



AGENDA

August 5, 2020

ROSEVILLE CITY COUNCIL

6:00 p.m.

Council Chambers
311 Vernon Street
Roseville, California
www.roseville.ca.us

To help minimize the spread of COVID-19, members of the public may not attend in person, but may view the meeting 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 the following means:

Dial in Phone Number: 916-774-5353

Email: publiccomment@roseville.ca.us

If you need a 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. PRESENTATIONS**

5.1. City Response to COVID-19 Pandemic

CONTACT: Dominick Casey 916-774-5362 dcasey@rosevilleca.us

- 6. PUBLIC COMMENTS**
- 7. CONSENT CALENDAR**

BEGINNING OF CONSENT CALENDAR

Bids / Purchases / Services

7.1. 2020 Residential Resurfacing Project - Approval of Plans and Specifications and Authorization to Call for Bids

Memo from Assistant Engineer Jesse Khatkar and Public Works Director Jason Shykowski recommending the City Council approve plans and specifications for the 2020 Residential Resurfacing project and authorize staff to call for bids. The scope of this project consists of resurfacing various streets in the South Cirby neighborhood, Automall Drive, Scarborough Drive, and Yosemite Street. In addition, the project incorporates minor traffic striping modifications along Scarborough Drive, Yosemite Street, Sierra Boulevard, and Vernon Street. The engineer's estimate for this project is approximately \$500,000 and the project will be paid for with Gas Tax, Highway Users Tax, SB-1 Road Maintenance and Rehabilitation Account, and Citywide Park funds. No General Fund resources will be used.

CC #: 0894

File #: 0900-04-01

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

7.2. 2018 Sewer Collection System Cured-in-Place Pipe Rehabilitation Project - Award of Contract

Memo from Senior Engineer Tracie Mueller and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 20-299 APPROVING AN AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND EXPRESS SEWER & DRAIN, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This item requests Council approval and award of a construction contract for the 2018 Sewer Collection System Cured-in-Place Pipe Rehabilitation project to Express Sewer & Drain, Inc. in the amount of \$654,672 and authorization for the Environmental Utilities Director or his designee to approve and pay for contract change orders by no more than 10% or \$65,467. The construction contract will be paid from the existing capital improvement project budget, which is funded through the Wastewater Rehabilitation fund.

CC #: 0893

File #: 0900-02

CONTACT: Tracie Mueller 916-774-5688 trmueller@roseville.ca.us

7.3. Aquifer Storage and Recovery - Monitoring Wells Project - Award of Contract

Memo from Senior Engineer Jason Marks and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 20-300 APPROVING AN AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND WELL INDUSTRIES, INC. DBA NORTH STATE DRILLING, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This item requests Council's approval and award of a construction contract for the Aquifer Storage and Recovery – Monitoring Wells project with Well Industries, Inc. dba North State Drilling including a 10% contingency in the amount of \$767,470. Funding for this project is from the Water Construction fund, which is funded through connection fees assessed upon developers.

CC #: 0896

File #: 0900-02

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

7.4. Library Materials (RFP 13-087) - Purchase Orders

Memo from Parks, Recreation & Libraries Supervisor Chris Rohde and Parks, Recreation & Libraries Director Jill Geller recommending the City Council authorize 2-year purchase orders to Baker & Taylor, LLC, Bibliotheca, LLC, Ingram Library Services, LLC, Midwest Tape, LLC, and Overdrive, Inc. for the purchase of materials for the City's library collection through FY2021-22. The not-to-exceed amount is \$357,000 for FY2020-21 and \$375,000 for FY2021-22. Funding for the first year is included in the approved Parks, Recreation & Libraries FY2020-21 budget. Funding for FY2021-22 will be requested through the annual budget process.

CC #: 0921

File #: 0203-10

CONTACT: Chris Rohde 916-746-1216 crohde@roseville.ca.us

7.5. Library Media Materials - Annual Purchase Order Amendment

Memo from Parks, Recreation & Libraries Superintendent Jeff Nereson and Parks, Recreation & Libraries Director Jill Geller recommending the City Council approve Amendment No.1 to Purchase Order P9001707 with Baker and Taylor, LLC for print material and media for the Parks, Recreation & Libraries Department to increase purchase order authority in FY2019-20 by \$3,019 for a total of \$203,019.

CC #: 0923

File #: 0203-10

CONTACT: Jeff Nereson 916-774-5974 jnereson@roseville.ca.us

7.6. Screenings Grinder and Washer Compactor Combination Units (RFQ 10-3264) - Contract Purchase Agreement

Memo from Buyer Babette Owens and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 20-310 APPROVING A CONTRACT PURCHASE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND JWC ENVIRONMENTAL, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3000374). Staff recommends approval of a contract purchase agreement with JWC Environmental, Inc. as the only bid received for the purchase, delivery, and initial set up of two (2) screenings grinder and washer compactor combination units. The total cost of the product and services is \$174,360.66. Funding is included in the Environmental Utilities Department's FY2020-21 operating budget.

CC #: 0909

File #: 0800-02

CONTACT: Babette Owens 916-774-5704 bowens@roseville.ca.us

7.7. Roofing Services - Contract Purchase Agreement

Memo from Preventative Maintenance Coordinator Blaine Wiegel and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 20-309 APPROVING A CONTRACT PURCHASE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND WEATHERPROOFING TECHNOLOGIES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3000719). Staff requests approval of a contract purchase agreement with Weatherproofing Technologies, Inc. to provide roofing services in the amount of \$300,000 with funding from the Environmental Utilities Department's FY2020-21 Wastewater operations budget. This contract would utilize an Omnia National IPA cooperative contract #R180903 for roofing products, services, and job-order-contracting services.

CC #: 0908

File #: 0203-09

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

7.8. Utility Technology Services - Sole Source Contract Purchase Agreement

Memo from Preventative Maintenance Coordinator Blaine Wiegel and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 20-325 APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND EPLUS TECHNOLOGY, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3000750). Staff requests Council authorize a sole source contract purchase agreement with ePlus Technology Inc. in the amount of \$300,000 with funding from the Environmental Utilities Department's FY2020-21 operations budget for Water/Wastewater and Collections. Staff requests authorization to utilize the optional renewal years of the contract without further Council approvals until the contract expires or until City staff determines that continuing with the same vendor is not in the City's best interest.

CC #: 0925

File #: 0203-09

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

7.9. Ammunition - Sole Source Purchase Order

Memo from Administrative Analyst Shelly Bracco and Police Chief James Maccoun 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 \$81,839.75. Sufficient funds have been included for this purpose in the current fiscal year budget.

CC #: 0895

File #: 0203-12

CONTACT: Scott Christian 916-774-5099 schristian@roseville.ca.us

7.10. Print Services – Purchase Orders

Memo from Senior Buyer Joanna Oukrop and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 20-308 APPROVING A PURCHASE ORDER, BY AND BETWEEN THE CITY OF ROSEVILLE AND OFFICE DEPOT, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests approval of a purchase order for print services on an as-needed basis by City departments through Office Depot, Inc. utilizing Oakland County, Michigan's America Saves Program cooperative contract number 005489. The estimated total City spend for print services is \$56,000 for FY2020-21, \$59,000 for FY2021-22, and \$62,000 for FY2022-23. Funding is included in each department's fiscal year budget. Spending for future year renewals is contingent upon Council approval of the budget.

CC #: 0906

File #: 0203-04

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

Resolutions

7.11. Creekview, Blue Oaks Boulevard - Segment 1 - Notice of Completion

Memo from Construction Inspector Ignacio Vizcarra and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 20-301 OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS Creekview, Blue Oaks Boulevard - Segment 1, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING A PORTION OF THOSE RESPECTIVE DEDICATIONS OFFERED ON THE RECORDED MAPS OF "THE FINAL MAP OF FIDDYMENT RANCH PHASE 1 LARGE LOT SUBDIVISION" AND "THE FINAL MAP OF FIDDYMENT RANCH PHASE 3 LARGE LOT SUBDIVISION". The Engineering Division has made final inspection of the project and has found the civil improvement work complete in accordance with the improvement plans and City specifications. This action has no impact to the City's General Fund. Construction costs were paid by the developer.

CC #: 0897

File #: 0400-04-09-1

CONTACT: Ignacio Vizcarra 916-774-5578 ivizcarra@roseville.ca.us

7.12. Creekview, Blue Oaks Boulevard - Segment 2 - Notice of Completion

Memo from Construction Inspector Ignacio Vizcarra and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 20-302 OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS Creekview, Blue Oaks Boulevard - Segment 2 Project, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING A PORTION OF THE DEDICATIONS OFFERED ON THE RECORDED MAP OF "THE FINAL MAP OF FIDDYMENT RANCH PHASE 3" AND ACCEPTING ALL PUBLIC UTILITY EASEMENT DEDICATIONS ON THE RECORDED MAP OF "THE FINAL MAP OF CREEKVIEW - PHASE 1 LARGE LOT SUBDIVISION". The Engineering Division has made final inspection of the project and has found the civil improvement work complete in accordance with the improvement plans and City Specifications. This action has no impact to the City's General Fund. Construction costs were paid by the developer.

CC #: 0898

File #: 0400-04-09-1

CONTACT: Ignacio Vizcarra 916-774-5578 ivizcarra@roseville.ca.us

7.13. Creekview, Westpark Drive - Segment 3 - Notice of Completion

Memo from Construction Inspector Ignacio Vizcarra and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO.

20-316 OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS Creekview Westpark Drive, Segment 3 PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE. The Engineering Division has made final inspection of the project and has found the civil improvement work complete in accordance with the improvement plans and City specifications. This action has no impact to the City's General Fund. Construction costs were paid by the developer.

CC #: 0915

File #: 0400-04-09-1

CONTACT: Ignacio Vizcarra 916-774-5578 ivizcarra@roseville.ca.us

7.14. Westbrook - Phase 3 Village 21 - Notice Of Completion

Memo from Andrew Druck and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 20-312 OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS WESTBROOK - PHASE 3 VILLAGE 21 PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING ALL DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION. The Engineering Division has made final inspection of the project and has found the civil improvement work complete in accordance with the improvement plans and City specifications. This action has no impact to the City's General Fund. Construction costs were paid by the developer.

CC #: 0911

File #: 0400-04-12-1

CONTACT: Andrew Druck 916-223-7577 adruck@roseville.ca.us

7.15. Campus Oaks Apartments Phase 2 - Right of Way, Public Utility & Pedestrian Easement Vacation

Memo from Assistant Engineer Kerry Andrews and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 20-321 ORDERING SUMMARY VACATION OF THE RIGHT OF WAY AND ADJACENT PUBLIC UTILITY AND PEDESTRIAN EASEMENTS AND AUTHORIZING THE CITY MANAGER TO EXECUTE ANY DOCUMENTS, INCLUDING A QUITCLAIM DEED, REQUIRED TO EFFECTUATE THE CONVEYANCE OF THE ABANDONED RIGHT OF WAY TO THE RESPECTIVE PROPERTY OWNERS. These actions have no fiscal impact to the City's General Fund.

CC #: 0919

File #: 1001-01 & 1001-02

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

7.16. Campus Oaks Fire Station - Acceptance of Irrevocable Offer of Dedication of

Land

Memo from Assistant Engineer Kerry Andrews and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 20-320 ACCEPTING THE IN FEE IRREVOCABLE OFFER OF DEDICATION OF LOT 6 AS OFFERED ON THE LARGE LOT FINAL MAP OF CAMPUS OAKS, AND AUTHORIZE THE CITY MANAGER TO EXECUTE ANY AND ALL DOCUMENTS AS MAY BE NECESSARY TO EFFECT THE RECORDATION AND ENFORCEMENT OF THIS ACCEPTANCE ON BEHALF OF THE CITY OF ROSEVILLE. Staff is recommending acceptance of an irrevocable Offer of Dedication of land offered on the Large Lot Final Map of Campus Oaks in order to facilitate the construction of the Campus Oaks Apartment project located immediately adjacent thereto. The action requested has no fiscal impact to the City's General Fund.

CC #: 0918

File #: 1001-02

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

7.17. Youth Services Officers - Memorandum of Understanding Amendment

Memo from Captain Troy Bergstrom and Police Chief James Maccoun recommending the City Council adopt RESOLUTION NO. 20-313 APPROVING A FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING, BY AND BETWEEN THE CITY OF ROSEVILLE AND THE ROSEVILLE JOINT UNION HIGH SCHOOL DISTRICT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests authorization to amend the Memorandum of Understanding between the City and the Roseville Joint Union High School District Regarding Youth Services Officers in relation to the cost sharing agreement for the 2020-2021 academic year. The fiscal result of the amendment is net savings to the City of \$32,839 due to the time period when campuses were closed.

CC #: 0912

File #: 0323

CONTACT: Troy Bergstrom 916-774-5058 tbergstrom@roseville.ca.us

7.18. Electric Industry Data and Research Services - Contract Purchase Agreement

Memo from Electric Business Analyst Renee Laffey and Electric Utility Director Michelle Bertolino recommending the City Council adopt RESOLUTION NO. 20-322 APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND E SOURCE COMPANIES, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests approval of a contract purchase agreement with E Source Companies, LLC to continue providing Roseville Electric Utility with electric industry data and research services for its efficiency programs. Staff also recommends Council authorize renewal of the service agreement for four additional one-year agreements. The total cost of these services will not exceed \$90,000 in FY2020-21. Funding for the agreement is provided from public benefit funds

and is included in the electric utility's FY2020-21 budget. Future costs of \$90,000 for each of the potential annual extensions are contingent on Council's approval of the associated budgets each fiscal year.

CC #: 0922

File #: 0800-03

CONTACT: Renee Laffey 916-774-5671 rlaffey@roseville.ca.us

7.19. North American Energy Standards Board, Inc. Base Contract

Memo from Electric Risk and Compliance Supervisor Petra Wallace and Electric Utility Director Michelle Bertolino recommending the City Council adopt RESOLUTION NO. 20-306 APPROVING A BASE CONTRACT AND SPECIAL PROVISIONS, BETWEEN THE CITY OF ROSEVILLE AND DIRECT ENERGY BUSINESS MARKETING, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approve the execution of the North American Energy Standards Board, Inc. (NAESB) Base Contract and Special Provisions with Direct Energy Business Marketing, LLC ("Direct Energy") to allow the City to manage its energy risk by purchasing and selling natural gas with another counterparty. There is no fiscal impact associated with the execution of the NAESB base contract and Special Revisions as it is only an enabling agreement.

CC #: 0904

File #: 0800-03

CONTACT: Petra Wallace 916-774-5510 pwallace@roseville.ca.us

7.20. Economic Development Agreement and Expenditure of Membership Funds For FY2020-21

Memo from Economic Development Director Laura Matteoli recommending the City Council adopt RESOLUTION NO. 20-303 APPROVING AN AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND THE GREATER SACRAMENTO ECONOMIC COUNCIL, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and authorize the expenditure of membership funds for Greater Sacramento Economic Council in the amount of \$55,857 and for the Roseville Area Chamber of Commerce in the amount of \$40,000; totaling \$95,857. Funding for these memberships was included in the Economic Development Department's FY2020-21 membership budget.

CC #: 0899

File #: 0110

CONTACT: Laura Matteoli 916-774-5284 lmatteoli@roseville.ca.us

7.21. Local Agreement for Child Development Services

Memo from Parks, Recreation & Libraries Superintendent Kristi LaRoche and Parks, Recreation & Libraries Director Jill Geller recommending the City Council adopt RESOLUTION NO. 20-304 APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND THE CALIFORNIA DEPARTMENT OF EDUCATION, AND AUTHORIZING THE CITY

MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff is requesting approval of an agreement for child development services between the City and the California Department of Education. The City can receive a maximum reimbursable amount of \$435,655 in FY2020-21 to offset direct program expense. There is no General Fund impact as the program is funded in the Youth Development Fund.

CC #: 0902

File #: 0214

CONTACT: Kristi LaRoche 916-774-5962 klaroche@roseville.ca.us

7.22. Park Site at Gibson Drive – Mutual Termination of Lease and Agreement for Temporary Right of Use of City-Owned Real Property

Memo from Park Planning & Development Superintendent Tara Gee and Parks, Recreation & Libraries Director Jill Geller recommending the City Council adopt RESOLUTION NO. 20-323 APPROVING A MUTUAL TERMINATION OF LEASE, BY AND BETWEEN THE CITY OF ROSEVILLE AND ROSEVILLE SHOPPINGTOWN, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 20-324 APPROVING AN AGREEMENT FOR TEMPORARY RIGHT OF USE OF CITY-OWNED REAL PROPERTY, BY AND BETWEEN THE CITY OF ROSEVILLE AND U.S. ALLIANCE HOLDEN OF ROSEVILLE II, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Roseville Shoppingtown, LLC has had a long-term lease for use of the park site at Gibson Drive to accommodate staff parking during the holiday season. U.S. Alliance Holden of Roseville II, LLC is developing the Broadstone Senior Apartments and Holden Assisted Living/Memory Care at the nearby Parcel 44 location and has requested use of approximately 40,000 square feet of the same park site for their sales trailers. If approved, the term of the agreement will begin on August 17, 2020 and expire on December 31, 2021, with options to extend for two additional three-month terms. Rent by U.S. Alliance Holden will be paid in six-month increments at \$1,500 per payment, and \$750 for each optional three-month extension. Staff seeks Council approval to terminate the existing lease and enter into negotiations with Roseville Shoppingtown for a new Joint Use Agreement specific to their area of use. Funding for the new parking lot improvements will be provided by U.S. Alliance Holden through the new agreement. There will be no General Fund impact, rather a public benefit through rent and capital improvements.

CC #: 0924

File #: 0704-01

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

7.23. Shelter-in-Place Project - Community Development Block Grant Agreement

Memo from Housing Analyst Kristine Faelz and Economic Development Director Laura Matteoli recommending the City Council adopt RESOLUTION NO. 20-311 APPROVING A COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND THE GATHERING INN, AND AUTHORIZING THE CITY MANAGER

TO EXECUTE THEM ON BEHALF OF THE CITY OF ROSEVILLE. This item is regarding an agreement with The Gathering Inn for their Shelter-in-Place program in response to the COVID-19 virus funded by the Community Development Block Grant CARES Act in the amount of \$60,000.

CC #: 0910

File #: 0113-02

CONTACT: Kristine Faelz 916-774-5451 kpfaelz@roseville.ca.us

7.24. Local Road Safety Plan - Professional Services Agreement

Memo from Senior Engineer Jana Cervantes and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION 20-305 APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND KIMLEY-HORN AND ASSOCIATES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests approval of a professional services agreement with Kimley-Horn and Associates, Inc. for \$79,882.29 for the purpose of developing a Local Road Safety Plan for the City. The contract is funded by a state grant and gas tax funds. No General Fund resources will be used for the project.

CC #: 0903

File #: 0800-04

CONTACT: Jana Cervantes 916-774-5498 jcervantes@roseville.ca.us

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

7.25. Eureka/Atlantic I-80 On-Ramp Widening Project - Budget Adjustment

Memo from Principal Engineer Stefanie Kemen and Public Works Director Jason Shykowski recommending the City Council adopt ORDINANCE NO. 6252 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2020-21 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. This is a budget adjustment to increase the expense budget by \$50,000 and the revenue budget by \$650,000 for the Eureka/Atlantic I-80 On-Ramp Widening project. This budget adjustment will reimburse the Traffic Mitigation Fund for preliminary engineering done to support the procurement of design and construction funding for the project by Caltrans. All City project expenses are funded by the South Placer Regional Transportation Authority fee program. No General Fund resources will be used for the project.

CC #: 0900

File #: 0201-01 & 0900-04-02

CONTACT: Stefanie A. Kemen 916-746-1300 skemen@roseville.ca.us

7.26. Security Guard Services - Memorandum of Understanding Amendment and Budget Adjustment

Memo from Administrative Technician Tisha Chinn and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 20-315 APPROVING MEMORANDUM OF UNDERSTANDING AMENDMENT #2 FOR SECURITY GUARD SERVICES, BY AND BETWEEN THE CITY OF ROSEVILLE AND THE SIERRA JOINT COMMUNITY COLLEGE DISTRICT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6254 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2020-21 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests approval of Amendment #2 to the Memorandum of Understanding with Sierra Joint Community College District concerning security guard services at 316 Vernon Street. The City will split the cost 50/50 for services Monday through Friday, 7:30am - 11:00pm, and the District will pay for all other service hours. This second amendment will extend the end of the term from June 30, 2020 to December 31, 2021. The City's annual cost for these services will be \$50,838, which is \$838 more than the FY2020-21 General Capital Projects Fund security services adopted budget. Therefore, staff requests approval of a budget adjustment, increasing the Facility Security budget by \$59,838 to cover the following additional costs: \$838 for 316 Vernon security, \$5,000 for miscellaneous security-related equipment, \$10,000 in contingency for unanticipated security-related costs, and \$44,000 in expanded security services at the Corporation Yard.

CC #: 0914

File #: 0203-14 & 0201-01

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

7.27. Dry Creek Greenway East Phase 1 Trail Project - Professional Services Agreement and Budget Adjustment

Memo from Assistant Engineer Cathy Gosalvez and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 20-314 APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND PARAGON PARTNERS, LTD., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6253 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2020-21 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. This is an agreement with Paragon Partners Ltd. for professional right of way services for the Dry Creek Greenway East Phase 1 trail project. The project will construct a paved multi-use trail along Dry, Cirby, and Linda Creeks from Darling Way/Riverside Avenue to the existing Maidu Park Trail at Rocky Ridge Drive. The total contract amount is \$164,970. The total budget adjustment request is for \$265,000 which will cover staff time in addition to the Paragon Partners contract. This project is funded with Local Transportation funds and will not utilize any General Fund resources.

CC #: 0913

File #: 0721-05 & 0201-01

CONTACT: Cathy Gosalvez 916-746-1300 cgosalvez@roseville.ca.us

Ordinances (for second reading and adoption)

7.28. Second Reading - Creekview Community Facilities District No. 2 (Public Service) - Levying Special Tax

ORDINANCE NO. 6255 OF THE COUNCIL OF THE CITY OF ROSEVILLE LEVYING SPECIAL TAX WITHIN CREEKVIEW COMMUNITY FACILITIES DISTRICT NO. 2 (PUBLIC SERVICES), for second reading and adoption.

CC #: 0920

File #: 0206-03-01

CONTACT: Jeannine Thrash 916-774-5473 jthrash@roseville.ca.us

Ceremonial Documents

7.29. Proclamation - 19th Amendment Centennial Commemoration

Recommend that residents and civic institutions celebrate the 100th Anniversary of the passage and ratification of the 19th Amendment to the Constitution of the United States providing for women's suffrage; reaffirm the opportunity for students and adults in the City to learn about and commemorate the efforts of the women's suffrage movement and the role of women in our democracy; and to reaffirm our desire to continue to strengthen democratic participation and to inspire future generations to cherish and preserve the historic precedent established under the 19th Amendment.

CC #: 0907

File #: 0102-06

CONTACT: Katrina Six 916-774-5267 kmsix@roseville.ca.us

7.30. Resolution - Josie Shrieve

Commend Josie Shrieve on her kind gestures which has made a difference in the community.

CC #:

File #: 0102-10

CONTACT: Katrina Six 916-774-5267 kmsix@roseville.ca.us

END OF CONSENT CALENDAR

8. RESOLUTIONS

8.1. Tower Theatre - Option Agreement

Memo from Economic Development Manager Wayne Wiley and Economic Development Director Laura Matteoli recommending the City Council adopt RESOLUTION NO. 20-319 DECLARING 417 VERNON STREET AS

SURPLUS PROPERTY, APPROVING AN OPTION AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND UNIVERSITY DEVELOPMENT FOUNDATION, AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff recommends approval of an assignable option granting the University Development Foundation the exclusive right to purchase the Tower Theatre within an option period of one year for a total amount of \$1.00. The original grantor, Angelo K. Tsakopoulos, supports this proposal in association with the City's effort to attract a private university to establish a campus in the City and/or in the surrounding area.

