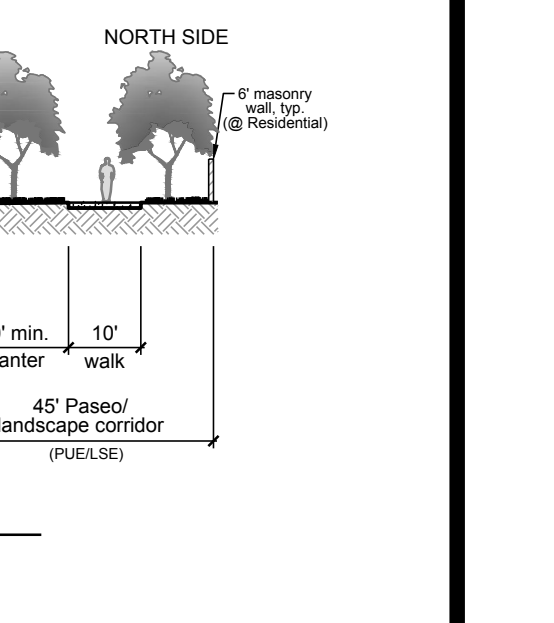
Lower Bank Drive
Modified Collector
West of Westbrook Boulevard intersection
n.t.s.



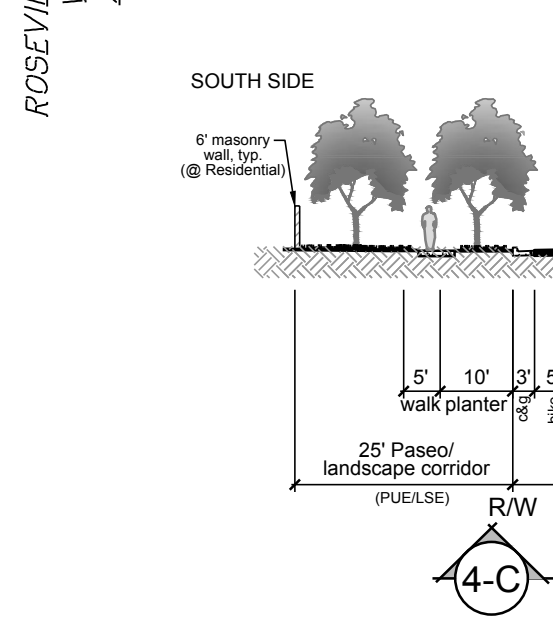
Lower Bank Drive
Modified Collector
Between Blue Oaks Blvd. & Westbrook Blvd.
n.t.s.



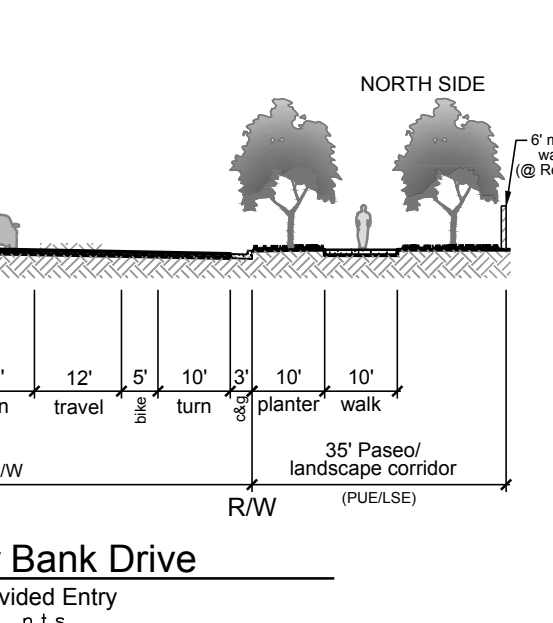
Lower Bank Drive
Divided Entry
n.t.s.



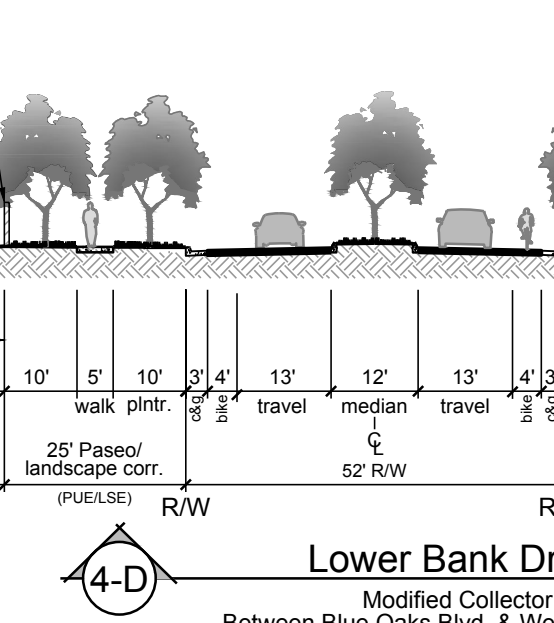
Lower Bank Drive
Divided Entry
n.t.s.



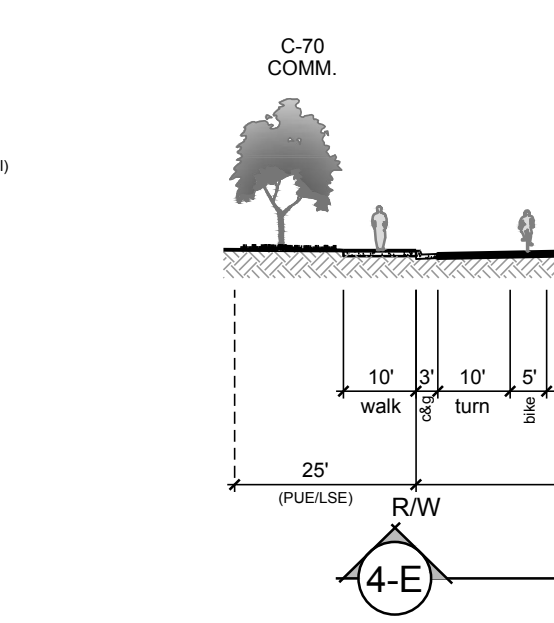
Lower Bank Drive
Divided Entry
n.t.s.



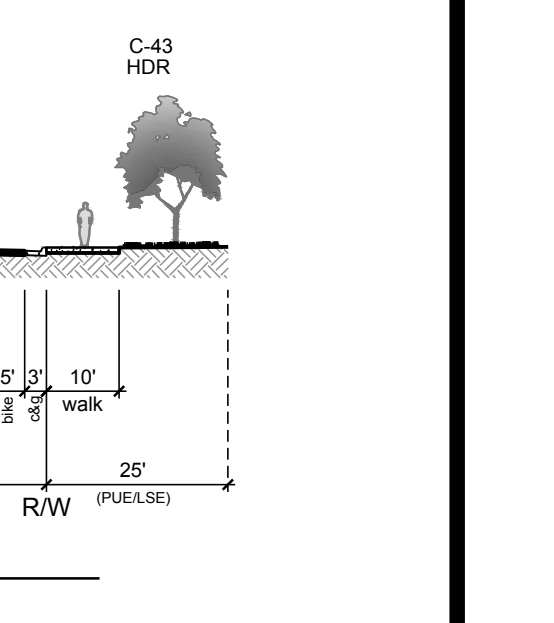
Lower Bank Drive
Divided Entry
n.t.s.



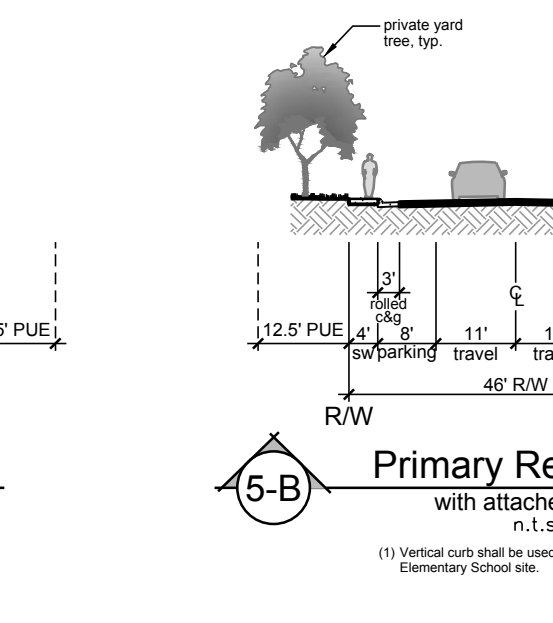
Lower Bank Drive
Divided Entry
n.t.s.



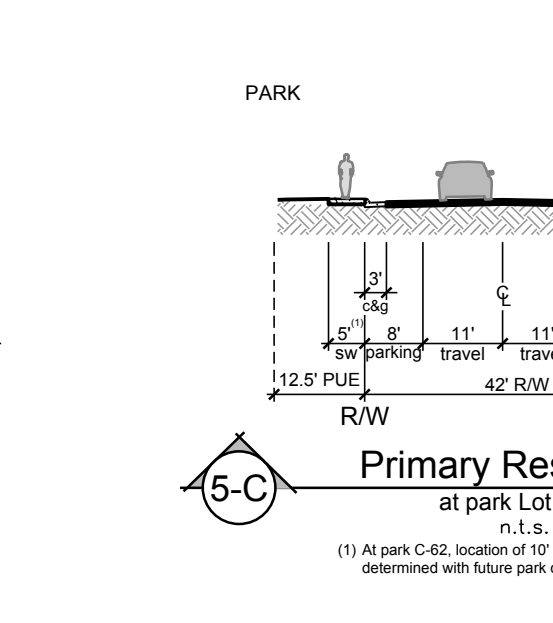
Lower Bank Drive
Divided Entry
n.t.s.



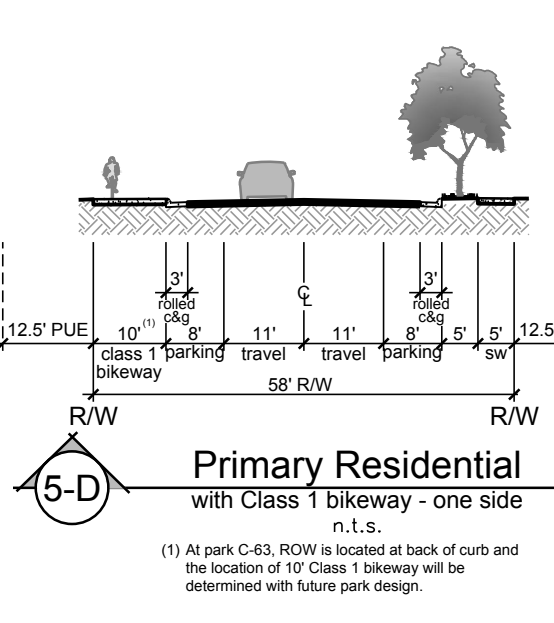
Lower Bank Drive
Divided Entry
n.t.s.



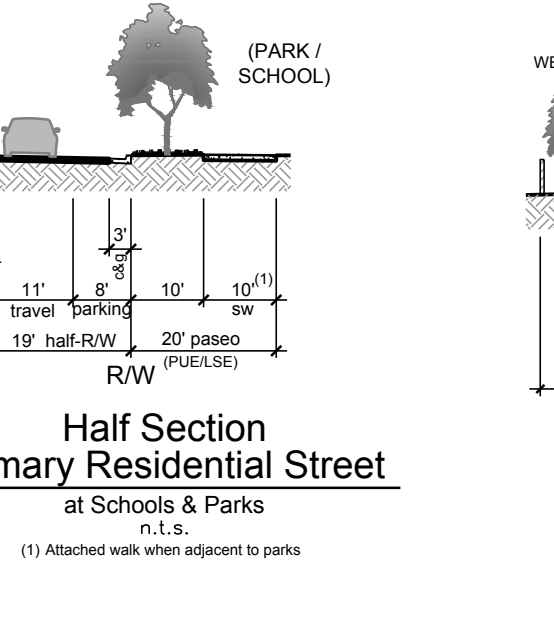
Primary Residential
with detached walks
n.t.s.



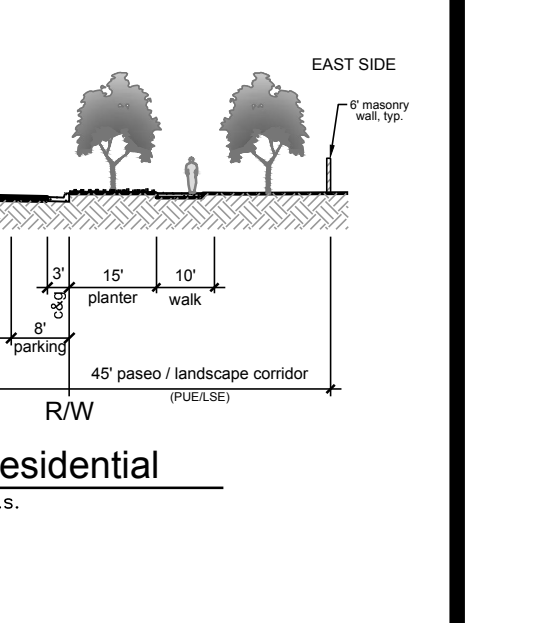
Primary Residential
with detached walks
n.t.s.



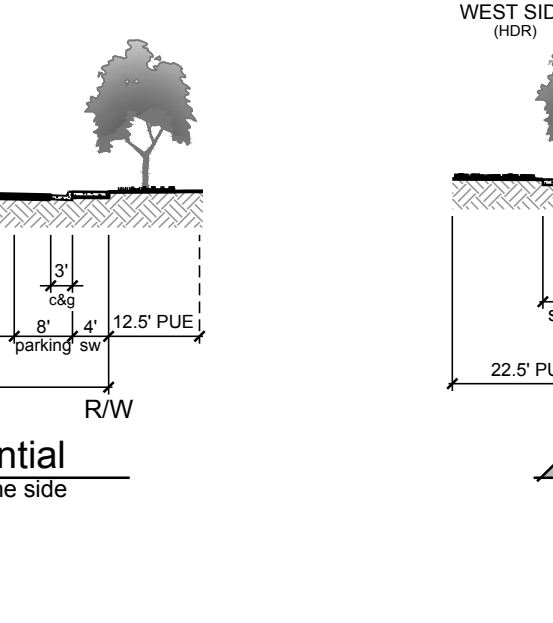
Primary Residential
with detached walks
n.t.s.



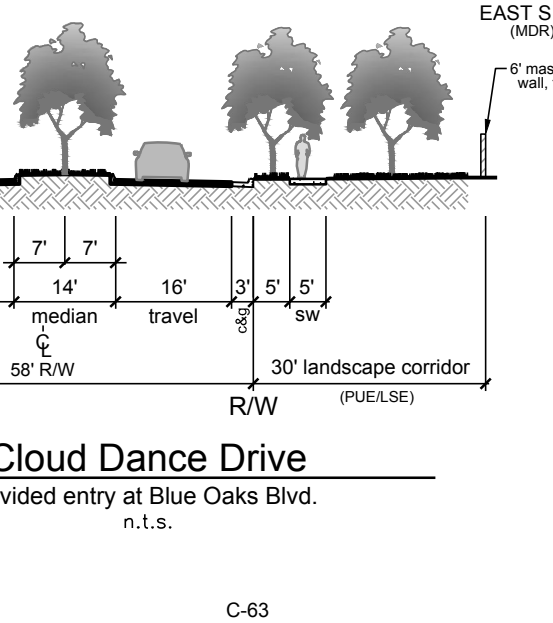
Primary Residential
with detached walks
n.t.s.



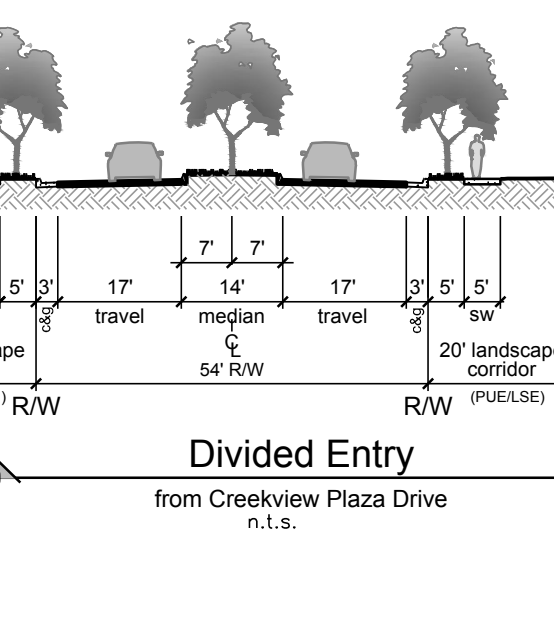
Primary Residential
with detached walks
n.t.s.



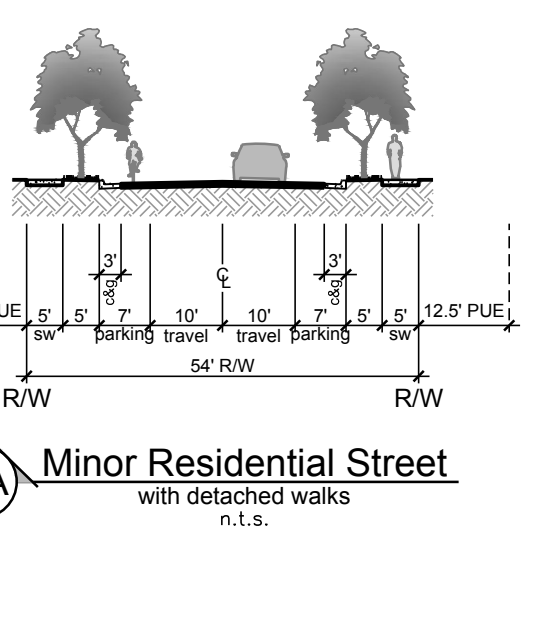
Primary Residential
with detached walks
n.t.s.



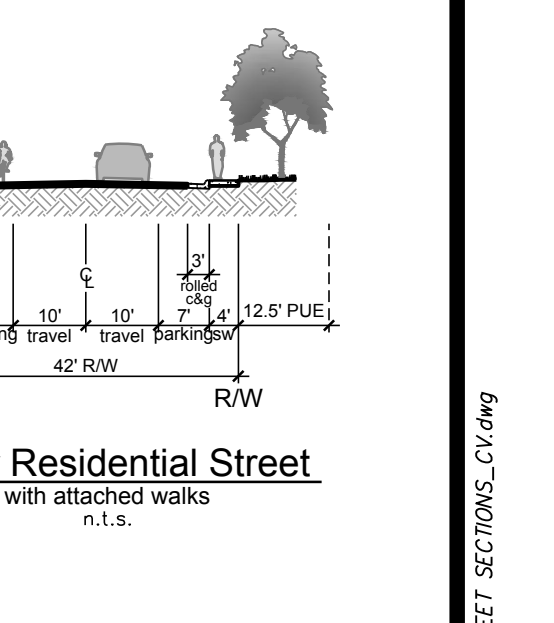
Primary Residential
with detached walks
n.t.s.



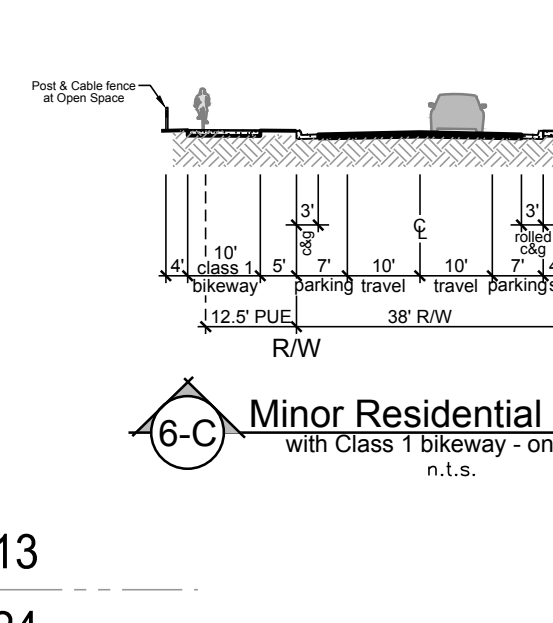
Primary Residential
with detached walks
n.t.s.



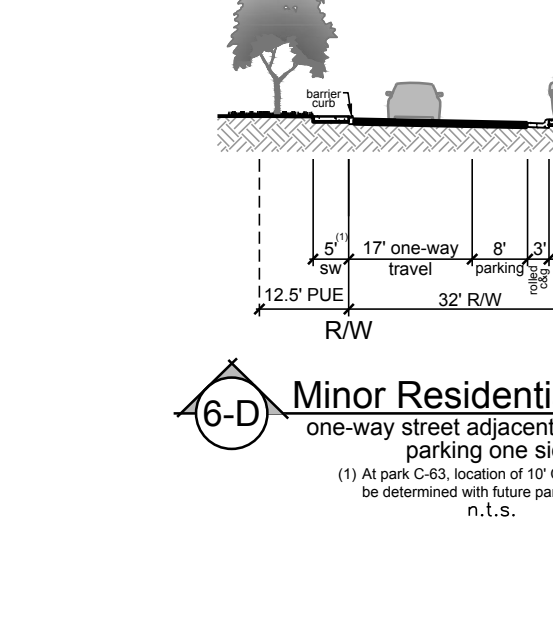
Primary Residential
with detached walks
n.t.s.



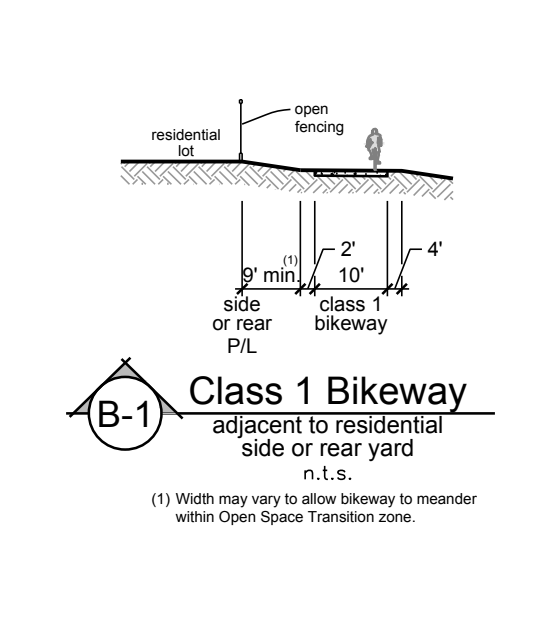
Primary Residential
with detached walks
n.t.s.



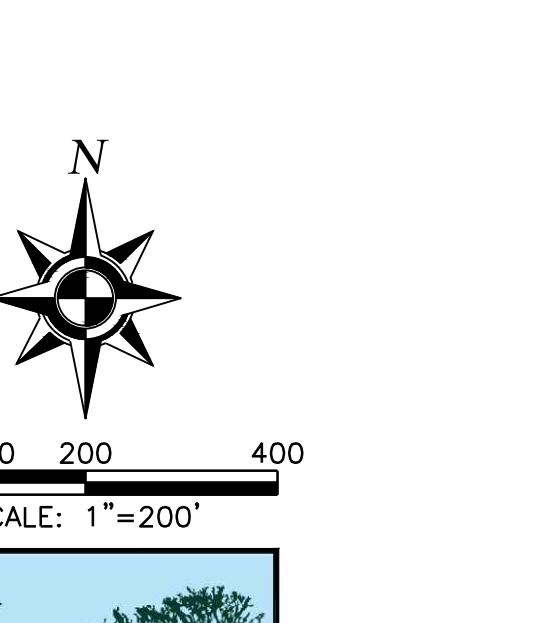
Primary Residential
with detached walks
n.t.s.



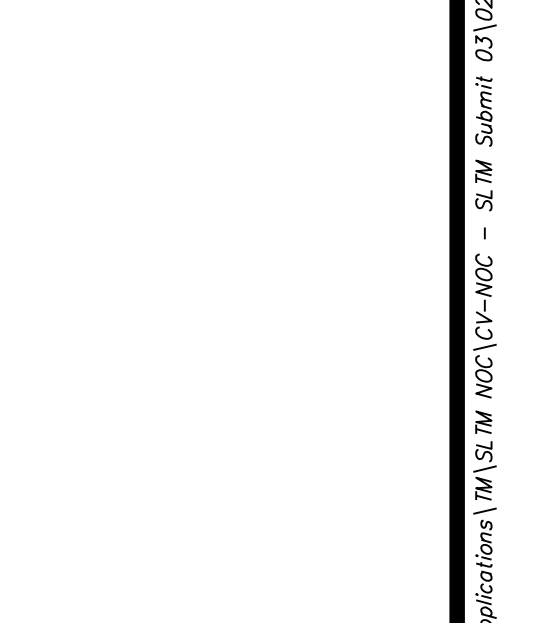
Primary Residential
with detached walks
n.t.s.



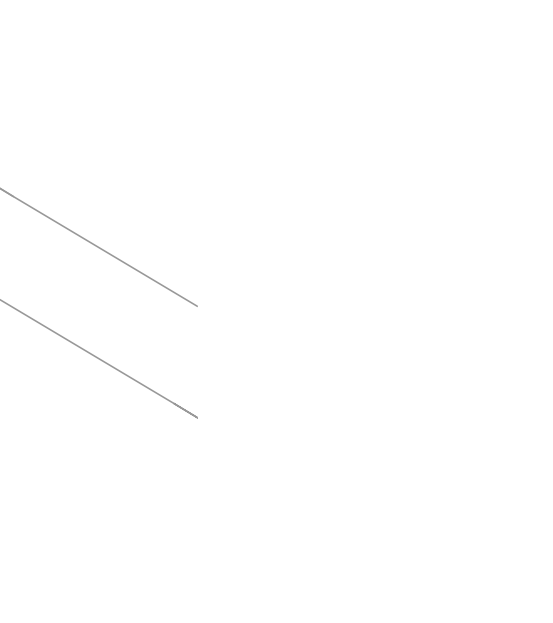
Primary Residential
with detached walks
n.t.s.



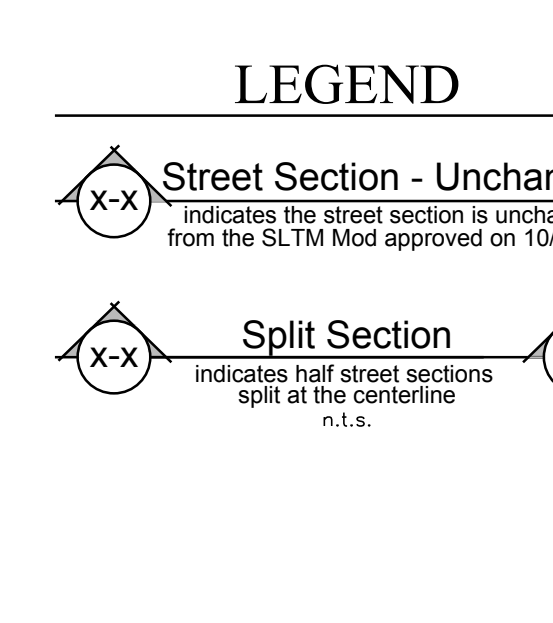
Primary Residential
with detached walks
n.t.s.



Primary Residential
with detached walks
n.t.s.



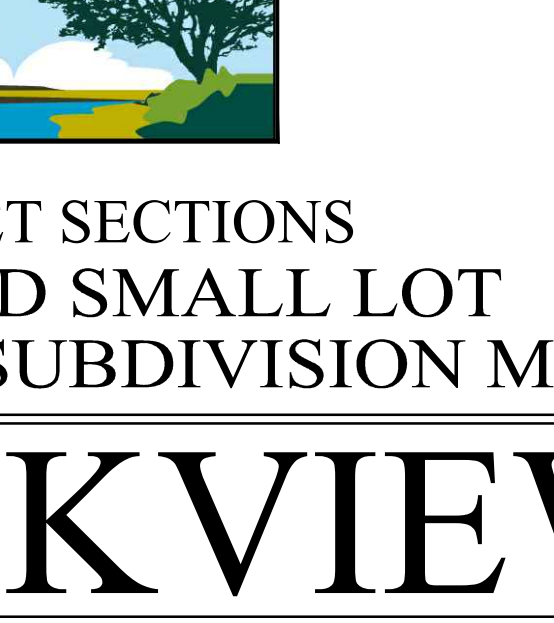
Minor Residential Street
with detached walks
n.t.s.



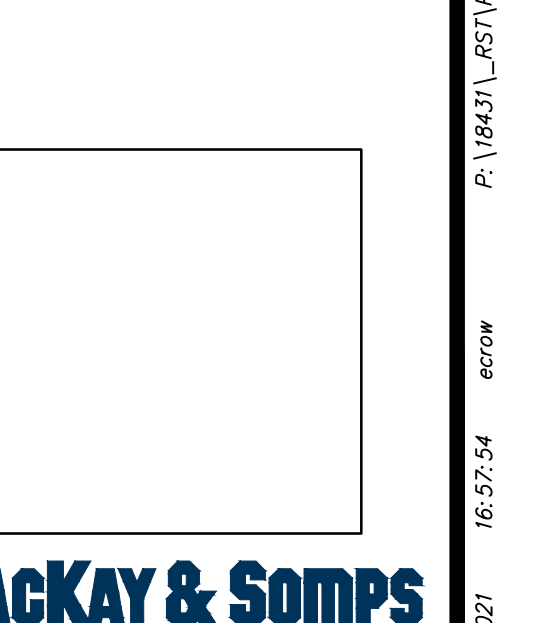
Minor Residential Street
with detached walks
n.t.s.



Minor Residential Street
with detached walks
n.t.s.

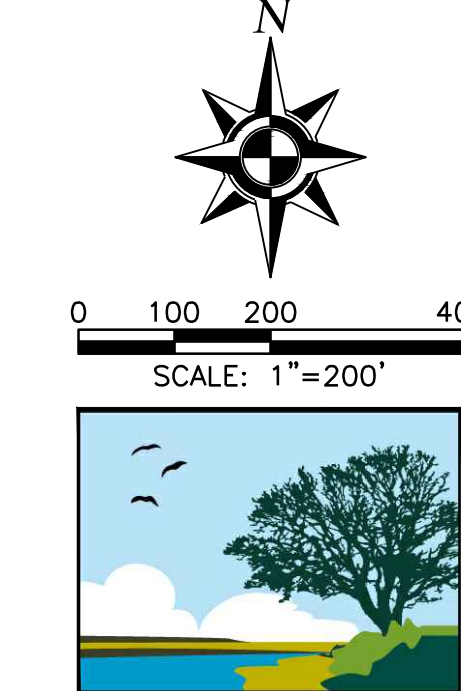


Minor Residential Street
with detached walks
n.t.s.



Minor Residential Street
with detached walks
n.t.s.

- LEGEND**
- Street Section - unchanged
 - Split Section



STREET SECTIONS
MODIFIED SMALL LOT
TENTATIVE SUBDIVISION MAP

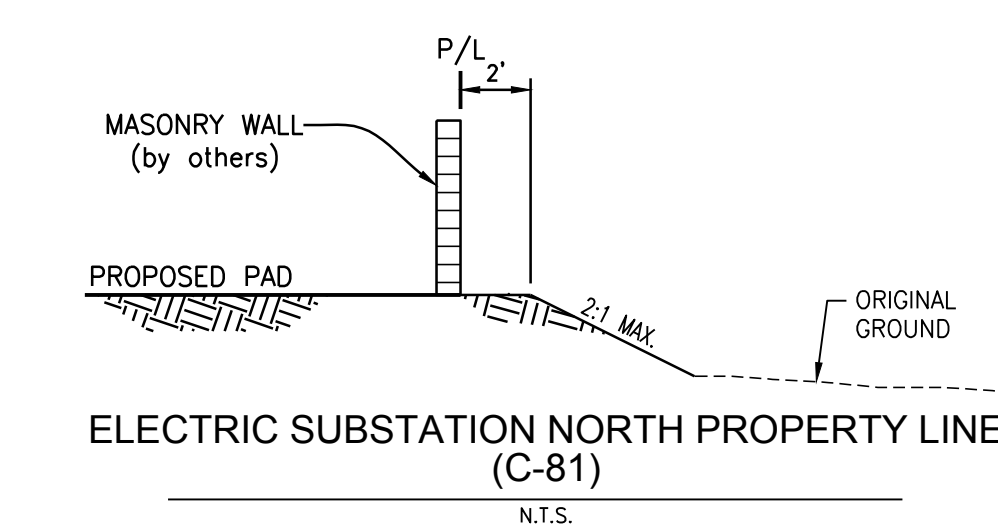
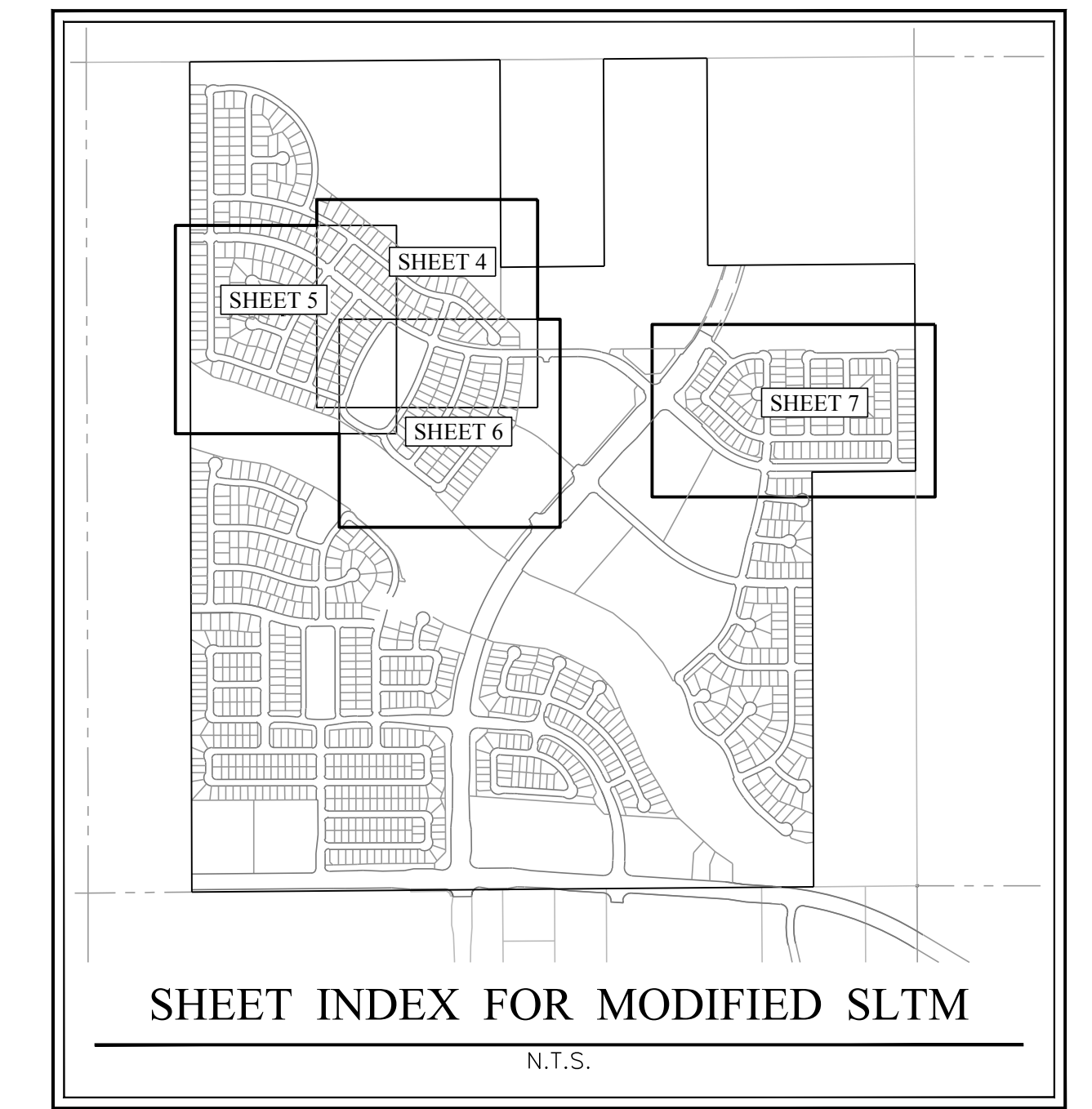
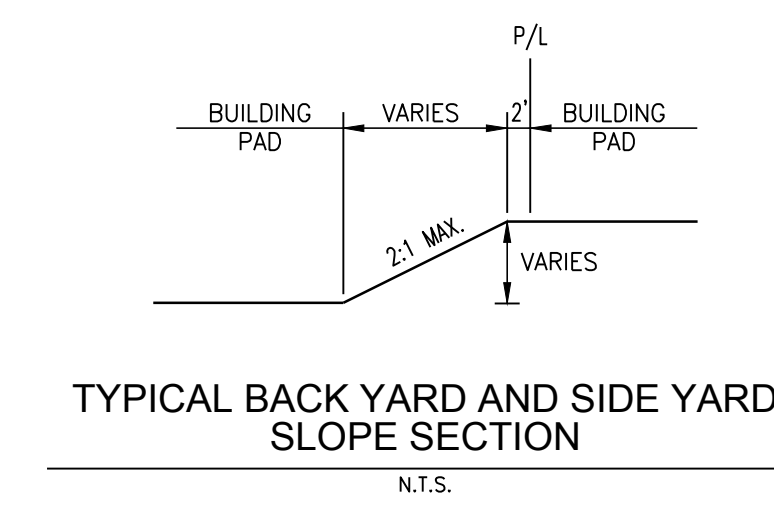
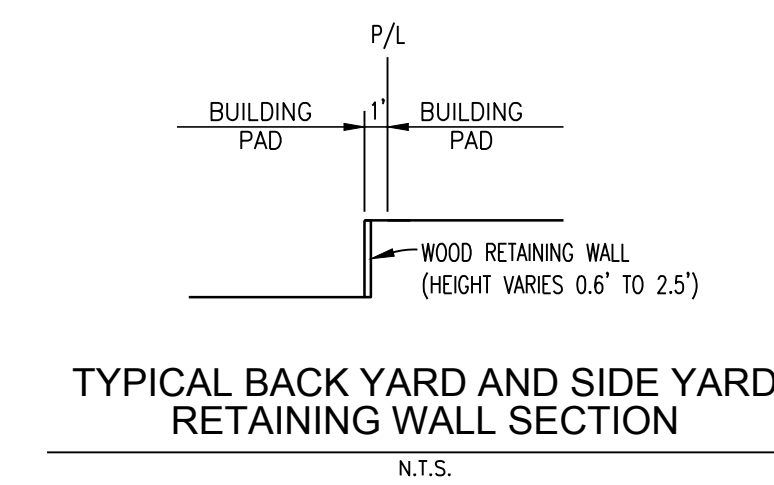
CREEKVIEW

Scale: 1"=200'

April 30, 2021

Mackay & Somps
PLANNERS
SURVEYORS

Sheet 2 of 7

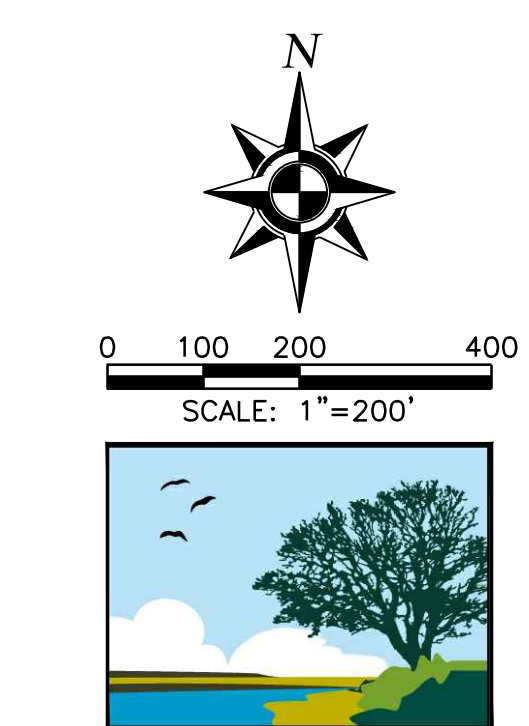
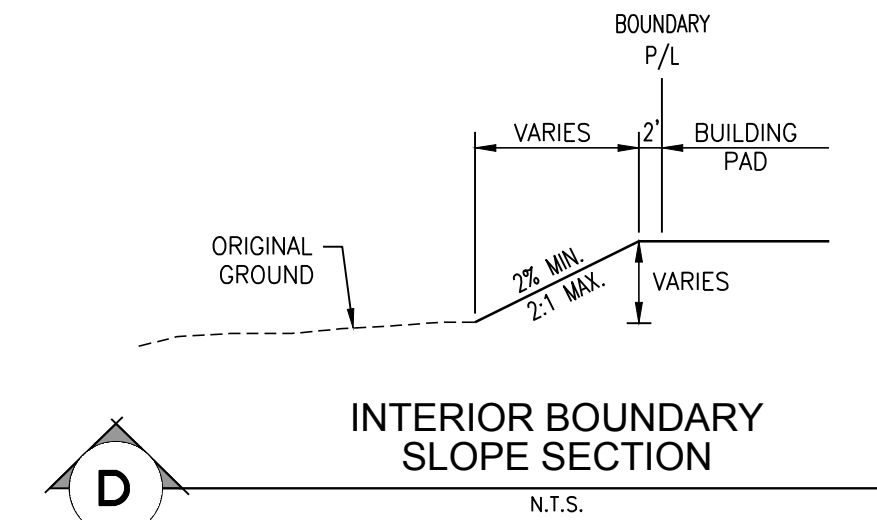
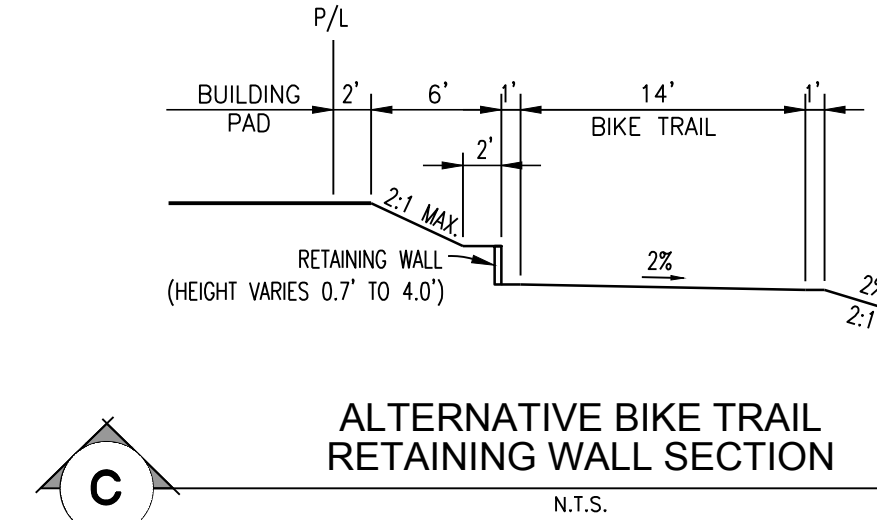
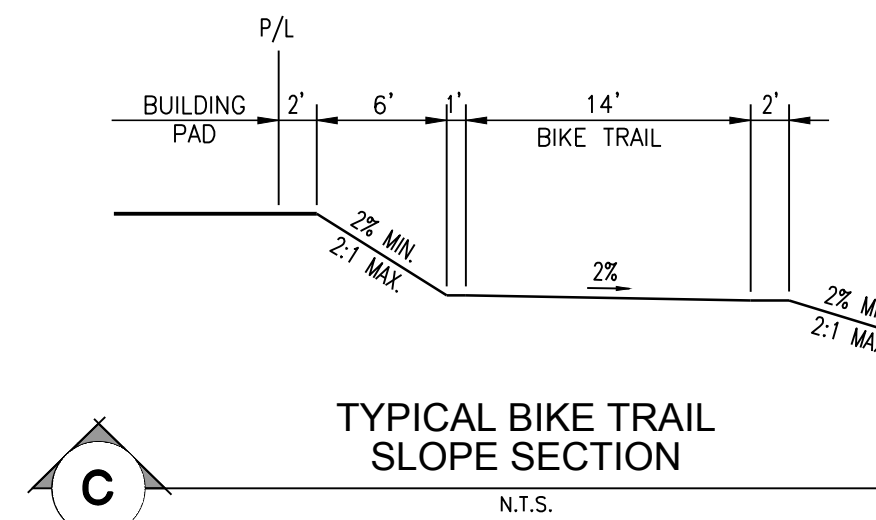
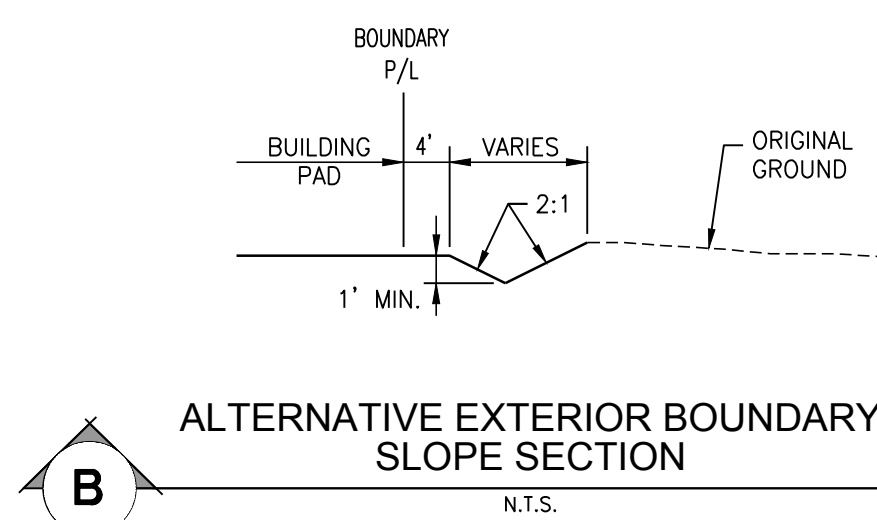
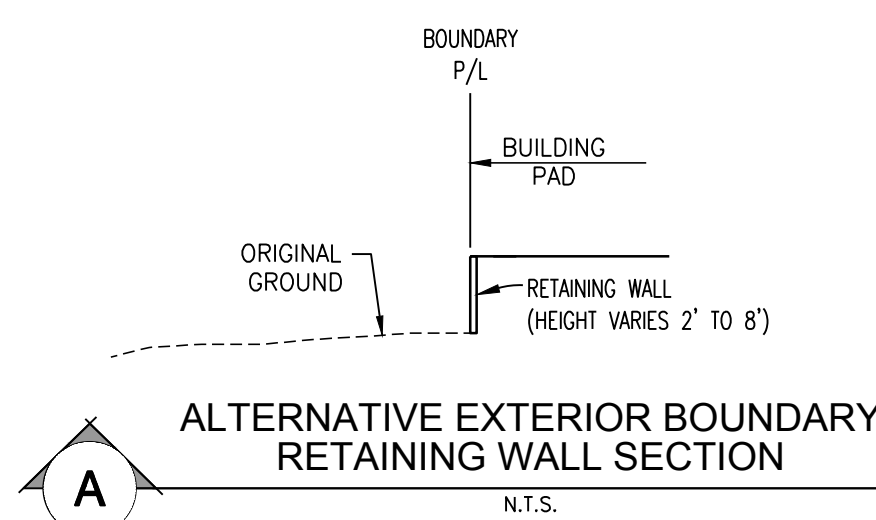
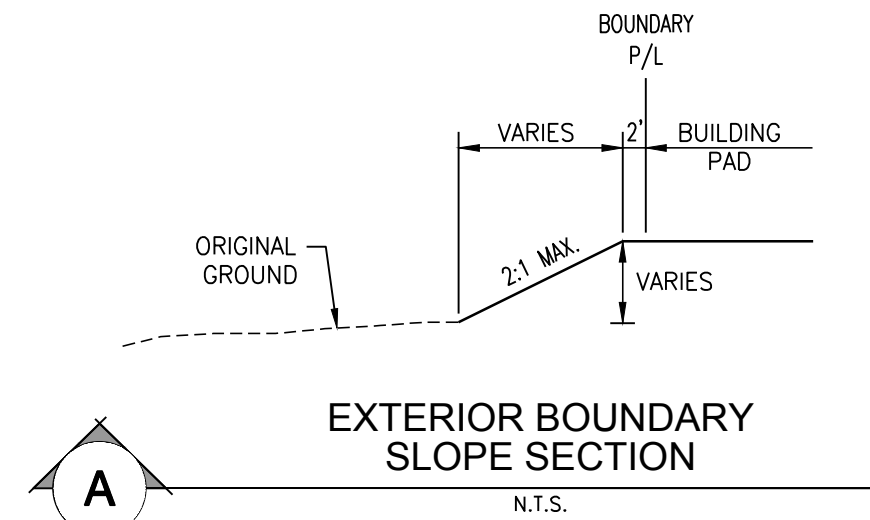
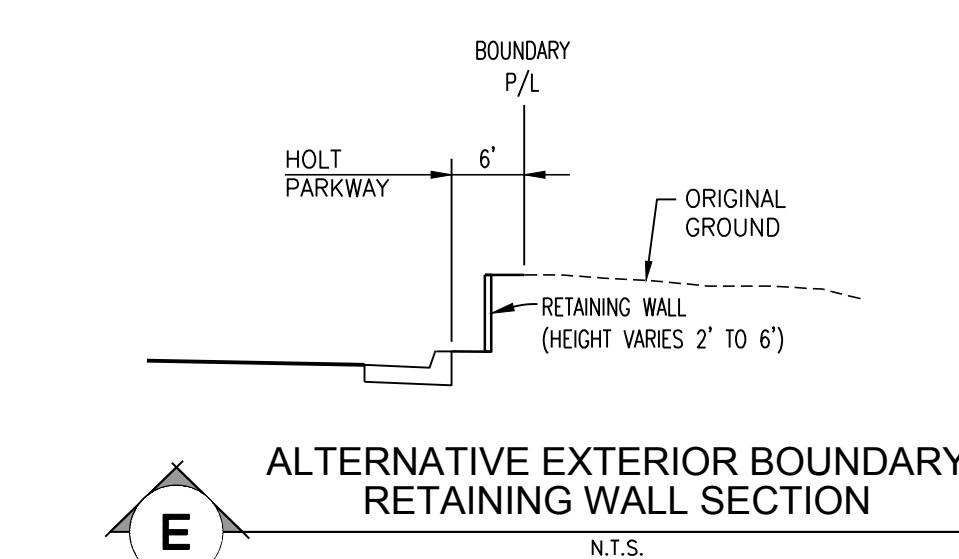
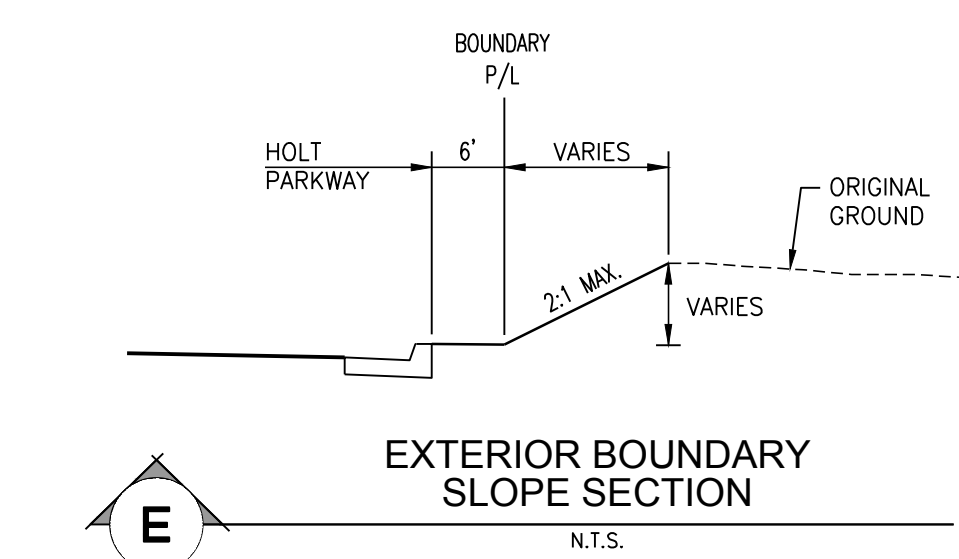


PROPOSED	DESCRIPTION	EXISTING
	STORM DRAIN PIPE	
	STORM DRAIN MANHOLE	
	DROP INLET	
	PAD GRADE	
	PAD GRADE	

- NOTES**

 1. ALL EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE.
 2. UTILITIES MAY BE PHASED DEPENDING UPON THE DEVELOPMENT SEQUENCE OF THE PROJECT, SUBJECT TO THE REVIEW OF THE CITY OF ROSEVILLE.
 3. THE PROPOSED WATER AND SEWER INFRASTRUCTURE LOCATION AND SIZES ARE SUBJECT TO CHANGE DURING FINAL DESIGN.
 4. ANY OFFSITE GRADING SHALL REQUIRE RIGHT OF ENTRY FROM ADJOINING PROPERTY OWNER.

ESTIMATED EARTHWORK SUMMARY		
CUT:	1,094,000	c.y.
FILL:	937,200	c.y.
ADJ. FILL:	1,077,700	c.y.
NET CUT:	16,300	c.y.



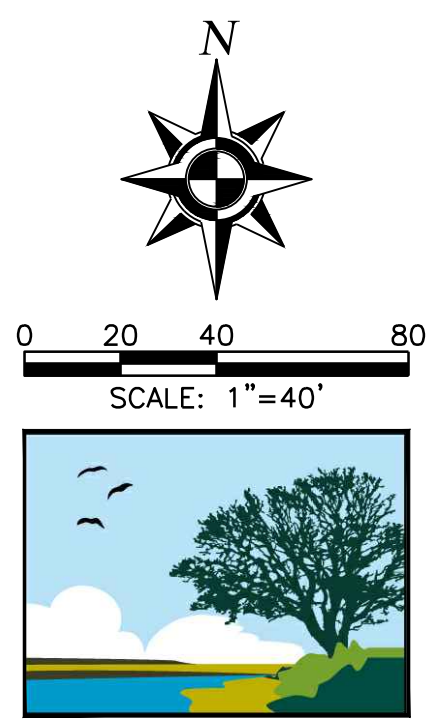
CONCEPTUAL GRADING & DRAINAGE
MODIFIED SMALL LOT
TENTATIVE SUBDIVISION MAP

CREEKVIEW

MACKEY & SOMPS
ENGINEERS PLANNERS SURVEYORS



LEGEND		
PROPOSED	DESCRIPTION	EXISTING
	SANITARY SEWER PIPE	
	SANITARY SEWER MANHOLE	
	WATER LINE	
	RECYCLED WATER LINE	
	GATE VALVE	
	FIRE HYDRANT	
	BLOW-OFF VALVE	
	STORM DRAIN PIPE	
	STORM DRAIN MANHOLE	
	DROP INLET	
	PAD GRADE	
	MASONRY WALL	
	OAK TREE REMOVAL	
	OVERLAND RELEASE FOR DRAINAGE	
	BMP TREATMENT SWALE	



CONCEPTUAL GRADING, DRAINAGE, & UTILITIES
MODIFIED SMALL LOT
TENTATIVE SUBDIVISION MAP

CREEKVIEW

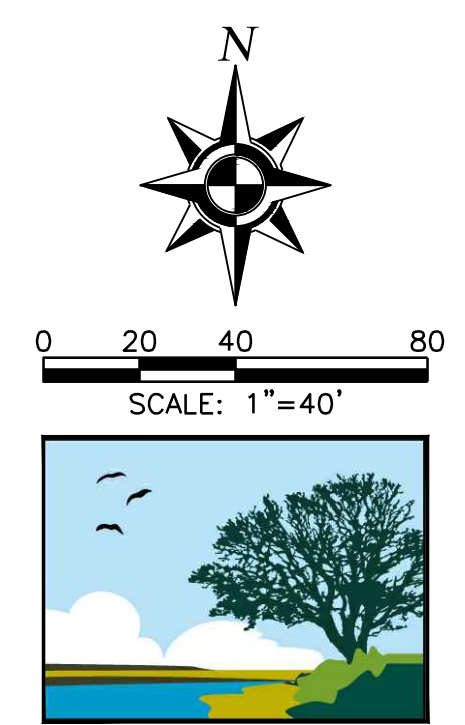
Scale: 1"=40'

April 30, 2021

MACKEY & SOMPS
ENGINEERS PLANNERS SURVEYORS

Sheet 4 of 7

CV SLTM 40bc Grading & Utilities 18431.RST



CONCEPTUAL GRADING, DRAINAGE, & UTILITIES
MODIFIED SMALL LOT
TENTATIVE SUBDIVISION MAP

CREEKVIEW

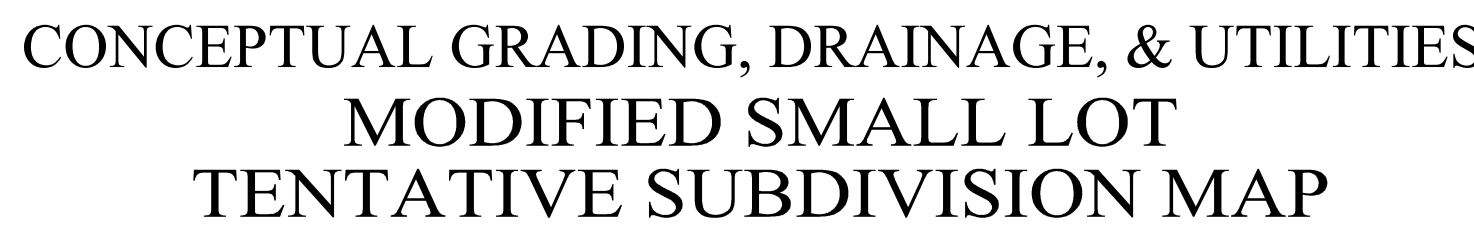
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April 30, 2021

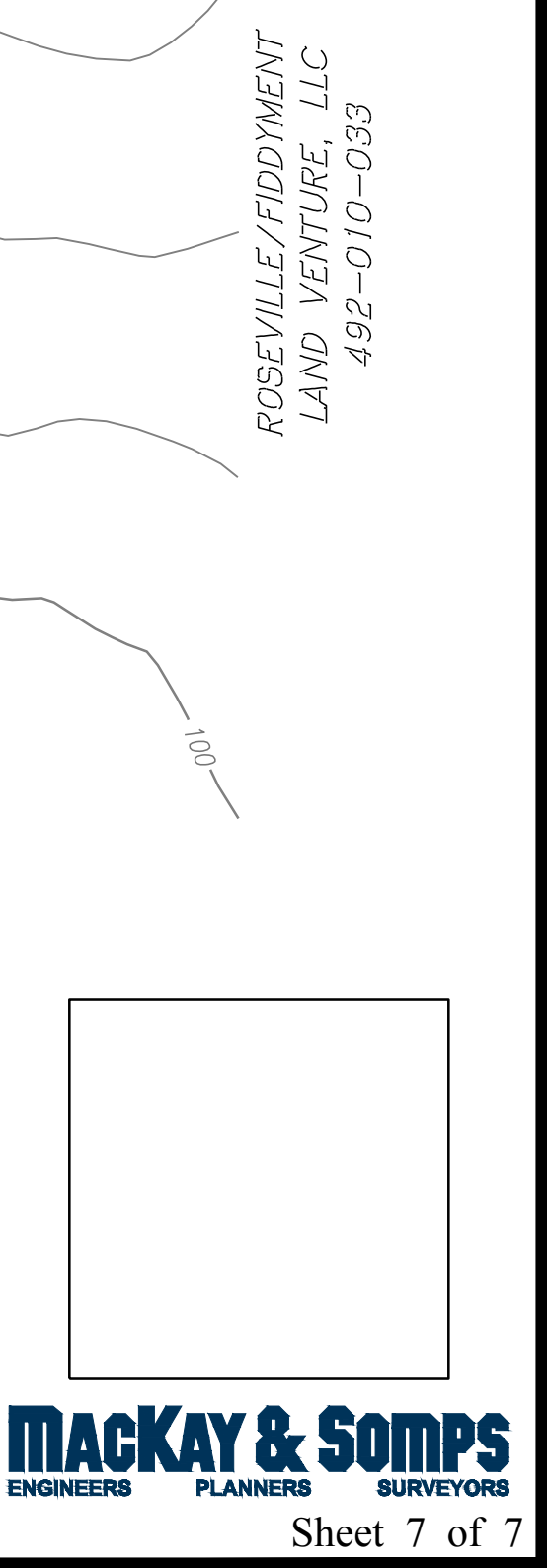
MACKEY & SOMPS
ENGINEERS PLANNERS SURVEYORS

Sheet 5 of 7

CV SLTM 40ac Grading & Utilities 18431.RST



Scale: 1"= 40'





Development Services Department
Planning Division
311 Vernon Street
Roseville, California 95678-2649

July 23, 2021

Brian Moore
Anthem United Creekview Development
Limited Partnership
3001 Douglas Blvd., Suite 200
Roseville, CA 95661
BMoore@AnthemUnited.com

Kris Steward
Plan Steward, Inc.
5716 Folsom Boulevard #339
Sacramento, CA 95819
kris@plansteward.com

**SUBJECT: CSP PCL C-1 TO C-7, C-20 TO C-22, C-40, C-43, C-50, C-52, C-60 & C-80 –
Creekview Amendments
File # PL20-0201
Citywide Job # 190537**

On **JULY 22, 2021**, the *Planning Commission* **CONSIDERED** the **SECOND ADDENDUM TO THE CREEKVIEW SPECIFIC PLAN ENVIRONMENTAL IMPACT REPORT (EIR); RECOMMENDED APPROVAL** of a request for a **GENERAL PLAN AMENDMENT (LAND USE MAP), SPECIFIC PLAN AMENDMENT (TEXT AND LAND USE MAP), REZONE, and SECOND AMENDMENT OF THE CREEKVIEW DEVELOPMENT AGREEMENT**; and **APPROVED** the request for a **SMALL LOT TENTATIVE SUBDIVISION MAP, LARGE LOT TENTATIVE SUBDIVISION MAP MODIFICATION, and SMALL LOT TENTATIVE SUBDIVISION MAP MODIFICATION** located at **3764 WESTBROOK BL.**

ADVISORY ACTION

The Planning Commission action on the **GENERAL PLAN AMENDMENT (LAND USE MAP), SPECIFIC PLAN AMENDMENT (TEXT AND LAND USE MAP), REZONE, and SECOND AMENDMENT OF THE CREEKVIEW DEVELOPMENT AGREEMENT** is a recommendation and does not grant the applicant any entitlements. These items require action by the City Council. The City Council will consider these items at a later date.

EXPIRATION DATE

You have two (2) years from the date of the Planning Commission's approval in which to effectuate the permit, or else the **SMALL LOT TENTATIVE SUBDIVISION MAP, LARGE LOT TENTATIVE SUBDIVISION MAP MODIFICATION, and SMALL LOT TENTATIVE**

SUBDIVISION MAP MODIFICATION approval becomes null and void. The expiration date of this request is **JULY 22, 2023**.

EXTENSION OF PERMIT

You may request that the **SMALL LOT TENTATIVE SUBDIVISION MAP, LARGE LOT TENTATIVE SUBDIVISION MAP MODIFICATION, and SMALL LOT TENTATIVE SUBDIVISION MAP MODIFICATION** permit be extended for a period up to a maximum of six (6) years. An application for an extension shall be submitted to the Planning Division prior to the expiration date indicated above. No notice will be sent to you prior to the date of permit expiration.

YOU WILL BE RESPONSIBLE FOR REQUESTING ANY EXTENSION.

FEE NOTIFICATION

Per Government Code Section 66000, et seq, this notice shall serve as notification that the 90 day appeal period has begun in which the applicant may protest the imposition of fees, dedications, reservations, or other exactions imposed under the provisions of Government Code Section 66020 to the City Council. The appeal shall be filed in writing or on a form provided by the City stating the reasons for the appeal as provided for in Government Code Section 66020. **The appeal shall be filed with the City Clerk.**

APPEAL PROCEDURE

The decision of the Planning Commission is final unless appealed. This decision must be appealed to the City Council by filing a written appeal and paying the required fee **within ten (10) calendar days of July 22, 2021. The appeal shall be filed with the City Clerk.**

You may be precluded from filing a lawsuit to challenge this decision unless you use this opportunity for administrative appeal and raise any issues you believe to be wrongly decided.

Persons wishing to commence a court case challenging this decision must do so within ninety (90) days of the final decision (after all administrative appeals are exhausted) pursuant to Code of Civil Procedures Section 1094.6. (See Roseville City Council Resolution No. 82-81)

CONDITIONS OF APPROVAL FOR SMALL LOT TENTATIVE SUBDIVISION MAP (C-20, C-21 & C-22)

1. The project is approved as shown in Exhibit E, and as conditioned or modified below. (Planning)
2. The Tentative Subdivision Map shall not be deemed approved until the actions on the General Plan Amendment, Specific Plan Amendment, Rezone, and Development Agreement are approved and become effective. (Planning)

3. The approval of a Tentative Map and/or tentative site plan does not constitute approval of proposed improvements as to size, design, materials, or location, unless specifically addressed in these conditions of approval. (Engineering)
4. The design and construction of all improvements shall conform to the Design and Construction Standards of the City of Roseville, or as modified by these conditions of approval, or as directed by the City Engineer. (Engineering)
5. The applicant shall pay City's actual costs for providing plan check, mapping, GIS, and inspection services. This may be a combination of staff costs and direct billing for contract professional services. Project billing may occur up to two (2) months after the end of warranty or the Notice of Termination date for the SWPPP, whichever occurs later. (Engineering, Environmental Utilities, Electric, Finance)
6. The applicant shall not commence with any on-site improvements or improvements within the right-of-way until such time as grading and/or improvement plans have been submitted for review and are approved with grading and/or encroachment permits issued by the Department of Development Services – Engineering Division. (Engineering)
7. The approval of this project does not constitute approval of proposed improvements as to size, design, materials, or location, unless specifically addressed in these conditions of approval. The Developer shall submit civil drawings to the Department of Development Services – Engineering Division for review and approval. (Engineering)
8. The project shall comply with all required environmental mitigation identified in the Creekview Specific Plan Environmental Impact Report (SCH #02008032017, adopted September 19, 2012) and subsequent Addendum, and shall include all applicable mitigation measures as notes on the grading plans. (All Departments)
9. Prior to issuance of building permits for construction of homes within the subdivisions, the home builder shall be required to submit for a Design Review for Residential Subdivision (DRRS) to review the proposed architecture and home designs. Detailed information (e.g., floor plans, architectural styles, colors and materials, etc.) shall be provided at that time. (Planning)

PRIOR TO ISSUANCE OF A GRADING PERMIT AND/OR IMPROVEMENT PLANS

10. Landscape Plans for all landscape corridors and all landscaped common areas shall be approved with the improvement plans. Landscaping shall be installed for Substantial Completion of the subdivision improvements. Landscape corridors shall also successfully complete the required establishment period. The landscape plan shall comply with the Creekview Specific Plan and the City of Roseville Water Efficient Landscape Ordinance. (Planning, Engineering, Parks, Fire, Environmental Utilities)

11. Grading around the native oak trees or other natural features shall be as shown on the tentative map or as approved in these conditions. (Planning)
12. The applicant shall submit to the Engineering Division the appropriate Army Corps of Engineers permit or clearance, the California Department of Fish and Game Stream Bed Alteration Agreement, and/or the Regional Water Quality Control Board Water Quality Certificate. (Planning)
13. The grading and improvement plans shall be designed in accordance with the City's Improvement Standards and Construction Standards and shall reflect the following:
 - a. Street improvements including, but not limited to, curb, gutter, sidewalk, pavement, drainage systems, traffic striping, signing, medians and markings, etc. along all existing and proposed City streets, as required by Engineering.
 - b. Grading shall comply with the City grading ordinance. Erosion control devices (sediment traps, ditches, straw bales, etc.) shall be shown on the grading plans. All erosion control shall be installed prior to the onset of wet weather. Erosion control is installed to minimize silt discharge from the project site. It is incumbent upon the applicant to ensure that necessary measures are taken to minimize silt discharge from the site. Therefore modification of the erosion control plan may be warranted during wet weather conditions.
 - c. A rough grading permit may be approved by the Engineering Department prior to approval of the improvement plans.
 - d. Access to the floodplain as required by Engineering and the Streets Department.
 - e. Standard Accessible ramps shall be installed at all curb returns per City Standards. (Engineering)
14. For all work to be performed off-site, permission to enter and construct shall be obtained from the property owner, in the form of a notarized right-of-entry. Said notarized right-of-entry shall be provided to the Engineering Division prior to approval of any plans. (Engineering)
15. The applicant shall apply for and obtain an encroachment permit from the Engineering Department prior to any work conducted within the City right-of-way. (Engineering)
16. The Improvement Plans shall include a complete set of Landscape Plans. The Landscape Plans shall be approved with the Improvement Plans. (Planning, Engineering, Fire, Environmental Utilities, Electric)
17. The applicant shall remove and reconstruct any existing damaged curb, gutter, and sidewalk along the property frontage. During site inspection Engineering will designate the exact areas to be reconstructed. (Engineering)

18. All Lots/Parcels shall conform to Class 1 drainage, pursuant to the adopted City of Roseville Improvement Standards, except as shown on the tentative map or as approved in these conditions. (Engineering)

19. The following note shall be added to the Grading and/or Improvement Plans:

To minimize dust/grading impacts during construction the applicant shall:

- a. *Spray water on all exposed earth surfaces during clearing, grading, earth moving and other site preparation activities throughout the day.*
- b. *Use tarpaulins or other affective covers on all stockpiled earth material and on all haul trucks.*
- c. *Sweep the adjacent streets frontages at least once a day or as needed to remove silt and other dirt which is evident from construction activities.*
- d. *Ensure that construction vehicles are cleaned prior to leaving the construction site to prevent dust and dirt from being tracked off site.*
- e. *The City shall have the authority to stop all grading operations, if in the opinion of city staff, inadequate dust control measures are being practiced or excessive wind conditions contribute to fugitive dust emissions. (Engineering)*

20. Westbrook Boulevard a six-lane arterial shall be designed in conformance with the approved tentative map and the Creekview Specific Plan. (Engineering)

21. Benchmark Drive, a modified collector with Paseo, shall be designed in conformance with the approved tentative map and the Creekview Specific Plan. (Engineering)

22. West Creekpark Drive, a primary residential street (West of Westbrook Blvd), shall be designed in conformance with the approved tentative map and the Creekview Specific Plan. (Engineering)

23. East Creekpark Drive, a primary residential street (East of Westbrook Blvd), shall be designed in conformance with the approved tentative map and the Creekview Specific Plan. (Engineering)

24. Clay Creek Drive, a primary residential with Paseo, shall be designed in conformance with the approved tentative map and the Creekview Specific Plan. (Engineering)

25. The typical minor residential street shall be designed in conformance of the approved tentative map and Creekview Specific Plan. The street will consist of 42' of right of way with a typical ½ section of 14' pavement, 4' sidewalk and 12.5' PUE. (Engineering)

26. Phasing of infrastructure improvements shall be consistent with the Development Agreement and the “Creekview Phasing Matrix” prepared by MacKay & Soms as part of the Small Lot Tentative Map. Villages C-20, C-21, and C-22 can be built in any order as long as the required infrastructure improvements are completed according to the aforementioned matrix. (Engineering)
27. Prior to the approval of the improvement plans, it will be the project proponent’s responsibility to pay the standard City Trench Cut Recovery Fee for any cuts within the City streets that are required for the installation of underground utilities. (Engineering)
28. A note shall be added to the grading plans that states:

*“Prior to the commencement of grading operations, the contractor shall identify the site where the **excess/borrow** earthen material shall be imported/deposited. If the **borrow/deposit** site is within the City of Roseville, the contractor shall produce a report issued by a geotechnical engineer to verify that the exported materials are suitable for the intended fill, and shall show proof of all approved grading plans. Haul routes to be used shall be specified.”* (Engineering)
29. A standard bus shelter pad shall be installed at the southwest corner of Westbrook Boulevard and Benchmark Drive/Holt Parkway, along southbound Westbrook Boulevard between Benchmark Drive and Creekpark Drive, adjacent to parcel C-20. The location of the bus shelter pad shall conform to City design standards and be approved by Engineering and Alternative Transportation. (Engineering, Alternative Transportation)
30. Grading around the bus shelter shall be approved by Engineering and Alternative Transportation to facilitate shelter maintenance (Engineering, Alternative Transportation).
31. Developer shall be responsible for the installation cost of a bus shelter and related improvements conforming to the city's current standards on the shelter pad as conditioned above. Upon installation and final inspection by the City of Roseville, the bus shelter and related improvements shall become property of the City of Roseville. The Developer and City shall enter into a construction fee agreement or other agreement based upon a construction cost of \$10,000 per shelter for future construction of the Bus Shelter at the southwest corner of Westbrook Boulevard and Benchmark Drive/Holt Parkway, along southbound Westbrook Boulevard between Benchmark Drive and Creekpark Drive, adjacent to parcel C-20 (shelter number 290). (Engineering, Alternative Transportation)
32. The applicant shall dedicate all necessary rights-of-way for the widening of any streets required with this entitlement. A separate document shall be drafted for approval and acceptance by the City of Roseville, and recorded at the County Recorder’s Office. (Engineering)
33. The applicant shall dedicate a separate drainage easement to the City of Roseville for the storm drain facility required to transfer public storm waters through the site. The easement document

shall be drafted for approval and acceptance by the City of Roseville, and recorded at the County Recorder's Office. (Engineering)

34. The grading plans for the site shall be accompanied with a shed map that defines that area tributary to this site. All drainage facilities shall be designed to accommodate the tributary flow. All on-site storm drainage shall be collected on site and shall be routed to the nearest existing storm drain stub of natural drainage course. (Engineering)
35. All storm drainage, including roof drains, shall be collected on site and treated with Best Management Practices (BMP's) per the City's Stormwater Quality Design Manual. All storm water shall be routed to the nearest existing storm drain system or natural drainage facility. Drain outfalls shall extend down to the receiving water and shall be constructed with adequate velocity attenuation devices. The grading/improvement plans for the site shall be accompanied with a shed map that defines that area tributary to this site and all drainage facilities shall be designed to accommodate the tributary flow. If located within a private subdivision, the storm drain system and proposed BMP's shall be privately owned and maintained by the property owner, unless otherwise identified on the approved tentative map. Prior to the issuance of any permits, the owner shall provide a plan for the maintenance of the proposed BMP's. (Engineering)
36. Prior to approval of improvement plans, drainage calculations must be submitted that are consistent with the Drainage and Stormwater Master Plan for Creekview or the Drainage and Stormwater Master Plan shall be amended as necessary to accommodate any change in sheds. Detention and drainage swales shall also be consistent with the Drainage and Stormwater Master Plan or the Drainage and Stormwater Master Plan shall be amended to reflect any proposed changes. (Engineering)
37. Prior to approval of grading within the Open Space, the developer shall provide a plan that demonstrates that the proposed detention storage volume used to mitigate the 100 year peak flows match the requirements as identified in the Creekview Drainage and Stormwater Master Plan. (Engineering)
38. The grading plans shall be accompanied with engineered structural calculations for all retaining walls greater than 4 feet in height. All retaining walls shall be of either split faced masonry units, keystone type construction, or cast in place concrete with fascia treatment. (Engineering)
39. The developer shall be responsible for any necessary relocation of signal interconnect cables that may require re-location as a result of the construction of turn lanes and/or driveways. (Engineering)
40. To ensure that the design for any necessary widening, construction, or modifications of Public Streets does not conflict with existing dry utilities generally located behind the curb and gutter, and prior to the submittal of design drawings for those frontage improvements, the project

proponent shall have the existing dry utilities pot holed for verification of location and depth.
(Engineering)

41. Sight distances for all driveways shall be clearly shown on the improvement plans to verify that minimum standards are achieved. It will be the responsibility of the project proponent to provide appropriate landscaping and improvement plans, and to relocate and/or modify existing facilities as needed to meet these design objectives. (Engineering)
42. Improvement plans shall show the Preserve boundary and label it as a protected area. The Pre-Construction meeting shall address the presence of the Preserve, the sensitive habitats present and minimization of disturbance to the Preserve. During grading and construction the preserve area shall be avoided and shall not be used for parking, storage, or project staging. The contractor shall remove all trash blown into the preserve from adjacent construction on a daily basis. After construction is complete, the temporary fencing shall be removed from the preserve, along with all temporary erosion control measures (e.g., straw bales, straw waddles and stakes, silt fencing). (Engineering, Development Services, Planning)
43. Prior to construction within any phase of the project, high visibility temporary construction fencing shall be installed along the parcel adjacent to the Preserve. Fencing shall be maintained daily until permanent fencing is installed, at which time the temporary fencing shall be removed from the project site. (Engineering, Development Services, Planning)
44. With the exception of access required for maintenance and/or emergency vehicles, the project shall be designed to prevent vehicle access into the Preserve. Post and cable fencing or other improvements shall be utilized to meet this requirement. (Engineering, Development Services, Planning)
45. Landscaping adjacent to the Preserve shall be California native, drought-tolerant groundcover, shrubs, plants, and trees. (Development Services, Planning)
46. **Prior to the approval of the Improvement Plans**, the project proponent shall provide proof of preparation and submittal of a Storm Water Pollution Prevention Plan (SWPPP) to the Regional Water Quality Control Board (RWQCB). Proof shall be in the form of the Waste Discharge Identification Number (WDID#), provided to the applicant from RWQCB, placed on the coversheet of the improvement plans. Upon approval of the improvement plans, a copy of the SWPPP shall be required onsite and available for viewing by City inspection staff upon request. (Engineering)
47. Developer agrees that the Property shall be subject to and shall pay the City Traffic Mitigation Fee ("TMF"). To the extent that the Traffic Mitigation Fee adopted is higher than that charged in the West Roseville Specific Plan Area, Developer shall pay the difference as surcharge to future TMF obligations on the per-DUE basis for the remaining DUEs within the CSP. To the extent that the TMF adopted for the CSP is lower than that charged in the West Roseville Specific Plan

Area, Developer shall receive a credit against future TMF payments until such time as the amount of the overpayment is exhausted. (Engineering)

48. Prior to the issuance of a grading permit or approval of Improvement Plans, the grading plans shall clearly identify all existing water, sewer and recycled water utilities within the boundaries of the project (including adjoining public right of way). Existing utilities shall be identified in plan-view and in profile-view where grading activities will modify existing site elevations over top of or within 15 feet of the utility. Any utilities that could potentially be impacted by the project shall be clearly identified along with the proposed protection measures. The developer shall be responsible for taking measures and incurring costs associated with protecting the existing water, sewer and recycled water utilities to the satisfaction of the Environmental Utilities Director. (Environmental Utilities)
49. Water and sewer infrastructure shall be designed and constructed pursuant to the adopted City of Roseville Improvement Standards and Construction Standards and shall reflect the following:
- a. Sewer and water service laterals shall not be allowed off of water and sewer mains larger than 12 inches in diameter.
 - b. Utilities or permanent structures shall not be located within the area which would be disturbed by an open trench needed to expose sewer trunk mains deeper than 12 feet unless approved by Environmental Utilities in these conditions. The area needed to construct the trench is a sloped cone above the sewer main. The cone shall have 1:1 side slopes.
 - c. Water and sewer mains shall not exceed a depth of 12 feet below finished grade, unless authorized in these conditions.
 - d. All sewer manholes shall have all-weather 10-ton vehicular access unless authorized by these conditions. (Environmental Utilities)
50. Recycled water infrastructure shall be designed pursuant to the adopted City of Roseville Improvement Standards and the City of Roseville Construction Standards. The applicant shall pay all applicable recycled water fees. Easements shall be provided as necessary for recycled water infrastructure. (Environmental Utilities)
51. Any backflow preventers visible from the street shall be painted green to blend in with the surrounding landscaping. The backflow preventers shall be screened with landscaping and shall comply with the following criteria:
- a. There shall be a minimum clearance of four feet (4'), on all sides, from the backflow preventer to the landscaping.
 - b. For maintenance purposes, the landscaping shall be installed on a maximum of three sides and the plant material shall not have thorns.