CC #: 0917

File #: 0209

CONTACT: Wayne Wiley 916-774-5283 wwiley@roseville.ca.us

9. SPECIAL REQUESTS/REPORTS/PRESENTATION

9.1. Legislative and Regulatory Platform for State and Federal Advocacy – Police Body-Worn Cameras

Memo from Government Relations Administrator Mark Wolinski and Deputy City Manager Megan MacPherson recommending the City Council approve the following language be added to the Public Safety section of the 2020 Legislative and Regulatory Platform for State and Federal Advocacy: *Support legislation and funding that would provide police body-worn cameras for state and local policing agencies.*

CC #: 0901

File #: 0114

CONTACT: Mark Wolinski 916-774-5179 mwolinski@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

10.1. General Plan Update

Memo from Associate Planner Gina McColl and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 20-317 CERTIFYING A FINAL ENVIRONMENTAL IMPACT REPORT RELATING TO THE GENERAL PLAN UPDATE PROJECT, ADOPTING THE FINDINGS OF FACT AND STATEMENT OF OVERRIDING CONSIDERATIONS, AND ADOPTING MITIGATION MEASURES; and adopt RESOLUTION NO. 20-318 AMENDING THE GENERAL PLAN TO COMPLY WITH NEW STATE PLANNING LAWS, THE 2017 GENERAL PLAN GUIDELINES, AND UPDATES TO THE CEQA GUIDELINES AND CASE LAW; REVISE OUTDATED INFORMATION; IMPROVE AND CLARIFY POLICY LANGUAGE; AND MAKE THE GENERAL PLAN MORE READABLE AND USER-FRIENDLY. The proposed project is an update to the City's General Plan. The purpose of this update is to comply with new State planning laws, the 2017 General Plan Guidelines, and updates to the CEQA Guidelines and case law; revise outdated information; improve and clarify policy language; and make the General Plan more readable and user-friendly. The City is not proposing changes to the Land Use Map or Sphere of Influence as a part of this update. The complete description of changes is in the Project Description chapter of the EIR.

CC #: 0916

File #: 0400-03

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

10.2. Plaza at Blue Oaks - Mitigated Negative Declaration, Design Review Permit, Tentative Subdivision Map, and Tree Permit

Memo from Associate Planner Kinarik Shallow and Development Services Director Mike Isom recommending the City Council adopt the Plaza at Blue Oaks Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program; and adopt RESOLUTION NO. 20-307 DENYING THE APPEAL FROM THE MAY 14, 2020 APPROVALS BY THE PLANNING COMMISSION; ADOPTING THE PLAZA AT BLUE OAKS INITIAL STUDY/MITIGATED NEGATIVE DECLARATION AND THE MITIGATION MONITORING AND REPORTING PROGRAM; ADOPTING THE FOUR (4) FINDINGS OF FACT AND APPROVING THE DESIGN REVIEW PERMIT SUBJECT TO ONE HUNDRED ONE (101) CONDITIONS OF APPROVAL; ADOPTING THE THREE (3) FINDINGS OF FACT AND APPROVING THE TENTATIVE SUBDIVISION MAP SUBJECT TO THIRTY-NINE (39) CONDITIONS OF APPROVAL; AND ADOPTING THE TWO (2) FINDINGS OF FACT AND APPROVING THE TREE PERMIT SUBJECT TO TWENTY (20) CONDITIONS OF APPROVAL. The proposed project includes a request for a Design Review Permit to allow the construction of an 82,100-square-foot shopping center consisting of a 35,000-square-foot anchor grocery store, a 12-pump gas station with a 3,500-square-foot convenience store and car wash, and seven additional buildings ranging in size from approximately 3,750 square feet to 9,750 square feet. The project

includes a Tentative Subdivision Map to subdivide the 13.35-acre parcel into eight (8) lots and a Tree Permit to remove 28 native oak trees on the westerly portion of the site.

CC #: 0905

File #: 0400-04-09-1 & 0400-08 & 0400-06-02 & 0400-07

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

11. COUNCIL REPORTS / PUBLIC COMMENTS

12. ADJOURNMENT



COUNCIL COMMUNICATION

CC #: 0894

File #: 0900-04-01

Title: 2020 Residential Resurfacing Project - Approval of Plans and Specifications and Authorization to Call for Bids

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

Meeting Date: 8/5/2020

Item #: 7.1.

RECOMMENDATION TO COUNCIL

Staff recommends the City Council approve the plans and specifications for the 2020 Residential Resurfacing Project and authorize staff to call for bids.

BACKGROUND

The City has a proactive residential street maintenance program designed to seal, protect, and preserve existing pavement by completing affordable asphalt resurfacing at 7 to 10 year intervals. This keeps the City residential streets in good condition and avoids pavement failure that would require more costly rehabilitation or reconstruction. The scope of this project consists of resurfacing various streets in the South Cirby neighborhood, Automall Drive, Scarborough Drive, and Yosemite Street. In addition, the project incorporates minor traffic striping modifications along Scarborough Drive, Yosemite Street, Sierra Boulevard, and Vernon Street. The project streets are shown on Exhibit A. Staff determines which Roseville streets are to be resurfaced using a pavement management system software that optimizes the timing of resurfacing projects based upon road condition and available funding.

Construction of the 2020 Residential Resurfacing Project is anticipated to begin in the fall of 2020 and be completed in the winter of 2020.

Plans and specifications for the project have been completed and are available electronically for review.

Public Outreach

Public Affairs & Communications staff will 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. Informational mailers will be sent to residents and businesses adjacent to the construction. Prior to working on each street, the contractor will

distribute door hangers at residences and display temporary “No Parking” signs with the scheduled resurfacing date for that street.

FISCAL IMPACT

The Engineer's Estimate for this project is approximately \$500,000. This project will be funded by Gas Tax funds, Highway Users Tax (HUT), SB-1 Road Maintenance and Rehabilitation Account (RMRA), and the Citywide Park Fund. The Citywide Park funds will be used to add parking adjacent to Harry Crabb Park. A budget adjustment from these funds will be recommended to Council for approval once the actual costs are known at the time of Council award of the construction contract. No General Fund resources will be used.

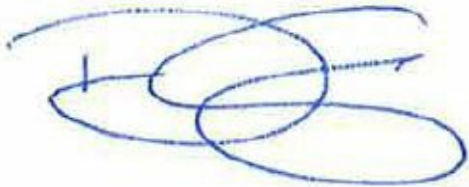
ENVIRONMENTAL REVIEW

The proposed project involves the repair, maintenance, and minor alteration of an 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.

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

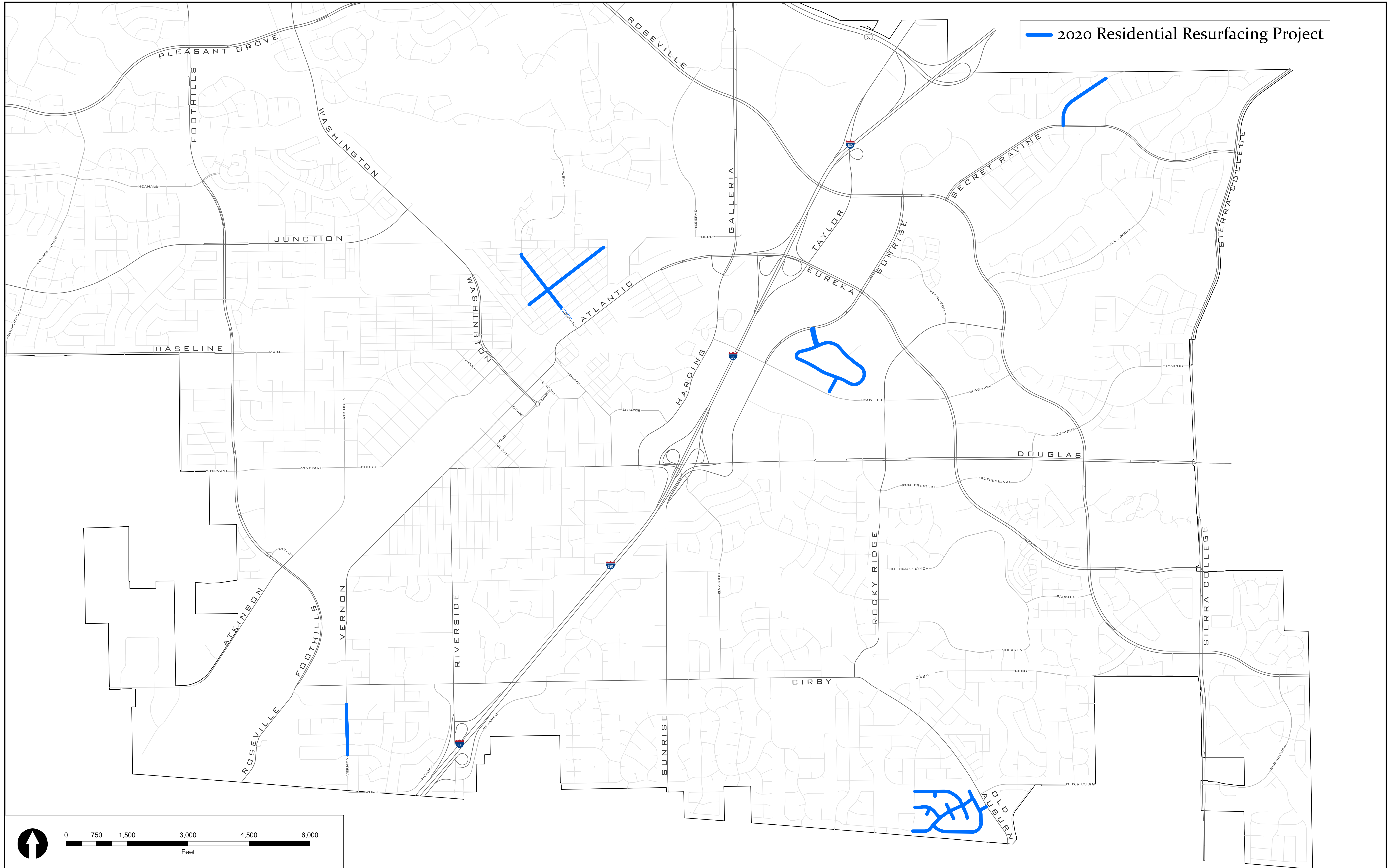
ATTACHMENTS:

Description

Exhibit A - 2020 Residential Resurfacing Project - Locations

2020 Residential Resurfacing Plans

2020 Residential Resurfacing Project Manual

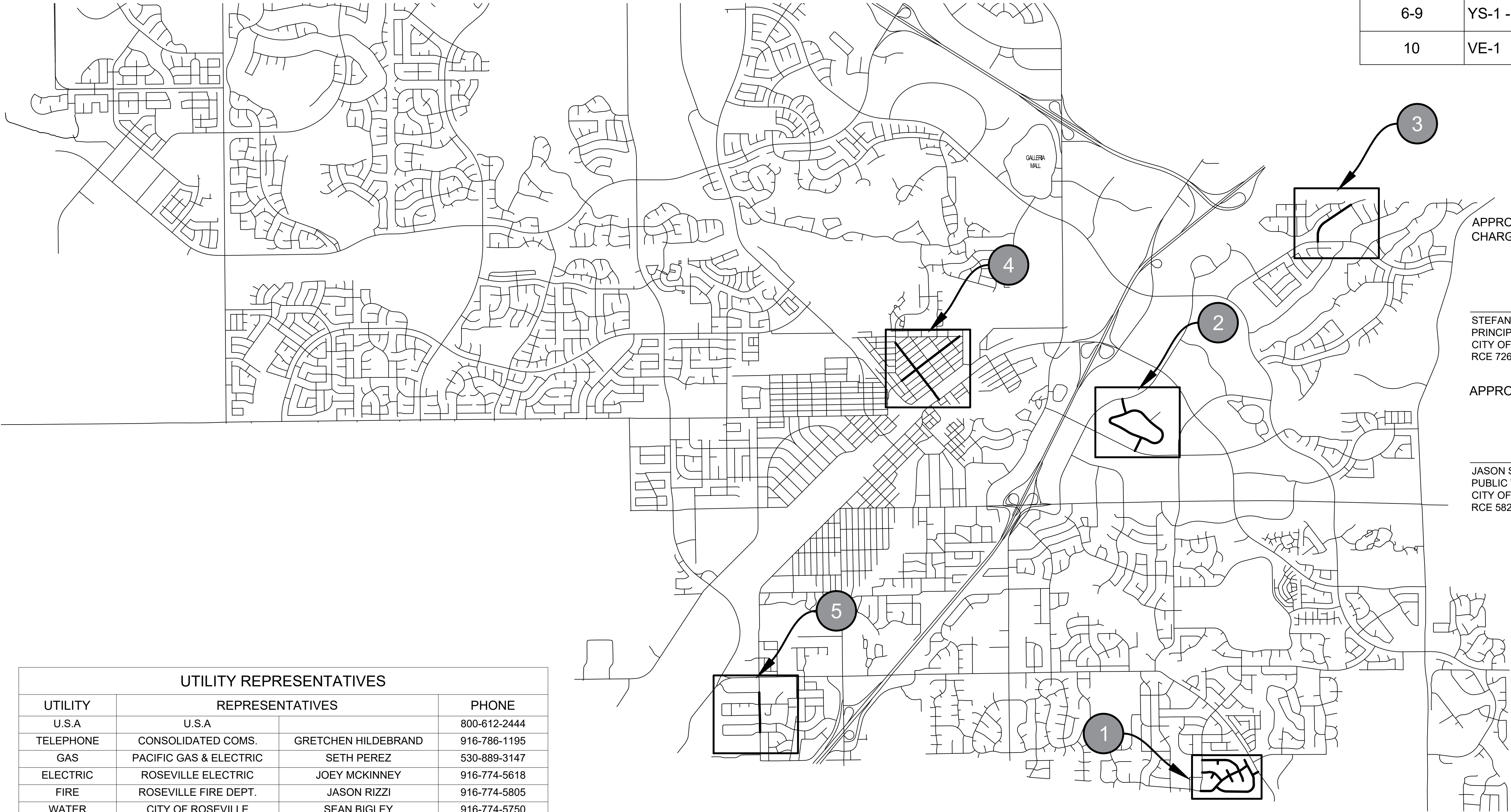


2020 RESIDENTIAL RESURFACING

SHEET INDEX

SHEET NO.	SHEET NAME	LOCATION	STREET TITLE
1-2	TS-1 - TS-2		TITLE SHEET
3	SC-1	1	SOUTH CIRBY
4	AM-1	2	AUTOMALL
5	SB-1	3	SCARBOROUGH DR
6-9	YS-1 - YS-4	4	YOSEMITE ST & SIERRA BLVD
10	VE-1	5	VERNON ST

VICINITY MAP



APPROVAL RECOMMENDED BY/ ENGINEER IN RESPONSIBLE CHARGE:

STEFANIE KEMEN
PRINCIPAL ENGINEER/DIVISION MANAGER
CITY OF ROSEVILLE
RCE 72653

APPROVED BY:

JASON SHYKOWSKI
PUBLIC WORKS DIRECTOR
CITY OF ROSEVILLE
RCE 58234

UTILITY REPRESENTATIVES

UTILITY	REPRESENTATIVES		PHONE
U.S.A	U.S.A		800-612-2444
TELEPHONE	CONSOLIDATED COMS.	GRETCHEN HILDEBRAND	916-786-1195
GAS	PACIFIC GAS & ELECTRIC	SETH PEREZ	530-889-3147
ELECTRIC	ROSEVILLE ELECTRIC	JOEY MCKINNEY	916-774-5618
FIRE	ROSEVILLE FIRE DEPT.	JASON RIZZI	916-774-5805
WATER	CITY OF ROSEVILLE	SEAN BIGLEY	916-774-5750
SEWER	CITY OF ROSEVILLE	KEN GLOTZBACH	916-774-5750
DRAINAGE	CITY OF ROSEVILLE	JERRY DANKBAR	916-774-5790
CABLE T.V.	COMCAST	STEVE ABELIA	916-830-6757
PARKS	CITY OF ROSEVILLE	JOEL DE JONG	916-223-7757

TS-1

NO.	REVISION	BY	DATE

BENCH MARK

ELEVATION _____	DATUM _____
DESCRIPTION _____	

DESIGN BY: JESSE K.
DRAWN BY: ROMAN Y.
CHECKED BY: NOAH S.
SCALE: N.T.S.
DATE: 04/03/19
PROJECT NO: ----

PRINCIPAL ENGINEER/DIVISION MANAGER

8/15/2020
PLANS APPROVAL DATE



CITY OF ROSEVILLE
DEPARTMENT OF PUBLIC WORKS
311 VERNON STREET
ROSEVILLE, CA 95678
(916) 746-1300



2020 RESIDENTIAL RESURFACING

Title Sheet

CITY OF ROSEVILLE

CALIFORNIA

1

10

CITY OF ROSEVILLE
PUBLIC IMPROVEMENTS REQUIREMENTS

GENERAL NOTES:

ALL CONSTRUCTION SHALL CONFORM TO THESE PLANS, THE MOST CURRENT ADDITION OF THE CITY OF ROSEVILLE STANDARD CONSTRUCTION SPECIFICATIONS, MOST CURRENT ADDITION OF THE THE MOST OF THE CITY OF ROSEVILLE DESIGN AND CONSTRUCTION STANDARDS, AND THE 2015 STATE OF CALIFORNIA STANDARD PLANS, SPECIFICATIONS AND SPECIAL PROVISIONS, AND AMENDMENTS TO THE 2015 STATE OF CALIFORNIA STANDARD PLANS, SPECIFICATIONS AND SPECIAL PROVISIONS. THE CONTRACTOR SHALL HAVE SIGNED PLANS IN POSSESSION PRIOR TO BEGINNING WORK.

THE CITY OF ROSEVILLE IS A MEMBER OF THE UNDERGROUND SERVICE ALERT (U.S.A.) ONE-CALL PROGRAM. THE CONTRACTOR OR ANY SUBCONTRACTOR FOR THIS CONTRACT SHALL NOTIFY MEMBERS OF U.S.A. 48 HOURS IN ADVANCE OF PERFORMING EXCAVATION WORK BY CALLING TOLL-FREE NUMBER: (800) 642-2444. EXCAVATION IS DEFINED AS BEING 18 OR MORE INCHES IN DEPTH BELOW THE EXISTING SURFACE.

THE CONTRACTOR SHALL MARK ALL AREAS TO BE EXCAVATED PRIOR TO CONTACTING U.S.A. ANY AREAS NOT MARKED WILL NOT BE SUBJECT TO U.S.A. AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE RESULTING FROM EXCAVATION.

THE TYPES, LOCATIONS AND/OR DEPTHS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THESE IMPROVEMENT PLANS WERE OBTAINED FROM SOURCES OF VARYING RELIABILITY. THE CONTRACTOR IS CAUTIONED THAT ONLY ACTUAL EXCAVATION WILL REVEAL THE TYPES, EXTENT, SIZES, LOCATIONS, AND DEPTHS OF SUCH UNDERGROUND UTILITIES. A REASONABLE EFFORT HAS BEEN MADE TO LOCATE AND DELINEATE ALL KNOWN UTILITIES. HOWEVER, THE ENGINEER CAN ASSUME NO RESPONSIBILITY FOR THE COMPLETENESS OR ACCURACY OF THE DELINEATION OF SUCH UNDERGROUND UTILITIES WHICH MAY BE ENCOUNTERED BUT WHICH ARE NOT SHOWN ON THESE DRAWINGS.

THE CONTRACTOR SHALL EXPOSE AND VERIFY LOCATIONS AND ELEVATIONS OF EXISTING UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION OF THE NEW IMPROVEMENTS, CONNECTING TO EXISTING IMPROVEMENTS AND UTILITIES.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING MONUMENTS, OTHER SURVEY MARKERS, STREET SIGNS AND OTHER IMPORTANT OBJECTS ON THE JOB SITE.

A.C. SURFACE SHALL BE CUT TO A NEAT, STRAIGHT LINE PARALLEL WITH OR PERPENDICULAR TO THE STREET CENTERLINE AND THE EXPOSED EDGE SHALL BE TACKED WITH EMULSION PRIOR TO PAVING. THE EXPOSED BASE MATERIAL SHALL BE GRADED, RECOMPACTED, AND RESEALED PRIOR TO PAVING.

THE CONTRACTOR SHALL SUBMIT A TRAFFIC MANAGEMENT PLAN WHICH SHALL BE ACCEPTED BY THE CITY OF ROSEVILLE ENGINEERING DIVISION BEFORE START OF WORK IN THE RIGHT-OF-WAY AND SHALL BE IN ACCORDANCE WITH THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES. IF, AS PART OF TRAFFIC CONTROL MEASURES, A ROADWAY CLOSURE HAS BEEN APPROVED, THE CONTRACTOR SHALL NOTIFY THE ENGINEERING DIVISION INSPECTOR 72 HOURS IN ADVANCE OF SETTING UP THE CLOSURE.

ALL EXISTING CONCRETE SURFACE TO BE REMOVED SHALL BE SAW CUT TO A NEAT, STRAIGHT LINEAND SHALL BE REMOVED TO THE AJACENT JOINTS.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL PEDESTRIANS, VEHICULAR TRAFFIC, EXISTING LANDSCAPE, AND SURVEY MARKERS WITHIN THE CONSTRUCTION LIMITS.

UTILITIES LOCATIONS ARE TAKEN FROM CITY AS-BUILT DRAWINGS AND FIELD REVIEWS. LOCATIONS OF THE GROUND FEATURES (MH, VALVES, ETC.) ARE APPROXIMATE AND SHOULD BE FIELD VERIFIED BY THE CONTRACTOR.

STANDARD GENERAL NOTES:

THE CONTRACTOR AGREES THAT, IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD OWNER AND ENGINEER HARMLESS FROM ANY AND ALL LIABILITY REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXEMPTING LIABILITY ARISING FORM THE SOLE NEGLIGENCE OF ENGINEER.

EXCAVATIONS SHALL BE ADEQUATELY SHORED, BRACED AND SHEETED SO THAT THE EARTH WILL NOT SLIDE OR SETTLE AND SO THAT ALL EXISTING IMPROVEMENTS OF ANY KIND WILL BE FULLY PROTECTED FROM DAMAGE. ANY DAMAGE RESULTING FROM A LACK OF ADEQUATE SHORING, BRACING AND SHEETING, SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND HE SHALL EFFECT NECESSARY REPAIRS OR RECONSTRUCTION AT HIS OWN EXPENSE. THE CONTRACTOR SHALL PROVIDE ADEQUATE SHEETING, SHORING, AND BRACING OR EQUIVALENT METHOD, FOR THE PROTECTION OF LIFE OR LIMB, WHICH SHALL CONFORM TO THE APPLICABLE CONSTRUCTION SAFETY ORDERS OF THE DIVISION OF INDUSTRIAL SAFETY OF THE STATE OF CALIFORNIA. THE CONTRACTOR SHALL ALWAYS COMPLY WITH OSHA REQUIREMENTS AND SHALL PROVIDE THE CITY OF ROSEVILLE WITH A COPY OF THE OSHA PERMIT.

IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN ALL PERMITS NECESSARY TO PERFORM THE WORK SHOWN ON THESE PLANS FROM THE APPROPRIATE AGENCIES. REFER TO THE SPECIAL PROVISIONS FOR PERMITS NEEDED.

THE CONTRACTOR SHALL PROVIDE ALL LIGHTS, SIGNS, BARRICADES, FLAGGERS OR OTHER DEVICES NECESSARY TO PROVIDE FOR SAFETY.

THE CONTRACTOR SHALL POST EMERGENCY TELEPHONE NUMBERS FOR POLICE, FIRE, AMBULANCE, AND THOSE AGENCIES RESPONSIBLE FOR MAINTENANCE OF UTILITIES IN THE VICINITY OF THE JOB SITE.

STATIONING HEREON IS ALONG STREET CENTERLINE UNLESS OTHERWISE SHOWN OR INDICATED. ALL STATIONING IS APPROXIMATE.

ALL EXISTING UTILITIES AND IMPROVEMENTS THAT BECOME DAMAGED DURING CONSTRUCTION SHALL BE COMPLETELY RESTORED TO THE CITY OF ROSEVILLE CURRENT STANDARDS AND TO THE SATISFACTION OF THE ENGINEER, AT THE CONTRACTOR'S SOLE EXPENSE.

IF ARCHEOLOGICAL MATERIALS ARE UNCOVERED DURING GRADING, TRENCHING OR OTHER EXCAVATION, EARTHWORK WITHIN 100 FEET OF THESE MATERIALS SHALL BE STOPPED UNTIL A PROFESSIONAL ARCHEOLOGIST WHO IS CERTIFIED BY THE SOCIETY OF CALIFORNIA ARCHEOLOGY (SCA) AND/OR THE SOCIETY OF PROFESSIONAL ARCHEOLOGY (SOPA) HAS HAD AN OPPORTUNITY TO EVALUATE THE SIGNIFICANCE OF THE FIND AND SUGGEST APPROPRIATE MITIGATION MEASURES, IF THEY ARE DEEMED NECESSARY. IN ACCORDANCE WITH SECTION 21-2E OF THE CITY OF ROSEVILLE CONSTRUCTION STANDARDS, THE ROSEVILLE COMMUNITY DEVELOPMENT DEPARTMENT SHALL BE CONTACTED IMMEDIATELY.

THE CONTRACTOR SHALL MEET AND FOLLOW THE ENVIRONMENTAL PROTECTION AGENCY'S (EPA) NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) REQUIREMENTS IN EFFECT AT THE TIME OF CONSTRUCTION.

SHOULD IT APPEAR THAT THE WORK TO BE DONE OR ANY MATTER RELATIVE THERETO IS NOT SUFFICIENTLY DETAILED OR EXPLAINED ON THESE PLANS, THE CONTRACTOR SHALL REQUEST IN WRITING FROM THE ENGINEER SUCH FURTHER EXPLANATIONS AS MAY BE NECESSARY.

STRIPING NOTES:

UNLESS OTHERWISE NOTED ON THE PLANS, THE CONTRACTOR SHALL REPLACE ALL PAVEMENT DELINEATION ON THE SAME ALIGNMENT. BEFORE OBLITERATING ANY PAVEMENT DELINEATION, THE LOCATION OF THE PAVEMENT DELINIATION SHALL BE REFERENCED BY THE CONTRACTOR WITH A SUFFICIENT NUMBER OF CONTROL POINTS TO REESTABLISH THE ALIGNMENT. THE REFERENCES SHALL ALSO INCLUDE THE LIMITS OR CHANGES IN STRIPING PATTERN, INCLUDING ONE- AND TWO-WAY BARRIER LINES, LIMIT LINES, CROSSWALKS AND OTHER PAVEMENT MARKINGS.

CONTRACTOR SHALL REMOVE ALL EXISTING NON-CONFORMING STRIPING (BY GRINDING) AND PAVEMENT MARKERS AND ALL EXISTING STRIPING THAT CONFLICTS WITH THE PROPOSED STRIPING.

ALL RAISED PAVEMENT MARKERS SHALL BE FURNISHED AND INSTALLED AT THE CONTRACTOR'S EXPENSE AND SHALL BE AS SPECIFIED BY THE CITY OF ROSEVILLE CONSTRUCTION STANDARDS AND THE TRAFFIC MANUAL OF THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF CALIFORNIA.

ALL TRAFFIC STRIPES, ARROWS AND PAVEMENT MARKINGS, EXCEPT FOR TRAFFIC STRIPES, ARROWS AND PAVEMENT MARKINGS ON MCANALLY DRIVE, SHALL BE CONSTRUCTED WITH THERMOPLASTIC MATERIAL TO THE SPECIFICATIONS SET FORTH IN SECTION 84 OF THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) STANDARD SPECIFICATIONS. THERMOPLASTIC MATERIAL SHALL BE APPLIED ONLY WHEN THE PAVEMENT SURFACE TEMPERATURE IS ABOVE 60 DEGREES FAHRENHEIT. ALL TRAFFIC STRIPES, ARROWS AND PAVEMENT MARKINGS ON MCANALLY DRIVE SHALL BE CONSTRUCTED WITH PAINT MATERIAL TO THE SPECIFICATIONS SET FORTH IN SECTION 84 OF THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) STANDARD SPECIFICATIONS.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING ALL CONSTRUCTION SIGNING AS REQUIRED BY THE CALTRANS TRAFFIC MANUAL TO DELINEATE CONSTRUCTION HAZARDS AT HIS EXPENSE.

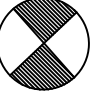
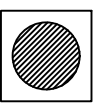
LANE LINES MUST ALIGN THROUGH INTERSECTIONS.

ALL ANGLED STOP BARS ARE TO BE REPLACED WITH STRAIGHT STOP BARS.

ALL STOP BARS ARE TO BE LOCATED BEHIND EXISTING CURB RAMPS.

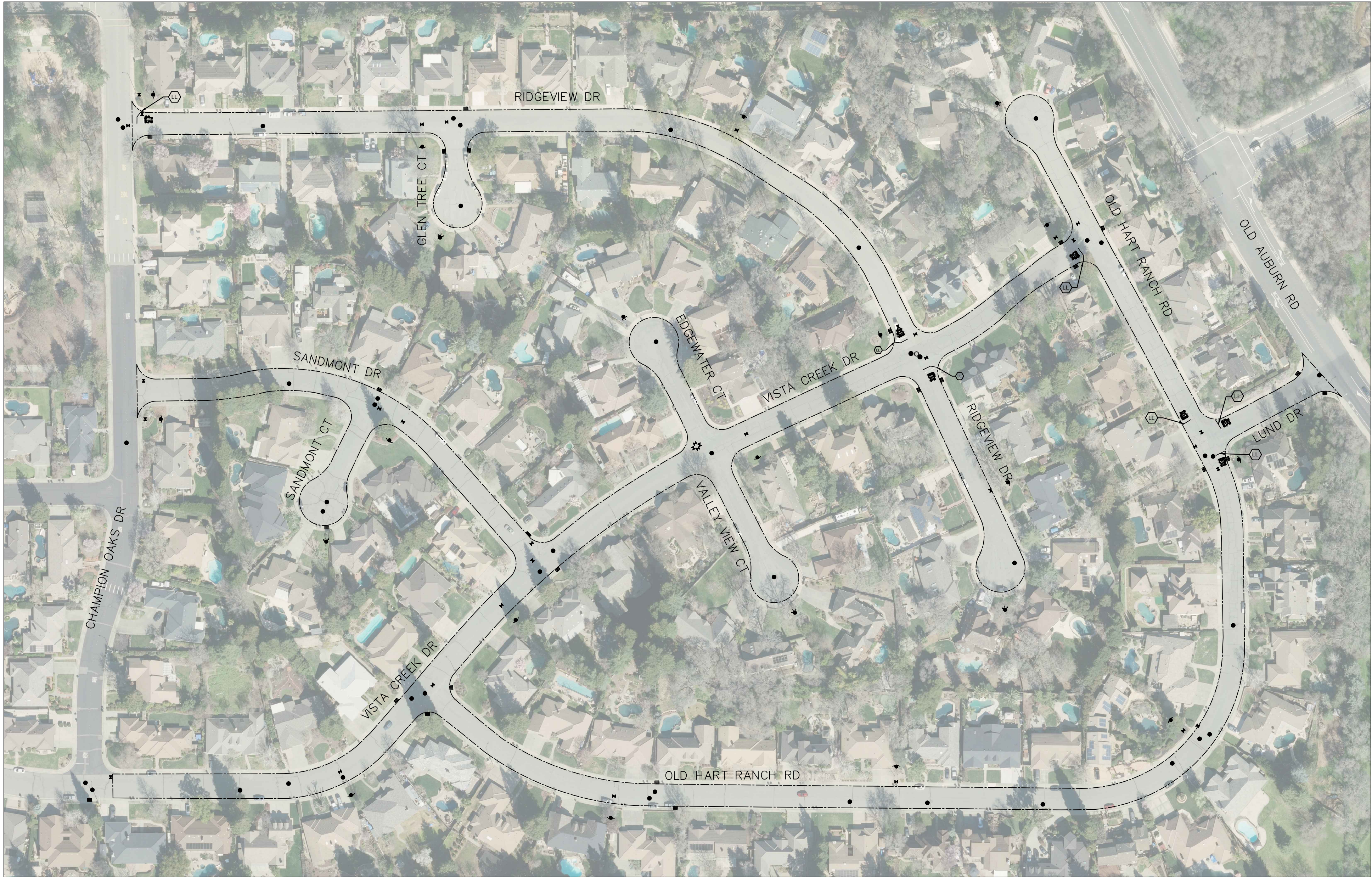
NEW STOP BARS AND STOP LEGENDS TO BE INSTALLED AT EDGEWATER COURT AND VALLEY VIEW COURT (SC-1). CONTRACTOR TO PROVIDE TWO WEEK NOTICE OF INSTALLATION TO CITY OF ROSEVILLE TRAFFIC ENGINEERING TO COORDINATE INSTALLATION OF STOP SIGNS BY CITY FORCES.

LONGITUDINAL STRIPES ON LADDER CROSSWALKS AT AUTOMALL SHALL BE CONSTRUCTED USING PAVEMENT MARKING TAPE MATERIAL CONFORMING TO THE CITY OF ROSEVILLE CONSTRUCTION STANDARDS AND SECTION 84 OF THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) STANDARD SPECIFICATIONS.

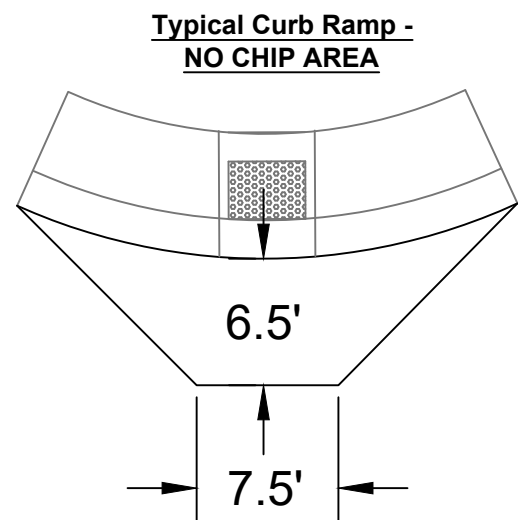
LEGEND:		STRIPING LEGEND:	
AIR RELEASE VALVE		TYPE I (10') ARROW	
FIRE HYDRANT		TYPE I (24') ARROW	
DRAIN MANHOLE		TYPE II (R) ARROW	
SEWER FLUSHING BRANCH		TYPE II (L) ARROW	
BLOW-OFF VALVE		TYPE III (R) ARROW	
SEWER MANHOLE		TYPE III (L) ARROW	
WATER VALVE		TYPE VI ARROW	
WATER VALVE MANHOLE		TYPE IV (L/R) ARROW	
TELEPHONE MANHOLE		PAVEMENT MARKING FOR SPEED HUMPS WITHOUT CROSSWALKS (OPTION C)	
MONUMENT		STOP	
CATHODIC PROTECTION		YIELD	
DETECTOR HANHOLD		SIGNAL	
PG&E MANHOLE		AHEAD	
ELECTRIC MANHOLE		ONLY	
DRAINAGE INLET		SLOW	
SEWER JUNCTION BOX		SCHOOL	
MATCHLINE		XING	
CHIP SEAL		PED	
MICROSURFACE		BUMP	
CAPE SEAL		25 LEGEND	
		STOP BAR LIMIT LINE	
		YEILD BAR YIELD LINE	
		CROSSWALK LINE	

				BENCH MARK		DESIGN BY: JESSE K.			CITY OF ROSEVILLE DEPARTMENT OF PUBLIC WORKS 311 VERNON STREET ROSEVILLE, CA 95678 (916) 746-1300		2020 RESIDENTIAL RESURFACING		2			
				ELEVATION _____ DATUM _____		DRAWN BY: ROMAN Y.					GENERAL NOTES AND LEGEND		10			
				DESCRIPTION _____		CHECKED BY: NOAH S.										
						SCALE: N/A										
						DATE: 06/17/2020										
						PROJECT NO: ----										
								PRINCIPAL ENGINEER/DIVISION MANAGER								
								8/15/2020								
								PLANS APPROVAL DATE					10			
NO.	REVISION			BY	DATE	CITY OF ROSEVILLE CALIFORNIA										

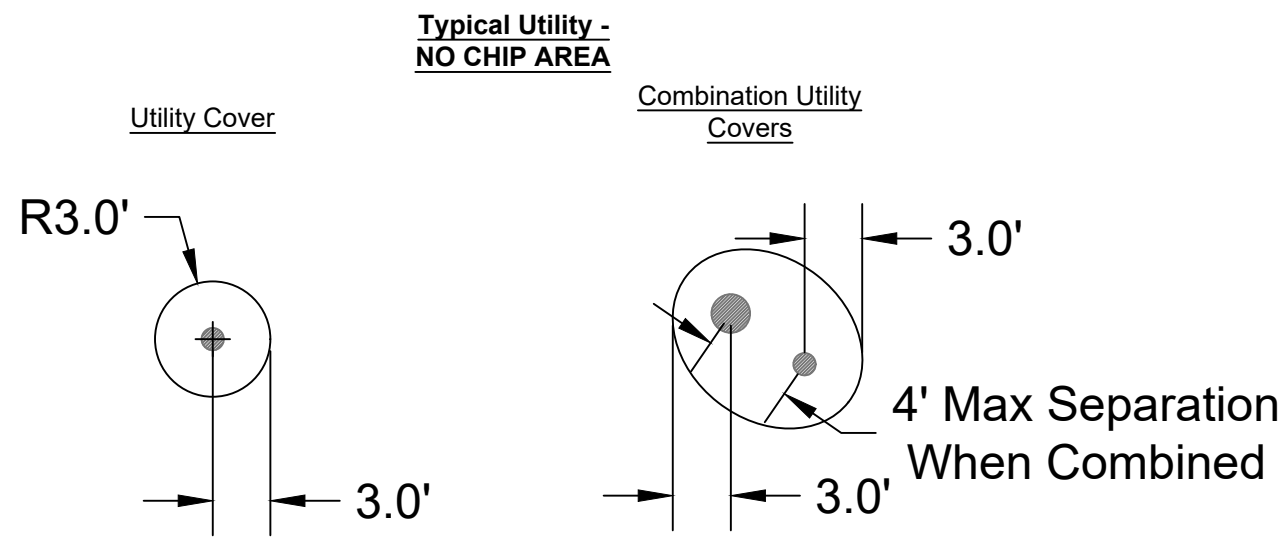
B:\PW-CIP\1 CURRENT PROJECTS\2020 RESIDENTIAL RESURFACING\07 CADD\0 TITLE SHEET\TITLE SHEET.DWG



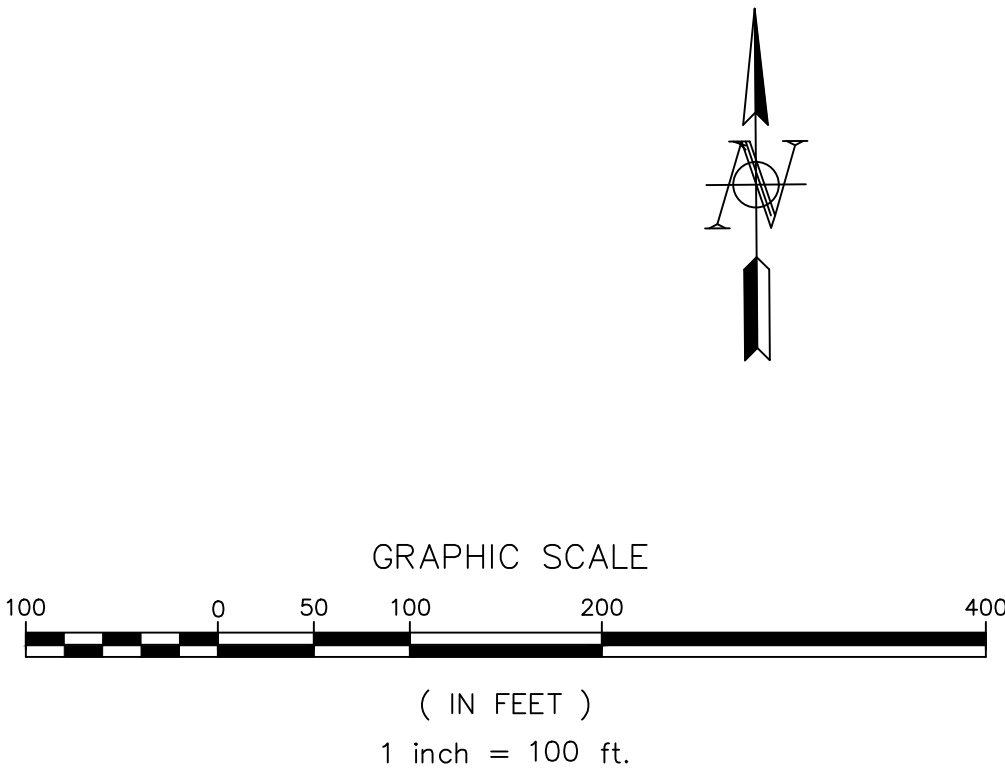
NOTE:
RESURFACING SHOWN ON THIS SHEET IS CAPE SEAL, PER SECTION 37



N.T.S



N.T.S



NO.	REVISION	BY	DATE

BENCH MARK

ELEVATION _____ DATUM _____
DESCRIPTION _____

DESIGN BY: JESSE K.

DRAWN BY: ROMAN Y.

CHECKED BY: NOAH S.

SCALE: 1:100

DATE: 06/17/2020

PROJECT NO: ----

PRINCIPAL ENGINEER/DIVISION MANAGER

8/15/2020

PLANS APPROVAL DATE



CITY OF ROSEVILLE
DEPARTMENT OF PUBLIC WORKS
311 VERNON STREET
ROSEVILLE, CA 95678
(916) 746-1300



2020 RESIDENTIAL RESURFACING

SOUTH CIRBY

CITY OF ROSEVILLE

CALIFORNIA

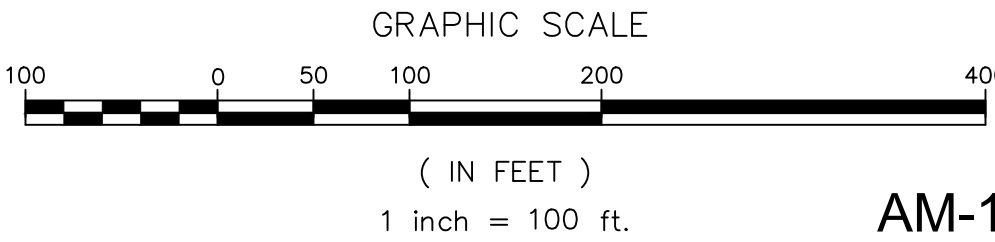
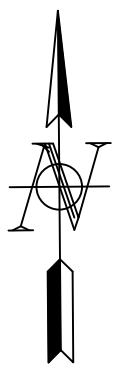
SC-1

3

10



NOTE:
RESURFACING SHOWN ON THIS SHEET IS MICROS-SURFACING,
PER SECTION 37



NO.	REVISION	BY	DATE

BENCH MARK	
ELEVATION _____	DATUM _____
DESCRIPTION _____	

DESIGN BY: JESSE K.
DRAWN BY: ROMAN Y.
CHECKED BY: NOAH S.
SCALE: 1:100
DATE: 06/17/2020
PROJECT NO: ----

PRINCIPAL ENGINEER/DIVISION MANAGER

8/15/2020
PLANS APPROVAL DATE



CITY OF ROSEVILLE
DEPARTMENT OF PUBLIC WORKS
311 VERNON STREET
ROSEVILLE, CA 95678
(916) 746-1300



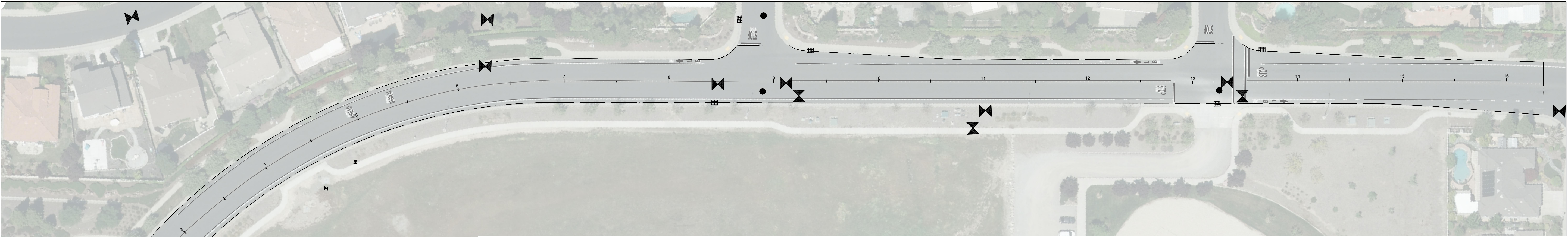
CITY OF ROSEVILLE

2020 RESIDENTIAL RESURFACING

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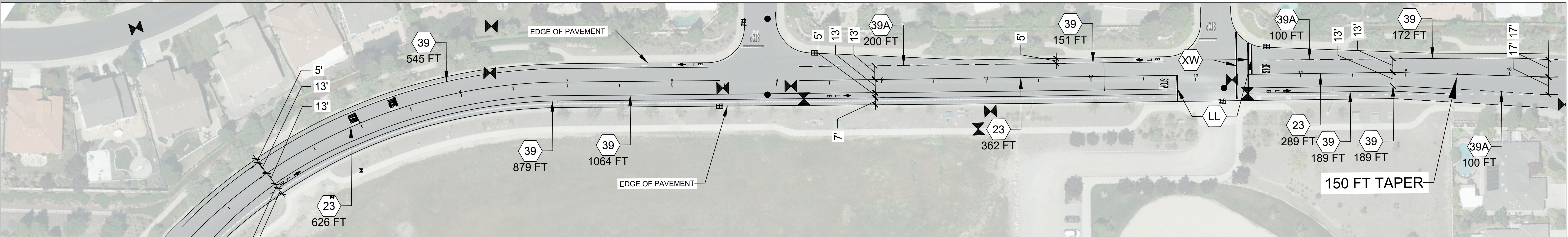
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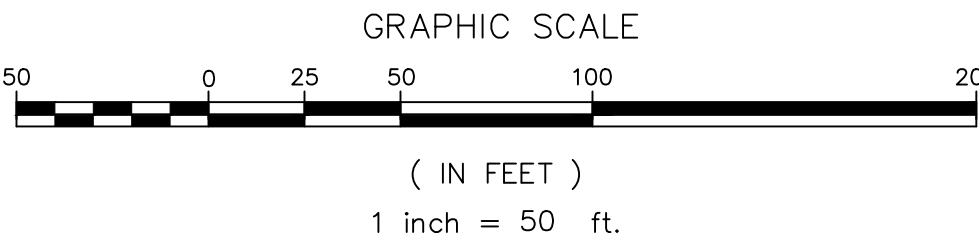


RESURFACING LIMITS

NOTE:
RESURFACING SHOWN ON THIS SHEET IS MICRO-SURFACING,
PER SECTION 37



NEW STRIPING



NO.	REVISION	BY	DATE

BENCH MARK	
ELEVATION _____	DATUM _____
DESCRIPTION _____	

DESIGN BY: JESSE K.
DRAWN BY: ROMAN Y.
CHECKED BY: NOAH S.
SCALE: 1:50
DATE: 7/14/2020
PROJECT NO: ----

PRINCIPAL ENGINEER/DIVISION MANAGER
8/15/2020
PLANS APPROVAL DATE



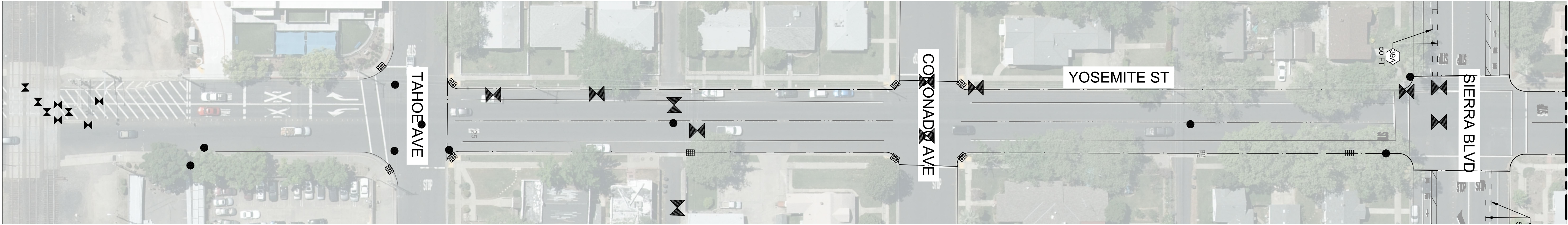
CITY OF ROSEVILLE
DEPARTMENT OF PUBLIC WORKS
311 VERNON STREET
ROSEVILLE, CA 95678
(916) 746-1300