- c. The control valves and the water meter shall be physically unobstructed.
 - d. The backflow preventer shall be covered with a green cover that will provide insulation.
(Environmental Utilities)
52. A note shall be added to the Improvement Plans stating that all water backflow devices shall be tested and approved by the Environmental Utilities Department prior to the Notice of Completion for the improvements. (Environmental Utilities)
53. Residential units located in dead ends/alleys shall bring their refuse bins to a designated area on the main street. Wording to this effect should be provided in the CC&R's (Refuse)
54. Fire hydrants shall be located as required by the Fire Department. The maximum distance between fire hydrants shall not exceed 500' on center. (Fire)
55. Minimum fire flow is 1,500 gallons per minute with 20 pounds of residual pressure. The fire flow and residual pressure may be increased, as determined by the Fire Marshall, where the project utility lines will serve non-residential uses. (Fire)
56. Any facilities proposed for placement within public/electric utility easements shall be subject to review and approval by the Electric Department before any work commences in these areas. This includes, but is not limited to, landscaping, lighting, paving, signs, trees, walls, and structures of any type. (Electric)
57. All Electrical Department facilities, including street lights where applicable, shall be designed and built to the "City of Roseville Specifications for Residential Trenching". (Electric)
58. The design for electrical service for this project will begin when the Electric Department has received a full set of improvement plans for the project. (Electric)
59. All landscaping in areas containing electrical service equipment shall conform to the "Electric Department Landscape Design Requirements" as outlined in Section 7.00 of the Electric Department's "Specifications for Residential Trenching." (Electric)
60. The location and design of the gas service shall be determined by PG&E. The design of gas service for this project shall not begin until PG&E has received a full set of City approved improvement plans for the project. (PG&E)
61. It is the developer's responsibility to notify PG&E of any work required on PG&E facilities. (PG&E)
62. A master irrigation plan for the major roadways where City-maintained landscaping will be located shall be submitted with the first set of improvement plans at the first submittal. The plan

shall show point of connections, meters, and mainlines, and any conflicts with PG&E lines.
(Parks)

63. A master access plan showing where service vehicles can access the open space shall be submitted with the first set of improvement plans at the first submittal. (Parks)
64. The lettered lots adjacent to the open space parcels shall be cleared, grubbed, and with a grouted cobble with weed barrier fabric. (Parks)

PRIOR TO OR UPON RECORDATION OF FINAL/PARCEL MAP

65. The following easements shall be provided and shown on the Final Map or by separate instrument, unless otherwise provided for in these conditions:
- a. Refer to the Tentative Map for all public utilities easement along all road frontages;
 - b. Water and sewer easements;
 - c. The applicant shall dedicate a separate easement to the City of Roseville for future bus stops at the following locations:
 - i. At the southwest corner of Westbrook Boulevard and Benchmark Drive/Holt Parkway, along southbound Westbrook Boulevard between Benchmark Drive and Creekpark Drive, adjacent to parcel C-20. (Environmental Utilities, Alternative Transportation, Electric, Engineering)
66. All existing easements shall be maintained, unless otherwise provided for in these conditions. (Environmental Utilities, Electric, Engineering)
67. Separate document easements required by the City shall be prepared in accordance with the City's "Policy for Dedication of Easements to the City of Roseville". All legal descriptions shall be prepared by a licensed land Surveyor. (Alternative Transportation, Environmental Utilities, Electric, Engineering)
68. A declaration of Conditions, Covenants and Restrictions (CC&Rs), in a form approved by the City Attorney, shall be recorded on the entire property concurrently with the Final/Parcel Map. The CC&Rs shall include the following items: (Attorney, Planning)
- a. A clause prohibiting the amendment, revision or deletion of any sections in the CC&Rs required by these conditions of approval without the prior written consent of the City Attorney.
 - b. A clause excluding any property owned by the City from the terms of the CC&Rs.

- c. Residential units in courts, alleys, or other dead-end areas shall be required to bring their trash bins to a designated trash pickup area on the main street, because refuse trucks are not able to turn around in dead end streets for Parcels C-21 and C-22. Designated pick-up areas shall be established to Environmental Utilities satisfaction, and shall be memorialized in the CC&Rs. (Environmental Utilities)

69. The City shall not approve the Final Map for recordation until either:

- a. A subdivision agreement is entered into along with the necessary bonds and insurance as required by the City. Said agreement shall be in a form acceptable to the City Attorney.

OR

- b. The improvement plans are approved, and the improvements are constructed and accepted as complete. In this case, the subdivider shall enter into a one-year maintenance agreement concurrent with the recordation of the Final Map. (Engineering)

70. Any structures crossing Lot/Parcel lines created by the Final/Parcel map shall be removed. (Engineering)

71. Street names shall be approved by the City of Roseville. (Engineering)

72. The Final/Parcel Map shall include an irrevocable offer to dedicate public rights-of-way and public and/or private easements as required by the City. Lettered Lot//Parcel along major roads shall be dedicated as landscape/pedestrian/public utility easements and in fee to the City as open space. (Engineering)

73. The words "traffic control appurtenances" shall be included in the list of utilities allowed in public utilities easements (PUE's) located along public roadways. (Engineering)

74. The Final/Lot/Parcel/Parcel Map shall be submitted per, "The Digital Submittal of Cadastral Surveys". Submittal shall occur after Engineering approval but prior to Council approval. (Engineering)

75. *The cost of any facilities which are identified in the CIP and are beyond those needed for this project may be reimbursed to the developer. In accordance with §66485 and §66486 of the Subdivision Map Act, any improvements constructed by the subdivider which contain supplemental size, capacity, number, or length for the benefit of property not within the subdivision and which improvements are to be dedicated to the public, the subdivider shall be entitled to reimbursement for that portion of the cost of the improvements which is in excess of the construction required for the subdivision. (Engineering)

76. Electric construction costs incurred by the City of Roseville Electric Department for this project shall be paid for by the developer per the applicable policy. (Electric)

77. The Environmental Utilities Department shall make a determination that there is adequate conveyance and treatment capacity in the City sewer system to handle the newly created Lot/Parcels. (Environmental Utilities)

78. The applicant shall pay all applicable water and sewer fees. (Environmental Utilities)

OTHER CONDITIONS OF APPROVAL

79. The applicant shall pay City's actual costs for providing plan check, installation and inspection services. This may be a combination of staff costs and direct billing for contract professional services. (Environmental Utilities, Engineering)

80. Any relocation, rearrangement, or change to existing electric facilities due to this development shall be at the developer's expense. (Electric)

81. It is the responsibility of the developer to insure that all existing electric facilities remain free and clear of any obstructions during construction and when the project is complete. (Electric)

82. All residential units must install a Seasonal Energy Efficiency Rating ("SEER") of 2 points above the minimum, as defined by the State of California in the current Title 24 of the Code of California regulations, up to a total maximum of 16 points including the 2 point premium, an Energy Efficiency Ratio ("EER") of 12 or greater, and a thermal expansion valve "TXV". The SEER rating of 2 points above the minimum, as defined by the current Title 24, up to a maximum of 16 points, and an EER rating of 12 or greater along with a TXV will be specified on building plans and Title 24 compliance certificates at the time building permits are requested. If Title 24 of the Code of California Regulations in effect at the time of request for building permits requires higher SEER or EER ratings, residential units in the Plan Area shall comply with such State requirements. The SEER and EER ratings will be verified with appropriate documentation. These requirements shall be utilized in the overall energy compliance calculations required for issuance of a building permit for any residential unit. Any variances must be approved by the Electric Department's Retail Energy Services Department. (Building, Electric)

83. Existing public facilities damaged during the course of construction shall be repaired by the applicant, at the applicant's expense, to the satisfaction of the City. (Engineering)

84. The project is subject to the noise standards established in the City's Noise Ordinance. In accordance with the City's Noise Ordinance project construction is exempt between the hours of seven a.m. and seven p.m. Monday through Friday, and between the hours of eight a.m. and eight p.m. Saturday and Sunday. Provided, however, that all construction equipment shall be fitted with factory installed muffling devices and that all construction equipment shall be maintained in good working order. (Engineering)

85. If site survey or earth moving work results in the discovery of hazardous materials in containers or what appears to be hazardous wastes released into the ground, the contractor shall notify the Roseville Fire Department immediately. A representative from the Fire Department will make a determination as to whether the incident is reportable or not and if site remediation is required. Non-emergency releases or notifications about the presence of containers found shall be reported to the Fire Department. (Fire)
86. All plant material shall be maintained under a 30 calendar day establishment period after initial planting. Upon completion of the establishment period, all plant material shall remain under warrantee for an additional 9 months minimum. Any plant material which does not survive during the establishment period shall be immediately replaced. Any trees or shrubs which do not survive during the warrantee period shall be replaced one month prior to the end of the warrantee period. Tree or shrub replacement made necessary due to acts of God, neglect or vandalism shall be exempt from the warrantee. (Parks, Recreation, and Libraries)

CONDITIONS OF APPROVAL FOR LARGE LOT TENTATIVE SUBDIVISION MAP MODIFICATION

1. The Tentative Subdivision Map is approved as shown in Exhibit F, and as conditioned or modified below. (Planning)
2. The project is subject to the previously approved conditions of approval for File #PL14-0522 (Attachment 2), except as conditioned or modified below. (Planning)
3. The project shall comply with all applicable environmental mitigation measures identified in the Creekview Specific Plan EIR and subsequent Addendum, and shall include all applicable mitigation measures as notes on the improvement plans. (Planning)
4. The Tentative Subdivision Map shall not be deemed approved until the actions on the General Plan Amendment, Specific Plan Amendment, Rezone, and Development Agreement are approved and become effective. (Planning)

CONDITIONS OF APPROVAL FOR SMALL LOT TENTATIVE SUBDIVISION MAP MODIFICATION

1. The Tentative Subdivision Map is approved as shown in Exhibits G, and as conditioned below. (Planning)
2. The project is subject to the previously approved conditions of approval for File #PL14-0522 (Attachment 2), except as conditioned or modified below. (Planning)
3. The applicant shall demonstrate and install all-weather road access on both sides of Pleasant Grove Creek to access open space parcels for maintenance, and biological monitoring. The plan of access shall be approved by Planning, Fire and Parks & Recreation. The all-weather

access shall be provided prior to substantial completion of the first subdivision within Parcels C-1 and C-2. (Fire, Parks, Recreation, and Libraries)

4. The project shall comply with all applicable environmental mitigation measures identified in the Creekview Specific Plan EIR and subsequent Addendum, and shall include all applicable mitigation measures as notes on the improvement plans. (Planning)
5. The Tentative Subdivision Map shall not be deemed approved until the actions on the General Plan Amendment, Specific Plan Amendment, Rezone, and Development Agreement are approved and become effective. (Planning)
6. A standard bus shelter turnout and pad shall be installed in the following locations:
 - a. Northeast corner of Westbrook Boulevard at Holt Parkway, adjacent to Parcel C-6. (Alternative Transportation)

NOTICE TO PROJECT APPLICANT: All materials introduced at a public hearing or included with the project's staff report, including but not limited to exhibits, photographs, video or audio tapes, plan sets, architectural drawings, models, color and materials palettes, and maps must be retained by the Planning Division as a part of the public record for one year following the City's final action on the project. Official project file materials will be kept in conformance with the Planning Division's adopted retention schedule. Color renderings and material boards will be disposed of after the project is built and the project receives a certificate of occupancy or at the end of one year, whichever is later.
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 DEVELOPMENT SERVICES DEPARTMENT-PLANNING DIVISION

311 Vernon St, Roseville, CA 95678 (916) 774-5276

2ND ADDENDUM TO CREEKVIEW SPECIFIC PLAN FINAL ENVIRONMENTAL IMPACT REPORT (SCH #02008032017, ADOPTED ON SEPTEMBER 19, 2012)

Project Title/File Number:	CVSP PCL C-1 TO C-7, C-20 TO C-22, C-40, C-43, C-50, C-52, C-60 & C-80 – Creekview Amendments; File #PL20-0201
Project Location:	The project includes several parcels within the Creekview Specific Plan, which is located approximately 6 miles west of Interstate 80 and State Route 65, 10 miles northeast of the City of Sacramento, 10 miles east of State Route 99, 5 miles west of downtown Roseville, and four miles east of the Sutter County line. The site is on the north side of the future Blue Oaks Boulevard and north of Pleasant Grove Creek.
Project Description:	The project includes a General Plan Amendment and Specific Plan Amendment to the Creekview Specific Plan (CSP) to transfer 36 units from Medium Density Residential parcels C-20 and C-22 to Low Density Residential parcels C-1 through C-4, and to establish modified development standards. No changes will be made to the overall unit count for the CSP. The project will make minor adjustments to the acreages of large lot parcels, which will require minor revisions to the General Plan and Specific Plan land use designations. The project includes a Rezone to adjust the acreages of zoning designations consistent with the acreage adjustments proposed with the map modifications. The CSP Development Agreement will be amended to reflect the change in units, acreages, and affordable housing allocations. Lastly, a Large Lot Tentative Subdivision Map Modification is proposed for Parcels C-1 through C-7, C-20 and C-21, C-50, C-52, C-60 and C-80; a Small Lot Tentative Subdivision Map Modification is proposed for Parcels C-2 through C-4, and C-6 & C-7; and a Small Lot Tentative Subdivision Map is proposed for Parcels C-20 to C-22.
Project Applicant:	Brian Moore, Anthem United Creekview Developments, L.P.
Property Owner:	Brian Moore, Anthem United Creekview Developments, L.P.
Lead Agency Contact:	Kinarik Shallow, Associate Planner; Phone (916) 746-1309

An Addendum to a previously certified environmental impact report (EIR) may be prepared for a project if only minor technical changes or additions are necessary or none of the conditions calling for the preparation of a subsequent EIR or negative declaration have occurred (California Environmental Quality Act Guidelines [CEQA] Section 15164). Consistent with CEQA Guidelines Section 15164, the below analysis has been prepared in order to demonstrate that none of the conditions described in Section 15162 of the CEQA Guidelines calling for preparation of a subsequent EIR have occurred and that only minor technical changes or additions are necessary in order to deem the adopted EIR adequate to describe the impacts of the proposed project. CEQA Guidelines Section 15164 also states that an addendum need not be circulated for public review, but can be included in or

attached to the final EIR for consideration by the hearing body. This Addendum focuses only on those aspects of the project or its impacts which require additional discussion.

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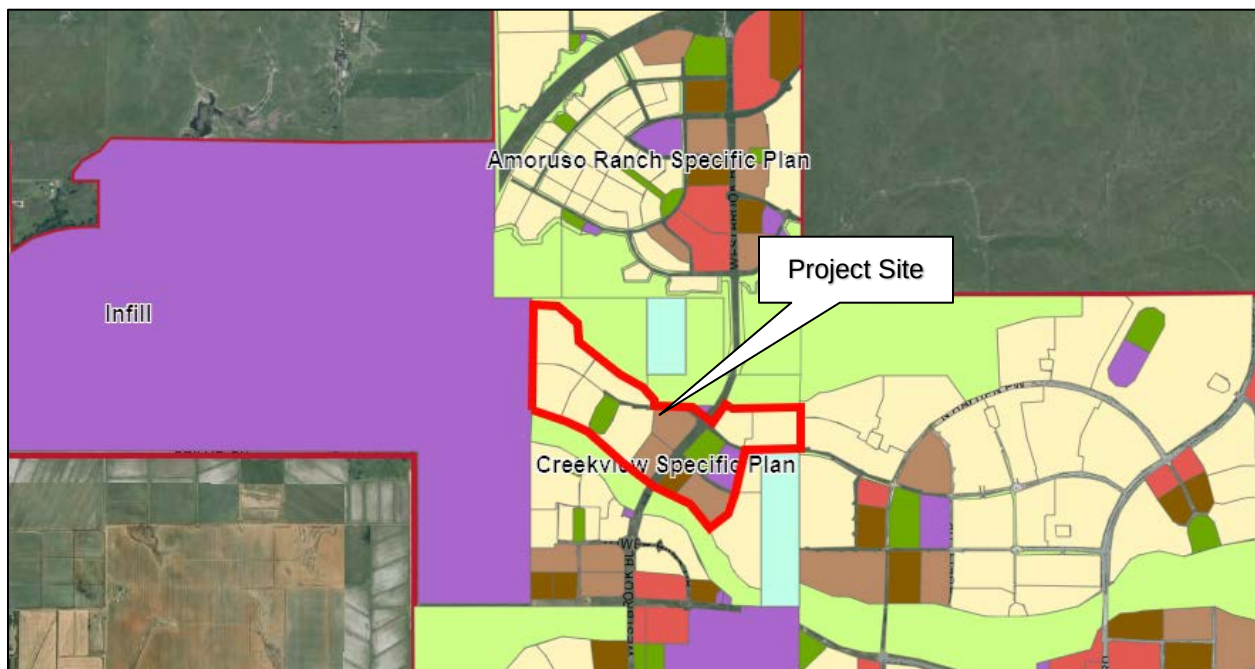
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PROJECT DESCRIPTION

Project Location

The project site is located approximately six miles west of Interstate 80 and State Route 65, 10 miles northeast of the City of Sacramento, 10 miles east of State Route 99, five miles west of downtown Roseville, and four miles east of the Sutter County line. The site is on the north side of the future Blue Oaks Boulevard extension and north of Pleasant Grove Creek (see Figure 1 below).

Figure 1: Project Site



Background

2012 Project

On September 19, 2012 the City Council adopted a resolution certifying the Creekview Specific Plan Final Environmental Impact Report (FEIR) as adequate, complete, and in compliance with CEQA. Findings and a statement of overriding considerations were made for the Significant Impacts identified in the EIR and Mitigation Measures were adopted. The EIR identified Significant and Unavoidable Impacts which could not be reduced, Significant Impacts that could be reduced to Less Than Significant, and Less Than Significant Impacts that would occur as a result of the project. The project included the adoption of the Creekview Specific Plan (CSP) for approximately 501 acres of undeveloped land adjacent to the northwest boundary of the City of Roseville for which annexation was proposed. The Specific Plan included the following mix of land uses:

- 2,011 dwelling units
 - 836 Low Density Residential
 - 655 Medium Density Residential
 - 520 High Density Residential
- 19.3 acres Community Commercial (CC) and Community Commercial/Business Professional (CC/BP)
- 9.6 acres Public/Quasi-Public (Elementary School, Electric Substation, etc.)

- 15.7 acres Neighborhood Parks
- 136.2 acres Open Space

With approval of the CSP, a Development Agreement was negotiated between the landowners and the City that set the terms, rules, conditions, regulations, entitlements, responsibilities, and other provisions relating to the development of then the plan area of a 30 year period.

2016 Project

On March 16, 2016 the City Council approved an amendment to the CSP to transfer residential units between 23 of the Specific Plan large lot parcels and to adjust the acreage of some of those large lot parcels. A Tentative Subdivision Map, Design Review for Residential Subdivision, and Tree Permit were approved. City Council recognized the exempt status of this project under CEQA Section 15182 and acknowledged that none of the conditions requiring a Subsequent, Supplemental, or Addendum to the Creekview EIR existed. The amended Specific Plan resulted in the following land use distribution:

- 2,011 dwelling units
 - o 810 Low Density Residential
 - o 654 Medium Density Residential
 - o 547 High Density Residential
- 19.3 acres Community Commercial and CC/Business Professional
- 9.6 acres Public/Quasi-Public (Elementary School, Electric Substation, etc.)
- 15.7 acres Neighborhood Parks
- 136.2 acres Open Space

2019 Project

On October 23, 2019, the City Council approved a General Plan Amendment and a Specific Plan Amendment to redistribute the land uses and residential units within 501 acres of the CSP. The overall dwelling unit allocation remained unchanged at 2,011 units and 141 units were transferred from Medium Density Residential (MDR) to Low Density Residential (LDR) villages. Acreage in Community Commercial (CC) was decreased by 6.3 acres and Community Commercial/Business Professional (CC/BP) uses were eliminated. In addition, the project included approval of a Rezone consistent with the land use changes and a Development Agreement Amendment to reflect the changes. Lastly, modifications to large lot and small lot subdivision maps were approved. The majority of the changes occurred in the portion of the plan area located to the south of Pleasant Grove Creek. Consistent with CEQA Section 15164, an Addendum to the CSP EIR (SCH #02008032017) was prepared for the project, which determined the project would not have the potential to result in any new impact that was not previously disclosed, and will in general result in reduced impacts compared to the previous analyses. The City Council considered the Addendum prior to taking action on the project. The amended Specific Plan resulted in the following land use distribution:

- 2,011 dwelling units
 - o 951 Low Density Residential
 - o 513 Medium Density Residential
 - o 547 High Density Residential
- 9.2 acres Community Commercial
- 9.6 acres Public/Quasi-Public (Elementary School, Electric Substation, etc.)
- 16.3 acres Neighborhood Parks
- 136.9 acres Open Space

Environmental Setting

The project site is characterized by gently rolling topography and large, open annual grassland areas with valley oak riparian woodland habitat. The site's natural features include Pleasant Grove Creek, which traverses the southern portion of the site in a westerly direction, to the western edge of the project site. Seasonal wetlands, including vernal pools and seasonal drainages, are scattered throughout the site.

Approximately 500 trees are located along the Pleasant Grove corridor along the southern portion of the Project Area, with a few scattered trees near the northeastern portion of the site. Most of the trees along Pleasant Grove Creek are cottonwoods, oaks and willows.

The land south of the creek is generally flat grassland areas. North of the creek the topography includes more rolling hills. Land north of the creek has been used for cattle grazing and agricultural enterprises. Most of the land located south of the creek has been idle since 1989. The site elevation ranges from approximately 75 to 95 feet above mean sea level.

Pursuant to the approved 2016 CSP, tree removal and grading have commenced for the portion of the project south of Pleasant Grove Creek and for a grading borrow area located north of the creek. Grading operations include construction of the Pleasant Grove Creek bypass channel on the CSP site and off-site on the Al Johnson Wildlife Area (AJWA). Construction is underway for the segment of Westbrook Boulevard north of Blue Oaks Boulevard to Creekview Plaza and the extension of Blue Oaks Boulevard along the project frontage to Westbrook Boulevard.

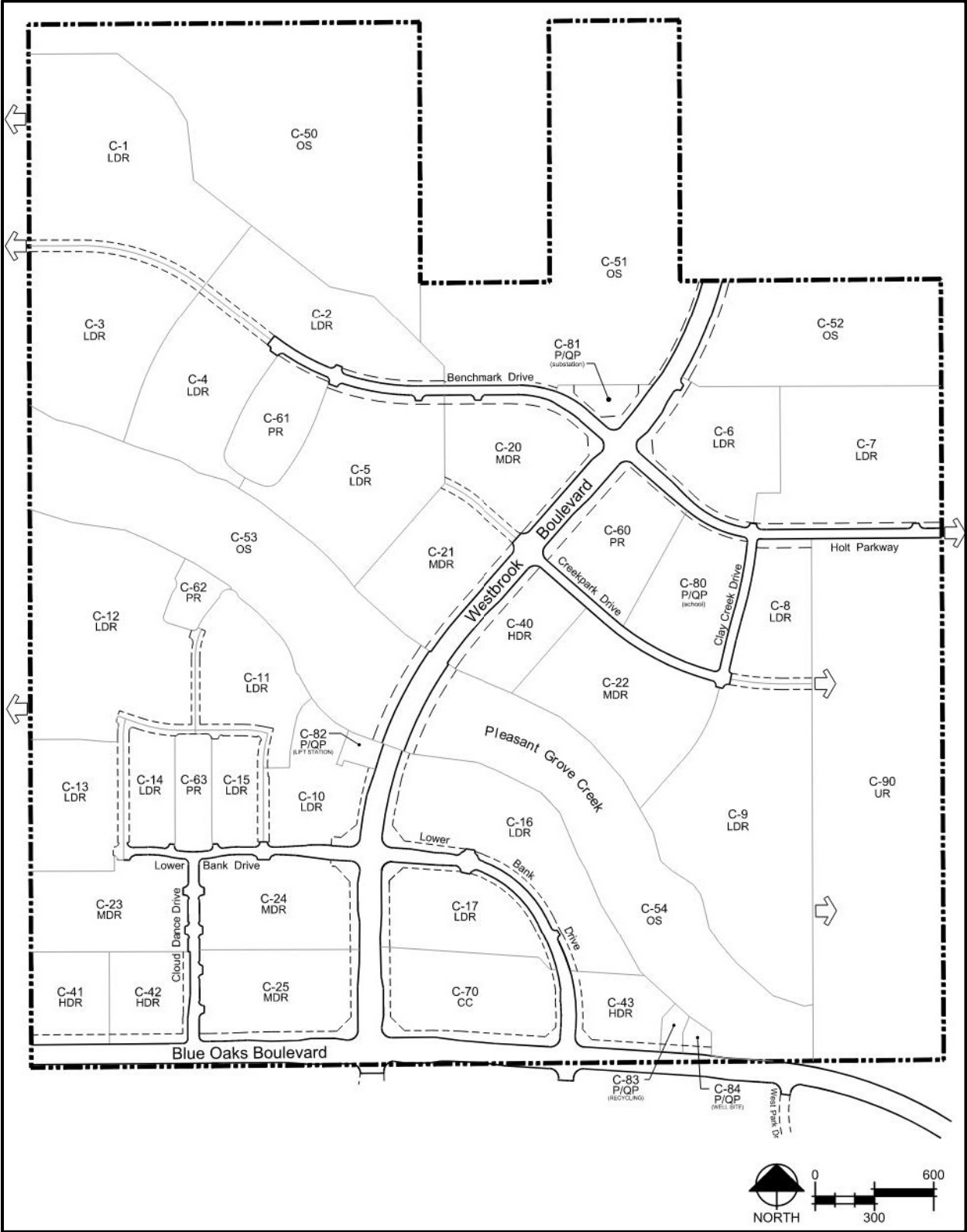
Proposed Project

The applicant is currently requesting an amendment to the 2019 Creekview Specific Plan (CSP) (Creekview Specific Plan Specific Plan Amendment or CSP SPA) to redistribute the residential units within the approved 501-acre site. With the CSP SPA, the overall dwelling unit allocation will remain at 2,011; however, 36 units will be transferred from MDR to LDR villages. No changes are proposed to the number of HDR units. The current affordable housing allocations in the CSP will be transferred from MDR parcels C-20, C-22, and C-25 and HDR parcel C-42 to HDR parcels C-40 and C-43 as low- and very-low-income rental units. A Rezone is included to adjust the acreages of zoning designations consistent with the proposed acreage adjustments; no changes to the zoning designations will be made. The project includes a Large Lot Tentative Subdivision Map Modification and a Small Lot Tentative Subdivision Map Modification to modify some of the large and small lot parcels to reflect anticipated housing types, and a Small Lot Tentative Subdivision Map to create subdivision maps for MDR Parcels C-20, C-21, and C-22. The CSP will be amended to include modified development standards for the Small Lot Residential/Development Standards (RS/DS) zone. Lastly, the Creekview Development Agreement will be amended to reflect the proposed unit transfers, acreage changes, and affordable housing allocations. The proposed land use distribution is summarized below and shown on the Land Use Plan in Figure 2.

- 2,011 dwelling units
 - o 987 Low Density Residential
 - o 477 Medium Density Residential
 - o 547 High Density Residential
- 9.2 acres Community Commercial
- 10.25 acres Public/Quasi-Public (Elementary School, Electric Substation, etc.)
- 15.68 acres Neighborhood Parks
- 136.7 acres Open Space

The majority of the requested changes will occur in the portion the plan area located north of Pleasant Grove Creek. The proposed CSP SPA warrant some minor changes and additions to the EIR; however the changes are not substantial and none of the conditions described in Section 15162 apply.

Figure 2: Proposed Land Use Plan



PURPOSE AND SCOPE OF ADDENDUM

This Addendum has been prepared to identify and assess the anticipated environmental impacts of the above-described project. The document relies on previous environmental documents and site-specific studies prepared to address in detail the effects or impacts associated with the project as well as updated technical analyses, prepared by qualified consultants. This document has been prepared to satisfy the California Environmental Quality Act (CEQA), (Public Resources Code, Section 21000 et seq.) and the State CEQA Guidelines (14 CCR 15000 et seq.). CEQA requires that all state and local government agencies consider the environmental consequences of projects over which they have discretionary authority before acting on those projects.

Where, as here, an EIR addressing an earlier version of the project has been previously prepared and certified, the lead agency considers the relevance of that prior EIR in light of the current modified version of the project and changed circumstances since the time of the preparation of the prior EIR. Pursuant to CEQA Guidelines §15162-15163, if the lead agency determines, based on substantial evidence, that new information of substantial importance, or changes to the project or surrounding circumstances will require major revisions to the previous EIR due either to a new significant effect or a substantial increase in the severity of a previously identified significant effect on the environment, the lead agency is required to prepare a Subsequent EIR or an EIR Supplement to analyze the project at hand. Pursuant to CEQA Guidelines §15164, if the agency finds no basis for requiring the preparation of either a Subsequent EIR or an EIR Supplement, but some changes or additions are necessary, an Addendum shall be prepared.

The Creekview Specific Plan EIR was adopted by City Council on September 19, 2012. The document analyzed the impacts that would occur as a result of annexing the approximately 501-acre site to the City for urban development, adopting the Creekview Specific Plan (CSP), approving General Plan land use designation and text amendment, pre-zoning and the associated large lot map and development agreement. A copy of the CSP EIR is available for review at <https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8774592>. The EIR is also available for review during normal weekday business hours at the City of Roseville Development Services Department, 311 Vernon Street Roseville, CA.

In accordance with CEQA, it was determined that the CSP would result in significant impacts on the environment and a Final EIR was prepared for the project (SCH 02008032017). A Notice of Completion was filed with the State of California Office of Planning and Research. The FEIR was certified by the City Council on September 19, 2012.

The CSP EIR is used in the evaluation of this project. It should be noted that the CSP EIR included an analysis of a portion of the CSP identified as Urban Reserve. This addendum does not include an analysis of consistency with the Urban Reserve analysis as no changes to that portion of the plan area are proposed.

The City Council adopted a Statement of Overriding Considerations with certification of the EIR for the following significant and unavoidable impacts:

- Potential incompatibility from overflight operations
- Inducement of population growth
- Degradation of the existing visual character
- Light and glare
- Short-term construction emissions
- Long-term operational emissions
- Consistency with plans and policies
- Short-term construction emissions
- Subsurface archaeological, historical, or human remains (potentially significant and unavoidable)
- Construction noise
- Traffic noise

- Impacts on Placer County roadway segments and intersections
- Impacts to Sutter County roadway segments
- Impact to State Highways
- Increased demand at the landfill
- Landfill expansion
- Construction and demolition debris

The EIR identified project-specific mitigation measures for the CSP, which were adopted by the City Council with the CSP. The development footprint of the proposed project remains unchanged from what was analyzed in the EIR. The project consists mainly modifications to the amount and location of the approved land uses and text amendments to reflect those changes. In most cases the mitigation adopted with the CSP remains applicable; however, minor modifications are made to the measures where needed to reflect the revisions to referenced lot numbers.

ENVIRONMENTAL CHECKLIST FOR ADDENDUM ENVIRONMENTAL REVIEW

The purpose of this checklist is to evaluate the categories in terms of any “changed condition” (i.e. changed circumstances, project changes, or new information of substantial importance) that may result in a changed environmental result. A “no” answer does not necessarily mean there are no potential impacts relative to the environmental category, but that there is no change in the condition or status of the impact since it was analyzed and addressed in prior environmental documents.

EXPLANATION OF CHECKLIST EVALUATION CATEGORIES

Where Impact was Analyzed

This column provides a cross-reference to the pages of the prior environmental documents where information and analysis may be found relative to the environmental issue listed under each topic.

Do Proposed Changes Involve New Significant Impacts?

Pursuant to Section 15162(a)(1) of the CEQA Guidelines, this column indicates whether the changes represented by the current project will result in new significant impacts that have not already been considered and mitigated by the prior environmental review documents and related approvals, or will result in a substantial increase in the severity of a previously identified impact.

Any new Circumstances Involving New Impacts?

Pursuant to Section 15162(a)(2) of the CEQA Guidelines, this column indicates whether there have been changes to the project site or the vicinity (circumstances under which the project is undertaken) which have occurred subsequent to the certification or adoption of prior environmental documents, which would result in the current project having new significant environmental impacts that were not considered in the prior environmental documents or that substantially increase the severity of a previously identified impact.

Any new Information Requiring New Analysis or Verification?

Pursuant to Section 15162(a)(3)(A–D) of the CEQA Guidelines, this column indicates whether new information of substantial importance which was not known and could not have been known with the exercise of reasonable diligence at the time the previous environmental documents were certified or adopted is available requiring an update to the analysis of the previous environmental documents to verify that the environmental conclusions and mitigation measures remain valid. Either “yes” or “no” will be answered to indicate whether there is new information showing that: (A) the project will have one or more significant effects not discussed in the prior environmental documents; (B) that significant effects previously examined will be substantially more severe than shown in the prior environmental documents; (C) that mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or (D) that mitigation measures or alternatives which are considerably different from those analyzed in the prior environmental

documents would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative. If “no,” then no additional environmental documentation (supplemental or subsequent EIR) is required.

Mitigation Measures Implemented or Addressing Impacts

Pursuant to Section 15162(a)(3) of the CEQA Guidelines, this column indicates whether the prior environmental documents provide mitigation measures to address effects in the related impact category. In some cases, the mitigation measures have already been implemented. A “yes” response will be provided in any instance where mitigation was included, regardless of whether the mitigation has been completed at this time. If “none” is indicated, this environmental analysis concludes a significant impact does not occur with this project, no mitigation was previously included, and no mitigation is needed.

DISCUSSION AND MITIGATION SECTIONS

Discussion

A discussion of the elements of the checklist is provided under each environmental category in order to clarify the answers. The discussion provides information about the particular environmental issue, how the project relates to the issue and the status of any mitigation that may be required or has already been implemented.

Mitigation Measures

Applicable mitigation measures from the prior environmental review that apply to the project are listed under each environmental category.

Conclusions

A discussion of the conclusion relating to the analysis contained in each section.

OTHER CONSIDERATIONS

Since the publication of the CSP EIR, the Office of Planning and Research (OPR) has updated CEQA Guidelines Appendix G (Environmental Checklist Form). These updates address legislative changes to CEQA, clarify language, and update language consistent with case law. None of the changes to the checklist require new analysis related to impacts which were not known or which could not have been known at the time the CSP EIR was prepared. The majority of the checklist changes clarify language, reorganize existing language, or eliminate analysis requirements. For analysis requirements which have been eliminated, this is in response to case law affirming that analysis must focus on impacts caused by the project, not impacts to the project. An example of each of these types of changes is included below:

- Cultural Resources (a): Cause a substantial adverse change in the significance of an historic resource ~~as defined in~~ pursuant to Section 15064.5?

The replacement of “as defined in” with “pursuant to” is a phrasing change which has no impact on required analysis.

- Cultural Resources (c) has been moved to Geology and Soils (f).

Moving the topical section of this analysis requirement (which is related to paleontological resources) from Cultural Resources to Geology and Soils has no impact on required analysis.

- Noise (b): ~~Exposure of persons to or~~ Generation of excessive ground borne vibration of ground borne noise levels?
- The above changes redirect the analysis from considering overall exposure of persons to ground borne vibration, and focus the analysis on any ground borne vibration generated by a project. This same

change is reflected in all other checklist questions related to noise. Therefore, the CSP EIR and this Addendum includes more analysis than is currently required, because it included analysis related to exposing neighboring areas to noise, but also analyzed the effect of noise on the proposed uses; the latter analysis is no longer required.

The updated CEQA Guidelines Appendix G also includes three new sections (Tribal Cultural Resources, Energy, and Wildfire) and includes new and modified requirements as part of the Transportation/Traffic section. Although the Tribal Cultural Resources section is new, the analysis of this impact area was included in the CSP EIR as part of the Cultural Resources section. The new Energy section was formerly included in CEQA Guidelines Appendix F, but has been moved into the Appendix G, so while it is new to the checklist it is not new to the CEQA Guidelines. In regards to Wildfire, the California Department of Forestry and Fire Protection (CAL FIRE) is the state agency responsible for wildland fire protection and management. As part of that task, CAL FIRE maintains maps designating Wildland Fire Hazard Severity zones. The City is not located within a Very High Fire Hazard Severity Zone, and is not in a CAL FIRE responsibility area; fire suppression is entirely within local responsibility. Therefore, the Wildfire section does not apply because the project site is not within a Very High Fire Hazard Severity Zone and is not in a CAL FIRE responsibility area.

The changes to the Transportation/Traffic section—which is now called simply Transportation—refocuses the analysis on vehicle miles traveled (VMT). The General Plan Update (GPU) EIR¹ used the Roseville travel forecasting model to estimate VMT for the City. The VMT data was then normalized to residents as a “per capita” rate. As described in the GPU EIR, and consistent with the VMT reductions in OPR’s *Technical Advisory on Evaluating Transportation Impacts in CEQA*, the City has adopted a VMT significance threshold of 12.8 VMT/capita. This threshold represents a 15 percent reduction to baseline per capita VMT. The GPU EIR concluded that buildout of the remaining undeveloped areas of the City, consistent with existing land use designations and existing development agreements, would exceed the City’s adopted threshold resulting in a Significant Impact in both the constrained and unconstrained buildout scenarios; and that mitigation requiring land use changes was not feasible because of existing development agreements in place for the undeveloped areas of the City.

As stated in the GPU EIR and pursuant to the tiering provisions of CEQA, projects that are consistent with the General Plan do not require further VMT analysis. Quantitative analyses are not required if it can be demonstrated that a project would generate VMT which is equivalent to or less than what was assumed in the GPU EIR. The GPU EIR assumed a rate of 2.7 persons per unit when calculating VMT per capita. The proposed project includes a Specific Plan Amendment to allow the transfer of units between several large lot parcels located within the CSP; however, the project will not change the total number of units anticipated for buildout of the CSP or analyzed in the GPU EIR. Therefore, it can be concluded that the project is consistent with GPU EIR analysis as it relates to VMT, and the project does not require further VMT analysis.

Based on the foregoing, none of the modifications to CEQA Guidelines Appendix G require new analysis related to impacts which were not known or which could not have been known at the time the SVSP EIR was prepared. Therefore, an Addendum is the appropriate environmental document to describe the impacts of the proposed project.

¹ General Plan Update EIR: www.roseville.ca.us/GeneralPlan

CHECKLIST

I. Aesthetics

	Where Impact Was Analyzed in Prior Environmental Documents	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents' Mitigation Measures Implemented or Addressing Impacts.
a. Have a substantial adverse effect on a scenic vista?	4.14-18	No	No	No	Compliance with the City's General Plan, Community Design Guidelines and the CSP Design Guidelines
b. Substantially damage scenic resources, including but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	4.14-18	No	No	No	Compliance with the City's General Plan, Community Design Guidelines and the CSP Design Guidelines
c. Substantially degrade the existing visual character or quality of the site and its surroundings?	4.14-13	No	No	No	None Available
d. Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	4.14-15	No	No	No	MM 4.14-1 Sight Lighting to Minimize Nuisance, MM 4.14-2 Low Glare Materials for New Development, and MM 4.14-3 Avoid Light Spill Over into Pleasant Grove Creek and Open Space Areas

Discussion: The CSP EIR concluded that the conversion of the site to urban uses was a significant and unavoidable impact for which no feasible mitigation was available and that the change in the level of light and glare from the project would result in a significant and unavoidable impact even with mitigation measures requiring site lighting to minimize nuisance, low-glare materials for new development, and avoidance of light spill over into Pleasant Grove Creek and Open Space Areas. There is no significant change in the proposed project that would change the environmental impact for this section. The project does not introduce development to properties not already planned for development. The proposed uses are substantially consistent with the build out assumptions and would not increase the severity of already identified significant impacts. Therefore, pursuant to CEQA Guidelines section 15164, subdivision (a), the City finds that "none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred" relative to aesthetic resources.

Mitigation Measures: Applicable mitigation measures from the CSP EIR are included below; no new measures are warranted for the project.

MM 4.14-1 ***Site Lighting to Minimize Nuisance (Impact 4.14-2- CSP)***

Light producing uses, such as ball fields, within the CSP Area shall be located and oriented to minimize visual impacts on adjacent residential areas. Lighting shall be shielded and designed to distribute light in the most effective and efficient manner, using the minimum amount of light to achieve the necessary illumination for the use, as defined by suggested lighting standards for competitive play.

MM 4.14-2***Low-Glare Materials for New Development (Impact 4.14-2- CSP)***

In order to reduce the effects of daytime glare from development of commercial or office uses within the CSP Area, building developers shall make use, when feasible, of low-glare materials.

MM 4.14-3****Avoid Light Spill Over into Pleasant Grove Creek and Open Space Areas (Impact 4.14-2- CSP)***

Outdoor lighting shall be placed, designed and directed so as to avoid light spillover into the habitat of Pleasant Grove Creek and the Open Space Preserve areas located immediately adjacent to the open space and shown on the Land Use Map as parcels C-1 to C-7, C9 to C-12, C-16, C-20 to C-22, C-40, C-43, C-61, C-62, and C-81 to C-84.

**The 2019 Addendum revised Mitigation Measure MM 4.14-3 to reflect the amended large lot parcel numbers.*

II. Agricultural & Forestry Resources

	Where Impact Was Analyzed in Prior Environmental Documents	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents' Mitigation Measures Implemented or Addressing Impacts.
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	4.1-64	No	No	No	MM 4.1-2 Agricultural Conversion Policies
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?	4.1-45, 4.1-57	No	No	No	None
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public	No Impact	No	No	No	Not Applicable

Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?					
d) Result in the loss of forest land or conversion of forest land to non-forest use?	No Impact	No	No	No	Not Applicable
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?	4.1-64	No	No	No	MM 4.1-2 Agricultural Conversion Policies

Discussion: The CSP EIR concluded that the conversion of 368 acres of grazing and cultivated land to developed uses would result in a significant impact that could be reduced to less than significant with mitigation requiring agricultural compensation and habitat preservation. Items c and d related to timberland and forest land were not part of the CEQA Guidelines when the CSP EIR was prepared and therefore were not discussed explicitly; however, according to the CSP EIR, the project site is characterized as fallow agricultural land and no forestry or timberland resources are present. The proposed project will not result in any changes to the scope of the approved project and the prior conclusions of the CSP EIR remain appropriate. Project impacts remain less than significant.

Mitigation Measures: Applicable mitigation measures from the CSP EIR are included below; no new measures are warranted for the project.

MM 4.1-1

Agricultural Compensation (Impact 4.1-1 and 4.1-5 CSP)

One acre of open space shall be preserved within Placer County for each acre of open space impacted within the Specific Plan area. This is to be accomplished through the recordation of conservation easements that result in the formation of preserve lands (each a "mitigation property or "preserve site" and collectively, "mitigation lands" or "preserve lands"). For purposes of mitigation for specific development project, the term "open space" shall include any and all undeveloped land proposed to be preserved by conservation easement or otherwise required by any governmental agency to be preserved for any reason, specifically including all lands preserved for habitat or agricultural mitigation as set forth below and lands in agricultural use. No additional agricultural mitigation is required beyond the 1:1 open space requirement as long as a substantial portion of the mitigation lands acquired, as determined by the Planning Director, are: (1) in agricultural production, (2) undeveloped and have an NRCS soils classification of the same or greater value than lands being affected within the specific plan property at issue, or (3) undeveloped and have the same or higher value CDC categorization as lands being affected within the specific plan property at issue.

In-kind mitigation is not required for agricultural land developed within the Specific Plan area.

MM 4.1-2***Agricultural Conversion Policies (Impact 4.1-5 Urban Reserve)***

Specific Plans and/or other development proposals for the Urban Reserve shall be developed to minimize loss of grassland and agricultural conversion. Measures should include policies to preserve like areas of open space/agricultural land that can provide preservation of grassland in perpetuity.

III. Air Quality

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents' Mitigation Measures Implemented or Addressing Impacts.
a) Conflict with or obstruct implementation of the applicable air quality plan?	4.4-43	No	No	No	WMM 4.4-4 Project Measures to Reduce Operational Emissions; MM 4.4-1 Dust and Construction Control Measures
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?	4.4-28, 4.4-32, 4.4-36	No	No	No	MM 4.4-1 Dust and Construction Control Measures; 4.4-2 A-H Short-term Construction Related Impacts WMM 4.4-4 Project Measures to Reduce Operational Emissions; WMM 4.4-6 Operational Emissions Policies
c) Result in a cumulatively considerable net increase of any criteria for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions, which exceed quantitative thresholds for ozone precursors)?	4.4-28, 4.4-32, 4.4-36	No	No	No	WMM 4.4-4 Project Measures to Reduce Operational Emissions; WMM 4.4-6 Operational Emissions Policies

d) Expose sensitive receptors to substantial pollutant concentrations?	4.4-38	No	No	No	WMM 4.4-7 (a) Risk Assessment and Site Specific Measures; MM 4.4-3 Screening Health Risks
e) Create objectionable odors affecting a substantial number of people?	4.4-42	No	No	No	None

Discussion: The CSP EIR concluded that standard dust control and other construction measures would be sufficient to avoid particulate matter and ozone precursor construction impacts, but that reactive organic gases would remain significant. Construction activity associated with the proposed project remains consistent with the scale of activity and resulting scope of impacts anticipated in the CSP EIR. For operational impacts, the proposed project changes the balance of land uses in the area, but not in a manner that would increase emissions. The impacts of the project fall within the scope of the impacts and mitigation already established in the CSP EIR.

Mitigation Measures: Applicable mitigation measures from the CSP EIR are included below; no new measures are warranted for the project.

MM 4.4-1 *Dust and Construction Control Measures (Impact 4.4-1 CSP)*

In accordance with the Placer County Air Pollution Control District (PCAPCD), the applicant shall comply with all applicable rules and regulations as listed above (e.g., Rule 202, 218 and 228). In addition, prior to the approval of a discretionary permit, the applicant(s) shall implement the following measures unless superseded by state or other more stringent standards:

The following mitigation measures shall be implemented to reduce short-term construction-related air quality impacts. In addition, dust control measures are required to be implemented by all projects in accordance with the City of Roseville Grading Ordinance, and the PCAPCD Fugitive Dust Rule 228.

- Applicant shall submit to PCAPCD a Construction Emission / Dust Control Plan within 30 days prior to groundbreaking. If the PCAPCD does not respond within 20 days, the plan shall be considered approved. The plan must address the minimum requirements found in section 300 and 400 of District Rule 228, Fugitive Dust (www.placer.ca.gov/airpollution/airpolut.htm). The applicant shall keep a hard or electronic copy of Rule 228, Fugitive Dust on-site for reference.
- The Construction Emission/Dust Control Plan shall include a comprehensive inventory (i.e. make, model, year, emission rating) of all heavy-duty off-road equipment (50 horsepower (HP) or greater) that will be used an aggregate of 40 or more hours for the construction project. If any new equipment is added after submission of the inventory, the prime contractor shall the prime contractor shall contact the APCD prior to the new equipment being utilized. The project representative shall provide PCAPCD with the anticipated construction timeline including start date, and name and phone number of the project manager and on-site foreman. The plan shall demonstrate that the heavy-duty (> 50 HP) off-road vehicles to be used in the construction project, including owned, leased and subcontractor vehicles, will achieve a project wide fleet-average 20% NO_x reduction and 45% particulate reduction compared to the most recent ARB fleet average. PCAPCD shall be contacted for average fleet emission data. Acceptable options for reducing emissions may include use of late model engines, low-emission diesel products,

alternative fuels, engine retrofit technology, after-treatment products, and/or other options as they become available. Contractors can access the Sacramento Metropolitan Air Quality Management District's web site to determine if their off-road fleet meets the requirements listed in this measure (http://www.airquality.org/ceqa/Construction_Mitigation_Calculator.xls).

The following measures are also included to reduce construction-related ROG, NOx, PM10 and PM2.5 emissions:

- All construction equipment shall be maintained in good operating condition. Contractor shall ensure that all construction equipment is being properly serviced and maintained as per the manufacturer's specifications. Maintenance records shall be available at the construction site for verification. This measure will reduce combustion emissions of all criteria air pollutants.
- Prior to the issuance of any grading permits, all applicants shall submit construction plans denoting the proposed schedule and projected equipment use. Construction contractors shall provide evidence that low emission mobile construction will be used, or that their use was investigated and found to be infeasible for the project. Low emission equipment is defined as meeting the California Air Resources Board's Tier III standards. Contractors shall also conform to any construction measures imposed by the PCAPCD as well as City Planning Staff. This measure will primarily reduce ROG, NOx, PM10, and PM2.5 exhaust emissions.
- Paints and coating shall be applied either by hand or by high volume, low-pressure spray. This measure will reduce evaporative ROG emissions.
- All construction shall comply with the following measures to reduce fugitive dust related emissions of PM10 and PM2.5:
- Maintain a minimum 24-inch freeboard on soil haul trucks or cover payloads using tarps or other suitable means.
 - o Suspend grading operations during high winds (greater than 15 mph).
 - o Sweep streets as necessary if silt is carried off-site to adjacent public thoroughfares or occurs as a result of hauling.
 - o Dispose of surplus excavated material in accordance with local ordinances and use sound engineering practices.
 - o Schedule activities to minimize the amounts of exposed excavated soil during and after the end of work periods.
 - o Phase grading into smaller areas to prevent the susceptibility of larger areas to erosion over extended periods of time.
 - o Pave or apply gravel to any on-site haul roads.
 - o Reestablish ground cover on the construction site through seeding and water.
 - o Clean earth moving construction equipment with water or sweep clean, once per day, or as necessary (e.g., when moving onsite), consistent with National Pollutant Discharge Elimination System Best Management Practices and the Roseville Grading Ordinance. Water shall be applied to control dust as needed to prevent dust impacts offsite. Operational water truck(s), shall be on-site, as required, to control fugitive dust. Construction vehicles leaving the site shall be cleaned, as needed, to prevent dust, silt, mud, and dirt from being released or tracked off-site.
 - o Spread soil binders on unpaved roads and employee/equipment parking areas. Soil binders shall be non-toxic in accordance with state and local regulations. Apply approved chemical soil stabilizers, or vegetated mats, etc. according to manufacturers' specifications, to all-inactive construction areas (previously graded areas which remain inactive for 96 hours).
 - o Minimize diesel idling time to a maximum of five minutes.

- o Utilize existing power sources (e.g., power poles) or clean fuel generators rather than temporary diesel power generators, if feasible.
- o An applicant representative, ARB-certified to perform Visible Emissions Evaluations (VEE), shall routinely (i.e., once per week) evaluate project related off-road and heavy-duty on-road equipment emissions for compliance with this requirement for projects grading more than 20 acres in size, regardless of how many acres are to be disturbed daily.
- o Construction equipment exhaust emissions shall not exceed the PCAPCD Visible Emissions Rule 202. Fugitive dust is not to exceed 40% opacity and not go beyond property boundary at any time. Operators of vehicles and equipment found to exceed opacity limits are to be immediately notified and the equipment must be repaired within 72 hours.

The following measures will be required:

1. Include the following standard note on the Improvement/Grading Plan: *If required by the Public Works Department, the contractor shall hold a pre-construction meeting prior to grading activities. The contractor shall invite the Placer County APCD to the pre-construction meeting in order to discuss the construction emission/dust control plan with employees and/or contractors.*
2. Prior to building permit approval, the applicant shall show, on the plans submitted to the Building Department, that electrical outlets shall be installed on the exterior walls of both the front and back of all residences or all commercial buildings to promote the use of electric landscape maintenance equipment.
3. Prior to building permit approval, the applicant shall show, on the plans submitted to the Building Department, provisions for construction of new residences, and where natural gas is available, the installation of a gas outlet for use with outdoor cooking appliances, such as a gas barbecue or outdoor recreational fire pits.
4. Prior to building permit approval, in accordance with District Rule 225, only U.S. EPA Phase II certified wood burning devices shall be allowed in single-family residences. The emission potential from each residence shall not exceed a cumulative total of 7.5 grams per hour for all devices. Masonry fireplaces shall have either an EPA certified Phase II wood burning device or shall be a U.L. Listed Decorative Gas Appliance. (Rule 225)
5. Wood burning or Pellet appliances shall not be permitted in multi-family developments. Only natural gas or propane fired fireplace appliances are permitted. These appliances shall be clearly delineated on the Floor Plans submitted in conjunction with the Building Permit application. (Rule 225 / section 302.2)
6. Prior to the issuance of a Building Permit, the applicant shall show that all flat roofs with parapets shall include a white or silver cap sheet to reduce energy demands.
7. Diesel trucks shall be prohibited from idling more than five minutes. Prior to the issuance of a Building Permit, the applicant shall show that all truck loading and unloading docks shall be equipped with one 110/208 volt power outlet for every two dock doors. Diesel Trucks idling for more than five minutes shall be required to connect to the 110/208 volt power to run any auxiliary equipment. 2'x3' signage which indicates "Diesel engine Idling Limited to a Maximum of 5 Minutes" shall be shown on the building elevations and shall be submitted to the Placer County APCD prior to the issuance of Building Permits for the project.
8. Prior to approval of Improvement Plans, an enforcement plan shall be established, and submitted to the APCD for review, in order to evaluate project-related on-and-off- road heavy-duty vehicle engine emission opacities on a weekly basis, using standards as defined in California Code of Regulations, Title 13, Sections 2180 – 2194. An Environmental Coordinator, hired by the prime contractor or

property owner, and who is CARB-certified to perform Visible Emissions Evaluations (VEE), shall routinely evaluate project related off-road and heavy duty on-road equipment emissions for compliance with this requirement. Operators of vehicles and equipment found to exceed opacity limits will be notified by APCD and the equipment must be repaired within 72 hours. (California Code of Regulations, Title 13, Sections 2180 – 2194)

The project shall comply with all applicable Placer County Air Pollution Control District rules and regulations, and shall obtain applicable permits and/or clearances from the District prior to the start of construction.

- The contractor shall use CARB ultra-low sulfur diesel fuel for all diesel-powered equipment. In addition, low sulfur fuel shall be utilized for all stationary equipment. (California Standards for Motor Vehicle Diesel Fuel, title 13, article 4.8, chapter 9, California Code of Regulations).
- Processes that discharge 2 pounds per day or more of air contaminants, as defined by Health and Safety Code Section 39013, to the atmosphere may require a permit. Permits are required for both construction and operation. Developers/contractors should contact the District prior to construction and obtain any necessary permits prior to the issuance of a Building Permit. (Rule 501)
- Pursuant to the Placer County Air Pollution Control District Rule 501, General Permit Requirements, the proposed project may need a permit from the District prior to construction. In general, any engine greater than 50 brake horsepower or any boiler with heat greater than 1,000,000 Btu per hour shall require a permit issued by the District. (Rule 501)
- All on-site stationary equipment which is classified as 50 hp or greater shall either obtain a state issued portable equipment permit or a Placer County APCD issued portable equipment permit. (California Portable Equipment Registration Program, Section 2452).
- The contractor shall utilize existing power sources (e.g., power poles) or clean fuel generators rather than temporary diesel power generators if feasible.
- During construction, the contractor shall minimize idling time to a maximum of 5 minutes for all diesel powered equipment.
- During construction, traffic speeds on all unpaved surfaces shall be limited to 15 miles per hour or less. (Rule 228 / section 401.2)

WMM 4.4-4 *Project Measures to Reduce Operational Emissions (Impact 4.4-2 and 4.4-6 CSP and Urban Reserve)*

Following receipt of an application for a Tentative Maps (excluding the large lot subdivision map), Design Review Permit, conditional use permits and/or all discretionary permits, as found to be in compliance with the 30% reduction analysis applicable for individual projects with the Specific Plan, the City will forward an early consultation notice to the Placer County Air Pollution Control District (PCAPD). Where the PCAPD provides comments on a specific development proposal, the City shall consult with PCAPD and the developer to incorporate measures recommended by the PCAPD and agreed to by the City into the project. Where the PCAPD does not provide comment on a specific development proposal, the City shall incorporate measures that reduce vehicle emissions and operation emissions from the proposed development. This measure will be implemented through project design, conditions of approval, noticing and disclosure statements, or through the City's plan check and inspection processes. This process is intended to ensure that best available and practical approaches are used to reduce operational emissions in specific tentative map and

design review permit applications. The following is a listing of measures that shall be implemented for the purpose of reducing vehicle and operational emissions.

- Provide tree plantings that meet or exceed the requirements of the City's Community Design Guidelines to provide shading of buildings and parking lots.
- Landscape with native drought-resistant plants (ground covers, shrubs and trees) with particular consideration of plantings that are not reliant on gas-powered landscape maintenance equipment.
- Require all flat roofs on non-residential structures to have a white or silver cap sheet to reduce energy demand.
- Provide conductive/inductive electric vehicle charging station and signage prohibiting parking for non-electric vehicles within designated spaces within non-residential developments.
- Provide vanpool parking only spaces and preferential parking for carpools to accommodate carpools and vanpools in employment areas (e.g. community commercial, business-professional uses)
- All truck loading and unloading docks shall be equipped with one 110/208 volt power outlet for every two-dock doors. Signs shall be posted stating "Diesel trucks are prohibited from idling more than five minutes and trucks requiring auxiliary power shall connect to the 110/208-volt outlets to run auxiliary equipment".
- Design streets to maximize pedestrian access to transit stops.
- Require site design to maximize access to transit lines, to accommodate bus travel, and to provide lighted shelters at transit access points.
- Develop the plan consistent with the higher residential densities (within approved residential density ranges of zone) provided around the village nodes and transit corridors.
- Include photovoltaic systems in project design and/or participate in Roseville Electric incentive programs for energy-efficient development where feasible.

Measures for Residential Units:

- Require electrical outlets be installed on the exterior walls of both the front and back of residences to promote the use of electric landscape maintenance equipment.

- Require installation of a gas outlet in the rear of residential buildings for use of outdoor cooking appliances, such as gas burning barbeques.
- Require installation of low nitrogen oxide (NOx) hot water heaters (beyond District Rule 246 requirements)
- Provide notice to homebuyers of incentive and rebate programs available through Roseville Electric or other providers that encourage the purchase of electric landscape maintenance equipment.
- Prior to approval of Tentative Maps: provide notice to homebuyers through CC&Rs or other mechanisms to inform them that only gas fireplaces would be permitted.

IV. Biological Resources

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents' Mitigation Measures Implemented or Addressing Impacts.
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	4.8-48, 4.8-51, 4.8-53, 4.8-56, 4.8-57, 4.8-68, 4.8-70, 4.8-71, 4.8-72, 4.8-73	No	No	No	MM 4.8-1 (a) No Net Loss of Wetlands; MM 4.8-1 (b) Wetland Avoidance/Mitigation Plan; MM 4.8-4 Onsite and Offsite Preservation of Grassland Habitat MM 4.8-7 Off-site Surveys; MM 4.8-1 (a) Ensure No Net Loss of Wetlands; MM 4.8-1 (b) Wetland Avoidance/Mitigation Plan; MM 4.8-2 Relocate Western Spadefoots; MM 4.8-3 Avoid Nesting Sites; MM 4.8-4 Off-site and On-site Preservation of Grassland Habitat; MM 4.8-5 Wildlife Movement Protection Policies; MM 4.8-6 Habitat Restoration/Onsite Preservation
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies or regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	4.8-61, 4.8-66	No	No	No	MM 4.8-4 On-site and Off-site Preservation of Grassland Habitat MM 4.8-5 Wildlife Movement Protection Policies; MM 4.14-3 Avoid Light Spillover
c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	4.8-42,	No	No	No	MM 4.8-1 (a) Ensure No Net Loss of Wetlands; MM 4.8-1 (b) Wetland Avoidance/Mitigation Plan

d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	4.8-62	No	No	No	MM 4.8-5 Wildlife Movement Protection Policies; MM 4.14-3 Avoid Light-Spillover
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	4.8-65, 4.8-74	No	No	No	None Tree Preservation Ordinance
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	4.8-75	No	No	No	None

Discussion: The CSP EIR identified significant impacts to biological resources due to the conversion of a substantial amount of undeveloped land to urban uses. Mitigation measures were adopted to reduce impacts to wetlands, vernal pool crustaceans, and their habitat, special status plants, western spadefoot, Swainson's hawk, burrowing owl, and other protected raptors nesting and foraging habitat, grassland habitat, resident and migratory wildlife species, riparian habitat to less-than-significant levels. Given the proposed project does not expand the limits of the development footprint or the project's physical impact boundary, no additional analysis is required. The mitigation measures adopted with certification of the CSP EIR remain applicable and no additional impacts will occur. Impacts remain less than significant upon compliance with the applicable mitigation measures.

Mitigation Measures: Applicable mitigation measures from the CSP EIR are included below; no new measures are warranted for the project.

MM 4.8-1 (a)

Ensure No Net Loss of Wetlands

The City shall not issue a grading permit for the CSP project unless a Clean Water Act Section 404 permit is first obtained from the USACE [or an equivalent approval for waters of the state is obtained from the RWQCB] The Clean Water Act Section 404 permit process (including Section 7 Consultation under FESA) is the standard method for developing mitigation for projects that affect wetlands and vernal pool species such as special-status plants, vernal pool crustaceans, and western spadefoots. Through this process, project applicants will be required to obtain the necessary permits and approvals to implement their proposed project while remaining in compliance with the Clean Water Act and FESA. If a 404 permit is not obtained, the City shall not issue a grading permit for the CSP project. The obligation to obtain the 404 permit will ensure no net loss to federally protected wetlands. Even after obtaining such a permit, however, the applicants must demonstrate to the City's Planning Director that they have also achieved no net loss of wetlands. Mitigation shall consist of a combination of the preservation of on-site vernal pool habitat and the acquisition of off-site property with existing vernal pool habitat for preservation.

Mitigation shall include off-site creation and/or restoration of vernal pool habitat, and/or participation in a mitigation credit program from a wetlands mitigation bank approved by the USACE and USFWS. These banks charge fees in exchange for credits that are based upon the mitigation obligation of the applicant. If the applicant chooses to buy mitigation credits, the applicant shall pay fees that shall be used to restore, create, enhance, and/or preserve wetlands at an established mitigation bank. The credits shall be in direct proportion to the wetland impacts resulting from the project. The project applicants have identified appropriate off-site mitigation in the form of preservation and restoration, as shown in Figure 4.8-3. This restoration mitigation, coupled with on-site creation, will be a component of the required compensation for the project.

All wetland restoration and creation shall be conducted in a manner consistent with applicable USACE and USFWS mitigation guidelines and policies.

Additionally, mitigation shall include off-site creation and/or restoration of vernal pool habitat, and/or participation in a mitigation credit program from a wetlands mitigation bank approved by the Corps and USFWS. These banks charge fees in exchange for credits that are based upon the mitigation obligation of the applicant. The fee is used for wetlands that have been restored, created, enhanced, and/or preserved at an established mitigation bank. The credits shall be in direct proportion to the wetland impacts resulting from the project. The project applicants have identified appropriate off-site mitigation as shown in Figure 4.8-3. This restoration coupled with on-site creation will be a component of the required compensation for the project.

All wetland restoration and creation shall be conducted in a manner consistent with applicable Corps of Engineers and USFWS mitigation guidelines and policies.

MM 4.8-1 (b)***Wetland Avoidance/Mitigation Plan (Impact 4.8-1, 4.8-2, 4.8-3 and 4.8-11- CSP)***

For any wetlands to be restored or created outside of an approved mitigation bank, Applicant shall submit a Wetland Mitigation Plan to mitigate for impacts to wetlands that describes the specific method(s) to be implemented to mitigate any on- or off-site project related impacts. This detailed Wetland Mitigation Plan shall be prepared in accordance with applicable USACE and USFWS policies and regulations, and the City of Roseville Grading and Erosion Control Ordinance. A copy of the 404 permit, the biological opinion, and the Wetland Mitigation Plan shall be provided to the City at the time of specific entitlements (grading permit, tentative map, etc), and the Wetland Mitigation Plan shall ensure the following to the satisfaction of the City:

- Describe the location of the proposed wetland mitigation site(s), including a detailed map showing the acreage, distribution, and type of wetlands to be restored/created to ensure no net loss in wetland habitat acreage, values and functions. The compensation wetlands shall be designed, at a minimum, to meet or exceed the functions of the existing wetlands to be impacted.
- Include a monitoring plan to assess whether the compensation wetlands are functioning as intended. Specific performance standards for hydrologic, floral, and faunal parameters shall be proposed to determine success of the created wetlands. The monitoring plan shall specify the corrective measures/ modifications to be implemented in the event that monitoring indicates that the performance standards are not being met.
- Include a long-term maintenance plan for the wetland preservation/mitigation areas describing the measures to be implemented to assure that they are maintained as wetland habitat in perpetuity.
- Require that fencing be installed around all existing wetlands that are within fifty feet of any haul route, spoil zone, stockpile zone, creation zone, or other construction area. The fencing shall be of high visibility material. Fencing shall

be placed no closer than 10-feet to the delineated, verified perimeter of wetlands. This fencing shall be maintained until all adjacent construction activities are completed.

- A qualified biological resources monitor, approved by the City, shall be on the site(s) at all times when working in the open space corridor or other sensitive areas to ensure compliance with identified mitigation for the duration of all the proposed activities. The biological resources monitor shall submit bi-annual compliance reports to City monitor for review for a period of five years after completion of construction or until all performance standards have been satisfied.
- The wetland mitigation site(s) shall be surveyed by a qualified biologist, no more than 30 days prior to the start of construction, for the presence of raptor and federal and state listed bird nesting sites, unless it is determined that construction will occur outside of the breeding season for all species likely to occur on site or observed present. If active nesting sites are observed, all state and federal guidelines pertaining to active nesting sites shall be strictly adhered to in consultation with a qualified biologist.
- Applicant shall grant full access to the wetland mitigation site(s) to the City for the monitoring of construction activities and mitigation compliance. Access shall be granted during all construction activities and the City monitor may issue stop work orders if mitigation non-compliance is identified.
- Applicant shall specify measures for reuse or disposal of excavated material that is suitable for use in the project area. The plan should minimize the elapsed time between excavation and reuse and provide adequate stockpile coverage and protection from wind and water erosion during the entire storage period. If excavated material is unsuitable for reuse at the project area, the plan shall include specific information regarding the eventual reuse or disposal site, transportation method(s), disposal reuse management, and schedule.
- The Wetland Avoidance Mitigation Plan shall include a spill prevention and response plan to the satisfaction of the City.
- All disturbed areas shall be re-vegetated by the following methods: hydro seeding, drill seeding, or spreading of upland seed bearing soil. The method of re-vegetation shall be approved by a qualified wetland specialist and the City.
- The applicant shall apply non-toxic soil stabilizers according to manufacturer's specifications to all inactive construction areas. Non-toxic binders shall be applied to exposed areas after cut and fill operations and hydro seeded areas. The wetland mitigation site shall be watered as directed by the City of Roseville Public Works Department. The frequency shall be based on the type of operation, and soil and wind exposure.

- To reduce air emissions, idling time for all construction vehicles shall be limited to a maximum of 10 minutes. Additionally, the City may curtail construction during high ambient pollutant concentrations, including but not limited to, ceasing construction during peak-hour vehicular traffic on adjacent or nearby roadways. Additionally, all land clearing, grading, earth moving or excavation activities shall be suspended when winds exceed 15 mph.
- The applicants shall ensure that all inactive storage/stock piles are adequately covered, and that all trucks hauling dirt, sand, soil, or other loose materials also are adequately covered or maintain at least two feet of freeboard (i.e., minimum vertical distance between the top of the load and top of the trailer) in accordance with the requirements of the California Vehicle Code (CVC) section 23114.

MM 4.8-2***Relocate Western Spadefoots (Impact 4.8-4 and 4.8-11- CSP)***

The location of pools that are occupied by western spadefoot shall be determined through surveys conducted during the appropriate season (generally February), by a qualified biologist. Those pools that are found to support western spadefoot shall be avoided if feasible. If avoidance is not feasible, then the CDFW shall be consulted for its recommendation with respect to an adult or larval or egg masses capture and relocation plan. Although there is no set protocol for this type of activity, the capture and relocation of reptile and amphibian species from areas that will be destroyed to areas of unoccupied suitable habitat is a fairly standard part of both USFWS and CDFW procedures and recommendations for mitigating impacts. When done in combination with habitat restoration and preservation, the procedure is known to be successful in preserving displaced populations. These measures would mandate that, where habitat avoidance is infeasible, western spadefoots displaced from pools that are destroyed during construction shall be relocated to protected areas of suitable habitat.

MM 4.8-3***Avoid Nesting Sites (Impact 4.8-6 and 4.8-11 CSP)***

To ensure that fully protected bird and raptor species are not injured or disturbed by construction in the vicinity of nesting habitat, the project applicant shall implement the following measures:

Raptors

- a) When feasible, all tree removal shall occur between August 30th and February 15th to avoid the breeding season of any raptor species that could be using the area, and to discourage hawks from nesting in the vicinity of an upcoming construction area.
- b) For Swainson's hawk, if avoidance of tree removal outside the breeding season is not feasible, and a nest is present, the applicants would be required to obtain a 2081 permit from CDFW to mitigate for potential "take" under CESA. If no nesting is occurring, a take permit would not be required.

- c) Prior to the beginning of mass grading, including grading for major infrastructure improvements, during the period between February 15th and August 30th, all trees and potential burrowing owl habitat within 350 feet of any grading or earthmoving activity shall be surveyed for active raptor nests or burrows by a qualified biologist no more than 30-days prior to disturbance. If active raptor nests or burrows are found, and the site is within 350-feet of potential construction activity, a highly visible temporary fence shall be erected around the tree or burrow(s) at a distance of up to 350-feet, depending on the species, from the edge of the canopy to prevent construction disturbance and intrusions on the nest area.
- d) Preconstruction and non-breeding season exclusion measures shall be developed in consultation with CDFW, and shall preclude burrowing owl occupation of the portions of the project site subject to disturbance such as grading. Burrowing owls may be passively excluded from burrows in construction areas by placing one-way doors in the burrows according to CDFW protocol. The one-way doors must be in place for a minimum of three days. All burrows that may be occupied by burrowing owls regardless of whether they exhibit signs of occupation must be cleared with the one way doors. Burrows that have been cleared through the use of the one-way doors shall then be closed or backfilled to prevent owls from entering the burrow.
- e) No construction vehicles shall be permitted within restricted areas (i.e., raptor protection zones) unless directly related to the management or protection of the legally protected species.
- f) If a legally protected species nest is located in a tree designated for removal, the removal shall be deferred until after August 30th or until the adults and young of the year are no longer dependent on the nest site as determined by a qualified biologist.

Black Rails and Tri-colored Blackbirds

Prior to earth moving that would disturb marsh habitat, a qualified biologist shall conduct surveys to determine whether the California black rail or Tri-colored blackbird is present. If either of these species is found, all earth moving within 250 feet shall stop and measures, including establishing nest protection buffers along both sides of Pleasant Grove Creek during the nesting season (generally February 1 through August 31st) shall be implemented.

Rookeries

No heron rookeries are present within the plan area. Prior to earthmoving that would disturb marsh habitat or tree removal of the eucalyptus grove, pre-construction surveys should be conducted to verify that no rookeries have been established. If rookeries are present all earth moving within 250-feet shall stop, during the breeding season.

Swainson's Hawk

- a) CDFW recommends that projects that result in the loss of potential foraging habitat for Swainson's hawk (which includes grasslands) within 10-miles of an active nest site provide mitigation for that loss. To the extent feasible, strategies for preserving on-site grasslands as raptor and migratory bird foraging habitat will be addressed in the Operations and Maintenance Plan prepared pursuant to the Section 404 Permit. Some of these strategies could include; but are not necessarily limited to, grazing for grassland management, monitoring for biological values, and adaptive management. Mitigation for Swainson's hawk foraging habitat would concurrently mitigate for loss of habitat for a number of other wildlife species in the region such as burrowing owl, red-tailed hawk, white-tailed kite, northern harrier, Ferruginous hawk, and logger-head shrike among others.

Based on information obtained through consultation with CDFW and otherwise, a Swainson's Hawk Grassland Habitat Mitigation Plan shall be developed to mitigate for the loss of grassland foraging habitat, consistent with the ratios set forth in Table 4.8-5. Areas within Placer County including the This would reduce the impacts to Swainson's Hawk to a **less than significant** level.

**TABLE 4.8-5 (of CSP EIR)
SWAINSON'S HAWK MITIGATION RATIOS
(IN ACRES)**

Distance from Nest (miles)	Potential On-site Foraging Habitat Impacted	Mitigation Ratio	Mitigation Acres	Total Net Foraging Habitat Required	On-site Space Preservation	Open
0-1	368	1:1	368	368	136	

Long-billed Curlew, Burrowing Owls

Mitigation for the Swainson's hawk would ensure that adequate grassland is preserved at ratios identified in Table 4.8-5. For foraging within one mile of an active nest, mitigation would be 1:1. Greater than a mile would be at an amount of .75:1. This would set aside adequate grassland that would reduce impacts from loss of grasslands to these species to a **less than significant** level.

To protect the long term habitat of the stream channels and the WAPA corridor and their potential use by wildlife as movement corridors, the project applicants shall ensure that movement corridors are not obstructed. Through compliance with Section 1600 of the CDFW Code, the applicant(s) will enter into a Streambed Alteration Agreement prior to conducting any construction activities within a stream corridor, which sets forth mitigation measures that the applicant must implement. These measures shall include, but not be limited to; the use of either bridges or culverts that are large enough that wildlife have enough space to pass through road crossings without having to travel over the road surface, the implementation of bank stabilization measures, and/or restoration and re-vegetation of stream corridor habitat that has been damaged due to the project's construction. Furthermore, the recreational trails shall be lined by post and rail fence and signage would be used to direct trail users to stay within the designated trail corridor. The trails would be closed after dark and no exterior lighting would be used.

MM 4.8-6***Habitat Restoration/Onsite Preservation (Impact 4.8-11-CSP)***

Wetlands will be preserved within and along the preserved open space corridors (as shown in Figure 2-7, Project Description). As indicated there are opportunities to create an additional acre of wetlands onsite. The wetlands shall be constructed during the dry season when surface water generally is not present. Design features shall be implemented in order to avoid ponding conditions during the late spring and summer to minimize mosquito breeding. Other design features specified in the hydrology report (Appendix O) shall be implemented to ensure channel stability and reduce potential for siltation and intensive maintenance obligations.

To protect the long term viability of the channel improvements, the following policies shall be implemented:

- a) The project applicants shall provide permanent post and cable fencing and/or a landscape barrier to discourage access to the riparian habitat by humans or pets. The fencing and/or landscape barrier shall be placed at the boundary of the open space and developed area. The proposed recreation trails shall be on the project side of the fence/landscape barrier. The posts shall be constructed of wood or other natural materials and shall allow for the viewing of habitat while discouraging access.
- b) Interpretive signs shall be posted along the border of the area to educate the public and route access away from sensitive areas. These information signs will be posted at intervals of not less than ¼ mile or as deemed appropriate by the City of Roseville Parks and Recreation Director. The signs shall provide information on the objectives of the creek and habitat protection and benefits of the project for storm detention and water quality. Signs should also include information regarding the importance of restricting access by household pets.

MM 4.8-7***Off-site Surveys (Impact 4.8-11- CSP)***

Prior to construction of any off-site infrastructure, a qualified biologist shall perform detailed, and if necessary, focused biological surveys of any undisturbed areas that would be affected by infrastructure development. Because infrastructure

for the proposed project would be located in road right-of-way, or undeveloped land similar to the project site, the biological resources that would be expected to occur would not differ substantially from those identified in this EIR. If it is determined that wetland resources or sensitive species would be impacted MM 4.8-1 (a) and (b) and MM 4.8-2 shall be implemented, as appropriate to the resource. If it is determined that active nests exist within the off-site improvement location, MM 4.8-3 shall be implemented as appropriate to the species. MM 4.8-4 shall be implemented to address grassland impacts. If it is determined the off-site improvement is located within or adjacent to a wildlife movement corridor, MM 4.8-5 shall be implemented.

V. Cultural, Archeological, or Paleontological Resources

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents' Mitigation Measures Implemented or Addressing Impacts.
a) Cause a substantial adverse change in the significance of an historic resource as defined in Section 15064.5?	4.9-16, 4.9-19	No	No	No	MM 4.9-3 Conduct Appropriate Off-site Studies
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?	4.9-19	No	No	No	MM 4.9-1 Cease Work Consult with Qualified Archaeologist; MM 4.9-3 Conduct Appropriate Off-site Studies
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	4.9-17, 4.9-19	No	No	No	MM 4.9-2 Cease Work and Consult with Qualified Paleontologist; MM 4.9-3 Conduct Appropriate Off-site Studies
d) Disturb any human remains, including those interred outside of dedicated cemeteries?	4.9-14	No	No	No	MM 4.9-1 Cease Work Consult with Qualified Archaeologist
Discussion: The project site, as well as the adjacent Al Johnson Wildlife Area (AJWA) site, were surveyed for cultural resources by Peak & Associates in 2006 and 2010. No evidence of cultural resources were identified on or off the site. Though no known resources were found on the site the CSP EIR concluded that the potential to damage subsurface resources during grading, excavation, and construction was potentially significant but that this impact could be mitigated to less than significant. Additionally, mitigation was adopted to require surveys for off-site cultural resources prior to construction of off-site infrastructure. Because the proposed project does not expand the limits of the development footprint or the project's physical impact boundary, no additional analysis is required. The mitigation measures adopted with certification of the CSP EIR remain applicable and no additional impacts will occur. Impacts remain potentially significant and unavoidable. Mitigation Measures: Applicable mitigation measures from the CSP EIR are included below; no new measures are warranted for the project. MM 4.9-1: <i>Cease Work and Consult with Qualified Archaeologist (Impacts 4.9-1 and 4.9-4 – CSP)</i> Should any cultural resources, such as structural features, any amount of bone or shell, artifacts, human remains, or architectural remains, be encountered during any subsurface development activities, work shall be suspended within 100-					

feet of the find. The City of Roseville Planning and Public Works Staff shall be immediately notified. At that time, the City of Roseville shall coordinate any necessary investigation of the site with qualified archaeologists as needed, to assess the resource (i.e., whether it is an "historical resource" or a "unique archaeological resource") and provide proper management recommendations should potential impacts to the resources be found to be significant. Possible management recommendations for important resources could include resource avoidance or, where avoidance is infeasible in light of project design or layout or is unnecessary to avoid significant effects, data recovery excavations. The contractor shall implement any measures deemed feasible and necessary by City staff, in consultation with the archaeologists, to be to avoid or minimize significant effects to the cultural resources. In addition, pursuant to Section 5097.98 or the California Public Resources Code, and Section 7050.5 of the California Health and Safety Code, in the event of the discovery of human remains, the County Coroner shall be immediately notified. If the remains are determined to be Native American, guidelines of the Native American Heritage Commission shall be adhered to in the treatment and disposition of the remains.

MM 4.9-2***Cease Work Until Review Conducted by Qualified Paleontologist and Recommendations Implemented (Impacts 4.9.3 and 4.9.4- CSP)***

Should any evidence of paleontological resources (e.g., fossils) be encountered during grading or excavation, work shall be suspended within 100 feet of the find, and the City of Roseville shall be immediately notified. At that time, the City shall coordinate any necessary investigation of the site with a qualified paleontologist to assess the resource and provide proper management recommendations. Possible management recommendations for important resources could include resource avoidance, if feasible in light of project design or layout, or data recovery excavations. The contractor shall implement any measures deemed feasible and necessary by City staff in consultation with the paleontologist for the protection of the paleontological resources.

MM 4.9-3***Conduct Appropriate Off-Site Studies (Impact 4.9-4 – CSP)***

Prior to undertaking construction of off-site infrastructure, the City shall determine whether or not cultural resource surveys have been undertaken for any areas to be disturbed during construction. If surveys were conducted, the City shall document that any identified resources were treated as recommended in the studies. If no studies or surveys were conducted, the City shall ensure that a qualified archaeologist conducts the appropriate level of study. If resources are found, recommendations, including the possible management recommendations listed in MM 4.9-1 and MM4.9-2, shall be implemented to ensure that the resources are avoided, protected and/or recorded, as determined to be feasible and appropriate by City staff.

VI. Energy

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents' Mitigation Measures Implemented or Addressing Impacts.
a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?	4.12.5	No	No	No	None
b) Conflict with or obstruct a state or local plan for renewable energy or energy inefficiency?	4.12.5	No	No	No	None

Discussion: The CSP EIR concluded that development and implementation of the CSP would add land uses that would increase the demand for electrical services. However, Roseville Electric determined there were no constraints to providing a reliable energy source to serve the development proposed in the CSP area. Electricity in the area is provided by Roseville Electric and natural gas is provided by Pacific Gas & Electric (PG&E). Impacts 4.12-5.1 and 4.12-5-2 in the CSP EIR evaluated the potential for development of the CSP to increase demands for electricity and natural gas and found these impacts to be less than significant with no mitigation required.

The project would facilitate the development of residential subdivisions within the CSP. The project would consume energy both during project construction and during project operation. During construction, fossil fuels, electricity, and natural gas would be used by construction vehicles and equipment. However, the energy consumed during construction would be temporary, and would not represent a significant demand on available resources. There are no unusual project characteristics that would necessitate the use of construction equipment or methods that would be less energy-efficient or which would be wasteful.

The completed project would consume energy related to building operation, exterior lighting, landscape irrigation and maintenance, and vehicle trips to and from the use. In accordance with California Energy Code Title 24, the project would be required to meet the Building Energy Efficiency Standards. This includes standards for water and space heating and cooling equipment; insulation for doors, pipes, walls, and ceilings; and appliances, to name a few. The project would also be eligible for rebates and other financial incentives from both the electric and gas providers for the purchase of energy-efficient appliances and systems, which would further reduce the operational energy demand of the project. The project was distributed to both PG&E and Roseville Electric for comments, and was found to conform to the standards of both providers; energy supplies are available to serve the project.