2020 RESIDENTIAL RESURFACING
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CITY OF ROSEVILLE

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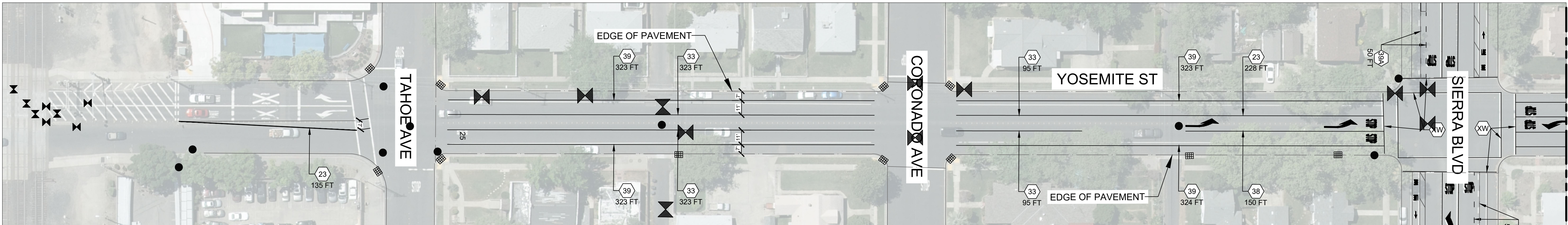


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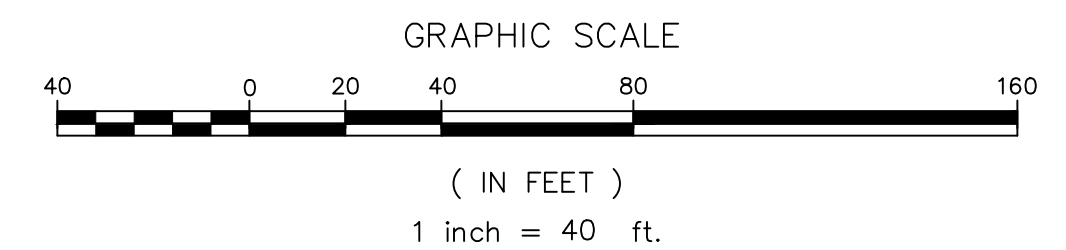
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PER SECTION 37

RESURFACING LIMITS



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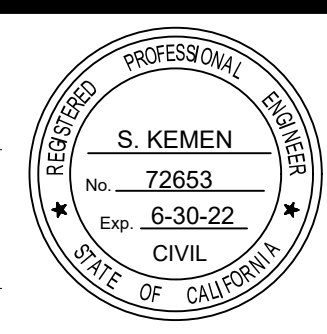


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BENCH MARK
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DATE: 7/14/2020
PROJECT NO: ----

PRINCIPAL ENGINEER/DIVISION MANAGER
8/15/2020
PLANS APPROVAL DATE



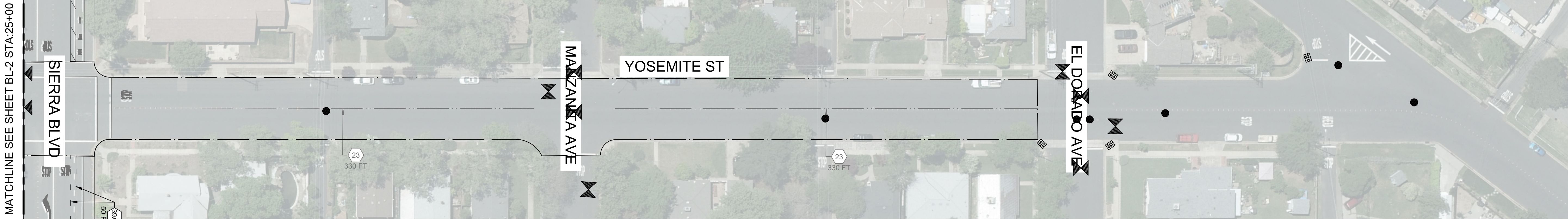
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DEPARTMENT OF PUBLIC WORKS
311 VERNON STREET
ROSEVILLE, CA 95678
(916) 746-1300



2020 RESIDENTIAL RESURFACING
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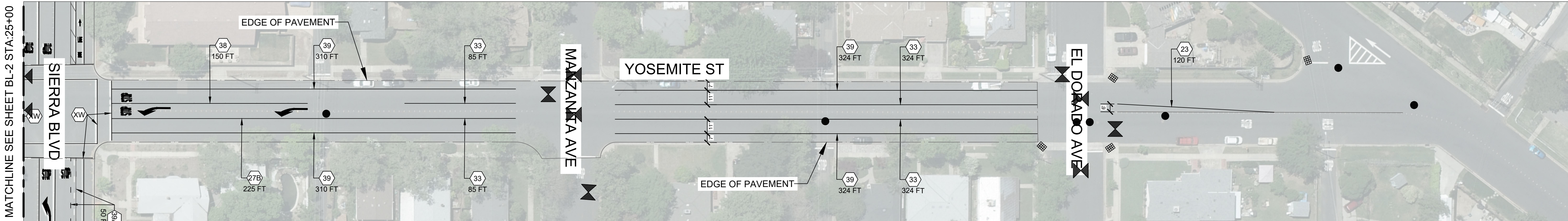
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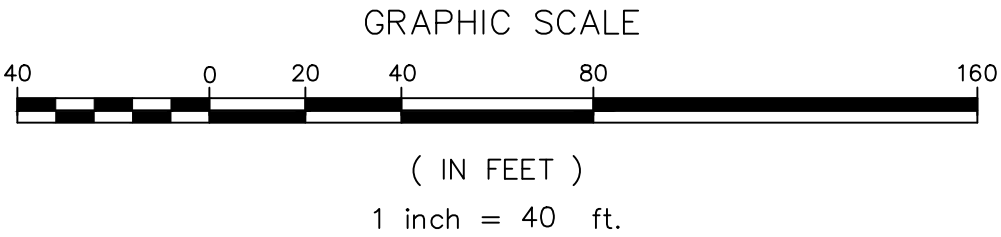
RESURFACING LIMITS

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PER SECTION 37



NEW STRIPING



NO.	REVISION	BY	DATE

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CHECKED BY: NOAH S.
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PROJECT NO: ----

PRINCIPAL ENGINEER/DIVISION MANAGER
8/15/2020
PLANS APPROVAL DATE

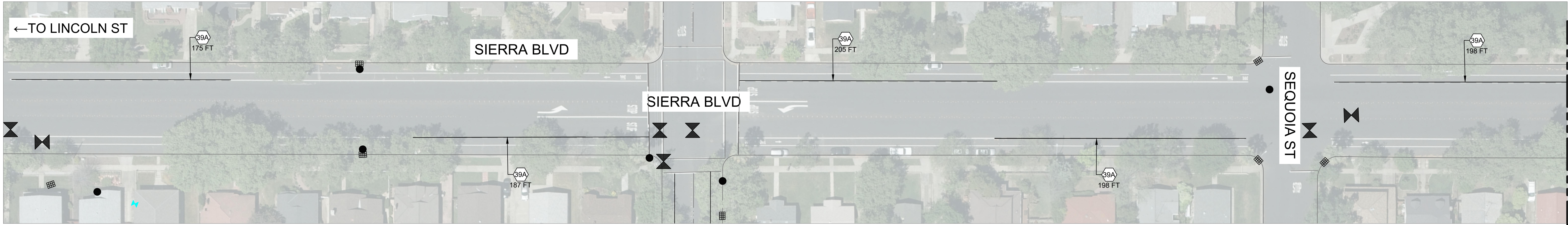


CITY OF ROSEVILLE
DEPARTMENT OF PUBLIC WORKS
311 VERNON STREET
ROSEVILLE, CA 95678
(916) 746-1300



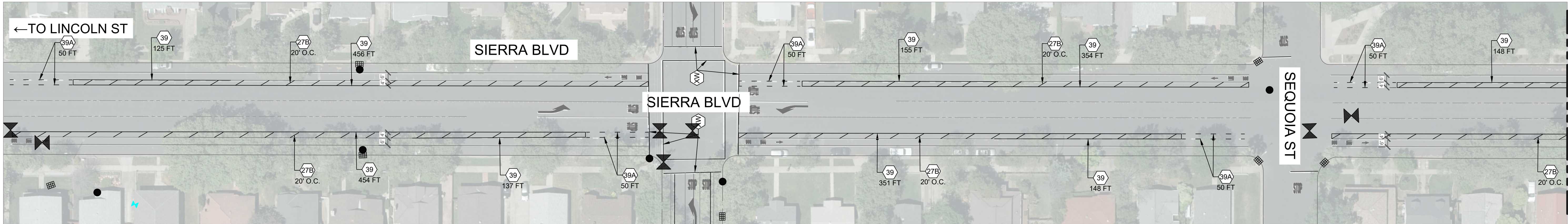
2020 RESIDENTIAL RESURFACING
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CITY OF ROSEVILLE CALIFORNIA

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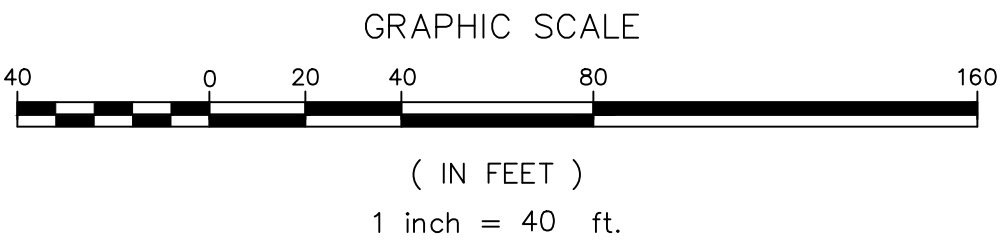
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STRIPING REMOVAL



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YS -3

NO.	REVISION	BY	DATE

BENCH MARK
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DESCRIPTION _____

DESIGN BY: JESSE K.
DRAWN BY: ROMAN Y.
CHECKED BY: NOAH S.
SCALE: 1:40
DATE: 6/16/2020
PROJECT NO: ####

PRINCIPAL ENGINEER/DIVISION MANAGER
8/15/2020
PLANS APPROVAL DATE



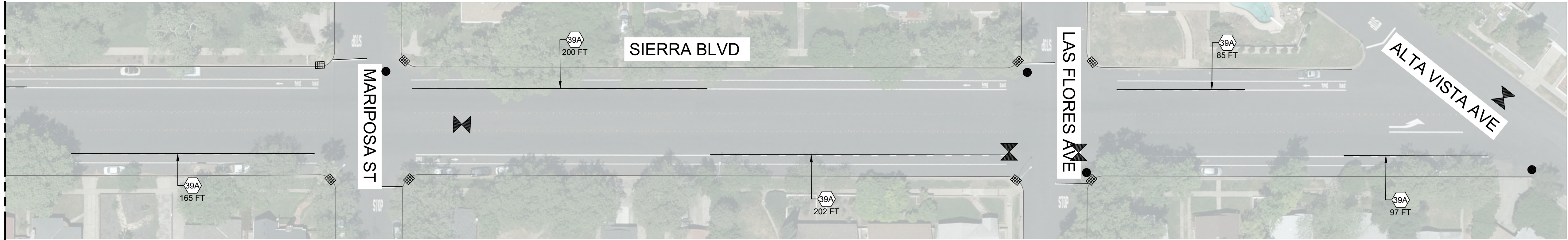
CITY OF ROSEVILLE
DEPARTMENT OF PUBLIC WORKS
311 VERNON STREET
ROSEVILLE, CA 95678
(916) 746-1300



2020 RESIDENTIAL RESURFACING
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CITY OF ROSEVILLE CALIFORNIA

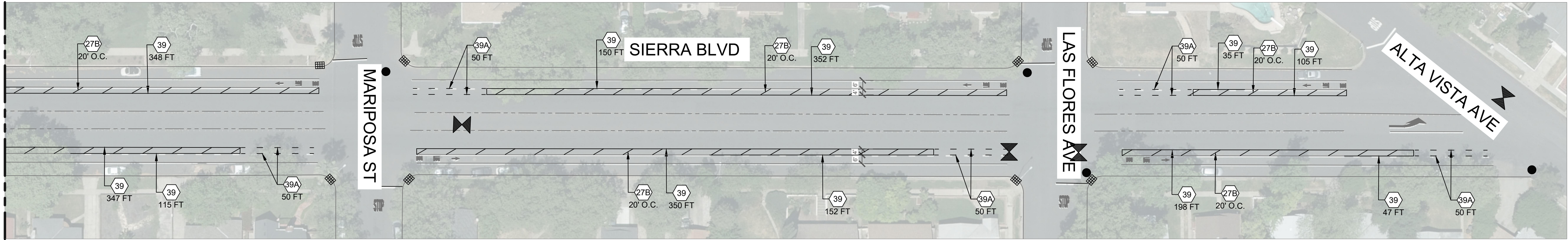
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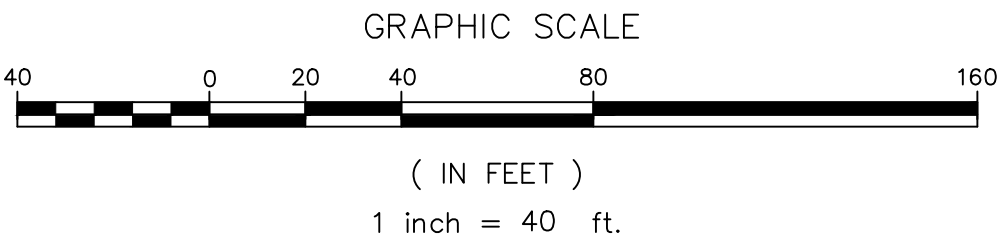


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BENCH MARK
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DESIGN BY: JESSE K.
DRAWN BY: ROMAN Y.
CHECKED BY: NOAH S.
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DATE: 7/14/2020
PROJECT NO: ----

PRINCIPAL ENGINEER/DIVISION MANAGER
8/15/2020
PLANS APPROVAL DATE

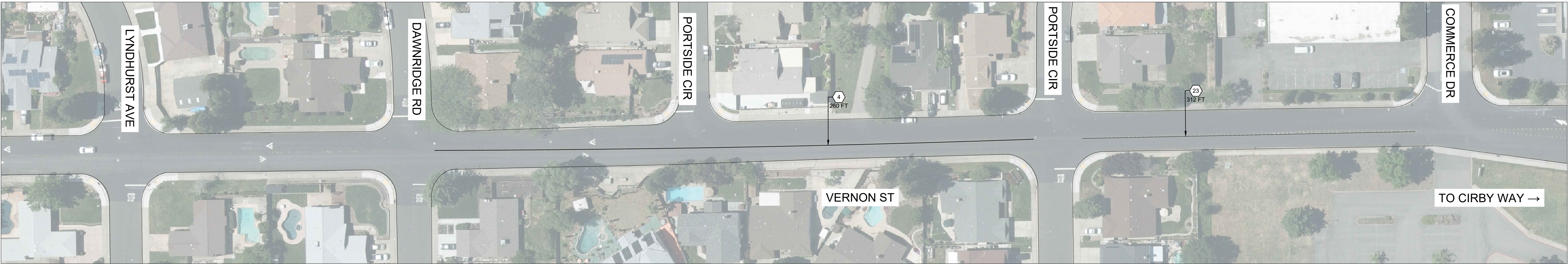


CITY OF ROSEVILLE
DEPARTMENT OF PUBLIC WORKS
311 VERNON STREET
ROSEVILLE, CA 95678
(916) 746-1300

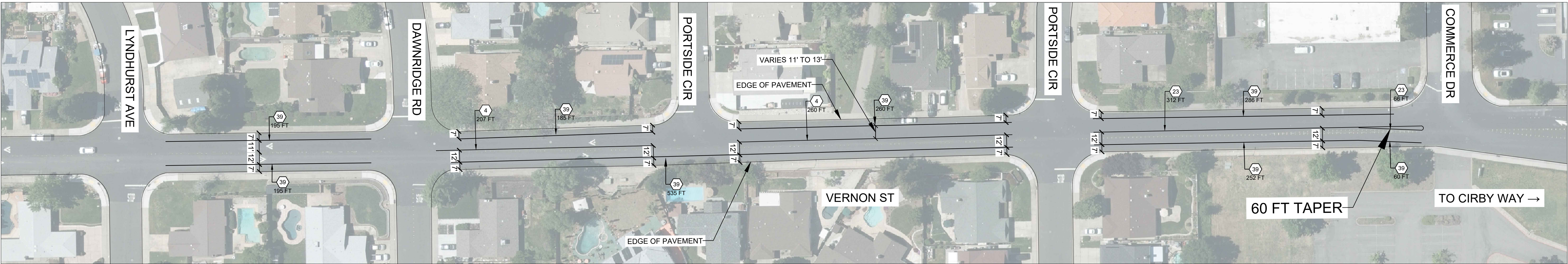


2020 RESIDENTIAL RESURFACING
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CITY OF ROSEVILLE CALIFORNIA

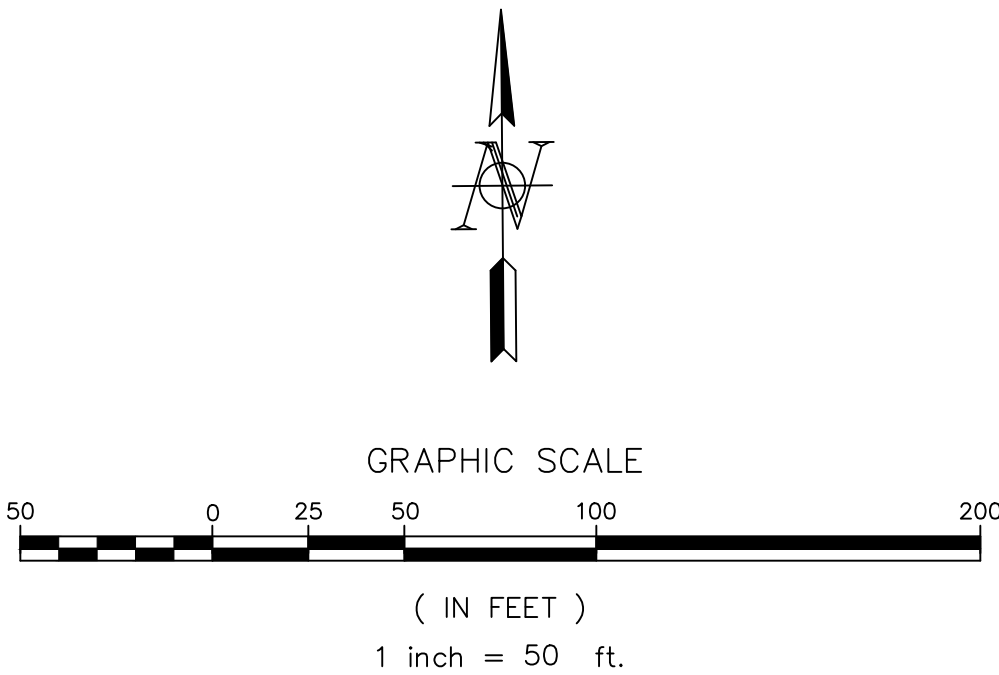
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STRIPING REMOVAL



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NO.	REVISION	BY	DATE

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DRAWN BY: ROMAN Y.

CHECKED BY: NOAH S.

SCALE: 1:50

DATE: 7/8/2020

PROJECT NO: ----

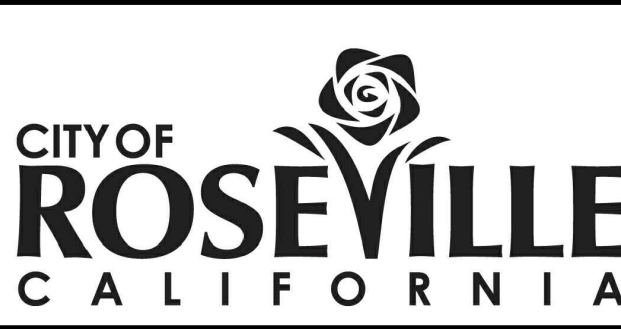
PRINCIPAL ENGINEER/DIVISION MANAGER

8/15/2020

PLANS APPROVAL DATE



CITY OF ROSEVILLE
DEPARTMENT OF PUBLIC WORKS
311 VERNON STREET
ROSEVILLE, CA 95678
(916) 746-1300



2020 RESIDENTIAL RESURFACING

VERNON ST RESTRIPIING

CITY OF ROSEVILLE CALIFORNIA

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Streets & Bridges Project Manual

Name of project:

2020 Residential Resurfacing Project

Department:

Public Works—Engineering



Notice to Contractors, Proposal, and Special Provisions for the
2020 Residential Resurfacing Project

Public Works – Engineering

Pre-Bid information can be found at:
roseville.ca.us/business/bids_rfps_rfqs_and_rfis.asp

Approval Recommended By/ Engineer In Responsible Charge:



Stefanie Kemen
Principal Engineer/Division Manager
City of Roseville
RCE 72653

Approved By:

Jason Shykowski
Public Works Director
City of Roseville
RCE 58234

Bids Due: TBD

Contract:
400139

For use in connection with the State of California Standard Specifications dated May 2015, Standard Plans dated May 2015, Labor Surcharge and Equipment Rental Rates

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Assembly Bill No. 626	AB 626
Special Provisions (if applicable)	SP
Construction Details	CD

CITY OF ROSEVILLE

DEPARTMENT OF PUBLIC WORKS

Name of Project: 2020 Residential Resurfacing Project

NOTICE TO CONTRACTORS

NOTICE IS HEREBY GIVEN THAT sealed Proposal will be received at the Office of the City Clerk, 311 Vernon Street, Roseville, California, until August 25, 2020 at 3:00 p.m. Late proposals will be rejected. No exceptions.

The Proposals will be publicly opened and read by the City Clerk or designee of the City of Roseville at 3:05 p.m. on August 25, 2020 at the Office of the City Clerk located at 311 Vernon Street, Roseville California for the following project: 2020 Residential Resurfacing Project.

A pre-bid meeting will be held at n/a.

A Project Manual, including all Contract Documents and the Proposal forms for bidding this project, may be obtained on-line from the City of Roseville's website at https://www.roseville.ca.us/business/procurement_services/bids_rfps. All communications relative to this project shall be conducted through Public Purchase.

Bids shall be submitted on the City's Proposal Forms included in the Project Manual, plainly endorsed with the Bidder's name together with signed acknowledgement of any and all addenda. Proposal Forms shall be securely sealed in a suitable envelope marked with the name and address of the Bidder, and marked in capital letters on the front and back of the envelope as follows:

2020 Residential Resurfacing Project

(Name of Bidder)

(Address of Bidder)

Whether mailed or personally delivered, all bids shall be addressed to the City of Roseville, Office of the City Clerk, 311 Vernon Street, Roseville, California, 95678.

Each bid must be accompanied by a Bid Guaranty in the form of a Certificate of Deposit, Certified or Cashier's Check, Bidder's Bond or Irrevocable Standby Letter of Credit in an amount equal to at least ten percent (10%) of the Bidder's Grand Total Price. The Bid Guaranty will be retained by the City and applied to any and all damages sustained by the City in the event that the successful Bidder fails or refuses to enter into the Contract awarded to it and to furnish all required bonds and Certificates of Insurance. The City intends to award the Contract to the lowest responsible Bidder based on the Grand Total Bid Price for all components of the Project. To the extent allowed by law, the City reserves the right to reject any and all bids and/or to waive any irregularities or informalities in any bid or in the bidding procedure. The City specifically reserves the right to not award the Contract after the opening of bids.

Any bid may be withdrawn at any time prior to the time fixed in the public notice for the deadline submission of bids only by written request for the withdrawal of the bid filed with the City Clerk. The request shall be executed by the Bidder or his or her duly authorized representative. The withdrawal of a bid does not prejudice the right of the Bidder to file a new bid by the submission deadline. Whether or not bids are opened exactly at the time fixed in the public notice for opening bids, a bid will not be received after the deadline submission of bids

nor may any bid be withdrawn after the time fixed in the public notice for deadline for submission of bids. Immediately following the deadline for submission of bids all bids shall become the property of the City of Roseville and the City is under no obligation to return bids.

Bids will be examined and reported to the City Council within sixty (60) business days after the bid opening. Except as permitted by applicable law, no Bidder may withdraw its bid for a period of sixty (60) business days after the date of bid opening. Each Bidder will be notified of any award of the Contract by the City.

The City will affirmatively ensure non-discrimination on the basis of one or more of the following: race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, age, sexual orientation, or military and veteran status in the award and administration of contracts that it awards.

Pursuant to Public Contract Code Section 22300, the successful Bidder may submit certain securities in lieu of the City withholding retention of payments during the Project.

The City has determined that the Contractor shall possess a valid Class A, General Engineering Contractor's license at the time that the bid is submitted, as well as any other license classification as may be required by the laws of the California for the performance of the work specified in the Contract Documents. Said license shall be maintained during the Contract period. Failure to possess the specified license shall render the bid nonresponsive and will act as a bar to the award of the Contract to any Bidder not possessing such a license at the time of bid submittal. The Contractor shall provide certification of the license, its number and the expiration date on the proposal form.

The work is to be done in Placer County. Pursuant to California Labor Code Section 1773, the City has ascertained the General Prevailing Rate of Wages in the County in which the

work is to be done to be as determined by the Director of Industrial Relations of the State of California. The Contractor is hereby made aware that information regarding 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>. The Contractor is required to post a copy of the applicable wage rates at the job site. Attention is directed to Section 7 “Legal Relations and Responsibility” of the Standard Construction Specifications.

Pursuant to Labor Code Section 1771.1(b), notice is hereby given that a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720, et seq., unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5 or exempt from registration requirements pursuant to Labor Code Section 1725.5(f). It is not a violation of Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform work pursuant to Labor Code Section 1725.5 at the time the contract is awarded or is exempt from registration requirements pursuant to Labor Code Section 1725.5(f). The Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

All questions prior to the deadline for bid submissions shall be directed to the attention of Jesse Khatkar, Assistant Engineer, via Public Purchase. The deadline for submissions of questions and clarifications regarding the Contract Documents is 7 calendar days before the deadline for bid submissions. Only Addenda issued by the City are binding.

City Clerk, City of Roseville

Dated: _____

Published: _____

INSTRUCTIONS TO BIDDERS

SECTION 1. GENERAL

1-1.01 **GENERAL.** These Instructions to Bidders form a part of the Contract Documents. Capitalized terms are defined in Standard Construction Specifications Section 1.

1-1.02 **EXAMINATION OF PLANS, CONTRACT DOCUMENTS AND SITE OF THE WORK.** The Bidder shall examine carefully the site of the Work and all the Contract Documents, including these Instructions to Bidders, and shall inform itself of the conditions relating to the execution of the Work. Failure to do so will not relieve the successful Bidder of its obligation to enter into an Agreement and complete the Work in strict accordance with the Contract Documents. Conditions relating to the execution of the Work include the requirements of federal, state, and local laws, statutes and ordinances relative to the execution of Work, including, but not limited to, applicable regulations concerning prevailing wage rates, non-discrimination in the employment of labor, protection of the public, employee health and safety, and environmental protection.

The submission of a bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of Work to be performed, the quantities of materials to be furnished, and as to the requirements of all the Contract Documents.

1-1.03 **EXISTING INFORMATION.** Where the Department has made investigations of site conditions, including subsurface conditions in areas where Work is to be performed under the Contract, such investigations are made only for the purpose of study and design. City does not represent that such conditions as found in these investigations or inferences or conclusions drawn as a result of these investigations will represent actual site

conditions and hereby disclaims any liability as a result of Contractor's or Bidder's reliance on such investigations. City will presume that all Bidders have conducted their own site investigations, including investigations of subsurface conditions. Where such investigations have been made, Bidders or Contractors may, upon written request, inspect the records of the Department as to such investigations subject to the conditions set forth in these Instructions to Bidders. Such inspection of records may be made only at the location noted above. The records of such investigations are not a part of the Contract Documents and are shown solely for the convenience of the Bidder or Contractor. The City assumes no responsibility whatsoever with respect to the sufficiency or accuracy of the investigations made, the records thereof, or of the interpretations set forth therein or made by the City in its use thereof. The City makes no warranty or guarantee, either express or implied, that the conditions indicated by such investigations or records are representative of those existing throughout such areas, or any part thereof, or that unforeseen developments may not occur, or that materials other than, or in proportions different from those indicated, may not be encountered.

No information derived from such inspection of records of investigations or compilation thereof made by the City, the Department or from the Engineer, or his or her assistants, will in any way relieve the Bidder or Contractor from properly examining the site and making such additional investigations as it may elect, or from properly fulfilling the terms of the Contract.

SECTION 2: BID REQUIREMENTS

2-1.01 **PROPOSAL FORMS.** The Department will furnish to each Bidder standard Proposal Forms, which, when filled out and executed may be submitted as the bid. Proposals shall include all pages in the Project Manual with page numbers marked “PROP” plus the Addendum acknowledgment form (front sheet) from all Addenda received by the Bidder. Proposals shall be removed from the Project Manual. The full Project Manual shall not be submitted with the proposal. Bids not presented on forms so furnished will be disregarded.

The Proposal and one (1) copy thereof shall be submitted as directed in the “Notice to Contractors” under sealed cover plainly marked as a Proposal, and identifying the project to which the Proposal relates and the date of the bid opening therefor. Proposals which are not properly marked may be disregarded.

All blank spaces in the Proposal must be completed, as required, in ink. All price information shall be shown, clearly legible, in figures where required.

The Bidder shall sign the Proposal in the blank space provided therefor. If the Bidder is the sole owner, the Proposal shall be signed by the owner. If the Bidder is a corporation, the legal name of the corporation and its State of incorporation shall be set forth and the Proposal shall be signed by at least two officers authorized to sign contracts on behalf of the corporation. If the Bidder is a partnership, the true name of the firm shall be set forth, the names and addresses of all partners shall be given and the Proposal shall be signed by a partner in the firm authorized to sign contracts on behalf of the partnership. If the Bidder is a joint venture, the Proposal shall be signed on behalf of each participating company by officers or other individuals who have the full and proper authorization to do so. If the Proposal is signed by an agent of the Bidder other than an officer of a corporation or a member of a partnership, a notarized Power of

Attorney must be on file with the City prior to opening of bids or must be submitted with the Proposal. If requested by the City, the Bidder shall promptly submit evidence satisfactory to the City of the authority of the person signing the Proposal.

2-1.02 **SUBMISSION OF BIDS.** Bids must be submitted at the prescribed time and location specified in the Notice to Contractors. Any submission received after the prescribed time shall be rejected, regardless of whether or not bids are opened exactly at the prescribed time.

Any unauthorized conditions or qualifications entered on, or changes made to, the Proposal may render it invalid and may cause its rejection.

No telegraphic, telephonic, or facsimile or other electronically transmitted bids will be considered.

2-1.03 **REQUIRED LISTING OF PROPOSED SUBCONTRACTORS.** Each Proposal shall list the name, address and Contractor license number of each Subcontractor to whom the Bidder proposes to subcontract portions of the Work in an amount in excess of one-half of one percent (0.5%) of its total bid, in accordance with Section 4100 to 4114, inclusive, of the Public Contract Code for the State of California. The Bidder shall list the Subcontractor's license number and the portion of the Work that will be done by each Subcontractor. If the Bidder fails to specify a Subcontractor for any portion of the Work, the Bidder agrees to perform that portion of the Work itself, and represents that it is qualified to perform that portion of the Work itself. The Bidder's attention is invited to other provisions of the Public Contract Code related to the imposition of penalties for a failure to observe its provisions by using unauthorized Subcontractors or by making unauthorized substitutions.

2-1.04 **CONTRACTOR’S LICENSING LAWS.** Attention is directed to the provisions of Business and Professions Code Chapter 9 of Division 3 concerning the licensing of Contractors.

All Bidders at the time of bid submittal shall be licensed as Contractors in accordance with the laws of this State. Any Bidder or Contractor not so licensed is subject to the penalties imposed by such laws. The form of Contractor's license required is stated in the Notice to Contractors, provided that the City makes no representation as to whether the State may require other or additional licenses. It is the Bidder's and Contractor's responsibility to obtain the correct Contractor's licenses. Bidders shall be skilled and regularly engaged in the general class or type of Work called for under this Contract.

All Bidders and Contractors, including Subcontractors, shall have a current City business license before undertaking any Work.

2-1.05 **NONCOLLUSION DECLARATION.** By submitting a bid, the Bidder represents and warrants that such bid is genuine and not a sham or collusive or made in the interest or on the behalf of any person therein named, and that the Bidder has not, directly or indirectly, included or solicited any other Bidder to put in a sham bid, or any other person, firm, or corporation to refrain from bidding, and that the Bidder has not in any manner sought collusion to secure the Bidder an advantage over any other Bidder.

Bidders shall submit a properly completed and executed “Noncollusion Declaration” in the form required by Public Contract Code Section 7106 and provided with the Proposal (PROP-11).

2-1.06 **DISQUALIFICATION, REMOVAL OR OTHER PREVENTION OF BIDDING.** A bid may be rejected on the basis of a Bidder, any officer of such Bidder, or any

employee of such Bidder who has a proprietary interest in such Bidder, having been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local project because of a violation of law or a safety regulation.

2-1.07 **PROPOSAL GUARANTY.** All bids shall be accompanied by one of the following forms of Bidder's security: Cash, a cashier's check, a certified check, or a Bidder's bond executed by an admitted California surety insurer, made payable to the City of Roseville, or any other form of security deemed acceptable by the City Attorney. The security shall be in an amount equal to at least ten percent (10%) of the amount bid. A bid will not be considered unless one of the form of Bidder's security is enclosed with it.

A Bidder's bond shall conform to the City's bond form in the Proposal and shall be properly filled out and executed.

2-1.08 **SCHEDULE OF BID PRICES.** Bidders are directed to submit firm unit and lump sum prices for all Work set forth in the Contract Documents on the Proposal Form entitled "Schedule of Bid Prices."

Unit prices and lump sum prices, as indicated, must be entered in the appropriate spaces provided in the Schedule of Bid Prices. If applicable, unit prices shall be multiplied by the quantities shown, and the total shall be inserted in the Amount column. In the event of any error or discrepancy between the unit price and the calculated amount, the unit prices shall govern. The City may correct any mathematical errors apparent on the face of the bid.

The amounts shown in the Amount column must be added together in arriving at the Grand Total Bid Price.

Amounts for Allowance bid items must be entered in the exact amount in the Amount column.

The prices included within the Schedule of Bid Prices shall include all costs for labor, materials, tools, equipment, services, Subcontractors, suppliers, taxes, insurance, shipment, delivery, overhead, profit, and all other costs necessary to perform the Work in accordance with the Contract Documents.

The Grand Total Bid Price shall be indicated in the Summary table form included with the Schedule of Bid Prices. The Grand Total Bid Price shall be the sum of the amounts bid for each of the designated portions of the Work, as more specifically described on the Schedule of Bid Prices form itself.

Full compensation for complying with the Contract Documents, including requirements of the Standard Specifications, the Standard Construction Specifications, Supplemental Conditions, and all warranties, shall be considered included in the bid items and no additional compensation shall be allowed therefor.

Full compensation for completion of all work as shown on the plans, as specified in the Specifications, and as directed by the City, shall be considered included in the bid items and no additional compensation shall be allowed.

Bidders are strongly discouraged from submitting unbalanced bids. As used herein, the term “unbalanced bid” is defined as any bid that does not include a reasonable proportionate allocation of indirect costs and profit of each bid item indicated in the Schedule of Bid Prices. The City reserves the right to reject any unbalanced bid if the City determines that there is a reasonable doubt that an acceptance of the bid will not result in the lowest ultimate cost to the City with regard to the work or a disproportionate distribution of contract funds.

The City reserves the right to delete any bid item in its entirety and/or significantly reduce the quantity of Work under a bid item. The City makes no representation that any Work

under a bid item will be performed during the course of the Project or that the Work will be performed at the quantities included in the Schedule of Bid Prices. As provided in the Standard Construction Specifications, for any deleted Work, Contractor shall not be entitled to payment of the indirect costs and profit included for said bid item. All bid items shall be considered distinct and severable from the remaining bid items, and each Bidder acts at its peril if its bid is unbalanced.

The City shall compare bids on the basis of the Grand Total Bid Price, which includes the base bid and any alternates designated on the Schedule of Bid Prices. Alternates may or may not be awarded, or may be awarded in any combination, at the City's discretion.

2-1.09 **WITHDRAWAL OF PROPOSALS.** Any bid may be withdrawn at any time prior to the time fixed in the Notice to Contractors for the opening of bids, provided that a request in writing, executed by the Bidder or its duly authorized representative, for the withdrawal of such bid is filed with the City Clerk. Facsimile and electronic mail requests are not acceptable. The withdrawal of a bid shall not prejudice the right of a Bidder to file a new bid. The withdrawal of any bid after the time fixed in the Notice to Contractors for the opening of bids will not be permitted.

2-1.10 **ADDENDUM.** Proposals shall include all costs and account for all Addenda issued prior to opening of bids. The Bidder is responsible for verifying that all issued Addenda have been received. An Addendum acknowledgment form for each Addendum shall be included as part of the Proposal submittal.

2-1.11 **PUBLIC OPENING OF PROPOSALS.** Proposals will be publicly opened and read at the time and place indicated in the Notice to Contractors. Bidders or their authorized agents are invited to be present.

2-1.12 **TRENCHING AND EXCAVATION WORK.** In accordance with the provisions of California Labor Code Section 6707, if the Work involves construction of a pipeline, sewer, sewage disposal system, boring or jacking pits, or similar trenches or open excavations, which are five feet (5') or deeper, each bid submitted shall contain, as a bid item, adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life or limb, which shall conform to all applicable safety orders.

SECTION 3: EVALUATION OF BIDS

3-1.01 **BID EVALUATION PROCESS.** Bids will be evaluated to determine the apparent low Bidder. The apparent low Bidder will be determined on the basis of the Grand Total Bid Price, as shown in the Schedule of Bid Prices. If additive or deductive alternates are used in the Schedule of Bid Prices, the apparent low Bidder will be the Bidder with the lowest total of the bid prices for base contract items plus the alternates designated by the City as those that will be used for determining the lowest bid price. However, the City reserves the right to (1) not award any alternates or (2) award any combination of alternates.

In case of discrepancy between the total of the base contract items and any specified alternates and the stated Grand Total Bid Price, the total of the base contract items plus specified alternates shall prevail. Any mathematical errors that appear on the face of the bid will be corrected by the City and the City will use the mathematically corrected addition. For example, if the mathematical total of Bidder's base contract items plus specified alternates equals \$1,000,000, but the Bidder has written \$1,250,000 as the Grand Total Bid Price, the City will consider \$1,000,000 to be the Bidder's Grand Total Bid Price for purposes of comparison to other Bidders and actual bid award. The City reserves its rights to reject or accept bids based on discrepancies between the stated Grand Total Bid Price and the actual mathematical total of the base contract bid items, plus specified alternates.

3-1.02 **REJECTION OF IRREGULAR PROPOSALS.** Proposals may be rejected in the City's sole discretion if they show any alterations of form, additions not called for, conditional bids, incomplete bids, erasures, or irregularities of any kind. However, the City reserves the right to waive any minor irregularities and informalities in any bid or in the bid procedure for any reason.

3-1.03 **COMPETITIVE BIDDING.** If more than one proposal is offered by any individual, firm, partnership, corporation, association, or any combination thereof, under the same or different names, all such proposals may be rejected. A party who has quoted prices on materials or Work to a Bidder is not thereby disqualified from quoting prices to other Bidders, or from submitting a bid directly for the materials or Work.

All Bidders are put on notice that any collusive agreement to control or affect the awarding of this Contract is in violation of the competitive bidding requirements of the City Charter, State Contract Act and the Business and Professions Code and may render void any Contract let under such circumstances.

3-1.04 **RELIEF OF BIDDERS.** If the Bidder claims a mistake was made in its bid, the Bidder shall give the Department written notice within five (5) Days after the opening of the bids of the alleged mistake, specifying in the notice in detail how the mistake occurred. No relief from a claimed mistaken bid shall be granted unless such mistake clearly appears on the face of the bid submitted to the City. Claimed mistakes on backup worksheets, spreadsheets, computerized bidding programs, or any other similar calculative bidding mistake which is not apparent on the face of the bid shall not under any circumstance be considered as a basis for relief. The burden of proving the occurrence of a mistake entitling a Bidder to relief from its bid rests entirely on the Bidder. Relief from bids shall be in the City's sole discretion.

SECTION 4: AWARD AND EXECUTION OF CONTRACT

4-1.01 **AWARD OF CONTRACT.** The City reserves the right to reject any and all proposals and to award (or not award) any combination of bid items at its option. Any such award will be to the lowest responsible Bidder whose proposal complies with the requirements prescribed for the bid items awarded. Such award, if made, will be made within sixty (60) business days after the opening of the proposals. If the lowest responsible Bidder refuses or fails to execute the Contract, or provide an acceptable Performance Bond, Payment Bond, and insurance certificate(s), the City may award the Contract to the second lowest responsible Bidder. Such award, if made, will be made within eighty-two (82) business days after the opening of proposals. If the second lowest responsible Bidder refuses or fails to execute the Contract, or provide an acceptable Performance Bond, Payment Bond, and insurance certificate(s), the City may award the Contract to the third lowest responsible Bidder. Such award, if made, will be made within one hundred four (104) business days after the opening of the proposals. The above time periods within which the award of Contract may be made are subject to extension for such further period as may be agreed upon in writing between the City and the Bidder concerned.

4-1.02 **RETURN OF BIDDER'S SECURITIES.** Within ten (10) Days after the award of the Contract, the City Clerk will return all Bidders' securities, other than Bidders' bonds, accompanying the proposals that are not to be further considered in making the award. Retained Bidders' securities will be held until the Contract has been fully executed, after which all Bidders' securities, except Bidders' bonds and any Bidders' securities that have been forfeited, will be returned.

4-1.03 **CONTRACT BONDS.** The successful Bidder shall furnish two (2) bonds in the form contained in the section entitled Insurance Broker Information Packet and Bonds. One (1) bond shall secure the payment of the claims of laborers, mechanics or materialmen employed on the Work under the Contract, and the other bond shall guarantee the faithful performance of the Contract.

Each of the two (2) bonds shall be in a sum equal to one hundred percent (100%) of the Contract Price. If the Contract Price increases by the issuance of Change Orders, the penal amounts of the bonds required shall increase accordingly. Sureties on each of said bonds shall be satisfactory to the City.

All alterations, extensions of time, extra and additional Work, and other changes authorized by the Standard Specifications, the Standard Construction Specifications, the Supplemental Conditions or any part of the Contract may be made without securing the consent of the surety or sureties on the Contract bonds.

Furthermore, the successful Bidder shall furnish a certificate from the County Clerk as required by California Civil Code of Procedure Section 995.660(a)(3).

4-1.04 **INSURANCE.** At the time of the execution of the Contract, the Contractor shall, at its own expense, procure, and at all times during the prosecution of the Work maintain in full force and effect Worker's Compensation Insurance, and Liability Insurance as specified in the Standard Construction Specifications. The Contractor shall provide a Certificate of Insurance in the form contained in the section entitled Insurance Broker Information Packet.

4-1.05 **EXECUTION OF CONTRACT.** The Contract shall be signed by the successful Bidder and returned, together with all the required Contract bonds and insurance

certificates, within fifteen (15) Days after the Contract has been awarded, or as otherwise directed, in writing, by the City.

If the Bidder is an individual, the Contract shall be executed personally by the Bidder. If the Bidder is a partnership, it is desirable that the Contract be executed by all of the partners, but it may be executed by one of them. If the Bidder is a corporation, it must be executed by two officers of the corporation consisting of (1) the chairman of the board, president or vice president; and (2) the secretary, assistant secretary, chief financial officer, treasurer or assistant treasurer, or by a person authorized by the corporation to execute written contracts on its behalf, and the corporate seal affixed thereto. In the alternative, a person other than an officer may sign the Contract, provided evidence satisfactory to the City is provided indicating the individual's authority to bind the corporation. If the corporate seal is not affixed to the Contract, or if it is executed by a person other than officers, or only by one officer, there must be attached to the Contract a certified copy of a resolution of the corporation authorizing such officer or person to execute written contracts for and on behalf of the corporation. If the Bidder is a joint venture, the Contract must be executed on behalf of each participating firm by officers or other individuals who have the full and proper authorization to do so.

4-1.06 **FAILURE TO EXECUTE CONTRACT.** Failure of the lowest responsible Bidder, the second lowest responsible Bidder, or the third lowest responsible Bidder to execute the Contract and file acceptable bonds and insurance as provided within fifteen (15) Days after the Contract has been awarded, or as otherwise directed, in writing, by the City, shall be just cause for annulment of the award and forfeiture of the Bidder's security. The successful Bidder may file with the City Clerk a written notice, signed by the Bidder or Bidder's authorized representative, specifying that the Bidder will refuse to execute the Contract if presented to

Bidder. The filing of such notice shall have the same force and effect as the failure of the Bidder to execute the Contract and furnish acceptable bonds within the time prescribed.

SECTION 5: BID PROTEST PROCEDURES

5-1.01 **POLICY/PROCEDURES.** It is the policy of the City to consider fully and adjudicate promptly protests filed by prospective Bidders relating to the City's bidding procedure or award of the Contract. Protests shall be filed and processed in accordance with Section 4.12.150 of the Roseville Municipal Code. A Bidder's failure to follow the bid protest procedures may result in rejection of the protest by the City.

PROPOSAL TO THE DEPARTMENT OF _____

Project:_____

Name of Bidder _____ Business Phone _____

Business Address _____

Place of Business _____

Contractor's License No. _____

License Expiration Date_____

License Classification Type _____

DIR Registration No. _____

Type of business organization: _____

*If a Corporation, incorporated under the laws of the State of: _____

The undersigned Bidder herewith submits this Proposal and binds itself on award by the City of Roseville under this bid to execute a Contract in accordance with its bid and the Contract Documents.

The Notice to Contractors, Instructions to Bidders, Form of Agreement, Standard Specifications, Standard Construction Specifications, Supplemental Conditions, Contract Drawings, and Addenda, if any, are made part of this bid and all provisions thereof are hereby accepted, and all representations and warranties are required thereby are hereby affirmed.

The work to be done is described in the Bidding Documents entitled _____
_____, City of Roseville, California.

This offer shall be irrevocable for a period of sixty (60) Days after the date on which bids are opened.

The undersigned Bidder understands that any clarification made to the above or any new and different conditions or information submitted on or with its Proposal, other than that requested, may render the bid non-responsive.

The undersigned, as Bidder, declares that the only persons or parties interested in this Proposal as principals are those named herein; that this Proposal is made without collusion with any other person, firm, or corporation; that the Bidder has carefully examined the location of the proposed Work, the attached Form of Agreement, and the plans, Specifications, and other Contract Documents; and agrees if this Proposal is accepted, that it will contract with the City of Roseville, in the form of a copy of the Agreement contained in the Project Manual, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the Contract Documents, in the manner and time therein prescribed, and according to the requirements of the Director, as therein set forth, and that the Bidder will take in full payment therefore prices indicated in the Schedule of Bid Items, including all work modified by addendum numbers _____. (IF NONE, STATE NONE).

Bids are required for all Bid Items. The amount of the Bid for comparison purposes will be the total of all items awarded.