The proposed project will not result in inefficient, wasteful, or unnecessary consumption of energy, nor would it conflict with or obstruct State or local plans for renewable energy or energy efficiency. Based on the reasons listed in this section, there would be no new significant impacts not

previously identified in the CSP EIR. Therefore, pursuant to CEQA Guidelines section 15164, subdivision (a), the City finds that “none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred” relative to energy impacts.

Mitigation Measures: No mitigation measures are required for this Project.

VII. Geology and Soils

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents' Mitigation Measures Implemented or Addressing Impacts.
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:		No	No	No	
i) Ruptures of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? (Refer to Division of Mines and Geology Special Publication 42.)	4.7-23	No	No	No	None
ii) Strong seismic ground shaking?	4.7-23	No	No	No	None
iii) Seismic-related ground failure, including liquefaction?	4.7-23	No	No	No	None
iv) Landslides?	4.7-23	No	No	No	None
b) Result in substantial soil erosion or the loss of topsoil?	4.7-19; 4.7-22	No	No	No	None
c) Be located in a geological unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	4.7-21	No	No	No	

d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?	4.7-21	No	No	No	None
e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?	4.7-2	No	No	No	None
Discussion: The project is not expected to expose people or structures to potential substantial adverse effects involving seismic shaking, ground failure or landslides. The project site is located in Roseville, which is in Placer County. The California Department of Mines and Geology classifies the South Placer area as a low severity earthquake zone. No active faults are known to exist within the County. The project site is considered to have low seismic risk with respect to faulting, ground shaking, seismically related ground failure and liquefaction. The CSP EIR determined that impacts related to the loss of soil, soil erosion from grading, expansive soils, and seismic activity were less than significant and no mitigation was required. No change to the proposed development footprint will occur as a result of the proposed CSP SPA and no additional impacts to the geology or soils in the plan area will occur as a result of this project. Impacts remain less than significant. Mitigation Measures: None required for this project.					

VIII. Greenhouse Gases

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents' Mitigation Measures Implemented or Addressing Impacts.
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	4.5-33	No	No	No	MM 4.5-1 Air Quality Measures and MM 4.5-2 Additional Measures to Reduce GHG Emissions
b) Conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	4.5-37	No	No	No	None

Discussion: The CSP EIR concluded that impacts related to the project's emissions of greenhouse gases were significant and unavoidable and mitigation measures were adopted to reduce the project's greenhouse gas emissions and resultant impacts. An air quality analysis was prepared for the 2019 CSP SPA that demonstrated the project would result in a reduction of greenhouse gas emissions when compared to the 2016 CSP. Construction activity associated with the proposed project remains consistent with the scale of activity and resulting scope of impacts anticipated in the CSP EIR and prior 2019 Addendum. For operational impacts, the proposed project changes the balance of land uses in the area, but not in a manner that would increase emissions. Greenhouse gas emissions, from both the construction and operational phases, will result in impacts consistent with those analyzed in the CSP EIR and 2019 Addendum. The mitigation measures adopted with certification of the CSP EIR remain applicable and no additional impacts will occur.

Mitigation Measures: Applicable mitigation measures from the CSP EIR are included below; no new measures are warranted for the project.

MM 4.5-1 ***Air Quality Measures (Impact 4.5-1 CSP and Urban Reserve)***

Implement Mitigation Measure 4.4-1. Implementation of the Air Quality Mitigation Measure 4.4-1, listed in Section 4.4 *Air Quality*, would reduce operational and construction-related emissions of criteria air pollutants and precursors, and would also act to reduce GHG emissions associated with project construction and operation. Mitigation Measure 4.4-1 is relevant to Impact 4.5-1 because both criteria air pollutant and GHG emissions are frequently associated with combustion byproducts.

MM 4.5-2 ***Additional Measures to Reduce GHG Emissions (Impact 4.5-1- CSP and Urban Reserve)***

Development within the CSP area as a whole shall demonstrate that GHG emissions from project construction and operation will be reduced by 30% from business-as-usual emissions levels projected for 2025. Reductions in GHG emissions from the base-case "business-as-usual" scenario² shall be calculated and applied to specific development within the CSP in accordance with the handbook *Quantifying Greenhouse Gas Mitigation Measures* (CAPCOA, August 2010, or as may be subsequently revised or updated.) ("CAPCOA Handbook"). GHG emissions reduction credit shall be given both for Specific Plan-wide mitigation measures and project design features that reduce GHG emissions, as well as for additional specific measures implemented for each increment or phase of development within the Specific Plan in order to achieve the full 30% reduction.

² The CAPCOA Handbook defines the "business as usual" scenario to mean "the normal course of business or activities for an entity or project before the imposition of greenhouse gas emission reduction requirements or incentives."

IX. Hazards and Hazardous Materials

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents' Mitigation Measures Implemented or Addressing Impacts.
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	4.10-22	No	No	No	None
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	4.10-30	No	No	No	None
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	4.10-26	No	No	No	None
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	4.10-28	No	No	No	MM 4.10-1 Identify and Remediate Soil Contamination
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?	4.10-1	No	No	No	None
f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing in the project area?	4.10-1	No	No	No	None

g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	4.10-25	No	No	No	None
h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?	4.10-25	No	No	No	None

Discussion: The CSP EIR concluded that compliance with the City's existing General Plan policies, Stormwater Management program, Household Hazardous Waste program, as well as Roseville Fire Department Standards and federal and State laws and regulations would ensure that impacts related to hazards and exposure to hazardous materials were less than significant and no mitigation was required. Mitigation requiring remediation of existing soil contamination was required to ensure the potentially significant impacts due to exposure to contaminated soil were less than significant. The mitigation measures adopted with certification of the CSP EIR remain applicable and no additional impacts will occur. Impacts remain less than significant.

Mitigation Measures: Applicable mitigation measures from the CSP EIR are included below; no new measures are warranted for the project.

MM 4.10-1

Identify and Remediate Soil Contamination (Impact 4.10-4-soil contamination, tank or well sites, lead based paint and/or asbestos-CSP)

Prior to site development in the CSP, recommended testing and remediation by the applicant, if needed, shall occur. Groundwater wells shall be properly closed.

If evidence of soil contamination, septic tanks, or other underground storage tanks are encountered in the CSP area, work shall cease until the area can be tested, and, if necessary, contaminated materials shall be removed and properly disposed or remediated, and regulatory site closure obtained. Remediation activities could include removal of contaminated soil, and/or treatment. The City shall ensure that any necessary investigation and/or remediation activities are coordinated with the Roseville Fire Department, Placer County Division of Environmental Health, and if needed, other appropriate federal, state and local agencies. Once a site is remediated to the satisfaction of the appropriate regulatory agency, construction can continue.

X. Hydrology and Water Quality

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents' Mitigation Measures Implemented or Addressing Impacts.
a) Violate any water quality standards or waste discharge requirements?	4.13-35	No	No	No	MM 4.13-1 Implementation of Construction Activity Stormwater Protection Standards
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?	4.12.1-74, 4.12.1-78;	No	No	No	None
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on or off-site?	4.13-20, 4.13-22	No	No	No	None
d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on or off-site?	4.13-20, 4.13-22	No	No	No	None
e) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted water?	4.13-28	No	No	No	WMM 4.12-2 Pay Fair Share of Roseville Regional Stormwater Retention Facility Improvements

f) Otherwise substantially degrade water quality?	4.13-35	No	No	No	MM 4.13-1 Implementation of Construction Activity Stormwater Protection Standards
g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?	4.13-30	No	No	No	None
h) Place within a 100-year flood hazard area structures, which would impede or redirect flood flows?	4.13-30	No	No	No	None
i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?	4.13-4	No	No	No	None
j) Inundation by seiche, tsunami, or mudflow?	4.13-20	No	No	No	None

Discussion: The CSP EIR concluded that significant impacts due to alteration of the stormwater runoff pattern into Pleasant Grove Creek and increased stormwater runoff volume could be reduced to less than significant with the implementation of mitigation measures requiring a fair share payment toward the region's planned stormwater retention facility improvements; and that significant impacts related to construction erosion and runoff could be reduced to less than significant with mitigation requiring construction activity stormwater protection standards. Significant impacts to surface water quality from urban stormwater runoff could be reduced to less than significant with mitigation requiring compliance with the National Pollutant Discharge Elimination System (NPDES) and implementation of Stormwater Management measures.

A technical memorandum to the CSP Drainage and Stormwater Master Plan was prepared to evaluate the 2109 CSP SPA project. The technical memorandum evaluated the differences between the approved CSP (2016) and the CSP SPA and analyzed the effects of the proposed land use changes on planned drainage and stormwater facilities within the watershed. The associated 2019 CSP Addendum concluded the proposed conversion of commercial and business professional land uses to single-family uses on the south side of Pleasant Grove Creek would reduce the overall amount of pervious surfaces in this portion of the plan area resulting in reduced runoff from the site. The planned drainage and stormwater improvements were sufficient to accommodate the land use changes proposed with the 2019 CSP SPA project. The stormwater facilities as approved in the CSP Drainage and Stormwater Master plan were found to remain sufficient.

The proposed project would offset increases in peak flow, no development would occur within the 100-year floodplain area, and consistency with existing City regulations would ensure that all homes would be elevated at least two feet above the 100-year water surface elevation. With regard to storm water quality, the EIR notes that there are existing programs, regulations, and permits in place to ensure that the project would not have significant effects related to water pollution from construction or operation, though a mitigation measure is included to require compliance with this regulations. The project is in an area of relatively flat topography and is not near any large water bodies or dams/levees, so would not be subject to losses due to dam/levee failure, seiche, tsunami, or mudflow. The project falls within the development footprint of the CSP, and does not result in any changes to the scope or scale of impacts, and the prior conclusions remain appropriate.

Mitigation Measures: Applicable mitigation measures from the CSP EIR are included below; no new measures are warranted for the project.

MM 4.13-1 *Implementation of Construction Activity Stormwater Protection Standards (Impact 4.13-5- CSP and Urban Reserve)*

Prior to the issuance of a City grading permit and the commencement of construction activities, compliance with the State's General Construction permit, the City of Roseville's Construction Standards and the City's Stormwater BMP Guidance Manual shall be met. This compliance shall include the creation of a Storm Water Pollution Prevention Plan (SWPPP) that will identify the site, the location of sensitive habitats or watercourses, drainage areas, discharge locations, soil disturbance areas, and the locations of all runoff, erosion control, and sediment control Best Management Practices (BMPs). Ongoing monitoring shall be conducted, and adjustments to the SWPPP shall be implemented when needed to address changes in the field as construction activities evolve.

MM 4.13-2 *Stormwater Management Development Standards (Impact 4.13-6 – CSP and Urban Reserve)*

At the tentative map or site development stage, development shall be conditioned to include source control and treatment control measures, including but not limited to LID strategies and BMP treatment as required by the City's then current design standards and the City's then current General Phase II Water Quality Permit issued by the State. The measures shall include, but are not limited to, the measures identified above and in Table IV.B.2 *Applicable LID Measures by Development Type*, found in the *Creekview Drainage and Stormwater Master Plan* found in O of this report.

XI. Land Use and Planning

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents' Mitigation Measures Implemented or Addressing Impacts.
a) Physically divide an established community?	4.1-45	No	No	No	None
b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?	4.1-45, 4.1-52, 4.1-62; 4.6-36	No	No	No	None
c) Conflict with any applicable habitat conservation plan or natural community conservation plan?	4.1-66	No	No	No	None

Discussion: The approved (2016) CSP includes a mix of residential, commercial, office, open space, park and public/quasi-public uses designed to incorporate elements that are consistent with SACOG Blueprint Objectives such as compact development, a variety of housing and transportation choices, and substantial natural resource conservation. Given the plan area has been designed consistent with the SACOG Blueprint, would be internally compatible, does not conflict with the alignment of Placer Parkway, and is consistent with the City's General Plan, the CSP EIR determined that impacts related to conflicts with land use and conservation plans were less than significant.

The land use changes approved with the 2019 CSP SPA project reoriented the land uses planned south of Pleasant Grove Creek while leaving the land uses north of the creek unchanged. The LDR units within the plan area were increased by moving 141 units from MDR parcels to LDR parcels; however the overall unit amount remained unchanged at 2,011. To accommodate the additional LDR units, additional LDR acreage was added south of the creek by reducing the Community Commercial (CC) acreage from 15.5 to 9.2 acres and 3.8 acres of Community Commercial/Business Professional (CC/BP) land use were eliminated. The 2019 Addendum concluded consistency with the CSP Design Guidelines and the Community Design Guidelines would result in less than significant impacts. The proposed project involves the same use types within the same development footprint, and therefore the conclusions of the CSP EIR and prior Addendum remain applicable to the proposed project.

The proposed project area has been planned for development, including adequate roads, pedestrian paths, and bicycle paths to provide connections within the community. The project involves frontage improvements including new driveways, sidewalks, and pedestrian connections. As such, the project will not physically divide an established community.

As described above, changes introduced by the project and/or new circumstances relevant to the project would not, as compared to the CSP EIR, result in a new significant impact or significant impacts that are substantially more severe than significant impacts previously disclosed. In addition, there is no new information of substantial importance showing that the project would have one or more significant effects not previously discussed or that any previously examined significant effects would be substantially more severe than significant effects shown in the EIR. Nor is there new information of substantial importance showing (i) that mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative or (ii) that mitigation measures or alternatives considerably different from those analyzed in the EIR would substantially reduce one or more significant effects, but the proponents decline to adopt the mitigation measure or alternative.

Mitigation Measures: None required for this project.

XII. Mineral Resources

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents' Mitigation Measures Implemented or Addressing Impacts.
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	4.7-11	No	No	No	None
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	4.7-11	No	No	No	None
Discussion: The CSP EIR indicated that there were no significant mineral resources in the area. Therefore, the project is not considered to have any impacts on mineral resources. Thus, pursuant to CEQA Guidelines section 15164, subdivision (a), the City finds that “none of the conditions described in Section 15162 calling for preparation of a subsequent FEIR have occurred” relative to mineral resources. Mitigation Measures: None required for this project.					

XIII. Noise

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents' Mitigation Measures Implemented or Addressing Impacts.
a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	4.6-17; 4.6-21; 4.6-3; 4.6-25; 4.6-26; 4.6-28; 4.6-31; 4.6-33	No	No	No	MM 4.6-1 Construction Noise Reduction; MM 4.6-2 Commercial Noise Controls; MM 4.6-3: Traffic Noise Attenuation; MM 4.6-3 Traffic Noise Attenuation;
b) Generation of excessive ground borne vibration of ground borne noise levels?	4.6-17	No	No	No	MM 4.6-1 Construction Noise Reduction
c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	4.6-17	No	No	No	None

Discussion: The CSP EIR determined that short-term impacts from noise generated during construction of infrastructure projects within the CSP area were significant and unavoidable even after mitigation measures were applied. Because the proposed project does not expand the limits of the development footprint or the project's physical impact boundary, no additional analysis is required. The mitigation measures adopted with the CSP EIR remain applicable and no additional impacts will occur. Remaining impacts related to construction noise impacts remain significant and unavoidable. The EIR determined that impacts from new noise generating uses introduced as a result of the approved CSP, such as commercial uses, would result in a significant impact that could be reduced to less than significant with mitigation. The mitigation measures adopted with certification of the CSP EIR will apply to noise generating uses within the CSP SPA and no new impacts that were not previously disclosed will occur. Impacts remain less than significant.

The CSP EIR also analyzed noise impacts related to placing residential uses within proximity to noise generating uses such as roadways and the Roseville Energy Park (REP). Though the previous document analyzed the effects of transportation noise and noise from the Roseville Energy Park (REP) on the proposed residential uses, the CEQA checklist items related to noise impacts have been updated and that analysis is no longer required. No additional analyses of the impact from existing and future noise sources on residential properties is required. Though not required as part of the CEQA analysis, this issue will be addressed in staff's evaluation of the requested planning entitlements.

Mitigation Measures: Applicable mitigation measures from the CSP EIR are included below; no new measures are warranted for the project.

MM 4.6-1: *Construction Noise Reduction (Impact 4.6-1-CSP and Urban Reserve)*

MM 4.6-1(a): Construction activities shall comply with the requirements of the City of Roseville Noise Ordinance.

MM4.6-1(b): Locate fixed construction equipment such as compressors and generators as far as possible from sensitive receptors. Shroud or shield all impact tools, and muffle or shield all in-take and exhaust ports on power construction equipment.

MM 4.6-1(c): Designate a construction disturbance coordinator and conspicuously post the Coordinator's contact information around the project site and in adjacent public spaces. The disturbance coordinator will receive all public complaints about construction noise disturbances, and will be responsible for determining the cause of the complaint, and implementing any feasible measures to be taken to alleviate the problem.

MM 4.6-1(d): Well drilling shall occur prior to construction of the adjacent subdivision, to the extent feasible. If construction timing for the wells occurs after subdivision construction, then measures to reduce noise shall include; hanging flexible sound control curtains around the drilling apparatus, and the drill rig, to the degree feasible as determined by the Environmental Utilities Director, if located within 1,000-feet of an occupied residence.

MM 4.6- 3: *Traffic Noise Attenuation (Impact 4.6-7 and 4.6-8 CSP)*

- MM 4.6-3(a):** In areas requiring sound attenuation, noise barrier walls shall be constructed of concrete panels, concrete masonry units, earthen berms, or any combination of these materials. Wood is not recommended for construction due to eventual warping and degradation of acoustical performance.
- MM 4.6-3(b):** Tentative map applications for residential uses located along Blue Oaks Boulevard, Westbrook Boulevard, Holt Parkway, Benchmark Drive and Creekview Plaza shall include an analysis of interior noise levels. The analysis and report shall be conducted by a qualified acoustical engineer and shall specify the measures required to achieve compliance with the City of Roseville 45 dB Ldn interior noise level standard.

XIV. Population and Housing

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents' Mitigation Measures Implemented or Addressing Impacts.
a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	4.2-18	No	No	No	None
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?	4.2-17	No	No	No	None
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?	4.2-17	No	No	No	None

Discussion: The CSP EIR concluded that the project would result in significant and unavoidable growth inducing impacts which were attributed to the physical impacts of development on natural environmental resources. The proposed project does not expand the limits of the development footprint or the project's physical impact boundary; therefore, no additional analysis is required. This impact remains significant and unavoidable. Impacts related to displacement of existing housing and people were identified as less than significant because there is no existing housing on

the site. No changes in circumstance related to existing housing and people have occurred and no additional analysis is required for the proposed project. Impacts remain less than significant.

Mitigation Measures: None required for this project.

XV. Public Services

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents' Mitigation Measures Implemented or Addressing Impacts.
Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any the public services:					
a) Fire protection?	4.11-11	No	No	No	None
b) Police protection?	4.11-5	No	No	No	None
c) Schools?	4.11-21	No	No	No	MM 4.11-3 Safe Routes to School
d) Parks?	4.11-25	No	No	No	None
e) Other public facilities?	None	No	No	No	None
Discussion: The CSP EIR evaluated the increased demands for fire services, police services, schools, and parks as a result of the new residential population. Impacts were determined to be less than significant for fire, police, and parks because the project includes mechanism for construction and funding of the facilities need to provide these services. The EIR identified potentially significant impacts related to providing safe routes to school, but determined that those impacts could be reduced to less than significant with mitigation requiring that the applicant work with the school					

districts to provide safe routes to school. The proposed project will be shifting the property line between the park parcel C-60 and the elementary school parcel C-80 in order to increase the size of the elementary school site by approximately 0.6 acres. Thus, the total acreage dedicated to neighborhood parks in the CSP will be reduced from 16.3 acres to 15.7 acres. The project will still meet the park dedication required per the General Plan, which is determined based on a ratio of 3 acres per 1,000 residents. The proposed project does not change the prior analysis conclusions, because the overall number of residential units will not be affected by the project. In addition, the project was routed to the affected City's departments for review and no comments related to service provision were received.

The proposed CSP SPA would not result in new significant impacts that are substantially more severe than impacts previously disclosed relative to public services. In addition, there is no new information of substantial importance showing that the project would have one or more significant effects not previously discussed or that any previously examined significant effects would be substantially more severe than significant effects shown in the previous EIR. Nor is there new information of substantial importance showing (i) that mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative or (ii) that mitigation measures or alternatives considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects, but the proponents decline to adopt the mitigation measure or alternative.

Mitigation Measures: Applicable mitigation measures from the CSP EIR are included below; no new measures are warranted for the project.

MM. 4.11.3 Safe Routes to School (Impact 4.11-3 CSP)

The applicants shall work with the school districts to identify safe routes to school. The school districts should encourage an appropriate mechanism for transporting students to schools, both within the specific plan area and outside the project area. Bus programs would reduce traffic congestion and reduce potential air quality impacts.

XVI. Recreation

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents' Mitigation Measures Implemented or Addressing Impacts.
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that physical	4.11-31	No	No	No	None

deterioration of the facility would occur or be accelerated?					
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	4.11-31	No	No	No	None
Discussion: The CSP EIR evaluated the increased demands for park and recreation services as a result of the new residential population. Impacts were determined to be less than significant because the project includes mechanism for construction and funding of the facilities need to provide these services. The physical impacts of construction of these facilities were addressed in separate chapters of the CSP EIR as appropriate. As mentioned, the proposed project will shift the parcel lines between Parcel C-60 (park) and Parcel C-80 (school) in order to increase the size of the school site and reduce the size of the park site by 0.6 acres. The total neighborhood park acreage in the CSP will therefore be reduced from 16.3 acres to 15.7 acres. This amount of acreage still meets the parkland dedication required for the CSP. Therefore, the project meets the City's standards for City-wide parks, neighborhood parks, and open space and no additional impacts will occur as a result of the project. Impacts remain less than significant. Mitigation Measures: None required for this project.					

XVII. Transportation/Traffic

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents' Mitigation Measures Implemented or Addressing Impacts.
a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?	4.3-77, 4.3-77; 4.3-79; 4.3-99; 4.3-104; 4.3-164;	No	No	No	MM 4.3-2 Pay Fair Share Toward Transit Improvements; MM 4.3-7: Contribute Fair Share Costs to State Interchanges; MM 4.3-8: Contribute Fair Share Costs to State Roadway Segments

b) Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?	4.3-57; 4.3-77; 4.3-80; 4.3-81; 4.3-83; 4.3-87; 4.3-90; 4.3-92; 4.3-95; 4.3-98; 4.3-113; 4.3-147; 4.3-149; 4.3-151; 4.3-153; 4.3-155; 4.3-157; 4.3-158; 4.3-160;	No	No	No	MM 4.3-2 Pay Fair Share Toward Transit Improvements; MM-4.3-3, Placer County: Contribute Fair Share Costs to Roadways; MM-4.3-3 Placer County Intersections: Pay Fair Share Cost of Improvements; MM 4.3-4 Pay Fair Share of Improvements (Walerga Road); MM 4.3-5 Contribute Fair Share Costs to Sacramento County Facilities; MM 4.3-6 Contribute Fair Share Costs to Sutter County Facilities; MM 4.3-1 Pay Fair Share Improvements to the CIP
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?	4.3-18	No	No	No	None
d) Substantially increase hazards due to a design feature(s) (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	4.3-2	No	No	No	None
e) Result in inadequate emergency access?	4.3-2	No	No	No	None
f) Conflict with adopted policies, plans, or programs supporting public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?	4.3-144; 4.3-146;	No	No	No	MM 4.3-2 Pay Fair Share Toward Transit Improvements

Discussion: A Traffic Impact Analysis was prepared for the CSP EIR to analyze the impacts of the proposed urban development including the addition of new and extended roadways. The analysis included a quantification of traffic from the CSP under existing and future (2025) conditions. The EIR identified significant impacts related to transit services that would be reduced to less than significant with fair share payment toward planned improvements; and significant impacts from increased traffic volumes on roadways and intersection delays within the City of

Roseville that would be reduced to less than significant with mitigation requiring fair share payment toward CIP improvements. Impacts to roadways and intersections within Sacramento County and the Cities of Lincoln and Rocklin were identified as less than significant.

Significant impacts to Sutter County roadways, Placer County roadways and intersections, and increased traffic volumes on State Highways were identified and mitigation was adopted to require fair share payment for cost of improvement on the affected infrastructure; however, due to uncertainty related to the feasibility and timing of those improvements given that they improvements are outside the City's jurisdiction, the EIR concluded that the impact would remain significant and unavoidable even with mitigation requiring fair share payment toward roadway improvements.

For the proposed project, the City's Engineering Division reviewed the scope of changes and concluded that an updated traffic study was not required. The project will be transferring 36 units from MDR parcels to LDR parcels within the CSP. Given the LDR and MDR land uses have the same trip generation rate of one trip per unit (based on the Institute of Transportation Engineers trip rates), and the unit transfers among the parcels maintain the same overall number of units allocated to the project are, the project would not cause new or more severe impacts than already described in the CSP EIR.

The proposed project has no impact on air traffic patterns, and does not present substantial safety risks. The project design does not introduce hazards such as sharp curves or dangerous intersections. The project has been reviewed by the City Engineering Division and City Fire Department staff, and has been found to be consistent with the City's Design Standards. Furthermore, standard conditions of approval added to all City project require compliance with Fire Codes and other design standards. Compliance with existing regulations ensure that impacts are less than significant.

The proposed uses are substantially consistent with the build out assumptions and would not increase the severity of already identified significant impacts; therefore, there would be no new significant impacts not previously identified in the CSP EIR relative to transportation/traffic. Thus, pursuant to CEQA Guidelines section 15164, subdivision (a), the City finds that "none of the conditions described in Section 15162 calling for preparation of a subsequent FEIR have occurred" relative to transportation/traffic.

Mitigation Measures: Mitigation was included for each impacted facility (see CSP EIR MM 4.3-1 to 4.3-8), but these measures have already been incorporated into the City's Capital Improvement Program and fee programs. The measures are no longer necessary to impose on individual projects, as a mechanism for their funding and construction is already implemented.

XVIII. Tribal Cultural Resources

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents' Mitigation Measures Implemented or Addressing Impacts.
Would the project cause a substantial adverse change in the significance of a Tribal Cultural Resource as defined in Public Resources Code Section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:					
a) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k)?	4.9-16	No	No	No	None
b) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1? In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1 the lead agency shall consider the significance of the resource to a California Native American tribe.	Not Applicable	No	No	No	None

Discussion: In addition to archeological resources, tribal cultural resources are also given particular treatment. Tribal cultural resources are defined in Public Resources Code Section 21074, as either 1) a site, feature, place, geographically-defined cultural landscape, sacred place, or object with cultural value to a California Native American Tribe, that is listed or eligible for listing on the California Register or Historical Resources, or on a local register of historical resources or as 2) a resource determined by the lead agency, supported by substantial evidence, to be significant according to the historical register criteria in Public Resources Code section 5024.1(c), and considering the significance of the resource to a California Native American Tribe.

This section was added to the CEQA Guidelines after the publication of the prior environmental document to which this Addendum is attached, but cultural resources were addressed in that document. Notice of the proposed project was mailed to tribes which had requested such notice pursuant to Assembly Bill 52 (AB 52) and Senate Bill (SB 18) on March 18, 2021. A request for consultation was received from the United Auburn Indian Community (UAIC) on April 7, 2021. The UAIC subsequently closed consultation on April 15, 2021 after requesting that a standard mitigation measure (TCR-1) be made a requirement of the project to reduce impacts to resources, should any be found on-site. The measure requires an immediate cessation of work, and contact with the appropriate agencies to address the resource before work can resume. This measure is already required by the prior EIR, but the standard language has been updated since the original EIR was published, and therefore the most current version of this measure is included below as mitigation measure TCR-1.

Mitigation Measures:

TCR-1: *Inadvertent Discoveries*

If any TCRs are discovered during ground disturbing construction activities, all work shall cease within 100 feet of the find. The appropriate tribal representatives from culturally affiliated tribes shall be immediately notified. Work at the discovery location cannot resume until it is determined, in consultation with culturally affiliated tribes, that the find is not a TCR, or that the find is a TCR and all necessary investigation and evaluation of the discovery under the requirements of the CEQA, including AB 52, has been satisfied. Preservation in place is the preferred alternative under CEQA and UAIC protocols, and every effort must be made to preserve the resources in place, including through project redesign. The contractor shall implement any measures deemed by the CEQA lead agency to be necessary and feasible to preserve in place, avoid, or minimize impacts to the resource, including, but not limited to, facilitating the appropriate tribal treatment of the find, as necessary.

XIX. Utilities and Service Systems

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents' Mitigation Measures Implemented or Addressing Impacts.
a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?	4.12.3-16; 4.12.3-23	No	No	No	MM 4.12.3-1 Treatment Plant Capacity; MM 4.12.3-2 Treatment Plant Expansion
b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	4.12.3-14; 4.12.3-14; 4.12.3-21; 4.12.1-69; 4.12.1-71	No	No	No	MM 4.12.3-2 Treatment Plant Expansion
c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	4.13-28	No	No	No	WMM 4.12-2 Pay Fair Share of Roseville Regional Stormwater Retention Facility Improvements
d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?	4.12.1-49; 4.12.1-54	No	No	No	None
e) Result in a determination by the wastewater treatment provider which serves the project that it has adequate capacity to serve the project's projected demand in addition of the provider's existing commitments?	4.12.3-16;	No	No	No	MM 4.12.3-1 Treatment Plant Capacity
f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?	4.12.4-10; 4.12.4-12; 4.12.4-14; and 4.12.4-15	No	No	No	WMM 4.11-7 Expand the WRSL Landfill; WMM 4.11-7 Expand the WRSL Landfill; WMM 4.11-11 Divert Construction Debris

g) Comply with federal, state, and local statutes and regulations related to solid waste?	4.12.4-5; 4.12.4-15	No	No	No	WMM 4.11-11 Divert Construction Debris
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Discussion:Wastewater

The CSP EIR determined that the impact related to the expansion of the Pleasant Grove Wastewater Treatment Plant facility and service area needed to accommodate growth from the project would result in a significant impact that could be reduced to less than significant with mitigation measures requiring expansion of the service area, connection fees, and a fair share payment for environmental review. The significant physical impacts related to construction of new facilities would be reduced to less than significant with implementation of mitigation measures identified in the Wastewater Master Plan EIR.

Water Supply

The total projected potable water demand for the originally approved project is 58,099 acre feet per year (AFY). As presented in the CSP EIR, the City's normal/wet year water supply from the American River of 58,900 AFY would meet the project's water demand with a surplus of 801 AFY. In dry years, the City supplements the water supply from the American River with ground water and maintains its supply. Furthermore, the capacity of the existing water treatment plant exceeds the anticipated buildout demand. The CSP EIR determined that the existing supply and treatment plant would serve the CSP and that impacts were less than significant.

A technical memorandum was prepared for the 2019 CSP SPA project to determine how the modifications would affect the overall water demand for the project. As discussed in the 2019 Addendum, the memorandum determined that the land use changes associated with the 2019 CSP SPA resulted in a 2 acre-feet annual water demand reduction. The current proposed project does not involve any land use changes nor does it change the total number of units anticipated for the plan area. Therefore, the prior conclusions of the CSP EIR and 2019 Addendum remain applicable.

Solid Waste

The CSP EIR determined that the solid waste generated by the CSP would exceed the ultimate capacity of the landfill by 501 tons per day ultimately reducing the lifetime of the landfill by 3 months and that this resulted in a Significant Impact. Although the CSP is required to pay collection fees toward expansion of the landfill the impact was determined to be Significant and Unavoidable because the City cannot guarantee expansion of the landfill. Additionally, impacts to biological and agricultural resources associated with the future expansion of the landfill and impacts from the increased construction and demolition debris expected from the project were identified as Significant and Unavoidable even with the adoption of mitigation measures.

Conclusion

The proposed project would not result in a new significant impacts that are substantially more severe than impacts previously disclosed. In addition, there is no new information of substantial importance showing that the project would have one or more significant effects not previously

discussed or that any previously examined significant effects would be substantially more severe than significant effects shown in the previous EIR. Nor is there new information of substantial importance showing (i) that mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative or (ii) that mitigation measures or alternatives considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects, but the proponents decline to adopt the mitigation measure or alternative. The CSP SPA will not result in development outside those areas previously identified for development and, with the CSP SPA, the intensity of development will be reduced. The prior conclusions and mitigation measures of the CSP EIR remain applicable.

Mitigation Measures: Applicable mitigation measures from the CSP EIR are included below; no new measures are warranted for the project.

MM 4.12.3-1 *Treatment Plant Capacity (Impacts 4.12.3-2 CSP)*

Prior to issuance of building permits for development in the CSP area, the applicant shall demonstrate to the City that the SPWA has approved expansion of the SPWA 2005 Service Area Boundary to include the CSP. All applicants shall participate financially in the construction of additional wastewater treatment capacity sufficient to accommodate projected flows through payment of connection fees. Applicant shall also participate on a fair share basis in other financial mechanisms for any additional environmental review required to secure approvals necessary to increase wastewater discharges from the plant, including approval by the SPWA for expansion of the service area boundary. It is recognized that the CSP applicant will rely on the City (on behalf of the SPWA partners) to construct regional treatment and regional transmission facilities needed to treat and discharge wastewater produced within the service area boundary. In the event the City is unable to obtain all required permits (e.g. NPDES permit and WDRs) or is unable to complete the required facility expansion(s), development within the service area boundary may continue until existing capacity has been exhausted, at which time any remaining development shall be curtailed until such time as sufficient wastewater treatment and discharge capacity becomes available.

MM 4.12.3-2 *Treatment Plant Expansion (Impacts 4.12.3-3 CSP and Urban Reserve, Impact 4.12.3-4 CSP)*

The applicant and/or the City, as specified, shall implement all relevant construction related mitigation measures for expansion of the PGWWTP listed in certified Final EIR Appendix J and all water quality and aquatic resource mitigation measures applicable to this project as listed in certified Final EIR Table 4.12.3-5.

WMM 4.11-7 *Expand the WRSL Landfill (Impact 4.12.4-2 and 4.12.4-3 – CSP and Urban Reserve)*

Development in the CSP Area and Urban Reserve shall pay collection fess to the City of Roseville, a portion of which shall be used to service bonds necessary to fund landfill expansion.

Since preparation of the WRSP FEIR, the City has implemented a green waste program whereby all new residential customers receive green waste bins. Therefore this mitigation measure is no longer required because it is a standard operating procedure.

WMM 4.11-11***Divert Construction Debris (Impact 4.12.4-4 – CSP and Urban Reserve)***

Developers of the CSP and Urban Reserve areas shall ensure a 50% diversion of development's construction waste stream from landfill disposal. In Developer contracts with construction contractors and their sub-contractors, the Developer shall require that the amount of construction waste be diverted from landfill disposal by no less than 50%. The Developer shall further require that contractors and sub-contractors submit records of diversion and disposal to the City's Environmental Utilities Department in order to verify compliance with this requirement.

XX. Mandatory Findings of Significance

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents' Mitigation Measures Implemented or Addressing Impacts.
a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of an endangered, threatened or rare species, or eliminate important examples of the major periods of California history or prehistory?	See prior sections	No	No	No	See prior sections
b) Does the project have impacts which are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)	See prior sections	No	No	No	See prior sections
c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	See prior sections	No	No	No	See prior sections

Discussion: Long term environmental goals are not impacted by the proposed project. The cumulative impacts do not deviate beyond what was contemplated in the CSP EIR, and mitigation measures have already been incorporated. With implementation of the City's Mitigating Ordinances, Guidelines, and Standards and best management practices, mitigation measures described in this chapter, and permit conditions, the proposed project will not have a significant impact on the habitat of any plant or animal species. Based on the foregoing, the proposed project does not have the potential to degrade the quality of the environment, substantially reduce the habitat of any wildlife species, or create adverse effects on human beings. Thus, pursuant to CEQA Guidelines section 15164, subdivision (a), the City finds that "none of the conditions described in Section 15162 calling for preparation of a subsequent FEIR have occurred" relative to the mandatory findings of significance.

ENVIRONMENTAL DETERMINATION:

In reviewing the site specific information provided for this project and acting as Lead Agency, the City of Roseville, Development Services Department, Planning Division has analyzed the potential environmental impacts created by this project and determined that the findings of CEQA Section 15162 concerning the decision not to prepare a subsequent EIR or negative declaration and the findings of CEQA Section 15164 concerning the decision to prepare an Addendum can be made. As supported by substantial evidence within the Addendum to the Creekview Specific Plan Final Environmental Impact Report (SCH # 02008032017, adopted September 19, 2012), the Lead Agency makes the following findings:

[X] No substantial changes are proposed in the project which would require major revisions of the previous EIR.

[X] No substantial changes have occurred with respect to the circumstances under which the project is undertaken.

[X] There is no new information of substantial importance which was not known and could not have been known with the exercise of due diligence at the time the previous EIR was certified as complete.

[X] Only minor technical changes or additions are necessary in order to deem the adopted environmental document adequate.

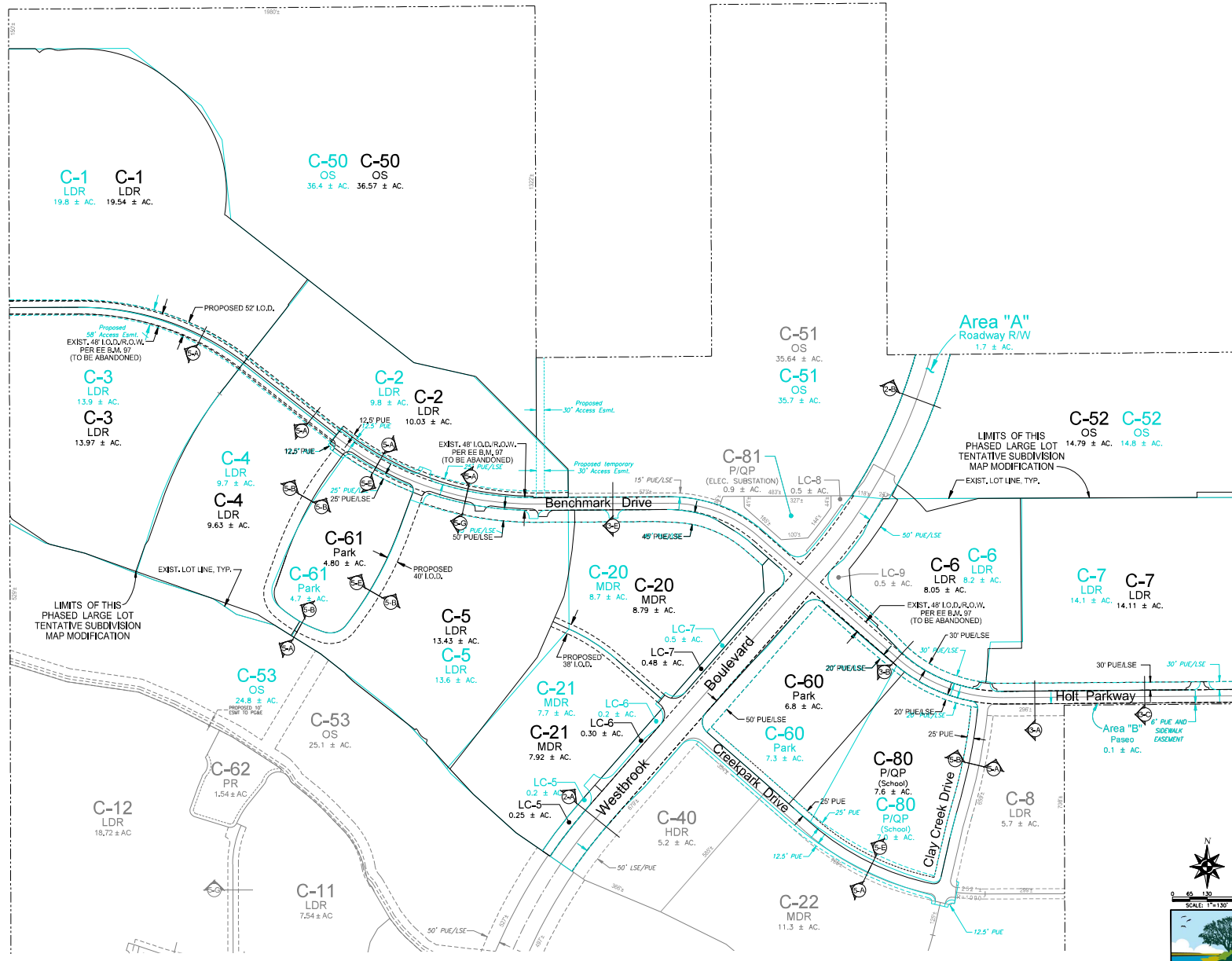
Addendum Prepared by:

Kinarik Shallow

Kinarik Shallow, Associate Planner
City of Roseville, Development Services–Planning Division

Attachments:

1. Tentative Subdivision Maps



ATTACHMENT A
LLTM MODIFICATION OVERLAY EXHIBIT

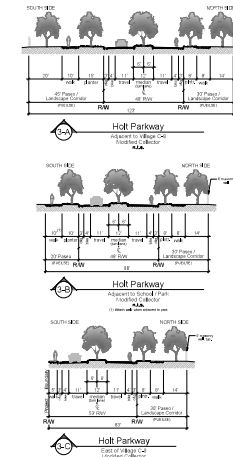
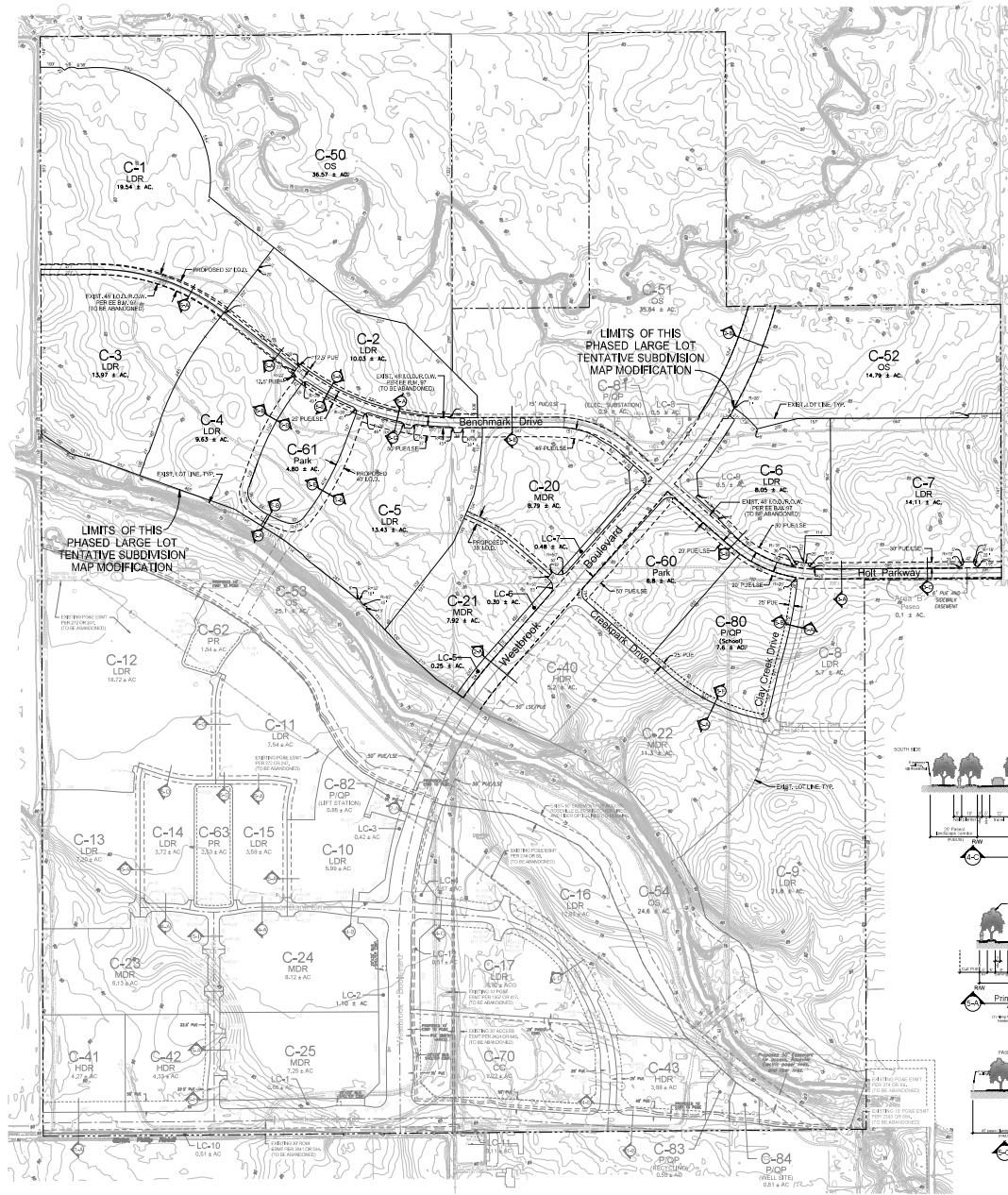
CREEK VIEW

Scale: 1"= 130'

MACAY & SOMPS
ENGINEERS PLANNERS SURVEYORS

July 9, 2021

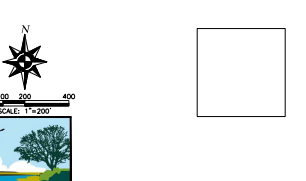
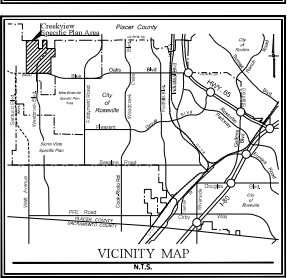
Sheet 1 of 1
LLTM MODIFICATION OVERLAY EXHIBIT



PARCEL	LAND USE	ZONING	ACRES (APPROX)	UNITS	NOTES
C-1	LDR (Low Density Residential)	RS-05	10.03	52	No modifications
C-2	LDR (Low Density Residential)	RS-05	10.03	52	No modifications
C-3	LDR (Low Density Residential)	RS-05	10.03	52	No modifications
C-4	LDR (Low Density Residential)	RS-05	10.03	52	No modifications
C-5	LDR (Low Density Residential)	RS-05	10.03	52	No modifications
C-6	LDR (Low Density Residential)	RS-05	10.03	52	No modifications
C-7	LDR (Low Density Residential)	RS-05	10.03	52	No modifications
C-8	LDR (Low Density Residential)	RS-05	10.03	52	No modifications
C-9	LDR (Low Density Residential)	RS-05	10.03	52	No modifications
C-10	LDR (Low Density Residential)	RS-05	10.03	52	No modifications
C-11	LDR (Low Density Residential)	RS-05	10.03	52	No modifications
C-12	LDR (Low Density Residential)	RS-05	10.03	52	No modifications
C-13	LDR (Low Density Residential)	RS-05	10.03	52	No modifications
C-14	LDR (Low Density Residential)	RS-05	10.03	52	No modifications
C-15	LDR (Low Density Residential)	RS-05	10.03	52	No modifications
C-16	LDR (Low Density Residential)	RS-05	10.03	52	No modifications
C-17	LDR (Low Density Residential)	RS-05	10.03	52	No modifications
C-18	LDR (Low Density Residential)	RS-05	10.03	52	No modifications
C-19	LDR (Low Density Residential)	RS-05	10.03	52	No modifications
C-20	LDR (Low Density Residential)	RS-05	10.03	52	No modifications
C-21	LDR (Low Density Residential)	RS-05	10.03	52	No modifications
C-22	LDR (Low Density Residential)	RS-05	10.03	52	No modifications
C-23	LDR (Low Density Residential)	RS-05	10.03	52	No modifications
C-24	LDR (Low Density Residential)	RS-05	10.03	52	No modifications
C-25	LDR (Low Density Residential)	RS-05	10.03	52	No modifications
C-26	LDR (Low Density Residential)	RS-05	10.03	52	No modifications
C-27	LDR (Low Density Residential)	RS-05	10.03	52	No modifications
C-28	LDR (Low Density Residential)	RS-05	10.03	52	No modifications
C-29	LDR (Low Density Residential)	RS-05	10.03	52	No modifications
C-30	LDR (Low Density Residential)	RS-05	10.03	52	No modifications
C-31	LDR (Low Density Residential)	RS-05	10.03	52	No modifications
C-32	LDR (Low Density Residential)	RS-05	10.03	52	No modifications
C-33	LDR (Low Density Residential)	RS-05	10.03	52	No modifications
C-34	LDR (Low Density Residential)	RS-05	10.03	52	No modifications
C-35	LDR (Low Density Residential)	RS-05	10.03	52	No modifications
C-36	LDR (Low Density Residential)	RS-05	10.03	52	No modifications
C-37	LDR (Low Density Residential)	RS-05	10.03	52	No modifications
C-38	LDR (Low Density Residential)	RS-05	10.03	52	No modifications
C-39	LDR (Low Density Residential)	RS-05	10.03	52	No modifications
C-40	LDR (Low Density Residential)	RS-05	10.03	52	No modifications
C-41	LDR (Low Density Residential)	RS-05	10.03	52	No modifications
C-42	LDR (Low Density Residential)	RS-05	10.03	52	No modifications
C-43	LDR (Low Density Residential)	RS-05	10.03	52	No modifications
C-44	LDR (Low Density Residential)	RS-05	10.03	52	No modifications
C-45	LDR (Low Density Residential)	RS-05	10.03	52	No modifications
C-46	LDR (Low Density Residential)	RS-05	10.03	52	No modifications
C-47	LDR (Low Density Residential)	RS-05	10.03	52	No modifications
C-48	LDR (Low Density Residential)	RS-05	10.03	52	No modifications
C-49	LDR (Low Density Residential)	RS-05	10.03	52	No modifications
C-50	LDR (Low Density Residential)	RS-05	10.03	52	No modifications
C-51	LDR (Low Density Residential)	RS-05	10.03	52	No modifications
C-52	LDR (Low Density Residential)	RS-05	10.03	52	No modifications
C-53	LDR (Low Density Residential)	RS-05	10.03	52	No modifications
C-54	LDR (Low Density Residential)	RS-05	10.03	52	No modifications
C-55	LDR (Low Density Residential)	RS-05	10.03	52	No modifications
C-56	LDR (Low Density Residential)	RS-05	10.03	52	No modifications
C-57	LDR (Low Density Residential)	RS-05	10.03	52	No modifications
C-58	LDR (Low Density Residential)	RS-05	10.03	52	No modifications
C-59	LDR (Low Density Residential)	RS-05	10.03	52	No modifications
C-60	LDR (Low Density Residential)	RS-05	10.03	52	No modifications
C-61	LDR (Low Density Residential)	RS-05	10.03	52	No modifications
C-62	LDR (Low Density Residential)	RS-05	10.03	52	No modifications
C-63	LDR (Low Density Residential)	RS-05	10.03	52	No modifications
C-64	LDR (Low Density Residential)	RS-05	10.03	52	No modifications
C-65	LDR (Low Density Residential)	RS-05	10.03	52	No modifications
C-66	LDR (Low Density Residential)	RS-05	10.03	52	No modifications
C-67	LDR (Low Density Residential)	RS-05	10.03	52	No modifications
C-68	LDR (Low Density Residential)	RS-05	10.03	52	No modifications
C-69	LDR (Low Density Residential)	RS-05	10.03	52	No modifications
C-70	LDR (Low Density Residential)	RS-05	10.03	52	No modifications
C-71	LDR (Low Density Residential)	RS-05	10.03	52	No modifications
C-72	LDR (Low Density Residential)	RS-05	10.03	52	No modifications
C-73	LDR (Low Density Residential)	RS-05	10.03	52	No modifications
C-74	LDR (Low Density Residential)	RS-05	10.03	52	No modifications
C-75	LDR (Low Density Residential)	RS-05	10.03	52	No modifications
C-76	LDR (Low Density Residential)	RS-05	10.03	52	No modifications
C-77	LDR (Low Density Residential)	RS-05	10.03	52	No modifications
C-78	LDR (Low Density Residential)	RS-05	10.03	52	No modifications
C-79	LDR (Low Density Residential)	RS-05	10.03	52	No modifications
C-80	LDR (Low Density Residential)	RS-05	10.03	52	No modifications
C-81	LDR (Low Density Residential)	RS-05	10.03	52	No modifications
C-82	LDR (Low Density Residential)	RS-05	10.03	52	No modifications
C-83	LDR (Low Density Residential)	RS-05	10.03	52	No modifications
C-84	LDR (Low Density Residential)	RS-05	10.03	52	No modifications
TOTAL			401.40	1,537	

APPLICANT:	Arthen United Creative Developers LP 3001 Douglas Boulevard, Suite 200 Roseville, CA 95748
ENGINEER:	MACKEY & SOMPS CIVIL ENGINEERS, INC. 10000 Chondola Ridge Circle, Suite 100 Roseville, CA 95748
ASSESSOR'S PARCEL NUMBER:	017-010-054-055-056-057-058
TOTAL ACRES:	461.4 ± AC.
LAND USE:	
Existing General Plan Designation:	LDR, MDR, HDR, CC, POP, PDR, AOS
ZONE:	RS05, R3, CC, COCA, POP
Existing Zone Classification:	PDR, AOS
NUMBER OF PARCELS:	14
SERVICE PROVIDERS:	
PARKS AND RECREATION:	City of Roseville
FIRE AND FIRE PROTECTION:	City of Roseville
SANITARY SEWER:	City of Roseville
DOMESTIC WATER:	City of Roseville
ELECTRICITY:	AT&T
TELEPHONE:	AT&T
GAS:	P.G.&E.
CABLE:	Comcast

- NOTES**
- PROPERTY DESCRIPTION: All land and property situated in the County of Butte, State of California, being a portion of Section 14, Township 11 North, Range 5 East, M223M.
 - This tentative subdivision map is for the purpose of showing the proposed modifications to the parcels shown on the tentative subdivision map, as indicated in the Parcel Summary Table. It is not intended to show the proposed modifications to the parcels shown on the tentative subdivision map, as indicated in the Parcel Summary Table.
 - For all parcels shown on this map, the proposed modifications are consistent with the tentative subdivision map, as indicated in the Parcel Summary Table.
 - The tentative subdivision map is dated January 20, 2013, approved by the City of Roseville Planning Commission on February 20, 2013, and the tentative subdivision map is dated July 26, 2013, approved by the City of Roseville Planning Commission on October 15, 2013.
 - Lot areas on this Large Lot Tentative Subdivision Map are approximate.
 - Lot lines may be shown as approximate on the Large Lot Tentative Subdivision Map. The final lot lines shall be determined by a professional land surveyor.
 - The final map of mapping and subdivision shall be subject to the approval of the City of Roseville.
 - Pursuant to Government Code Section 66029.2, the land shown herein may be mapped and subdivided without independent survey, and may constitute a subdivision under outside of parcels of existing land or interest in or subject to the approval of the City of Roseville.
 - For all parcels shown on this map, the proposed modifications are consistent with the tentative subdivision map, as indicated in the Parcel Summary Table.
 - Additional easements to accommodate easements shall be shown on the Large Lot Tentative Subdivision Map, as indicated in the Parcel Summary Table.
 - A professional assessment (17) to the benefit of PG&E is included within this Large Lot Tentative Map. Easement agreements shall be modified at the time of final map.
 - The following easements and interests are to be shown on the Large Lot Tentative Map, as indicated in the Parcel Summary Table.
 - For all parcels shown on this map, the proposed modifications are consistent with the tentative subdivision map, as indicated in the Parcel Summary Table.
 - For all parcels shown on this map, the proposed modifications are consistent with the tentative subdivision map, as indicated in the Parcel Summary Table.
 - For all parcels shown on this map, the proposed modifications are consistent with the tentative subdivision map, as indicated in the Parcel Summary Table.



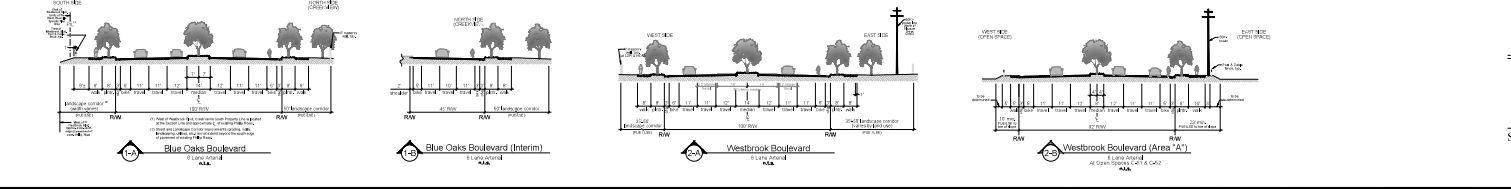
MODIFIED PHASED LARGE LOT
TENTATIVE SUBDIVISION MAP

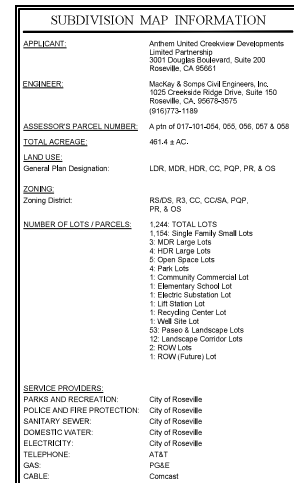
CREEK VIEW

Scale: 1"=200'

MACKEY & SOMPS
ENGINEERS PLANNERS SURVEYORS

June 11, 2021





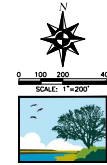
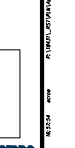
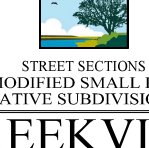
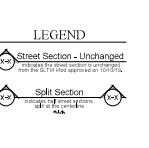
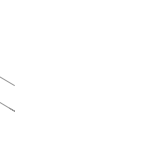
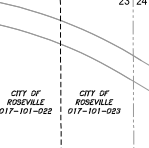
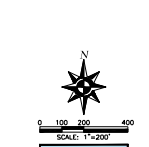
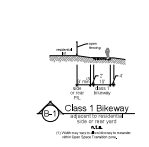
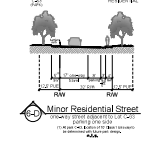
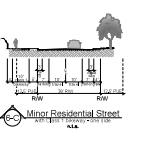
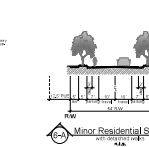
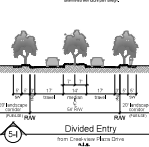
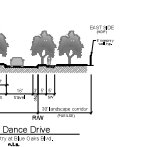
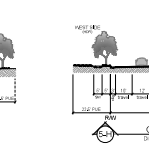
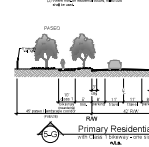
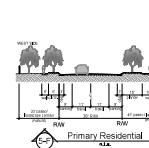
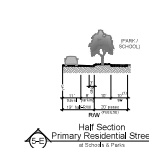
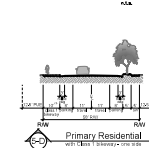
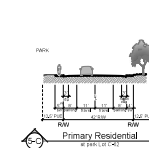
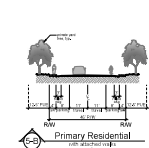
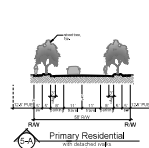
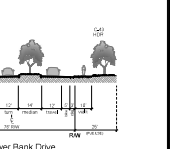
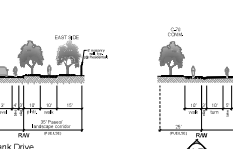
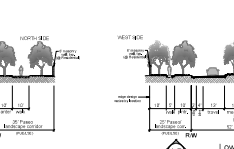
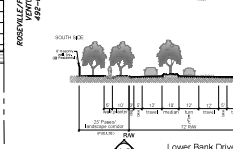
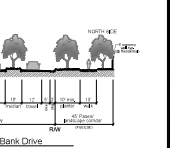
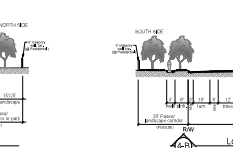
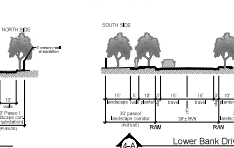
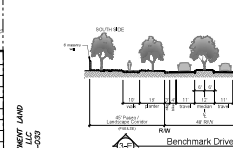
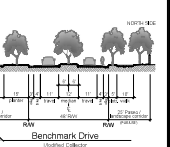
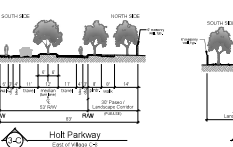
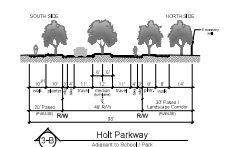
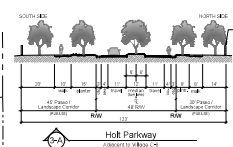
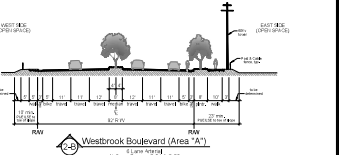
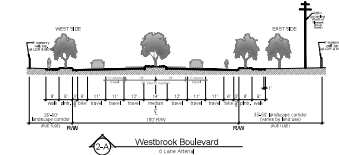
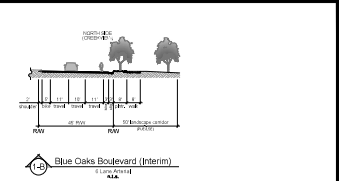
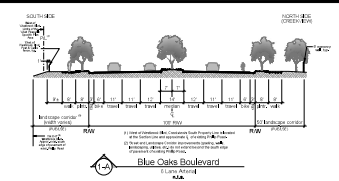
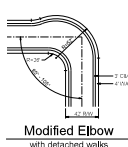
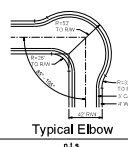
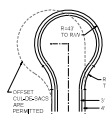
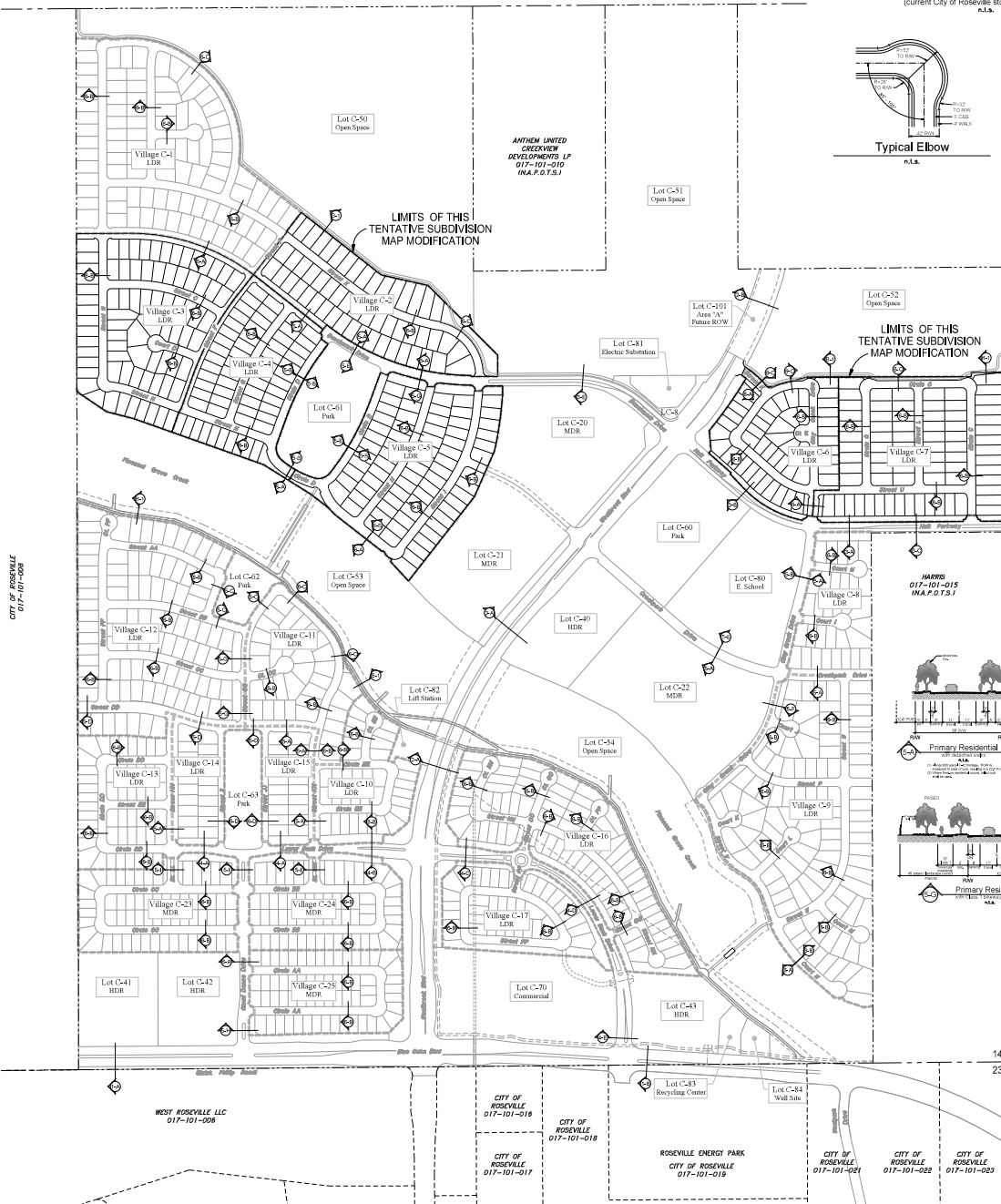
CREEKVIEW

MACKEY & SOMPS
ENGINEERS PLANNERS SURVEYORS

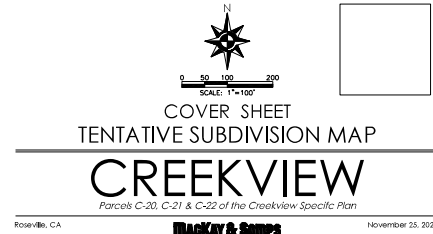
April 30, 2021

CITY OF ROSEVILLE
017-101-009

ANDREWS
017-002-017



STREET SECTIONS
MODIFIED SMALL LOT
TENTATIVE SUBDIVISION MAP
CREEK VIEW
Scale: 1"=200'
April 30, 2021
Sheet 2 of 2



RESOLUTION NO. 21-371

AMENDING THE GENERAL PLAN TO CHANGE THE LAND USE DESIGNATIONS ON
CERTAIN REAL PROPERTY IN THE CITY OF ROSEVILLE

WHEREAS, a proposal has been submitted to amend the General Plan 2035 – Land Use Map of the City of Roseville for that portion of certain real property within the City of Roseville known as Creekview Specific Plan as follows: Low Density Residential (LDR) from 182.81 acres to 182.87 acres; Medium Density Residential (MDR) from 51.20 acres to 51.51 acres; Open Space (OS) from 136.90 acres to 136.70 acres; Parks and Recreation (PR) from 16.27 acres to 15.68 acres; Public/Quasi-Public (P/QP) from 9.65 acres to 10.25 acres; and Right of Way (ROW) from 37.67 acres to 37.49 acres, as shown in Exhibit B, attached and incorporated herein by reference; and

WHEREAS, on July 22, 2021, the Planning Commission held a public hearing on the proposed amendments to the General Plan and unanimously recommended that the City Council approve the proposed General Plan Amendment; and

WHEREAS, on August 18, 2021, the City Council held a public hearing at which time the proposed amendments were considered; and

WHEREAS, on August 18, 2021, the City Council considered the 2nd Addendum to the Creekview Specific Plan Environmental Impact Report (EIR) (SCH #02008032017, certified September 19, 2012); and

WHEREAS, the Council of the City of Roseville desires to approve said amendments to the Roseville General Plan as conducive to public interest, health, safety and welfare, and consistent with the land use practices of the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville that the amendment changing the Land Use Map is hereby adopted as set forth in the attached Exhibit B.

BE IT FURTHER RESOLVED, that the Development Services Director is hereby directed to retain said General Plan Amendments on permanent public display in the Development Services Department of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day
of _____, 20__, by the following vote on roll call:

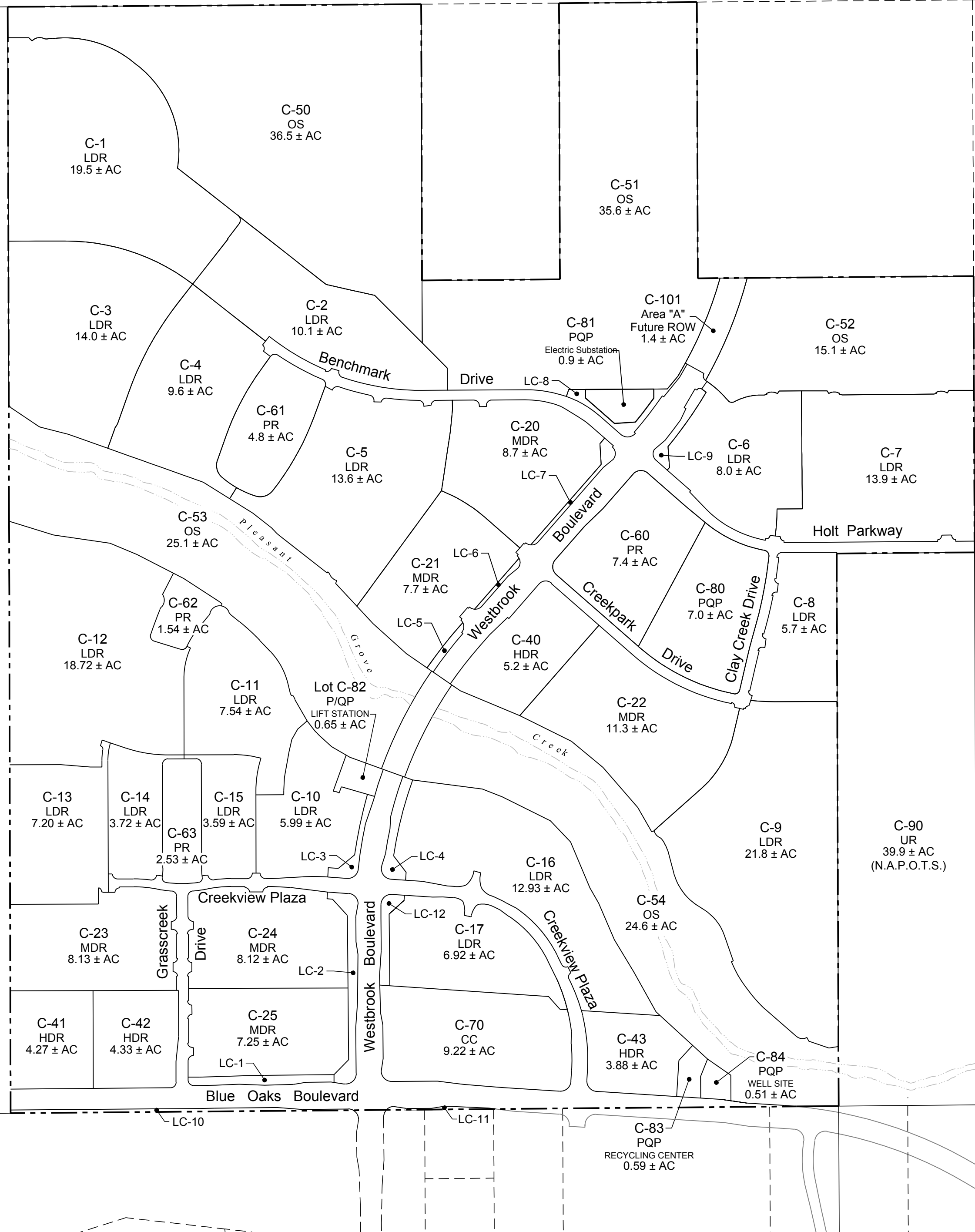
AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

City Clerk



Existing Land Use by Parcel				
PARCEL	LAND USE	ACRES	UNITS	DENSITY
C-1	LDR (Low Density Residential)	19.50 ac	94 du	4.8 du/ac
C-2	LDR (Low Density Residential)	10.10 ac	52 du	5.1 du/ac
C-3	LDR (Low Density Residential)	14.00 ac	67 du	4.8 du/ac
C-4	LDR (Low Density Residential)	9.60 ac	51 du	5.3 du/ac
C-5	LDR (Low Density Residential)	13.60 ac	74 du	5.4 du/ac
C-6	LDR (Low Density Residential)	8.00 ac	48 du	6.0 du/ac
C-7	LDR (Low Density Residential)	13.90 ac	74 du	5.3 du/ac
C-20	MDR (Medium Density Residential)	8.70 ac	79 du	9.1 du/ac
C-21	MDR (Medium Density Residential)	7.70 ac	95 du	12.3 du/ac
C-52	OS (Open Space)	15.10 ac		
C-60	PR (Park)	7.40 ac		
C-61	PR (Park)	4.80 ac		
C-80	POP (Elementary School)	7.00 ac		
ROW/LC	ROW (Right of Way/Landscape Cor)	16.14 ac		
TOTAL		155.54 ac	634 du	



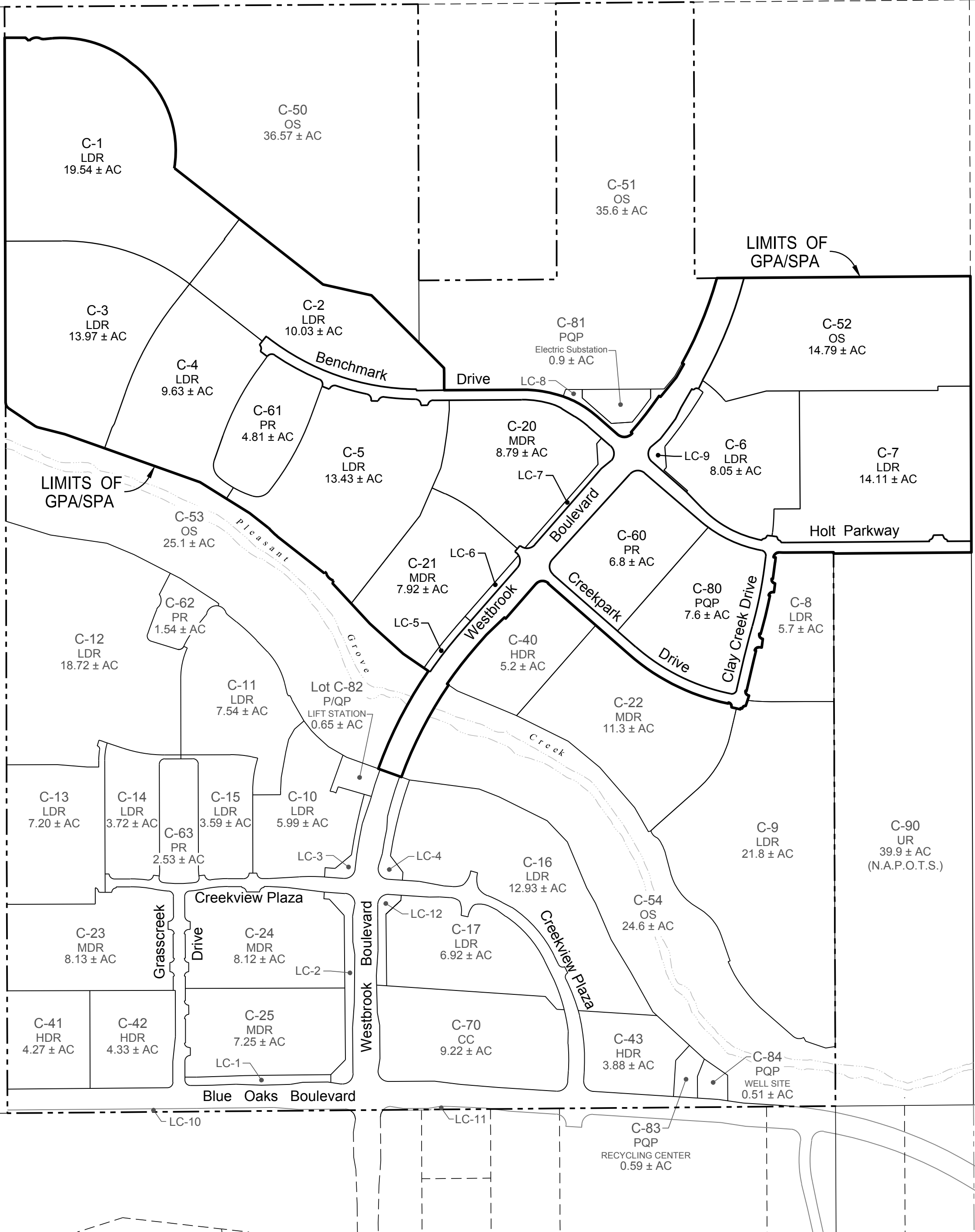
GENERAL PLAN AMENDMENT &
SPECIFIC PLAN AMENDMENT EXHIBIT

CREEK VIEW

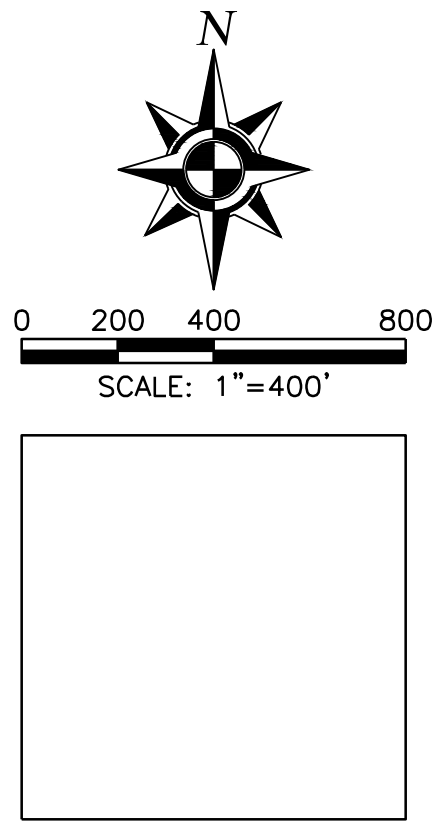
Scale: 1"= 400'

MACKAY & SOMPERS
ENGINEERS PLANNERS SURVEYORS

July 15, 2021



Proposed Land Use by Parcel				
PARCEL	LAND USE	ACRES	UNITS	DENSITY
C-1	LDR (Low Density Residential)	19.54 ac	100 du	5.1 du/ac
C-2	LDR (Low Density Residential)	10.03 ac	52 du	5.2 du/ac
C-3	LDR (Low Density Residential)	13.97 ac	78 du	5.6 du/ac
C-4	LDR (Low Density Residential)	9.63 ac	61 du	6.3 du/ac
C-5	LDR (Low Density Residential)	13.43 ac	74 du	5.5 du/ac
C-6	LDR (Low Density Residential)	8.05 ac	48 du	6.0 du/ac
C-7	LDR (Low Density Residential)	14.11 ac	74 du	5.3 du/ac
C-20	MDR (Medium Density Residential)	8.79 ac	77 du	8.8 du/ac
C-21	OS (Open Space)	7.92 ac	77 du	9.7 du/ac
C-60	PR (Park)	6.80 ac		
C-61	PR (Park)	4.81 ac		
C-80	POP (Elementary School)	7.60 ac		
ROW/LC	ROW (Right of Way/Landscape Cor)	16.07 ac		
TOTAL		155.54 ac	641 du	



RESOLUTION NO. 21-372

AMENDING THE CREEKVIEW SPECIFIC PLAN

WHEREAS, a proposal has been submitted to amend the land use designations in the Creekview Specific Plan as follows: Low Density Residential (LDR) from 182.81 acres to 182.87 acres; Medium Density Residential (MDR) from 51.20 acres to 51.51 acres; Open Space (OS) from 136.90 acres to 136.70 acres; Parks and Recreation (PR) from 16.27 acres to 15.68 acres; Public/Quasi-Public (P/QP) from 9.65 acres to 10.25 acres; and Right of Way (ROW) from 37.67 acres to 37.49 acres, as shown in Exhibit C, attached and incorporated herein by reference; and

WHEREAS, the proposed land use amendment requires a Specific Plan Amendment to change the text and land use map within the Creekview Specific Plan, as shown in Exhibit D, attached and incorporated herein by reference; and

WHEREAS, on July 22, 2021, the Planning Commission held a public hearing on the proposed amendments to the Creekview Specific Plan and unanimously recommended that the City Council approve the proposed Specific Plan Amendment; and

WHEREAS, the Specific Plan Amendment as proposed and revised is consistent with the adopted City of Roseville General Plan; and

WHEREAS, on August 18, 2021, the City Council held a public hearing at which time the proposed amendments were considered; and

WHEREAS, on August 18, 2021, the City Council considered the 2nd Addendum to the Creekview Specific Plan Environmental Impact Report (EIR) (SCH #02008032017, certified September 19, 2012); and

WHEREAS, the Council of the City of Roseville has reviewed the findings of the Planning Commission recommending approval of the Specific Plan Amendment, and makes the following findings:

The Specific Plan Amendment is consistent with the objectives, policies, general land uses and programs specified in the City of Roseville General Plan and the Creekview Specific Plan;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville that the proposed changes to the Creekview Specific Plan are adopted as set forth in the attached Exhibits C and D.