The Bidder shall set forth for each item of work, in clearly legible figures, an item (“unit”) price and a total for the item in the respective spaces provided for this purpose in the Schedule of Bid Items.

The prices included within the Schedule of Bid Items include all costs for labor, materials, tools, equipment, services, Subcontractors, suppliers, taxes, insurance, shipment,

delivery, overhead, profit, and for all other costs necessary to perform the Work in accordance with the Contract Documents.

Accompanying this Proposal is _____.

(Notice: Insert the words "Cash \$_____", "Cashier's Check," "Certified Check," or "Bidder's Bond," as the case may be, in an amount equal to at least ten percent (10%) of the total of the Bid.)

The names of all persons interested in the foregoing Proposal as Principals, are as follows: _____

If SOLE OWNER, execute here:

I sign as sole owner of the business named above:

If PARTNERSHIP, one or more partners sign here:

The undersigned certify that we are partners in the business named above and that we sign this bid with the full authority to do so:

If CORPORATION, execute here:

Corporate Name: _____

Incorporated under the laws of the State of _____

The undersigned certify that they sign this bid with the full and proper authorization so to do:

By _____
*Signature of Authorized Official**

By _____
*Signature of Authorized Official**

Title

Title

Typewritten or Printed Name

Typewritten or Printed Name

If JOINT VENTURE, execute here:

Joint Venture name composed of: _____

The undersigned certify that they sign this bid with the full and proper authorization so to do:

*Signature of Authorized Official**

*Signature of Authorized Official**

Title

Title

Typewritten or Printed Name

Typewritten or Printed Name

*If Bidder is a partnership or Joint Venture, give the full names of all partners and/or Joint Ventures in the space provided (use additional sheet if required). If Bidder is a corporation, two signatures are required as follows: (1) the Chairman, President, or Vice-President and (2) the Secretary, Assistant Secretary, Chief Financial Officer, Treasurer, or Assistant Treasurer. In the alternative, this Agreement may be executed by a single officer or a person other than an officer provided that evidence satisfactory to City is provided demonstrating that such individual is

authorized to bind the corporation (example, a copy of a certified resolution from the corporation's board or a copy of the corporation's bylaws).

[LIST OF SUBCONTRACTORS FOLLOWS ON NEXT PAGE.]

LIST OF SUBCONTRACTORS

Contractor's Name: _____

The Bidder is required to furnish the following information in accordance with the provisions of Section 4100 and 4114, inclusive, of the Public Contract Code of the State of California. This list and information shall include all Subcontractors that perform work, provide labor or render services to the Bidder in connection with the Project in an amount in excess of one-half of one percent (0.5%) of the total amount of the Bidder Grand Total Price.

PORTION/ TYPE OF WORK	% OF CONTRACT	SUB- CONTRACTOR'S NAME	CONTRACTOR LICENSE NO.	DIR REG NO.	BUSINESS ADDRESS (CITY, STATE)

SECURITY FOR COMPENSATION CERTIFICATE

(Required by California Labor Code Section 1861)

TO: City Council
City of Roseville

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

(Signature of Bidder)

Business Address

Telephone

BIDDER'S BOND

City Council of the City of Roseville

KNOW ALL MEN BY THESE PRESENTS:

That we _____
_____, as PRINCIPAL, and

a, _____ and duly authorized to transact business
under the laws of the State of California, as SURETY, are held and firmly bound unto the City of
Roseville in the penal sum of _____ dollars
(\$_____), being at least TEN PERCENT (10%) OF THE TOTAL AMOUNT OF
THE BID of the Principal above named, submitted by said Principal to the City of Roseville,
acting by and through the Public Works Director, for the work described below, for the payment
of which sum in lawful money of the United States, well and truly to be made, to the Director of
the Department to which said Bid was submitted, we bind ourselves, our heirs, executors,
administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above-mentioned Bid to the City Council of
the City of Roseville, as aforesaid, for certain construction specifically described as follows, for
which Bids are to be opened at the Office of the City Clerk located at 311 Vernon Street,
Roseville, California, on _____, 20__ FOR

(Copy here the exact title of work as it appears on the Proposal.)

NOW, THEREFORE, IF THE AFORESAID PRINCIPAL is awarded the Contract and, within the time and manner required under the Contract Documents, after the prescribed forms are presented for signature, enters into a written Contract, in the prescribed form, in accordance with the Bid, and files all insurance and two (2) Bonds with the Department, one (1) to guarantee Faithful Performance and the other to guarantee Payment for Labor and Materials, as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this ____ day of _____, 20____.

_____(Seal)

_____(Seal)

_____(Seal)

Principal

_____(Seal)

_____(Seal)

_____(Seal)

Surety

Business Address

NOTE: To be considered complete, both the Principal and the Surety must sign this Bidder's Bond. In addition, signatures of those executing for the Surety must be properly acknowledged.

2020 Residential Resurface Project

CONTRACTOR: _____

SCHEDULE OF BID ITEMS
BASE BID

ITEM No.	BID ITEM	*	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE (IN FIGURES)	SUBTOTAL (IN FIGURES)
1	999990	(P)	MOBILIZATION	LS	1	\$	\$
2	120100	(P)	TRAFFIC CONTROL SYSTEM	LS	1	\$	\$
3	130300A	(P)	PLACEMENT AND MAINTENANCE OF BMPS	LS	1	\$	\$
4	378000A		MICRO-SURFACING (TYPE II)	TON	610	\$	\$
5	378001A		MICRO-SURFACING (TYPE III)	TON	100	\$	\$
6	370120A		1/2 INCH POLYMER MODIFIED ASPHALT RUBBER (PMAR) CHIP SEAL (BLACK ROCK)	SQYD	27,900	\$	\$
7	846030A	(P)	REMOVE PAVEMENT MARKINGS, STRIPING, AND MARKERS	LS	1	\$	\$
8	120159A	(P)	TEMPORARY PAINT FOR PAVEMENT MARKINGS, STRIPING, AND MARKERS	LS	1	\$	\$
9	840501A	(P)	THERMOPLASTIC PAVEMENT MARKINGS, STRIPINGS, AND MARKERS	LS	1	\$	\$
TOTAL (BID ITEMS #1 TO #9 (IN FIGURES)						\$	

* Notes:

(P) Indicates bid item is eligible for PARTIAL payment

(F) Indicates bid item is eligible for FINAL payment

CONTRACTOR'S ACKNOWLEDGEMENT OF BLACK ROCK QUARRY CHIP SEAL (BLACK ROCK):

NAME & LOCATION OF BLACK ROCK AGGREGATE QUARRY CHIP SEAL (BLACK ROCK):

CONTRACTOR'S ACKNOWLEDGEMENT OF BLACK ROCK QUARRY MICRO-SURFACING:

NAME & LOCATION OF BLACK ROCK AGGREGATE QUARRY MICRO-SURFACING:

NONCOLLUSION DECLARATION TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder. All statements contained in the bid are true. The Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

(Signature of Declarant)

DISQUALIFICATION QUESTIONNAIRE

The Bidder shall complete, under the penalty of perjury, the following questionnaire:

Has the Bidder, any officer of the Bidder, or any employee of the Bidder who has proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes_____

No_____

If the answer is yes, explain the circumstances in the following space.

NAME OF BIDDER: _____

SIGNATURE OF BIDDER: _____

TITLE OF BIDDER: _____

DATE: _____

ACKNOWLEDGEMENT OF INSURANCE AND BOND REQUIREMENTS

Included in the Bid Price is full compensation for the requirements set forth in the
INSURANCE BROKER INFORMATION PACKET of the Project Manual.

NAME OF BIDDER: _____

SIGNATURE OF BIDDER: _____

TITLE OF BIDDER: _____

DATE: _____

DISCLAIMER OF WARRANTIES AND ACCURACY OF DATA

Although soil and site investigation reports have been obtained from sources believed to be reliable, no warranty expressed or implied is made regarding accuracy, adequacy, completeness, legality, reliability or usefulness of any information contained therein. These reports are subject to change at any time, may be incomplete, and/or may contain errors. This information is provided for informational purposes only. The City of Roseville provides this information on an “as is” basis. Warranties of any kind, express or implied, or statutory, including but not limited to the implied warranties of merchantability, and fitness for a particular purpose ARE DISCLAIMED to any party viewing these documents or to any third party.

The City of Roseville does not accept and expressly disclaims liability to any party viewing such information, or to any third party whatsoever, for any loss, damage, or injury (including incidental or consequential damages) whether such loss, damage, or injury is the result of negligence, willful or intentional misconduct, or any other cause.

I have read and acknowledged the above disclaimer and agree to hold harmless the City of Roseville on any theory of liability for any loss, damage or injury whether in contract, strict liability or tort arising in any way out of the use or contents of the released information or documents described above or the performance of the work called for herein.

Print Name

Signature

Name of Business/Company/Corporation

Date

Address

Phone

END OF PROPOSAL

A G R E E M E N T

THIS AGREEMENT, is made and entered into this ____ day of _____,
20____, by and between the City of Roseville, a municipal corporation, (“CITY”), and
_____, a _____,
 (“CONTRACTOR”); and

W I T N E S S E T H:

WHEREAS, the City Council of the CITY, at a meeting held on the ____ day of
_____, 20____, approved plans and specifications for the _____
_____ and directed the City Clerk to advertise for sealed proposals for doing said work and providing
that bids be submitted on the ____ day of _____, 20____; and

WHEREAS, the City Clerk, thereafter duly and regularly caused a notice to be published
in the manner and for the time prescribed by law; and

WHEREAS, CONTRACTOR, pursuant to the provisions of said notice duly filed a bid
with the City Clerk, a true copy of which bid is now on file in the office of the City Clerk, and is
hereby referred to and by this reference made a part hereof as fully as if set forth at length herein;
and

WHEREAS, all bids received pursuant to said notice were opened and examined and
publicly declared at the time specified in said advertisement for bids and at a meeting of the City
Council held on the ____ day of _____, 20____, the Council found and

declared the bid of CONTRACTOR to be the lowest responsible bid and thereupon awarded a contract to CONTRACTOR to do the work referred to in the aforementioned specifications.

NOW, THEREFORE, the parties agree as follows:

1. THE WORK. CONTRACTOR agrees:

a. To do the work and furnish all the labor, materials, tools, supplies, equipment, superintendence, insurance, and bonds required for the _____

in accordance with the Contract Documents (the Work).

b. To do and perform the Work contemplated hereby in a good and workmanlike manner under the direction of and to the satisfaction of the Director of Public Works of the City of Roseville.

2. PAYMENT. CITY shall pay CONTRACTOR _____ dollars (\$_____) for the Work to be done under this Agreement in accordance with the Contract Documents.

3. CONTRACT DOCUMENTS. The complete Agreement between the parties hereto consists of the following documents:

- a. The advertisement for bids (including the notice to bidders, instructions to bidders and proposals);
- b. The accepted bid;
- c. Plans and specifications (including standard construction specifications, special provisions and construction details);
- d. Bonds and insurance required by the specifications; and

e. This contract.

All documents specified above are intended to operate so that any work called for in any one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents.

4. LIQUIDATED DAMAGES. In the event CONTRACTOR does not complete the Work within the time specified, CONTRACTOR agrees that CITY will suffer damages. Inasmuch as the actual damages which would result from such breach by CONTRACTOR under this Agreement are uncertain, and would be impractical or extremely difficult to fix, CONTRACTOR agrees that it shall pay, or CITY shall deduct from CONTRACTOR's fee, the amount of \$_____ per day as liquidated damages, in the event of such delay.

5. TIME OF COMPLETION. Time is of the essence of this Agreement. CONTRACTOR shall complete all Work under the Contract Documents within _____ Days of the date of this Contract. CONTRACTOR shall begin work by the date specified in the "Notice to Proceed" letter and shall diligently prosecute all of the Work under this Contract in all parts and requirements as defined in the Contract Documents.

6. SERVICE OF NOTICE. Any notice required or permitted to be given under this Agreement shall be deemed given when (a) personally delivered to the recipient identified below; (b) mailed by registered or certified mail, return receipt requested, postage pre-paid, to the address specified below; or (c) sent by facsimile, with confirmation of receipt, to the facsimile number identified below.

CITY OF ROSEVILLE

CONTRACTOR

CITY may also act through either its architect or construction manager if CITY expressly gives notice to CONTRACTOR, in writing, that CITY's designee has authority to act for CITY in a specific capacity.

7. DISPUTES. Disputes arising from this Agreement will be determined in accordance with the Contract Documents and Public Contract Code Sections 10240-10240.13.

8. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

9. INDEPENDENT CONTRACTOR. CONTRACTOR 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.

10. SUCCESSORS IN INTEREST. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

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

12. 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.

13. 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.

14. CONTRACTORS LICENSE LAW. CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR (4) YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISISON PERTAINING TO STRUCUTRAL DEFECTS MUST BE FILED WITHIN TEN (10) YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826.

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 CONTRACTOR has caused this Agreement to be duly executed.

CITY OF ROSEVILLE, a
municipal corporation

_____, a

BY: _____
DOMINICK CASEY
City Manager

BY: _____
its: _____
and

ATTEST:

BY: _____
its: _____

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____

Print Name: _____

Title: _____

INSURANCE BROKER INFORMATION PACKET

Project: 2020 RESIDENTIAL RESURFACING PROJECT

NOTICE TO CONTRACTOR:

For your convenience, this package contains the Requirements for Insurance and Bonds for this project, including the necessary City forms. You are required to return these forms in addition to the executed Contract within fifteen (15) calendar days after the award of the Bid, unless otherwise directed by City in writing. (See the Instructions to Bidders.)

Please insert the dollar amount of your accepted Bid into the blank on page INS-1 and present this entire package to your insurance broker if you are awarded the Bid.

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Insurance Requirements	INS 2
Public Works Faithful Performance Bond	INS 7
Public Works Payment Bond	INS 9

NOTICE TO INSURANCE BROKER

Your client has been awarded a bid by the City Council of the City of Roseville to perform a public works project known as 2020 RESIDENTIAL RESURFACING PROJECT . The Contract Conditions for that project require your client (“the Contractor”) to return certain evidence of insurance and bonds to the City Attorney of the City within fifteen (15) days after the Bid award, unless otherwise directed by the City in writing, or else the Bid award may be terminated and awarded to another company.

This package contains the information you will need as an insurance broker to provide the appropriate insurance and bonds to the City. The insurance coverages the Contractor needs are specified in the section entitled “Insurance Requirements.” Please note that, in addition to the insurance certificate itself, copies of several endorsements must be actually furnished.

Please refer to Special Provisions for modifications of the Standard Construction Specifications, if any, and the requirements of this insurance packet.

Please use the standard City of Roseville Bond Forms provided in this package.

The Bonds required must each be in the penal amount of: \$_____.

Bonds must be sent to the following staff person:

City of Roseville - Public Works
Attn: Jesse Khatkar
311 Vernon Street
Roseville, CA 95678

Insurance documents must be provided using one of the following methods:

- a. By email to roseville@ebix.com and riskmanagement@roseville.ca.us
- b. By fax to (770) 335-5727 and (916) 774-5461

After using one of these methods, please **DO NOT** send the insurance certificate(s) by mail.

When forwarding the documents, please refer to the project name so that the documents can be matched with the Contract for which they are submitted.

Thank you.

INSURANCE REQUIREMENTS

The following sections are quoted from the Standard Construction Specifications:

7-1.06 **INSURANCE COVERAGE.**

A. Evidence of Maintenance Required. The Contractor shall, at its expense, procure and at all times maintain in full force and effect at a minimum the insurance required by this section on all of its operations; and the Contractor shall not allow any Subcontractor to commence work until similar insurance required of the Subcontractor has been obtained and filed. An original Certificate of Insurance, and copies of all required endorsements, all in a form approved by the Risk Manager, evidencing all required coverage or policies shall be filed after the award of the bid and prior to approval of the Contract by the City Council. Contractor shall provide ten (10) days prior written notice to the City of any reduction of coverage limits or cancellation of the coverage or policies shall be given to the City of Roseville as Certificate holder.

B. Qualifying Insurers. With the exception of the State Compensation Insurance Fund, all required insurance policies shall be issued by companies acceptable to the City and licensed to do business in the State of California and who hold a current policy holders alphabetic and financial size category rating of not less than AVII according to the most recent issue of Best's Insurance Reports.

C. Insurance Required.

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations with limits of no less than Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage for projects under One Million Dollars (\$1,000,000) and

limits of no less than Five Million Dollars (\$5,000,000) per occurrence for bodily injury, personal injury and property damage for projects over One Million Dollars (\$1,000,000). If a general aggregate limit applies, either the aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.

The Commercial General Liability insurance shall include the following, copies of which shall be provided:

a. Inclusion of the City of Roseville, and its officers, agents, employees, and volunteers, as additional insureds (except for workers' compensation) as respects services or operations under the Contract. The additional insured endorsement for the general liability policy shall be at least as broad as the ISO CG 2010 10 01 combined with ISO CGL Endorsement CG 2037 10 01. Any other endorsement must be approved in writing by the City. Endorsements must include coverage for on-going and completed operations, which coverage shall be maintained for four (4) years following completion of the Project. Endorsements shall cover the City of Roseville, its officers, agents, employees, and volunteers.

b. The insurance shall provide coverage for claims by one insured against another insured and the policies shall not contain any cross-suits exclusions, cross-liability exclusions, or insured versus insured exclusions. The policies shall not contain any classification exclusions purporting to deny coverage for any work to be performed by Contractor or any of its Subcontractors.

c. Stipulation that the insurance is primary and noncontributory, as evidenced by a separate endorsement (CG 20 01 04 13 or an equivalent) or section of the policy, and that neither the City nor its insurers will be called upon to contribute to a loss.

d. Such insurance shall specifically cover the contractual liability of the Contractor.

e. 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.

f. Waiver of subrogation endorsement.

g. The Contractor shall furnish a certificate for the period covered.

2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and Code 9 (non-owned), with limits of no less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.

3. **Workers' Compensation:** In accordance with the provisions of the California Labor Code, Contractor is required to be insured against liability for Workers' Compensation or to undertake self-insurance. Statutory Workers' Compensation and Employers' Liability of at least One Million Dollars (\$1,000,000) shall cover all Contractors staff while performing any work incidental to the performance of this Agreement.

4. **Professional Liability:** Professional Liability (Errors and Omission) Insurance appropriate to Contractor's profession, with a limit of liability not less than One Million Dollars (\$1,000,000) per occurrence or claim and Two Million Dollars (\$2,000,000) aggregate to cover all design and engineering services rendered by Contractor pursuant to the

Agreement. Coverage must commence from the first day that Contractor or any of its Subcontractors provided any design or engineering services in connection with the Project.

5. **Builder's Risk/Course of Construction Insurance Is ____ OR Is Not ____ Required by Risk Management:** The Contractor shall be responsible for all loss, damage or destruction whatsoever to the work called for by this Contract until the approval of a Notice of Completion or acceptance of the Work if no Notice of Completion is to be recorded.

The Contractor shall secure "All Risk" type of builder's Risk Insurance of the type covering one hundred percent (100%) of the value of the work performed under this Contract (the value is presumed to be the Contract amount unless otherwise stated in Supplemental Conditions) and all materials, equipment, or other items to be incorporated therein while the same are located at the construction site, a bonded warehouse, or its place of manufacture. At any time, the policy shall cover the value of the work completed. The policy shall cover hazards including the losses due to fire, explosion, hail, rain, lightning, flood (separate insurance as needed), vandalism, malicious mischief, wind, collapse, aircraft, and smoke.

The policies providing such insurance shall name the City as a loss payee as its respective interests may appear, and certified copies of such policies shall be filed with the City. The maximum deductible allowable under the Builder's All Risk policy shall be five percent (5%) of the Contract amount.

Builder's Risk Insurance is not required for coverage of losses in excess of five percent (5%) of the Contract amount for damages resulting from earthquake in excess of a magnitude of 3.5 on the Richter scale, or tidal waves. Coverage in the amount of five percent (5%) of the Contract amount for such losses is required.

6. **Pollution Coverage:** Contractor shall procure pollution liability coverage or other insurance covering claims for bodily injury or property damage arising out of the abatement, removal, storage, transportation, or other exposure to hazardous materials or pollutants, in limits not less than Two Million Dollars (\$2,000,000). Contractor shall add the City and all parties required to be indemnified by Contractor as additional insured on all pollution liability policies.

7. **Higher Coverage Limits:** If Contractor maintains higher coverage limits than the amounts shown above, then the City requires and shall be entitled to coverage for the higher coverage limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

8. **Claims Made Coverage:** Liability insurance coverage may not be written on a “claims made” or modified occurrence basis. The Certificate of Insurance must clearly provide that the coverage is on an “occurrence” basis.

7-1.06A **OTHER INSURANCE PROVISIONS.**

A. The requirements of the Standard Specifications as to types and limits of insurance coverage to be maintained by the Contractor, and any approval of insurance by the City, are not intended to, and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to the Contract, including, but not limited to, the provisions concerning indemnification, nor preclude the City from taking any other action available to it under any other provision of the Contract or law.

B. The City acknowledges that some insurance requirements contained in these Standard Specifications may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by Contractor under the Contract.

Any self-insurance must be approved in writing by the City, in its sole discretion and shall not reduce the limits of liability. Any deductibles or self-insured retentions (“SIR”) must be declared on the certificate of insurance and approved by City in writing. 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.

C. The Contractor agrees to include in its contracts with all subcontractors the same requirements and provisions of this Contract, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor’s work. Furthermore, the Contractor shall require its subcontractors to agree to be bound to the Contractor and the City in the same manner and to the same extent as the Contractor is bound to the City under this Contract. Additionally, the Contractor shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of the City’s indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request. Alternatively, the Contractor may insure subcontractor(s) under its own policy.

D. The City, its officers, agents, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. Coverage shall not extend to any indemnity coverage

for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under California Insurance Code Section 11580.04.

E. The limits of insurance required in this Contract 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 the City (if agreed to in a written contract) before the City's own insurance shall be called upon to protect it as a named insured.

F. The insurance procured by Contractor shall be subject to the approval of the City, but any acceptance of insurance certificates by the City shall in no way limit or relieve Contractor of its duties and responsibilities under the Agreement.

G. Contractor shall be responsible for all premiums, deductibles, and self-insured retention applicable to the insurance it is required to procure under the Contract. All deductibles or self-insured retentions over five hundred thousand dollars (\$500,000) must be approved by the City, in writing. Contractor shall be responsible for all deductibles, self-insured retention payments, and/or increased premiums incurred if the City's policies of insurance are forced to cover damages or respond to claims for which Contractor or its Subcontractors were obligated to provide insurance under the Contract.

H. Failure of the City to enforce in a timely manner any of the requirements of these insurance provisions shall not act as a waiver to enforcement of any of these provisions at a later date.

I. Contractor's indemnity obligations shall not be limited by these insurance provisions and shall survive the expiration of the Contract and the insurance provisions of the Contract shall likewise not be limited by the indemnity provisions of the Contract.

**J. THE CITY RESERVES THE RIGHT TO WITHHOLD ANY
PROGRESS PAYMENTS TO THE CONTRACTOR IN THE EVENT OF
NONCOMPLIANCE WITH ANY INSURANCE REQUIREMENTS.**

Bond No. _____
Premium \$ _____

**PUBLIC WORKS
FAITHFUL PERFORMANCE BOND**
(Project: 2020 RESIDENTIAL RESURFACING PROJECT _____)

WHEREAS, the City of Roseville ("CITY") has awarded a bid and contract to _____ as contractor ("PRINCIPAL") for the public work described as _____ 2020 RESIDENTIAL RESURFACING PROJECT _____ (the "WORK"). The contract ("AGREEMENT"), for the public work described above, and all of its terms and conditions are incorporated by reference and made a part hereof; and

WHEREAS, the PRINCIPAL is required to furnish a bond in connection with the AGREEMENT guaranteeing its faithful performance; and

NOW, THEREFORE, we the undersigned PRINCIPAL and _____, a _____, admitted and duly authorized to transact business under the laws of the State of California, as SURETY ("SURETY"), are held and firmly bound unto the CITY or its successors and assigns in the sum of _____ dollars (\$ _____) (which amount is not less than 100% of the AGREEMENT price) to be paid to the CITY or its successors and assigns; and for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns jointly and severally, firmly by these presents.

The condition of this obligation is such that if the PRINCIPAL, or its heirs, executors, administrators, successors or assigns, shall abide by, and in all respects promptly and faithfully perform the covenants, conditions and provisions in said AGREEMENT and any alteration thereof made as therein provided, notice of which alterations to Surety being hereby waived, on its part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless CITY, its officers, agents, employees, volunteers as therein stipulated, then this obligation shall be null and void; otherwise, this obligation shall be and remain in full force and effect.

As condition precedent to the satisfactory completion of the contract, the obligation of the PRINCIPAL and SURETY under this Bond shall remain in effect for a period of one (1) year after the completion and acceptance of the WORK. During that time, if the PRINCIPAL, its heirs, executors, administrators, successors or assigns fails to make full, complete and satisfactory repair and replacement or totally protect the CITY from any loss or damage made evident during that year which results from or is caused by either defective materials or faulty workmanship in the prosecution of the WORK, then the obligation shall remain in full force and effect. However, anything in

this paragraph to the contrary notwithstanding, the obligation of the SURETY shall continue so long as any obligation of the PRINCIPAL remains.

No prepayment or delay in payments, and no change, extension, addition or alteration of any provision of the AGREEMENT or in the specifications agreed to between the PRINCIPAL and the CITY, or any forbearance on the part of the CITY shall operate to relieve the SURETY. The SURETY hereby waives the provisions of Section 2819 of the California Civil Code. The SURETY waives all rights of subrogation against the CITY or any person employed by the CITY. If the contract price increases by the issuance of change orders, the amount specified in this bond shall increase by the same amount.

Whenever PRINCIPAL shall be and declared by CITY to be in default under the AGREEMENT, SURETY shall promptly remedy the default, or shall promptly do one of the follow at CITY's election:

1. Undertake through its agents or independent contractors, reasonably acceptable to CITY, to complete the AGREEMENT in accordance with its terms and conditions and to pay and perform all obligations of PRINCIPAL under the AGREEMENT, including without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages.
2. Reimburse CITY for all costs CITY incurs in completing the AGREEMENT, and in correcting, repairing or replacing defects in materials or workmanship and/or materials and workmanship which do not conform to the specifications in the AGREEMENT.

SURETY's obligations hereunder are independent of the obligations of any other surety for the performance of the AGREEMENT, and suit may be brought against SURETY and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing CITY's rights against the others.

No right of action shall accrue on this bond to or for the use of any person or corporation other than CITY or its successors or assigns.

As part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by CITY in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

[SIGNATURES NEXT PAGE]

IN WITNESS WHEREOF, this instrument has been duly executed by the
PRINCIPAL and SURETY above-named, on the ____ day of _____,
20____.

PRINCIPAL:

SURETY:

BY: _____

BY: _____

PRINT NAME: _____

PRINT NAME: _____

PRINT TITLE: _____

PRINT TITLE: _____

AND

MAILING ADDRESS:

BY: _____

PRINT NAME: _____

PRINT TITLE: _____

***(Notarization by Surety and copy of
Power of Attorney required.)***

APPROVED AS TO FORM:

BY: _____
City Attorney

Bond No. _____
Premium \$ _____

PUBLIC WORKS
LABOR AND MATERIALS PAYMENT BOND
(Project: 2020 RESIDENTIAL RESURFACING PROJECT _____)

WHEREAS, the City of Roseville ("CITY"), has awarded a bid and contract to _____ as contractor ("PRINCIPAL"), for the public work described as _____ 2020 RESIDENTIAL RESURFACING PROJECT _____ (the "WORK"). The contract ("AGREEMENT"), for the public work described above, and all of its terms and conditions are incorporated by reference and made a part hereof; and

WHEREAS, the PRINCIPAL is required to furnish a bond in connection with the AGREEMENT guaranteeing payment of persons who provide labor and material; and

NOW, THEREFORE, we the undersigned PRINCIPAL and _____, a _____, admitted and duly authorized to transact business under the laws of the State of California, as SURETY ("SURETY"), are held and firmly bound unto the CITY or its successors and assigns in the sum of _____ dollars (\$ _____) (which amount is not less than 100% of the AGREEMENT price) to be paid to the CITY or its successors and assigns; and for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns jointly and severally, firmly by these presents.

The condition of the obligation is such that if the PRINCIPAL, its subcontractors, heirs, executors, administrators, successors or assigns fails to pay any of the persons named in Section 8004 or 9100 of the Civil Code of the State of California, or the amounts due under the Unemployment Insurance Code of the State of California, or any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of employees of the PRINCIPAL and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to work or labor performed by any such claimant, that the SURETY will pay for the same, in an amount not exceeding the sum specified in this bond, and also, in case suit is brought upon the bond, shall pay reasonable attorneys' fees, to be fixed by the Court.

This bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file a Stop Payment Notice pursuant to the provisions of Section 9350 et seq. of the Civil Code of the State of California, so as to give a right of action to them or their assigns in any suit brought upon this bond.

No prepayment or delay in payments, and no change, extension, addition or alteration of any provision of the AGREEMENT or in the specifications agreed to between the PRINCIPAL and the CITY, or any forbearance on the part of the CITY shall operate to relieve the SURETY. The SURETY hereby waives the provisions of Section 2819 of the California Civil Code. The SURETY waives all rights of subrogation against the CITY or any person employed by the CITY. If the contract price increases by the issuance of change orders, the amount specified in this bond shall increase by the same amount.

As part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by CITY in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

IN WITNESS WHEREOF, this instrument has been duly executed by the PRINCIPAL and SURETY above-named, on the _____ day of _____, 20__.

PRINCIPAL:

SURETY:

BY: _____

BY: _____

PRINT NAME: _____

PRINT NAME: _____

PRINT TITLE: _____

PRINT TITLE: _____

AND

MAILING ADDRESS:

BY: _____

PRINT NAME: _____

PRINT TITLE: _____

*(Notarization by Surety and copy of
Power of Attorney required.)*

APPROVED AS TO FORM:

BY: _____
City Attorney

CITY OF ROSEVILLE

STANDARD CONSTRUCTION SPECIFICATIONS

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ADOPTION OF STATE SPECIFICATIONS

1. The State of California Department of Transportation (“Caltrans”) Standard Specifications dated 2015, are hereby adopted as the Standard Specifications of the City of Roseville except insofar as they may be modified by these Standard Construction Specifications.

2. Except for Division 1, Section 2, numbering in these Standard Construction Specifications conforms to that in the Caltrans Standard Specifications. The existence of a section in these Standard Construction Specifications means that the corresponding section of the Standard Specifications is modified in some respect. Unless otherwise specified, the modified Standard Specification provisions are deleted entirely, and the provisions of these Standard Construction Specifications are substituted.

DIVISION 1. GENERAL PROVISIONS

SECTION 1. GENERAL

ACCEPTANCE. Shall mean the formal Acceptance by resolution of the Roseville City Council of an entire Contract which has been completed in all respects in accordance with the Plans and specifications and any modifications thereof previously approved, causing a notice of completion to be filed with the County Recorder.

ATTORNEY GENERAL. The City Attorney of the City of Roseville.

CITY ATTORNEY. The City Attorney of the City of Roseville.

CITY CLERK. Shall mean the City Clerk of the City of Roseville.

DEPARTMENT. Shall mean the Department of Public Works of the City of Roseville, also referred to as the Department of Contract Administration. References made to the Department of Transportation otherwise shall mean the State of California Department of Transportation.

DIRECTOR. Shall mean the Public Works Director of the City of Roseville or his or her duly authorized representative.

ENGINEER. Shall mean the Public Works Director of the City of Roseville or his or her duly authorized representative.

ESTIMATED COST. The estimate prepared by the Public Works Director of quantities of work to be performed.

LIQUIDATED DAMAGE. The amount to be deducted from payments due or to become due to the Contractor for delay, as set forth in the Special Provisions.

PLANS. The official Project Plans, Standard Plans, Improvement Plans, Construction Standards, profiles, typical cross sections, general cross sections, working drawings, and supplemental drawings, or reproductions thereof, approved by the Director which show the location, character, dimensions and details of the work to be performed. All such documents are to be considered as a part of the Plans whether or not reproduced in the Special Provisions.

In the above definition, the following terms are defined as follows:

a. Standard Plans - The Standard Plans of the Department of Transportation of the State of California.

b. Project Plans - The Project Plans are specific details and dimension peculiar to the Work and supplemented by the Standard Plans, insofar as the same may apply.

c. Construction Standards - The City of Roseville Design and Construction Standards.

STATE. Reference to the State or State of California shall mean City or City of Roseville unless the reference is to a law or regulation of the State, and reference to Sacramento shall mean Roseville unless otherwise noted.

SECTION 2. BIDDING

SECTION 2 SHALL BE DELETED IN ITS ENTIRETY AND REPLACED WITH THE FOLLOWING:

2-1.01 **PROPOSAL FORMS.** The Department will furnish to each Bidder a standard proposal form, which, when filled out and executed shall be submitted as its bid. Bids not presented on forms so furnished will be disregarded.

The proposal form is bound in a book together with the Notice to Contractors, special provisions, and Contract. The proposal shall set forth for each item of work, in clearly legible figures and words, an item price and a total for the item in the respective spaces provided, and shall be signed by the Bidder, who shall fill out all blanks in the proposal form as required therein.

All items shown on the schedule of bid items shall be properly filled in and shall include all costs of labor, materials, equipment, and State, Federal, or other taxes applicable to the transaction. The completed forms shall be without inter-lineations, erasures or alterations of any nature. If the proposal is made by an individual, his or her name and post office address must be shown; if made by a firm or partnership, the name and post office address of each member of the

firm or partnership must be shown; or if made by a corporation, the proposal shall show the name of the State under the laws of which the corporation was chartered and the names, titles, and business addresses of the president, secretary, and treasurer of said corporation. If the proposal is signed by an agent, a “Power of Attorney” must be filed with the proposal.

The proposal shall be submitted as directed in the “Notice to Contractors” under sealed cover plainly marked as a proposal, and identifying the project to which the proposal relates and the time and date of the bid opening therefor. Proposals which are not properly marked may be disregarded. Proposal forms shall be obtained from the Director of Public Works, City of Roseville, California. Proposal forms are not transferable.

2-1.02 **REJECTION OF PROPOSALS AND DISQUALIFICATION OF BIDDERS.** Proposals may be rejected if they show any alterations of the forms, additions not called for, conditional bids, incomplete bids, erasures or irregularities of any kind. More than one proposal from an individual, firm, partnership, corporation or association under the same or different names, will not be considered. Reasonable grounds for believing that any Bidder is interested in more than one (1) proposal for the work contemplated, will cause the rejection of all proposals in which the Bidder is interested. The City reserves the right to reject any and all proposals.

2-1.03 **PROPOSAL GUARANTY.** All bids shall be presented under sealed cover and accompanied by one (1) of the following forms of Bidder's security.

a. Cash, a cashier's check, a certified check, or a Bidder's bond executed by an admitted California surety insurer, made payable to the City.

b. The security shall be in an amount equal to at least ten percent (10%) of the bid amount. A bid will not be considered unless one (1) of the forms of Bidder's security is enclosed with it.

c. A Bidder's bond will not be accepted unless it conforms to a bond form approved by the City Attorney. Upon request "Bidder's Bond" forms may be obtained from the Department.

2-1.04 **WITHDRAWAL OF PROPOSALS.** Any bid may be withdrawn at any time prior to the time fixed in the public notice for the deadline submission of bids only by written request for the withdrawal of the bid filed with the Director. The request shall be executed by the Bidder or his or her duly authorized representative. The withdrawal of a bid does not prejudice the right of the Bidder to file a new bid. Whether or not bids are opened exactly at the time fixed in the public notice for opening bids, a bid will not be received after the deadline for submission of bids nor may any bid be withdrawn after the time fixed in the public notice for deadline for submission of bids. Immediately following the deadline for submission of bids all bids shall become the property of the City of Roseville and City is under no obligation to return the bids.

2-1.05 **RELIEF OF BIDDERS.** If the Bidder claims a mistake was made in his or her bid, the Bidder shall give the Department written notice within five (5) calendar days after the opening of the bids of the alleged mistake, specifying in the notice in detail how the mistake occurred. No relief from a claimed mistaken bid shall be granted unless such mistake clearly appears on the face of the bid submitted to the City. Claimed mistakes on backup worksheets, spreadsheets, computerized bidding programs, or any other similar calculative bidding mistake which is not apparent on the face of the bid shall not under any circumstance be considered as a

basis for relief. The burden of proving the occurrence of a mistake entitling a Bidder to relief from its bid rests entirely on the Bidder. Relief from bids shall be in the City's sole discretion.

2-1.06 **PREVIOUS DISQUALIFICATION, REMOVAL OR OTHER**

PREVENTION OF BIDDING. A bid may be rejected on the basis of a Bidder, any officer of such Bidder, or any employee of such Bidder who has a proprietary interest in such Bidder, having been disqualified, removed, or otherwise prevented from bidding on, or completing a Federal, State, or local project because of a violation of law or a safety regulation.

2-1.07 **COMPETENCY OF BIDDERS.** If two (2) or more prospective Bidders desire to bid jointly as a joint venture on a single project, they must file an affidavit of joint venture with the Bid on a form approved by the City Attorney, and such affidavit of joint venture will be valid only for the specific project for which it is filed. If such affidavit of joint venture is not filed as aforesaid and approved by the City Attorney prior to the time for awarding bids on the specific project for which it is submitted, a joint bid submitted by said Bidders will be disregarded. No bid will be accepted from or a Contract awarded to any Bidder to whom a proposal form has not been issued pursuant to Section 2-1.06.

2-1.08 **GUARANTY AND WARRANTY.** The Contractor shall guarantee and warrant all materials supplied as being fit for the purpose intended. The Contractor shall guarantee and warrant all work performed as having been accomplished in a proper and workman-like manner. The guarantee and warranty required by this section shall continue for a period of one (1) year after Acceptance of the Work.

Should any failure of the work occur within a period of one (1) year, after Acceptance of the project by the City Council due to faulty materials, poor workmanship, or defective equipment, the Contractor shall promptly make the needed repairs at his or her expense.

The City is hereby authorized to make such repairs if the Contractor fails to make or undertake with due diligence the aforesaid repairs within ten (10) calendar days after being given written notice of such failure; provided, however, that in case of emergency where in the opinion of the Engineer, providing a reasonable attempt has been made to notify the Contractor, delay would cause serious loss or damages, or a serious hazard to the public, the repairs may be made or lights, signs, and barricades erected without prior notice to the Contractor, and the Contractor shall pay the entire cost thereof. At the completion of the work the faithful performance bond may be reduced at the discretion of the City Council to not less than ten percent (10%) of the Contract price to cover said guarantee.

Additional guarantees or warranties may be required by the Special Provisions.

SECTION 3. CONTRACT AWARD AND EXECUTION

3-1.04 **CONTRACT AWARD.** The right is reserved to reject any and all proposals. The award of the Contract, if it be awarded, will be to the lowest responsible Bidder whose proposal complies with all the requirements prescribed. Such award, if made, will be made within sixty (60) calendar days after the public opening of the proposals. If the lowest responsible Bidder refuses or fails to execute the Contract, the Roseville City Council may award the Contract to the second lowest responsible Bidder. Such award, if made, will be made within eighty-two (82) calendar days after the public opening of proposals. If the second lowest responsible Bidder refuses or fails to execute the Contract, the City may award the Contract to the third lowest responsible Bidder. Such award, if made, will be made within one hundred and four (104) calendar days after public opening of the proposals. The above time periods within

which the award of Contract may be made are subject to extension for such further period as may be agreed upon in writing between the City and the Bidder concerned.

All bids will be compared on the basis of the Director's estimate of the quantities of work to be done.

3-1.05 **CONTRACT BONDS.** The successful Bidder, simultaneously with the execution of the Contract, will be required to furnish a payment bond in an amount equal to one hundred percent (100%) of the Contract price, and a faithful performance bond in an amount equal to one hundred percent (100%) of the Contract price; said bonds shall be in a form approved by the City Attorney and shall be secured by a surety company satisfactory to the City Attorney. If the Contract price increases by the issuance of Change Orders, the penal amounts of the bonds required shall increase accordingly.

Furthermore, the successful Bidder shall furnish a certificate from the County Clerk as required by California Civil Code of Procedure Section 995.660(a)(3).

3-1.18 **CONTRACT EXECUTION.** The Contract, in form and contents satisfactory to the City, shall be executed by the successful Bidder and returned, together with the Contract bonds and certificates of insurance within fifteen (15) calendar days after written notice that the Contract has been awarded, or as otherwise directed, in writing, by the City. No proposal shall be considered binding upon the City until the execution of the Contract by the City.

3-1.20 **FAILURE TO EXECUTE CONTRACT.** Section 3-1.20, "Failure to Execute Contract" is added as follows:

“Failure of the lowest responsible Bidder, the second lowest responsible Bidder, or the third lowest responsible Bidder to execute the Contract and file acceptable bonds

and insurance as provided herein within fifteen (15) calendar days, or within a different timeframe specified by City in writing, after such Bidder has received notice that the Contract has been awarded to him or her, shall be just cause for the annulment of the award and the forfeiture of the Bidder's security to the City as Liquidated Damages. The successful Bidder may file with the Roseville City Council a written notice, signed by the Bidder or his or her authorized representative, specifying that the Bidder will refuse to execute the Contract if presented to him or her. The filing of such notice shall have the same force and effect as the failure of the Bidder to execute the Contract and furnish acceptable bonds and insurance within the time prescribed by Section 3-1.18."

SECTION 4. SCOPE OF WORK

There are no amendments to the Standard Specifications.

SECTION 5. CONTROL OF WORK

5-1.02 **CONTRACT COMPONENTS.** These Standard Construction Specifications, the Standard Specifications, the Standard Plans, the Improvement Plans, Construction Standards, Project Plans, project Special Provisions (and any addenda), the Agreement, Contract Change Orders, and all supplementary documents are all essential parts of the Contract between Contractor and the City. A requirement occurring in one (1) is as binding

as though occurring in all. They are intended to be complementary, and to describe and provide for a complete work.

In resolving inconsistencies among two (2) or more sections of the Contract Documents, precedence shall be given in the following order:

- A. Special Provisions
- B. City of Roseville Standard Construction Specifications
- C. City of Roseville Design and Construction Standards
- D. State Standard Specifications and Amendments to the State Standard Specifications, Standard Special Provisions, and Plans
- E. Drawings

Should it appear that the work to be done or any of the matters relative thereto are not sufficiently detailed or explained in these specifications, the special provisions, or the Plans, the Contractor shall apply in writing to the Director for such further explanations as may be necessary and shall conform to them as part of the Contract. In the event of any doubt or question arising respecting the true meaning of these specifications, the special provisions or the Plans, reference shall be made to the Director, whose decision thereon shall be final.

In the event of any discrepancy, between any drawing and the figures written thereon, the figures shall be taken as correct. Detail drawings shall prevail over general drawings.

5-1.20B(5) **CITY OF ROSEVILLE ENCROACHMENT PERMITS.** Section 5-1.20B(5), “City of Roseville Encroachment Permits” is added as follows:

“The Contractor need not obtain a separate encroachment permit from the City prior to construction within street rights-of-way or other City rights-of-way. Execution of the Contract by the City shall be deemed an encroachment permit for work required by

the Contract within rights-of-way. All work shall conform to the rules and regulations of encroachment permits and shall be subject to the inspection and approval of the Director.”

5-1.20B(6) **CITY OF ROSEVILLE BUSINESS LICENSE.** Section 5-1.20B(6), “City of Roseville Business License” is added as follows:

“The Contractor shall obtain a business license from the City prior to commencing work.”

5-1.20B(7) **OTHER PERMITS.** Section 5-1.20B(7), “Other Permits” is added as follows:

“The Contractor in coordination with the Director shall procure any necessary permits which the City has not specifically mentioned as obtaining.”

5-1.31 **JOB SITE APPEARANCE.** The Contractor shall maintain a neat appearance to the work. In any area visible to the public, the following shall apply:

When practicable, broken concrete and debris developed during clearing and grubbing shall be disposed of concurrently with its removal. If stockpiling is necessary, the material shall be removed or disposed of weekly.

The Contractor shall furnish trash bins for all debris from structure construction. All debris shall be placed in trash bins daily. Forms or falsework that are to be reused shall be stacked neatly concurrently with their removal. Forms and falsework that are not to be reused shall be disposed of concurrently with their removal.

Full compensation for conforming to the provisions in this section, not otherwise provided for, shall be considered as included in price paid for the various Contract items of work involved, and no additional compensation will be allowed therefore.

5-1.38 **MAINTENANCE AND PROTECTION RELIEF.** Section 5-1.38 is deleted.

5-1.43 **POTENTIAL CLAIMS AND DISPUTE RESOLUTION.** Section 5-1.43 is deleted in its entirety and replaced with the following:

5-1.43A **NOTICE OF POTENTIAL CLAIM.** The Contractor shall not be entitled to payment for any additional compensation for any act or failure to act by the City, including failure or refusal to issue a Change Order, or for the happening of any event, thing, occurrence or other cause unless he or she shall have given the City due written Notice of Potential Claim as hereinafter specified.

The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation will or may be due, the nature of the costs involved, and, insofar as possible, the amount of the potential claim. The said Notice as above required must have been given to the Director prior to the time that the Contractor shall have performed the Work giving rise to the potential claim for additional compensation, if based on an act or failure to act by the Director, or in all other cases within three (3) Days after the happening of the event, thing, occurrence or other cause giving rise to the potential claim.

If the Notice of Potential Claim does not include complete information about the claim or the parties do not execute a Contract Change Order in connection with the Notice of Potential Claim, Contractor shall submit a complete information about its claim for additional compensation and/or extension of time for performance within fifteen (15) calendar days after such work is performed. Failure to provide written notice of claim prior to undertaking such work or failure to timely submit a complete and specific information about the claim for

additional compensation and/or extension of the time for performance shall be deemed a waiver and abandonment of such claim.

If there is a dispute over any claim, the Contractor shall continue to work during the dispute resolution process in a diligent and timely manner as directed by the City, and shall be governed by all applicable provision of the Agreement.

The Contractor shall maintain cost records of all work that is the basis of any dispute. On a daily basis, Contractor shall submit to City completed daily forms, the format of which will be acceptable to the City, with respect to the Contractor's costs of performing the disputed work. These daily forms shall itemize all of Contractor's costs in performing the disputed work, including, but not limited to, all costs relating to materials, labor and equipment with respect to the disputed work. These daily forms shall provide names or identification and classification of affected workers, the hourly rate of pay and hours worked, and also the size, type, and identification number of equipment and hours operated. Said daily work forms shall be duly signed and verified by the Contractor or its authorized representative. The City's receipt of the Contractors' daily forms shall not constitute an approval of the Contractor's claim. Contractor's failure to submit the daily forms on a daily basis shall constitute a waiver of the Contractor's right to claim any additional compensation for the disputed work.

Each Contractor claim shall include full and complete information concerning the Claim. Contractor shall provide a clear, concise recital of the basis, upon which the claim is asserted, including a designation of the provisions of the Contract Documents upon which the claim is based. Contractor shall also include a statement as to the amount of time and/or compensation sought pursuant to the claim; if Contractor's claim arises from an ongoing occurrence, Contractor shall so state in its claim, including a description of the specific Work activities

affected by the claim. All costs, expenses or damages and extensions of time claimed shall be described in reasonable detail under the circumstances together with complete supporting documentation.

The City will review any timely Notice of Potential Claim and supporting information submitted by Contractor. In conducting this review, the City shall have the right to require the Contractor to submit such additional or supporting documents, data and other information as the City may require.

If an agreement can be reached which resolves the Contractor's claim, the parties will execute a Contract Change Order to document the resolution of the claim. If the parties cannot reach agreement with respect to the Contractor's claim, the Contractor shall still be obligated to comply with the claim identification provisions identified in these Standard Construction Specifications, including but not limited to Section 5-1.43B.

It is the intention of this Section 5-1.43A that differences between the parties arising under and by virtue of the Contract be brought to the attention of the Director at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The Contractor hereby agrees that he or she shall have no right to additional compensation for any Claim that may be based on any such act, failure to act, event, thing or occurrence for which no timely written Notice of Potential Claim as herein required was filed.