PASSED AND ADOPTED by the Council of the City of Roseville this _____ day of _____, 20____, by the following vote on roll call:

AYES COUNCILMEMBERS:

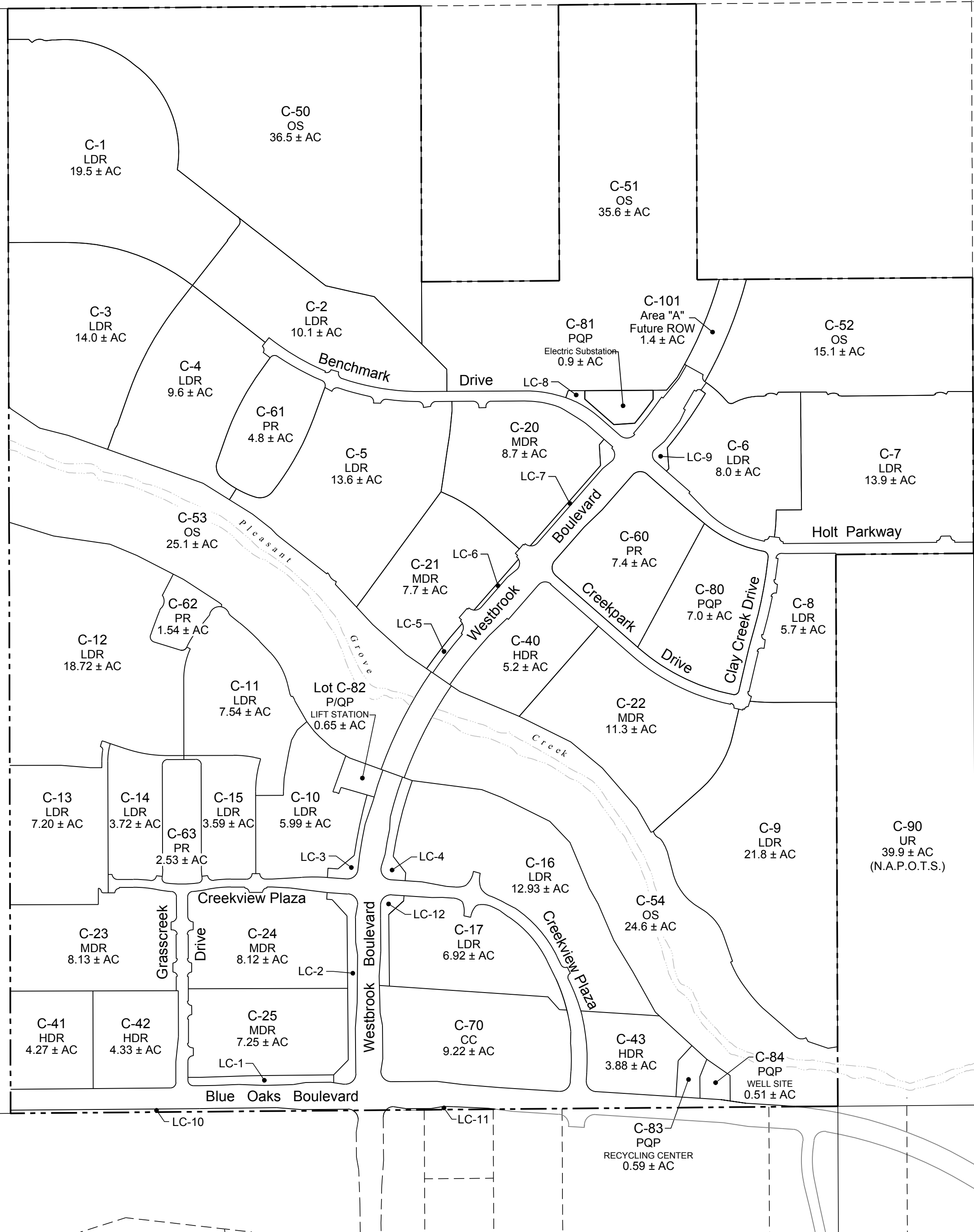
NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



Existing Land Use by Parcel				
PARCEL	LAND USE	ACRES	UNITS	DENSITY
C-1	LDR (Low Density Residential)	19.50 ac	94 du	4.8 du/ac
C-2	LDR (Low Density Residential)	10.10 ac	52 du	5.1 du/ac
C-3	LDR (Low Density Residential)	14.00 ac	67 du	4.8 du/ac
C-4	LDR (Low Density Residential)	9.60 ac	51 du	5.3 du/ac
C-5	LDR (Low Density Residential)	13.60 ac	74 du	5.4 du/ac
C-6	LDR (Low Density Residential)	8.00 ac	48 du	6.0 du/ac
C-7	LDR (Low Density Residential)	13.90 ac	74 du	5.3 du/ac
C-20	MDR (Medium Density Residential)	8.70 ac	79 du	9.1 du/ac
C-21	MDR (Medium Density Residential)	7.70 ac	95 du	12.3 du/ac
C-52	OS (Open Space)	15.10 ac		
C-60	PR (Park)	7.40 ac		
C-61	PR (Park)	4.80 ac		
C-80	POP (Elementary School)	7.00 ac		
ROW/LC	ROW (Right of Way/Landscape Cor)	16.14 ac		
TOTAL		155.54 ac	634 du	



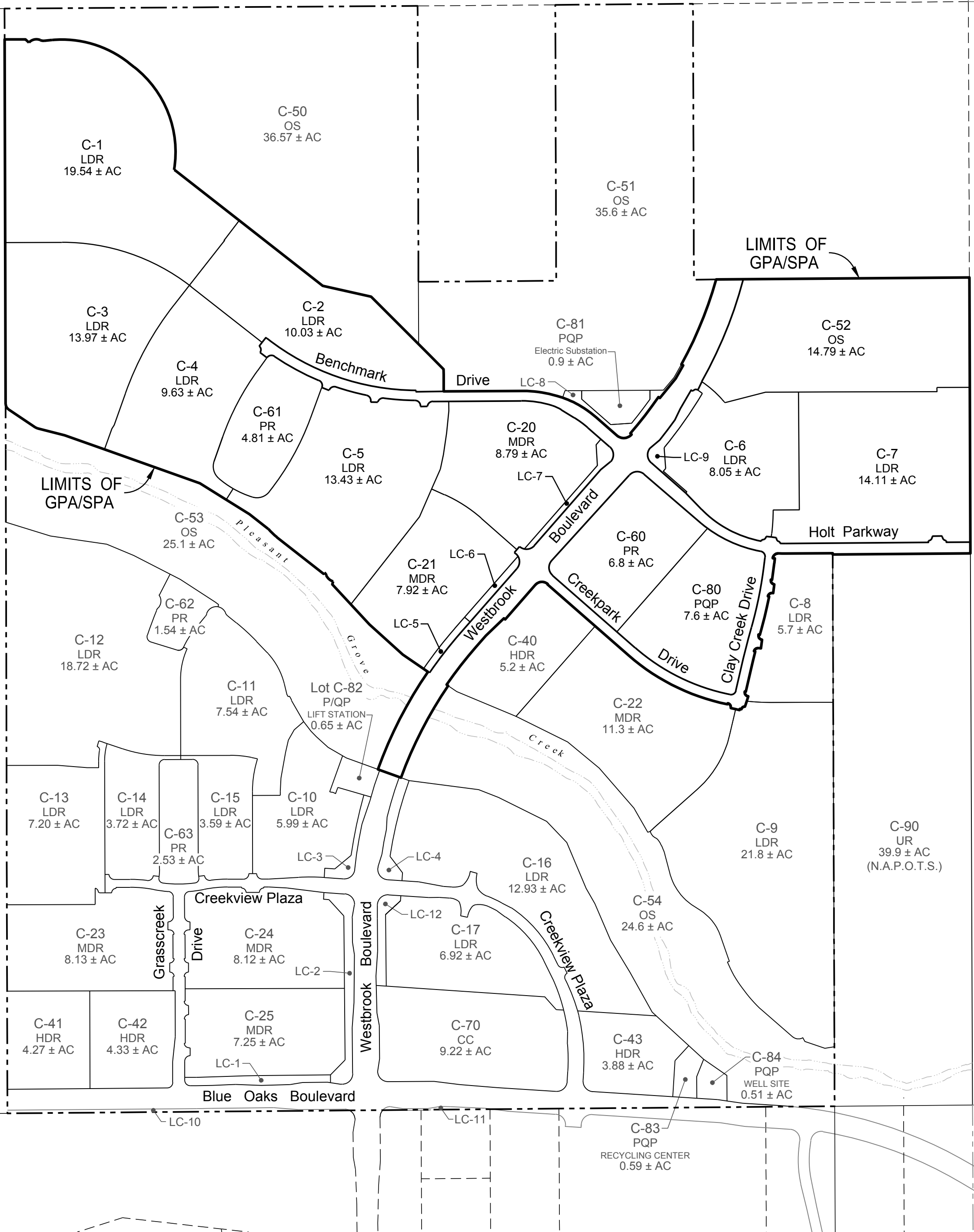
GENERAL PLAN AMENDMENT &
SPECIFIC PLAN AMENDMENT EXHIBIT

CREEK VIEW

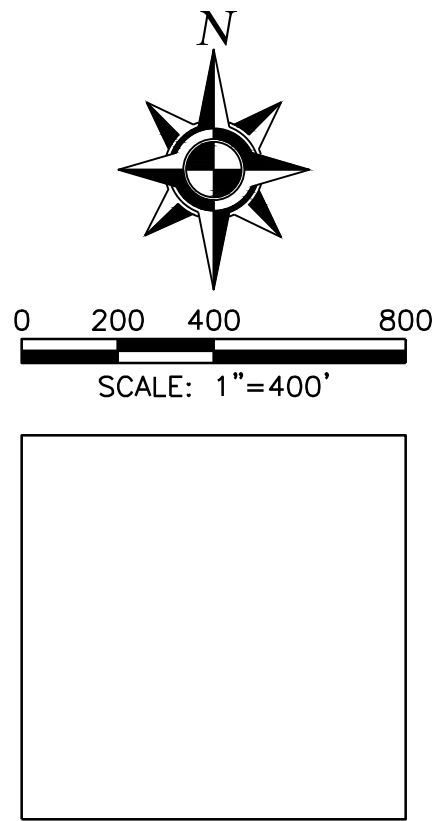
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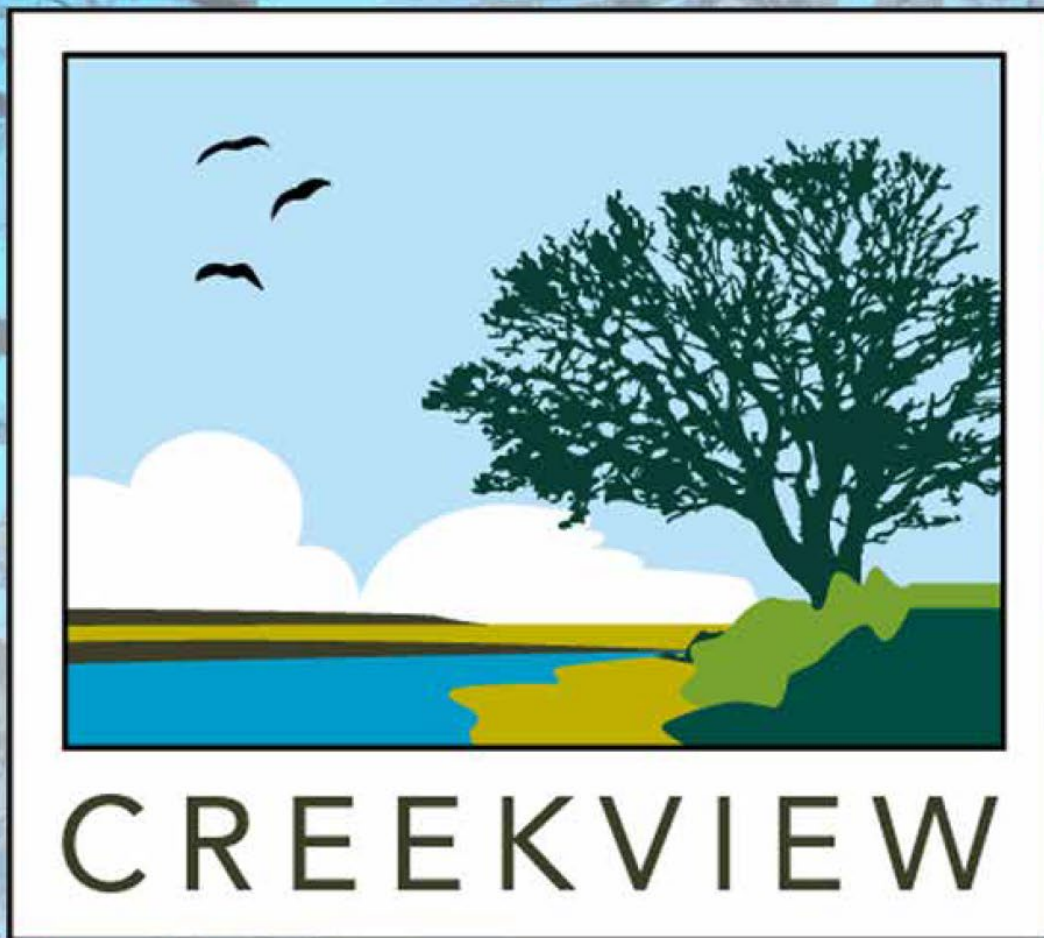
MACKAY & SOMPERS
ENGINEERS PLANNERS SURVEYORS

July 15, 2021



Proposed Land Use by Parcel				
PARCEL	LAND USE	ACRES	UNITS	DENSITY
C-1	LDR (Low Density Residential)	19.54 ac	100 du	5.1 du/ac
C-2	LDR (Low Density Residential)	10.03 ac	52 du	5.2 du/ac
C-3	LDR (Low Density Residential)	13.97 ac	78 du	5.6 du/ac
C-4	LDR (Low Density Residential)	9.63 ac	61 du	6.3 du/ac
C-5	LDR (Low Density Residential)	13.43 ac	74 du	5.5 du/ac
C-6	LDR (Low Density Residential)	8.05 ac	48 du	6.0 du/ac
C-7	LDR (Low Density Residential)	14.11 ac	74 du	5.3 du/ac
C-20	MDR (Medium Density Residential)	8.79 ac	77 du	8.8 du/ac
C-21	OS (Open Space)	7.92 ac	77 du	9.7 du/ac
C-60	PR (Park)	6.80 ac		
C-61	PR (Park)	4.81 ac		
C-80	POP (Elementary School)	7.60 ac		
ROW/LC	ROW (Right of Way/Landscape Cor)	16.07 ac		
TOTAL		155.54 ac	641 du	





Specific Plan



CREEKVIEW

Specific Plan

Approved September 19, 2012 (Resolution # 12-320)

Amended March 16, 2016 (Resolution # 16-79)

Amended October 23, 2019 (Resolution # 19-451)

Amended August 18, 2021 (Resolution # ____)



311 Vernon Street
Roseville, CA 95678
www.roseville.ca.us/planning



Section 1

Introduction

The
Creekview
Specific Plan

(CSP) establishes a comprehensive land use and regulatory framework to guide development of an approximately 501.3-acre site located north and west of the West Roseville Specific Plan, north of the future extension of Blue Oaks Boulevard, in the northwest corner of the City of Roseville. The Specific Plan is within the City's Sphere of Influence and is recognized as a logical growth extension for the City.

1.1 Project Objectives

The ultimate development pattern and urban framework for the CSP are guided by the following objectives:

- ❑ **Complete Comprehensive Planning for the CSP Area:**
Formulate a specific plan and related land use planning

documents and regulatory approvals for the CSP as a means of expanding the City in an orderly manner, accommodates Roseville's share of future regional population growth, is compatible with surrounding land uses, complements the pattern and intensity of existing development in the City, and provides new benefits to the City.

- ❑ **Mix of Land Uses:** Create a comprehensively planned, residential-based community with a mix of land uses within the CSP to create a balanced community with approximately 2,000 residential units, commercial and business professional uses, parks and open space and supporting public/quasi-public uses.

- ❑ **Existing Policies:** Satisfy the City policies, regulations and expectations as defined in the General Plan, City/Placer County Memorandum of Understanding (MOU), City/U.S. Fish and Wildlife Service (USFWS) MOU, Growth Management Visioning Committee recommendations, Council Edge Policy, Zoning Ordinance, Improvement Standards, and other applicable plans, documents, and programs adopted by the City.
- ❑ **Blueprint Consistency:** Provide for development which meets the City's nine identified Blueprint implementation strategies to achieve the Blueprint Principles adopted by the City Council in June 2005. Achieve project design characteristics reflective of the general policy direction embodied in the City's adopted General Plan and Blueprint Implementation Strategies, including connectivity among neighborhoods, commercial uses, and schools and parks.
- ❑ **Housing Opportunities:** Plan for approximately 2,000 residential units to provide housing choices in varying densities to respond to a range of market segments, including opportunities for rental units and affordable housing consistent with the City's General Plan.
- ❑ **Regional Housing Needs Allocation:** Aid the City in meeting its obligation to accommodate a percentage of future population growth in the region (as embodied in the Regional Housing Needs Allocation [RHNA] identified by the Sacramento Council of Governments [SACOG] and the California Department of Housing and Community Development [HCD]) by increasing the residential holding capacity in an area identified as appropriate for such development in the City/County MOU, the SACOG Blueprint Project Preferred Alternative (December 2005), and the Creekview Specific Plan Feasibility Analysis (2007).
- ❑ **Community Form:** Shape the physical form and character of development that is functional and creates a sense of place in order to:
 - Create a land use transition and connection from the existing City of Roseville westerly to the Johnson Wildlife Area.
 - Organize neighborhoods to be identifiable and walkable, and to incorporate gathering places such as commercial areas, parks, and schools; and
 - Provide adequate school services to students generated in the CSP area.

- ❑ **Area Roadways:** Provide a safe and efficient circulation system that interconnects uses and promotes pedestrian circulation and alternate transportation options. Create a circulation network which complements north/south and east/west circulation routes.
- ❑ **Pedestrian and Bicycle Connections:** Provide connections via a system of open space, creek crossings, paseos, and Class IA bikeways. Develop a system of Class I and II bikeway facilities to provide an alternative transportation mode and connect with planned City bikeway facilities on adjacent lands.
- ❑ **Public Transportation Options:** Through implementation of City arterial and collector street improvement standards, provide the opportunity to install fixed-route bus stops and transit facilities in support of the City's overall transit planning efforts.
- ❑ **Resource Avoidance:** Design a land use plan where the development footprint avoids impacts to wetland resources to the extent feasible. In consultation with resource agencies, develop a plan that avoids and preserves the highest quality wetland resources on-site.
- ❑ **Resource Management:** Append the CSP to the City's Open Space Preserve Overarching Management Plan to ensure open space preserve areas are managed consistent with the City's strategy.
- ❑ **Contribute to Regional Preserve Planning:** Create open space preserves that provide regional benefit for habitat, resources and open space amenities.
- ❑ **Habitat Conservation & Creation:** Balance development with resource protection, including preservation of the creek corridors, sensitive habitat and wetland resources in an inter-connected, permanent open space. Create multi-functional habitat within the open space corridors which provide on-site habitat and contribute to water quality. Develop the CSP and associated on- and off-site mitigation to complement the Placer County Conservation Plan (PCCP).
- ❑ **Pleasant Grove Creek Enhancement:** Design improvements to the Pleasant Grove Creek corridor to minimize potential for flood damage by providing for the safe movement of floodwaters through the City and preserve, protect and enhance the natural habitat, open space and recreational values found along the City's floodplain and creek environments.
- ❑ **Fiscal Contribution:** Include a mix of land uses and facilities which are fiscally feasible and implement funding mechanisms to maintain a neutral/positive fiscal impact to the City's General Fund.

- ❑ **Long Term Growth:** Plan for long-term growth to be positioned to react to market demand. The CSP is intended to guide development over a 20-year horizon.
- ❑ **Roseville Energy Park:** Orient land uses in the CSP to be compatible with the Roseville Energy Park facilities and other intensive public uses located adjacent to the Roseville Energy Park.
- ❑ **Program-Level Objectives for Urban Reserve Parcel:** The objective for the Urban Reserve (Harris) parcel is to provide a platform for orderly and systematic future development consistent with General Plan policies, Guiding Principles and the natural features of the land. The property is a logical location for future growth as identified in the City of Roseville and Placer County MOU. The program-level analysis in the EIR will provide a basis for the City to carry out a comprehensive planning process to ensure the area ultimately develops to City of Roseville standards. In addition, the inclusion of the Urban Reserve parcel in the CSP will allow the City to adequately plan for and size future infrastructure appropriately. No additional or specific project objectives have been identified for the parcel because there are no specific development plans or proposals for the parcel at this time.

1.2 Specific Plan Tool

A specific plan is a planning and regulatory tool intended to implement a city or county general plan through the development of policies, programs, and regulations which provide an intermediate level of detail between the general plan and individual development projects. The CSP is the primary land use, policy, and regulatory document used to guide the overall development of the site. The CSP establishes a development framework for land use, circulation, utilities and services, resource protection, and implementation. The intent is to promote the systematic and orderly development of the site, consistent with the overarching vision for the community. All subsequent development projects and related activities are required to be consistent with the CSP.

The authority to prepare and adopt specific plans and the requirements for content are set forth in Sections 65450 through 65457 of the California Government Code (Planning and Zoning Law). As a mechanism for the implementation of the goals and policies of the City General Plan, State law stipulates specific plans can only be adopted or amended if they are consistent with the jurisdiction's adopted General Plan. This specific plan is consistent with the policies of the City of Roseville 2025 General Plan, as well as other applicable State and local regulations.

1.3 Specific Plan Organization

The Creekview Specific Plan document is organized into the following chapters:

Chapter 1 Introduction. Summarizes the purpose, organization, authority, and objectives of the specific plan and related documents.

Chapter 2 Context. Describes the site location and setting, and identifies the features and policy objectives which influence the design and location of land uses and project features.

Chapter 3 Vision and Principles. Identifies overarching vision, organizing principles, and community form elements which shape the CSP.

Chapter 4 Land Use Plan. Identifies the land use plan and corresponding land use designations.

Chapter 5 Affordable Housing Plan. Outlines an affordable housing program, identifying the location and distribution of affordable units.

Chapter 6 Circulation Plan. Describes the circulation system for movement of vehicles, pedestrians, bicyclists, and transit.

Chapter 7 Public Services Plan. Identifies public services including parks open space, schools, library, police and fire services.

Chapter 8 Utilities Plan. Describes water, wastewater, recycled water, storm drainage, electric, natural gas, and solid waste services.

Chapter 9 Resource Management. Describes existing resources and approach to protect biological, open space, and cultural resources.

Chapter 10 Implementation. Describes various specific plan-related documents, the phasing plan, financing of public improvements, subsequent approval actions, amendment procedures, and unit and square footage transfers.

Appendix A Development Standards. Describes applicable zoning and development standards for the CSP and identifies residential housing types which could be accommodated in the RS/DS zone.

Appendix B Design Guidelines. Describes design attributes for consistent streetscapes, entry features, walls, fencing, identification signage, and other common landscape elements and other site specific considerations.

1.4 Related Documents

Several documents work in tandem with this Specific Plan to provide policy guidance for implementation of the project. Existing documents including the City's General Plan, Municipal Code, Community Design Guidelines, Design and Construction Standards, Storm Water Design Manual, Open Space Preserve Overarching Management Plan, and various City master plans (i.e., parks, utilities, bikeways, open space preserves, etc.), have been previously adopted by the City and are actively used to plan for, and implement, development projects. In addition, concurrent with adoption of the CSP, General Plan amendments, development agreement, large lot subdivision map, and an environmental impact report, including a mitigation monitoring and reporting plan, were approved, each providing guidance for the ultimate buildout of the CSP.

The application and deviation from these documents and master plans are further discussed in Chapter 10, Implementation.



Section 2 Context

The Creekview Specific Plan

(CSP) is located in southwestern Placer County. The CSP is bounded by the planned extension of Blue Oaks Boulevard (along the Phillip Road alignment) within the West Roseville Specific Plan (WRSP) on the south, the Fiddymont Ranch portion of the WRSP to the east, the Amoruso Ranch Specific Plan to the north, and the City of Roseville's Al Johnson Wildlife Area property to the west. The Roseville Energy Park and the WRSP are located south of the CSP, south of the future Blue Oaks Boulevard alignment. The City of Roseville is located on the Interstate-80 corridor and the CSP is located approximately in the northwest portion of the City, as shown on Figure 2-1, Regional Context and

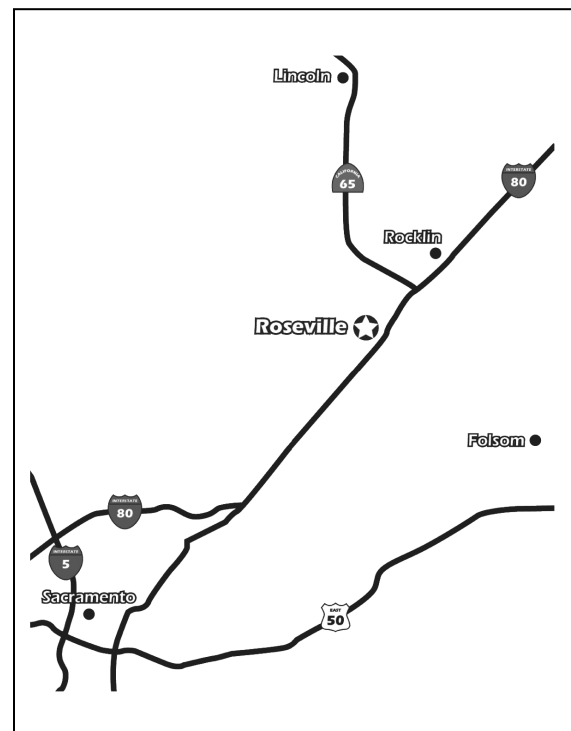


Figure 2-1: Regional Context

Figure 2-2: Plan Area Location

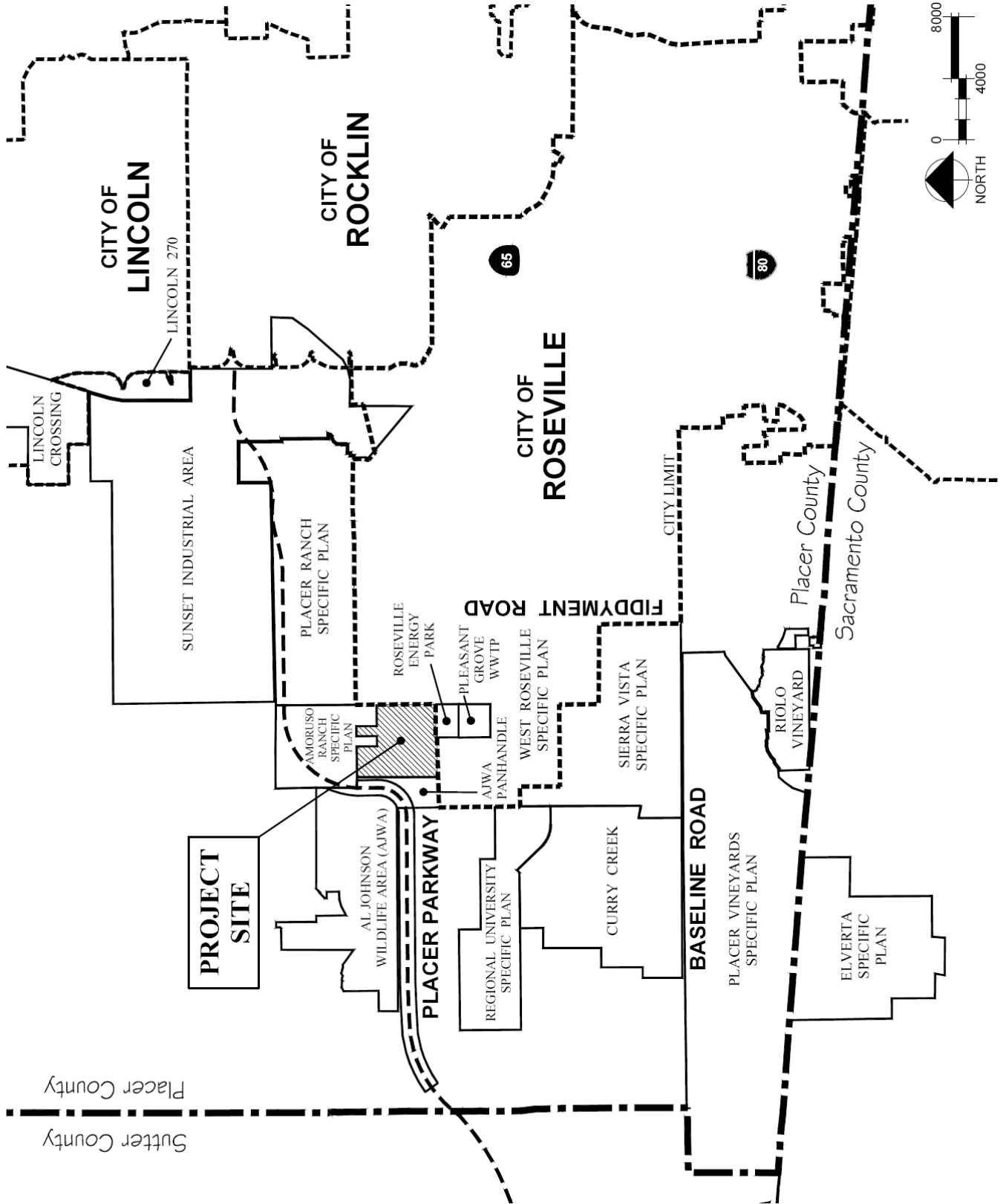


Figure 2-2, Plan Area Location. At the time of specific plan approval, the CSP site was within unincorporated Placer County and within the City of Roseville's sphere of influence.

2.1 Project Setting

A. Regional Setting

During the 1990's and through the mid-2000's, the six-county region including the City of Roseville experienced significant growth. While the pace of new development slowed after 2005, according to the Sacramento Area Council of Governments (SACOG), the region is expected to add over 1-million jobs and 800,000 residential units by the year 2050. A majority of the growth is expected to occur adjacent to existing urbanization, a large portion of which is projected for the cities of Elk Grove, Folsom, Sacramento, and Roseville. As the region grows, there will continue to be strong demand for residential development in the Roseville area, particularly as the City continues its role as a major employment center in the region.

Figure 2-2 shows the location of several other master planned developments in proximity to the CSP. Each development proposal incorporates a mix of land uses, such as residential, commercial, office, park, school, university, and public/quasi-public uses. These include:

- ❑ **Placer Vineyards Specific Plan**, a 5,230-acre project located immediately southwest of Roseville, south of Baseline Road. This project was approved by the Placer County Board of Supervisors in July 2007.
- ❑ **Regional University Specific Plan**, a 1,157-acre project located southwest of CSP, along the planned extension of Watt Avenue/ Santucci Boulevard. This project was approved by the Placer County Board of Supervisors in December 2008.
- ❑ **Sierra Vista Specific Plan (SVSP)**, a 2,064-acre project located south of the WRSP, north of Baseline Road and west of Fiddymont Road. The project includes 6,650 units and 215.9 acres of commercial and office uses. The SVSP was approved by the City of Roseville in May 2010.
- ❑ **Placer Ranch Specific Plan**, a 2,213-acre project located north east of the CSP, adjacent to the Roseville City limits and the WRSP area. It will include a new California State University campus and a mix of residential, office and commercial uses.
- ❑ **Amoruso Ranch Specific Plan (ARSP)**, an approximately 695-acre land area located immediately north of the CSP area and west of the proposed Placer Ranch Specific Plan area is a mixed-use project that includes 2,827 residential units and approximately

51 acres of commercial uses. The ARSP was approved by the City of Roseville in 2016 and subsequently annexed in 2018.

Another future project, not yet planned, but included as geographic areas of interest for development include:

- ❑ **Curry Creek Community Plan**, an approximately 4,189-acre land area located in unincorporated Placer County to the west of the SVSP.

In addition to the planned development projects noted above, the WRSP is located west and south of the CSP. The WRSP is a 3,100-acre project with 8,633 units which was approved and annexed by the City of Roseville in 2004 and began construction in 2005. It is partially constructed.

B. Site Conditions and Uses

At the time of CSP approval, the site was primarily undeveloped. The area south of the creek is characterized by flat and open annual grassland areas and north of the creek are grasslands on gently-rolling topography. Pleasant Grove Creek and associated riparian corridor and oak woodland traverse the site diagonally in a northwesterly direction. A tributary of Pleasant Grove Creek, University Creek, is located in the northern portion of the site. Seasonal wetlands, including vernal pools and seasonal drainages are dispersed with a concentration in the northern section of the site.

Trees are concentrated along the Pleasant Grove Creek corridor and scattered in the northern portion of the site near University Creek. Riparian vegetation surrounds Pleasant Grove Creek and native oaks are present along Pleasant Grove and its tributaries. Previous on-site uses consisted of limited agricultural enterprises such as grazing and dry farming. Two residences and out structures associated with past agricultural activities exist on the site, generally in the central portion of the site, accessible from Phillip Road. Two small bridge structures crossing Pleasant Grove Creek are located in the southeast portion of the site. Grass fires have impacted vegetation and structures.

2.2 Factors Influencing the Specific Plan

The CSP development plan was influenced by several factors, which are reflected in the organization and mix of land uses and location of roadways on the land use plan. Some of these factors were physical, with the development plan influenced by existing natural features which create various site constraints or site opportunities. Other factors influencing the Specific Plan were reflective of City policies (General Plan, Blueprint implementation strategies, etc.), and the City and developer's individual objectives. The following subsections summarize the key factors, opportunities, constraints, and regulatory context in which the development plan for CSP was created.

A. Site Opportunities and Constraints

The site's location, natural and man-made features, and proximity to newly urbanizing areas provide significant opportunities for the form and organization of land uses and roadways within the CSP.

- ❑ **Pleasant Grove Creek.** Pleasant Grove Creek transects the property diagonally, through the center of the CSP. The creek corridor is an opportunity to create a linear open space amenity to function as a natural feature and connection through the CSP. The creek corridor provides scenic vistas from adjacent land uses and a sense of openness to adjacent neighborhoods. As a linear feature, the creek corridor is ideal for passive recreation including a pedestrian and bicycle path to connect to the City's existing path system in the WRSP and ultimately to the Al Johnson Wildlife Area, west of the CSP.

Historic farming practices have created a man-made constriction of the creek, immediately downstream of the CSP. The constriction creates a bottleneck in the conveyance of floodwaters that creates a floodplain condition. This setting is an opportunity to reclaim the historic floodplain of Pleasant Grove Creek by constructing a bypass channel immediately adjacent to the creek channel. The bypass channel would improve

stormwater conveyance, provide opportunities for stormwater treatment and enhance existing riparian vegetation within the creek corridor.

- ❑ **Natural Resources.** A variety of wetland types are located on the CSP including vernal pool complexes, drainage swales and stream corridors. The greatest concentration of resources and the highest quality resources are in the northern portion of the site. These features constrain development of some land uses and provide opportunities for other uses – such as open space. Wetland features in the northern portion of the site have been avoided and preserved within the Northern Preserve and create an open space buffer transition along the northern edge of the CSP. The Northern Preserve offers open space amenities, passive recreation and a pedestrian/bike trail. The limits of the Northern Preserve and the northern alignment of Westbrook Boulevard were identified in consultation with state and federal resource agencies.
- ❑ **Al Johnson Wildlife Area.** The City of Roseville's 1,700-acre Al Johnson Wildlife Area (AJWA) property is located immediately west of the CSP. The AJWA property is undeveloped and planned for a regional flood control project as well as compatible recreation and environmental restoration features. The CSP was

designed to relate to planned uses in the AJWA. The CSP includes construction of stormwater conveyance and treatment facilities within the Pleasant Grove Creek corridor which will extend west to AJWA and further the City's overall flood control and restoration goals. Multi-use paths within CSP are located along the creek corridor and streets connect to future path systems in the AJWA. The CSP is the link between existing uses within the City and amenities planned at AJWA. The AJWA will also provide open space along the western edge of the CSP.

❑ **Blue Oaks Boulevard and Westbrook Boulevard Corridors.**

In planning for anticipated growth in western Placer County through the year 2050, Blue Oaks Boulevard and Westbrook Boulevard are components of the area circulation network. Blue Oaks Boulevard is an east/west travel corridor extending from Highway 65, west through Roseville and will ultimately link to future Placer Parkway, west of the CSP. Westbrook Boulevard is a north/south travel corridor extending from Baseline Road, north through the Sierra Vista and West Roseville Specific Plans and through the CSP. The CSP incorporates segments of these corridors and provides land uses and densities compatible with roadways of this scale. The CSP orients higher density and non-residential uses along these

roadways, with an emphasis of high-density residential uses and the commercial/employment node at the intersection of Blue Oaks and Westbrook Boulevards.

❑ **Roadways.** The placement, alignment, and design of roadways within the CSP were influenced by pre-existing conditions. Roadway connections to the CSP respond to existing and planned roadways adjacent to the site, which include Blue Oaks Boulevard, Westbrook Boulevard, Westpark Drive, and Holt Parkway. CSP's major roadways are planned as one component of an overall regional traffic planning solution for western Placer County, enabling future regional connections (i.e. to proposed Placer Parkway) and north/south and east/west links to complete the City's circulation network.

❑ **Adjacent Neighborhoods.** The WRSP area is located on the eastern edge and a portion of the southern edge of the CSP. The eastern edge of the CSP is adjacent to neighborhoods planned within the Fiddymment Ranch portion of the WRSP. Land uses, residential densities and the circulation pattern along the eastern edge of the CSP were influenced by the land use pattern of planned neighborhoods in Fiddymment Ranch. The southern boundary of the CSP is defined by the future extension of Blue Oaks Boulevard. The Westpark portion

of the WRSP and undeveloped properties owned by the City of Roseville are located in the area south of the future extension of Blue Oaks Boulevard.

- ❑ **Roseville Energy Park.** The Roseville Energy Park (REP) is located south of the CSP, south of the planned extension of Blue Oaks Boulevard. The REP is a 160-megawatt power generation facility operated by the City of Roseville. The REP typically provides between 40 and 60 percent of the City's current electricity needs, depending on alternative economic power market opportunities, and is an important part of the City's sustainable infrastructure. The CSP land use pattern was designed with consideration of land uses compatible with the REP. Non-residential land uses (commercial, office, public/quasi-public, open space) are located along Blue Oaks Boulevard to minimize potential incompatibilities.

B. Blueprint

The Sacramento Region Blueprint Transportation Land Use Study was a regional planning effort initiated by the Sacramento Area Council of Governments (SACOG) in 2002 which examined how transportation and land use planning could be better linked to accommodate future growth. Through a two-year process, SACOG, in association with participating jurisdictions in the six-county region

(including Roseville), developed a number of land use scenarios, depicting how the region could accommodate an anticipated additional population of 1.7 million people and associated homes and jobs by the year 2050. The effort culminated in December 2004 when SACOG adopted a "Preferred Blueprint Scenario" for growth in the region's six counties. For Placer County, the preferred scenario anticipated a significant portion of future growth would occur in the western portion of the County's "greenfields," between Roseville's western limits and the eastern edge of Sutter County. SACOG's Preferred Blueprint Scenario included six key growth principles, which directly apply to newly-developing greenfield areas:

- ❑ **Transportation Choices:** To provide alternative modes of transportation to the automobile and create land use patterns to encourage people to walk, ride bicycles, ride public transit, and carpool.
- ❑ **Mixed-Use Developments:** To establish places where mixed-use development can occur in an effort to provide a variety of goods and services in proximity to residential uses, and further, to support alternative transportation modes such as walking and biking.
- ❑ **Compact Development:** To utilize land in a more efficient manner by creating environments that are more compactly built, thereby reducing reliance on the

automobile and encouraging walking, biking, and use of public transit.

- ❑ **Housing Choices:** To provide residents with opportunities for a mix of housing choices, which include apartments, condominiums, townhouses, and single-family detached homes on varying lot sizes, which collectively respond to multiple demographic, pricing, and market segments.
- ❑ **Natural Resource Conservation:** To conserve and preserve natural resource areas, including prominent vernal pool concentrations and drainages, through the designation of permanent open space.
- ❑ **Quality Design:** To foster attractive communities with a strong sense of place, to use land efficiently.

In support of this regional effort, in May 2005, the City of Roseville adopted a set of Implementation Strategies to guide both infill and greenfield development projects in Roseville. These strategies are intended to encourage several “smart growth” development principles which were outcomes of the Blueprint effort. The CSP incorporates elements of these smart growth principles in support of the City’s adopted Blueprint Implementation Strategies. Specifically, the plan offers higher density neighborhoods, fosters transportation choices with provisions for bikeways and commercial corridors in support of transit, and promotes

more compact development with a variety of housing choices for multiple market segments. These strategies are defined in greater detail throughout Chapter 3, Vision and Principles, and Chapter 4, Land Use.

C. General Plan Growth Management Policies

Guiding Principles

The City’s General Plan Growth Management Element includes several “Guiding Principles” to direct the City’s review of new development proposals located outside the City’s corporate boundaries. The intent of these principles is to ensure new development meets or exceeds the City’s existing policies, standards, and expectations, and does not unduly impact services to existing City residents. While some of the Guiding Principles address the City’s governmental services and long-term fiscal sustainability, other principles address matters that guide the physical form of the CSP land use plan. These include provisions to:

- ❑ Maintain the integrity of existing neighborhoods and create a sense of place in new neighborhoods.
- ❑ Aid in regional traffic solutions and in right of way preservation.
- ❑ Incorporate mechanisms to ensure new schools are available to serve the residents and shall not impact existing schools.
- ❑ Include a significant interconnected public open space

component/conservation plan in coordination with the City of Roseville/ U.S. Fish and Wildlife Service Memorandum of Understanding.

Western Edge

The City's General Plan Growth Management Element includes several policies intended to provide for a 'distinctive edge' and 'physical and visual transition area' between the City and County lands to the west. These policies state:

“Development proposed on the western edge of the City shall provide a distinctive open space transition to create a physical and visual buffer between the City and County to assure that the identity and uniqueness of the City and County will be maintained.”

“As new development is proposed in City's Sphere of Influence to the west of Fiddymont Road, require project proponents to provide a transitional area between City and County lands, through a system of interconnecting Open Space land areas.”

The CSP supports the City's Growth Management policies related to the Guiding Principles for new development and the creation of a distinctive western edge, which are represented in the final design and form of the new community. The CSP is bound on the west by the City's 1,700-acre AJWA property where the City is undertaking development of a regional stormwater retention project.

In addition, there are future opportunities for recreational uses compatible with the retention basin facility. A separate portion of the AJWA property is used as an environmental preserve. The AJWA property creates a natural, distinctive edge to the west side of the CSP.

D. Growth Management Visioning Committee

The Roseville City Council enacted the Growth Management Visioning Committee (GMVC) in August 2004 to develop a vision to guide the City's growth through the year 2025. The committee was formed partially in response to a growing number of large-scale development proposals being considered in unincorporated land areas adjacent to the City. The goal was to gain a high-level understanding of the potential impacts which planned growth could have on the City's character, quality of life, boundaries, and population. Through extensive public involvement and facilitated meetings, the GMVC developed a vision for Roseville's future. The vision was supported by several growth management policy concepts and action steps recommended to implement the vision. The GMVC's report and recommendations were approved by the City Council in 2005.

E. City/County Memorandum of Understanding

In 1997, the County of Placer and City of Roseville entered into an agreement regarding the future development of a 5,540-acre 'transition area' west of Fiddymment Road and north of Baseline Road, adjacent to Roseville's western city limits in Placer County. The CSP, south of Pleasant Grove Creek, is within the MOU Transition Area. In 2010, the agreement was refined to, among other things, include all of the CSP. This MOU is intended to promote interagency communication and to foster cooperative land use planning within the transition area. The MOU specifies the mutually-agreed-upon requirements for processing development applications within the transition area, and allows development applications to be processed either by the County or the City. Its terms include provisions for City/County consultation and review, application submittal, mitigation of project impacts, and minimum development standards. The CSP was processed in accordance with the City/County MOU.

F. Resource Agency Early Consultation

In August 2000, the City and the United States Fish & Wildlife Service (USFWS) entered into a Memorandum of Understanding (MOU) to prepare a Habitat Conservation Plan (HCP) or equivalent to minimize incidental take of vernal pool species from future City growth. Consistent with this

agreement, the City of Roseville, the CSP Landowners, the USFWS, the US Army Corps of Engineers, and the U.S. Environmental Protection Agency (EPA) conducted an extensive early consultation process. The group met on over fifteen occasions and conducted field trips to review on-site resources and off-site mitigation properties with the following objective: to reach basic agreement on a land use plan and mitigation strategy which could be permitted under Section 404 of the Clean Water Act utilizing a Section 7 Consultation process for Endangered Species Act compliance. Feedback received through this process influenced the land use plan and resulted in additional and expanded avoidance areas.



Section 3

Vision and Principles

The vision for the Creekview Specific Plan

(CSP) is to create a new community that meets or exceeds the City's development standards through amenities and services, and distinguishes itself through an efficient design and development pattern. The CSP is the smallest of the City's specific plans and is designed as a residential community.

The CSP is bound on the west by the City-owned 1,700-acre Al Johnson Wildlife Area (AJWA) property and on the east and south by the West Roseville Specific Plan (WRSP). In this position, the CSP completes the land use pattern and makes connections between existing development in the City and AJWA. These connections include the creation of urban land uses,

expansion of open space preserves, new circulation linkages, and extensions of the City's extensive pedestrian and bicycle network.

Building upon Roseville's established growth patterns, the CSP supports the City's implementation of smart growth principles rooted in SACOG's Regional Blueprint. In addition to advancing the City's efforts to meet its fair share obligation of the region's housing needs, the CSP demonstrates an emerging approach to development which results in a more efficient use of land, with higher densities and significant open space preservation.

The land use plan for CSP includes a diversity of housing types, compact design, a local-serving community commercial node with office and business professional uses, efficient

vehicular, pedestrian and bicycle circulation, resource conservation and proximate access to parks and open space.

3.1 Community Form

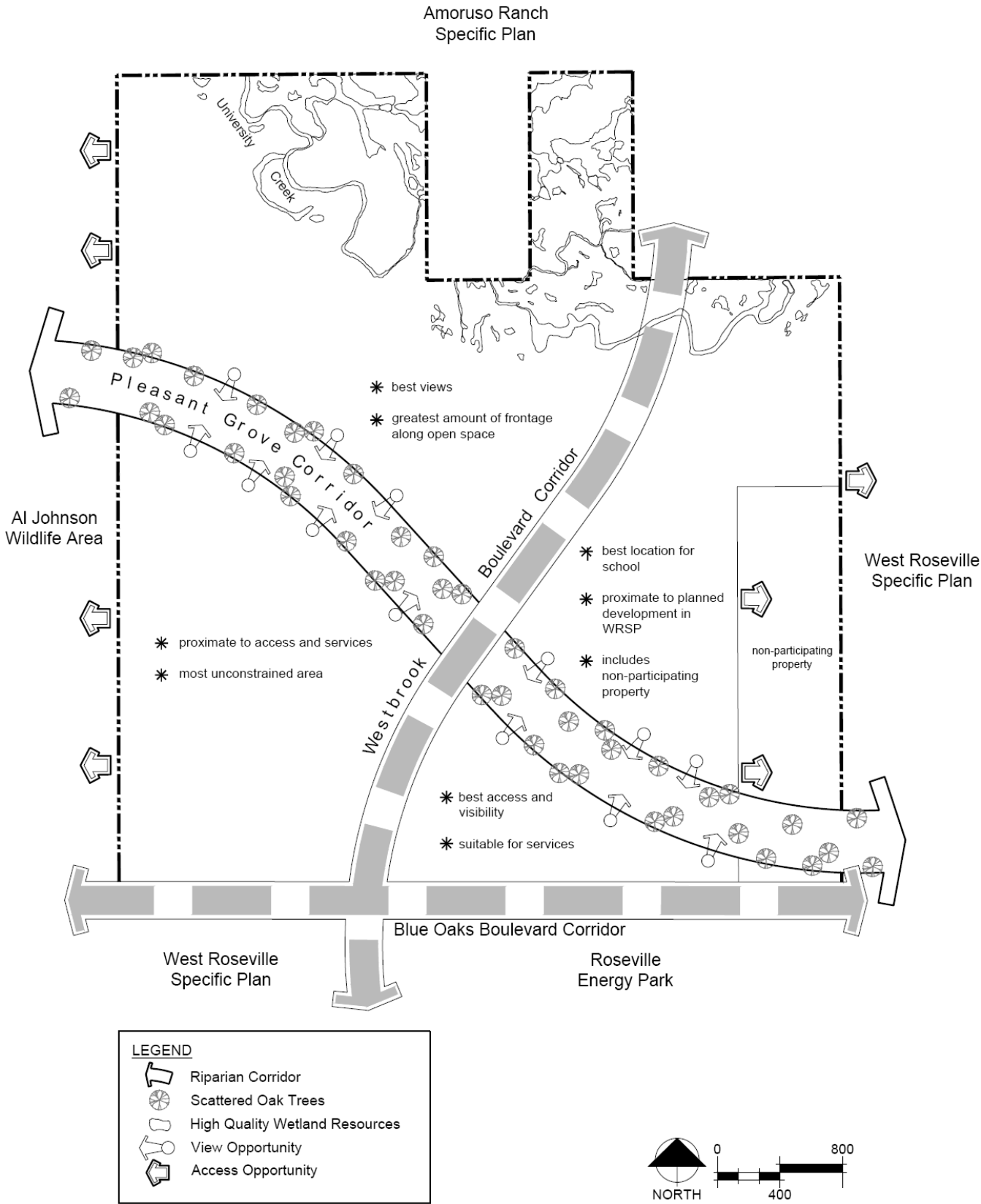
The physical form and development pattern of the CSP is shaped by site opportunities and constraints and policy factors described in Chapter 2, Context. Factors influencing the community's form include existing site features and natural resources (to address feedback from resource agencies regarding resource avoidance), adjacent development patterns and roadways, the City's Guiding Principles for new development west of Fiddymment Road, Blueprint principles, and the Growth Management Visioning Committee's vision.

3.2 Community Form Elements

The overall CSP land use plan is shaped by four overarching form elements. The elements influencing the community form in each of these quadrants are described below and shown on Figure 3-1.

- ☐ Blue Oaks/Westbrook Mixed Use Node
- ☐ Residential Neighborhoods
- ☐ Parks and Open Space
- ☐ Circulation Systems

Figure 3.1: Community Form Elements



A. Blue Oaks/Westbrook Commercial

The intersection of Blue Oaks Boulevard and Westbrook Boulevard creates the site's best opportunity for a commercial node featuring commercial and residential uses. The triangular area is bound by Pleasant Grove Creek and Blue Oaks and Westbrook Boulevard – two arterial roadways.

The Community Commercial site will support approximately 100,000 square feet of uses which could include local-serving retail and office uses such as a grocery store, drug store, retail services, restaurants, personal services and professional offices.

Residential uses (Parcels C-16, C-17, and C-43) are adjacent to the community commercial site and together they create a mixed use node where residential uses are proximate to services.

Residents west of Westbrook Boulevard and north of the creek are within a one-quarter mile walk of the commercial area. Neighborhoods in the plan are connected to the mixed use node by a unique system of walking paths and trails, and bridges over Pleasant Grove Creek.

B. Residential Neighborhoods

CSP's residential neighborhoods are a significant element of the community. The design criteria for residential neighborhood development focus on the public realm (the street) and how it relates to the private realm (the home). This is accomplished with a combination of residential development standards, neighborhood design guidelines, and roadway design standards. These standards and guidelines are aimed at achieving the following outcomes in residential neighborhoods:

- ☐ Narrower collector streets with on-street parking, where appropriate, which calm traffic;
- ☐ Opportunities for landscape paseos along collector street edges, planted with trees with tall and wide canopies, which provide shade, define the public realm and create a neighborhood scale for pedestrians;
- ☐ Paseo systems with sidewalks separated from the street with minimal interruptions and provide connectivity among residential neighborhoods;
- ☐ Living spaces and porches which may be oriented to the street and enhance each home's architectural streetscape appearance;
- ☐ Smaller parks within the residential neighborhoods to create places and hubs for activities and gathering;

- ☐ Subdivision walls which open to adjacent streets to allow multiple connections and visual connectivity;
- ☐ Connectivity among all neighborhoods via landscape corridors, paseos, and creek crossings.

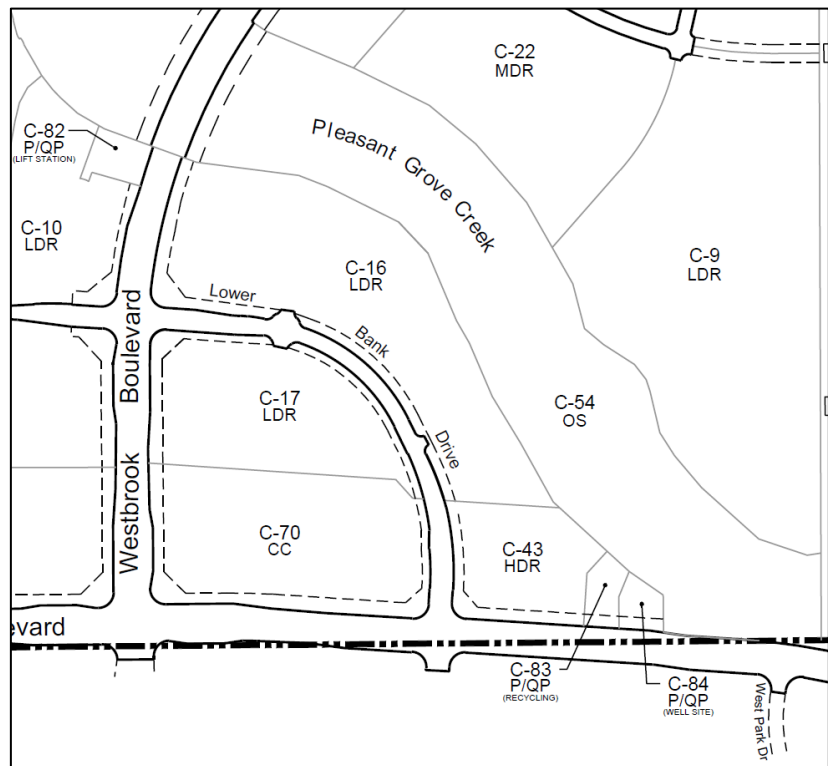
The residential neighborhoods are generally divided by the geography of the site into four irregularly-sized quadrants. Each of the four quadrants has constraints of its own including adjacent land uses, natural resources and circulation requirements.

Southeast Quadrant

The southeast quadrant is bounded by Pleasant Grove Creek open space area, Westbrook Boulevard and Blue Oaks Boulevard which create a triangular-shaped area. Lower Bank Drive provides access to uses in this quadrant.

Land uses in this quadrant benefit from access and proximity to two arterial roadways – Westbrook Boulevard and Blue Oaks Boulevard. Uses in this area were selected and positioned to be compatible with the Roseville Energy Park, which is located south of Blue Oaks Boulevard.

This mixed use area includes low density (C-16 and C-17) and high density (C-43) residential uses in close proximity to community commercial uses. The residential uses are adjacent and oriented to open space with access to the pedestrian/bike trail. A pedestrian bridge crossing creates a link to land uses north of the creek.

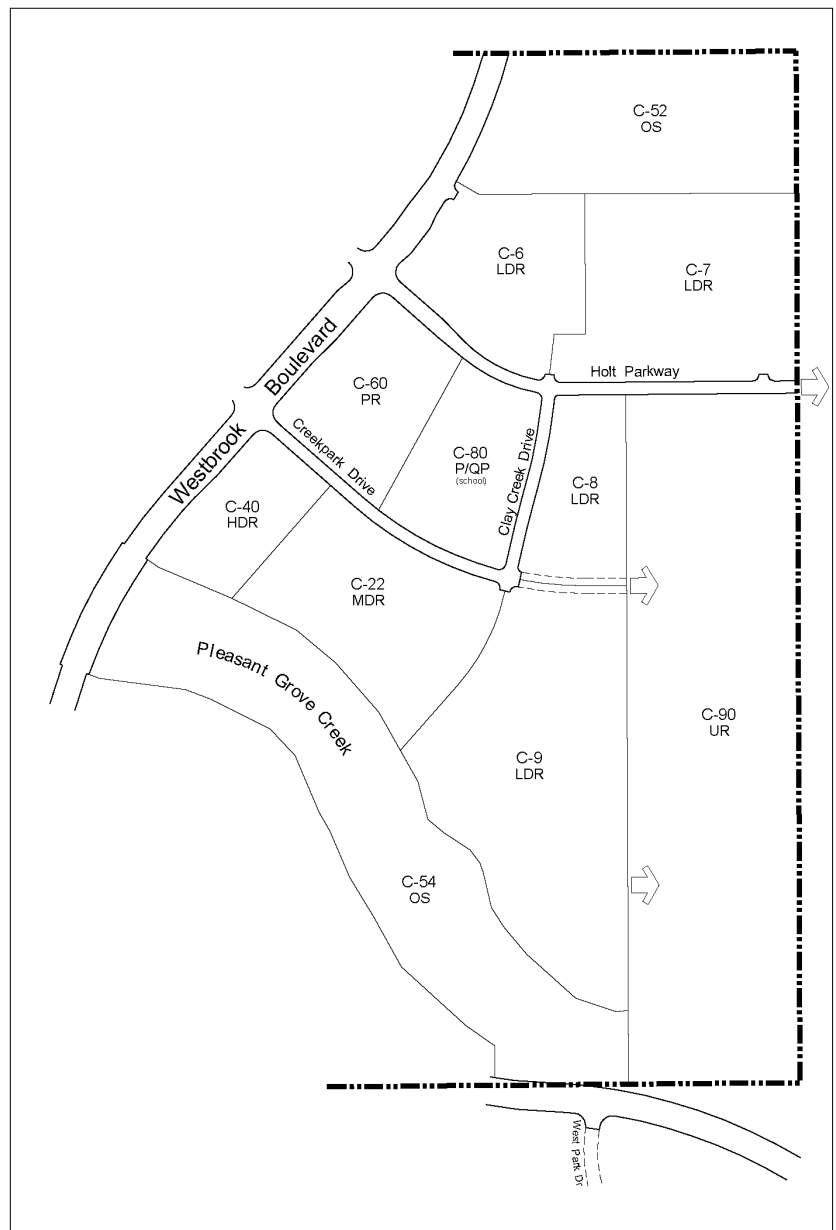


Northeast Quadrant

Most of the eastern portion of the CSP is included in the northeast quadrant. It is bordered by Westbrook Boulevard, Pleasant Grove Creek and the eastern edge of the CSP. The CSP is adjacent to residential uses in the Fiddymment portion of the WRSP and land uses in this area are designed to be compatible. The 39.9-acre Urban Reserve parcel (C-90) is the predominant use along the border of the CSP with Fiddymment and is anticipated to develop in the future with a mix of residential, open space and park uses.

The primary feature is the activity hub created by the elementary school (C-80) and neighborhood park (C-60). The circulation pattern is designed for efficiency as it relates to school and park-related traffic. Access to this portion of the CSP is available from Westbrook Boulevard and Holt Parkway, a limited access collector, which provides access from Fiddymment west to Westbrook Boulevard. Additional connections are made on residential streets.

The northern open space (Northern Preserve) and Pleasant Grove Creek bound this area on the north and south, respectively, and provide opportunities for views and access to open space. The intent is for some single-loaded streets to provide some public views of these open space areas.



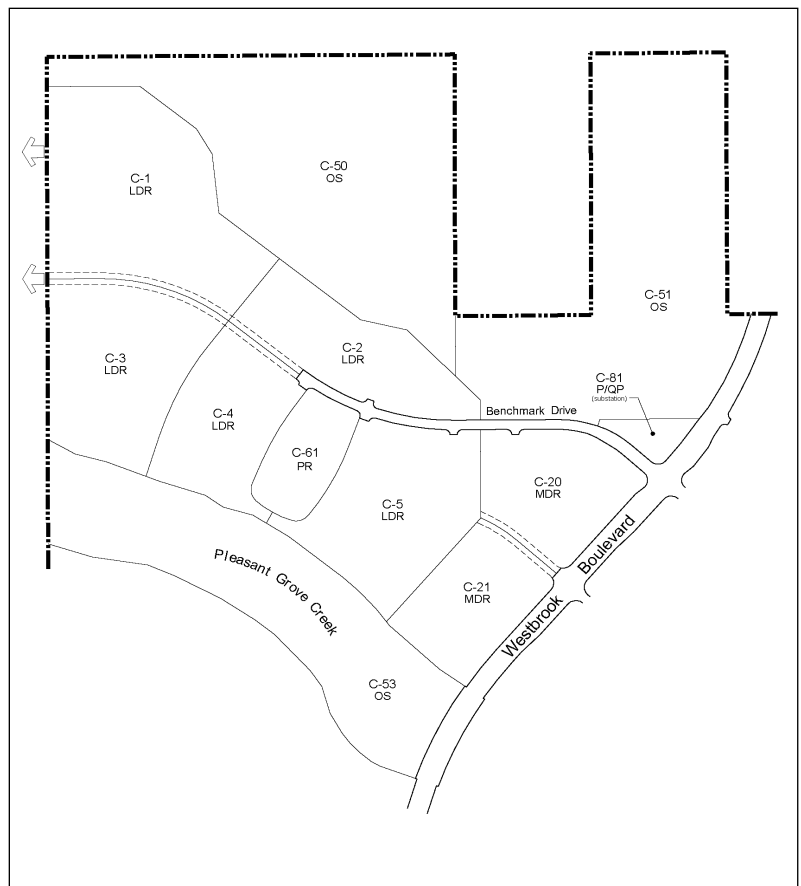
Northwest Quadrant

The northwest quadrant is the largest residential area in the CSP and is predominantly low density residential with two parcels of medium density uses near Westbrook Boulevard and lower densities continuing west.

Located north of Pleasant Grove Creek and Westbrook Boulevard, this area has the greatest frontage along open spaces in the CSP which lends itself to the creation of interesting neighborhoods. Opportunities for views to open space are provided by the Northern Preserve parcels (the largest preserve in the CSP) and Pleasant Grove Creek, as well as the City's AJWA property adjacent to the west of the CSP.

Access to this area is from Westbrook Boulevard and the extension of Parkway One, west of Benchmark Drive. Local circulation will serve residential areas. Low density residential uses along the Northern Preserve will have views of open grasslands with scattered oaks and uses along the creek will have views into the riparian corridor. In addition, incorporation of some single loaded streets will also provide some public views of these open spaces.

A neighborhood park (C-61) north of the creek, south of Benchmark Drive, includes a play field and passive recreation facilities and links to the park (C-62) located south of the creek via a pedestrian bridge crossing of the creek. A pedestrian and bicycle path along the southern edge of the Northern Preserve connects to the AJWA and existing trails in the City.

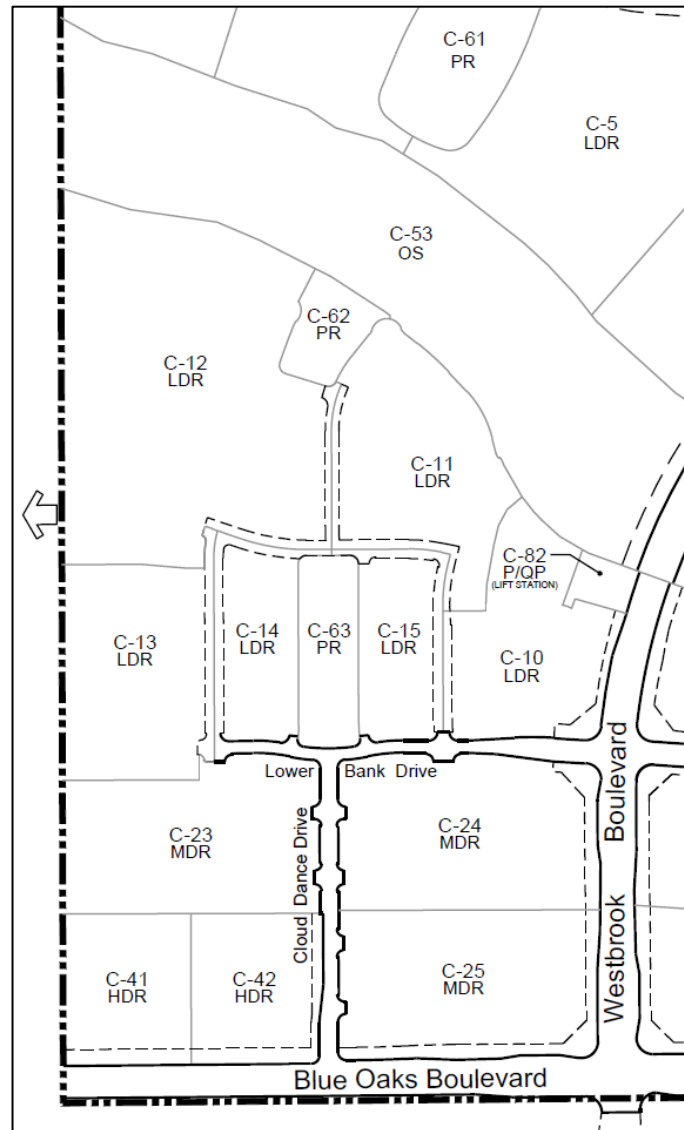


Southwest Quadrant

The southwest quadrant of the CSP is a residential neighborhood and features the highest density mix of residential uses in the Plan Area. Higher density residential uses are located in this area because it is proximate to arterial roadways and commercial and transit uses.

Westbrook and Blue Oaks Boulevards and smaller roadways such as Lower Bank Drive and Grasscreek Drive access this quadrant. Community-serving commercial uses, located east of Westbrook Boulevard, are a short walk away across the signalized intersection at Westbrook Boulevard and Lower Bank Drive.

Two small neighborhood parks provide recreation opportunities. One park (C-62) is south of the creek and features passive recreation and views into the riparian corridor along the creek. A pedestrian bridge links the parks on the north and south sides of the creek which, taken together with the creek, creates the sense of a much larger open space area. A second small park (C-63) is designed with active recreation areas to serve surrounding residential areas. A pedestrian and bicycle path located along the southern edge of the Pleasant Grove Creek open space, connecting to future uses at AJWA and to existing trails in the City.



C. Parks and Open Space

Over thirty percent (30%) of the Plan Area is planned for park and open space uses, which is equivalent to 30 acres of park and open space per 1,000 residents. The open space preserve and park network is the most community-defining element of the CSP, which supports Roseville's long-standing heritage as a City with high-quality parks and open spaces.

The approach for park sites is to include several smaller neighborhood parks ranging from 1.5 to 6.4 acres in size, with the largest park adjacent to the elementary school. The neighborhood parks have been distributed among the four residential neighborhoods and located adjacent to open space where possible to make them feel larger. The park and the school are located adjacent to one another to encourage joint-use which creates efficiencies in design and encourages a broader range of recreational opportunities with the park and school.

Several natural features in the CSP will be within open space areas, including the Pleasant Grove Creek and University Creek corridors and significant, high-quality natural resources within the Northern Preserve. The 87-acre Northern Preserve creates an open space link among the open space preserve in the Fiddymont portion of the WRSP and the AJWA. The open space area along Pleasant Grove Creek will link the on-

site creek corridor upstream in the City with the AJWA.

D. Circulation System

The CSP includes many of the City's Blueprint Implementation Strategies for multi-modal circulation, providing multiple transportation choices to address vehicles, public transit, bicyclists, and pedestrians.

For vehicles, the backbone roadway system includes a combination of arterial and collector streets to provide connections from existing and planned roadways adjacent to the Plan Area. These roadways are designed to accommodate future anticipated local and area traffic demands, with ultimate connections to future planned Placer Parkway and to roadways leading to the City of Lincoln. The design of the backbone roadway system supports the creation of a smaller 'neighborhood' network of local roadways.

Public transit, another transportation choice supported by the plan, may include a combination of bus service systems via Roseville Transit, with connections to Sacramento Regional Transit and Placer County Transit. These services will utilize the CSP's roadway systems to provide local and regional transit connections for community residents. Blue Oaks Boulevard and Westbrook Boulevard are planned to accommodate a future route for bus rapid transit (BRT), which would provide direct regional access from the community to downtown

Sacramento employment centers and other destinations. A bus transfer station is planned adjacent to the community commercial site along Westbrook Boulevard, immediately north of Blue Oaks Boulevard.

The CSP system of pedestrian and bike paths and paseos add to the mix of transportation choices available for residents. Off-street Class I and Class IA bike paths are included in landscape corridors and open space areas. On-street Class II bike lanes are provided on arterials, collectors, and modified collectors. In places, this system of pedestrian paths and bikeways provides off-street linkages, connecting with Roseville's existing facilities, and with AJWA and the Pleasant Grove Creek corridor via planned bikeway facilities in the WRSP. This system of pedestrian and bike paths are enhanced by street design standards which place priority on pedestrian comfort and safety.

Through these circulation elements, CSP's planned transportation systems are intended to provide multiple choices for community residents and employees, in compliance with the City's adopted Blueprint Implementation Strategies for multi-modal circulation.



Section 4

Land Use Plan

The Creekview
Specific Plan
(CSP) includes

a mix of land uses including low-, medium-, and high-density residential uses; commercial and office uses; public/quasi-public uses for schools and civic facilities; parks and open space uses; and urban reserve land use, which functions as an urban designation for a parcel in the southeastern corner of the CSP.

At buildout, the CSP will provide approximately 2,011 dwelling units, accommodate approximately 5,249 residents and add approximately 100,000 square feet of retail and office uses, and provide approximately 235 permanent jobs.

4.1 Land Use Plan

The CSP land use designations are summarized on Table 4-1 and shown on the Land Use Plan on Figure 4-1.

4.2 Land Use Designations

Land uses within the CSP are implemented through the zoning district applied to each parcel. This includes the application of the Development Standards (DS) and Special Area (SA) overlay zones to provide customized development standards, as allowed by the City's Zoning Ordinance. Specific details related to permitted uses and development standards are included in the City of Roseville Zoning Ordinance. In addition, for projects subject to a Design Review for Residential Subdivision (DRRS) permit, development standards may be defined as part of the City's subdivision review process. The following summarizes the CSP's land use designations, with descriptions for each land use, related density, and applied zoning districts.

Table 4-1: Land Use Summary

Land Use Designation		Applied Zoning District	Acres	% of Total Acres	Units	% of Total Units
Residential						
LDR	Low Density Residential	RS/DS	182.87	36.48%	987	49.08%
MDR	Medium Density Residential	RS/DS	51.51	10.28%	477	23.72 %
HDR	High Density Residential	R3	17.68	3.53%	547	27.20%
<i>Subtotal</i>			252.06	50.28%	2,011	100.00%
Commercial						
CC	Community Commercial	CC	9.22	1.84%		
<i>Subtotal</i>			9.22	1.84%		
Open Space and Public						
OS	Open Space	OS	136.70	27.27%		
PR	Parks and Recreation	PR	15.68	3.05%		
PQP	Recycling Center	P/QP	0.59	0.12%		
PQP	Electric Substation	P/QP	0.90	.18%		
PQP	Elementary School	P/QP	7.60	1.60%		
PQP	Lift Station	P/QP	0.65	0.13%		
PQP	Well Site	P/QP	0.51	0.10%		
UR	Urban Reserve	UR	39.90	7.96%		
ROW	Right of Way		37.49	7.48%		
<i>Subtotal</i>			240.02	47.88%		
Total			501.30	100.0%	2,011	100.0%

Updated August 2021

Figure 4.1: Land Use Map

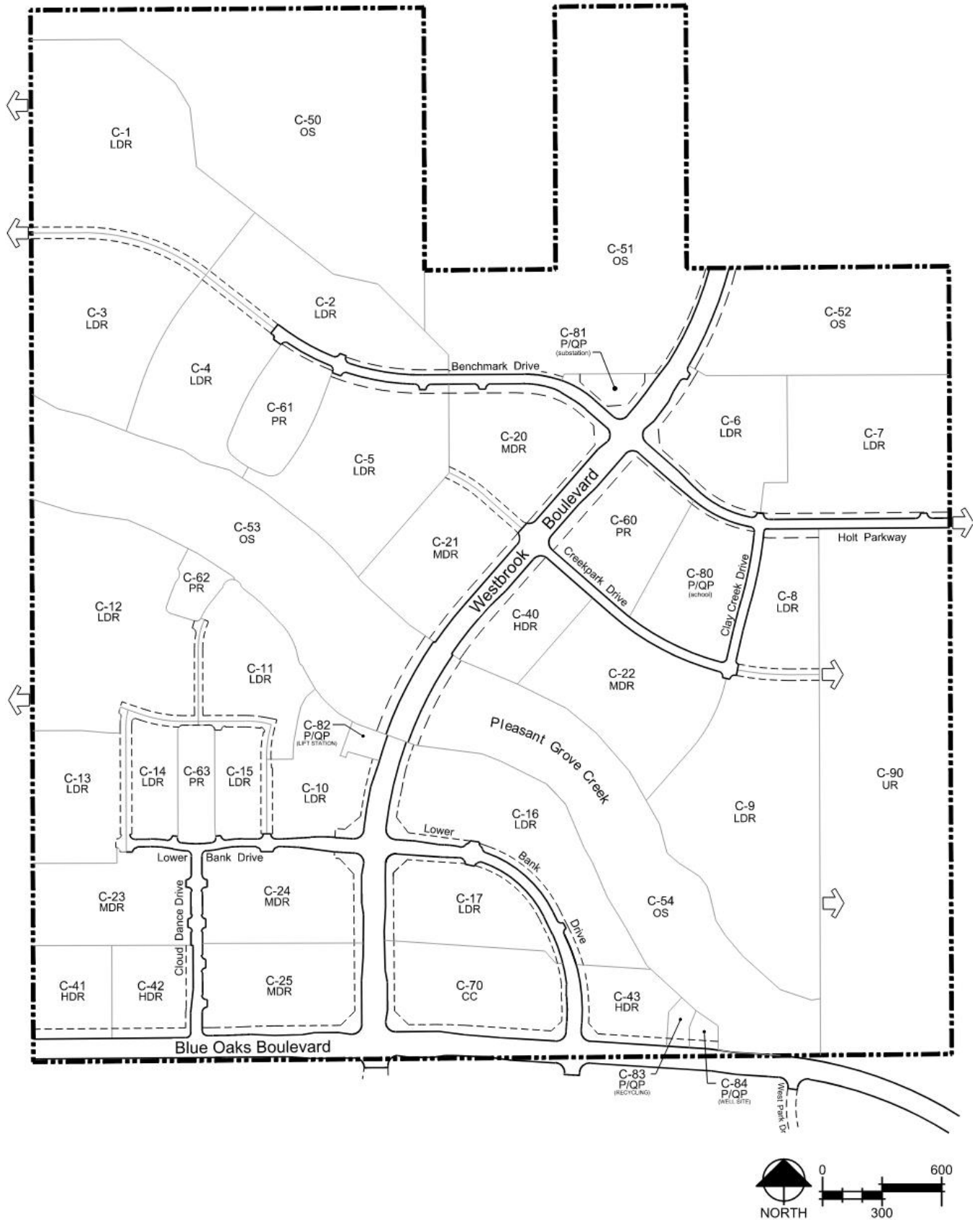


Table 4-2: Land Use, Zoning and Acreage by Parcel

Parcel	General Plan Land Use (Specific Plan Land Use)	Zoning	Acres	Allocated Units	Density
C-1	LDR (Residential)	RS/DS	19.5	100	5.1
C-2	LDR (Residential)	RS/DS	10.0	59	5.9
C-3	LDR (Residential)	RS/DS	13.97	80	5.7
C-4	LDR (Residential)	RS/DS	9.63	61	6.3
C-5	LDR (Residential)	RS/DS	13.43	74	5.5
C-6	LDR (Residential)	RS/DS	8.05	48	6.0
C-7	LDR (Residential)	RS/DS	14.11	74	5.2
C-8	LDR (Residential)	RS/DS	5.70	32	5.6
C-9	LDR (Residential)	RS/DS	21.80	97	4.4
C-10	LDR (Residential)	RS/DS	5.99	36	6.0
C-11	LDR (Residential)	RS/DS	7.54	34	4.5
C-12	LDR (Residential)	RS/DS	18.72	95	5.1
C-13	LDR (Residential)	RS/DS	7.20	50	6.9
C-14	LDR (Residential)	RS/DS	3.72	20	5.4
C-15	LDR (Residential)	RS/DS	3.59	20	5.6
C-16	LDR (Residential)	RS/DS	12.93	71	5.5
C-17	LDR (Residential)	RS/DS	6.92	36	5.2
C-20	MDR (Residential)	RS/DS	8.79	96	10.9
C-21	MDR (Residential)	RS/DS	7.92	95	12.0
C-22	MDR (Residential)	RS/DS	11.30	104	9.2
C-23	MDR (Residential)	RS/DS	8.13	61	7.5
C-24	MDR (Residential)	RS/DS	8.12	59	7.3
C-25	MDR (Residential)	RS/DS	7.25	62	8.6
C-40	HDR (Residential)	R3	5.20	168	32.3
C-41	HDR (Residential)	R3	4.27	127	29.7
C-42	HDR (Residential)	R3	4.33	136	31.4
C-43	HDR (Residential)	R3	3.88	116	29.9
C-50	OS (Open Space)	OS	36.57		
C-51	OS (Open Space)	OS	35.64		
C-52	OS (Open Space)	OS	14.79		
C-53	OS (Open Space)	OS	25.10		
C-54	OS (Open Space)	OS	24.60		
C-60	PR (Park)	PR	6.80		
C-61	PR (Park)	PR	4.81		
C-62	PR (Park)	PR	1.54		
C-63	PR (Park)	PR	2.53		
C-70	CC (Community Commercial)	CC	9.22		
C-80	PQP (Elementary School)	P/QP	7.60		
C-81	PQP (Electric Substation)	P/QP	0.90		
C-82	PQP (Lift Station)	P/QP	0.65		
C-83	PQP Recycling Center)	P/QP	0.59		
C-84	PQP (Well Site)	P/QP	0.51		
C-90	UR (Urban Reserve)	UR	39.90		
C-100	ROW (Right of Way)	ROW	37.9		
TOTAL			501.30	2,011	

A. Residential

The residential component of the CSP utilizes three residential land use designations: Low Density Residential (LDR), Medium Density Residential (MDR), and High Density Residential (HDR). A range of housing densities is planned which will enable a range of housing types. The CSP supports development of LDR conventional-style, single family, detached units on both large and small lots, including provisions for potential gated, executive, and custom home communities. In addition, higher density residential types (MDR and HDR) on smaller lots can be accommodated, which could include detached cluster housing, detached townhomes, and a variety of detached and attached residential units. Residential neighborhoods also include HDR uses which may include unit types such as apartments, townhomes, or condominiums.

The mix of housing types addresses future growth anticipated in the City of Roseville and neighboring regions. Approximately 72% of CSP's units are designated for low and medium densities, and the remaining units, nearly 28%, are planned as high-density units.

Residential neighborhoods are enhanced by access to and views into adjacent open space and small, local parks accessible along pedestrian and bicycle paths through landscape corridors, paseos and other open space linkages.

Neighborhoods are proximate to an elementary school and commercial services.

Residential Unit Transfers

There may be a desire or need to adjust (reduce or increase) the number of units assigned to some large-lot residential parcels. These adjustments may be permitted, pursuant to the provisions outlined in Section 10.7 (Residential Unit Transfers) of this specific plan.

Custom Homes

Custom homes may be designated for construction in any low density residential subdivision in the CSP. Custom homes are single-family residential units with unique exterior styling and individualized interior floor plans, and each home's architectural design is distinct from others in the subdivision. Typically, custom homes have detailed architectural features and upscale amenities which give them an appearance and character similar to, or qualitatively exceeding individually designed homes found in the City's other custom and/or executive housing neighborhoods.

While the CSP does not pre-determine the location of custom home subdivisions, they may be created subject to market demand and economic conditions. If proposed, custom home subdivisions may be approved through the City's tentative subdivision map process.

	Low Density Residential (LDR)	Medium Density Residential (MDR)	High Density Residential (HDR)
Density	0.5 to 6.9 dwelling units per acre	7.0 to 12.9 dwelling units per acre	13.0 dwelling units per acre or greater
Applied Zoning District	RS/DS - Small Lot Residential/ Development Standards Overlay	RS/DS Small Lot Residential/ Development Standard Overlay	R3 Attached Housing
Description	The Low Density Residential (LDR) land use designation supports single-family detached homes on conventional lots within the density range above. Lot sizes range from 3,600 to 7,500 square feet and could be smaller or larger depending on site configuration, features and neighborhood design. A variety of detached, single-family residential housing types are possible in this density range. However, single-family front-loaded housing on conventional lots is anticipated as the primary product type. Half-plexes are permitted.	The Medium Density Residential (MDR) land use designation accommodates both single-family detached and attached residential units. Lot sizes are typically smaller than those in LDR areas. Within this density range, single-family detached housing may be provided on a wide range of lot types including small, standard or alley-loaded lots, courtyard lots, green court lots, auto courts, alley clusters, zero-lot lines, and z-shaped lots. In addition, duet/half-plex homes, townhomes, or condominiums may also be accommodated in MDR areas.	The High Density Residential (HDR) land use designation primarily accommodates attached housing. Depending on the unit type, HDR could also include some detached housing. The types of housing units which could be accommodated in the HDR designation could include, but are not limited to, townhomes, courtyard townhomes, condominiums, garden-style apartments, and podium design apartments or condominiums. Multi-family housing types may be applied to for-sale or rental units. The R3 zone also allows other similar and compatible uses including community care facilities.
Permitted Uses	As specified in the City of Roseville Zoning Ordinance.	As specified in the City of Roseville Zoning Ordinance.	As specified in the City of Roseville Zoning Ordinance.
Development Standards	Development standards as specified in the City of Roseville Zoning Ordinance or established by the subdivision map and a Design Review for Residential Subdivision approval. As further described in Appendix A, the RS/DS (Small Lot Residential/Development Standard Overlay) zone district is applied to provide the potential for variation to development standards. Design standards are the Community Design Guidelines and the Creekview Design Guidelines (Appendix B).	Development standards as specified in the City of Roseville Zoning Ordinance or established by the subdivision map and a Design Review for Residential Subdivision approval. As further described in Appendix A, the RS/DS (Small Lot Residential/Development Standard Overlay) zone district provides the potential for variation in development standards. Design standards are the Community Design Guidelines and the Creekview Design Guidelines (Appendix B).	As specified in the City of Roseville Zoning Ordinance, Community Design Guidelines and Creekview Design Guidelines (Appendix B).

B. Commercial

Retail and service uses are planned within the CSP Community. Commercial uses are located in the northeast quadrant of Blue Oaks and Westbrook Boulevards. This location takes advantage of the visibility and access provided by projected traffic volumes along these corridors.

	Community Commercial (CC)
Typical FAR	Up to 0.4 FAR
Applied Zoning District	CC – Community Commercial
Description	The Community Commercial (CC) land use designation provides a broad range of neighborhood serving retail goods and services such as a grocer, drug store, restaurants, cafes, offices, personal services, and shops. One 9.22-acre parcel (Parcel C-70) is planned at the northeast quadrant of Westbrook Boulevard and Blue Oaks Boulevard. Located at the intersection of two arterial roadways, this site is suitable for retail and has excellent access needed for a commercial site. Pedestrians and bicyclists from the north and west can access the commercial site via the Pleasant Grove Creek crossings and paseo system throughout the Plan. Lower Bank Drive creates the northern and eastern edge of the site and provide access to Blue Oaks and Westbrook Boulevard. A transit transfer station is planned along Lower Bank Drive, north of Blue Oaks Boulevard. The site is planned for a commercial center of approximately 100,000 square feet. See Figure B-8 for a concept plan of the CC site.
Permitted Uses	As specified in the City of Roseville Zoning Ordinance.
Development Standards	As specified in the City of Roseville Zoning Ordinance, Community Design Guidelines, and meeting the design concepts identified in Figure B-8 of the Creekview Design Guidelines.

C. Parks and Open Space

Over 30% of the CSP is planned for parks and open space. The CSP features four neighborhood parks and two significant open space corridors which contribute to the regional open space landscape.

The CSP was designed to enhance and maximize views and access to the open space. Open space accounts for one quarter of the CSP.

	Parks & Recreation (PR)	Open Space (OS)
Applied Zoning District	PR – Parks & Recreation	OS – Open Space
Description	The Parks and Recreation (PR) land use designation is applied where formal, developed park facilities are planned. A combination of active and passive recreation facilities is planned within four neighborhood parks. Four neighborhood parks ranging from 1.5 to 6.8 7.4 acres in size are distributed throughout the plan. School Park. The largest park (C-60) is located adjacent to the elementary school to maximize joint-use opportunities for outdoor recreation facilities. Parks Adjacent to Open Space. Two neighborhood parks adjacent to Pleasant Grove Creek complement open space uses along the creek corridor and include viewing opportunities into the open space. A creek crossing links two neighborhood parks located on opposite sides of the Pleasant Grove Creek. Neighborhood Park. The neighborhood park in the southwest quadrant of the CSP is designed to provide additional outdoor recreation opportunities to higher density neighborhoods with residential units with less private yard space. Park sites are linked to other land uses through a system of paseos. Parks and recreation facilities are further described in the Public Services Plan (Chapter 7).	The Open Space (OS) land use designation is generally applied to lands which are environmentally sensitive or otherwise significant due to habitat and floodplain. In the CSP, the OS land use designation is applied to natural features (Pleasant Grove Creek, Northern Preserve) which provide opportunities for views, passive recreation, pedestrian/bike paths, water conveyance and detention, stormwater quality/treatment and resource avoidance and preservation. Northern Preserve. The most significant and highest-quality wetland resources are located in the northern portion of the CSP. The Northern Preserve is a 87.0-acre (Parcels C-50, C-51 and C-52) open space preserve created to avoid impacts to and preserve these features. The Northern Preserve creates a natural edge, a transition to agricultural land uses north of the CSP, and adjoins the open space preserve in the northern portion of the WRSP. It also provides an opportunity to create a bicycle/pedestrian pathway through the northern portion of the CSP. The Northern Preserve is planned for permanent preservation as open space and would complement open space preservation in surrounding areas Pleasant Grove Creek. Pleasant Grove Creek transects the property diagonally, through the center of the site. The creek corridor (Parcels C-53, C-54) is an opportunity to create a heavily wooded, linear open space amenity which offers a bicycle/pedestrian pathway through the CSP connecting the WRSP and the Al Johnson Wildlife Area. In addition to the crossing of Pleasant Grove Creek at Westbrook Boulevard, two additional creek crossings planned within the open space corridor connect the north and south areas of the Plan.
Permitted Uses	As specified in the City of Roseville Zoning Ordinance.	As specified in the City of Roseville Zoning Ordinance.
Development Standards	As approved by the City Council for individual parks. Conceptual park plans are shown in Figures 7-2, through 7-5.	As specified in the City of Roseville Zoning Ordinance.

D. Public/Quasi-Public

Five parcels are designated and sized for Public/Quasi-Public (P/QP) uses, consistent with General Plan policies and standards.

	Public/Quasi-Public (P/QP)
Applied Zoning District	P/QP – Public/Quasi-Public
Description	The Public/Quasi-Public (P/QP) land use designation accommodates public-serving uses and facilities. In the CSP, P/QP is the designation for an elementary school (C-80), electric substation (C-81), sewer lift station (C-82), solid waste recycling center (C-83) and well site (C-84). Municipal services and school facilities are discussed in more detail in Public Services Plan and Utilities Plan (Chapters 7 and 8). Conceptual site plans for Parcels C-81, C-82, C-83 and C-84 are shown on Figures B-10, B-11 and B-12.
Permitted Uses	As specified in the City of Roseville Zoning Ordinance.
Development Standards	As specified in the City of Roseville Zoning Ordinance and the Creekview Design Guidelines (Appendix B).

E. Urban Reserve

One 39.9-acre parcel (C-90), located in the southeastern portion of the CSP, is designated for Urban Reserve.

	Urban Reserve (UR)
Applied Zoning District	UR – Urban Reserve
Description	The Urban Reserve (UR) land use designation is applied to lands anticipated to receive urban land use entitlements in the future. While no development is proposed within the Urban Reserve area, it is anticipated these areas may ultimately develop with land uses and densities similar to the balance of the CSP.
Permitted Uses	As specified in the City of Roseville Zoning Ordinance.
Development Standards	As specified in the City of Roseville Zoning Ordinance and the Creekview Design Guidelines (Appendix B).



Section 5

Affordable Housing Plan

State law
(California
Government

Code Section 65584) requires each city and county plan accommodate a fair share of the region's housing needs through zoning and land use. In urban areas, state law provides for councils of governments to prepare regional housing need allocation plans that assign a share of the region's housing need to each city and county. In the six-county greater Sacramento region, the Sacramento Area Council of Governments (SACOG) is the entity authorized to determine the future housing needs for the region. SACOG adopted the most recent Regional Housing Need Allocation Plan (RHNAP) in February 2008. Each city and county receives a total number of housing units it must plan for within a 7.5 year time frame. Each housing allocation includes a distribution for

housing affordable to very-low, low and moderate income households.

The City of Roseville General Plan Housing Element, which is consistent with the SACOG RHNAP, establishes a citywide goal to provide decent, safe, adequate and affordable housing in sufficient quantities for all economic segments of the community. Given the nature of the housing market in Roseville and the South Placer area, it is a challenge to create housing opportunities affordable to middle-, low-, and very-low income households. Typically, such affordable housing opportunities require market restriction and/or subsidies.

In an attempt to maximize efforts to meet affordable housing needs and to provide a mechanism whereby the City, property owners, and business community can actively work together in developing new affordable housing, the City's Housing Element specifies an Affordable Housing Goal of ten percent (10%) of all new housing units in the City be affordable to middle-, low- and very-low income households.

Housing in the Creekview Specific Plan (CSP) is planned to have a mix of housing types in low, medium, and high-density residential neighborhoods. Similar to existing low-density residential (LDR) areas of Roseville, it is anticipated the CSP's LDR neighborhoods will provide market-rate housing affordable predominantly to moderate- and above-moderate income households. The densities in CSP's medium-density (MDR) and high-density (HDR) residential areas will provide greater opportunities for creating affordable housing for all income ranges. As outlined later in this chapter, the CSP affordable housing plan focuses on HDR parcels, and is structured to be consistent with the General Plan's affordable housing goals.

5.1 Definition of Housing Affordability

Housing affordability is based on household income categories defined by the U.S. Department of Housing and Urban Development (HUD). These five income categories are used for comparative purposes and are based on a percentage of the county median income, adjusted for household size (Table 5-1).

Table 5-1: Definition of Household Income Categories

Income Category	Percent of Median Income
Very Low-Income	Less than 50% of Median
Low-Income	50% to 80% of Median
Middle-Income	80% to 100% of Median
Moderate-Income	100% to 120% of Median
Above Moderate-Income	120% + of Median

All jurisdictions within Placer County, including Roseville, use the same basic income calculations regardless of actual income level distribution in the community.

Based on sales and rental prices, and the definition of affordability, the City's Housing Element includes the following housing assistance needs identified for each income group:

- ❑ **Very Low-Income Households** not currently owning their own home will not be able to qualify for home ownership without substantial subsidies, unless their incomes rise significantly. Rental subsidies for very-low income households are needed to maintain affordability.
- ❑ **Low-Income Households** not currently owning their own home will require loan subsidies to afford and qualify for homeownership. Rental subsidies for low-income households are needed to maintain affordability.
- ❑ **Middle- and Moderate-Income Households** may require some assistance in purchasing a home, since the price range of new homes in Roseville may exceed their ability to pay. This group is likely to afford rental units without financial assistance.
- ❑ **Above Moderate Income Households** are considered financially able to find affordable units, both for purchase and rent, within Roseville's housing market.

Numerous assumptions are required to translate household income to affordable rental rates and purchase prices. Lenders ultimately determine the actual purchasing power of household income at a given point in time. A household can qualify to purchase a home based on annual income, down payment, level of other long-term financial obligations and interest rates.

For planning purposes, the City of Roseville assumes for rental units, low- and very-low income households should not spend more than thirty percent (30%) of their monthly gross income on housing costs, including utilities. For middle-income households, thirty-five percent (35%) of monthly gross income is used to determine housing affordability. Purchase housing costs include payment of principal, interest, taxes, insurance, and any homeowner's association dues.

It is recognized that various factors which determine affordability continually change, and project-specific affordability standards need to be established and adjusted as development occurs. To that end, the 10% affordable housing goal is calculated for each specific plan area based on the total residential units mapped.

5.2 Affordable Housing Program

to distribute affordable units throughout the CSP.

Consistent with the General Plan affordable housing goal, ten percent (10%) of the units in the CSP have been designated for low- and very low-income households. This includes rental housing affordable to low- and very low-income households, pursuant to the provisions of the Development Agreement.

Fifty percent (50%) of affordable units in the CSP will be affordable to low-income households and fifty percent (50%) to very low-income households. The CSP affordable housing goal is summarized in Table 5-2.

5.3 Allocation of Affordable Housing Units

Table 5-2: Affordable Housing Goal

Total Dwelling Units	2,011 units
10% Affordable Housing Goal	201 units
Low-income (rental)	100 units (50%)
Very-Low income (rental)	101 units (50%)

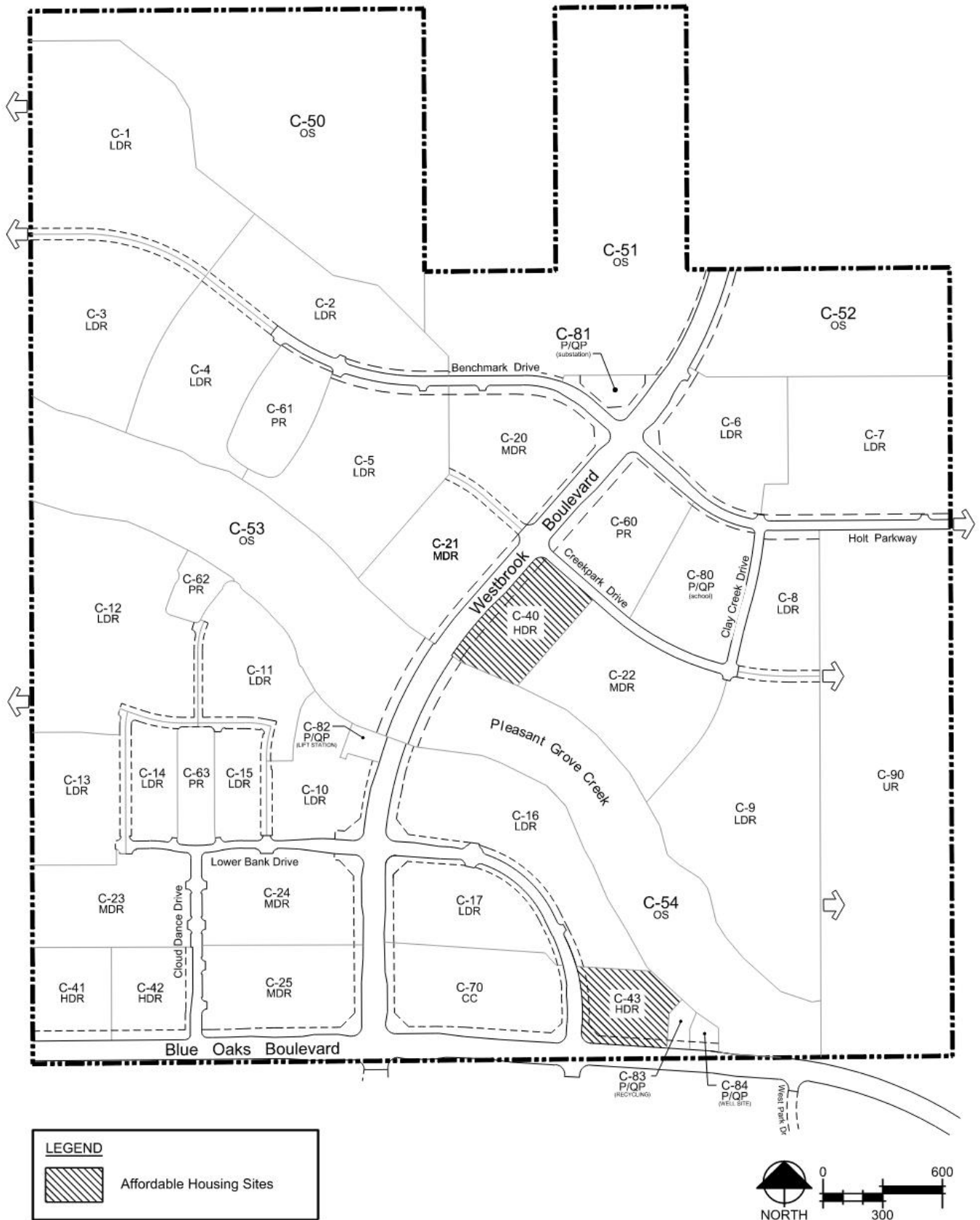
The affordable housing units within the CSP have been allocated to specific MDR and HDR parcels as identified in Table 5-3, with designated parcels reflected on Figure 5-1. The intent is

Table 5-3: Affordable Housing Allocation

Parcel	Land Use	Total Units in Parcel	Total Affordable Allocation	Very Low Income Rental	Low Income Rental
C-40	HDR	168	85	43	42
C-43	HDR	116	116	58	58
Total			201	101	100

Note: The CSP Section 5.4 allows for the transfer of affordable units. Check with the Housing Division to confirm current affordable housing allocations.

Figure 5-1: Affordable Housing Sites



5.4 Administration and Implementation

Residential builders are encouraged to explore creative approaches in providing a range of housing opportunities to meet the needs of middle-, low-, and very-low income households. Over time, housing markets, income categories, funding programs, and other factors change, and it is important to retain some level of flexibility to ensure affordable housing goals are achieved. The City's affordable housing goal is intended to be flexible in recognition of the actual number of affordable units constructed depends on the level of available subsidies.

The options outlined below may be considered to assist in achieving the CSP affordable housing goal. The City reserves the right to consider alternatives to achieve affordable housing within the CSP should the cost of producing the affordable housing preclude the City from accessing federal and state financing programs, or if legislation mandates the City alter its approach to affordable housing.

A. Transfers and Credits

Subject to approval by the director of the City's Housing Division, the affordable housing allocations identified on Table 5-3 may be transferred among parcels within the CSP. In addition, to the extent the number of affordable units produced on a parcel exceeds the number of

affordable units allocated to the parcel, the excess units may be credited toward meeting the CSP affordable housing goal assigned to other parcels. Transfer and/or credits may be approved by the director of the City's Housing Division without the need for amendments to this Specific Plan or related Affordable Housing Regulatory Agreements or Development Agreement if it is determined:

- ☐ The transfers/credits are applied to parcels within the CSP and covered by the same Development Agreement; and
- ☐ The transfers/credits improve the ability to produce affordable units and achieve the CSP affordable housing goal.

Requests for transfers and/or credits shall include information as deemed necessary by the City to ensure consistency with the CSP's affordable housing program. In addition, a revised affordable housing allocation (Table 5-3) shall be provided reflecting adjusted affordable unit allocations.

The City's Housing Division shall maintain all revisions to Table 5-3 as the official CSP affordable housing allocation record. The affordable housing unit transfer shall be memorialized with a recorded Memorandum of Understanding (or substitute form as specified by the City).

B. Density Bonus

The City may, in accordance with its Density Bonus Ordinance (Zoning Ordinance, Chapter 19.28) assign additional residential units to projects for the purpose of achieving the affordable housing goal. The increase in units provided by a density bonus is intended to reduce average per unit development costs.

In the CSP, a density bonus is implemented by City approval of an Affordable Regulatory Agreement (or substitute form as specified by the City) to individual projects on a case-by-case basis, and may constitute a portion of the subsidy (if required) for the provision of affordable units.

C. In-Lieu Fee

To the extent an in-lieu affordable housing fee is adopted on a citywide basis, a portion of the affordable housing allocations identified on Table 5-3 may be satisfied with an in-lieu fee subject to approval by the director of the City's Housing Division.

D. Affordable Housing Regulatory Agreement

An Affordable Housing Regulatory Agreement (or substitute form as specified by the City) is required for each parcel with an affordable housing allocation to detail and secure specific requirements and obligations. Among other provisions, the Affordable Housing Regulatory Agreement will:

- ☐ Specify the number of affordable units to be reserved at each income level.
- ☐ Specify the term of the affordability obligation.
- ☐ Set initial rent for the designated affordable units.
- ☐ Establish criteria and a basis for annual rent increases.
- ☐ Provide the City with a mechanism to monitor actual rents paid.
- ☐ Identify any City or other subsidies required to assist in meeting the affordability requirement and, if applicable, the basis and terms for refunding such subsidies.

Affordable Housing Regulatory Agreements require City approval prior to the issuance of building permits, or recordation of a final small lot map where a subdivision map is required, for any large-lot parcel with an affordable housing allocation. The total number of affordable units required is to be calculated based on the number of final units mapped.



Section 6

Circulation Plan

The circulation system for the Creekview

Specific Plan (CSP) includes a hierarchy of roadways and other improvements designed to link with existing and planned City and regional facilities. These facilities address mobility within the CSP and include roadways, bikeways, pedestrian paths, and public transit, which, collectively, are intended to provide multiple transportation options and encourage people to rely less on automobile travel.

The design of CSP's mobility systems emphasizes connectivity among uses, transportation choices, and the provision of a safe and efficient circulation system for automobile drivers, bicyclists, and pedestrians.

This chapter discusses each element of the circulation plan including roadways, bikeways, pedestrian paths, paseos, public transit, park and ride lots, as well as other transportation system management tools.

6.1 Roadways

A. Existing System and Connections

At the time of Specific Plan approval, several existing and planned roadways provided access to the CSP. These include:

- ❑ **Westbrook Boulevard.** Westbrook Boulevard is a north/south six-lane arterial roadway. The planned alignment of Westbrook Boulevard begins at Baseline Road and extends north to intersect the future extension of Blue Oaks Boulevard, at the southern boundary of the CSP. Westbrook Boulevard is located between and parallel to Fiddymont Road and the planned extension of Santucci Boulevard.
- ❑ **Blue Oaks Boulevard.** Blue Oaks Boulevard, a six-lane arterial which provides east/west circulation through the City, lies along the southern boundary of the CSP. Existing Blue Oaks Boulevard extends from Highway 65 west to approximately Hayden Parkway.
- ❑ **Phillip Road.** Phillip Road is a paved rural roadway located along the southern edge of the CSP. Phillip Road extends west in unincorporated Placer County and provides another access to the site.

Each of the above-described roadways provides or will provide access to the CSP and demonstrate how the existing circulation systems link to the Plan Area, to Roseville and the western portion of Placer County.

B. Planned System and Improvements

The CSP roadway system includes arterial, collector, and local roadways, which are illustrated on Figure 6-1, with lane capacity, right-of-way, and landscape requirements summarized in Table 6-1. Typical roadway design sections are illustrated in this chapter, with corresponding landscaping standards and related design details included in the CSP Design Guidelines (Appendix B). Construction of arterial and collector roadways will be phased as described in the CSP Development Agreement. All public roads will be constructed to City of Roseville standards.

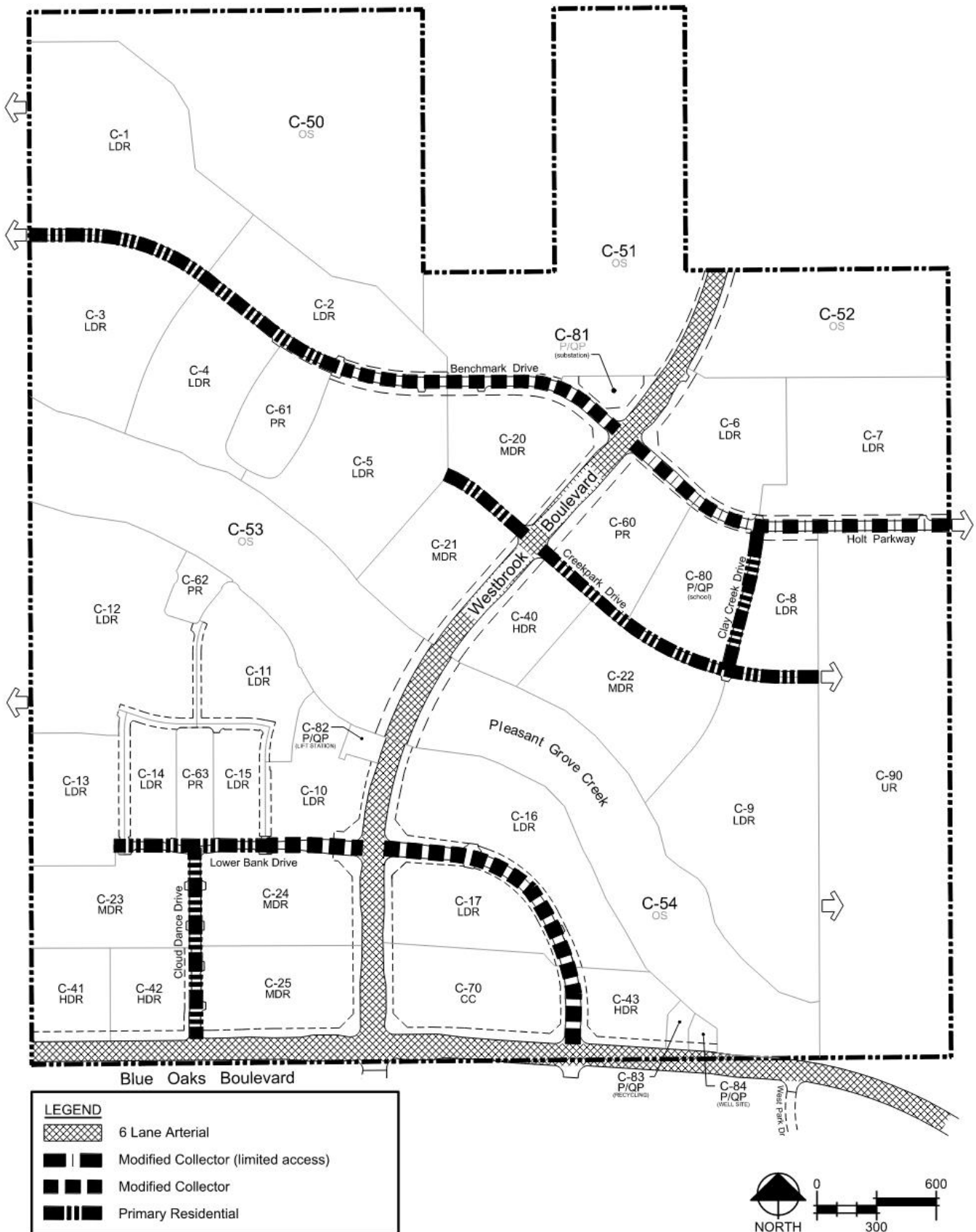
Off-site neighborhood connections (as shown on Figure 4-1, Land Use Plan and Figure 6-1, Roadway System) will be made to the east and west of the CSP. These connections will be further identified and detailed with small lot development in the future.

Table 6-1: Roadway Summary

Roadway Type/Name	Roadway		Landscape Corridor		Landscape Median	Parking	Figure
	Reserved Lane Capacity	Right of Way	Adjacent to LDR & MDR ¹	Adjacent to Other Uses ²			
Arterial Roadways ³							
Blue Oaks Boulevard - East of Westbrook Blvd	6	100'	35'	50'	14'	None	6-2
Blue Oaks Boulevard - West of Westbrook Blvd	6	100'	35'	50'	14'	None	6-3, 6-4
Westbrook Boulevard	6	100'	35'	50'	14'	None	6-5
Westbrook Boulevard - Adjacent to OS (C-51 and C-52)	6		-		8'	None	6-6
Collector Roadways ³							
Holt Parkway	2	48'	30'/45' ⁴	-	14'	None	6-7
Benchmark Drive - West of Westbrook Blvd to C-61	2	48'	25'/45' ⁵	-	14'	None	6-8
Lower Bank Drive West of Westbrook Blvd to East Edge of Park C-63	2	72'	30'/45'	-	10'	None	6-9
Lower Bank Drive Westbrook to Blue Oaks Blvd	2	52'	25'/35'	25'/35'	12'	None	6-10
Local Roadways							
Primary Residential - Attached Walk	2	46'	-	-	-	on street	6-11
Primary Residential - Detached Walk ⁶	2	58'	-	-	-	on street	6-12
Minor Residential - Attached Walk	2	42'	-	-	-	on street	6-13a
Minor Residential - Detached Walk	2	54'	-	-	-	on street	6-13b
Minor Residential - Park Couplet (One-Way)	1	32'	-	-	-	on-street	6-14
Alley	2	22'	-	-	-	Varies	6-15

1. Landscape corridors adjacent to LDR and MDR along arterial and collector roadways will be incorporated within the right of way.
2. Landscape corridors will not be constructed adjacent to parks. Adjacent to open space, a PUE/LSE is provided (width varies) with post and cable fencing constructed 3' from back of walk. At bridge crossings, sidewalk is monolithic. On Blue Oaks Boulevard, adjacent to the WRSP open space preserve (W-81), landscape corridor width varies and street and landscape corridor improvements do not extend beyond the south edge of pavement of existing Phillip Road. See Figure 6-4.
3. Auxiliary lanes, turn lanes, bus turn-outs, and standard tapers are permitted reductions to the landscape corridors (PUE/LSE) or paseos. See Figure 6-16. Minimum landscape corridor width of 20' shall be maintained behind bus shelters.
4. Standard paseo geometry varies at Park (C-60) and School (C-80) to 10' planter and 10' detached sidewalk.
5. On Benchmark Drive west of Westbrook Boulevard at Open Space (C-51) and P/QP-electric substation (C-81) a 10' detached walk will be constructed.
6. Rolled curb and gutter is permitted with detached walks where residential unit driveways access the street.

Figure 6.1: Roadway System



Arterial Roadways

Arterial roadways are primary circulation routes which provide linkages between sections of the City and the regional circulation system. Arterial roadways carry relatively high traffic volumes and do not permit on-street parking. In the CSP, arterials are six (6) lanes and include landscape medians, on-street bike lanes, and adjacent landscape corridors with eight-foot (8') detached sidewalks. The eight-foot (8') sidewalks along arterial streets also function as Class IA paths, which provide an option for bicyclists to ride on a street-separated path versus riding on the street. Figures 6-2 through 6-6 depict CSP arterial roadway design. Where adjacent to LDR and MDR land uses, the right-of-way dedication will include the landscape corridor.

The CSP includes two arterial roadways:

- ❑ Blue Oaks Boulevard
Figures (6-2, 6-3, 6-4)
- ❑ Westbrook Boulevard
Figures (6-5, 6-6)

❑ **Blue Oaks Boulevard.**

(Figures 6-2, 6-3 and 6-4)

Blue Oaks Boulevard will be constructed and improved in phases, with an ultimate section of six lanes (100-foot right-of-way). Blue Oaks Boulevard includes a 14-foot landscaped median, portions of which can be used for left turn pockets where appropriate. On the north side of Blue Oaks Boulevard, the landscape corridor width is 50 feet. On the south side of Blue Oaks Boulevard, the future landscape corridor is 50 feet east of Westbrook Boulevard, off-site.

Figure 6-2
Blue Oaks Boulevard
East of Westbrook Boulevard

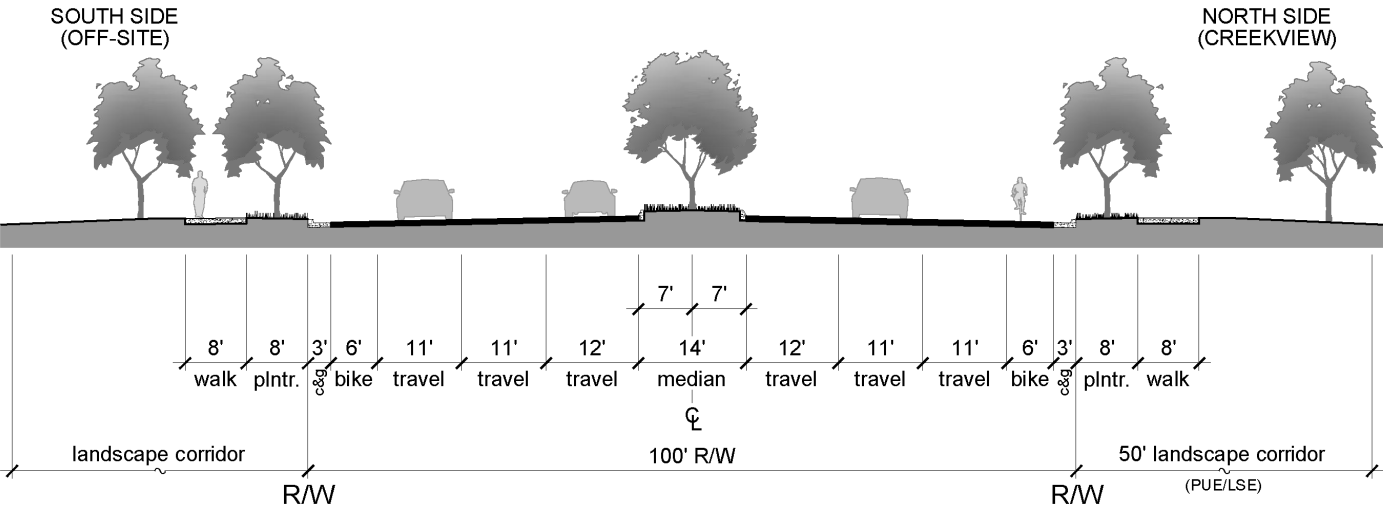


Figure 6-3
Blue Oaks Boulevard
West of Westbrook Boulevard

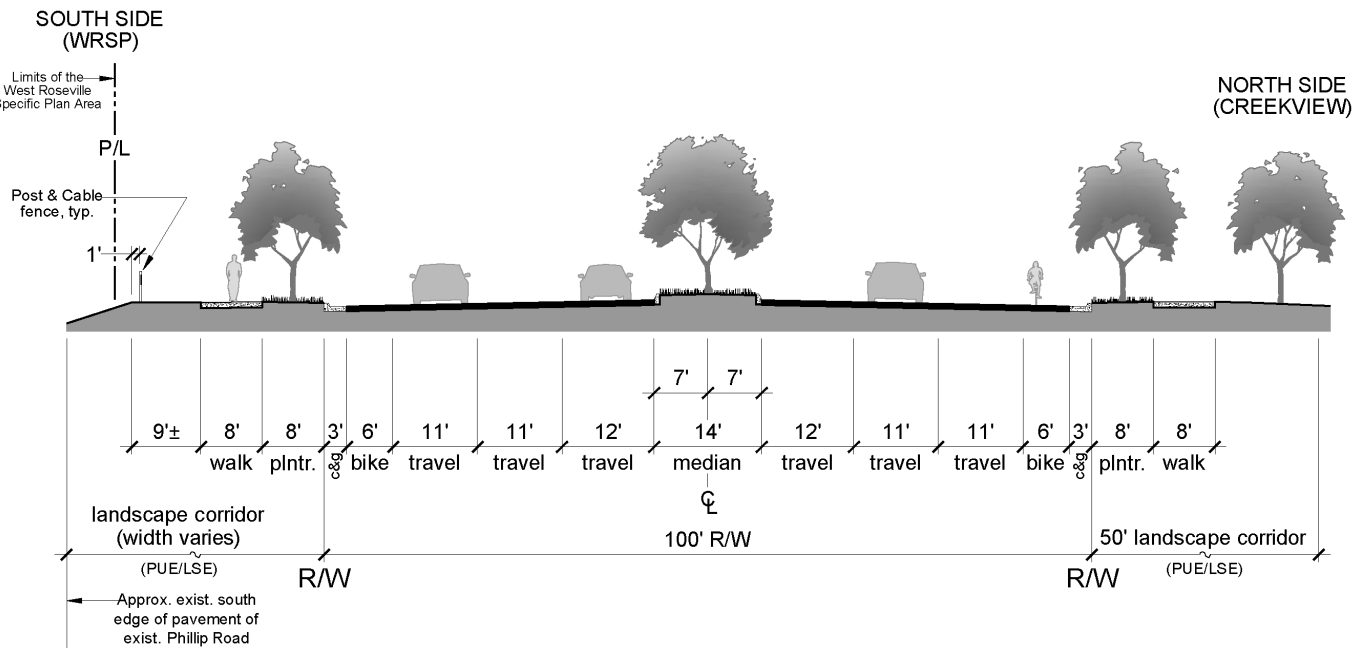
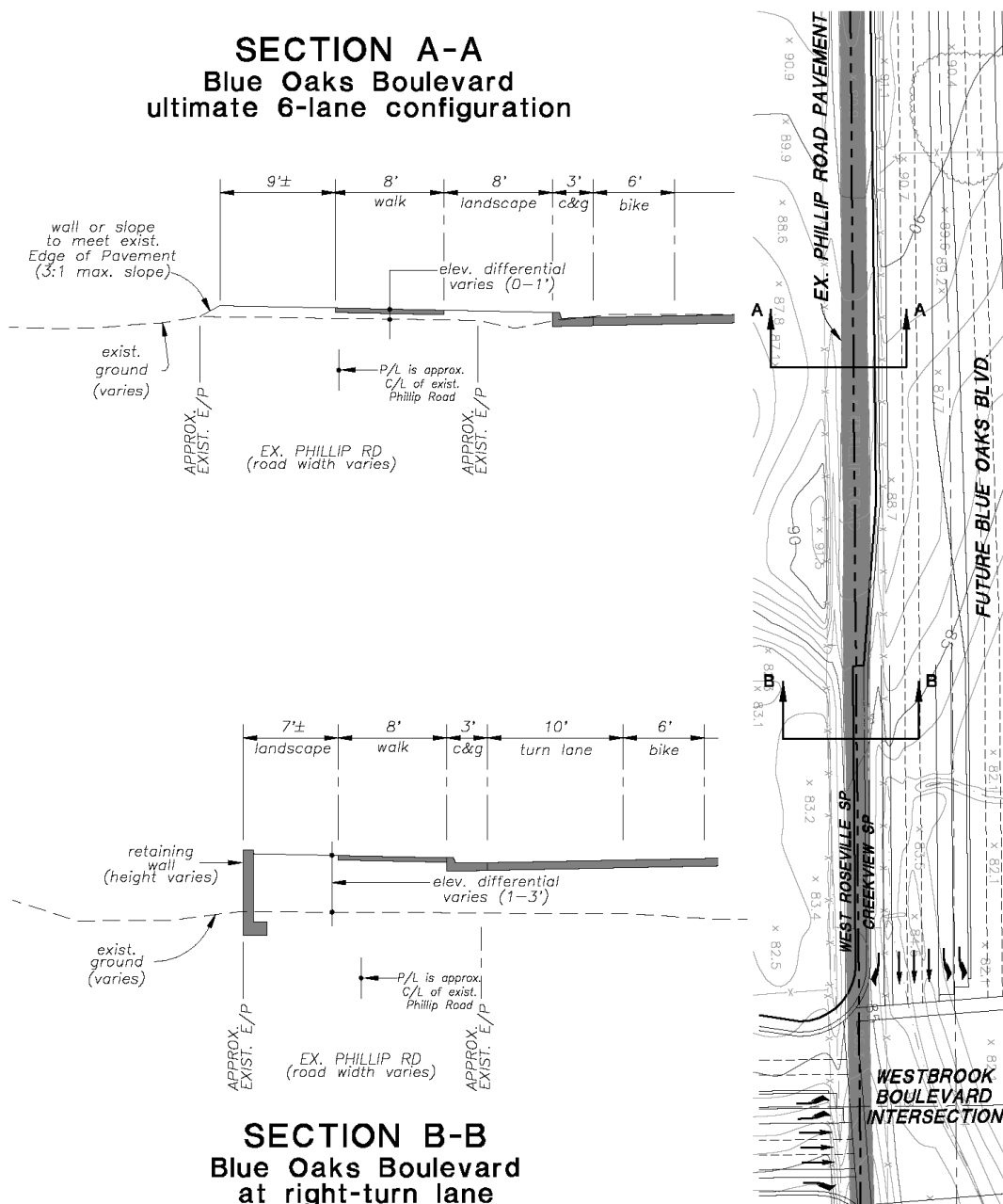


Figure 6-4 illustrates the geometry of the south side of Blue Oaks Boulevard, west of Westbrook Boulevard and adjacent to Open Space Parcel W-81 in the West Roseville Specific Plan. Sections A-A and B-B are relative to the paved portion of existing Phillip Road and the existing conservation easement on Open Space Preserve (Parcel W-81).

Figure 6-4
Blue Oaks Boulevard
 Interface with WRSP Open Space W-81



❑ **Westbrook Boulevard.**

(Figures 6-5 and 6-6)

Westbrook Boulevard will be constructed and improved in phases, with an ultimate section of six lanes (100-foot right-of-way). Westbrook Boulevard includes a 14-foot landscaped median, portions of which can be used for left turn pockets where appropriate. Landscape corridors are located on both sides of the right of way.

To accommodate 60kV power lines, the landscape corridor on the east side of Westbrook Boulevard will be 50 feet. Where Westbrook Boulevard is located adjacent to or crosses resources, the design shall be coordinated with 404 permit requirements.

At the Pleasant Grove Creek crossing, there is no landscape corridor and an 8-foot (8') walkway is on the bridge structure and the 60kV powerlines are within open space. At the creek crossing, the landscape median is replaced by an opening mid-way on the bridge structure.

Figure 6-5
Westbrook Boulevard

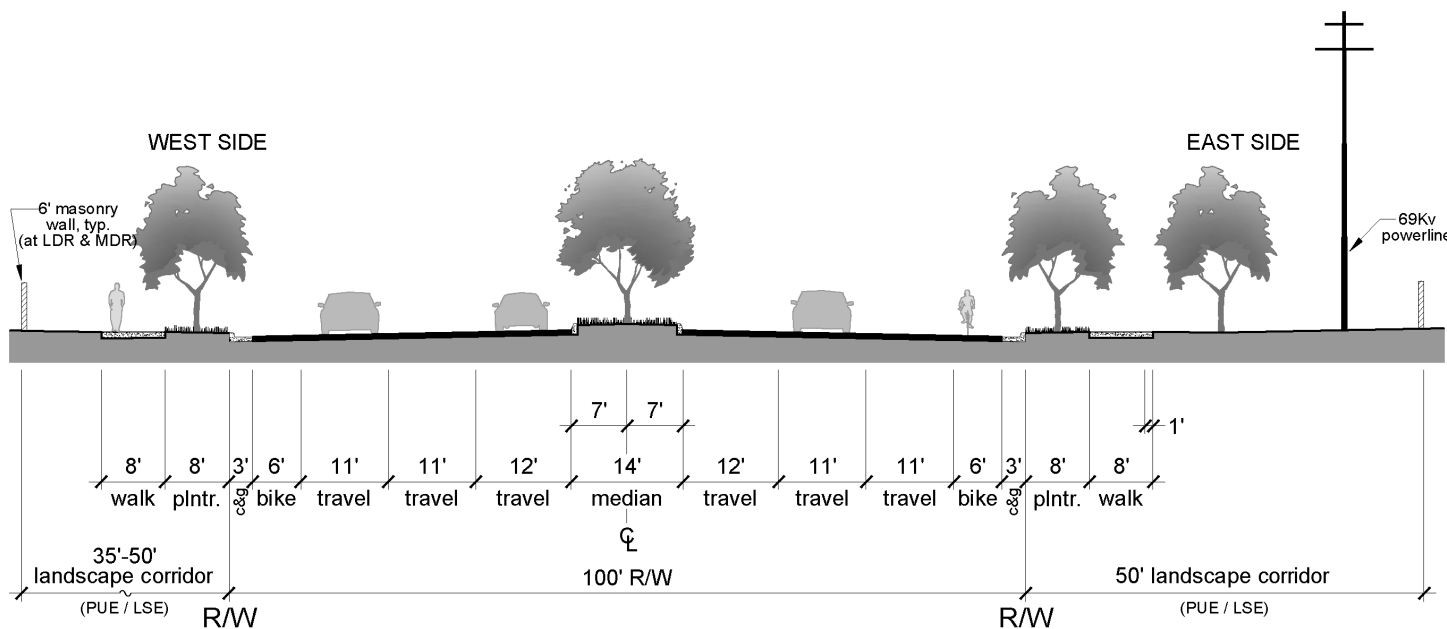
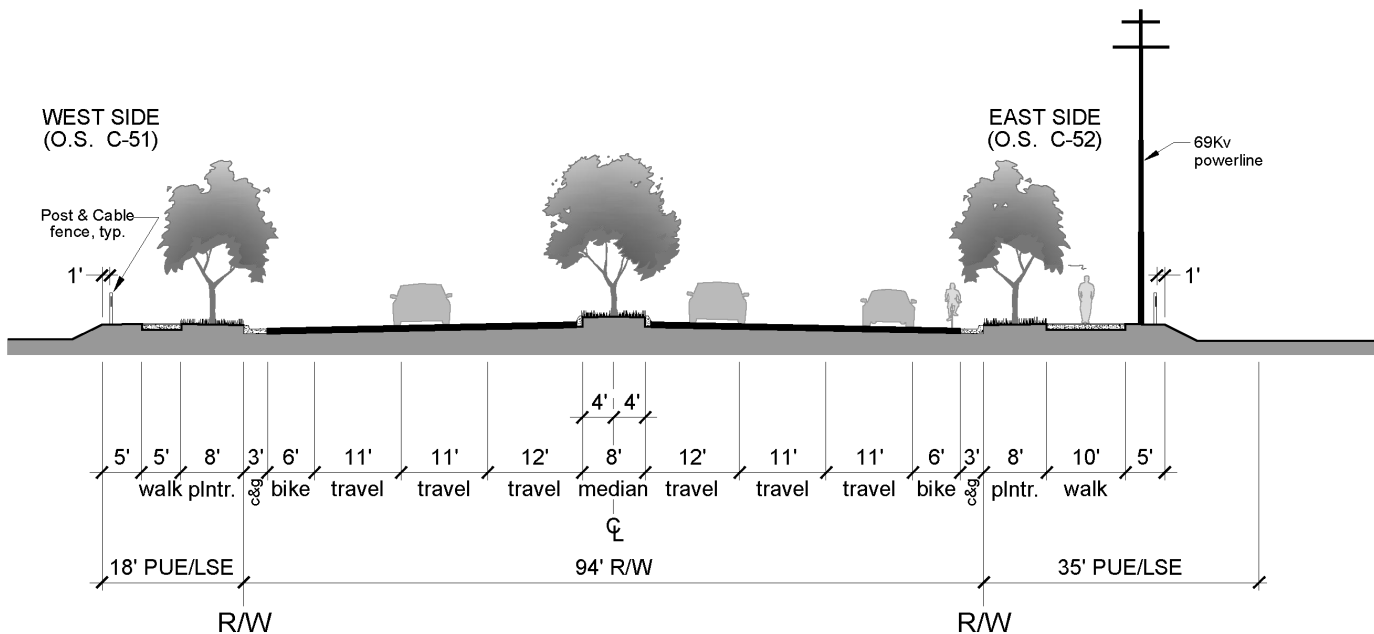


Figure 6-6
Westbrook Boulevard
Adjacent to Open Space Parcels C-51 and C-52



Collector Roadways

Collector streets are secondary circulation routes which distribute trips from the arterial street system to the local street system. Consistent with the City's improvements standards, collector streets provide two travel lanes and on-street Class II bike lanes. A modification to the City's standard collector street design is incorporated in the CSP, which reduces the pavement and travel lane widths to accommodate neighborhood design objectives.

This modification, in combination with an enhanced landscape corridor (i.e. paseos) is intended to reduce travel speeds and create more walkable street corridors for pedestrians.

Where adjacent to LDR and MDR land uses, the right-of-way dedication will include the landscape corridor. Design standards for collectors in the CSP include paseos along the street edge.

Design standards for each street are illustrated in Figures 6-7 through 6-10.

Figure 6-7
Holt Parkway

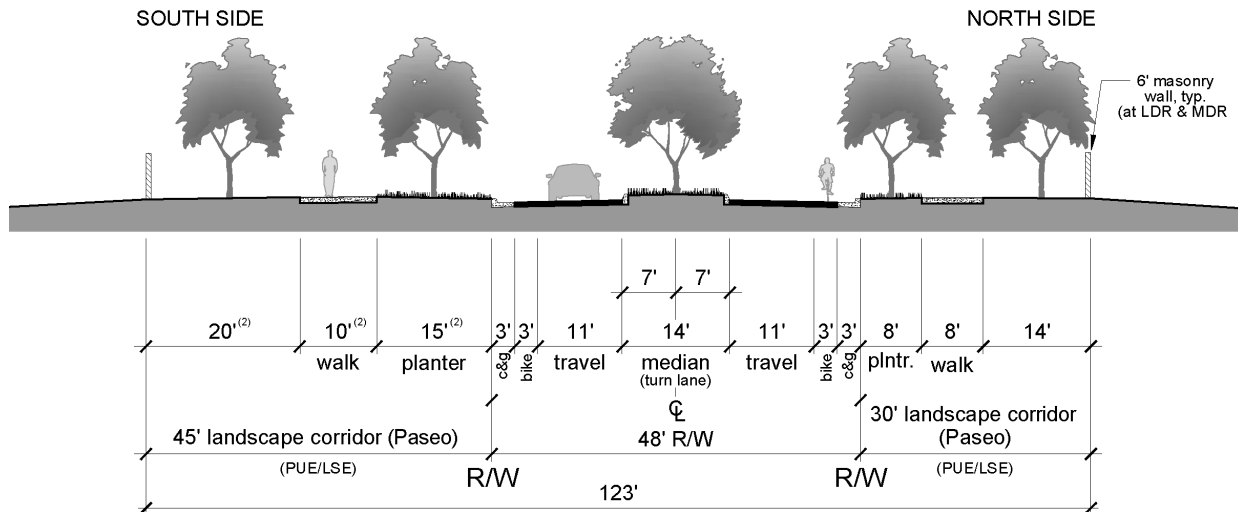


Figure 6-8
Benchmark Drive
Westbrook Boulevard to Park (C-61)

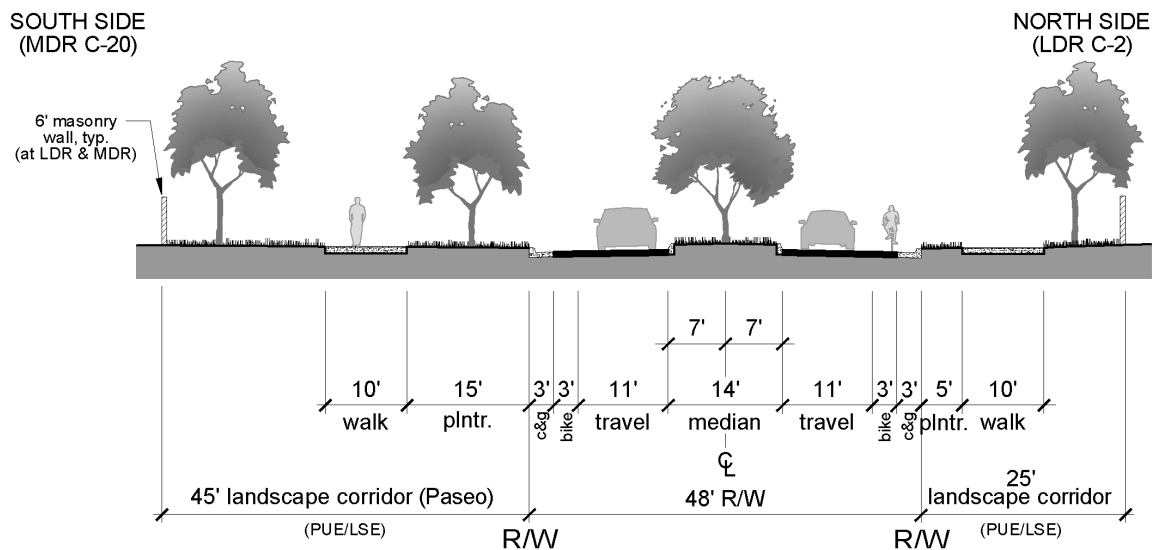


Figure 6-9
Lower Bank Drive
West of Westbrook Boulevard
to East Edge of Park (C-63)

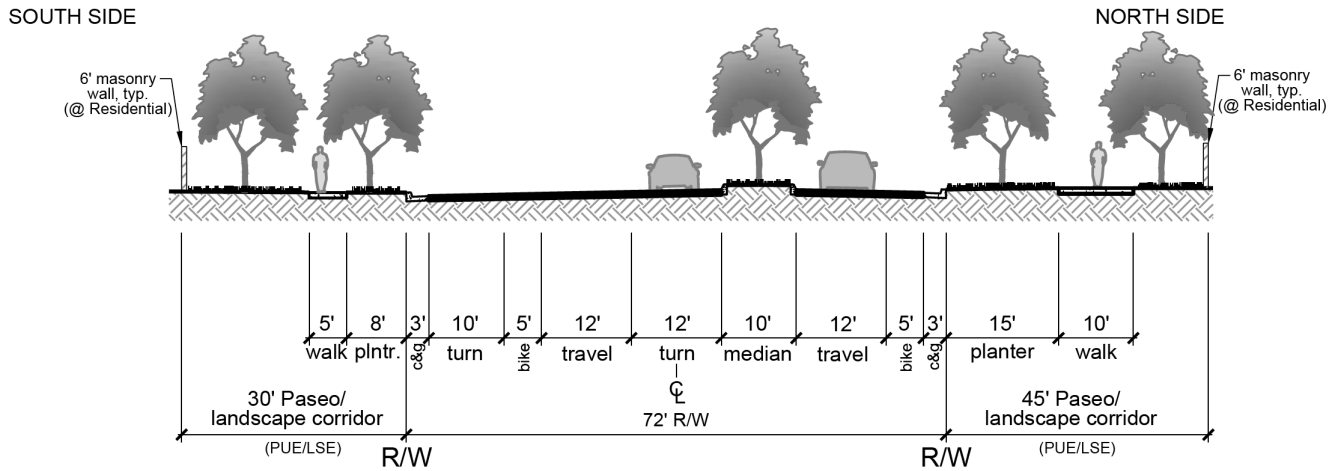
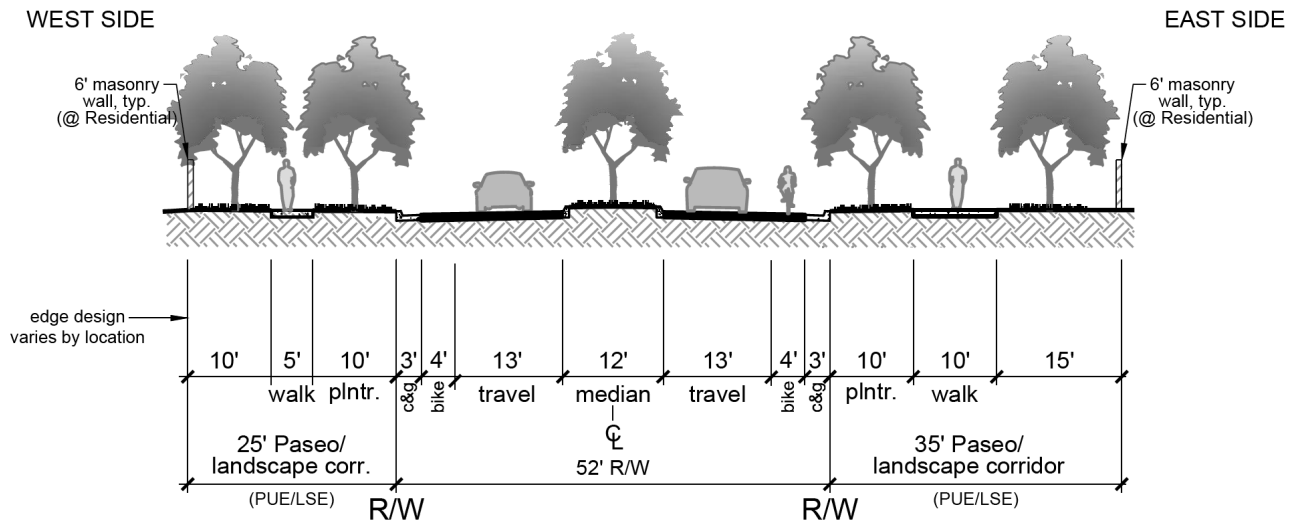


Figure 6-10
Lower Bank Drive
Westbrook Boulevard to Blue Oaks Boulevard



Local Roadways and Alleys

Local roadways provide direct access from collector streets through neighborhoods to residential units. The typical design standards for local streets include two travel lanes with space for on-street parallel parking and an adjacent attached or detached sidewalk. The CSP plans several types of local roadway design standards, depending on the location and desired interface between homes and the street. The CSP provides options for the design of local streets, which allow use of either detached or attached sidewalks. These street types are provided in several classifications as summarized below:

❑ Primary Residential Street.

(Figures 6-11 and 6-12) Primary Residential Streets are used to accommodate higher traffic volumes and are placed adjacent to schools and parks, consistent with the City's roadway improvement standards. Type 2 (vertical) curbs are used adjacent to open space areas, schools, and parks. The sections differ in the right-of-way width to accommodate attached and detached sidewalk conditions. The CSP provides two design standards, one with an attached four-foot (4') wide sidewalk, and one with a five-foot (5') wide sidewalk separated from the curb by a five-foot (5') wide planter.

Figure 6-11
Primary Residential Street
Detached Walk

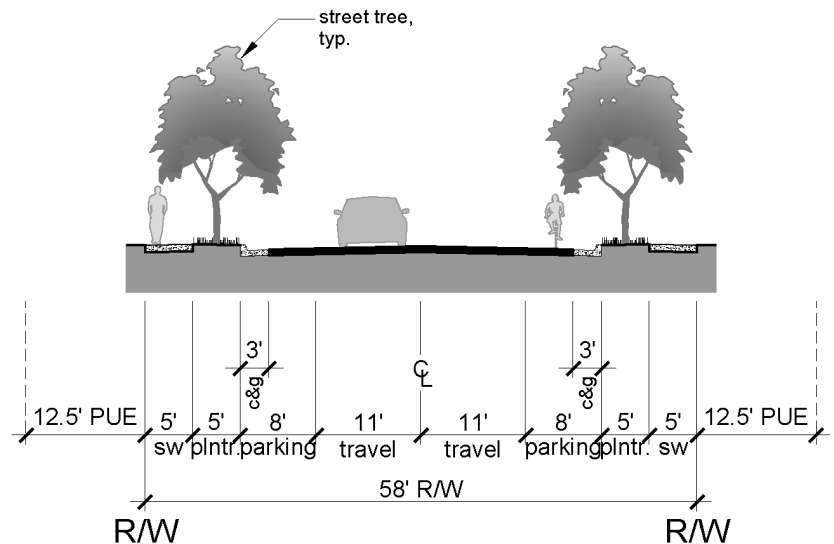
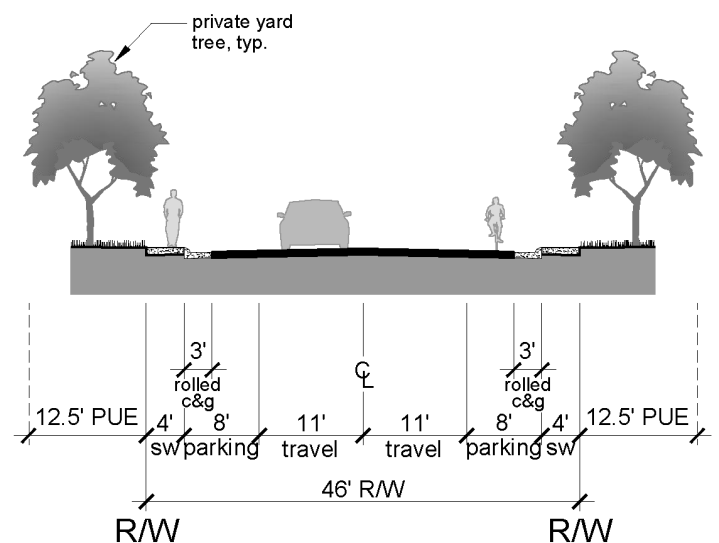


Figure 6-12
Primary Residential Street
Attached Walk

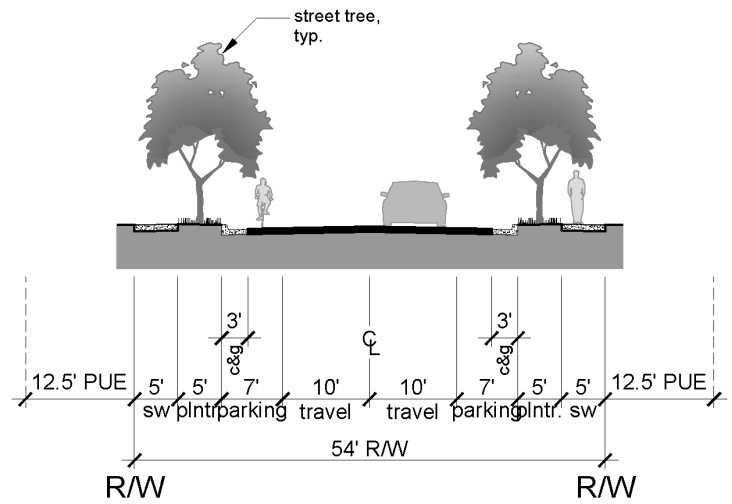


Minor Residential Street (Figures 6-13 and 6-14)

Minor Residential Streets are used to carry lower traffic volumes than Primary Residential Streets, consistent with the City's roadway improvement standards. Three design sections are provided, two of which include two travel lanes and on-street parallel parking. These sections differ in their right-of-way width to accommodate attached and detached sidewalk conditions. Additionally, a design section for a one-way street at Park Parcel C-63 is included, which includes one travel lane and on-street parking for one side of the street.

The CSP provides three design standards, one with an attached four-foot (4') wide sidewalk, one with a five-foot (5') wide sidewalk, separated from the curb by a five-foot (5') wide planter, and one with a five-foot (5') wide attached sidewalk along Park Parcel C-63.

**Figure 6-13a
Minor Residential Street
Detached Walk**



**Figure 6-13a
Minor Residential Street
Detached Walk**

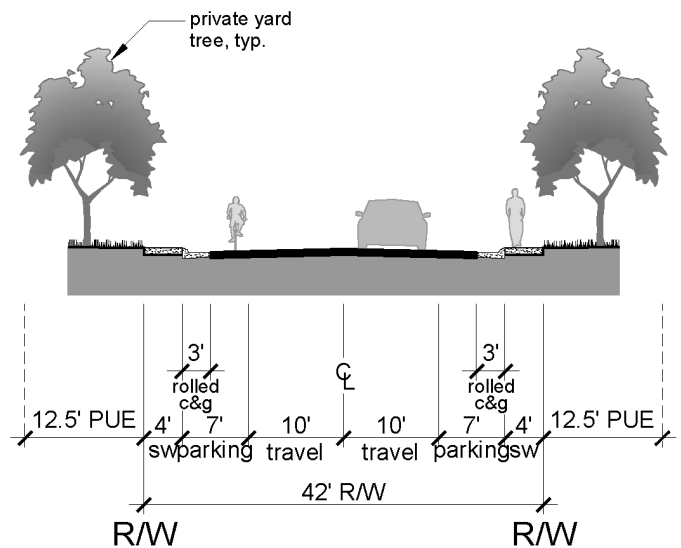
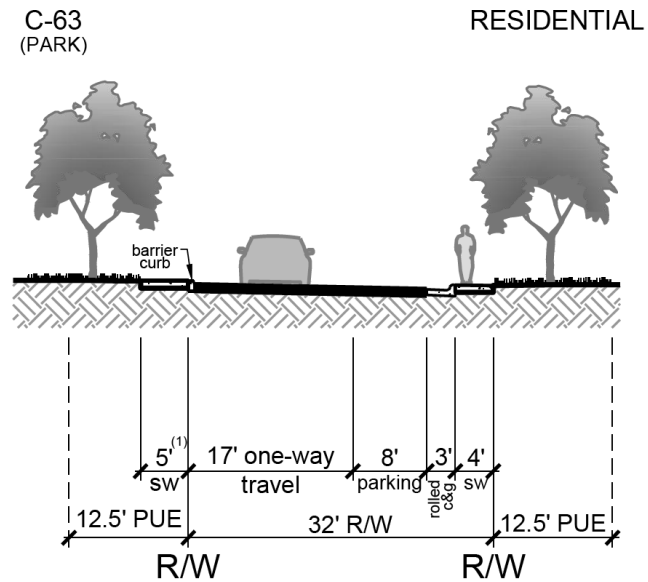
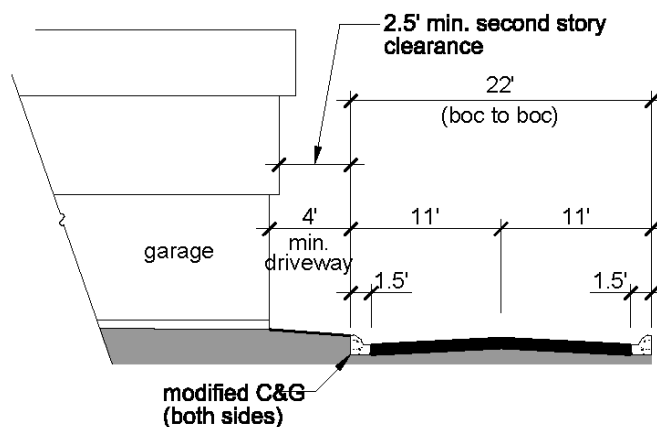


Figure 6-14
Minor Residential Street
Park Couplet (one-way)



- ❑ **Alley.** (Figure 6-15) Alleys are used to provide automobile access and service areas for residential lots with rear-loaded garages. The design standard for this street type provides a 22-foot wide back-of-curb to back-of-curb dimension to allow two-way travel.

Figure 6-15
Alley



C. Additional Street Standards

Intersection Corner Clips

As noted in the design standards for arterial and collector streets, standard City turn lanes such as turn pockets, acceleration/deceleration lanes/tapers, and bus turn outs must be accommodated at street intersections. A design standard for corner clips will compensate for width reduction of landscape corridors at street intersections. The corner clip design accommodates landscaping at major roadway intersections to ensure a high-quality streetscape, while accommodating the additional lanes needed for efficient automobile travel. The minimum design standard for intersections, including a typical design for a corner clip, is illustrated in Figure 6-16.

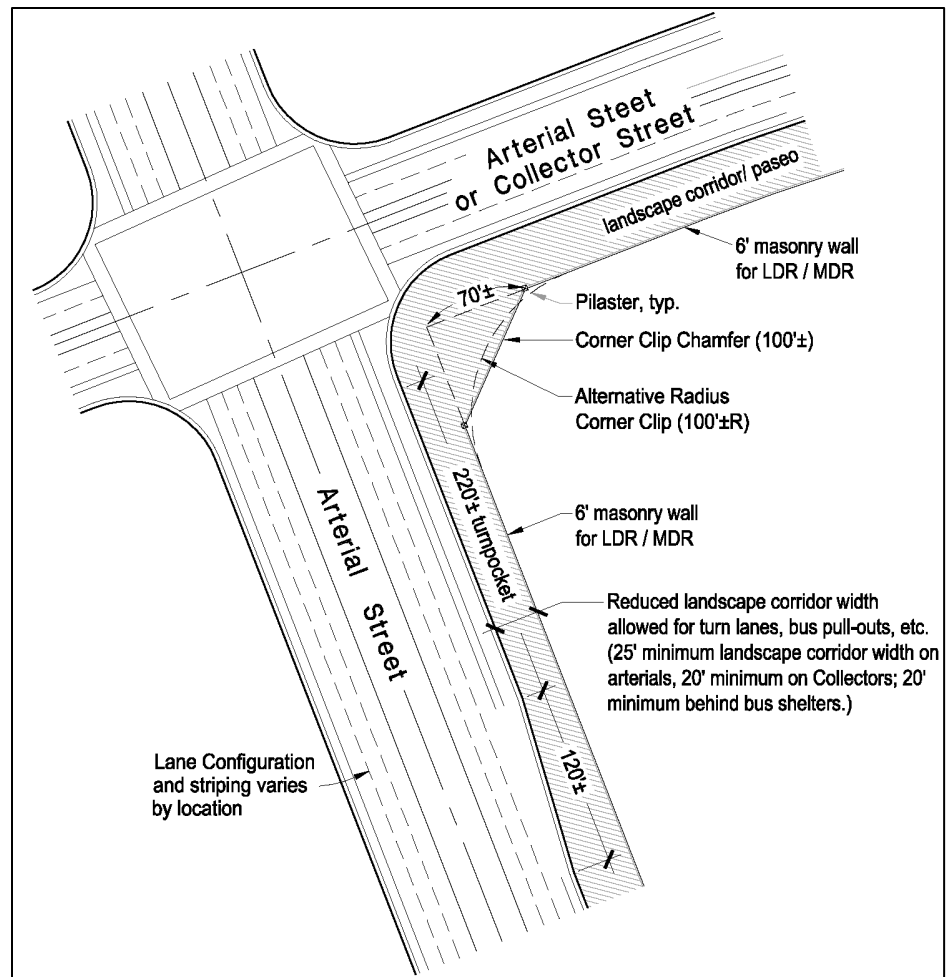


Figure 6-16: Corner Clip Design Standard

Traffic Signals, Roundabouts, and Median Breaks

The arterial and collector roadway circulation system is designed to maximize efficiency for automobiles and enable safe movement for bicyclists and pedestrians. Locations of traffic signals, roundabouts, and median breaks are identified to plan for left turn movements along arterial roadways, thereby enhancing the efficiency of traffic flow and minimizing interruptions to landscaped medians. Additional median breaks may be allowed without amending this Specific Plan subject to approval by the Public Works and Planning Departments. Locations of signals and median breaks are illustrated on Figure 6-17.

6.2 Bikeway and Pedestrian Network

A comprehensive system of multi-use paths and bikeways is planned throughout the CSP, complementing the transportation choices available for residents, employees, and visitors. This network is an important component in providing connectivity for non-vehicular travel within the CSP. The system of bikeways and multi-use paths provides off-street linkages and connects with Roseville's existing facilities, and with facilities planned in the Al Johnson Wildlife Area and with the Pleasant Grove Creek corridor via planned bikeway facilities in the West Roseville Specific Plan.

For the CSP, this network consists of the following components:

- ☐ Paseos
- ☐ Class IA Paths
- ☐ Class I and II Bikeways
- ☐ Sidewalks

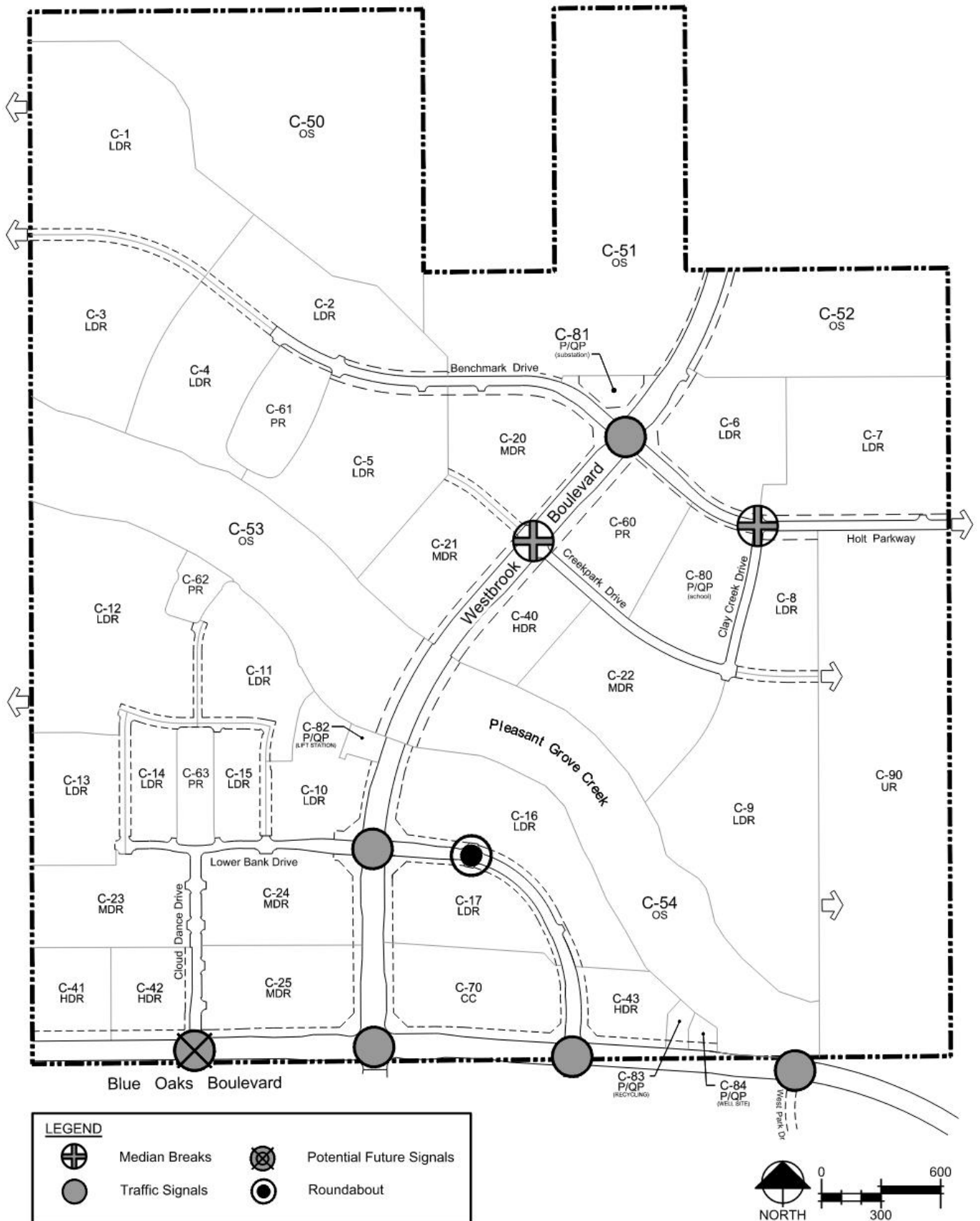
Enhanced pedestrian paths consist of two key elements: the multi-use pathways located in the system of paseos, and Class 1A paths located along arterial roadways. These features are the most prominent elements of the bikeway and pedestrian network, providing street-separated linkages throughout the community.

A. Paseos

Paseos are specially-designed landscape corridors, along key roadways which form a plan-wide network of street-separated pathways for bicycle and pedestrian circulation. Within the paseo corridors, pathways are ten (10') feet wide and serve both bicycles and pedestrians. They are also a significant component of CSP's circulation system which enhances neighborhood design and streetscape and enhances the quality of life for future residents.

Paseos are planned along collector streets and through some neighborhoods along primary residential streets for cross

Figure 6-17: Traffic Signals, Roundabouts, and Median Breaks



connectivity. Neighborhood paseos link to the two pedestrian/bicycle bridges located east and west of the Westbrook Boulevard bridge. Paseos range in width, depending on the location. Improvements typically include water conserving landscaping, recycled water for irrigation, efficient low water use irrigation systems and controls, and security lighting.

Details regarding paseo design and interfaces with residential areas and use application in the CSP are provided in Section B.5 of the CSP Design Guidelines (Appendix B).

B. Class IA Paths

A principal component of the pedestrian path system is the Class IA paths within the landscape corridors of arterial roadways. These pathways typically consist of an eight-foot (8') wide sidewalk and are multi-use, providing connections among parks, schools, open space areas, and residential neighborhoods within the CSP. The Class IA paths also connect to the natural open space areas, linking with the Class I bikeway system to provide enhanced connections among land uses. Class IA paths are illustrated in the various street sections for arterial roadways in Section 6.2.

C. Class I and II Bikeways

The bikeway network consists of approximately 3.5 miles of Class I and Class II bikeways, as shown on Figure 6-18. The bikeway system encourages pedestrian and bicycle

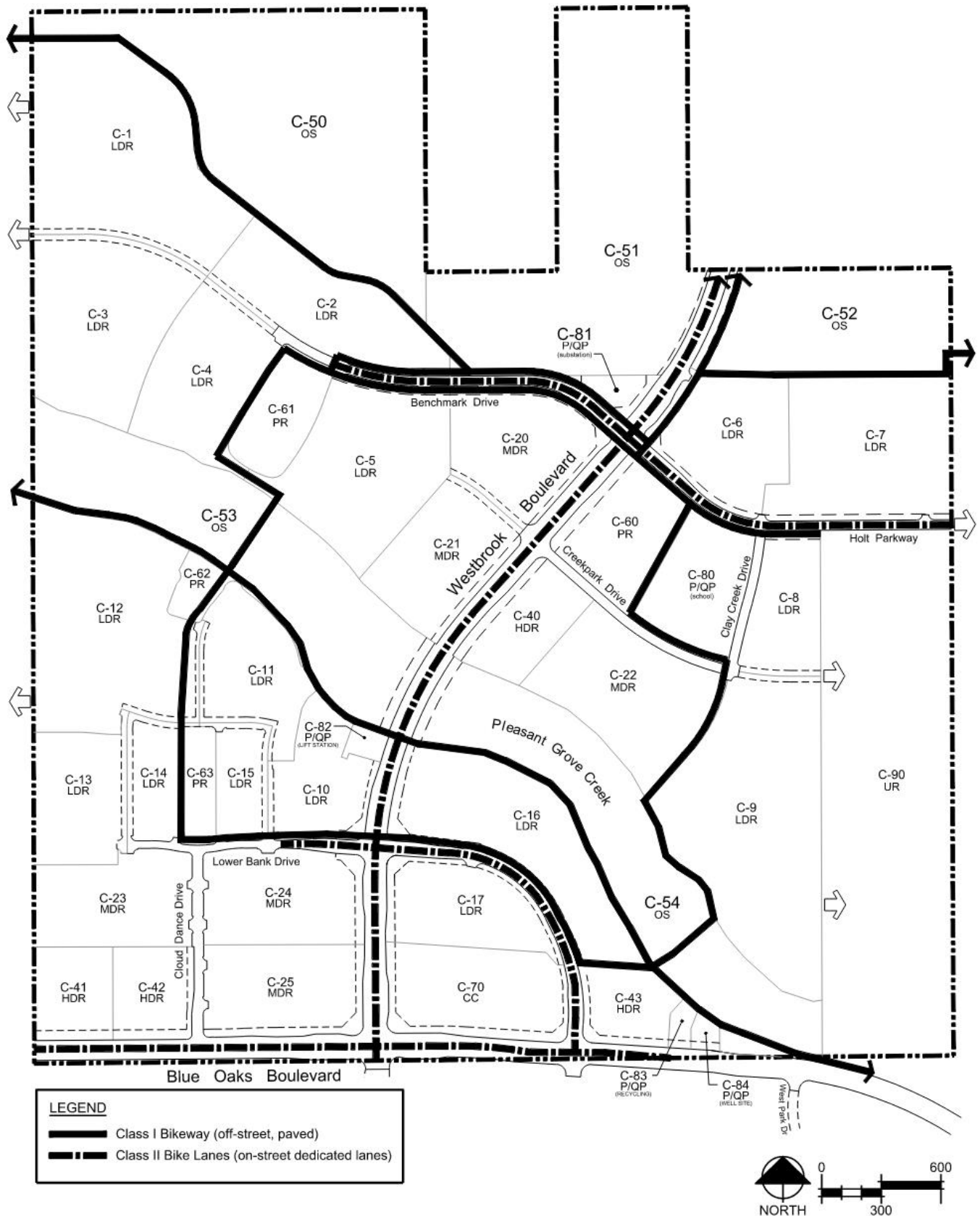
movement within the CSP and provides linkages among land uses and to existing and planned pedestrian and bicycle facilities in the City and region.

The planned network of bikeways consists of two components: Class I bike paths located in or adjacent to open space corridors with no vehicular interruptions, and Class II bikeways within arterial and collector streets. Together, these components provide a comprehensive system of on and off-street bikeways to link all neighborhoods of the community.

Class I bike paths are located along the south side and portions of the north side of the Pleasant Grove Creek corridor and along the south side of the Northern Preserve (Parcels C-50, C-51 and C-52). These corridors provide east/west connections through the CSP which connect on the east with paths in the West Roseville Specific Plan and on the west to future facilities in the Al Johnson Wildlife Area. Per City standards, these facilities typically consist of a ten-foot (10') wide paved path with lane striping and two-foot (2') decomposed granite/gravel shoulders on each side. Where paths are adjacent to resources, the design shall be coordinated with the 404 Permit requirements to avoid resources.

Class II bikeways are designated bike lanes located on arterial roadways and collector streets. The width of these lanes varies depending on the roadway type and bike lanes are delineated with signage and painted

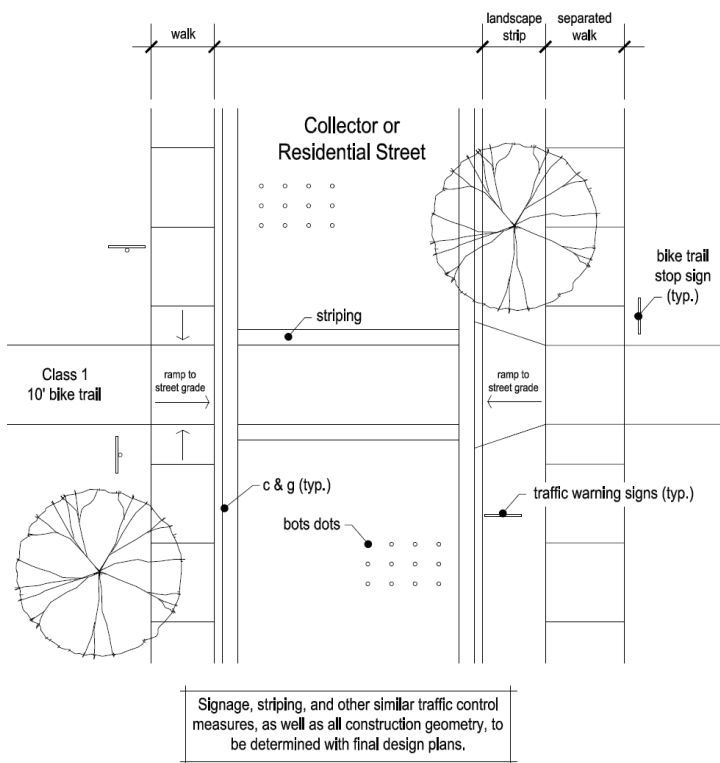
Figure 6-18: Class I and II Bikeways



stripes. Locations of Class II bikeways are identified in street sections on Figures 6-2 through 6-10.

The Class I bikeway system is designed to minimize barriers and reduce potential travel disruptions. At grade crossings of streets will occur where Class I paths intersect at or near signalized intersections. Signage and delineation of bikeway crossings will be provided at these crossings, per City standards, as shown on Figure 6-19.

**Figure 6-19
Bike Path Street Crossing**



The CSP promotes frequent connections between the Class I system and adjacent uses. Where a single loaded street abuts open space, park or paseos, the Class I path

(separated from street) may replace the standard sidewalk on the open space side of the street and paved links to the Class 1 bikeway will be provided. Where a cul-de-sac or loop street, multi-family or non-residential project abuts the Class I path, a paved link may be provided to the path when feasible. The Class I system within an open space area may meander to minimize impacts and to create visual interest.

Barriers (bollards, rail fence, vertical curbs, post and cable, posts, etc.) will be used along bike paths to separate the pathways from open space preserve areas, if required by a Section 404 permit issued under the federal Clean Water Act. Such barriers shall comply with the 404 permit regarding use of the preserve area, and with City design, maintenance and public safety requirements.

D. Sidewalks

Sidewalks are required along all CSP public roadways (except alleys). For local streets, sidewalks consist of either a four-foot (4') wide attached sidewalk or a five-foot (5') wide detached sidewalk. Collector streets include an eight to ten foot (8-10') wide detached sidewalks within landscape corridors. Where a paseo is located along a collector or primary residential street, the sidewalk is ten feet (10') wide and is designed to be shared by pedestrians and bicyclists. (refer to CSP Design Guidelines in Appendix B for more information). The typical eight-foot (8')

wide detached sidewalks within landscape corridors along arterial streets are considered Class IA enhanced pedestrian paths, which are also shared by bicyclists and pedestrians.

6.3 Public Transit

Public transit, another transportation choice supported in the CSP, may include a combination of bus service systems via Roseville Transit with connections to Sacramento Regional Transit and Placer County Transit. These services will utilize CSP's roadway systems to provide local and regional transit connections for community residents.

Roseville Transit provides fixed route and Dial-A-Ride services within the City, as well as fixed route commuter services between Roseville and downtown Sacramento, and between Roseville and the Highway 50 corridor. The fixed route local and commuter systems operate on regularly scheduled routes, with the Dial-A-Ride system providing demand responsive curb-to-curb service. Roseville Transit users connect to Placer County Transit and Sacramento Regional Transit at transfer points at the Roseville Galleria and Orlando Avenue at Louis Street.

Blue Oaks Boulevard and Westbrook Boulevard are planned to accommodate future bus rapid transit (BRT) routes. BRT transit stops are planned at the intersection of Lower Bank Drive ~~and~~ _____

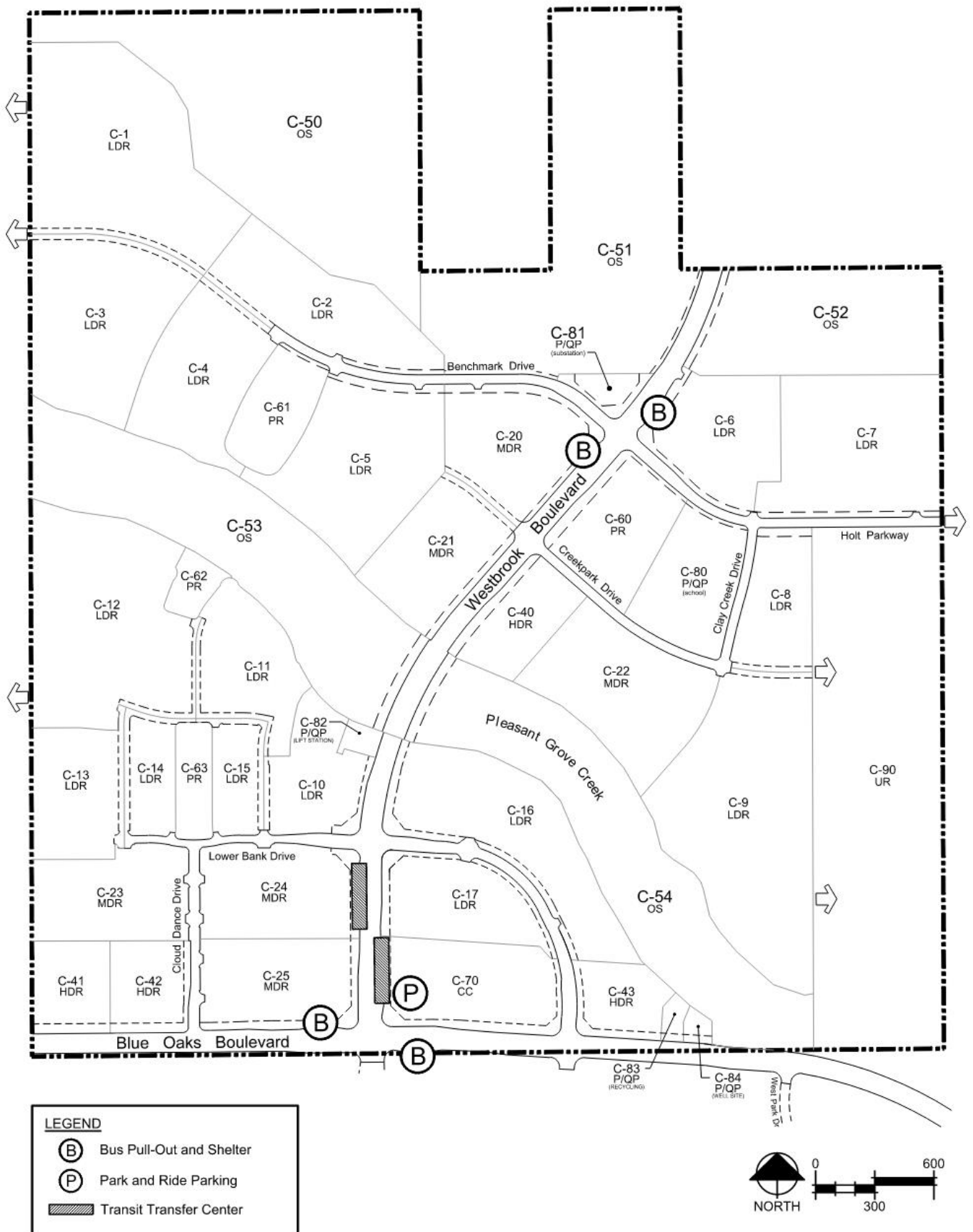
Westbrook Boulevard, as shown on Figure 6-20. BRT would provide an express bus commuter service throughout western Placer County and to downtown Sacramento employment centers. This service would also provide connections to other transit hubs, including light rail facilities in Sacramento County.

To facilitate the expansion and use of transit, higher-intensity land uses are planned near transportation corridors and transit stops. These uses include high density residential and commercial uses located south of the creek.

A transit transfer center is planned on Westbrook Boulevard, between Blue Oaks Boulevard and Lower Bank Drive. The transfer center will include queuing space for buses, a pedestrian shelter area, and other amenities as described in the Development Agreement and show on Figure B-9 of the Creekview Design Guidelines.

The transit transfer center would enable riders of BRT and Roseville Transit to transfer routes. Bus turnouts and shelters will be located and constructed in accordance with City Improvements Standards and as otherwise required by the Public Works Director for specific projects.

Figure 6-20: Transit Facilities



6.4 Park and Ride Facilities

Park and ride lots provide parking for commuters to leave their vehicles to meet carpools, vanpools or access transit services. In the CSP, a park and ride lot is planned at the commercial center (Parcel C-70) located at Westbrook Boulevard and Blue Oaks Boulevard. The park and ride facilities will include twenty-five (25) park and ride spaces of which two spaces will provide electric car charging stations. The site designated to provide park and ride facilities is identified on Figure 6-20.

Park and ride lots are intended to be made available to commuters during normal commute hours on a daily basis. Park and ride spaces will be provided in addition to the minimum required parking spaces for the project development and maintained by the project developer. Additional information regarding the obligations for the construction of park and ride lot, including related facilities, is included in the CSP Development Agreement.

6.5 Transportation Systems Management

Transportation System Management (TSM) measures are designed to reduce the number and length of home-to-work commute trips through actions such as ridesharing, flexible work hours, and support of public transportation. Any project site, common work location, or employer with fifty (50) or more employees is required to comply with the City of Roseville TSM Ordinance and shall incorporate TSM measures to the degree required by the Ordinance.



Section 7

Public Services

The following is
an overview of
the public

services and facilities required to meet the needs of Creekview Specific Plan (CSP) residents, in accordance with the City's General Plan. Services addressed include parks and recreation, schools, libraries, police and fire protection/emergency services. Phasing and financing obligations relating to public services are outlined in the Creekview Development Agreement and in Chapter 10, Implementation. Table 7-1 summarizes the public service providers to the CSP.

Table 7-1: Public Service Providers

Service	Provider
Parks and Recreation	City of Roseville
Schools	Roseville City School District Roseville Joint Union High School District
Library	City of Roseville
Police Protection	City of Roseville
Fire and Emergency Services	City of Roseville

7.1 Parks and Recreation

The CSP features a system of neighborhood parks and open space which provides active and passive recreation, open space amenities, and pedestrian linkages.

A. Parks and Open Space Requirements

The CSP's park and recreational facilities as well as open space areas comply with the policies and requirements of the City's General Plan Parks and Recreation Element.

For new development areas, the General Plan requires nine acres of parkland provided for every 1,000 residents. This requirement is satisfied through three land-dedication components: three acres each of citywide park, neighborhood park, and open space.

Table 7-2: General Plan Park Dedication Requirements

Park Type	General Plan Standard	Credited Acreage Required
Citywide Park	3 acres per 1,000 residents	15.7 acres
Neighborhood Park	3 acres per 1,000 residents	15.7 acres
Open Space	3 acres per 1,000 residents	15.7 acres
Total Requirement		47.2 acres

The 2,011 dwelling units in the CSP generate an estimated population of 5,249 residents based on an average household size of 2.61 residents. With this estimated population, the City's provision of nine acres per 1,000 residents requires 47.2 acres of parkland in the Plan Area. The City's General Plan parkland dedication requirements are summarized below in Table 7-2.

Parks and Open Space Provided

Over 150 acres of the CSP is designated for neighborhood parks, and open space. Specifically, the CSP designates approximately 15.7 acres for neighborhood parks and 136.70 acres for open space areas. CSP's parklands are summarized in Table 7-3 and shown on Figure 7-1.

natural features.

Parkland credits for park and open space parcels are outlined in Table 7-3. The credits applied are reflective of each parcel's recreational value as a park or open space amenity.

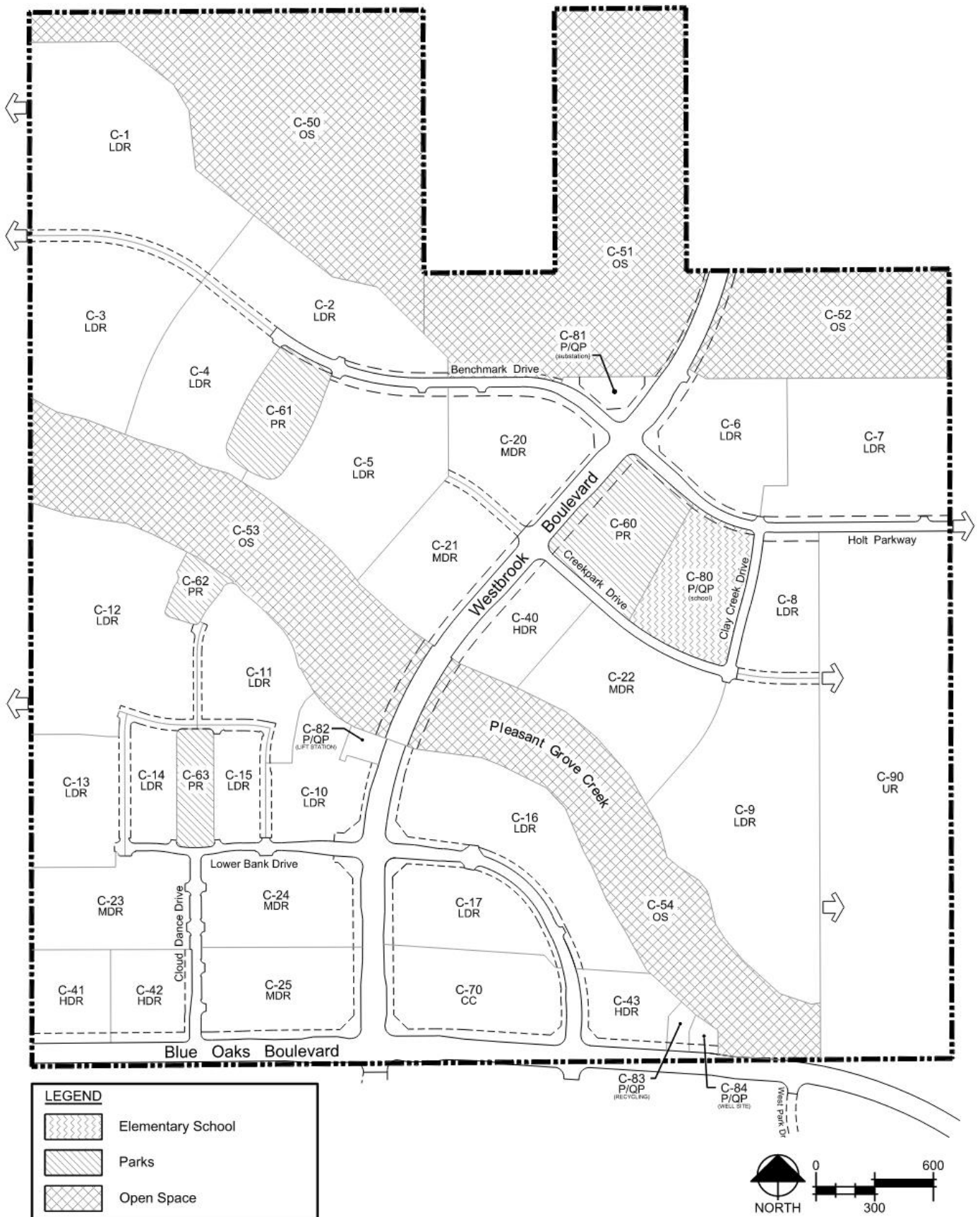
Credited Parks and Open Space

Each acre set aside for active park use is credited as a full acre towards meeting the General Plan park dedication requirement. Depending on the ultimate use, recreational value, or application of CSP's open space parcels, full or partial credit may be granted for open space land containing informal recreational facilities, open space amenities, or

Table 7-3: Park and Open Space Lands and Credit by Parcel

Parcel	Type	Acreage	Credit Ratio	Credited Acreage
Neighborhood Parks				
C-60	Neighborhood Park (Joint Use)	6.80	1:1	6.80
C-61	Neighborhood Park	4.81	1:1	4.81
C-62	Neighborhood Park	1.54	1:1	1.54
C-63	Neighborhood Park	2.53	1:1	2.53
	Subtotal	15.68		15.68
Open Space				
C-50	Open Space – Northern Preserve	36.57	0.2:1	7.31
C-51	Open Space – Northern Preserve	35.64	0.2:1	7.13
C-52	Open Space – Northern Preserve	14.79	0.2:1	2.96
C-53	Open Space – Creek Corridor	25.10	0.5:1	12.55
C-54	Open Space – Creek Corridor	24.60	0.5:1	12.30
	Subtotal	136.70		42.25
Total		152.38		57.93

Figure 7-1: Parks, Open Space and School Site



As shown on Table 7-4, CSP satisfies the City's open space and neighborhood parkland dedication requirements. The Citywide parkland dedication requirement will be satisfied using the City's park in-lieu fee, pursuant to General Plan policy and the In-Lieu Park Fee Ordinance.

In addition to park and open space areas, the CSP includes a comprehensive system of paseos. Paseos are landscaped features with walkways and bike paths in an enhanced pedestrian environment. The portions of paseos in excess of landscape corridor requirements are eligible to receive a 1:1 acre open space parkland credit. The CSP includes adequate open space to meet the General Plan open space parkland requirement. Paseos are described in Chapter 6, Circulation and in the Creekview Design Guidelines (Appendix B).

B. Park and Open Space Concept Plans

CSP's park and open space system is designed to provide linkages and recreational opportunities within proximity to all residents and employees. Park designs include reduced turf areas as a water conservation consideration focused on active recreational uses. Park designs target a 60% turf goal based on total park acreage in the CSP. Park

Table 7-4: Park Credit Summary

Park Type	Credited Acreage Required	Total Acreage Provided	Credited Acreage Received	Surplus/ Shortfall
Citywide	15.7 acres	Satisfied through in-lieu Citywide park fees for land dedication		
Neighborhood	15.7 acres	15.7 acres	15.7 acres	0 acres
Open Space	15.7 acres	136.7 acres	42.3 acres	+26.6 acres

designs will increase the use of water conserving landscapes, utilize recycled water for irrigation, and include water efficient irrigation systems and controls.

Neighborhood Parks

CSP's park system features four neighborhood parks, responsive to the recreational needs of the neighborhoods in which they are located. All of the parks are linked via the planned system of paseos and open space corridors which enhances pedestrian and bicycle access through the CSP and provides connections to existing and planned facilities throughout the City.

Neighborhood parks range in size from 1.5 to 6.8 acres. All parks will incorporate water conservation measures including turf limitations (60% on average), recycled water use for irrigation, low water use plantings and smart irrigation systems or centrally controlled irrigation systems. Below are conceptual plans for each of the park sites. The park plan concepts are subject to change based on funding, environmental conditions or other factors.

Neighborhood Park/School Parcel C-60

The largest neighborhood park is the 6.8 acre park (C-60) adjacent to the elementary school on the southwest corner of Holt Parkway and Westbrook Boulevard. School adjacency allows joint-use opportunities for outdoor recreation facilities.

Facilities in the park include active ball fields for baseball and soccer as well as a turfed play area, play structure and seating areas. Pedestrian and bicycle paths will connect through the park.

Although Park C-60 and the adjacent elementary school are located at the intersection of Westbrook Boulevard and Holt Parkway, vehicular access will be provided from Creekpark Drive on the south side of the park. Parking will be shared by the park and school.

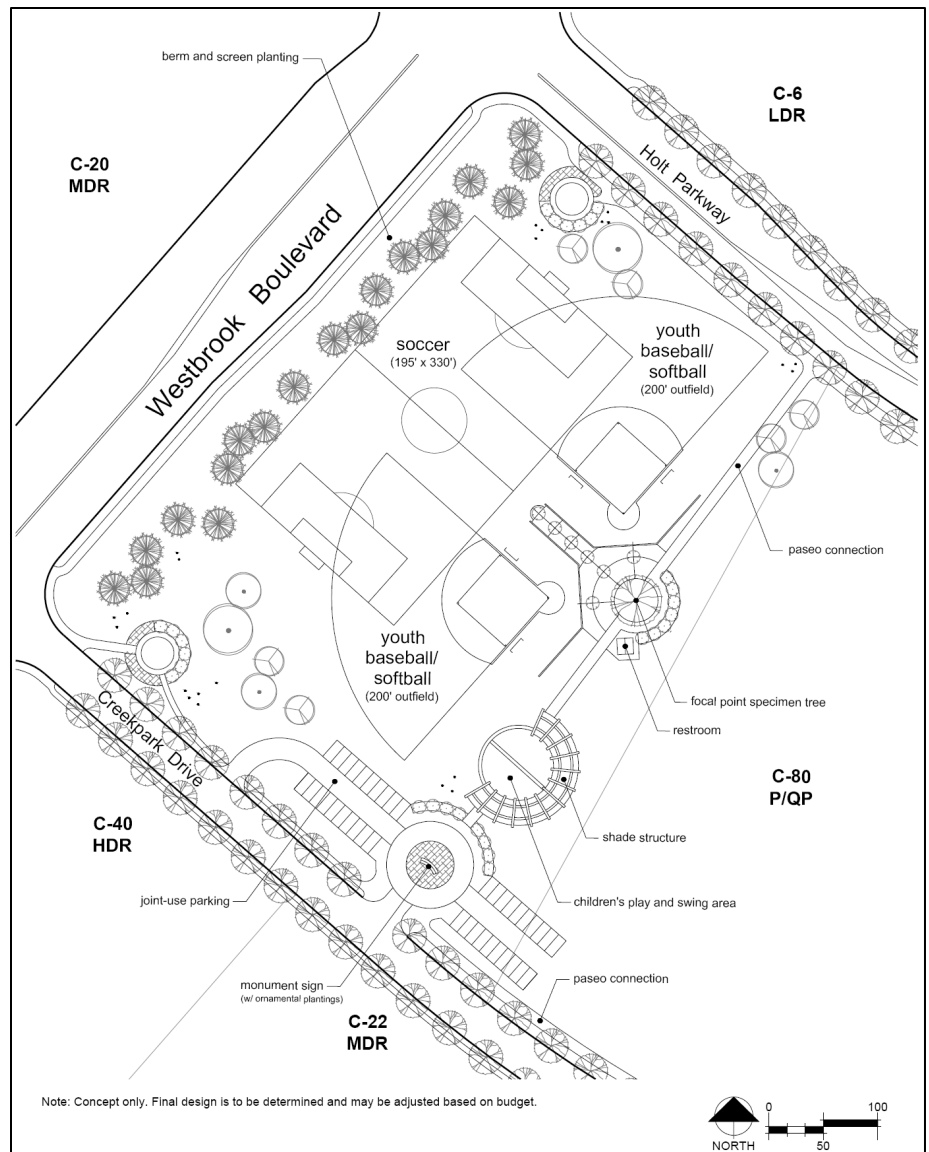


Figure 7-2: Concept Plan for Neighborhood Park/School (C-60)

The park is accessible from surrounding residential neighborhoods. Berms and screen plantings are planned along the western edge of the park to screen Westbrook Boulevard, creating a barrier to the street. Final park design may change based on the available funding and costs.

Neighborhood Park Parcel C-61

The second largest park (C-61) is 4.8 acres, located north of the creek and south of Benchmark Drive, in the western portion of the CSP.

The park is intended to serve the northwest quadrant of the CSP. The park is accessible to adjacent neighborhoods via Benchmark Drive and from the south by way of the pedestrian and bicycle crossing of Pleasant Grove Creek. Parking for the park will be on-street. A soccer field is the primary feature in this park as well as a play structure and seating areas.

Pedestrian and bicycle paths will extend into the park from the bridge crossing, through the park to the paseo on Benchmark Drive.

Where the creek crossing enters the park, a hardscape feature will create a viewing area for seating and vistas to the creek. Final park design may change based on available funding and costs.

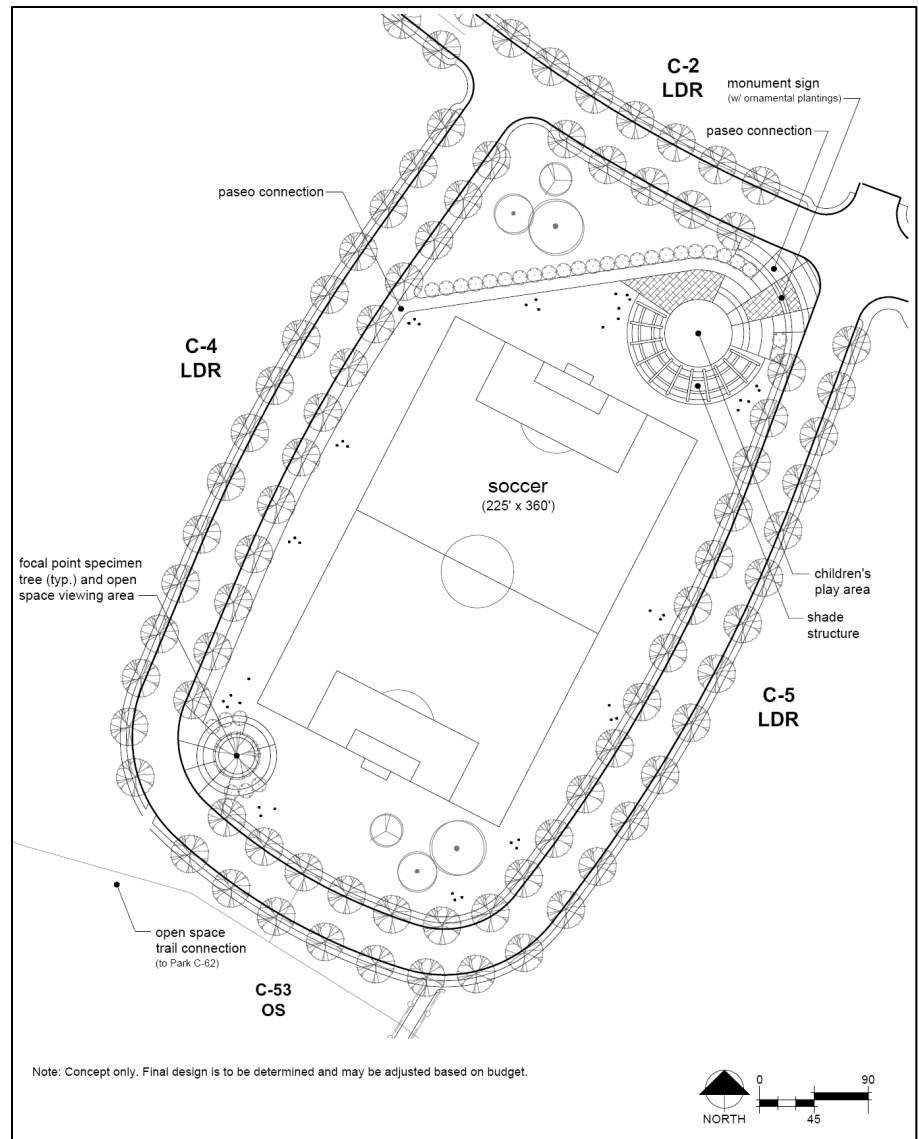


Figure 7-3: Concept Plan for Neighborhood Park (C-61)

Neighborhood Park Parcel C-62

In the southwest quadrant of the CSP, a small, 1.5-acre park (C-62) is planned south of the creek. It will connect to the Pleasant Grove Creek open space and to the park (C-61) north of the creek via the pedestrian/bicycle creek crossing.

Park C-62 is planned with informal recreation facilities oriented toward the creek. Facilities will include a multi-use turf area, children's play area, shade structures and seating areas. Where the creek crossing enters the park, a hardscape feature will create a viewing area for seating and vistas to the creek.

The park is accessible from adjacent residential neighborhoods south of the creek. Pedestrian and bicycle paths will connect through the park and on-street parking will be available. Final park design may change based on the available funding and costs.

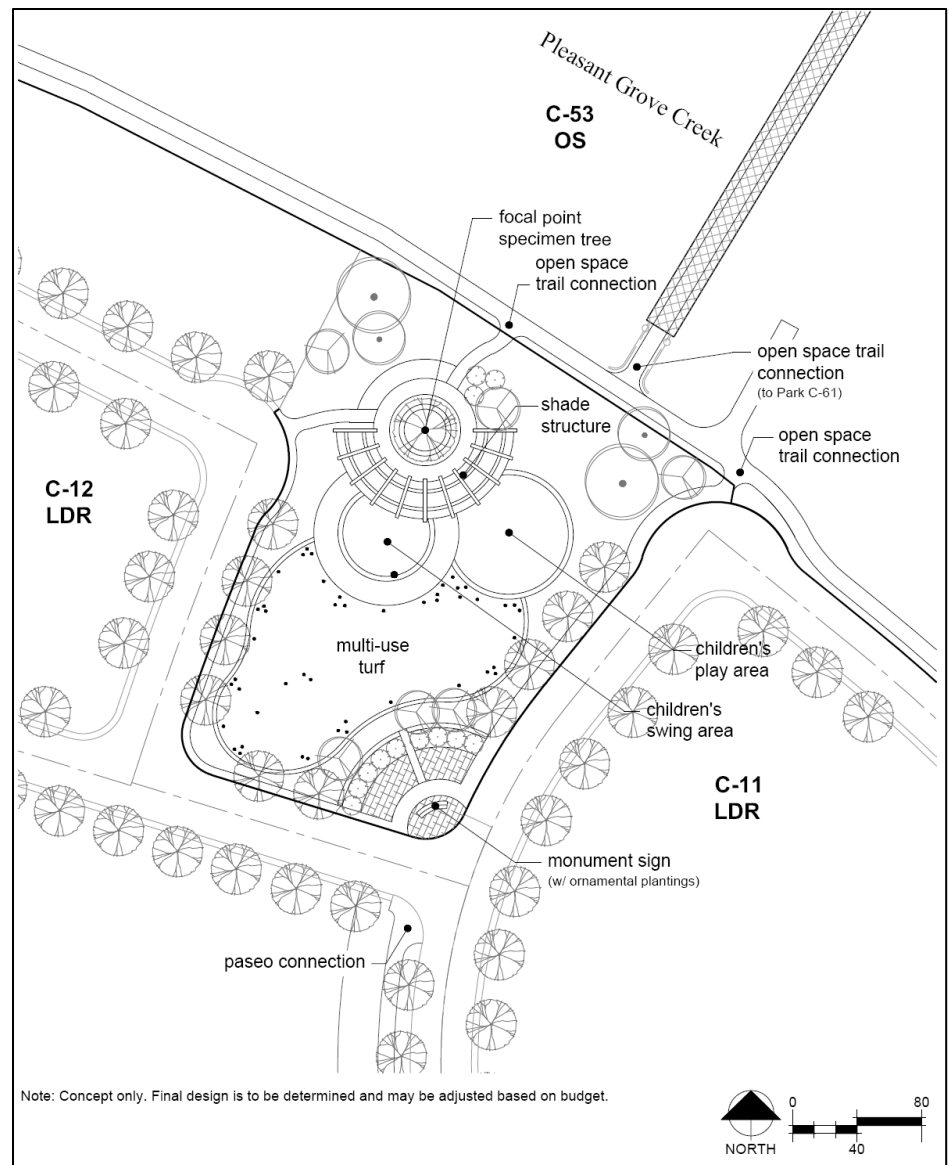


Figure 7-4: Concept Plan for Neighborhood Park (C-62)

Neighborhood Park Parcel C-63

A 2.5-acre park site (C-63) is located north of Lower Bank Drive in the southwest quadrant of the CSP.

This neighborhood park is intended to provide recreation facilities in the portion of the Plan Area where residential densities are the highest and active play areas may be of greater demand. The park is accessible to adjacent neighborhoods from Lower Bank and Grasscreek Drives. Parking for the park will be on-street.

Active recreation facilities are planned such as sand volleyball courts and half-courts for basketball. A children's play area, shade structure and seating areas are also provided. Pedestrian and bicycle paths will extend through the park to link adjacent paseos. Final park design may change based on the available funding and costs.

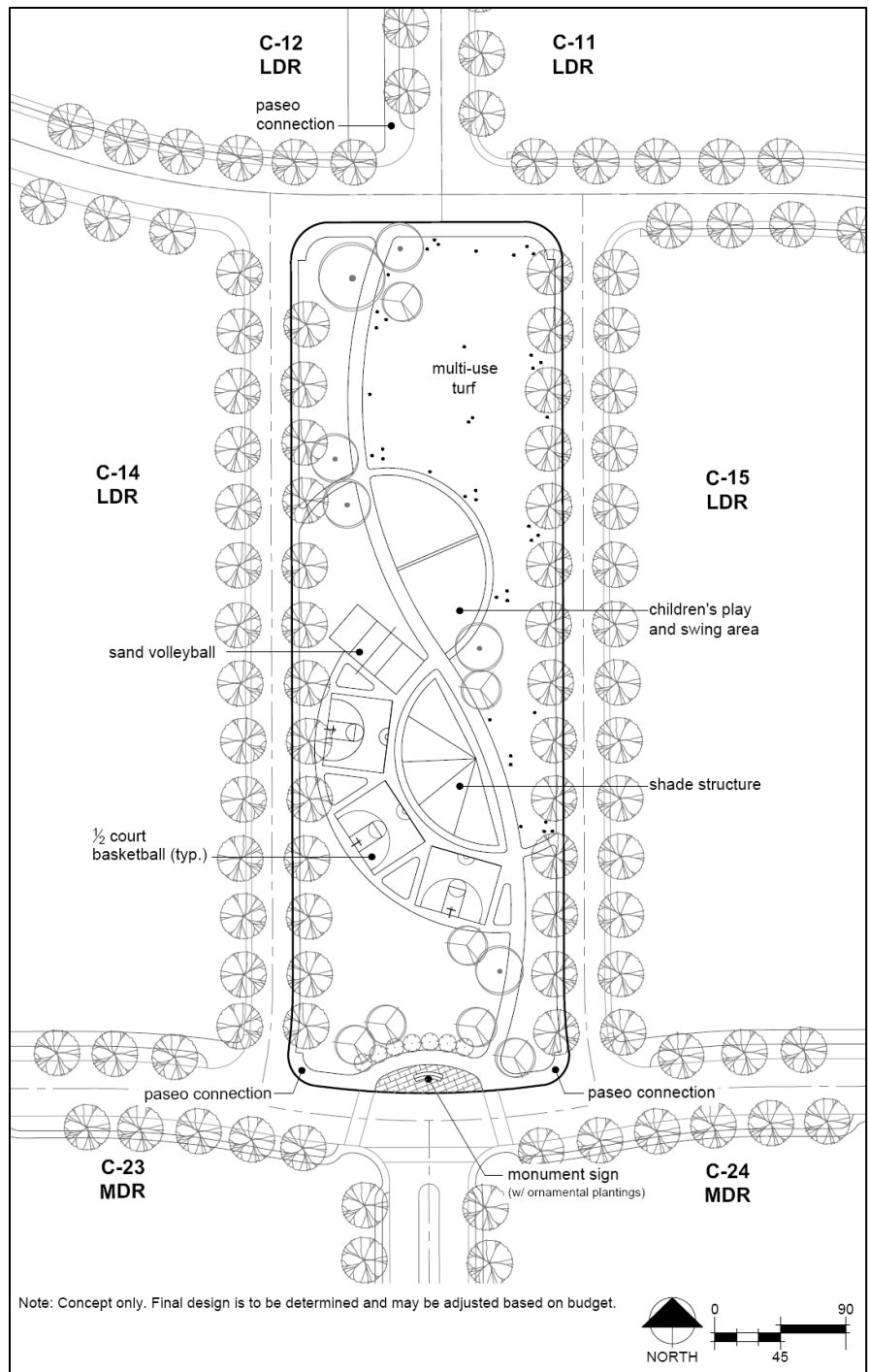


Figure 7-5: Concept Plan for Neighborhood Park (C-63)

Open Space Areas

Open space areas within the CSP total approximately 136.7 ~~acres~~, nearly thirty percent (30%) of the CSP. In general, environmentally sensitive or significant land due to the presence of habitat, resources, natural features, or man-made features is designated as an open space preserve. The CSP open space system was planned and designed in consultation with state and federal resource agencies. The open space system consists of two main components: the Northern Preserve and the Pleasant Grove Creek Corridor. Both the Northern Preserve and Pleasant Grove Creek Corridor provide opportunities for scenic vistas, passive recreation, pedestrian/bike paths, water conveyance and retention, stormwater quality/treatment, and resource avoidance and preservation.

The most significant and highest-quality wetland resources are located in the northern portion of the CSP. The Northern Preserve is an 87-acre (Parcels C-50, C-51 and C-52) open space preserve created for impact avoidance and preservation of wetland resources. The Northern Preserve includes scattered oak trees and a small tributary of Pleasant Grove Creek, known as University Creek, runs from east to west, near the southern edge of the Northern Preserve. The Northern Preserve creates a natural edge to the CSP and transition to agricultural land uses north.

The Northern Preserve is planned for permanent preservation as open space.

Open space parcels C-51 and C-52 of the Northern Preserve are separated by the Westbrook Boulevard corridor, including the roadway and landscape corridor. Bicycle and pedestrian pathways are planned on the southernmost edge of the Northern Preserve to connect east and west of the site. The Northern Preserve will contribute to a much larger regional open space area when combined with open space at the Al Johnson Wildlife Area, open space parcels preserved within the West Roseville Specific Plan (WRSP) and open space opportunities north of the City.

The second component of the CSP's open space system is the Pleasant Grove Creek corridor (Parcels C-53 and C-54). Pleasant Grove Creek transects the property diagonally, through the center of the site. The creek flows in a northwesterly direction continuing through the Al Johnson Wildlife Area, west of the site. The creek is a riparian corridor, lined with trees, including oaks. Flood control improvements planned for the project will create additional riparian habitat opportunities.

The creek corridor creates a linear open space amenity which functions as a natural feature and connection for a bicycle/pedestrian pathway through the CSP. The bicycle trail will be grade separated as it crosses under Westbrook Drive. In addition to the Westbrook Boulevard crossing of Pleasant Grove Creek, two pedestrian/bicycle creek crossings are planned within the open space corridor. Management of open space areas is discussed in Chapter 9, Resource Management.

7.2 Schools

A. School Requirements

The CSP is located within the Roseville City School District (RCSD) and Roseville Joint Union High School District (RJUHS). The RCSD serves students in grades K-8 and the RJUHS serves students in grades 9-12. At buildout, the CSP generates an estimated 605 elementary school (K-5) students and 207 middle school (6-8) students in the RCSD, and 259 high school (9-12) students in the RJUHS, as shown on Table 7-5.

B. School Facilities Provided

The number of elementary school students (K-5) generated creates sufficient demand for one elementary school in the CSP. One 7.6 acre elementary school (Parcel C-80) is planned in the northeast quadrant of the CSP. The school is located south of Holt Parkway, east of Westbrook Boulevard, and adjacent to a neighborhood park site to create opportunities for joint use of recreation facilities. The school site will be accessed from the southerly or easterly directions on Clay Creek

Drive or Creekpark Drive, respectively, with access prohibited from Holt Parkway. The school is planned to be a two-story facility. Students in the CSP in grades K-5 will attend the elementary school within the CSP. The elementary school site is shown on Figure 7-1.

Middle school students in the CSP will attend RCSD middle schools outside of the CSP, such as Cooley Middle School or Chilton Middle School. High school students will attend the RJUHS high school planned in the WRSP, on Hayden Parkway. The elementary school site within the CSP is reserved for the RCSD. Facility planning and the timing of development of the site will be determined by the RCSD.

The CSP is required to enter into mutual benefit impact fee agreements and to fully mitigate school impacts in accordance with the Creekview Development Agreement and funding agreements with the respective school districts.

Table 7-5: Student Generation

	LDR/MDR Factor	HDR Factor	Students Generated	School Capacity	Schools Required
Roseville City School District					
Grades K-5	0.3620	0.1365	605	600	1.01
Grades 6-8	0.1247	0.0407	207	1,000	0.21
Roseville Joint Union High School District					
Grades 9-12	0.161	0.036	259	1,800	0.14

7.3 Library

The City of Roseville operates a public library system consisting of three individual facilities. The City's original main library is located in the downtown Roseville area, a branch library facility is located in Maidu Regional Park and the Martha Riley Community Library is located at Mahany Park. The libraries provide print and online access library services to all City residents. The Martha Riley Community Library is a joint-use facility which includes a community TV studio and Utility Exploration Center.

7.4 Police Protection

The Roseville Police Department serves the CSP. The Police Department provides all operations and patrols out of its central station located on Junction Boulevard, approximately four miles from the CSP's eastern boundary. The CSP will comply with City of Roseville Police Department requirements regarding safety and security.

7.5 Fire and Emergency Services

The Roseville Fire Department provides fire protection, suppression, emergency medical services, and hazardous materials management to the CSP. Fire Station #9 on Hayden Parkway and Fire Station #5 on Sun City Boulevard, both located southeast of the CSP, will provide primary and secondary response.



Section 8

Utilities Plan

The Creekview Specific Plan (CSP) includes

utility infrastructure required to serve the Plan. Each component of the utility infrastructure system is designed to accommodate build out of the CSP. Phasing of infrastructure improvements and funding obligations are detailed in the Specific Plan Development Agreement. Table 8-1 summarizes the utility providers to the CSP. Utility infrastructure will be constructed, dedicated, and easements provided consistent with this Specific Plan, the CSP Development Agreement, and other applicable standards and requirements of the City of Roseville.

Table 8-1: Utility Providers

Service	Provider
Potable Water	City of Roseville
Wastewater	City of Roseville
Recycled Water	City of Roseville
Drainage and Flood Control	City of Roseville
Electric Service	City of Roseville
Natural Gas	Pacific Gas & Electric
Communications	AT & T Surewest Comcast Wave Broadband
Solid Waste Disposal	City of Roseville

8.1 Potable Water

The City of Roseville will provide potable water service (supply, treatment, and conveyance) to the CSP. Water will be delivered to the site via the City's backbone system at connection points along Blue Oaks Boulevard and Westbrook Boulevard.

A. Water Supply and Demand

Water demand for the CSP is approximately 1,102 acre feet per year (AFY). Water demand is reduced to 898 AFY through the implementation of water conservation measures described in Section B. Water demand, after conservation measures, will be satisfied with a combination of both potable and non-potable (recycled) water sources. The recycled water component will be utilized for irrigation purposes as outlined in Section 8.2, Recycled Water. The City identified a strategy to reliably supply water to the CSP. The City's existing water supply is sufficient to serve the CSP. To supplement water supply during "dry" years when the City's contracted surface water may be reduced, the CSP includes provisions for one on-site groundwater well on Parcel C-41. The well will be capable of providing up to 1,800 gallons per minute (gpm).

B. Water Conservation Measures

The CSP includes significant water-saving measures aimed at reducing overall water demands for potable and/or recycled water to the extent

feasible and practicable. The following water conservation measures will be implemented in the CSP in an effort to reach the City's water conservation goals:

- ❑ **Turf Reductions in Residential Areas.** This measure involves limiting the amount of turf in the front yards of residential properties and using a higher percentage of low-water use plant species in lieu of turf. Typically, about 70% of a total residential front yard is assumed to consist of landscaping, with the balance consisting of driveways, planter, or walkways. For the CSP, limitations will be placed on the landscaped portion of each front yard, allowing up to 42% of the total landscaped area to be turf, with the remaining landscaped area comprised of low water use plant species which use between 65-75% less water than an average lawn.
- ❑ **Turf Reductions in Parks, Paseos, and Landscape Corridors.** This measure involves limiting the use of turf on non-residential parcels, with a focus on water efficiencies at parks, paseos, and landscape corridors. For these areas, landscape design will reduce the area of turf and increase the area of low-water-use plant species, as compared to the design of these features in other specific plan areas. To achieve the desired water conservation, the following criteria will be implemented:

- **Parks.** It is assumed approximately 80% of a typical park's square footage consists of turf. The CSP parks will have a maximum aggregate turf area of 60%, with the remaining 20% area comprised of low water use plant species. Less than 60% turf is acceptable provided it is compatible with the amenities planned for the park.
- **Paseos and Landscape Corridors.** It is assumed paseos and landscape corridors are typically comprised of 80% turf area. The CSP paseos and landscape corridors will have a maximum of 30% turf area, with the remaining 50% of the area comprised of low water use plant species.
- ❑ **Smart/Centrally Controlled Irrigation Controllers.** Smart and centrally controlled irrigation controllers restrict irrigation to times and water application rates necessary to maintain landscaping. They account for changes in the demand for water, which varies with weather patterns and seasonal influences. In the CSP, smart irrigation controllers will be required for residential, commercial, and quasi-public parcels subject to turf reduction measures, and centrally controlled irrigation controllers for larger commercial and publicly maintained parcels.
- ❑ **Re-circulating Hot Water Systems.** Re-circulating hot water systems feature a pump on a

residential hot water line system which reduces time necessary to receive hot water at any hot water faucet. This type of system will be included on all residential units to generate additional water conservation.

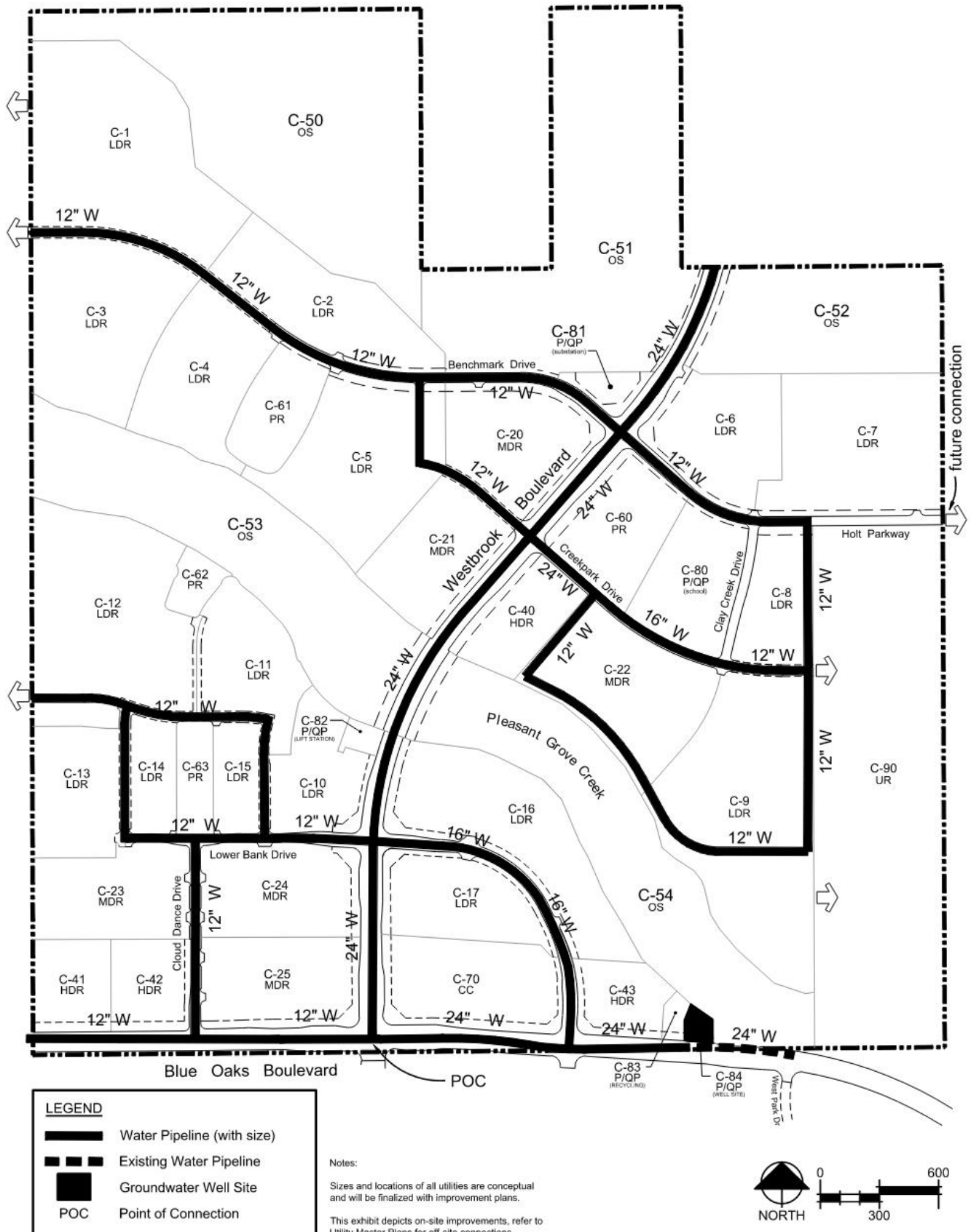
With full implementation, the water conservation measures outlined above will reduce the CSP's overall water demand by approximately 204 AFY.

C. Water Transmission System

The CSP will tie into the City's existing Pressure Zone 4 for potable water. Pressure Zone 4 includes the Del Webb – Sun City area, the North Roseville Specific Plan, the West Roseville Specific Plan (WRSP), Sierra Vista Specific Plan and areas west of the pressure-reducing valves connecting Pressure Zones 1 and 4. Zone 4 has an approximate elevation range of 75-140 feet, and includes the CSP.

The City distribution system will supply water to the CSP through connection points with Pressure Zone 4 at various locations needed to provide a reliable water network. These planned connections include 24-inch mains in Blue Oaks Boulevard and Westbrook Boulevard, immediately south of the site, and a 12-inch main in Holt Parkway, east of the CSP. The planned water transmission system is shown on Figure 8-1.

Figure 8-1: Water Facilities



Water will be distributed within the CSP via looping systems which parallel collector and arterial roadways on a transmission main grid. The transmission and distribution system consists of 12 to 24-inch diameter mains, as illustrated on Figure 8-1.

All water improvements will be constructed to the City's standards using a phased approach. The CSP includes one groundwater well (Parcel C-41) which will provide the City with a backup water supply during dry years or during emergency conditions.

Water storage for the CSP will be located within the WRSP at the City's planned Westside Tank and Pump Station site, south of the CSP on Westpark Drive. The storage tank will serve the CSP during high flow periods (i.e. peak hour) and emergency fire flow demand periods and will refill during periods of low demand.

Details regarding the water facilities are contained in the CSP Master Water Study on file with the City.

8.2 Recycled Water

The City will ultimately provide the CSP with recycled water from the Pleasant Grove Wastewater Treatment Plant (PGWWTP). The CSP will use recycled water to irrigate landscaping at parks, schools, commercial, business professional, and multi-family projects, as well as publicly landscaped areas (including roadway landscape corridors and medians). The

estimated annual recycled water demand in the CSP is 182 AFY. Through implementation of water conservation measures described in Section 8.1B, this demand is reduced by 73 AFY to 109 AFY (182 AFY – 73 AFY). The use of recycled water for irrigation purposes offsets potable water demand typically needed for irrigation.

Recycled water will be supplied to the CSP by expanding the WRSP distribution system to include the CSP. This would be accomplished by adding storage and pumping capacity at the existing WRSP recycled water storage tank and pump station site, and connecting the WRSP to the CSP at the 36-inch transmission main planned on Blue Oaks Boulevard.

During the initial phases of development, the CSP, with approval from the City, may utilize potable water on an interim basis for irrigation. As the CSP develops and recycled water infrastructure is added to the system, landscape areas which may utilize potable water will be transitioned to recycled water.

The planned distribution system within the CSP will be a looped system, with interties to the recycled water system within the WRSP. Pipelines in the CSP, ranging in size from 6 to 16 inches, are planned in roadways with pipes extending to parcels requiring recycled water service.

An additional 0.56 million gallons of storage is necessary for the CSP and can be accommodated at the existing WRSP storage tank site, located south of the CSP. The recycled water backbone distribution system is illustrated on Figure 8-2.

All recycled water improvements will be constructed to the City's standards using a phased approach. Specific details regarding the recycled water facilities and supplies, including technical analysis, are contained in the CSP Recycled Water Study on file with the City.

8.3 Wastewater

Sanitary sewer service will be provided by the City of Roseville with treatment at the Pleasant Grove Wastewater Treatment Plant (PGWWTP). This facility is located south of the CSP adjacent to the WRSP area. The CSP is estimated to generate approximately 0.36 million gallons per day (mgd) average dry weather wastewater flow.

The backbone wastewater collection system is illustrated on Figure 8-3. Wastewater flows from the CSP will be directed to the PGWWTP by a network of pipes installed within street rights of way or easements. Sewer collection pipes will range in size from 8 inches to 15 inches. The sanitary sewer system will require one lift station (Parcel C-82) in the southwestern portion of the CSP, west of Westbrook Boulevard. A conceptual plan of the lift station site is shown in Figure B-11.

All sewer improvements will be consistent with the South Placer Regional Wastewater and Recycled Water Systems Evaluation and will be constructed to the City's standards using a phased approach. Details regarding the sanitary sewer system are contained in the CSP Sanitary Sewer Master Plan on file with the City.

Figure 8-2: Recvcd Water Distribution

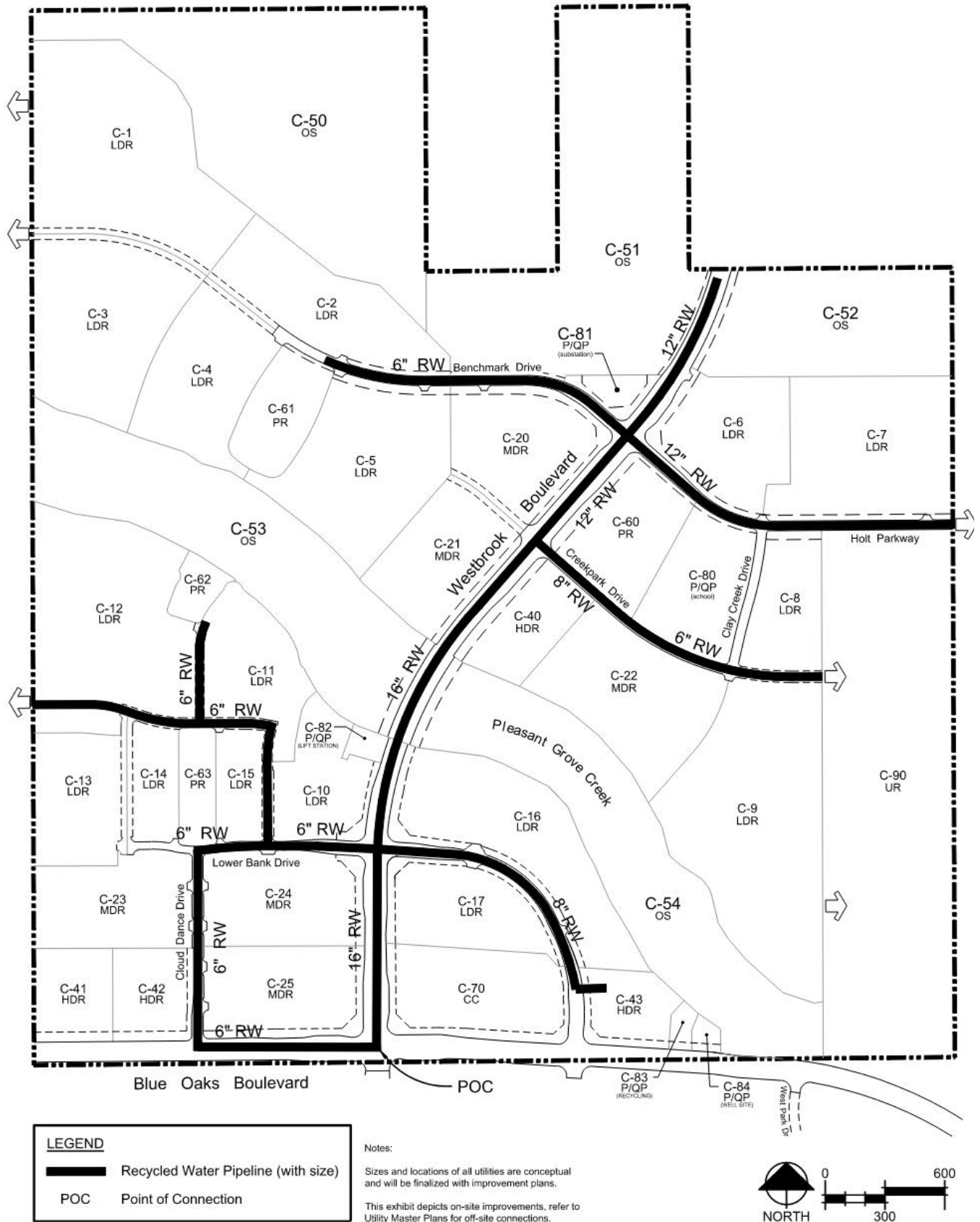
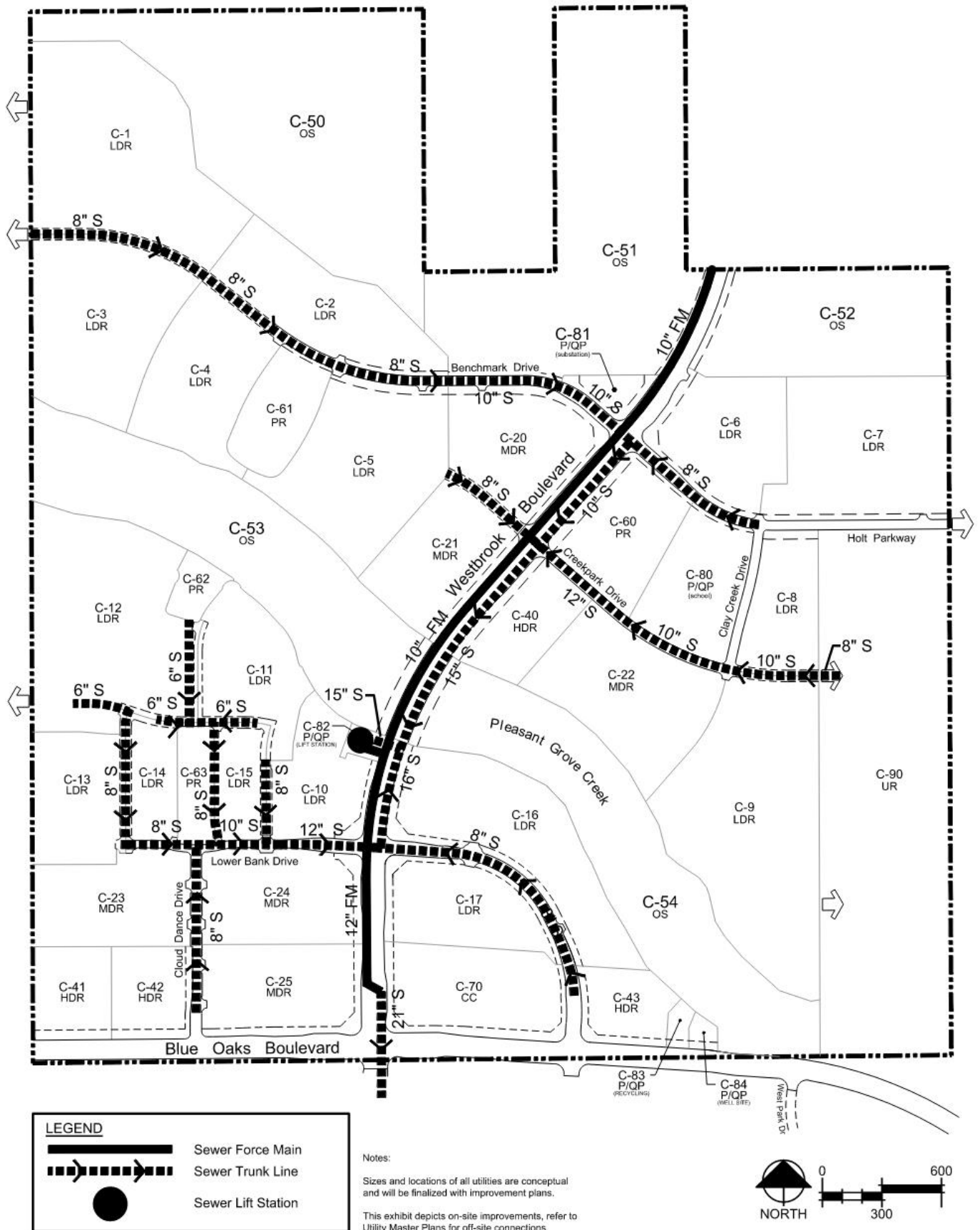


Figure 8-3: Wastewater Collection



8.4 Drainage and Flood Control

The CSP is wholly contained within the Pleasant Grove Creek watershed, which is located within the larger Natomas Cross Canal watershed of northwestern Placer County and southeastern Sutter County. The Pleasant Grove Creek watershed drains to the Pleasant Grove Canal, to the Natomas Cross Canal, and then to the Sacramento River.

Pleasant Grove Creek, a perennial stream, traverses the site diagonally, entering in the southeast corner and extended northwesterly to the western edge of the CSP. The reach of Pleasant Grove Creek within the CSP flows year-round. Most of the CSP drains to Pleasant Grove Creek by overland flow or through the few wetland swales and ephemeral drainages on the site. The existing Pleasant Grove Creek floodplain extends nearly 1,500 feet south of the creek in the southwest portion of the CSP. Within the CSP, the main channel of Pleasant Grove Creek is within open space parcels C-53 and C-54.

The northern bank of Pleasant Grove Creek through the CSP is steep and extends well above the 100-year floodplain through most of the project reach. The southern bank is laid back at a gentle slope, allowing floodplain to extend in a southerly direction in several areas.

University Creek, an intermittent stream tributary to Pleasant Grove Creek, enters the site in the northeast corner and

extends westerly through the northern portion of the CSP, joining the main branch of Pleasant Grove Creek west of the CSP. University Creek is currently channeled with little riparian vegetation. The floodplain of University Creek is shallow and extends approximately 100 feet onto the northwestern corner of the CSP.. The northern third of the CSP drains toward University Creek. Within the CSP, University Creek is located in open space parcels C-50, C-51 and C-52.

In the pre-project condition, immediately downstream of the CSP on the Al Johnson Wildlife Area (AJWA) property, the Pleasant Grove Creek and University Creek channels narrow abruptly because of past farming practices and land leveling from decades ago.

This constriction creates a bottleneck which restricts the downstream conveyance of floodwaters resulting in an unnatural expanded 100-year floodplain on the CSP and raises water surface elevations higher than the historic floodplain conditions.

A. Pleasant Grove Creek Bypass Channel

The CSP includes construction of a bypass channel adjacent to Pleasant Grove Creek to provide additional conveyance and floodplain storage capacity through the CSP. The system, created by the bypass channel and Pleasant Grove Creek together, will function to reclaim the historic floodplain of the Pleasant Grove Creek

within the CSP area and remove developable lands from the 100-year floodplain. The bypass channel will be constructed with inlet and outlet gates but will function as a passive improvement requiring no manual operation to divert a portion of the high water flows from Pleasant Grove Creek upstream of the major channel constriction, and re-introduce the flows back into the existing channel downstream of the constriction.

The bypass channel would be constructed generally parallel to and south of the southern bank of the main channel of Pleasant Grove Creek. In the CSP, the bypass channel would be located within open space corridor (parcels C-53 and C-54). The bypass channel would begin at a point east of the Westbrook Boulevard crossing of Pleasant Grove Creek (north of parcel C-40) and continue west, off-site, onto the AJWA property where it will rejoin Pleasant Grove Creek downstream, as shown on Figure 8-4.

The bypass channel improvements include construction of a concrete inlet and outlet structure at either end of the bypass channel and six intermediate, soft-armored weir connections along the extent of the main Pleasant Grove Creek channel to enable transfer of stormwaters to and from the main channel. Within the bypass channel, a low flow channel will transfer low flows introduced from the CSP. Disturbed riparian habitat will be restored and new riparian habitat will be created.

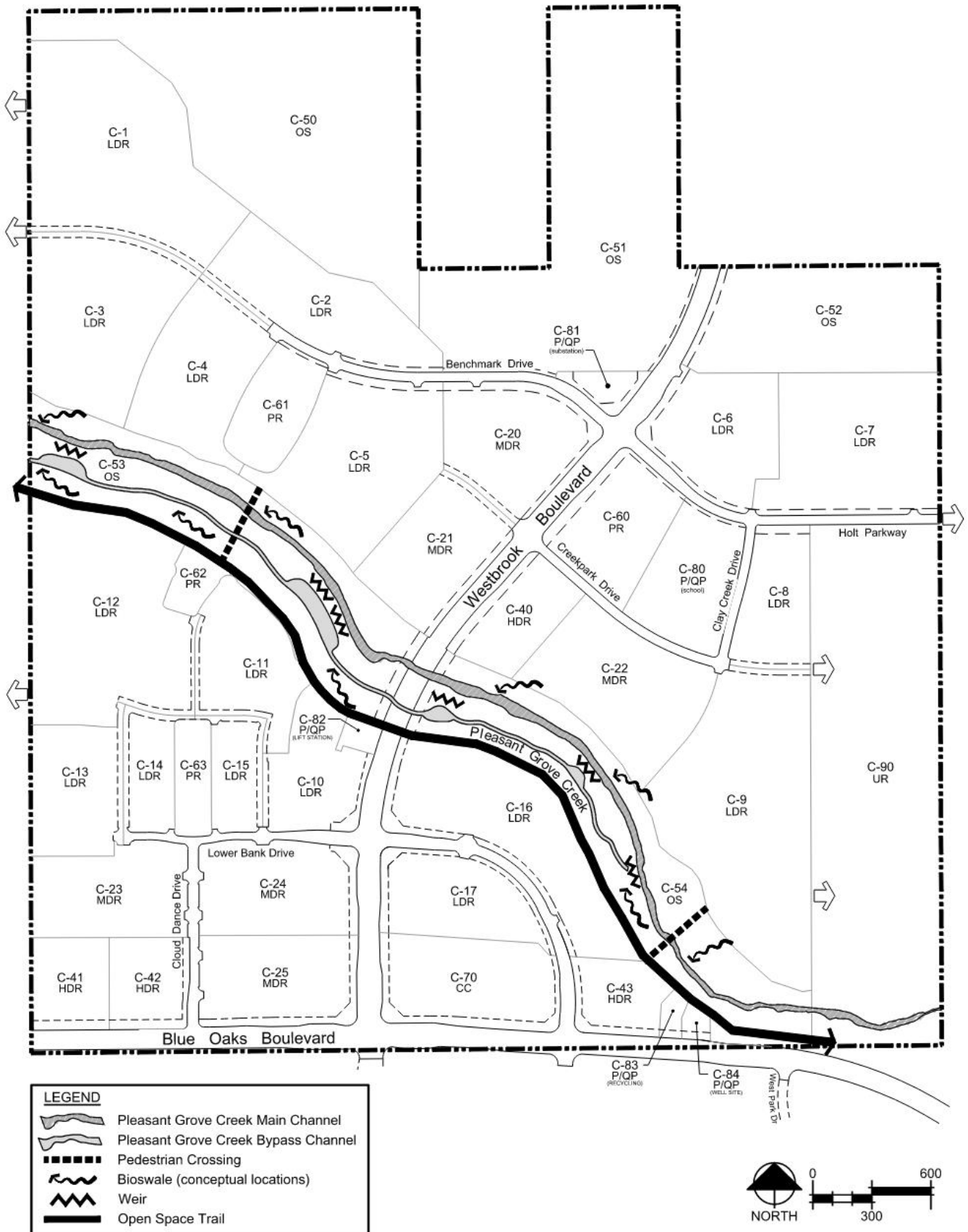
The floodplain improvements, including construction of the bypass channel and associated improvements will not adversely impact the proposed operation of the AJWA flood control facilities or reduce the available storage within the AJWA retention basin.

B. University Creek Channel

Similar to Pleasant Grove Creek, in the pre-project condition, the University Creek channel narrows abruptly, immediately downstream of the CSP on the AJWA property. The narrowing is the outcome of past farming practices resulting in a man-made constriction which restricts downstream conveyance and affects flooding conditions on the CSP site.

To address this condition on University Creek, the CSP will create a modified channel within the northwest portion of Open Space parcels C-50. The area around the channel will be enhanced with riparian plantings which will result in an enhanced environment over the pre-project condition. In the northwest portion of the CSP, University Creek would be restored to a more natural sinuous stream course with an adjacent floodplain.

Figure 8-4: Pleasant Grove Creek Bypass Improvements



C. Drainage System

Peak flow rate increases which would result from proposed development will be mitigated through attenuation features including the creation of wetland habitat areas, vegetated treatment swales and creation of additional conveyance with the overbank areas of Pleasant Grove Creek created by the bypass channel improvements. The bridge at Westbrook Boulevard and the western creek crossing of Pleasant Grove Creek will be utilized to constrict peak flows and increase the storage characteristics of the creek by metering downstream flows. Traditional permanent detention basins for peak stormwater flow-attenuation are not planned.

The attenuation enhancement features will provide adequate mitigation to reduce peak runoff rates exiting the site without increasing the 100-year hydraulic grade line elevations at the Plan boundaries and offsite. Onsite drainage improvements and open space corridors are shown on Figure 8-5.

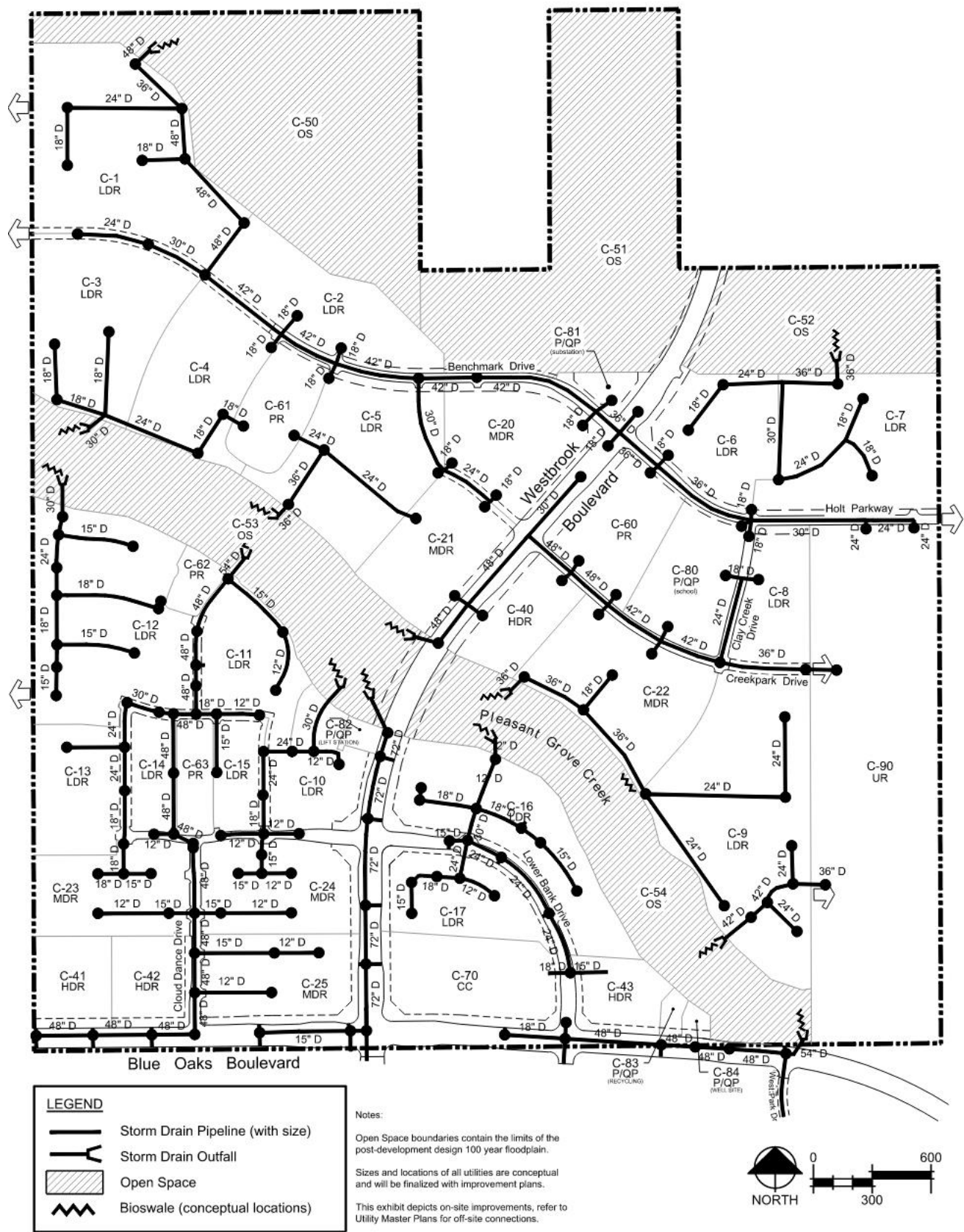
In addition to detention of peak flood flows within the Pleasant Grove Creek watershed, the CSP will contribute toward construction of the Reason Farms Retention Basin project (on the AJWA property) through payment of a Pleasant Grove Watershed Mitigation Fee. This regional stormwater retention facility provides a volumetric mitigation for waters entering the Sacramento River Basin and is located

on the City's AJWA site, immediately west of the CSP.

On-site drainage improvements consist of a combination of conventional subsurface and surface drainage systems, construction of pipe conveyance systems, and construction of culverts and bridges at roadway and trail crossings of creeks and tributaries. Stormwater will be discharged through outfalls into open space corridors. Vegetated swales, soft armoring, mechanical storm filters, structural interceptors and other best management practices will be utilized at pipe outfalls or other appropriate locations for water quality management, and to convey stormwater runoff to receiving waters while minimizing impacts to open space resources. Where applicable, outfall structures will be extended past any planned bikeway alignments in the open space areas.

The number and locations of outfalls shown on Figure 8-5 are based on the best available information and is subject to refinement during the subdivision map and improvement plan approvals, as well as state/federal permitting. Drainage facilities will be designed and constructed in conformance with the City of Roseville Improvement Standards, the City's Stormwater Quality Design Manual, the Placer County Flood Control Agency's Stormwater Management Manual, and the Open Space Preserve Overarching Management Plan required by the Clean Water Act 404 permit.

Figure 8-5: Drainage Improvements



The City's Open Space Preserve Overarching Management Plan includes requirements to minimize erosion and direct drainage away from vernal pool habitat by employing conceptual drainage improvements such as swales, outfalls, energy dissipation, and erosion control measures. The CSP will append to the City's Overarching Plan of Roseville Preserve Area Overarching Management Plan. Specific detail regarding the drainage system is contained in the CSP Drainage and Storm Water Master Plan on file with the City.

8.5 Stormwater Quality

The CSP provides a comprehensive plan for the management of urban runoff for flow control and water quality improvement. The integrated stormwater management system plan is reflected, in part, in specific design criteria contained in this section. The objectives of the CSP Stormwater Management Plan (SWMP) are intended to fulfill the requirements of the City's National Pollutant Discharge Elimination System (NPDES) Phase II Permit, as issued by the State Water Resources Control Board, and to minimize the effects of urban stormwater runoff on the natural open space areas, including wetland areas and principal drainage corridors.

The CSP SWMP will be in accordance with permit criteria applicable at the time of development. The SWMP provides the framework for stormwater

treatment during two components of the development process. First, during the construction phase while infrastructure is being built to support the community, and, then during the post-construction phase which will be part of the improvements that make up the community and continue to protect the natural resources in perpetuity.

A. Stormwater Management During Construction Activities

The release of on-site stormwater runoff during construction activities is regulated by the State General Construction Permit issued by the Regional Water Quality Control Board for all construction sites greater than one acre. The General Construction permit requires a Storm Water Pollution Prevention Plan (SWPPP) address how stormwater from the construction site will be maintained and treated prior to being discharged from the site. The SWPPP is an evolving document which changes with the dynamics of the site development. The use of Best Management Practices (BMPs) during the construction process will generally incorporate erosion controls and sediment controls. Erosion and sediment control BMPs include such things as applying straw mulch to disturbed areas, the use of fiber rolls and silt fences, sedimentation basins, drain inlet protection, stabilized construction accesses, and material management. The final sizing and selection of non-mechanical BMPs will consider requirements specific to the Pleasant Grove watershed and proposed developed activities.

B. Post Construction Stormwater Management

Post construction stormwater management is intended to treat the urban runoff generated on-site in perpetuity. The BMP techniques within the site will reduce and/or eliminate the pollutants from the urban stormwater runoff and prevent the contamination of receiving waters.

The CSP will work with the permit criteria applicable at the time of development and in conformance with the City of Roseville Improvement Standards, the City's Stormwater Quality Design Manual, the Placer County Flood Control Agency's Stormwater Management Manual, and the City's Open Space Preserve Overarching Management Plan, to design and address post construction stormwater treatment.

Post construction stormwater treatment is composed of three general elements: source control, runoff reduction and treatment of runoff. All three elements will be used in the CSP SWMP. The basic practice of source control is to minimize the potential for constituents to enter runoff at the source. Low Impact Development (LID) measures are the main tool the CSP will employ for runoff reduction.. Implementation of LID includes construction of decentralized small-scale improvements to provide local infiltration and treatment opportunities to reduce the quantity of runoff entering the storm drain systems during a rainfall event. LID will be

implemented to offset runoff increases which occur with the development as a matter of the conversion of native ground surfaces to impervious cover. Additional Treatment control BMPs may be located at the end of the pipe and provide further treatment of the stormwater before it enters into the natural creek system.

Low Impact Development (LID)

Low impact development (LID) is an approach to stormwater management emphasizing the use of small-scale, natural, constructed and proprietary drainage features integrated throughout the city to capture urban runoff and precipitation. LID measures can slow, clean, and infiltrate runoff, improving the quality and reducing the quantity of urban runoff entering the city storm drain systems. The added opportunities for infiltration offered by the use of LID can add water to local aquifers, increasing water reuse. It is a sustainable practice which benefits water quality protection, stream stability and can contribute to water supply.

The intent is to incorporate the systems of natural processes into the built environment. In addition to traditional stormwater management, which collects and conveys stormwater runoff through storm drains, pipes, or other conveyances to a centralized stormwater facility, LID within the CSP will take a different approach by using site design elements, LID and stormwater management to minimize

changes to the site's predevelopment runoff rates and volumes.

Key principles of low impact development include:

- ☐ Decentralize and manage urban runoff to integrate stormwater management throughout the watershed.
- ☐ Preserve the ecosystem's natural hydrological functions and cycles.
- ☐ Account for a site's topographic features in its design.
- ☐ Reduce directly connected impervious surfaces to slow runoff and provide additional infiltration opportunities.
- ☐ Reduce impervious ground cover and maximize infiltration on-site.

As the CSP develops, specific LID techniques, tools, and material, specified in construction documents, will control the amount of impervious surface, increase infiltration, and improve water quality by reducing runoff from the developed sites. The CSP Master Drainage Study accounted for the percent of runoff reduction expected with the implementation of these LID practices.

Additional project design elements within the open space areas will also provide hydrograph modification benefits. The created swale and riparian elements will provide additional floodplain storage capacity which is factored into the project hydrology analysis. The created

swales also provide LID and treatment potential which has not been factored into the project mitigation, which include: added infiltration opportunities, evapo-transpiration opportunities, nutrient uptake, biological filtering, and stream buffers. LID elements may be implemented into development plans with CSP to achieve an overall reduction in stormwater runoff. The selection and use of these elements may vary by development project, depending on the runoff reduction needed. The various LID options may include, but are not limited to, the following:

- ☐ Disconnected roof drains;
- ☐ Disconnected and separated pavement;
- ☐ Bio-retention facilities, rain gardens, and bioswales;
- ☐ Tree Planting;
- ☐ Grass swales and channels;
- ☐ Curb cuts and vegetated filter strips;
- ☐ Impervious surface reduction – permeable pavements and porous pavements;
- ☐ Stream Buffers;
- ☐ Soil Amendments; or
- ☐ Pollution prevention and good housekeeping practices.

End of Pipe Stormwater Treatment Control

In addition to the implementation of the above-referenced LID measures, the storm drain system will be designed to provide additional protection of the natural environment and receiving water of Pleasant Grove Creek and University Creek by providing non-mechanical end of pipe treatment techniques. This element adds to the treatment train and consists of final treatment elements such as grass treatment swales.

Special consideration will be taken to capture, convey and release the urban stormwater to the creek system. The treatment and conveyance of storm runoff in and through the open spaces will be made part of the Corp of Engineers 404 permitting process. Standard practices include the use of headwall structures, directly at the outfall location, to stabilize and protect the outlet pipe, surrounding topography and aid in velocity attenuation while minimizing future maintenance costs. Conveyance “grassy swales” which direct stormwater from the pipe outlets to receiving waters and avoid sensitive habitat while distributing concentrated pipe flows will be used at every outfall. Depending on the size of and frequency of particular storm events, and the actual drainage area being conveyed, the conveyance swales will be armored with geo-synthetics to minimize the potential for future erosion and rilling of the open space. Soft-armoring will provide opportunities

to create grassy swales and additional wetland habitat to aid in stormwater filtration and infiltration. Based on the LIDs planned, the need for additional filtration units is not anticipated. However, additional structural BMPs can be added to the treatment train and end of pipe treatment if needed. These may include such devices as:

- ☐ Installation of “fossil filter” or equivalent petroleum absorbing insert assemblies in the project drop inlets;
- ☐ Trash screen vaults; or
- ☐ Other structural BMPs as approved by the City.

The final selection of BMPs will consider requirements specific to the Pleasant Grove Creek watershed and proposed development flows. Other BMPs will involve prompt re-vegetation of disturbed areas and proper erosion protection per the NPDES permit during construction.

8.6 Dry Utilities

A. Electric Service

Roseville Electric, the City's electric utility, will provide electric service to the CSP. Roseville Electric operates the Roseville Energy Park (REP), a 160-megawatt natural gas-fired, electric power plant, which uses state-of-the-art equipment to locally generate approximately half of the City's electricity needs. The Roseville Energy Park is located south of the CSP. Additional electricity resources needed to serve CSP, including state and federal mandated renewable electricity resources, will be purchased from outside sources or generated by new Roseville-owned generating facilities. As required by state regulations, Roseville will use energy efficiency programs and initiatives to meet electricity demand, before acquiring new electricity sources.

Electric Energy Efficiency and Conservation

The CSP includes implementation of cost-effective energy efficiency, load management, and renewable energy programs to meet electricity demand, before new electricity sources are acquired.

Peak Electric Demand and Distribution

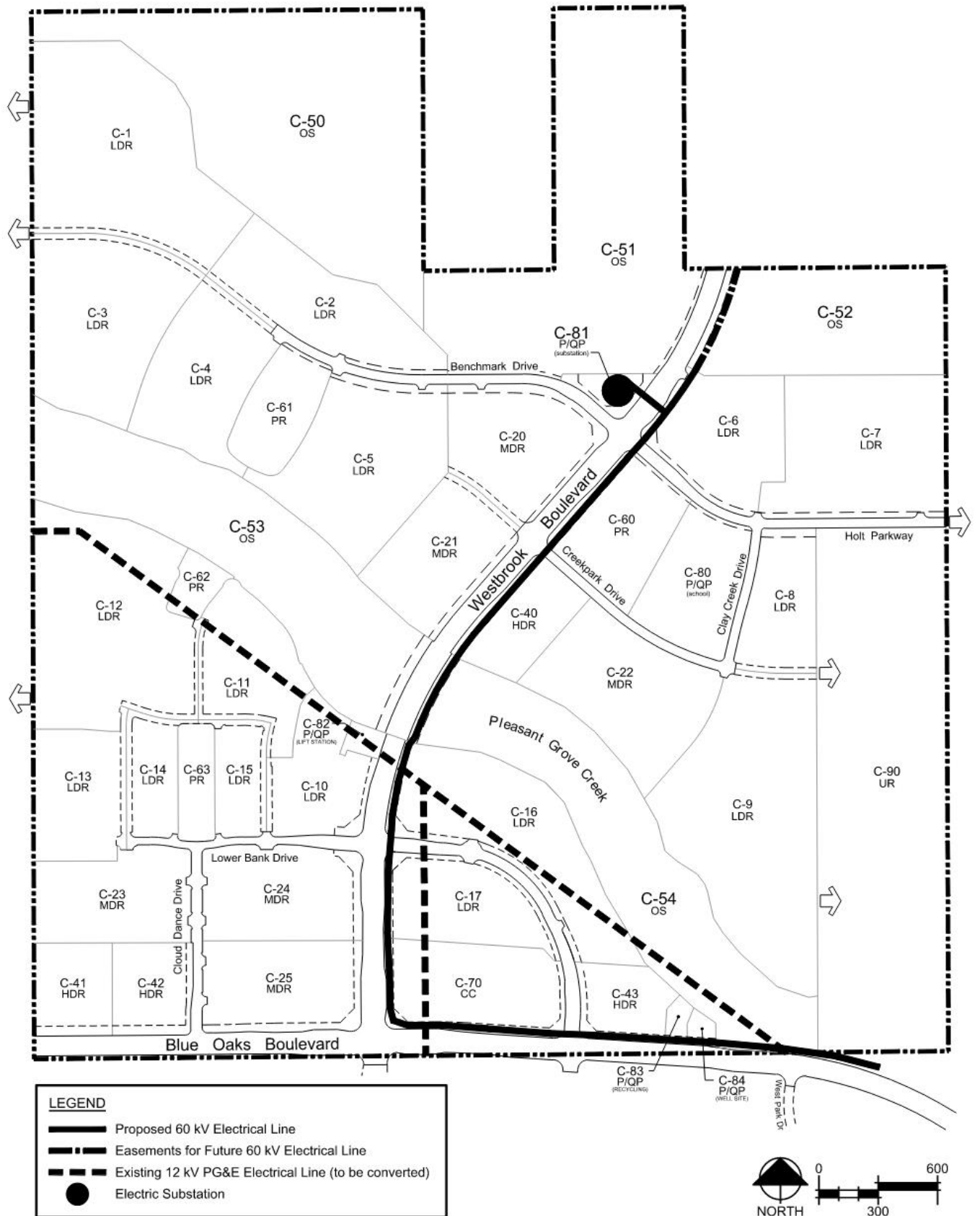
Peak electric demand for electrical service is estimated to be 11.7 Mega volt amps (MVA) within the CSP. Planned electric backbone facilities

include a substation and a 60kV transmission line corridor. The CSP provides a 0.9-acre site (Parcel C-81) for a substation, west of Westbrook Boulevard, south of the open space preserve (Parcel C-51), in the northern portion of the site. This substation will connect with Roseville Electric's existing 60kV overhead transmission lines which extends through the CSP, to complete a loop in West Roseville and provide connections to the REP switchyard and the substation in the WRSP. A conceptual plan of the substation site is shown in Figure B-10.

60kV power lines will be extended into the CSP from the east. The 60kV line is planned on the north side of Blue Oaks Boulevard to Westbrook Boulevard. The line continues north, on Westbrook Boulevard and will connect to the substation near Holt Parkway. The location of the electric substation and conceptual alignment of the 60kV power line are shown on Figure 8-6.

Underground electrical distribution will be extended to individual parcels in conjunction with roadway improvements or as phasing requirements dictate. In addition, street lighting will be provided along all public streets as part of the roadway frontage improvements. All electric and street light facilities will be constructed to the City's standards at the time of construction.

Figure 8-6: Electric Facilities



B. Natural Gas

Pacific Gas & Electric Company (PG&E) will provide natural gas upon request and in accordance with the rules and tariffs of the California Public Utilities Commission. PG&E's long-range plans provide for availability of gas service to accommodate increased demand. Service will be provided to the CSP from existing infrastructure adjacent to the site on Blue Oaks Boulevard. Delivery of gas service to individual projects in the CSP will be reviewed by PG&E at the time of proposal.

C. Communication

The CSP is within the service areas of Surewest Communications, AT&T, Comcast, and Wave Broadband. Together, these providers offer both voice and data communication services. Distribution lines to individual parcels will be extended from existing infrastructure adjacent to the CSP in accordance with the infrastructure Phasing Plan for dry utilities. The providers will review delivery of telephone, cable television, and high-speed data line services to individual projects in the CSP at the time of proposal.

8.7 Solid Waste

The City of Roseville will provide solid waste services to the CSP. Solid waste will be collected and delivered to the Western Placer Waste Management Authority facility located north of the City at Athens Avenue and Fiddymont Roads. The Authority owns a Material Recovery Facility (MRF) that receives, separates, processes, and markets recyclable materials removed from the waste stream. Residual waste is transferred to the Authority's Western Regional Sanitary Landfill located on the same site for disposal.

At full buildout, the CSP is anticipated to generate approximately 8,017 tons of solid waste annually. A 0.6-acre solid waste recycling area is planned within the CSP on Parcel C-83. This site will provide residents with a location to off-load recyclable materials. Vehicular access to this site is provided from Blue Oaks Boulevard and from within the adjacent commercial center, as shown on Figure B-12.



Section 9

Resource Management

The natural undeveloped character of the Creekview Specific Plan (CSP) area consists of relatively flat to gently rolling terrain situated at an elevation of approximately 75 to 95 feet above mean sea level. Historic use of the site included ground disturbance associated with agricultural operations and minimal disturbance through structural development and associated grading activities.

Annual grasslands and a valley oak riparian corridor are the dominant vegetation communities with herbaceous weed species interspersed with the non-native annual grasses. Wetland features are dispersed throughout the site. Pleasant Grove Creek flows from east to west, entering the site from the southeast, then continuing diagonally

through the Plan Area. University Creek, a small tributary of Pleasant Grove Creek, is located in the northern portion of the site. A number of trees are present in the southwest portion of the site, primarily within the Pleasant Grove Creek corridor and adjacent to University Creek.

The CSP is consistent with the goals of City of Roseville General Plan Open Space and Conservation Element. The CSP establishes contiguous open space areas formed to protect some of the most prominent natural resource areas. The form of CSP's open space plan and the resource preservation areas within it, were guided by input received during early consultation with federal and state resource agencies. The resource management approach is designed to be consistent with the Pleasant Grove Wastewater Treatment Plant (PGWWTP)

Memorandum of Understanding (MOU) between the City and U.S. Fish and Wildlife Service (USFWS) from May 2000, which addresses annexation projects proposed on the City's western boundary, such as the CSP. To this end, the CSP will append to the City's Open Space Preserve Overarching Management Plan for management of on-site open space areas.

The CSP and related off-site preservation and restoration efforts are intended to complement larger-scale regional conservation strategies, such as the proposed Placer County Conservation Plan, the County's proposed habitat conservation plan. Coordination with other agencies and conservation efforts is a fundamental principle and key objective of the CSP resource management approach. In addition to resource protection, the open space areas help define the visual character of the site and provide for passive recreation opportunities, pedestrian and bike access, storm water drainage and treatment, flood water conveyance, utility infrastructure, and land use buffering.

Based on the characteristics of the site, the resource management approach in the Specific Plan focuses on wetland resources, vegetation and wildlife, trees and cultural and historic resources. Additional resources are further addressed in the CSP EIR.

9.1 Wetland Resources

A. Pre-Development Conditions

Several types of wetland features exist in the pre-development condition of the CSP site. The most prominent of these are wetland swales which are found throughout the site and carry water briefly during winter rainfall. The second greatest wetland type by size is Pleasant Grove Creek a perennial drainage which flows year round as a result of upstream urban runoff. Seasonal wetlands, vernal pools and a seasonal marsh are found primarily within grassland areas. A total of 33.83 acres of wetlands and other waters of the United States occur within the CSP in its pre-development condition, as listed on Table 9-1.

Table 9-1: Jurisdictional Wetland Summary

Wetland Type	Pre-Development Acreage	Impacted Acreage	Preserved Acreage
Vernal Pool	1.75	1.28	0.47
Seasonal Wetland	7.43	4.68	2.75
Wetland Swale	14.42	5.15	9.27
Seasonal Marsh	2.70	2.70	0
<i>Total Wetlands</i>	26.30	13.841	12.49
Ephemeral Stream	0.08	0.04	0.04
Intermittent Stream	1.77	0	1.77
Perennial Stream	5.68	0.32	5.36
<i>Total Waters</i>	7.53	0.36	7.17
Total	33.83	14.17	19.66

B. Avoidance and Mitigation Strategies

Avoidance

The CSP development plan is the result of extensive planning and its design is influenced by the desire to reduce impacts on wetlands and habitat for endangered species. The Open Space Plan, as illustrated on Figure 9-1, is configured to minimize impacts on Pleasant Grove Creek, to create an extensive open space preserve in the northern portion of the site and to provide buffers for habitat protection. The system is designed to avoid impacts to resources to the fullest extent feasible. Most of the avoidance occurs in the open space preserve (Northern Preserve) along the northern edge of the site and the corridor surrounding Pleasant Grove Creek. A minimum of 19.66 acres of in-kind wetland habitat will be preserved on-site resulting in a ratio of approximately 1.39 acres of wetlands preserved for each acre of wetland impacted. Information regarding impacted and avoided wetlands, including mitigation strategies, is provided in the CSP Environmental Impact Report.

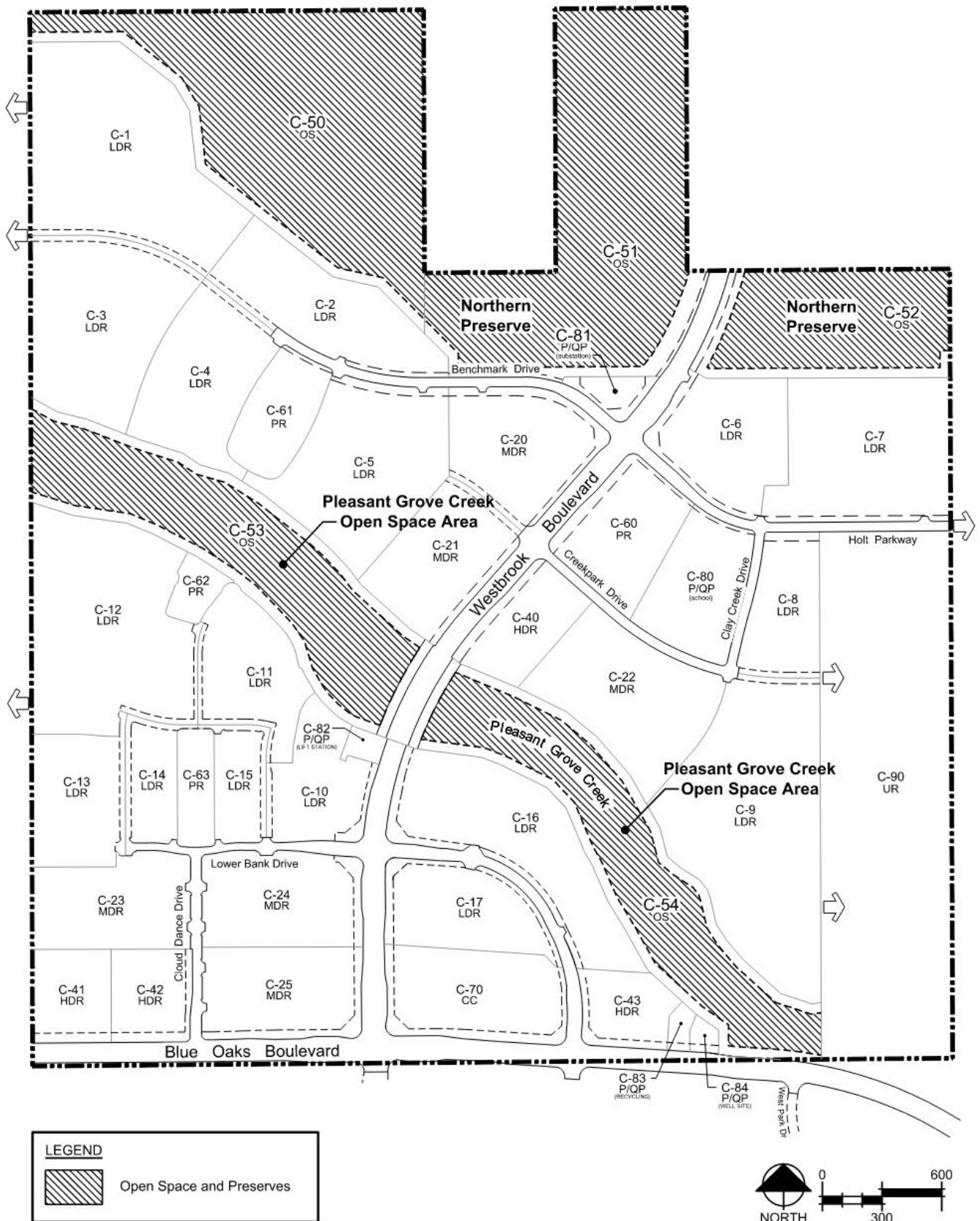
Development of the CSP will be subject to approvals from state and federal resource agencies including the U.S. Fish & Wildlife Service (USFWS), U.S. Army Corps of Engineers (USACE), the California Regional Water Quality Control Board (CRWQCB) and California Department of Fish and Game (CDFG). Prior to

submission of an application for the CSP, the City and Applicant worked extensively with representatives of various federal and state agencies to arrive at a design to minimize impacts to resources, create open space preserves of regional benefit and preserve the highest quality wetland resources on the site. The CSP open space preserve design involved extensive early consultation with the resource agencies to ensure compliance with the Clean Water Act and Endangered Species Act.

On-Site Resource Preservation and Enhancement

Wetland features and habitat within the CSP open space system will be preserved within on-site preserves and open space areas, and ultimately will be dedicated to the City for management and maintenance. Two preserve areas will be created: The system includes a 49-acre open space area (C-53 and C-54), which includes Pleasant Grove Creek and associated riparian corridor, and a 87.2-acre open space preserve (C-50, C-51, C-52) in the northern portion of the CSP known as the Northern Preserve. Within the Northern Preserve, there are opportunities for vernal pool and seasonal wetland restoration. In addition, the areas adjacent to Pleasant Grove Creek provide opportunities for riparian enhancement and creation.

Figure 9-1: Open Space and Preserve Areas



To ensure these open space features are maintained, grading and drainage plans in development areas will be designed to minimize impacts on the existing hydrology. Long-term maintenance and management of the preserves in the CSP will be conducted in accordance with the City of Roseville Open Space Preserve Overarching Management Plan, discussed further in Section 9.3 below.

Off-Site Mitigation

Where biological resources cannot be avoided and preserved within the CSP open space preserves (14.17 acres of resources), off-site mitigation is required to provide wetland habitat and land to offset the loss of property designated within and/or proximate to the Vernal Pool Recovery Plan designated Core Area in Western Placer County. To meet the resource preservation objectives outlined above, the CSP mitigation program includes the preservation of resource areas on off-site lands and the use of approved mitigation banks. Mitigation sites have been identified in Western Placer County and are described in the 404 permit application. These sites will provide areas for preservation, restoration, and creation of wetland features. In addition, some mitigation will be provided as habitat credits in previously established and agency-approved mitigation banks located in Placer County. The use of off-site lands and habitat credits as mitigation to satisfy the on-site impacts on wetland resources will be assessed by

the appropriate federal and state resource agencies and subject to various permit approvals prior to development activity within the CSP.

9.2 Vegetation and Wildlife

Annual grasslands and a valley oak riparian corridor are the two primary biological communities present within the CSP. Annual grassland is the dominant vegetation community within the CSP. It is comprised primarily of non-native annual grasses and herbaceous weed species. The most common species found within CSP include soft chess, ripgut brome and wild oat. Other non-native herbaceous species include yellow star thistle, filaree, Fitch's tarweed, and tarplant. Wetland features such as emergent marsh, wetland swales, vernal pools and seasonal wetlands and streams are embedded in the grassland habitat. The riparian corridor along Pleasant Grove Creek is dominated by valley oak. Himalyan blackberry is common and forms a shrubby understory along with willows and an occasional white alder tree. In more open areas, the understory consists of nonnative annual grasses and forbs.

CSP's biological communities support wildlife species. These include waterfowl, wading birds, shorebirds, and several amphibian species which use the wetland areas in the winter and spring. In addition, the grassland habitat supports several raptor species, including Swainson's hawk, by providing foraging habitat.

Swainson's hawk is a state-listed threatened species and is protected pursuant to the California Endangered Species Act. One nest is documented in the southwestern portion of the CSP. Several prey species have also been documented on the site including jackrabbit, gopher and meadow vole.

Grassland habitat and valley oak riparian corridor habitat will be preserved as part of the CSP open space preserve system. Active management of grasses by mowing, harvesting, discing, or grazing is anticipated to provide prey opportunities for wildlife species. Preservation and management of the grassland areas and valley oak riparian corridor will be regulated by the Operations and Management Plan, as outlined in sub-Section 9.3.

9.3 Operations and Management Plan

An Operations and Management Plan (O&M Plan) will be implemented in accordance with the applicable 404 permits to continually monitor, report, and correct disturbance, if any, to the open space/preserve areas. This document will ultimately be approved by the regulatory agencies and will specify the permitted activities and features within the CSP preserves. For the CSP, preserve and open space areas will be managed in accordance with the City of Roseville Open Space Preserve Overarching Management Plan. The Preserve Overarching Management Plan

governs management of other City-owned preserve areas and provides mechanisms for consistent application of preserve management strategies throughout the City. At minimum, preserve management strategies will address fire/fuel modification zones, mowing activities, grading and construction activities, pedestrian and bikeway paths, storm drainage systems (including outfall locations and the treatment and transfer of stormwater to receiving waters), utility crossings, and other permitted and prohibited activities. In addition, standards will be established to minimize potential future impacts on vernal pools from sources of pollution, including urban runoff and neighboring land uses. Following habitat creation and completion of success monitoring by the applicant, on-site open space preserves will be dedicated to and managed by the City in accordance with the Preserve Overarching Management Plan. Funding for the management of on-site preserve and open space areas will be provided by an annual tax levy via creation of a Community Facilities District (or other funding mechanism).

9.4 Trees

Riparian and oak woodlands are found in the central portion of the CSP generally along Pleasant Grove Creek and in the northern open space. Limited woodlands exist outside of these corridors. The riparian woodland occurs immediately adjacent to the creeks and includes valley oak,

cottonwood, alder, willow, ash and other species. The oak woodland occurs upland and adjacent to the riparian woodlands and creek channels, and consists primarily of blue oak, with small amounts of interior live oak and valley oak. Both the riparian and oak woodlands are an important habitat for a variety of wildlife species, and a significant visual amenity. The portion of University Creek in the northwest corner of the CSP supports approximately thirty (30) mature valley oak trees along its upper bank. There are 458 native oak trees on the CSP site, totaling 9,522 aggregate diameter inches. Nearly 90% of the oak woodlands will be preserved in the CSP within open space areas or park sites.

Development in the CSP and impacts to trees as a result of public and private improvements is subject to the City of Roseville Tree Preservation Ordinance. Regulated activities within the protected zones of native oaks, and proposed tree removals, are subject to approval of a tree permit by the City. The Tree Ordinance requires trees approved for removal be compensated on an inch-for-inch basis either through regeneration/replanting or payment of mitigation fees. Oak woodland compensation on-site in the CSP will occur within the Pleasant Grove Creek corridor and/or in the northern open space preserve. A regeneration/replanting receiving area will be adjacent and connected to preserved woodland areas. Tree

mitigation plans are coordinated through the City's Urban Forester for planting specifications, locations and monitoring.

9.5 Cultural and Historic Resources

Most of the CSP site surface was modified in the past to accommodate agricultural activities which suggest a relatively low sensitivity for surviving cultural resources. Two resources were identified as part of this analysis. The first is an agricultural feature including a residence, barn and corn crib (1981) used to store corn. The residence and barn have been destroyed and the concrete corn crib remains on the site. The second feature is a residence, dating to the 1950s or 1960s which has been completely destroyed.

Structures and deposits in the CSP do not appear to be eligible for the National Register of Historic Places (NRHP) or the California Register of Historical Resources (CRHR). The CSP EIR provides a detailed analysis of the site's cultural and historic resources, including mitigation and direction for further analysis of project-related impacts on cultural and historic resources, and how to proceed if any previously undiscovered or subsurface archaeological artifacts or historical sites are discovered.



Section 10

Implementation

Government
Code Section
65451 requires

every specific plan include a program of implementation measures necessary to carry out its proposed land uses, infrastructure, development standards, and criteria.

Implementation of the Creekview Specific Plan (CSP) is to be administered by the City of Roseville and carried out in accordance with the terms and conditions of several related and approved development agreements, phasing plans, a financing plan, and an environmental impact report, which augment the policies and regulations set forth in the City's General Plan and Municipal Code.

Implementation would also be consistent with State and Federal permit conditions and the federal environmental review document. Implementation of the CSP is intended to result in the systematic and orderly development of the CSP.

The Specific Plan includes a conceptual program for the phasing of units to support financing, and construction of public improvements, review of individual development projects, transfer of residential units, and process for Specific Plan amendments/minor modifications. These programs are summarized in this chapter, with details and specific requirements included in the above-referenced documents.

10.1 Relationship to City Plans and Policies

A. General Plan

The City of Roseville General Plan serves as the long-term policy guide for the physical and economic development of the City. The City's core values are the foundation of the General Plan and the underlying basis for its vision and direction.

The CSP implements the goals and policies of the City's General Plan, and augments these goals and policies by providing specific direction to reflect conditions unique to the CSP. At the time of Specific Plan approval, the City's General Plan and incorporated documents were amended to reflect CSP's land uses and development program. The CSP is consistent with the City's General Plan and incorporated documents as amended.

B. Municipal Code

The Roseville Municipal Code is one of the primary tools for implementing the General Plan. For new development areas, the Municipal Codes' key components are the City's Zoning Ordinance, Subdivision Ordinance, Storm Water Ordinance, Grading Ordinance and Tree Ordinance, which are used in tandem with this Specific Plan to implement the development program. Development standards contained in the City's Zoning Ordinance apply to the CSP. The CSP Development Standards (Appendix A)

identify potential housing variations in the MDR density range and acknowledge the need to define custom development standards as part of tentative map processing for these projects. Where this Specific Plan is silent, the Zoning Ordinance's regulations prevail.

10.2 Specific Plan Related Documents

A. Environmental Impact Report

An Environmental Impact Report (EIR) was certified concurrent with approval of the CSP. The EIR, prepared in accordance with the California Environmental Quality Act (CEQA), examines the potential direct and indirect environmental effects associated with development of the CSP and identifies appropriate mitigation measures to reduce impacts determined to be significant. The EIR analyzes the CSP at a project level, and serves as the base environmental document for purposes of evaluating subsequent CSP-related entitlements. The EIR evaluates the Urban Reserve parcel at a program level.

B. Development Agreement

The property owners within the CSP have executed a development agreement with the City of Roseville to vest the development rights of their properties. The development agreement was approved by the City in accordance with applicable State and local codes, and as such, functions as

legal and binding contracts between the City of Roseville, the property owners, and their successors-in-interest. The development agreement outlines the specific development rights, establishes obligations for infrastructure improvements and land dedications, secures the timing and methods for financing improvements, and specifies other performance obligations for development of the CSP.

C. Development Standards and Design Guidelines

Concurrent with the approval of the project, the Creekview Development Standards (Appendix A) and Creekview Design Guidelines (Appendix B) were approved by the City of Roseville. The Development Standards reference applicable zoning regulations for the CSP and describe a process to achieve a development pattern which would not be otherwise permitted by standard application of the City's Zoning Ordinance. For matters where the Development Standards are silent, the City's Municipal Code prevails.

The Creekview Design Guidelines work in tandem with the City's Community Design Guidelines to provide additional detail in the design, review, and approval of individual projects within the CSP. Elements addressed include subdivision and site design, architecture, landscaping, streetscapes, entries, lighting, signage, and low impact development concepts. All development within the CSP is required to comply with the Creekview Development Standards and Creekview Design Guidelines.

10.3 Phasing Plan for Public Facilities

The CSP provides for a comprehensively planned infrastructure system with coordinated phasing and construction of facilities. Three infrastructure construction phases (Phases A, B and C) are anticipated as the CSP builds out. The boundary of each phase is reflected on Figure 10-1, with residential unit and land use allocations by phase summarized in Table 10-1.

In general, the phasing plan is structured to ensure the improvements in each phase can support its respective

development in compliance with City policies and standards, and the development in each phase can support the costs of the required improvements.

Infrastructure phases identified in the phasing plan may be modified at the discretion of the City, in consultation with all affected City departments.

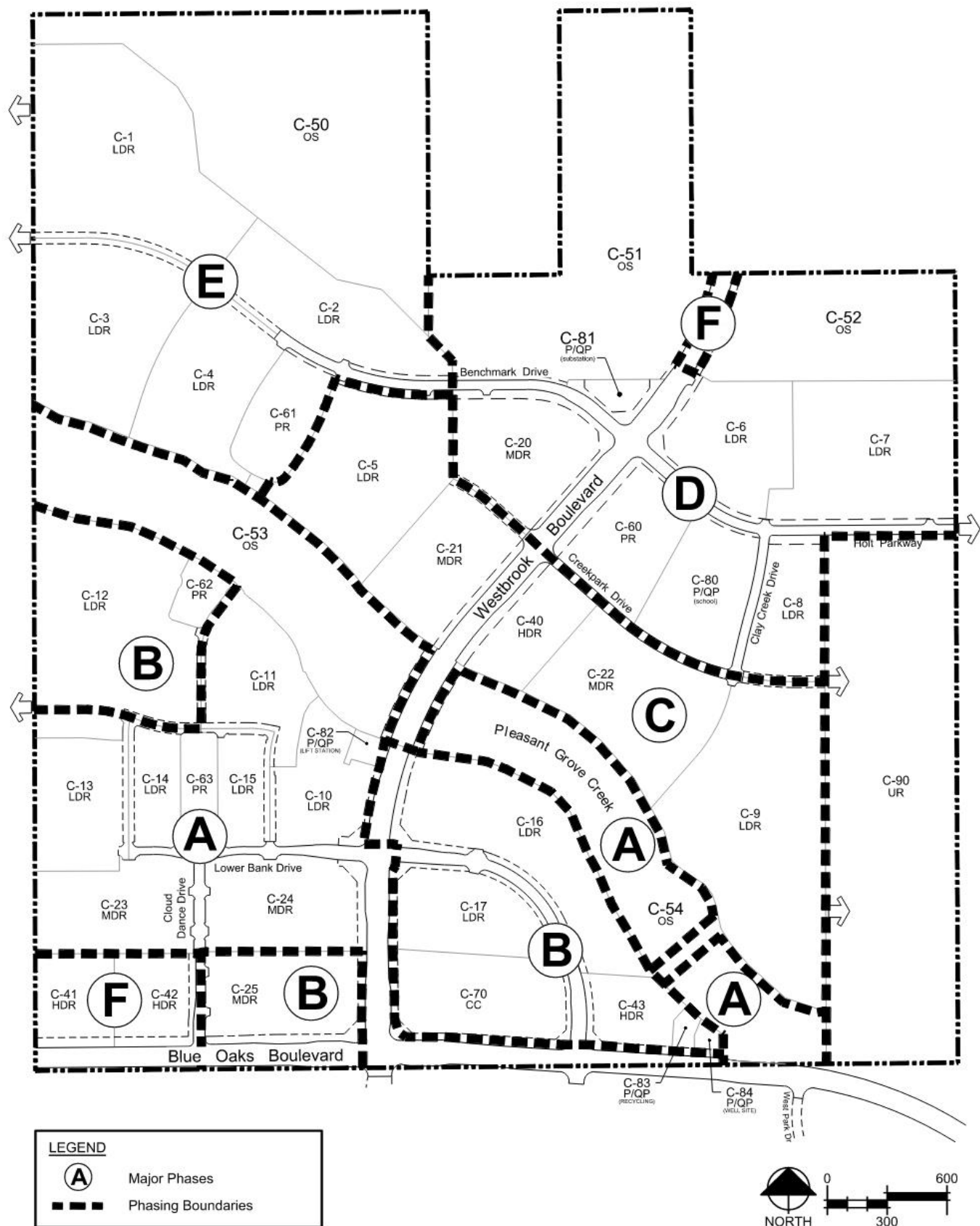
The infrastructure requirements for each phase of development include all on-site backbone infrastructure and off-site facilities necessary for the build out of each phase as described in the CSP Development Agreement.

These include roadways, sewer, water, recycled water, storm drainage, dry utility, paseos, schools, parks, and other facilities and improvements. All in-tract sewer, storm drain, water, dry utilities, and recycled water (if applicable) will be installed as part of local project improvements.

Table 10-1: Land Use and Residential Units by Phase

Phase	A	B	C	D	E	F	Total
LDR	28.0 ac 160 du	38.6 ac 202 du	35.2 ac 171 du	27.9 ac 154 du	53.2 ac 300 du	-	182.9 ac 987 du
MDR	16.3 ac 120 du	7.3 ac 62 du	19.2 ac 199 du	8.8 ac 96 du	-	-	51.6 ac 479 du
HDR	-	3.9 ac 116 du	5.2 ac 168 du	-	-	8.6 ac 263 du	17.7 ac 547 du
Comm	-	9.2 ac	-	-	-	-	9.2 ac
PR	2.6 ac	1.5 ac	-	6.8 ac	4.8 ac	-	15.7 ac
OS	49.7 ac	-	-	50.4 ac	36.6 ac	-	136.7 ac
P/QP	0.7 ac	1.1 ac	0.9 ac	7.6 ac	-	-	10.3 ac
Total	97.3 ac 280 du	61.6 ac 380 du	60.5 ac 538 du	101.5 ac 250 du	94.6 ac 300 du	8.6 ac 263 du	424.0 ac 2,011 du

Figure 10-1: Conceptual Phasing Plan



10.4 Financing of Public Improvements

Construction of public improvements to serve the CSP will be funded by a variety of mechanisms including establishment of one or more Community Facilities Districts (CFD), City impact fees, school impact fees, developer financing and other methods. The CSP Financing Plan, hereby incorporated by reference, demonstrates feasibility and financing mechanisms which could be used to construct the CSP's public facilities. These financing mechanisms are summarized in Table 10-2.

For specific details on financing, refer to the CSP Financing Plan, available at the City of Roseville Finance Department.

❑ **Developer Financing.** Direct developer/merchant builder financing may be used to contribute toward backbone improvements and facilities, shortfall financing, and in-tract subdivision improvements.

❑ **City Impact Fees.** The City of Roseville adopted a set of development impact fees to finance capital improvements. The fee structure requires the payment of fees prior to issuance of a building permit. The City collects park fees, drainage fees, sewer connection fees, solid waste fees, water connection fees, traffic mitigation fees, and public facilities fees.

❑ **Community Facilities District.**

One or more Community Facilities Districts (CFD) may be established to help fund the construction and/or acquisition of backbone infrastructure and facilities to serve the CSP. The 1982 Mello Roos Community Facilities Act enables cities and other entities to establish a CFD to fund various facilities and services.

The proceeds of the Mello-Roos special tax can be used for direct funding of facilities and/or to service debt. A separate CFD for Services will be established for maintenance of certain facilities which provide special benefit to the CSP. Such facilities may include landscape corridors and medians, open space preserves, paseos, bike paths, bus stops and shelters, drainage and storm water treatment facilities and neighborhood parks. In addition, the CFD for Services may be used to fund governmental services which directly benefit residents of the CSP, including police, fire, library and other governmental services.

❑ **School Impact Fees.** The various school districts have established fees, in accordance with Section 17620 of the California Education Code, to be used to construct school facilities. Pursuance to Section 65995 of the California Government Code, these school impact fees will be collected by the school district prior to issuance of a building permit.

As noted, other financing mechanisms may be utilized, including creation of private districts or associations to fund maintenance of certain facilities within the CSP. Specific financing requirements, improvement obligations, fees, reimbursements, land and easement dedications and conveyances, maintenance, and other financing and improvement related obligations are detailed in the development agreement.

Table 10-2: Public Improvement Financing Mechanisms

Improvement/Facility	Financing Options
Roadway Improvements	CFD/Traffic Fees/Developer Financing
Storm Drain Infrastructure	CFD/Developer Financing
Water Infrastructure	CFD/Water Connection Fee/Developer Financing
Sewer Infrastructure	CFD/Sewer Connection Fee/Developer Financing
Recycled Water Infrastructure	CFD/Developer Financing
Electric Facilities	CFD/Utility Rates/Developer Financing
Parks	Park Fees/Developer Financing
Paseos	Paseo Fees/CFD/Developer Financing
Bike Trails	Bike Trail Fee/CFD/Developer Financing
Open Space Amenities	CFD/Park Fees/Developer Financing
Library	Public Facilities Fee
Schools	School Impact Fees/State Funding
Other City Facilities	General Fund/CFD/Developer Financing
County Facilities	County-Wide Facilities Fee
Maintenance Services ¹	General Fund/CFD
Governmental Services ²	General Fund/Public Facilities Fee/CFD

¹ Landscape corridors and medians on roadways, parks and related facilities, paseos, open space areas, bike and pedestrian paths and/or trails, bus stops and shelters, detention and storm water treatment facilities.

² Police, fire, library, or general governmental services.

10.5 Subsequent Entitlements and Approvals

A. City Processing

Individual development projects within the CSP are subject to review and approval of subsequent permits and entitlements by the City of Roseville (e.g. subdivision review, design review, conditional use permits, variances, and/or other permits). Application and processing requirements shall be in accordance with the City's Zoning Ordinance and other regulations, unless otherwise modified by this Specific Plan.

All subsequent development projects, public improvements and other activities shall be consistent with this Specific Plan and accompanying Development Standards and Design Guidelines, the development agreement, applicable City of Roseville policies, requirements and standards and all State and Federal permit conditions and environmental review documents (CEQA and NEPA). In acting to approve a subsequent project or permit, the City may impose conditions as are reasonably necessary to ensure the project is in compliance with the Specific Plan and all applicable plans and regulations.

B. Environmental Review

Each subsequent development project shall be reviewed to ensure compliance with the California Environmental Quality Act (CEQA).

The Creekview Specific Plan Environmental Impact Report (EIR), certified concurrent with approval of the Specific Plan, serves as the base environmental document for subsequent entitlements. Development applications will be reviewed on a project-by-project basis to determine consistency with the EIR.

In general, if a subsequent project is determined to be consistent with the Specific Plan and within the scope of the EIR, further environmental review may not be necessary. Section 65457(a) of the California Government Code and Section 15182(a) of CEQA provide no EIR or negative declaration is required for any residential project undertaken in conformity with an adopted Specific Plan for which an EIR has been certified. If it is determined a development application is inconsistent with the Specific Plan and/or substantial evidence exists to support the occurrence of any of the events set forth in CEQA Guidelines Section 15183, a determination will be made as to the appropriate subsequent environmental document.

A mitigation monitoring program has been adopted with the CSP EIR in accordance with Public Resources Code 21081.6 to help ensure implementation of EIR mitigation measures.

C. Approvals from Other Agencies

Appropriate Local Agency Formation Commission (LAFCO), state, and federal approvals and permits are required prior to any development activity within the CSP. Plan implementation would be carried out consistent with all applicable permit conditions and the federal environmental review document.

10.6 Amendments and Minor Modifications

Proposed changes to a specific plan typically require approval of a Specific Plan Amendment (SPA). Specific Plan Amendments are processed in the same manner as the initial Specific plan adoption, requiring review by the Planning Commission and action by the City Council.

However, because the CSP will build out over several years, it is anticipated the Specific Plan may need to respond to changing market conditions and City expectations during the course of buildout. To provide a degree of flexibility in responding to changing conditions, the CSP allows for administrative approval of Minor Revisions to the Specific Plan, including the Creekview Development Standards and Creekview Design Guidelines in Appendices A and B. The Development Services Director, or designee, shall determine whether a proposed revision is minor, and may act upon a minor revision to the

Specific Plan and appendices administratively, as specified below.

A minor revision to the Specific Plan may be processed and acted on administratively if determined by the Development Services Director to be in substantial conformance with:

1. The overarching vision and community design principles intended for the Creekview Specific Plan, including applicable development standards and design guidelines;
2. The Specific Plan development agreement(s);
3. The City of Roseville General Plan; and
4. The Specific Plan Environmental Impact Report.

Examples of minor revisions to the CSP include, but are not limited to:

- ☐ The addition of new or updated information which does not substantively change the Specific Plan.
- ☐ Minor adjustments to land use boundaries of residential, commercial, or park parcels, to open space edges between developable and non-developable land, or to street alignments, where the general land use pattern is maintained.
- ☐ Minor modifications to, and interpretations of, the development standards, as permitted by Section 19.74.020 of the Roseville

Municipal Code for Administrative Variances, if it is determined such changes are equal to or better than the original intent of the CSP.

- ❑ Changes to the provision of public infrastructure and facilities do not impact the level of service provided or affect the development capacity in the CSP.
- ❑ Modifications to the Design Guidelines (such as revisions to design treatments or changes in specified plant materials, alterations of site concept plans, etc.) if it is determined design intent is maintained.
- ❑ Modifications to the provisions for infrastructure and construction timing which do not change the ability to provide adequate infrastructure for the development.

Any proposed minor revision to the CSP may, at the sole discretion of the Development Services Director, be referred to the Planning Commission and City Council for action.

Determinations and actions by the Development Services Director may be appealed to the Planning Commission.

If the Development Services Director determines a proposed amendment does not meet the above criteria, a Specific Plan Amendment (SPA) shall be required.

10.7 Minor Residential Unit Transfers

The large lot parcels on Creekview's land use plan are assigned a residential dwelling unit allocation, with associated gross land use density. These assignments were made at the time of Specific Plan approval based on an assessment of the constraints and opportunities of each large-lot parcel and anticipated long-term demand for various housing types. As individual residential small-lot parcel maps are processed over time, a more detailed assessment of site, market, and other conditions will occur. It is anticipated this process may result in the need to adjust (reduce or increase) the number of units assigned to some large-lot residential parcels.

This Specific Plan includes a provision which allows the City to approve minor residential density adjustments and permit the transfer of residential units between large lot parcels. The Development Services Director may administratively approve a residential unit transfer/density adjustment between any Specific Plan large lot parcels provided the following conditions are satisfied:

1. The transfer and receiving parcels are located within the Creekview Specific Plan and are subject to a development agreement;
2. The transfer of units does not result in a change to the land use designation, specifically, the transfer does not: (a) reduce the number of units from the

- transfer parcel below the minimum number of units allowed by the applicable land use designation; or (b) increase the number of units to the receiving parcel above the maximum number of units allowed by the applicable land use designation;
3. The transfer of units does not result in increased impacts beyond those identified in the Specific Plan EIR and does not preclude the ability of the parcels to conform to the applicable standards or regulations contained in this Specific Plan and related Development Standards and Design Guidelines;
 4. The transfer of units does not adversely impact planned infrastructure, roadways, schools, or other public facilities, or fee programs and assessment districts;
 5. The cumulative increase or decrease in units resulting from the adjustment does not change the unit allocation by more than 20% of the units to either the transfer or receiving parcel, as established at the time of the original approval of the specific plan;
 6. HDR units designated as affordable units may be transferred administratively until such time they are encumbered by an Affordable Housing Regulatory Agreement (or other form as approved by the City); and
 7. For HDR parcels, unit transfers may be approved between HDR parcels administratively, provided the resulting density of an affected HDR parcel does not fall below 20 units per acre.

The transfer of residential units, if consistent with the above criteria, is administrative in nature, is contemplated by and within the intent of this Specific Plan and the Specific Plan EIR, and will not require an amendment to the Specific Plan, zoning, the development agreement, or the City General Plan.

To request a residential unit transfer, the owner or owners of both the transfer and receiving parcels shall submit a complete Administrative Permit application to the Development Services Director which (a) identifies the affected parcels; (b) designates the number of units being transferred; (c) provides other documentation as required by the Development Services Director to determine compliance with the above unit transfer criteria; and (d) includes a revised Specific Plan Table 4-1, Plan Area Land Use Summary and Table 4-2, Land Use, Zoning, & Acreage by Parcel, reflecting the adjusted unit counts and densities. The revised table will be the official record tracking unit allocations to each large lot residential parcel.

If the Development Services Director determines the residential unit transfer is not consistent with the above criteria, the residential unit transfer may be denied or may be referred or appealed to the Planning Commission and/or City Council for action. Any determination of consistency may, at the discretion of Development Services Director, be forwarded to the Planning Commission for review. The applicant

may request density adjustments which do not comply with the above criteria. Such requests shall require an amendment to the Creekview Specific Plan.

All unused units must be transferred prior to the City's approval of the last small lot final map or Design Review Permit for any residential large lot parcel within the CSP. Any units assigned to a large lot parcel which are not used by a tentative map/Design Review Permit or are not approved for transfer, shall revert to the City and landowners shall have no subsequent claim to such units.



Appendix A

Development Standards

A.1 Applicable Zoning and Development Standards

Zoning and development standards for the CSP residential parcels are referenced in the Creekview Specific Plan (CSP) document and included in the City of Roseville Zoning Ordinance. Figure 4-1 and Table 4-1 in Chapter 4, Land Use, of the CSP document identify zoning districts applied to the CSP parcels. For residential areas, these include RS/DS and R3, consistent with the Zoning Ordinance's districts and definitions for residential zones.

A.2 RS/DS Development Standards

Where applied, the RS/DS (Small Lot Residential/Development Standard Overlay) zone district establishes the development standards for both LDR and MDR densities. The RS/DS zone district allows a range of housing types and lot sizes to respond to different household needs and market segments.

RS/DS development standards for single family residential units are listed in Table A-1.

A Design Review for Residential Subdivision (DRRS) consistent with the City's Community Design Guidelines is also required for housing product in the RS/DS zoning district that is greater than seven (7) dwelling units per acre.

A.3 Residential Product Types in the RS/DS Zone

The types of residential products which could be accommodated in the RS/DS zone are illustrated on the following pages. The samples of housing types shown herein illustrate the design flexibility permitted in a RS/DS zone to accommodate compact residential densities. Other housing types, not yet contemplated, may also be permitted with approval of a DRRS. Implementation of these housing product types may require defining new development standards, in support of the specific design characteristics, through the City's DRRS process. The City encourages a variety of housing types in the RS/DS district.

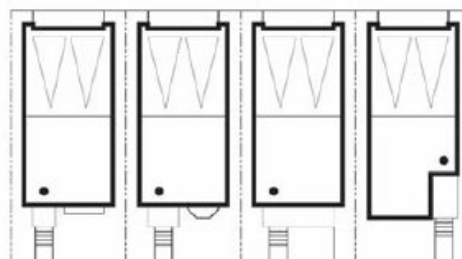
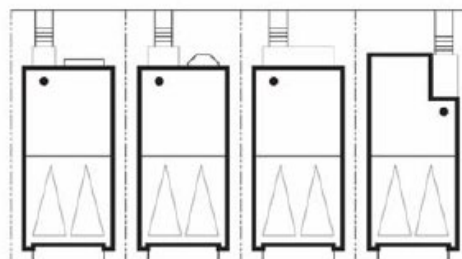
Table A-1: RS/DS Development Standards

	Single Family with Attached Sidewalk ⁴	Single Family with Separated Sidewalk ^{2, 4}
Lot Size (minimum)		
Area, Interior Lot	<i>2,800 square feet</i>	<i>2,800 square feet²</i>
Area, Corner Lot	<i>3,300 square feet</i>	<i>3,000 square feet²</i>
Width, Interior	35 feet	35 feet
Width, Corner	<i>42.5 feet</i>	<i>42.5 feet</i>
Permitted Density (maximum per lot)		
Residential Density	1 dwelling; 1 second unit	1 dwelling; 1 second unit
Setbacks (minimum)		
Front ³	<i>14 feet to living space or side wall of garage;</i> 18 feet minimum driveway depth with roll-up garage door	<i>9 feet to living space or side wall of garage;</i> 18 feet minimum driveway depth with roll-up garage door
Sides ^{3, 5}	5 feet interior side 12.5 feet street side on corner	5 feet interior side <i>7.5 feet street side on corner</i>
Rear	<i>10 feet to first story wall</i> <i>15 feet to second story wall</i>	<i>10 feet to first story wall</i> <i>15 feet to second story wall</i>
Coverage (maximum)		
Site Coverage	None and <i>no minimum usable open space required</i>	None and <i>no minimum usable open space required</i>
Height (maximum)		
Height	35 feet	35 feet
Other Provisions		
Front Yard Stagger	None required, but optional per unit design	None required, but optional per unit design
Second story wall separation	10 feet	10 feet
Two-story unit mix	No limit	No limit
Stagger for third car garages	2 feet between third car bay and two-car garage	2 feet between third car bay and two-car garage

1. Items in *italics* represent modifications to City Zoning Ordinance standards.
2. Sidewalk separated from back of curb by 5-foot planter strip.
3. Front setback (and side setback where adjacent to street) measured from back of walk. If no sidewalk is present, setbacks are measured from back of curb. Minimum separation between two-story elements shall be 10 feet.
4. A DRRS permit (required for subdivisions greater than 7 units per acre) is required for compliance with the standards above.
5. Fence side yard setback is 5 feet from back of walk where facing a street with an attached sidewalk. Fence side yard setback is 2.5 feet from back of walk where facing a street with a detached sidewalk.

Sample Housing Types

Detached Townhomes



Neighborhood Street



Source: The KTG Group, Inc.

Sample Housing Types

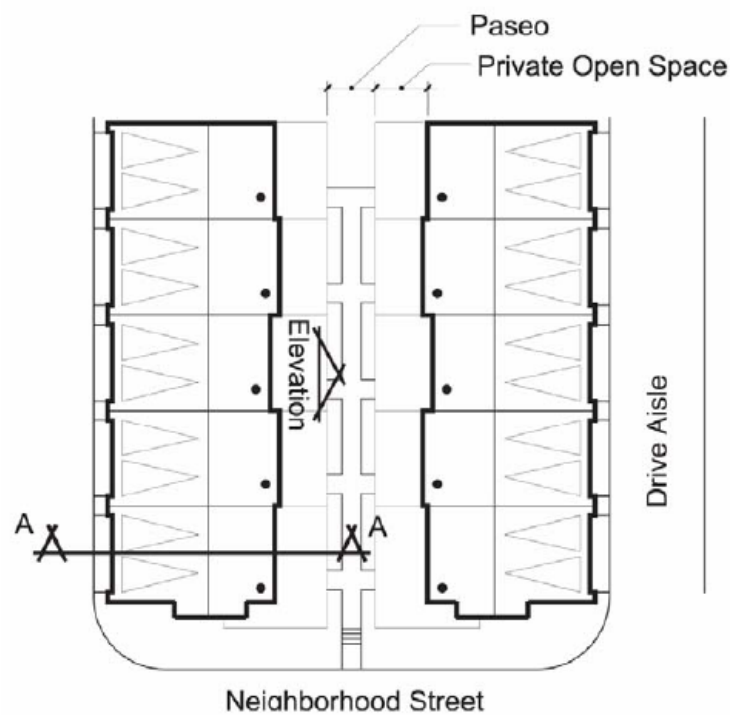
Green Court Cluster Homes



Source: The KTG Y Group, Inc.

Sample Housing Types

Attached Townhomes



Source: The KTG Group, Inc.

Sample Housing Types

Cluster Product



Source: *Danelian Associates
Architecture + Planning*



Appendix B

Design Guidelines

These design guidelines are an appendix to the Creekview Specific Plan (CSP) and supplement the City's Community Design Guidelines. They are intended to provide design guidance for the physical form and visual character of the CSP.

This chapter should be used in conjunction with applicable development standards in Appendix A, the Community Design Guidelines, design specifications approved for development projects via the City's DRRS process, as well as the various regulations and policy guidance provided throughout the Specific Plan. These elements are to be considered by City staff, Planning Commission, and City Council in their review of individual development projects.

The guidelines are intended to encourage quality and creativity for individual development projects in CSP. They are not to be applied as strict standards recognizing there are several design options which can achieve the desired intent. In addition, graphics, photos, and other imagery are used to help illustrate the successful application of guidelines, and do not dictate specific styles or architectural character.

Through these guidelines, the intent is to allow the community, commercial, neighborhood, and home design elements to respond to market conditions, site constraints and opportunities, and other factors. While flexibility is needed, application of these guidelines is important to achieve the quality community described in Chapter 3, Vision and Principles.

Relationship to City Documents

Other standards and guidelines applicable to the CSP are set forth in the following documents, which should be referenced in the design of all uses in the Plan Area:

- ☐ Roseville Municipal Code-Title 19, Zoning Ordinance
- ☐ Community Design Guidelines
- ☐ Roseville Sign Ordinance
- ☐ Roseville Water Efficient Landscape Ordinance
- ☐ Roseville Design and Construction Standards
- ☐ Roseville Parks Construction Standards
- ☐ Roseville Subdivision Ordinance
- ☐ Stormwater Quality Design Manual

Modifications to CSP Guidelines

These Design Guidelines are intended to help direct the design of CSP's community design elements. It is expected the Plan Area will build out over several years, and conditions may change. The City recognizes the need for flexibility in the implementation of these Guidelines and new conditions affecting the appropriateness of some of the Guidelines may arise. The Specific Plan provides for the administrative approval of minor modifications to these Design Guidelines. For administrative approval of minor modifications, requested deviations must be determined to be consistent with the spirit and intent of the design guidelines. Please refer to Section 10.6, Amendments and Minor Modifications, of Chapter 10, Implementation, for additional information regarding modifications.

B.1 Landscape Architecture

The guidelines for landscaping establish a basic landscape theme. The guidelines for landscaping unify elements of the CSP, reinforcing the sense of place envisioned for the planned community. Landscape plans prepared for roadway corridors, entrance gateways, and open space edges should conform to these guidelines. Landscape design should be appropriate for the local climate and soil conditions, use of water-conserving plant species whenever possible, utilize recycled water irrigation systems, install water efficient, low volume irrigation systems and controls, harmonize with the native vegetation, and provide an appropriate transition between the formal landscaping in developed areas and the natural character of the open space areas.

This section outlines landscape themes and street tree planting concepts.

A. Overview and Approach for Landscaping

The planting approach for CSP incorporates a hierarchy of trees, shrubs, and groundcovers to define the public realm. Along streetscapes, the landscape architecture should utilize a consistent application of plantings from the plant palette, with trees which hold a strong street edge and create an intimate environment for the pedestrian experience. In larger

landscaped areas, such as entrance gateways, landscape concepts should reinforce the landscape theming concepts, with a diversity of trees, groundcovers, and shrubs used to visually punctuate these areas and make them distinct features in the landscape. Along Open Space preserve interfaces, the landscape design approach should enhance the Plan Area's existing setting by incorporating native plant species which create a visual transition from the developed environment.

Landscaping should utilize water-conserving plant species to the extent needed to comply with the Water Efficient Landscape Ordinance (WELo), recognizing groundcovers may be used in many areas and turf in select areas. Water-conserving plants should be selected on their ability to thrive without the use of spray irrigation when established.

Throughout the Plan Area, irrigation should be consistent with the requirements of the City's adopted Water Efficient Landscape Ordinance. In addition, water conservation standards are provided in Section 8.1 of Chapter 8, Utilities.

B. Planting Concept for Streetscapes (Major Roads)

Landscape corridors and medians (where applicable) on arterial and collector streets should be landscaped with a combination of trees, shrubs, and groundcover consistent with the following guidelines:

Primary Street Trees

Primary Street Trees should be planted between the street edge and sidewalk or in a front yard, as appropriate per each street design standard. Consistent application of a primary street tree will provide a scale to each street, helping define its form and visual character. Special consideration should be given to tree types in special places, such as entrance gateways or near the Westbrook/Blue Oaks Commercial Center, where a deviation in tree type will visually distinguish these features from the balance of the streetscape.

Primary street trees shall be:

- ☐ Large-scale, single-trunk trees, primarily deciduous, with high canopies growing over the roadway.
- ☐ Selected from the City's Tree List.
- ☐ Spaced 30-feet on center.
- ☐ Planted from a minimum 15-gallon container.
- ☐ Planted in a regular linear fashion, set back from the curb far enough to accommodate ultimate growth. Root barriers and deep root irrigation shall be installed on trees planted within 5-feet of a curb, paved surface, sidewalk or wall.

Secondary Street Trees

Where appropriate, secondary street trees should be used as background trees in the landscape corridors to add contrast to the linear plantings of primary street trees. Median trees are also considered

secondary trees, and may duplicate the

primary street trees or provide contrast in the median to reinforce a street's landscape theme.

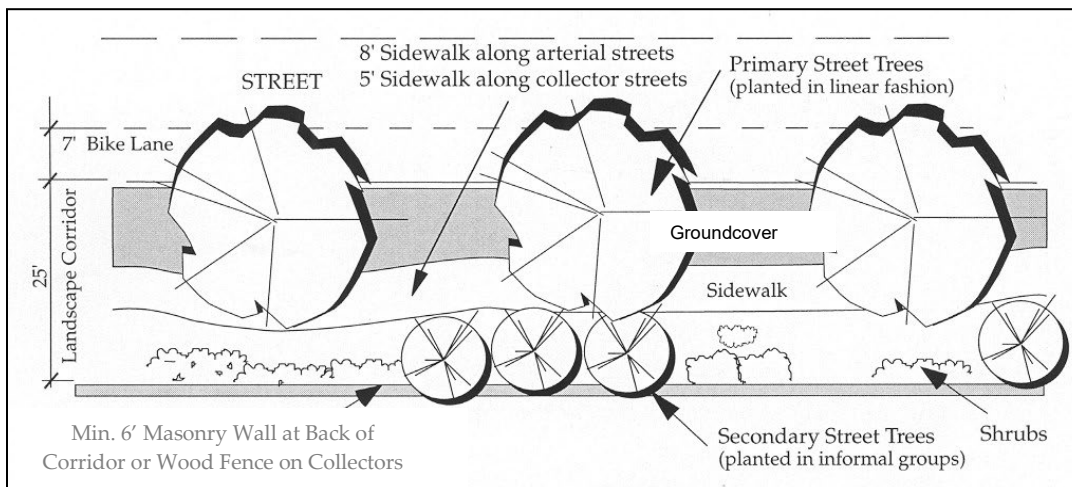


Figure B-1: Typical Landscape Corridor Street Planting Concept

Secondary trees should also be used to provide color and accents at neighborhood entries and at points of interest along the streetscape.

Secondary trees shall be:

- ❑ Planted in informal fashion as determined by space and tree species in landscape planter.
- ❑ Selected from the palette in Appendix B-1.
- ❑ Distinctive in form and/or color.
- ❑ Complementary to the form of the primary street tree.
- ❑ Planted from a minimum 15-gallon container.
- ❑ Spaced an average of 30-feet on center, or in equivalent quantities if planted in clusters in landscape planters.
- ❑ Utilize recycled water for irrigation and water efficient irrigation systems and controls.
- ❑ Spaced at an average of 30-feet on center in medians.

Shrubs

Shrubs should be used in landscape corridors and medians to provide a visual barrier to fences, walls, and utility equipment, soften the ground plane, and visually link all landscape materials. Shrubs should be:

- ❑ Planted from a minimum one- to five-gallon container.
- ❑ Selected according to size, color, texture, water use, and seasonal interest.

- ❑ Placed to not obstruct important pedestrian or vehicular sight lines or threaten the safety of pedestrians.

Groundcover

Along major roadways including arterials and collectors, groundcover should be planted in all portions of landscape corridors, entrance gateways, and/or medians not planted with shrubs. Selection of plant material should also consider the pedestrian use of a particular area. High-activity areas such as parks and pedestrian corridors should be strategic in the use of turf in order to maximize water conservation. Groundcovers, particularly those utilizing drip or other low-volume irrigation, should be used in low-activity areas along arterials and collectors.

Utilization of groundcover should consider the following:

- ❑ Turf should be used sparingly in planter strips between the sidewalk and curb along arterial and collector streets. Usage should be consistent with the City's Water Efficient Landscape Ordinance.
- ❑ Non-turf groundcover (or a combination of turf and non-turf groundcover) is preferred behind the back of sidewalks on major roadways.

- ☐ Other non-living materials such as bark and boulders may be combined with ground-cover to add variety to the landscape.
- ☐ Hydroseeded areas should have strict weed-abatement measures implemented.
- ☐ Turf may be installed in areas with a maximum 4:1 slope. Non-turf groundcovers should be used on slopes steeper than 3:1.
- ☐ Drought-tolerant or water-conserving groundcover species requiring low-water usage and low flow irrigation are encouraged.

C. Street Tree & Groundcover Palettes (Major Roads)

Street trees and groundcover for landscaping along major roadways shall be consistent with the City's Tree List. The City's tree list includes groups of tree species based on their appropriate planter size, and should be used accordingly to select trees for various streets within the community.

A small, but consistent palette of trees should be selected from the Creekview Plant Palette (Appendix B-1) and applied uniformly throughout the Plan Area in order to create a strong, unified landscape framework. As described above for the application of primary and secondary street trees, proper use of this palette will help define CSP's character. Other plant species may be considered to augment this palette, subject to review and approval by the City.

D. Unique Landscape Design Considerations

Powerline Corridor on Westbrook and Blue Oaks Boulevards

In addition to the landscape guidelines noted above, the following additional standards shall apply to the portions of landscape corridor adjacent to Westbrook and Blue Oaks Boulevards within the powerline easement.

- ☐ Landscaping within the power line easement is restricted to shrubs, groundcover, turf, and low-growing trees, subject to review and approval by Roseville Electric.
- ☐ No permanent structures other than electric utilities may be placed within the electric easement.
- ☐ Lighting structures and landscaping within the powerline easement should not exceed 15-feet (at maturity) above ground elevation, and should not be within 25-feet of the nearest high-voltage transmission line conductor.
- ☐ Berms should not be placed next to the base of powerline poles.
- ☐ All grading, landscape structures (including lighting and fencing) and landscaping on a public-utility easement or near a public utility are subject to final approval by the City.

Median Breaks

Median breaks on arterial streets are limited to those shown on Figure 6-17 in Chapter 6, Circulation. The purpose of controlling the number and location of these breaks, in addition to controlling traffic movements, is to ensure a strong, continuous street tree and landscape treatment can be provided along the streetscape. On a limited basis, additional median breaks may be considered on a case by case basis. The following standards shall apply to median breaks:

- ❑ Additional median breaks will be considered when a demonstrated benefit is shown to increase the level of service of an otherwise already degraded signalized intersection adjacent to the location of the desired breaks.
- ❑ Median breaks along arterial streets should be spaced to allow for standard turn pocket and taper lengths.
- ❑ Breaks should be spaced to provide a sufficient area for median landscaping and to prevent small islands which cannot be landscaped due to size constraints.
- ❑ Median design should avoid creating conditions where hardscape must be installed in lieu of landscaping due to site distance requirements.
- ❑ A minimum of five (5) trees, spaced at maximum intervals of thirty feet (30') on-center, shall be provided in any one section of median.

- ❑ Special cases deviating from these standards may be considered at the discretion of the City Engineer on a case by case basis.

E. Landscape Guidelines for Residential Streetscapes

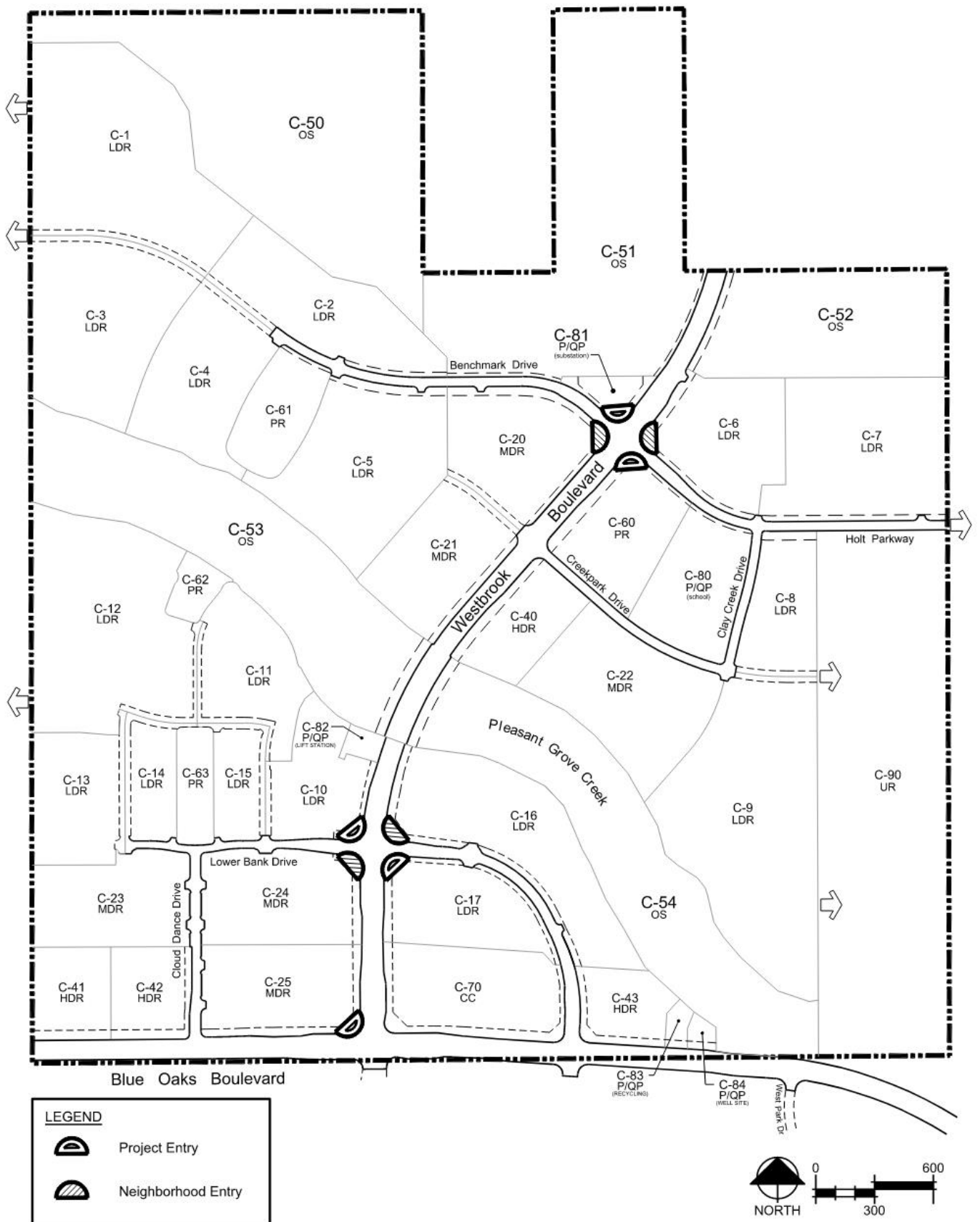
Front yard landscaping in residential areas (including planter strips between curb and sidewalk, where present) is subject to the provisions of the City's Water Efficient Landscape Ordinance (WELO) and the CSP Water Conservation Plan. The CSP encourages the use of water conserving plant species and selected use of turf and groundcovers. In instances where the WELO applies, landscaping and irrigation systems along residential streetscapes should comply with the following guidelines:

- ❑ When separated sidewalks are used within residential subdivisions, turf should be encouraged in planter strips between the sidewalk and the curb, provided the irrigation system complies with the City's Water Efficient Landscape Ordinance (WELO).
- ❑ Where turf is not feasible, other walk-on groundcovers may be used as specified in the Plant Palette (Appendix B-1).
- ❑ Front yard landscaping should be consistent with the guidelines for plan-wide water conservation, as outlined in Section 8.1 of Chapter 8, Utilities.

B.2 Entry Features and Signage

Entrance features are visually prominent elements of the public realm which create a sense of arrival into both the City and CSP. Sited at key locations, these features should have a unified application of hardscape elements, project icons, landscaping, and accent materials to define CSP's visual character. Through repetition of a consistent application of hardscape and landscape elements, the overall design theme of the public realm is reinforced. Two types of entry features are planned including Project Entries and Neighborhood Entries. Figure B-2 illustrates the location of project and neighborhood entry features described below:

Figure B-2: Entry Feature Locations



A. Project Entries

Project entries are elements which visually reinforce the streetscape theme within the Plan Area and announce arrival to the project. Project entries are intended to be more prominent in scale compared to neighborhood entries.

Project entries are planned at the entries to the project at Westbrook Boulevard/Blue Oaks Boulevard and Westbrook Boulevard/Northern Preserve Open Space (Parcels C-51 and C-52), along arterial roadways. The Westbrook Boulevard/Blue Oaks Boulevard entry will be most significant entry feature. The application of landscape and hardscape materials may vary between the two entry features, however the intent is for the appearance of both features to complement one another.

Project entries will be located in the landscape corridor within the right of way at the corners of intersections, typically where a corner clip is provided in the adjacent residential neighborhood, which creates an enlarged landscape corridor along the street. Elements of the project entry feature may be located in the median near the entry, subject to review by Public Works.

The design characteristics of project entry features shall be directed by the following guidelines:

- ❑ Large-scale iconic hardscape elements, such as masonry walls, pilasters, or obelisks, which flank each side of the roadway to visually demark entry into a neighborhood. Materials shall be natural and non-painted.
- ❑ Hardscape features should include iconic elements, such as monuments, walls, pilasters, raised planters, plazas, and/or architectural elements, derived from a common palette of materials, colors and exterior finishes.
- ❑ Low walls with decorative caps, used in conjunction with pilasters at street edges, reinforcing the sense of arrival.
- ❑ Hardscape elements clad with stone or other natural materials, which complement the streetscape design theme and reinforce the character of the landscape.
- ❑ Identification signage, if provided, incorporated into the design of hardscape features in a subtle manner, monolithic, bolt-in and non-metallic, as permitted by the Roseville Sign Ordinance.
- ❑ Landscape materials shall utilize water-conserving species and incorporate accent trees, shrubs, and groundcovers which harmonize with the overall landscape theme of CSP, visually punctuating the gateway as a significant element of the public realm.

- ❑ Indirect above-ground accent lighting incorporated with concealed fixtures to provide a subtle lighting wash across hardscape and landscape elements during nighttime hours.
- ❑ Evergreen and deciduous accent trees are selected and incorporated to further define the design and physical form of the entry feature, sized to complement hardscape elements and reinforce the sense of arrival.
- ❑ Water-conserving accent plants and groupings of shrubs and groundcovers to add color and variety to the entry.



B. Neighborhood Entries

Neighborhood entries are entry features which create or enhance a formal entrance into a subdivision. Neighborhood entries are intended to be smaller in scale than a Project Entry.

The design of neighborhood entries should utilize the same palette of materials, colors, and exterior finishes of the corresponding project entry, which may vary throughout the CSP. The overall appearance should be complementary to one another in order to maintain the overall visual character of CSP. The design characteristics of these features should be directed by the following guidelines:

- ❑ Typically located at a subdivision entrance, either in an entrance median or along each side of the street, at the primary access point from an arterial or collector street.
- ❑ Thematic wall or other hardscape features (such as trellises, raised planters, pilasters, etc.) consistent with the overall design theme established for the subdivision. Materials to be natural and non-painted.
- ❑ Subdivision identification signage incorporated into the design of hardscape features in a subtle manner, as permitted by the Roseville Sign Ordinance. Subdivision identification signage shall be monolithic, bolt-in and non-metallic.

- ❑ Iconic emblems, logos, or symbols used to identify the subdivision, which reinforces the streetscape theme.
- ❑ Features shall be monolithic, bolt-in and non-metallic.
- ❑ Design in a manner which does not impact site distance requirements for automobiles.
- ❑ The number, height, and size of all signs shall be consistent with the requirements of the Roseville Sign Ordinance.



C. Site Design for Entry Features

City gateways and project entry features should be located in “corner clips” (triangular landscape corridor enlargements at street intersections). The following parameters should be used to guide the site design and landscape/hardscape elements for all entrance features located at intersections:

- ❑ Where fencing is provided at the rear of corner clips, the fencing should consist of a masonry wall (with pilasters or columns) to match or accent the adjacent masonry wall.
- ❑ Improvements within corner-clip areas should allow adequate vehicular lines of sight at intersections.
- ❑ Corner-clip offset from the edge of the required landscape corridor should be consistent with the design standard in Figure 6-16, in Chapter 6, Circulation. Non-triangular corner clips are permitted (i.e., curved, stepped, etc.) provided they do not encroach into the minimum offset area.
- ❑ Corner clips should be landscaped in a manner compatible with the adjacent landscape corridors, and shall include accent plantings.
- ❑ Accent light fixtures should be an above-ground design.

D. Signage on Entry Features

Identification signage is permitted on entrance features, consistent with the Roseville Sign Ordinance. Sign text is permitted to identify CSP or specific community (i.e. Creekview or XYZ Communities) at project entries. Signage may also be used to identify subdivisions at neighborhood entrances.

Signage should utilize high-quality materials which will endure outdoor seasonal conditions and resist vandalism. Signs and sign lettering are encouraged to be monolithic or panels/plaques, versus individual letters, such as those listed below. All signs are subject to review and approval by the Parks and Recreation Department and subject to provisions in the Roseville Sign Ordinance.

Entry feature signage should feature the following types of characteristics:

- ❑ Flush mount channel letters
- ❑ Flush mount masonry Cast concrete signage

All sign elements on pilasters or walls shall use mounting hardware securely embedded into the surface onto which it is affixed. Salvageable materials (metals) shall be avoided. No epoxy-mounted elements are permitted. Where signs and monuments are to be up-lit, such lighting equipment shall be approved by the City.

B.3 Street Lighting

Themed street lighting may be used within the development to help establish an overall design theme for the Plan Area. Where desired, decorative, “acorn” fixtures may be used on collector and residential streets. Decorative light fixtures are also encouraged on private streets and on major driveways within medium-density and high-density residential developments.

All street lighting shall meet the street lighting standards established by Roseville Electric, including illumination standards and fixture style. Figure B-3 illustrates a City-approved design detail of an acorn-style light fixture.



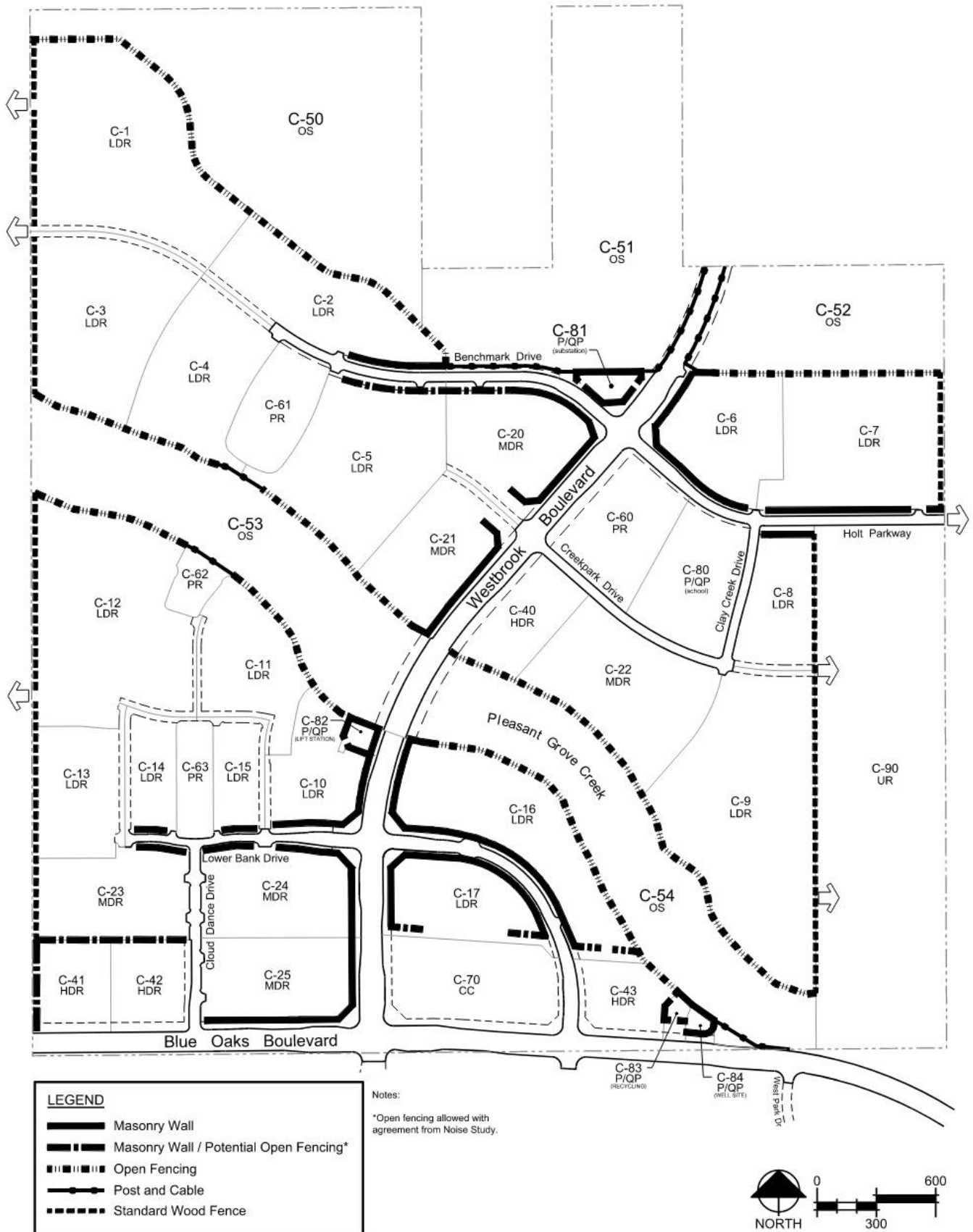
Figure B-3: Acorn-Style Street Light

B.4 Walls and Fencing

Walls and fences throughout the CSP are intended to provide screening to land uses, create a transition between developed areas and open space, secure off-site edges from public access, and provide privacy and security for private property. Design and material for walls and fencing varies throughout the Plan Area, depending on the specific purpose.

The location of each wall and fence type is shown on Figure B-4. Several wall and fence types are specified for use in CSP, with the general design characteristics for each specified below. Fence and wall types for individual uses shall be determined with Design Review Permits.

Figure B-4: Wall and Fence Locations



A. Masonry Walls

Masonry walls are intended to provide security, screening, privacy, and/or sound attenuation where appropriate along roadways or between differing land uses. The typical application of masonry walls is on arterial roadways, along the back edge of the landscape corridor where needed for sound attenuation, as illustrated on Figure B-4.

The guidelines below outline the key design requirements and common applications for masonry walls in the Plan Area:

- ❑ Masonry walls along public streets should be placed to avoid blocking views to the open space corridors and should not obstruct underground or above-ground electric, telephone, cable, water, or sewer services or equipment.
- ❑ Walls should be a minimum of 6'-high along arterial roads, or higher if necessary to meet the requirements of a site specific noise analyses. For walls higher than 6' in height, designs should be encouraged for walls to be constructed atop low earthen berms.
- ❑ Opportunities for wall openings between land uses should be included where appropriate to encourage and facilitate pedestrian connection/access between land uses (i.e. between residential and commercial sites and between residential neighborhoods to provide connectivity thought the plan).
- ❑ Wall materials shall have a textured face such as cast patterns, split-faced on the side facing the street or public view and include a trim cap which adds color and texture change and visual interest.
- ❑ Pilasters shall be used at each side of neighborhood vehicular and pedestrian entrances to define openings, and at each angle point or change in direction to enhance wall aesthetics.
- ❑ Continuity in theme and materials shall be incorporated among walls including design, color, block style, trim style, and cap style.



- ❑ Landscaping in front of the wall shall include shrubs close to the wall to break up any stretches of wall not interrupted by columns.
- ❑ Multiple pilasters at neighborhood entries are encouraged.
- ❑ Pilasters should have sufficient bulk and dimensions to appear in proportion to the height and mass of the wall. Pilasters and columns may not be less than 18" in any dimension at the base, and may be circular or square.
- ❑ Where adjacent to LDR and MDR neighborhoods, the maintenance obligation of the wall is the responsibility of the Community Facilities District (CFD).

B. Wood Fencing

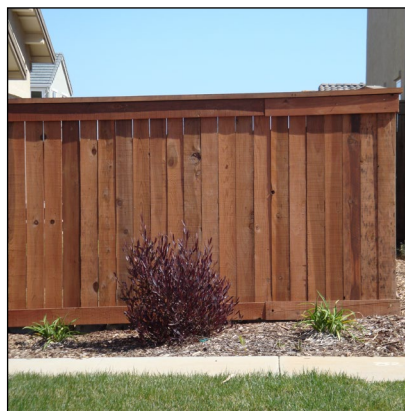
Two types of wood fencing are specified for use in the Plan Area – Standard and Good Neighbor. Both fence types are intended to provide security, screening, and privacy. Standard wood fences are typically located along roadways where facing or abutting a residential street. Good Neighbor wood fences are located in areas not visible from public view, such as between residential properties.

Standard Wood Fence

Standard wood fences have a consistent architectural design appearance on each side and incorporate decorative top rails. This fence type is typically located adjacent to parks and paseos or on lots which back or side to a residential street, where a masonry wall is not required.

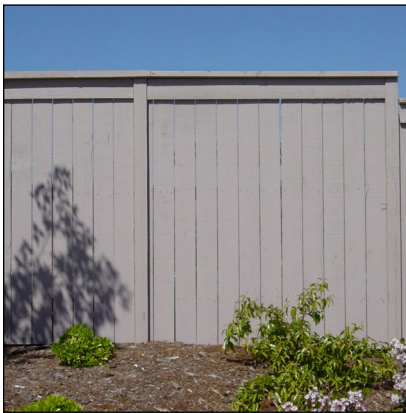
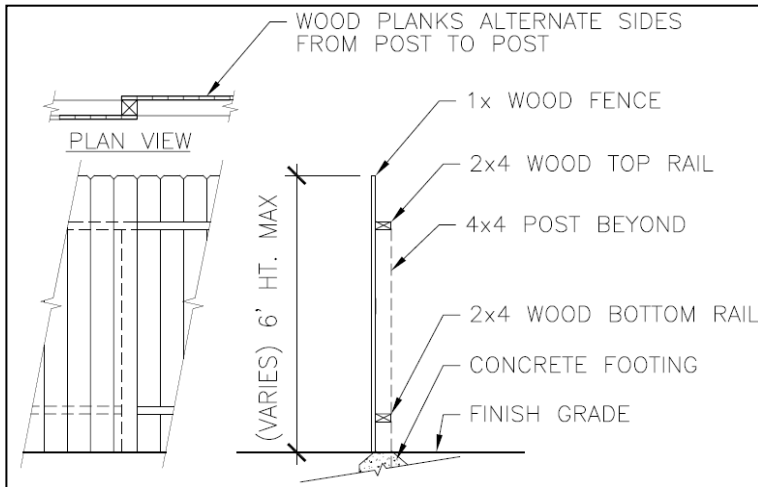
Guidelines for standard wood fences are:

- ❑ Minimum height of solid wood fence along all residential streets within neighborhoods is 6'.
- ❑ Fence sections may be 8' to 10' in length supported by 4-by-4 posts.
- ❑ Are to be of redwood construction and painted or stained in an earth tone color.
- ❑ A 6'-high standards wood fence should be constructed where residential lots back up to schools.
- ❑ Minimum solid-wood fence height adjacent to parks is 6-feet.



Good Neighbor Wood Fence

Good neighbor wood fencing does not incorporate decorative top rails. It is intended to provide privacy and security between residential units. This fence type is typically located between private residential lots.



C. Open Fencing

Open fences are intended to provide a visually transparent barrier at developed edges adjacent to open space parcels and include materials such as wrought iron and tubular steel. Depending on the interface, open fencing may be used between open space areas and the rear and side property line of residential parcels, along a street adjacent to open space, or along pedestrian pathways at the edges of open space parcels. Open fences may also be used to separate different functions within landscape corridors (for example, to restrict access of dirt bikes and motorized vehicles) and at other miscellaneous locations within the Plan Area.

Open fencing is preferred fencing type adjacent to open space, where a single-loaded street is not located adjacent to open space.

The following guidelines should be used to direct the design and application of open fencing throughout the CSP, as appropriate for each location.

Fencing between Residential and Open Space

- ❑ Open fencing should be four to six feet in height and constructed of tubular steel or wrought iron and black or dark green in color.
- ❑ Brick or other masonry pilasters or columns may be used as an optional detail with tubular steel or wrought iron fences.
- ❑ Both sides of fencing are to be addressed aesthetically if they are visible from streets.
- ❑ Where residential lots back up to open space open fencing will be used. Open fencing at open space edges may incorporate masonry knee walls.

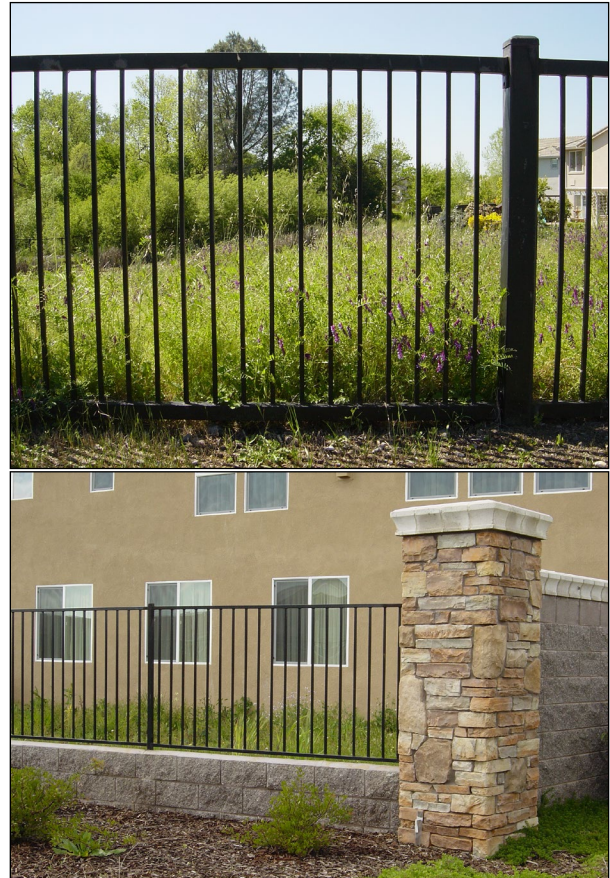
Other Fencing Conditions at Open Space

- ❑ Concrete rail or post-and-cable fencing should be used along the street edge adjacent to open space preserves to define the landscape edge and discourage access of dirt bikes and motorized vehicles.

Open Space Fencing at Parcels C-16 and C-43

- ❑ For Parcel C-16, rear yard fencing for residential lots adjacent to OS Parcel C-54 shall be open fencing.
- ❑ For Parcel C-43, fencing adjacent to OS Parcel C-54 shall be open fencing. Open fencing is permitted between Parcels C-43 and C-16 provided it does not encroach into

the paseo that links Lower Bank Drive with OS Parcel C-54.



B.5 Paseos

As described in Section 6.2, paseos are a key element which provide pedestrian and bikeway linkages throughout the CSP. Paseos are intended to be active, useable areas which encourage pedestrian activity, interaction among residents and connectivity between neighborhoods. See Figures B-5 and B-6 for Paseo Plan and Paseo Details.

The following design criteria apply to ensure paseos are adequately connected with adjacent neighborhoods to provide pedestrian/bicycle access:

- ❑ Where a subdivision edge adjoins a paseo along a public street, connections from the subdivision to the paseo shall be provided on an average of every 600 feet. Connections between a paseo and residential neighborhood may be achieved via roadways, live-end cul-de-sacs, sidewalk pass-throughs, or a combination thereof.
- ❑ Residential driveways shall not cross the paseo where MDR parcels abut a paseo adjacent to a public street. In addition, front doors of residential units should orient toward the paseo.
- ❑ It may not be possible or desirable, in all cases, to orient front doors of all residential units toward paseos. In such cases, other lotting design techniques may be utilized including, but not limited to, lots siding onto paseos. Where houses do not front the paseo, the location of fences,

enhanced landscape treatments, pedestrian connections, and cul-de-sac openings shall be consistent with Figures B-5 and B-6. Final design of lotting configurations relative to adjacent paseos will be reviewed and approved in conjunction with the approval of the tentative map and the compact residential review for such units.

The CSP features various paseo designs based on location. Landscape designs for paseos shall be consistent with those outlined in the landscape design guidelines noted in Section B.1.

- ❑ **Collector Street Paseos.** Collector street paseos are located adjacent to collector roadways and include a widened landscape corridor along the street edge on both sides of the street. For this paseo type, homes will generally back or side to the paseo edge, with regular connection points provided between the paseo and adjacent neighborhood (per spacing requirements noted above).
- ❑ **Residential Street Paseos.** Residential street paseos are located internal to residential neighborhoods, generally between or on the edge of large lot parcels, as designated on Figure B-5.

Residential street paseos feature a 10-foot wide sidewalk and a landscape strip along one street edge. For this paseo type, homes immediately adjoining the paseo

Figure B-5: Paseo Plan

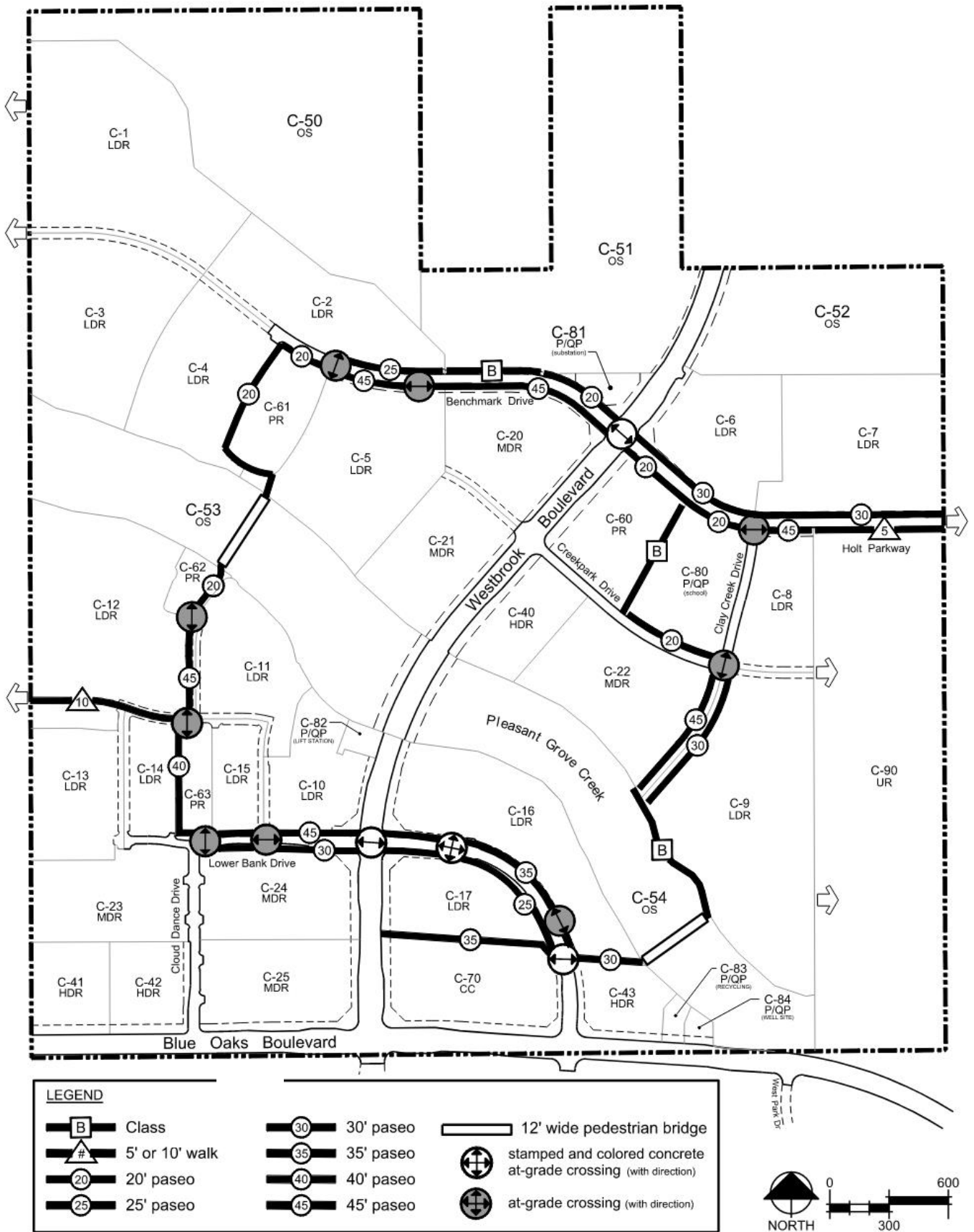
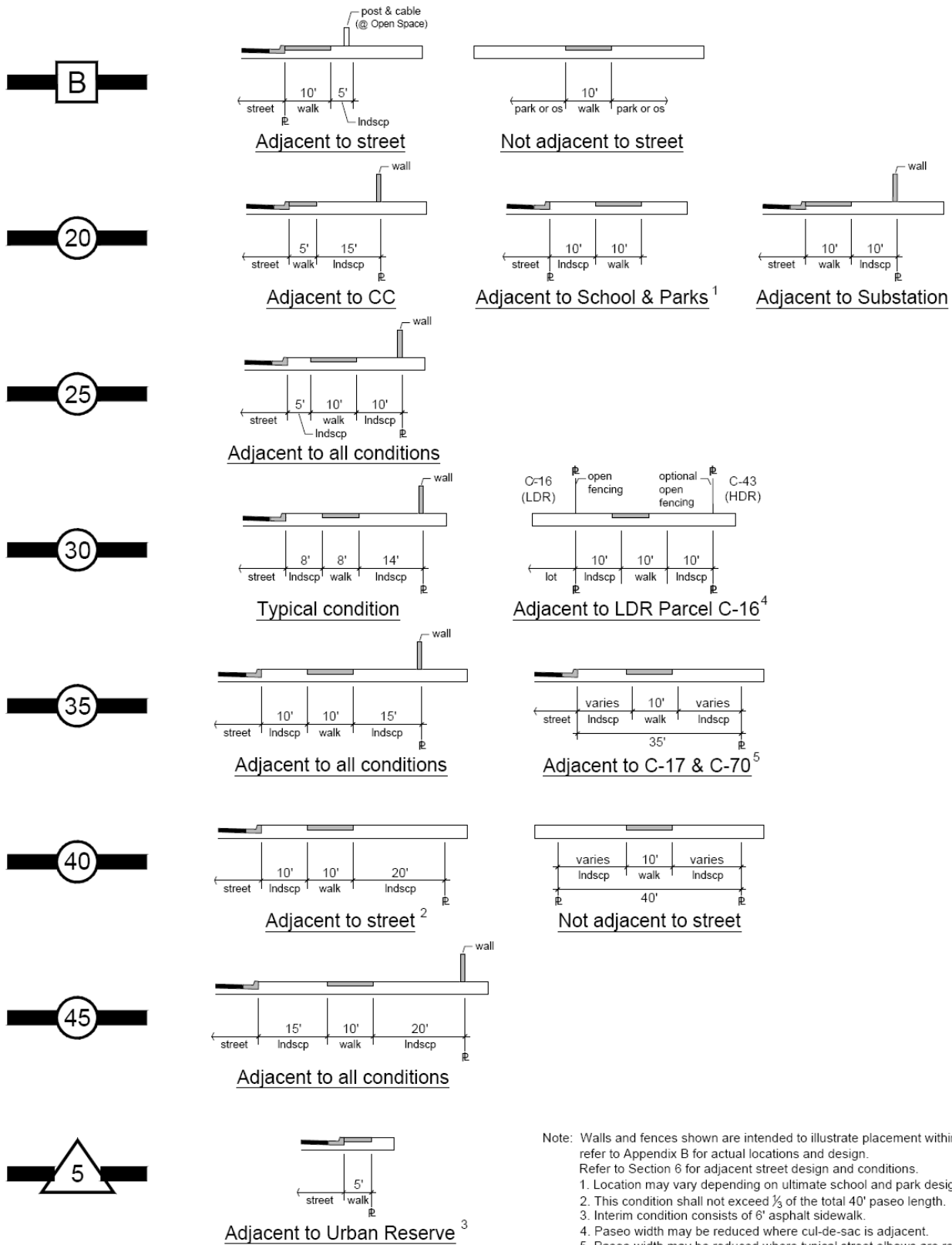


Figure B-6: Paseo Details



Note: Walls and fences shown are intended to illustrate placement within the paseo, refer to Appendix B for actual locations and design.
 Refer to Section 6 for adjacent street design and conditions.
 1. Location may vary depending on ultimate school and park design.
 2. This condition shall not exceed $\frac{1}{3}$ of the total 40' paseo length.
 3. Interim condition consists of 6' asphalt sidewalk.
 4. Paseo width may be reduced where cul-de-sac is adjacent.
 5. Paseo width may be reduced where typical street elbows are required.

edge either front or side on to the paseo, and for MDR parcels, individual driveway cuts for each home are not permitted to cross the paseo.

- ❑ **Paseo Connections at School and Park Sites.** Where paseo linkages are planned at school and park sites, connections are provided via a sidewalk along the street edge matching the sidewalk width of the adjacent paseo. Pedestrian and bikeway linkages are made through park sites.

B.6 Residential Subdivision Design

Residential subdivisions are subject to design requirements of the City's Subdivision Ordinance. To ensure neighborhoods provide cross connectivity for automobiles, bicyclists, and pedestrians, subdivision design should be guided by the design goals in this sub-section. The intent is to design individual subdivisions that appear seamless and are well-connected.

While connectivity is desired, some neighborhoods may be gated provided they do not limit access to open space, trails, paseos, parks, or schools.

A. Neighborhood Connectivity

The compact design of the CSP encourages highly-connected residential neighborhoods. It is a design challenge to create neighborhood connectivity across hard

edges such as arterial roadways, open space preserves, and other site features. Where large lot parcel edges are between subdivisions and the types of hard edges described above do not exist, providing connectivity between subdivisions is encouraged. This type of connectivity is typically achieved through street connections between residential subdivisions and can also be provided via pedestrian connections.

The exact locations of street connections will be determined through small lot subdivision design. If subdivisions for adjacent large lot parcels are processed at separate times, the first subdivision to be processed by the City will establish the location for cross connection points.

Guidelines to enhance the connectivity of neighborhood units are outlined below:

- ❑ To minimize barriers between neighborhoods and to enhance connectivity, street patterns should be encouraged to allow connection points between neighboring subdivisions.
- ❑ Paseos access should be used as a means for integrating multiple subdivisions, consistent with the Paseo Plan in Figure B-5.

B. Gated Subdivisions

Residential subdivisions may be planned as gated subdivisions during small lot subdivision design.

Residential parcels may be determined appropriate for a gated subdivision if it can be demonstrated the gates will not preclude adequate through-access for pedestrians, cyclists, or automobiles. Large lot parcels adjacent to parks, open space or paseos are not eligible for gating as to maintain public access to these amenities. Gating of subdivisions may be considered on a case-by-case basis, subject to approval by the Development Services Department.

C. Edge Conditions

Where residential neighborhoods have an interface with an edge, such as an open space preserve or a park, design techniques should be employed to provide neighborhood access and visibility to these features. This will enhance the level of connectivity in the CSP. Guidelines for the various edges within the CSP are provided below:

Guidelines for Edges along Parks and Open Space Areas

The following guidelines apply to the design of neighborhoods adjacent to park and open space features:

- ❑ Where applicable, neighborhoods should provide access, for service and fire protection, to adjacent parks, natural creek corridors,

pedestrian parkway corridors, or paseos. Locked gates into subdivisions are not permitted where they would preclude public access to a City park or open space area.

- ❑ Along open space parcels, frontage landscaping shall be native plants, as approved by the City.
- ❑ A subdivision's internal street system shall be designed to allow residents to walk easily to nearby parks.
- ❑ Residential units should be oriented toward (facing) parks, rather than backing up to them.
- ❑ Neighborhood parks should front on two single-loaded residential streets to provide visibility, create open access for residents, and incorporate the amenity into the surrounding neighborhood.
- ❑ Residential subdivisions located adjacent to open space areas shall provide visual and physical access to the Open Space.
 - Residential streets should provide views into open space areas at selected locations by providing opportunities for homes to front or side on to open space. This can be accomplished in a number of ways including single-loaded streets, loop streets, or live end cul-de-sacs.
 - Low and medium-density large lot residential parcels adjacent to Pleasant Grove Creek may utilize single-loaded streets adjacent to the open space edge to enhance public

view and access to open space. Single-loaded streets adjacent to open space are required in the locations shown on Figure B-8.

- Where residential lots back up or side onto the open space areas, the use of open-style fencing is appropriate. However, where privacy, security, or noise attenuation is of concern (such as adjacent to public trails), solid fencing may be used between residential lots and open space (subject to Fire Department standards).
- Where residential lots back or side onto an open space area, multiple connection points shall be provided, via live-end cul-de-sacs, paseos, or other means. Connection points should be provided.
- Pedestrian connection points to park and open space features should be easy to find within neighborhoods, along designated pedestrian/bicycle routes with high visibility to residents.
- Where residential lots side onto a bike trail access point and where small areas are formed in the open space parcel due to the trail connection, groundcover shall consist of grouted cobble.
- On HDR Parcel C-43, a connection shall be made to the trail in OS Parcel C-54 and the paseo trail along the southern edge of LDR Parcel C-16.

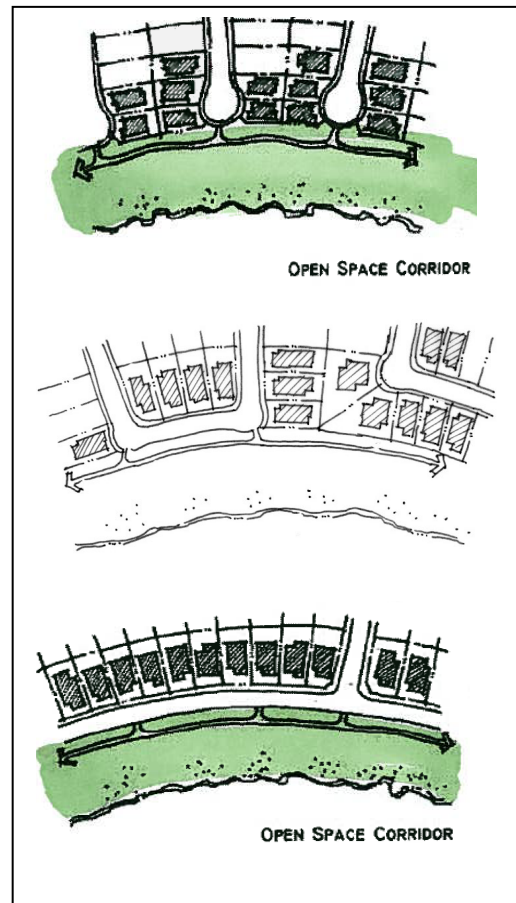
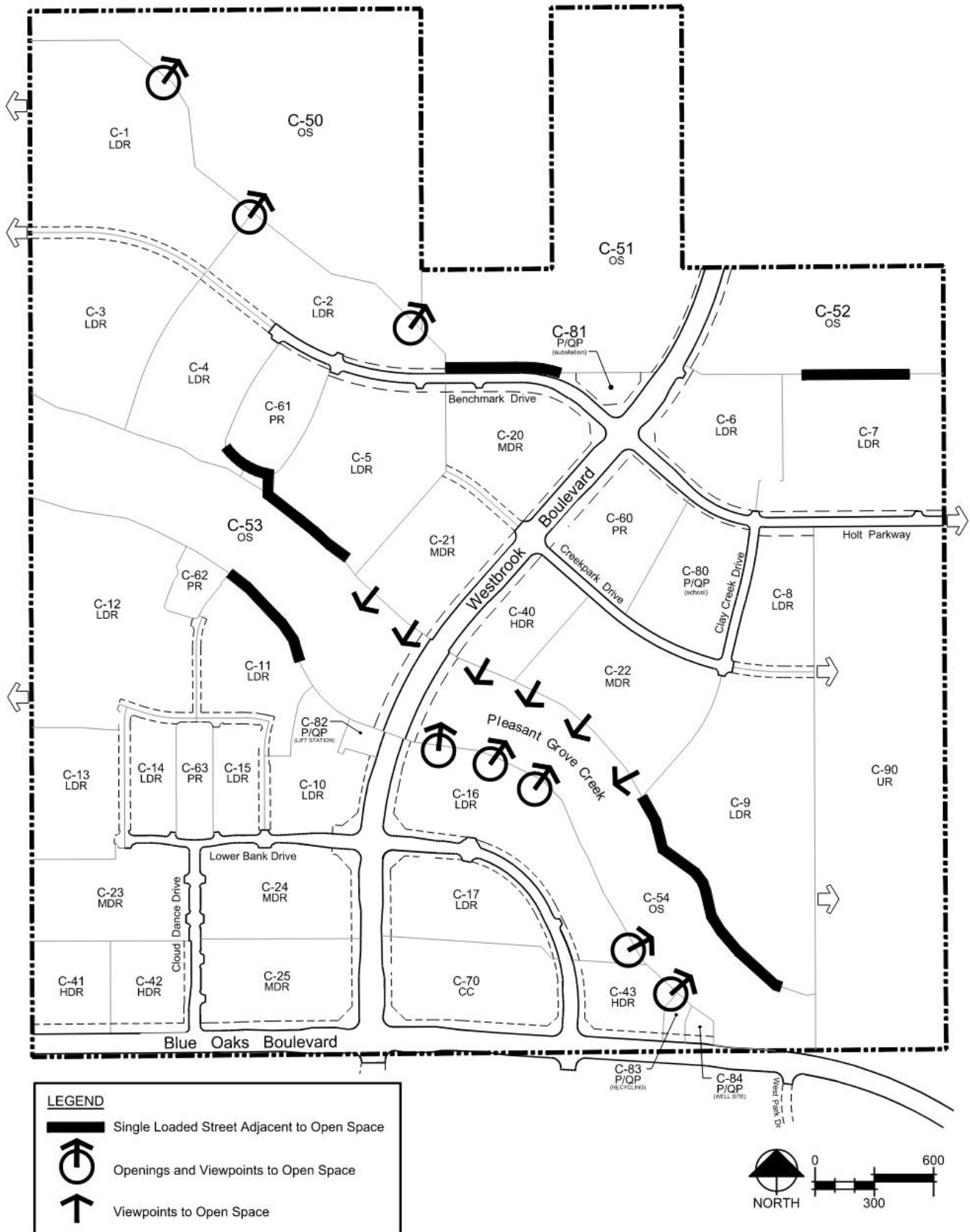


Figure B-7: Street Interface Options at Open Space Edges

Guidelines for Edges Along Paseos

As applicable, ensure subdivision design provides the proper interface with, and designs for, any prescribed paseos. Refer to the comprehensive Paseo Plan (Figure B-5) and Paseo Details (Figure B-6). Where paseos are not adjacent to a street, they must be open on one side at all times to prevent a tunnel effect and create security concerns.

Figure B-8: Open Space Frontage Treatments



B.7 Blue Oaks/Westbrook

Commercial Site Design

Parcel C-70 is located at the northeast corner of Blue Oaks Boulevard and Westbrook Boulevard and is planned for Community Commercial (CC) land uses.

The 9.2-acre CC site (Parcel C-70) is planned for a neighborhood serving retail center. When developed this parcel can support approximately 100,000 square feet of commercial and office uses.

Given the commercial site's visibility at the project entry and access to adjacent arterial roadways, Parcel C-70 can support neighborhood retail uses such as a market, drug store, bank, restaurants and shops.

A 35-foot paseo is planned between Parcel C-70 and LDR Parcel C-17 and will include a 10-foot wide pedestrian walkway and landscaping extending from Westbrook Boulevard east to the crossing of Lower Bank Drive at the eastern entrance of the commercial site. The pedestrian walkway within the paseo will link to paseos west and east of the site and provide pedestrian access to shops, cafes, and restaurants within the planned commercial center as well as a providing a linkage for access to bus and transit.

A 20-foot landscape planter is planned on the north side of the CC site which, together with the 35-foot paseo, will create a 55-foot landscaped feature

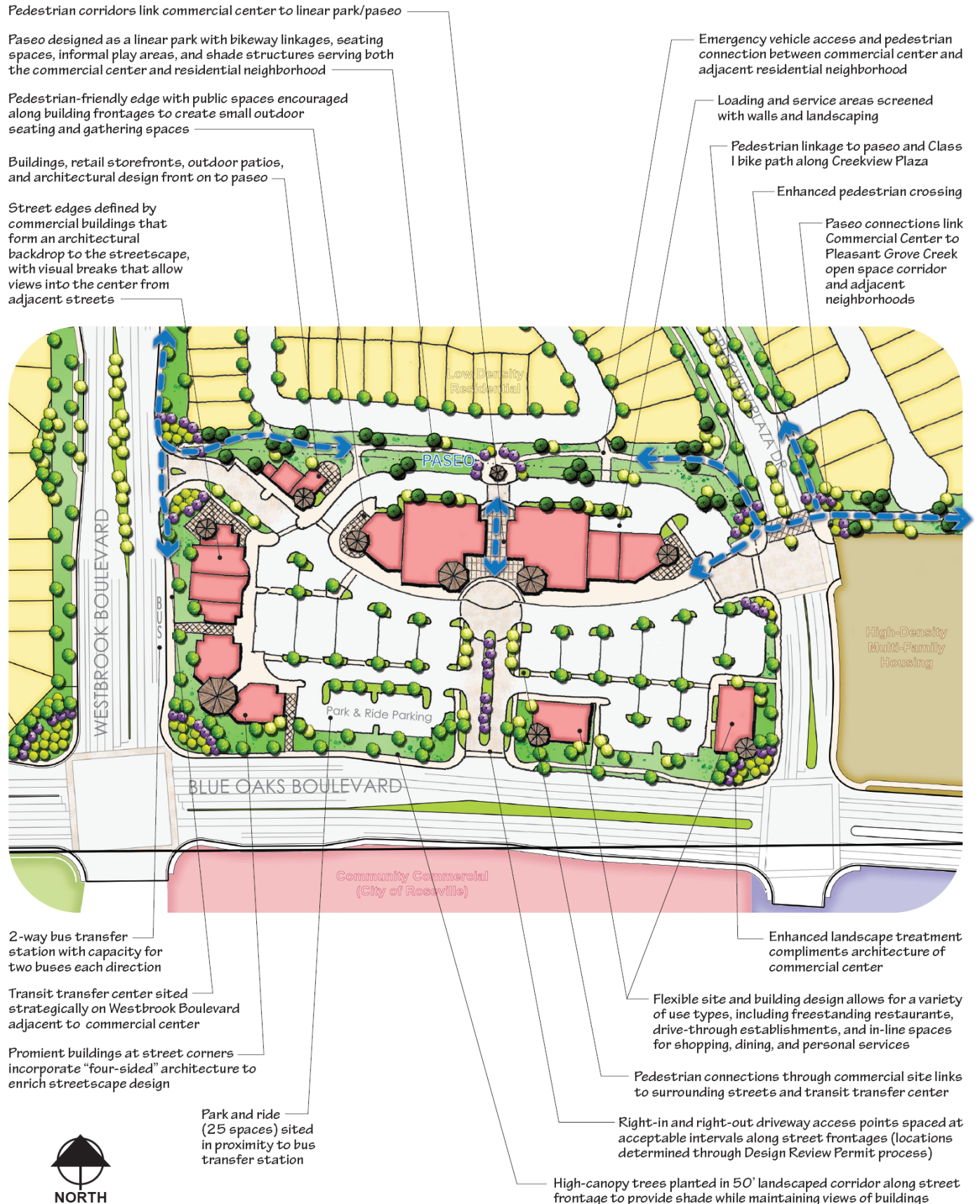
between the CC site and adjacent LDR neighborhood (Parcel C-17). A conceptual site plan for the Community Commercial site (C-70) is shown in Figure B-9 that illustrates a conceptual layout for the commercial site and the design interface between Parcels C-70 and C-17. The concepts and guidelines in this illustrative are intended to augment the Community Design Guidelines.

The design of Parcel C-70 shall include the features identified on Figure B-9, including:

- ☐ Enhanced pedestrian at-grade roadway crossing on Lower Bank Drive at the east entrance. Enhancement shall include a stamped and colored roadway surface.
- ☐ Enhanced pedestrian walkway through commercial site from bus transfer station on Westbrook Boulevard to the east driveway on Lower Bank Drive.
- ☐ Enhanced pedestrian walkway from corner of Westbrook Boulevard/Blue Oaks Boulevard into the site.
- ☐ Pedestrian features within the commercial center including enhanced walkways, seating areas, benches, enhanced landscape areas, trellis features with vines and other interest-creating features.
- ☐ Prominent architecture on corners, near road intersections.

The CC site will accommodate a park and ride lot for 25 vehicles and a transit transfer center is planned immediately west of the site.

Figure B-9: Community Commercial Conceptual Site Plan (Parcel C-70)



B.8 Transit Transfer Center

A transit transfer center is planned north of the Westbrook Boulevard and Blue Oaks Boulevard intersection, west of the CC parcel (Parcel C-70), shown in Figure B-10.

The transfer center will feature bus bays on each side of Westbrook Boulevard, with capacity for two buses in each direction. The transfer center will feature bus shelters and benches for riders.

Figure B-10: Transit Transfer Center



B.9 Utility Sites Concept Plans

Four parcels are designated P/QP for the construction of utility infrastructure facilities to serve the CSP. These include:

- ☐ Electric Substation (Parcel C-81)
- ☐ Sewer Lift Station (Parcel C-82)
- ☐ Solid Waste Recycling Center (Parcel C-83)
- ☐ Groundwater Well Site (Parcel C-84)

Concept plans for each of these sites are provided in Figures B-11 to B-13. They are concept plans; actual design may vary depending on improvement needs at the time of construction. The concept plans should be used as a guide in the final design of each facility as backbone infrastructure improvement plans are prepared.

Figure B-11: Electrical Substation Concept Plan (Parcel C-81)

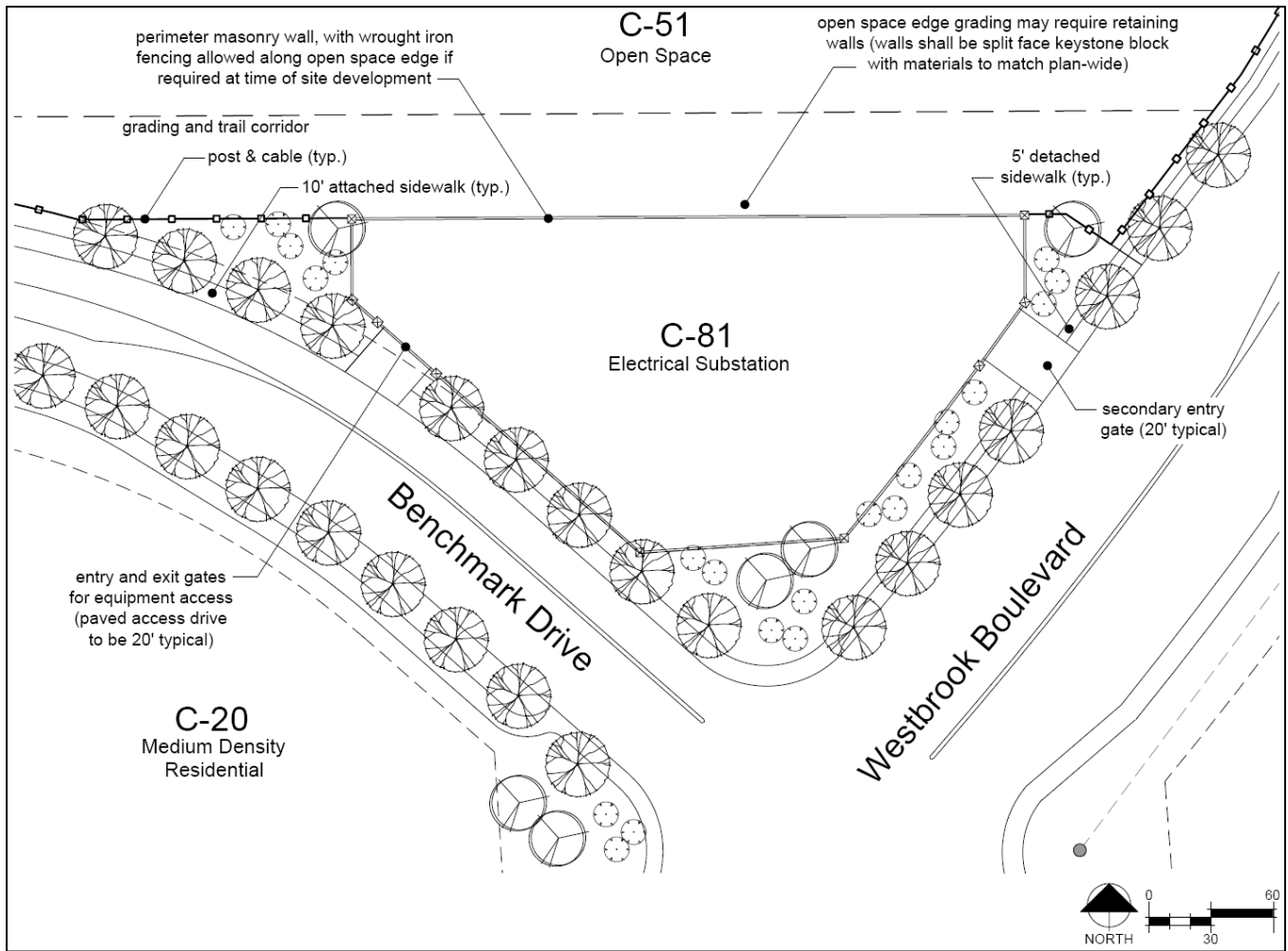


Figure B-12: Sewer Lift Station Concept Plan (Parcel C-82)

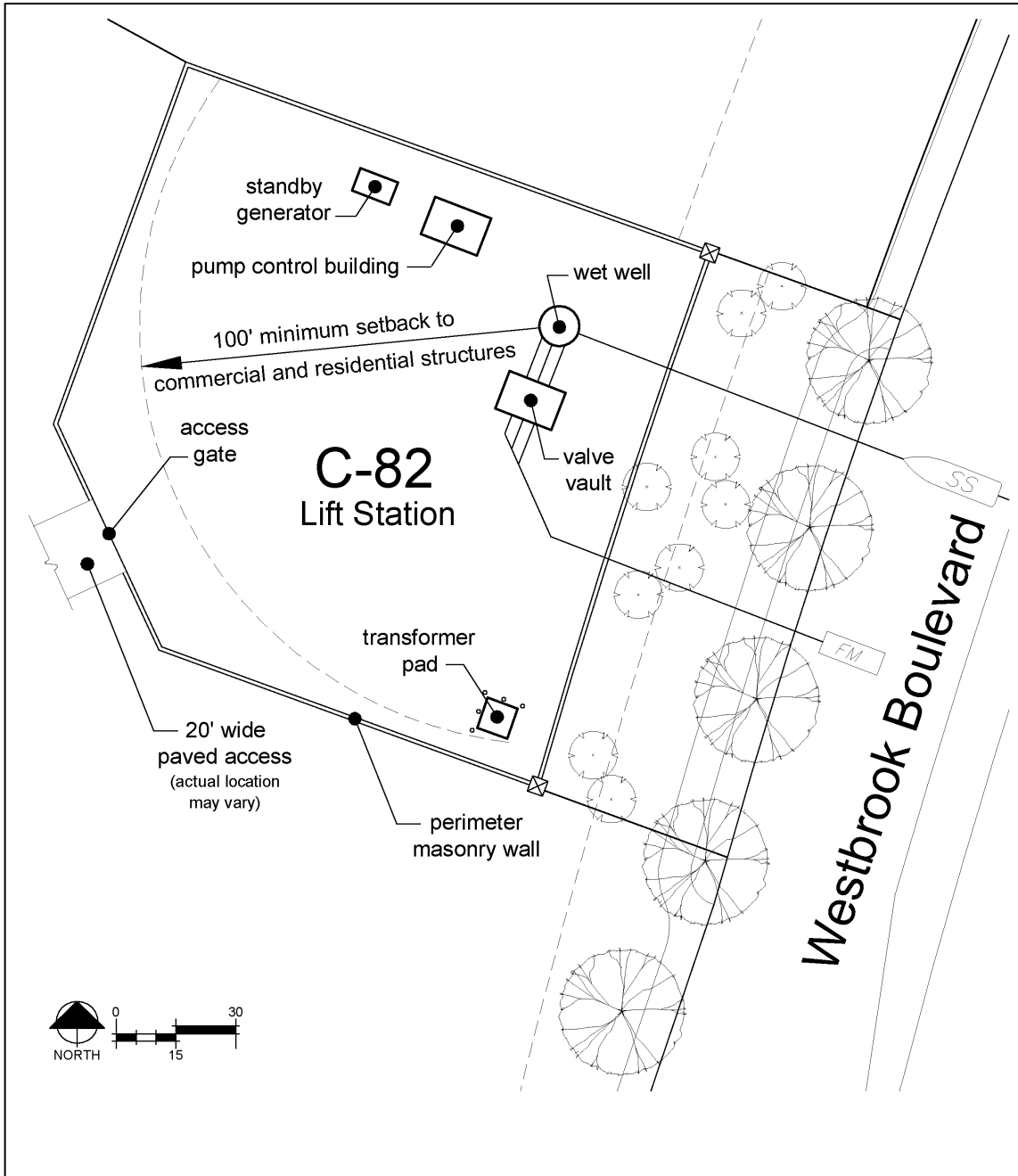
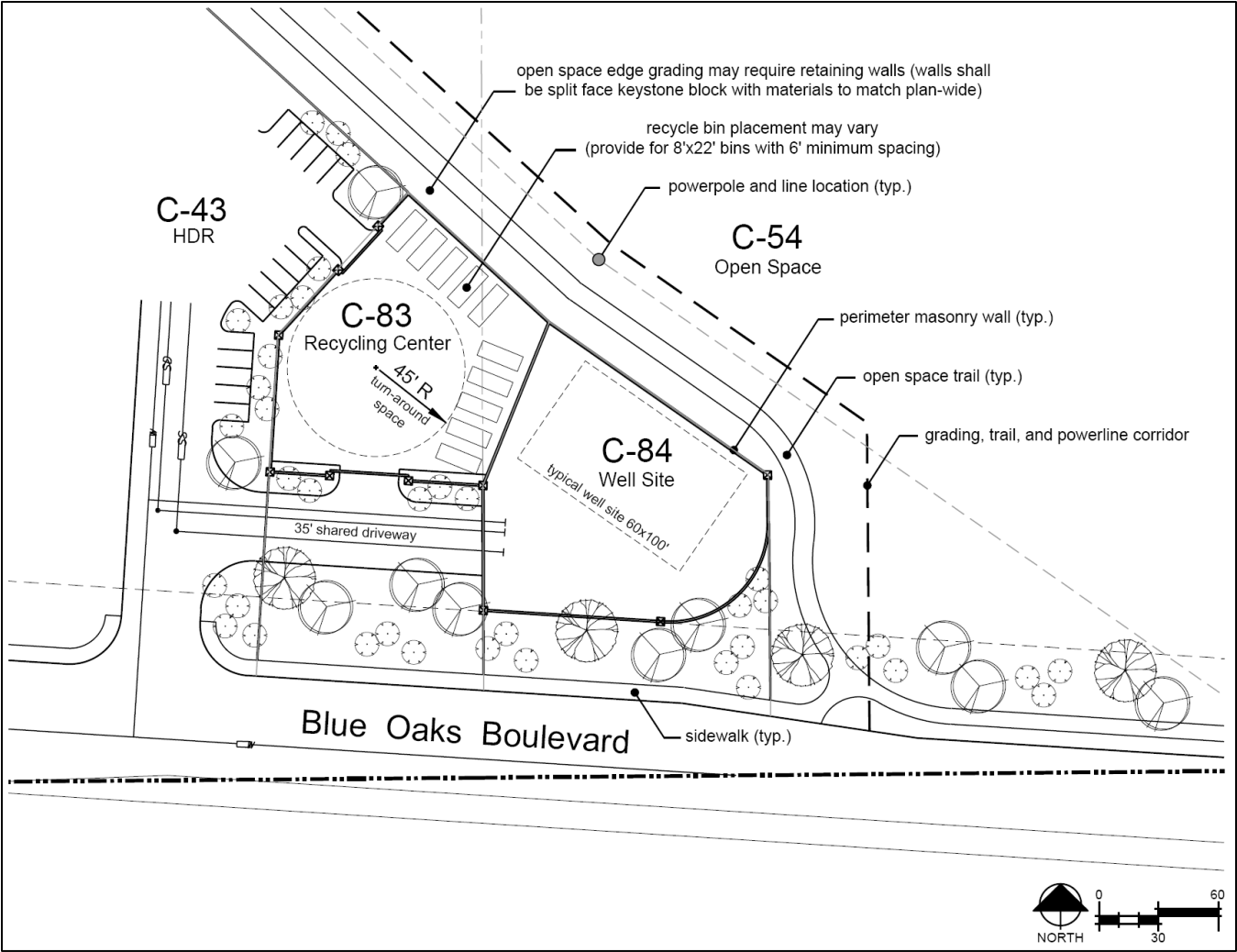


Figure B-13: Recycling Center (Parcel C-83) and Well Site (Parcel C-84) Concept Plan



Appendix B-1 Plant Palette

Trees for Three-Foot Planter or Larger

Strawberry Tree
Western Redbud
Eastern Dogwood
Washington Hawthorn
Goldenrain Tree
Crape Myrtle
Bechtel Crabapple
Crabapple 'Prariefire'
Japanese Snowdrop
Fragrant Snowbell
English Hawthorn 'Paul's Scarlet'

Arbutus unedo
Cercis occidentalis
Cornus florida
Crataegus phaenopyrum
Laburnum anagyroides
Lagerstroemia hybrids
Malus ioensis 'Plena'
Malus ioensis 'Prariefire'
Styrax japonicus
Styrax obassia
Crataegus laevigata 'Paul's Scarlet'

Trees for Four-Foot Planter or Larger

Trident Maple
Hedge Maple
Japanese White Birch
European Hornbeam
American Hornbeam
Eastern Redbud
Golden Flame Tree
Goldenrain Tree
Southern Magnolia 'St. Mary'
Kobus Magnolia
Saucer Magnolia
Tupelo / Sour Gum
Japanese Red Pine
Chinese Pistache
Carolina Laurel Cherry
Purple Leaf Plum
Ornamental Pear 'Capital'
Ornamental Pear 'Chanticleer'
Ornamental Pear 'Redspire'
Japanese Blueberry

Acer buergerianum
Acer campestre
Betula platyphylla japonica
Carpinus betulus 'Fastigiata'
Carpinus caroliniana
Cercis canadensis
Koelreuteria bipinnata
Koelreuteria paniculata
Magnolia grandiflora
Magnolia kobus
Magnolia x soulangeana
Nyssa sylvatica
Pinus densiflora
Pistacia chinensis
Prunus caroliniana
Prunus cerasifera
Pyrus calleryana 'Capital'
Pyrus calleryana
Pyrus calleryana
Eleocarpus decipiens

Trees for Six-Foot Planter or Larger

Japanese Maple
Red Maple
Common Horsechestnut
Kentucky Coffee Tree
Grecian Laurel
Tulip Tree
Canary Island Pine
Douglas Fir
Blue Oak
Holly Oak
Burr Oak
Pin Oak
Willow Oak
Cork Oak
Japanese Pagoda Tree
Black maple

Acer palmatum
Acer rubrum
Aesculus hippocastanum
Gymnocladus dioica
Laurus nobilis
Liriodendron tulipifera
Pinus canariensis
Pseudotsuga menziesii
Quercus douglasii
Quercus ilex
Quercus macrocarpa
Quercus palustris
Quercus phellos
Quercus suber
Sophora japonica
Acer nigrum

Trees for Eight-Foot Planter or Larger

Incense Cedar
Atlas (Blue) Cedar
Deodar Cedar
Carob
Arizona Cypress
Ginkgo Biloba (Male Only)
Honey Locust (thornless)
Italian Stone Pine
Sycamore
Valley Oak
Interior Live Oak
Western Red Cedar
Zelkova
Purple Robe Locust

Calocedrus decurrens
Cedrus atlantica
Cedrus deodara
Ceratonia siliqua
Cupressus arizonica
Ginkgo biloba
Gleditsia triacanthos
Pinus pinea
Platanus species
Quercus lobata
Quercus wislizenii
Thuja plicata
Zelkova serrata
Robinia pseudoacacia

Trees for Twelve-Foot Planter or Larger

Southern Magnolia
Chestnut-Leafed Oak
Red Oak
Coast Redwood
California Bay

Magnolia grandiflora
Quercus castaneafolia
Quercus rubra
Sequoia sempervirens
Umbellularia californica

Groundcover between Curb and Sidewalk

Low water using turf (tall fescue blends)

Walk-on ground covers including:

- Creeping Thyme
- Blue Sedge
- Chamomile
- Fogfruit
- Asiatic Jasmine
- Blue Fescue
- Horseshoe Vetch
- California Fescue
- Dwarf Oregano
- Manzanita groundcovers
- Creeping Barberry

ORDINANCE NO.

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AMENDING ZONING ORDINANCE NO. 5428 OF THE CITY OF ROSEVILLE
CHANGING THE ZONING OF CERTAIN REAL PROPERTY LOCATED
WITHIN THE CITY OF ROSEVILLE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The Council of the City of Roseville has reviewed the findings of the Planning Commission recommending approval of the rezone specified herein, and makes the following findings pursuant to Section 19.86.050 of the Zoning Ordinance:

1. The rezone is in conformance with the public interest, health, safety, or welfare of the City; and
2. The rezone is consistent with the objectives, policies, programs, and land use designations of the City of Roseville General Plan and the Creekview Specific Plan.

SECTION 2. That Section 19.06.020 of the Zoning Ordinance of the City of Roseville, Ordinance No. 5428, is amended to change the zoning of that portion of certain real property within the City of Roseville known as the Creekview Specific Plan, as shown and so designated in Exhibit E, attached and incorporated herein by reference.

SECTION 3. This ordinance shall be effective at the expiration of thirty (30) days from the date of adoption.

SECTION 4. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three (3) public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville this _____ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

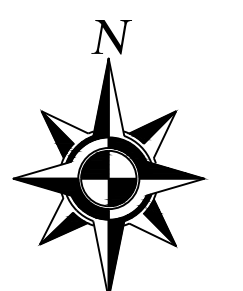
ATTEST:

City Clerk

CREEKVIEW

July 15, 2021

Proposed Zoning Districts by Parcel				
PARCEL	ZONING	ACRES	UNITS	DENSITY
C-1	RS/DS (Small Lot Residential/DS Overlay)	19.54 ac	100 du	5.1 du/ac
C-2	RS/DS (Small Lot Residential/DS Overlay)	10.03 ac	52 du	5.2 du/ac
C-3	RS/DS (Small Lot Residential/DS Overlay)	13.97 ac	78 du	5.6 du/ac
C-4	RS/DS (Small Lot Residential/DS Overlay)	9.63 ac	61 du	6.3 du/ac
C-5	RS/DS (Small Lot Residential/DS Overlay)	13.43 ac	74 du	5.5 du/ac
C-6	RS/DS (Small Lot Residential/DS Overlay)	8.05 ac	48 du	6.0 du/ac
C-7	RS/DS (Small Lot Residential/DS Overlay)	14.11 ac	74 du	5.3 du/ac
C-20	RS/DS (Small Lot Residential/DS Overlay)	8.79 ac	77 du	8.8 du/ac
C-21	RS/DS (Small Lot Residential/DS Overlay)	7.92 ac	77 du	9.7 du/ac
C-52	OS (Open Space)	14.79 ac		
C-60	PR (Park and Recreation)	6.80 ac		
C-61	PR (Park and Recreation)	4.81 ac		
C-80	P/Q/P (Public/Quasi-Public - ES)	7.60 ac		
ROW/LC	ROW (Right of Way/Landscape Corr)	16.07 ac		
TOTAL		155.54 ac	641 du	



Existing Zoning Districts by Parcel				
PARCEL	ZONING	ACRES	UNITS	DENSITY
C-1	RS/DS (Small Lot Residential/DS Overlay)	19.50 ac	94 du	4.8 du/ac
C-2	RS/DS (Small Lot Residential/DS Overlay)	10.10 ac	52 du	5.1 du/ac
C-3	RS/DS (Small Lot Residential/DS Overlay)	14.00 ac	67 du	4.8 du/ac
C-4	RS/DS (Small Lot Residential/DS Overlay)	9.60 ac	51 du	5.3 du/ac
C-5	RS/DS (Small Lot Residential/DS Overlay)	13.60 ac	74 du	5.4 du/ac
C-6	RS/DS (Small Lot Residential/DS Overlay)	8.00 ac	48 du	6.0 du/ac
C-7	RS/DS (Small Lot Residential/DS Overlay)	13.90 ac	74 du	5.3 du/ac
C-20	RS/DS (Small Lot Residential/DS Overlay)	8.70 ac	79 du	9.1 du/ac
C-21	RS/DS (Small Lot Residential/DS Overlay)	7.70 ac	95 du	12.3 du/ac
C-52	OS (Open Space)	15.10 ac		
C-60	PR (Park and Recreation)	7.40 ac		
C-61	PR (Park and Recreation)	4.80 ac		
C-80	P/QP (Public/Quasi-Public - ES)	7.00 ac		
ROW/LC	ROW (Right of Way/Landscape Cor)	16.14 ac		
TOTAL		155.54 ac	634 du	

ORDINANCE NO.

ADOPTING A SECOND AMENDMENT OF THE DEVELOPMENT AGREEMENT BY
AND BETWEEN THE CITY OF ROSEVILLE AND ANTHEM UNITED CREEKVIEW
DEVELOPMENTS LIMITED PARTNERSHIP RELATIVE TO THE CREEKVIEW SPECIFIC
PLAN AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF
OF THE CITY OF ROSEVILLE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. In accordance with Chapter 19.84 of Title 19 of the Roseville Municipal Code (the Zoning Ordinance) of the City of Roseville, the City Council has received the recommendation of the Planning Commission that the City of Roseville enter into a Second Amendment of the Development Agreement by and between the City of Roseville and Anthem United Creekview Developments Limited Partnership, pertaining to property located within the Creekview Specific Plan area.

SECTION 2. Prior to considering the proposed Second Amendment to Development Agreement, the City Council considered the 2nd Addendum to the Creekview Specific Plan Environmental Impact Report (EIR) (SCH #02008032017, certified September, 19, 2012), pursuant to the California Environmental Quality Act, California Public Resources Code Section 21000 *et seq.*

SECTION 3. The Council of the City of Roseville has reviewed the findings of the Planning Commission recommending approval of the Second Amendment to Development Agreement, and makes the following findings:

1. The Second Amendment to the Development Agreement is consistent with the objectives, policies, programs and land use designations of the City of Roseville General Plan and the Creekview Specific Plan;
2. The Second Amendment to the Development Agreement is consistent with the City of Roseville Zoning Ordinance;
3. The Second Amendment to the Development Agreement is in conformance with the public health, safety and welfare;
4. The Second Amendment to the Development Agreement will not adversely affect the orderly development of the property or the preservation of property values; and
5. The provisions of the Second Amendment to the Development Agreement will provide sufficient benefit to the City to justify entering into said Amendment.

SECTION 4. The Second Amendment to Development Agreement, by and between the City of Roseville and Anthem United Creekview Developments Limited Partnership, a copy of which is on file in the City Clerk's Department and incorporated herein by reference, is hereby approved and the City Manager is authorized to execute it on behalf of the City of Roseville.

SECTION 5. The City Clerk is directed to record the executed Development Agreement Amendment within ten (10) days of the execution of the agreement by the City Manager with the County Recorder's Office of the County of Placer.

SECTION 6. This ordinance shall be effective at the expiration of thirty (30) days from the date of its adoption.

SECTION 7. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three (3) public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____ 2021, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

Recording Requested by:

CITY OF ROSEVILLE

When Recorded Mail to:

City Clerk

City of Roseville

311 Vernon Street

Roseville, CA 95678

Exempt from Recording Fees

Pursuant to Cal. Gov't Code § 27383

SECOND AMENDMENT OF DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND ANTHEM UNITED CREEKVIEW DEVELOPMENTS LIMITED PARTNERSHIP AS ASSIGNEE OF THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND GRANITE BAY DEVELOPMENT II, LLC, PHILLIPS ROAD 160 INVESTORS LIMITED PARTNERSHIP, PHILLIP ROAD LAND, LLC, J & KD ENTERPRISES, LLC, SOULE INVESTMENTS, LLC, BENNETT WEST ROSEVILLE, LLC, DECOU WEST ROSEVILLE, LLC, BLUE OAKS - ROSEVILLE LP, AND CHUANG RELATIVE TO THE CREEKVIEW SPECIFIC PLAN

This Second Amendment of Development Agreement is entered into this _____ day of _____, 2021, by and between the CITY OF ROSEVILLE, a municipal corporation ("City") and ANTHEM UNITED CREEKVIEW DEVELOPMENTS LIMITED PARTNERSHIP, a Washington limited partnership ("Anthem" or "Developer"), pursuant to Sections 65864 through 65869.5 of the Government Code of California.

WITNESSETH:

A. On October 3, 2012, Developer's predecessors in interest, Granite Bay Development II, LLC ("Granite Bay"), Phillips Road 160 Investors Limited Partnership ("Phillips 160"), Phillip Road Land, LLC ("Phillip Land"), J & KD Enterprises, LLC ("J & KD"), Soule Investments, LLC ("Soule"), Bennett West Roseville, LLC ("Bennett West"), DeCou West Roseville, LLC ("DeCou West"), Blue Oaks-Roseville, LP ("Blue Oaks – Roseville"), and Chau-Hsiung Chuang, Yueh-Jing Chuang, Felix Chuang, and Mark Chuang (collectively "Chuang") (collectively "Predecessors In Interest") and City entered into a Development Agreement (the "Development Agreement") which was recorded in the Official Records of Placer County on November 28, 2012 as Document No. 2012-0113752.

Phillips 160 assigned the Development Agreement to Developer pursuant to that certain Assignment of Development Agreement dated May 24, 2019 and recorded May 24, 2019 as Document 2019-0034779; Phillip Land, J & KD, and Soule assigned the Development Agreement to Developer pursuant to that certain Assignment of Development Agreement dated May 24, 2019 and recorded May 24, 2019 as Document 2019-0034780; Bennett West and DeCou West assigned the Development Agreement to Developer pursuant to that certain Assignment of Development Agreement dated May 24, 2019 and recorded May 24, 2019 as Document 2019-0034781; Blue Oaks – Roseville LP assigned the Development Agreement to Developer pursuant to that certain Assignment of Development Agreement dated May 24, 2019 and recorded May 24, 2019 as Document 2019-0034782; and Chuang assigned the

Development Agreement to Developer pursuant to that certain Assignment of Development Agreement dated December 11, 2018 and recorded March 13, 2019 as Document 2019-0015249. Anthem substituted itself as Developer pursuant to that certain Memorandum of Agreement which was recorded on July 5, 2019 as Document No. 2019-0046532.

Except as otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed thereto in the Development Agreement.

B. City and Predecessors In Interest entered into the Development Agreement relative to development of the Creekview Specific Plan ("Specific Plan", "CSP", or "Plan Area"), as such is more precisely defined in Exhibits "A" and "B" of the Development Agreement (the "Property").

C. On November 6, 2019, City and Anthem entered into the First Amendment to the Development Agreement, which amendment was recorded in the Official Records of Placer County, California on December 19, 2019 as Document No. 2019-0103338.

D. This Second Amendment to the Development Agreement (the "Second Amendment") affects certain portions of the Property. It affects the property as described on Exhibits "A" and "B" (the "Second Amendment Property") attached to this Second Amendment and shall run with the land. Exhibit "C" depicts the Specific Plan parcels excluded from this Second Amendment.

E. Concurrent with its consideration of this Amendment, the City is processing a Specific Plan Amendment (Resolution No. _____), Rezone (Ordinance No. _____), Large Lot Tentative Subdivision Map (PL20-0201), and Small Lot Tentative Map Modification for purposes of redesignating, rezoning, and subdividing portions of the Second Amendment Property.

F. The Second Amendment is authorized by Section 1.4 of the Development Agreement.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. AMENDMENT OF DEVELOPMENT AGREEMENT. The following sections and exhibits of the Development Agreement are hereby amended as follows:
 - a. TABLE OF CONTENTS. The following entry is deleted from the Table of Contents (page i) in its entirety:

"2.6.1 Affordable Purchase Residential Units 10"
 - b. REVISED SECTION 1.3.2. Subsection (iii) of the second sentence in Section 1.3.2 is revised in its entirety as follows:

"(iii) if and to the extent applicable to such lot, an affordable rental housing agreement has been recorded on the lot."
 - c. REVISED SECTION 1.3.3. Subsection (iii) of the first sentence in Section 1.3.3 is revised in its entirety as follows:

“(iii) with respect to residential parcels, an affordable rental housing agreement has been recorded on the parcel.”

- d. REVISED SECTION 2.2. The summary table of Section 2.2 (Vested Entitlements) is revised as follows:

“Low Density Residential	987 units on 182.9 Net Acres;
Medium Density Residential	477 units on 51.5 Net Acres;
High Density Residential	547 units on 17.7 Net Acres;
Community Commercial	9.2 Net Acres;
Open Space	136.7 Net Acres;
Park	15.7 Net Acres;
Elementary School	7.6 Net Acres;
Electric Substation	0.9 Net Acres;
Well Site	0.5 Net Acres;
Lift Station	0.6 Net Acres;
Solid Waste Recycling Center	0.6 Net Acres;
Right of Way	37.5 Net Acres;”

- e. REVISED SECTION 2.6. Section 2.6 is revised in its entirety to read as follows:

“2.6 Affordable Housing. Consistent with the goals and policies contained in City’s General Plan and the Specific Plan, and subject to the provision by Developer of affordable housing elsewhere within the Specific Plan as described below and the other terms of this Agreement, Developer shall develop or cause ten percent (10%) of the total residential units which are actually constructed within the Property to be developed as affordable housing. In accordance with the terms of this Section and subject to adjustment based on actual development, Developer shall provide 201 units affordable to very low and low-income households. The breakdown of percentage of the total number of affordable units to the different income levels shall be 50% for very low and 50% for low-income households. Any adjustment based on actual development shall be subject to the approval of the City Manager or his/her designee.

The term “very low income” means households earning 50% or less of median income and “low income” means households earning 50% to 80% of median income, as published annually by the U.S. Department of Housing & Urban Development (“HUD”). Income eligibility and asset verification and calculation guidelines shall be determined in accordance with the HUD Handbook 4350.3 Chapter 5. Qualifying rents for affordable rental residential units may be calculated at the upper range of the specified income levels, if no City subsidy is provided or other restrictions are placed on the properties due to the type of financing secured by the ultimate developer of the parcel. Unless a City subsidy is provided, as set forth in Section 2.6.2.4 below, or other restrictions are placed on the parcel due to the type of financing secured by the ultimate developer of the parcel, qualifying rents for affordable rental residential units shall be based on the upper limit of specified income levels. However, subject to the requirements of Section 2.6.2.4 below, based on the amount and types of subsidies necessary to develop affordable

housing, the qualifying rents may be calculated based on a mid-range or the lower end of the income ranges cited herein.

Locations of affordable housing sites are shown in the Specific Plan and Exhibit "F".

- f. DELETE SECTION 2.6.1. Section 2.6.1 (Affordable Purchase Residential Units), and subsections 2.6.1.1 through 2.6.1.6 are deleted in their entirety.

- g. REVISED SECTION 2.6.2.1. Section 2.6.2.1 is revised in its entirety to read:

"2.6.2.1 Affordable Obligation. Developer agrees that two hundred one (201) affordable rental units will be reserved within the Property, including one hundred one (101) units for rental to very low-income households and one hundred (100) units for rental to low-income households as follows:

Parcel	Total Units in Parcel	Total Affordable Unit Allocation	Very Low-Income Rental Units	Low Income Rental Units
C-40	168	85	43	42
C-43	116	116	58	58
	Total	201	101	100

- h. NEW SECTION 2.6.2.2. Section 2.6.2.2 (Required Agreements) is added in its entirety to read:

"2.6.2.2 Required Agreements. Prior to the issuance of a building permit for the applicable affordable parcel(s), the parties shall enter into City's then current form of Affordable Rental Housing Agreement (Affordable Agreement) (or other applicable City-approved form) for such residential rental units affordable to low income and very low income households, which shall identify the obligation to produce and deliver the applicable number of rental units affordable to very low or low income households to be provided by such affordable parcel. The term of the Affordable Agreement shall require the affordable units to be rented only to qualified affordable households for a period of fifty-five (55) years, commencing on the date of issuance of a certificate of occupancy for each affordable unit. Specific requirements of the Affordable Agreement will be determined by the Economic Development Director or his/her designee."

- i. RENUMBERED SUBSECTIONS. Subsections shall be renumbered as follows:

Section 2.6.2.3 Transfer/Satisfaction of Obligation

Section 2.6.2.4 Compensation by City

Section 2.6.2.5 Community Facilities Districts

- j. REVISED SECTION 2.6.3. Section 2.6.3 is revised in its entirety to read:

"2.6.3 Not a Limitation. Nothing in the foregoing Section 2.6.2 shall be construed to limit Developer from offering units for rental to households of very low or low incomes in excess of the number of units specified."

- k. NEW SECTION 2.6.4. Section 2.6.4 (In-Lieu Fee – Affordable Housing) is added in its entirety to read:

“2.6.4 In-Lieu Fee - Affordable Housing. In the event City adopts a fee to be paid in lieu of constructing rental housing affordable to low or very low-income households, Developer shall be eligible to pay such in lieu fee rather than construct affordable housing units on the Property.”

- l. REVISED SECTION 3.5.3. The second sentence of Section 3.5.3 is revised in its entirety to read as follows:

“Collector roadways in the Specific Plan area are Holt Parkway, Benchmark Drive, and Lower Bank Drive.”

- m. REVISED SECTION 3.12. The first paragraph of Section 3.12 is revised in its entirety to read as follows:

“3.12 Parks, Open Space and Bike Trails. Developer shall dedicate to City a total of 15.7 acres of active park land and 136.7 acres of open space lands, pay fees for construction of city-wide park, park improvements, paseo improvements, road improvements, open space frontage improvements, and trail improvements and construct park frontage improvements as set forth in this Section and the Phasing Plan and as shown in Exhibit “DD”.”

- n. REVISED SECTION 3.12.1. Section 3.12.1 is revised in its entirety to read as follows:

“3.12.1 Park and Open Space Dedications. Developer shall dedicate to City a total of 15.7 acres of active neighborhood parkland and 136.7 acres of open space. The following four park parcels, and five open space parcels shall be dedicated to City as described below and shown in Exhibit “DD”:

1. A 6.8-acre, more or less, portion of the Property for the purposes of a public park, shown as parcel C-60;
2. A 4.8-acre, more or less, portion of the Property for the purpose of a public park, shown as parcel C-61;
3. A 1.5-acre, more or less, portion of the Property for the purpose of a public park, shown as parcel C-62;
4. A 2.5-acre, more or less, portion of the Property for the purpose of a public park, shown as parcel C-63;
5. A 36.6-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), preservation of wetland habitat and open space, and open space linkages, shown as parcel C-50;

6. A 35.6-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), preservation of wetland habitat and open space, and open space linkages, shown as parcel C-51;
7. A 14.8-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), preservation of wetland habitat and open space, and open space linkages, shown as parcel C-52;
8. A 25.1-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), wetland habitat and open space, and open space linkages, shown as parcel C-53; and
9. A 24.6-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), wetland habitat and open space, and open space linkages shown as parcel C-54.”

o. REVISED SECTION 3.12.8. Section 3.12.8 is revised in its entirety to read as follows:

“3.12.8 Open Space Preserve Areas. Developer shall obtain from the Army Corps 404 Permit(s) to fill wetland resources in conjunction with development of the Property and the Plan, a condition that requires the preservation of certain environmental habitat. The areas in which such habitat will be preserved are known as Open Space Preserve Areas, as shown on Exhibit “HH” and consist of the following five parcels:

1. A 36.6-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), preservation of wetland habitat and open space, and open space linkages, shown as parcel C-50;
2. A 35.6-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), preservation of wetland habitat and open space, and open space linkages, shown as parcel C-51;
3. A 14.8-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), preservation of wetland habitat and open space, and open space linkages, shown as parcel C-52;
4. A 25.1-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), wetland habitat and open space, and open space linkages, shown as

parcel C-53; and

5. A 24.6-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), wetland habitat and open space, and open space linkages, shown as parcel C-54.”
2. **CONSISTENCY WITH GENERAL PLAN.** The City Council has found and determined that this Second Amendment of the Development Agreement is in the best interest of the public health, safety and general welfare and is consistent with the General Plan and the Creekview Specific Plan.
3. **AMENDMENT.** This Second Amendment amends, but does not replace or supersede, the Development Agreement, except as specified herein. In the event of any conflict, the language of this Second Amendment shall be controlling in all events or circumstances. As amended hereby, the Development Agreement remains in full force and effect.
4. **FORM OF AMENDMENT.** This Second Amendment is executed in two duplicate originals, each of which is deemed to be an original.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized of this Second Amendment in duplicate by its City Manager and attested to by its City Clerk under the authority of Ordinance No. _____, adopted by the Council of the City of Roseville on the _____ day of _____, 2021.

[Signatures on the following page]

CITY:

CITY OF ROSEVILLE,
a municipal corporation

BY: _____
City Manager

ATTEST:

BY: _____
City Clerk

APPROVED AS TO FORM:

BY: _____
City Attorney

APPROVED AS TO SUBSTANCE:

BY:  _____
Development Services Director

DEVELOPER:

ANTHEM UNITED CREEKVIEW DEVELOPMENTS
LIMITED PARTNERSHIP,
a Washington limited partnership

By: ANTHEM UNITED CREEKVIEW MANAGEMENT, LLC
a Washington limited liability company
Its General Partner

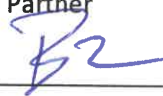
By:  _____
Brian Moore
Its: Manager

Exhibit A
Second Amendment Property Legal Description

All that real property situated in the City of Roseville, County of Placer, State of California located within Section 14, Township 11 North, Range 5 East, Mount Diablo Meridian, being a portion of the Lands of Anthem United Creekview Developments Limited Partnership, a Washington limited partnership, as described in that certain Grant Deed recorded July 18, 2019 as Document No. 2019-0050338, and that certain Grant Deed recorded May 24, 2019 as Document No. 2019-0034778, Official Records of Placer County, more particularly described as follows:

Lots 1 through 10, inclusive, 15, 18, and 21 through 33, inclusive, as shown on that map titled "Final Map of Creekview-Phase 1 Large Lot Subdivision, Subdivision No. PL18-0190", filed for record on June 1, 2020, in Book EE of Maps, at Page 97, Placer County Records.

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

This legal description was prepared by me or under my supervision pursuant to Section 8729 (2) of the Professional Land Surveyors Act.

Paul Ferguson, Jr.

Paul Ferguson, Jr., PLS 9265
License Expiration Date: March 31, 2022

Date: 7/14/2021



Exhibit B
Second Amendment Property

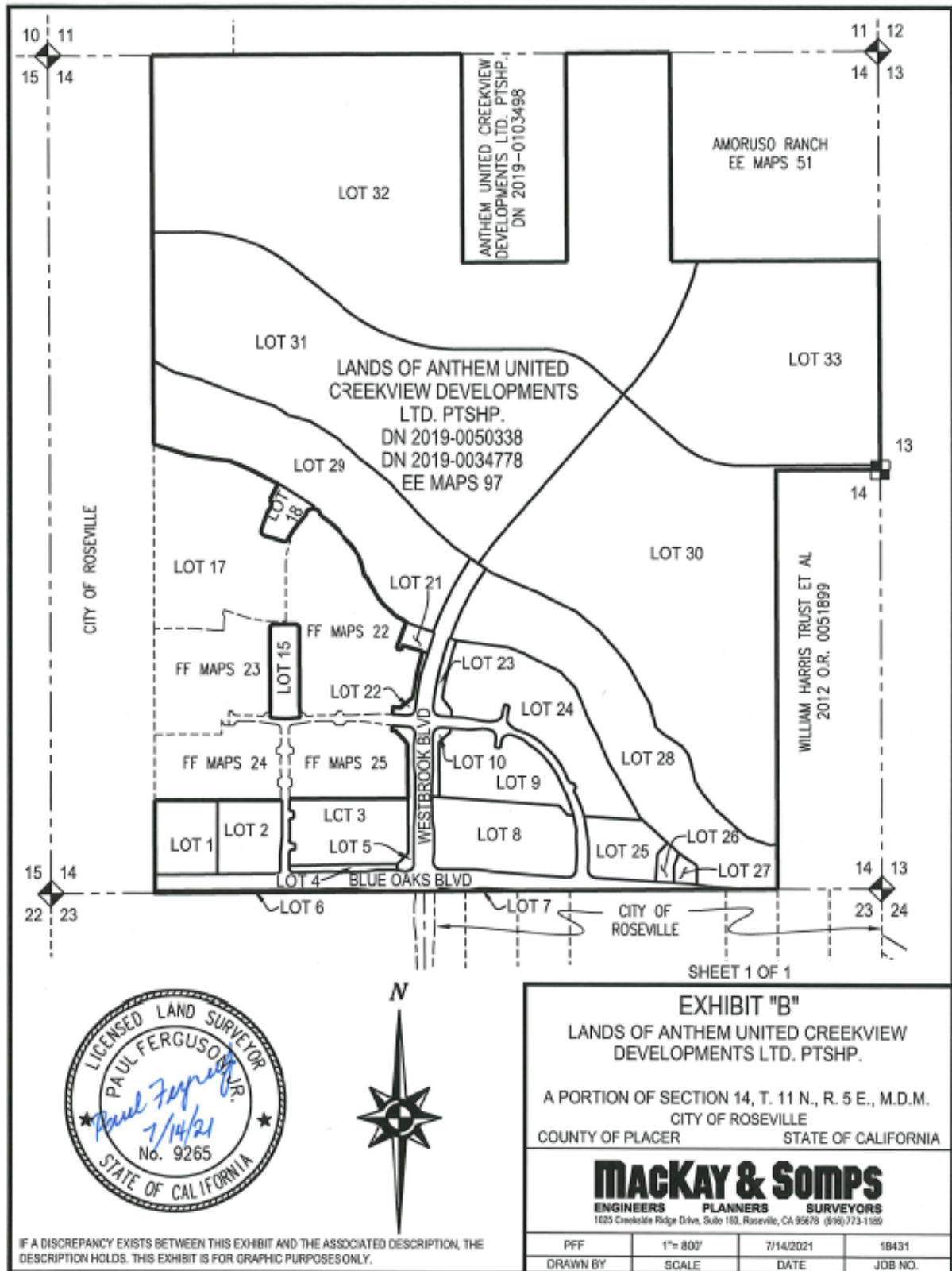
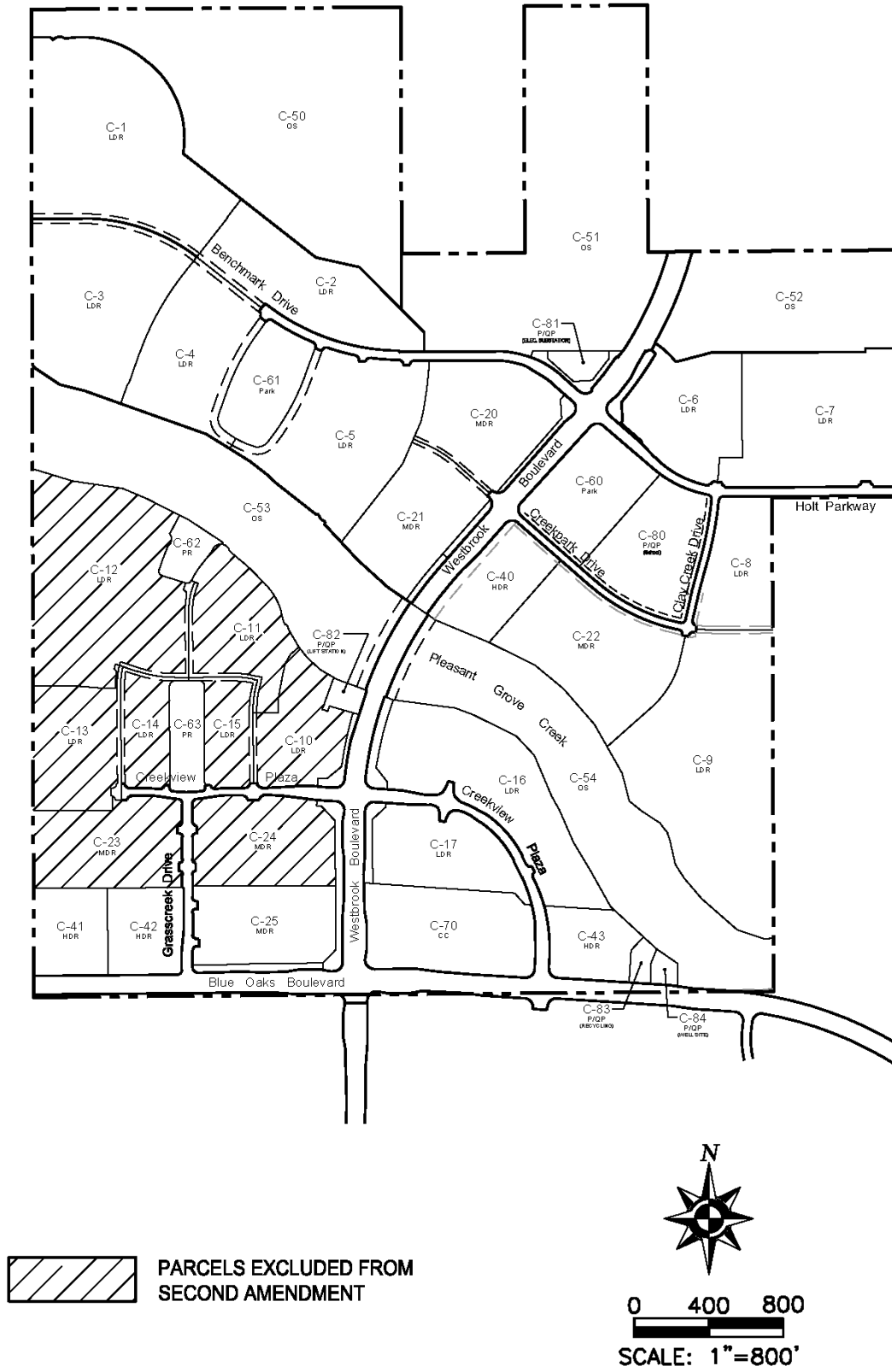
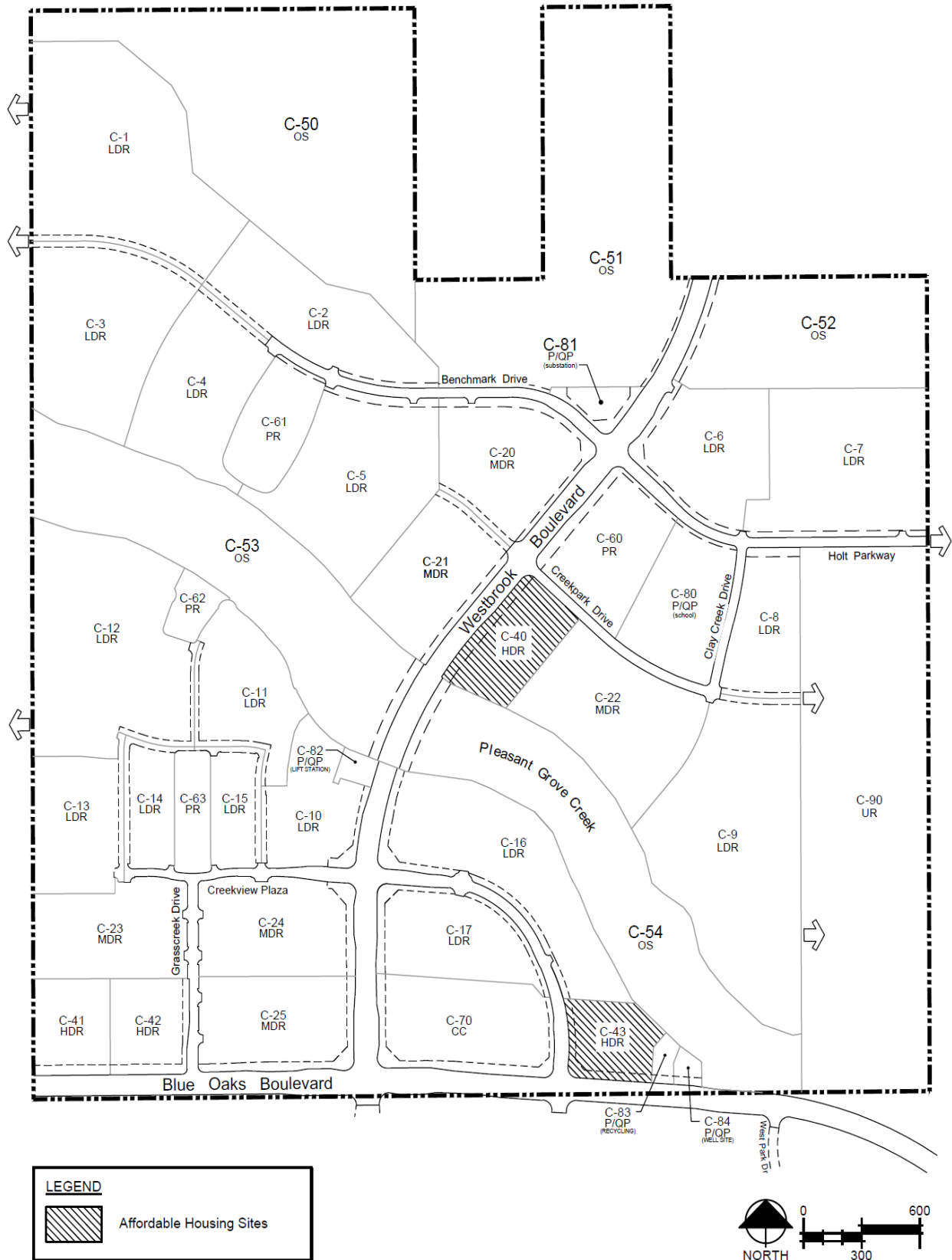


Exhibit C

Specific Plan Parcels Excluded from Second Amendment



Affordable Housing Sites



CALIFORNIA 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 Placer }

On August 3, 2021 before me, Bonnie Kwan, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Brian Moore
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature

[Signature]

Signature of Notary Public

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: _____