5-1.43B **CLAIMS.** Contractor must submit all Claims, for which it has previously submitted a Notice of Potential Claim, prior to Acceptance of the Work. 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.

Upon receipt of a Claim, the City shall conduct a reasonable review of the Claim and, within a period not to exceed forty-five (45) calendar days, or such further time as mutually agreed upon or necessary pursuant to Public Contract Code Section 9204, the City shall provide the Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. If the City does not respond to a Claim from the Contractor within the time specified herein, such Claim shall be deemed rejected in its entirety.

Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) calendar days after the City issues its written statement.

If the Contractor disputes the City's written response, or if the City does not respond within the time specified herein, the Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the City shall schedule a meet and confer conference within thirty (30) calendar days for settlement of the dispute.

Within ten (10) business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City shall provide the Contractor a written statement identifying the portion of the Claims that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claims shall be processed and made within sixty (60) calendar days after the public entity issues its written statement. Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and the Contractor shall mutually agree to a mediator within ten (10) business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a

qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall be responsible for the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the Claim remaining in dispute shall be resolved in accordance with Section 9-1.22.

5-1.46 **FINAL INSPECTION AND CONTRACT ACCEPTANCE.** When the Director has made the final inspection and determines that the Contract work has been completed in all respects in accordance with the Plans and specifications, the Director will recommend that the Roseville City Council formally accept the work, and immediately upon and after such Acceptance by the City, the Contractor will be responsible for the work done for a period of one (1) year.

SECTION 6. CONTROL OF MATERIALS

6-1.03 **LOCAL MATERIALS.** Local material sites used by the Contractor shall be graded so that, at the time of final inspection of the Contract, they will drain and will blend in with the surrounding terrain.

SECTION 7. LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

7-1.02K(2) **WAGES.** The provisions of paragraphs 1 and 2 of Section 7-1.02K(2) of the Standard Specifications are amended to read as follows:

“Pursuant to the provisions of California Labor Code Section 1773, the City has identified the source, stated below, of the general prevailing rate of wages applicable to the

work to be done, for straight time, overtime, Saturday, Sunday 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 workmen concerned. The 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>, and are incorporated herein as part of the Contract.

Pursuant to California Labor Code Section 1773.2, general prevailing wage rates shall be posted by the Contractor at a prominent place at the site of the work.”

7-1.02K(6)(b) **EXCAVATION SAFETY.** For trenches or excavation five feet (5') or deeper, the Contractor shall obtain from the Division of Industrial Safety, a permit authorizing such construction.

7-1.02O **VEHICLE CODE.** Pursuant to the authority contained in Vehicle Code Section 591, the Department has determined that, within such areas as are within the limits of the project and are open to public traffic, the Contractor shall comply with all the requirements set forth in Vehicle Code Divisions 11, 12, 13, 14, and 15. Attention is directed to the statement in Section 591 that this section shall not relieve the Contractor nor any person from the duty of exercising due care. The Contractor shall take all necessary precautions for safe operation of equipment and the protection of the public from injury and damage from such equipment.

7-1.03 **PUBLIC CONVENIENCE.** Section 7-1.03 of the Standard Specifications is amended in part as follows:

1. Delete paragraph 10 (“Install signs, lights, flares . . .”) and substitute the following:

“In order to expedite the passage of public traffic through or around the work, the Contractor shall install signs, lights, flares, temporary railing (type K), barricades, and other facilities for the sole convenience and direction of public traffic as may be required. Also, as may be required, the Contractor shall furnish competent flaggers whose sole duties shall consist of directing the movement of public traffic through or around the work. The cost of furnishing and installing such signs, lights, flares, temporary railing (type K), barricades, flaggers, and other facilities shall be included in the lump sum paid for traffic control and no additional compensation will be allowed therefor.

In addition to the requirements previously specified for furnishing facilities and flaggers to expedite the safe passage of the public through or around the work, the Contractor shall at his or her expense furnish and erect within or adjacent to the work such warning, regulatory, or guide signs, markers, or devices as are necessary.”

2. Add a paragraph at the end of the section to read as follows:

“In addition to the requirements hereinbefore specified for furnishing facilities and flaggers for expediting the passage of public traffic through or around the work, the Contractor shall furnish and erect, within or adjacent to the limits of the Contract, such warning, regulatory, and guide signs as may be required. The Contractor shall furnish, install and remove all such signs. Payment for furnishing, installing and removing all such signs shall be included in the lump sum price paid for traffic control and no additional compensation will be allowed therefor.”

7-1.04 **PUBLIC SAFETY.** It is the intent of the parties that the City is not an exposing, creating, controlling, or correcting employer under California Labor Code Section 6400. In accordance with generally accepted construction practices and State law, the Contractor

shall have the authority and be solely and completely responsible for conditions on the job site, including safety of all persons and property during performance of the Work. Moreover, the Contractor shall be the controlling employer and has the authority and responsibility to enforce worksite safety. The Contractor shall be responsible for conducting daily safety inspections and assuring all hazards and violations are abated. The Contractor is responsible for assuring that all subcontractors adhere to the minimum CAL/OSHA safety requirements and that each subcontractor has an effective CAL/OSHA IIP (Illness and Injury Protection Program) in place that specifically addresses all potential exposures, such as, but not limited to, fall protection, confined space, and trenching/shoring. These requirements shall apply continuously and not be limited to normal working hours. The Contractor shall be responsible for any delay costs or damages in the event the progress of Work is slowed or stopped due to a safety violation.

The services of the Director in conducting construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's Work methods, equipment, bracing or scaffolding, or safety measures, in, on, or near the construction site. If a City employee observes a safety violation, the City employee will report the violation to the Contractor who is then responsible for assuring the violation is abated.

The Contractor is hereby informed that Work on this project could be hazardous. The Contractor shall carefully instruct all personnel working in potentially hazardous Work areas as to potential dangers and shall provide such necessary safety equipment and instructions as are necessary to prevent injury to personnel and damage to property. Special care shall be exercised relative to Work underground.

All Work and materials shall be in strict accordance with all applicable State, City, County, and Federal Rules, Regulations, and Codes, and attention is drawn to the requirements

of CAL/OSHA. The Contractor shall be solely responsible for compliance with all City, County and State blasting requirements and for any damages caused by his or her operations.

In accordance with California Labor Code Section 6705, the Contractor shall submit to the City specific plans to show details of provisions for worker protection from caving ground. This in no way relieves the Contractor from the requirement of maintaining safety in all operations performed by the Contractor or the Contractor's subcontractors. The detailed plan showing design of shoring, bracing, sloping or other provisions shall be prepared by a registered civil or structural engineer in the State of California as required. Acceptance by the City or its designated agent only constitutes acknowledgment of the submission and does not constitute review or approval of the designs, design assumptions or criteria, completeness of submissions, applicability to areas of intended use, nor implementation of the plans, which are solely the responsibility of the Contractor and his or her registered engineer.

Notwithstanding any classifications relative to the Tunnel Safety Orders, Work within confined spaces on this project is subject to the definitions and applicable provisions of California Code of Regulations Section 8400 et seq., Title 8.

The Contractor shall so perform its Work as not to expose personnel to, or to discharge into the atmosphere from any source whatever, smoke, dust, asbestos, toxic chemicals or other air contaminants in violation of the laws, rules, and regulations of the governmental entities having jurisdiction. Contractors or subcontractors removing one hundred or more square feet (100') of asbestos must be "Certified" in accordance with State law. All Work involving exposure to asbestos and all other hazardous materials shall be performed with protection of personnel in compliance with all applicable regulations and safety requirements.

Nothing in these Standard Construction Specifications is to be construed to permit Work not conforming to governing codes. When Contract Documents differ from governing codes, the Contractor shall furnish and install the higher standards called for without extra charge. All equipment furnished shall be grounded and provided with guards and protection as required by safety codes. Where vapor tight or explosion proof electrical installation is required by code, this shall be provided. In accordance with the provisions of Labor Code Section 6707, the Contractor shall provide adequate sheeting, shoring and bracing for employee protection, as provided in the proposal as separate Bid Items.

7-1.05 **INDEMNIFICATION.** The City of Roseville and its officers, agents, employees, and volunteers, including but not limited to the Director, shall not be answerable or accountable in any manner: for any loss or damage that may happen to the work or any part thereof; for any loss or damage to any of the materials or any things used or employed in performing the work; for injury to or death of any person, either workers or the public; or for damage to property from any cause which might have been prevented by the Contractor, his or her workers, or anyone employed by the Contractor or his or her subcontractors.

The Contractor shall be responsible for any liability imposed by law and for injuries to, or death of, any person including, but not limited to, workers and the public, or damage to property resulting from defects or obstructions, or from any cause whatsoever during the progress of the work or at any time before its completion and final Acceptance.

To the fullest extent allowed by law, the Contractor shall defend (through counsel acceptable to the City), indemnify, and save harmless the City of Roseville and its officers, agents, employees, and volunteers from all 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 the performance of the Contract, except as otherwise provided by statute.

The duty of the Contractor to defend, indemnify, and save harmless includes, but is not limited to, the duties to defend as set forth in Civil Code Section 2778. The Contractor waives any and all rights to any type of express or implied indemnity against the City, its officers, agents, employees, or volunteers.

It is the intent of the parties that the Contractor will defend, indemnify, and hold harmless the City of Roseville, its officers, agents, employees, and volunteers from any and all claims, suits, or actions as set forth above regardless of existence or degree of fault or negligence, on the part of the City, the Contractor, the subcontractor or employee of any of these; except the duty does not apply where the injury or damage is due to the sole or active negligence or willful misconduct of the City.

The Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Contract for the full period of time allowed by law. The defense and indemnity obligations of this Contract are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Contract. The parties intend that the defense and indemnity obligations in this Contract shall be broadly construed.

In addition to any remedy authorized by law, so much of the money due the Contractor under and by virtue of the Contract as shall be considered necessary by the City may be retained by the City until disposition has been made of such suits or claims for damages.

The retention of money due the Contractor shall be subject to the following:

A. The City will give the Contractor thirty (30) calendar days' notice of its intention to retain funds from any partial payment which may become due to the Contractor prior

to Acceptance of the Contract. Retention of funds from any payment made after Acceptance of the Contract may be made without such prior notice to the Contractor.

B. No retention of additional amounts out of partial payments will be made if the amount to be retained does not exceed the amount being withheld from partial payments pursuant to Section 9-1.16F, “Retentions,” of the Standard Construction Specifications.

C. If the City had retained funds and it is subsequently determined that the City is not entitled to be indemnified and saved harmless by the Contractor in connection with the matter for which such retention was made, the City shall be liable for interest on the amount retained at the legal rate of interest for the period of such retention.

7-1.06 **INSURANCE COVERAGE.** Section 7-1.06 Insurance in the Standard Specifications shall be deleted in its entirety and replaced with the following:

A. **Evidence of Maintenance Required.** The Contractor shall, at its expense, procure and at all times maintain in full force and effect at a minimum the insurance required by this section on all of its operations; and the Contractor shall not allow any Subcontractor to commence work until similar insurance required of the Subcontractor has been obtained and filed. An original Certificate of Insurance, and copies of all required endorsements, all in a form approved by the Risk Manager, evidencing all required coverage or policies shall be filed after the award of the bid and prior to approval of the Contract by the City Council. Contractor shall provide ten (10) days prior written notice to the City of any reduction of coverage limits or cancellation of the coverage or policies shall be given to the City of Roseville as Certificate holder.

B. **Qualifying Insurers.** With the exception of the State Compensation Insurance Fund, all required insurance policies shall be issued by companies acceptable to the

City and licensed to do business in the State of California and who hold a current policy holders alphabetic and financial size category rating of not less than AVII according to the most recent issue of Best's Insurance Reports.

C. Insurance Required.

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations with limits of no less than Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage for projects under One Million Dollars (\$1,000,000) and limits of no less than Five Million Dollars (\$5,000,000) per occurrence for bodily injury, personal injury and property damage for projects over One Million Dollars (\$1,000,000). If a general aggregate limit applies, either the aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.

The Commercial General Liability insurance shall include the following, copies of which shall be provided:

a. Inclusion of the City of Roseville, and its officers, agents, employees, and volunteers, as additional insureds (except for workers’ compensation) as respects services or operations under the Contract. The additional insured endorsement for the general liability policy shall be at least as broad as the ISO CG 2010 10 01 combined with ISO CGL Endorsement CG 2037 10 01. Any other endorsement must be approved in writing by the City. Endorsements must include coverage for on-going and completed operations, which coverage shall be maintained for four (4) years following completion of the Project. Endorsements shall cover the City of Roseville, its officers, agents, employees, and volunteers.

b. The insurance shall provide coverage for claims by one insured against another insured and the policies shall not contain any cross-suits exclusions, cross-liability exclusions, or insured versus insured exclusions. The policies shall not contain any classification exclusions purporting to deny coverage for any work to be performed by Contractor or any of its Subcontractors.

c. Stipulation that the insurance is primary and noncontributory, as evidenced by a separate endorsement (CG 20 01 04 13 or an equivalent) or section of the policy, and that neither the City nor its insurers will be called upon to contribute to a loss.

d. Such insurance shall specifically cover the contractual liability of the Contractor.

e. 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.

f. Waiver of subrogation endorsement.

g. The Contractor shall furnish a certificate for the period covered.

2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if contractor has no owned autos, Code 8 (hired) and Code 9 (non-owned), with limits of no less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.

3. **Workers' Compensation:** In accordance with the provisions of the California Labor Code, Contractor is required to be insured against liability for Workers'

Compensation or to undertake self-insurance. Statutory Workers' Compensation and Employers' Liability of at least One Million Dollars (\$1,000,000) shall cover all Contractors staff while performing any work incidental to the performance of this Agreement.

4. **Professional Liability:** Professional Liability (Errors and Omission) Insurance appropriate to Contractor's profession, with a limit of liability not less than One Million Dollars (\$1,000,000) per occurrence or claim and Two Million Dollars (\$2,000,000) aggregate to cover all design and engineering services rendered by Contractor pursuant to the Agreement. Coverage must commence from the first day that Contractor or any of its Subcontractors provided any design or engineering services in connection with the Project.

5. **Builder's Risk/Course of Construction Insurance (If Required by Risk Management):** The Contractor shall be responsible for all loss, damage or destruction whatsoever to the work called for by this Contract until the approval of a Notice of Completion or acceptance of the Work if no Notice of Completion is to be recorded.

The Contractor shall secure "All Risk" type of builder's Risk Insurance of the type covering one hundred percent (100%) of the value of the work performed under this Contract (the value is presumed to be the Contract amount unless otherwise stated in Supplemental Conditions) and all materials, equipment, or other items to be incorporated therein while the same are located at the construction site, a bonded warehouse, or its place of manufacture. At any time, the policy shall cover the value of the work completed. The policy shall cover hazards including the losses due to fire, explosion, hail, rain, lightning, flood (separate insurance as needed), vandalism, malicious mischief, wind, collapse, aircraft, and smoke.

The policies providing such insurance shall name the City as a loss payee as its respective interests may appear, and certified copies of such policies shall be filed with the City. The

maximum deductible allowable under the Builder's All Risk policy shall be five percent (5%) of the Contract amount.

Builder's Risk Insurance is not required for coverage of losses in excess of five percent (5%) of the Contract amount for damages resulting from earthquake in excess of a magnitude of 3.5 on the Richter scale, or tidal waves. Coverage in the amount of five percent (5%) of the Contract amount for such losses is required.

6. **Pollution Coverage:** Contractor shall procure pollution liability coverage or other insurance covering claims for bodily injury or property damage arising out of the abatement, removal, storage, transportation, or other exposure to hazardous materials or pollutants, in limits not less than Two Million Dollars (\$2,000,000). Contractor shall add the City and all parties required to be indemnified by Contractor as additional insured on all pollution liability policies.

7. **Higher Coverage Limits:** If Contractor maintains higher coverage limits than the amounts shown above, then the City requires and shall be entitled to coverage for the higher coverage limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

8. **Claims Made Coverage:** Liability insurance coverage may not be written on a "claims made" or modified occurrence basis. The Certificate of Insurance must clearly provide that the coverage is on an "occurrence" basis.

7-1.06A **OTHER INSURANCE PROVISIONS.**

A. The requirements of the Standard Specifications as to types and limits of insurance coverage to be maintained by the Contractor, and any approval of insurance by the City, are not intended to, and shall not in any manner limit or qualify the liabilities and

obligations otherwise assumed by the Contractor pursuant to the Contract, including, but not limited to, the provisions concerning indemnification, nor preclude the City from taking any other action available to it under any other provision of the Contract or law.

B. The City acknowledges that some insurance requirements contained in these Standard Specifications may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by Contractor under the Contract. Any self-insurance must be approved in writing by the City, in its sole discretion and shall not reduce the limits of liability. Any deductibles or self-insured retentions (“SIR”) must be declared on the certificate of insurance and approved by City in writing. 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.

C. The Contractor agrees to include in its contracts with all subcontractors the same requirements and provisions of this Contract, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor’s work. Furthermore, the Contractor shall require its subcontractors to agree to be bound to the Contractor and the City in the same manner and to the same extent as the Contractor is bound to the City under this Contract. Additionally, the Contractor shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of the City’s indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request. Alternatively, the Contractor may insure subcontractor(s) under its own policy.

D. The City, its officers, agents, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under California Insurance Code Section 11580.04.

E. The limits of insurance required in this Contract 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 the City (if agreed to in a written contract) before the City's own insurance shall be called upon to protect it as a named insured.

F. The insurance procured by Contractor shall be subject to the approval of the City, but any acceptance of insurance certificates by the City shall in no way limit or relieve Contractor of its duties and responsibilities under the Agreement.

G. Contractor shall be responsible for all premiums, deductibles, and self-insured retention applicable to the insurance it is required to procure under the Contract. All deductibles or self-insured retentions over five hundred thousand dollars (\$500,000) must be approved by the City, in writing. Contractor shall be responsible for all deductibles, self-insured retention payments, and/or increased premiums incurred if the City's policies of insurance are forced to cover damages or respond to claims for which Contractor or its Subcontractors were obligated to provide insurance under the Contract.

H. Failure of the City to enforce in a timely manner any of the requirements of these insurance provisions shall not act as a waiver to enforcement of any of these provisions at a later date.

I. Contractor's indemnity obligations shall not be limited by these insurance provisions and shall survive the expiration of the Contract and the insurance provisions of the Contract shall likewise not be limited by the indemnity provisions of the Contract.

J. THE CITY RESERVES THE RIGHT TO WITHHOLD ANY PROGRESS PAYMENTS TO THE CONTRACTOR IN THE EVENT OF NONCOMPLIANCE WITH ANY INSURANCE REQUIREMENTS.

SECTION 8. PROSECUTION AND PROGRESS

8-1.04 **START OF JOB SITE ACTIVITIES.** The Contractor shall begin work by the date specified in the "Notice to Proceed" letter, and the Contractor shall thereafter diligently prosecute the work to completion.

The Contractor shall notify the Director, in writing, of his or her intent to commence work at least seventy-two (72) hours before work is begun. The notice shall specify the date on which the Contractor intends to begin work. If a project has more than one (1) location of work, a separate notice shall be given for each location.

Should the Contractor begin work in advance of issuance of a "Notice to Proceed," any work performed in advance of such issuance shall be considered to have been done at Contractor's own risk and as a volunteer.

SECTION 9. PAYMENT

9-1.11C **PAYMENT INCLUSIONS.** The following is added to Section 9-1.11C

Payment Inclusions:

“No additional compensation will be made to the Contractor for claims of increased overhead costs occurring within the originally specified construction Contract period plus any time extensions granted by Change Order. No compensation for extended performance will be granted unless the delay exceeds more than half of the float time available at the time of the delay.”

9-1.16E(4) **STOP NOTICE WITHHOLDS.** The City may, at its option and at any time, retain out of amounts due the Contractor, sums sufficient to cover claims (including costs and attorneys’ fees), filed pursuant to California Civil Code Section 9350 et seq.

9-1.16F **RETENTIONS.** The Department shall retain five percent (5%) of the Contract price as part security for the fulfillment of the Contract by the Contractor.

9-1.16G **PAYMENT OF WITHHELD FUNDS.** Section 9-1.16G, “Payment of Withheld Funds” is added as follows:

“Except as otherwise prohibited by law, the Contractor may elect to receive all payments due under the Contract pursuant to without any retention. If the Contractor so elects, a deposit with the City of securities with a value equivalent to the retention that would otherwise be withheld by the City shall be made. Said security shall be as provided in California Public Contract Code Section 22300, and shall be approved by the City both as to sufficiency and form. In the alternative, the Contractor may elect to deposit such securities in an escrow account and enter into a standard form Escrow

Agreement for Security Deposits in Lieu of Retention. Blank Agreements are available from the Public Works Director and the City Attorney's Office.”

9-1.17 **PAYMENT AFTER CONTRACT ACCEPTANCE.** “Final Payment” shall be made in accordance with this section. The Contractor shall, after the completion of the Contract, submit a final estimate of the amount of work done thereunder and the value of such work. Upon approval of the estimate by the Director, the City of Roseville shall pay the entire sum so found to be due after deducting therefrom all previous payments and all amounts to be kept and all amounts to be retained under the provisions of the Contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment. The final payment shall not be due and payable until the expiration of thirty five (35) calendar days from the date of Acceptance of the work by the City Council, and thirty-five (35) calendar days after filing of the Notice of Completion with the County of Placer.

No certificate given or payments made under the Contract, except the final certificate or final payment, shall be conclusive evidence of the performance of the Contract, either wholly or in part, and no payment (including the final payment) or certificate shall be construed to be an Acceptance of any defective work or improper materials. Final payment shall not release the Contractor from one (1) year guarantee of the work as provided in Section 7-1.17, “Acceptance of Contract” and Section 2-1.12 “Guarantee and Warranty” of these Specifications.

SECTION 14. ENVIRONMENTAL STEWARDSHIP

14-8.02 **NOISE CONTROL.** The provisions of Section 14-8.02 of the Standard Specifications are amended by adding the following:

“The Contractor shall additionally conform to the provisions of Roseville Municipal Code Chapter 9.24 where such provisions are more restrictive than these specifications.”

14-9.01 **AIR QUALITY GENERAL.** The provisions of Section 14-9.01, “Air Quality General” of the Standard Specifications are amended by adding the following:

“Material to be disposed of shall not be burned unless the Contractor has obtained a permit to burn combustible material resulting from clearing and grubbing operations from the Placer County Air Pollution Control District and City of Roseville Fire Marshall. A copy of the permits shall be filed with the Director

before beginning any burning. All such burning shall be conducted in strict conformance with the provision stipulated in said permits and at such times and in such manner as to prevent fire from spreading to areas adjoining the right-of-way.”

14-11.02A **ASBESTOS REMOVAL AND DISPOSAL.** Section 14-11.02A, “Asbestos Removal and Disposal” is added as follows:

“The Contractor shall comply with all rules, regulations, statutes and ordinances regarding asbestos removal and disposal, including but not limited to, 42 U.S.C. Sections 7401, 7412 and 7601 and 40 C.F.R. Part 61, Subpart M.

If the Contractor discovers that a building to be demolished or renovated contains asbestos containing material, the Contractor shall immediately cease work and notify the City.”

END OF STANDARD SPECIFICATIONS

TEXT OF AB 626

Assembly Bill No. 626

CHAPTER 810

An act to add and repeal Section 9204 of the Public Contract Code, relating to public contracts.

[Approved by Governor September 29, 2016. Filed with Secretary of State September 29, 2016.]

LEGISLATIVE COUNSEL'S DIGEST

AB 626, Chiu. Public contracts: claim resolution.

Existing law prescribes various requirements regarding the formation, content, and enforcement of state and local public contracts. Existing law applicable to state public contracts generally requires that the resolution of claims related to those contracts be subject to arbitration. Existing law applicable to local agency contracts prescribes a process for the resolution of claims related to those contracts of \$375,000 or less.

This bill would establish, for contracts entered into on or after January 1, 2017, a claim resolution process applicable to any claim by a contractor in connection with a public works project. The bill would define a claim as a separate demand by the contractor for one or more of the following: a time extension for relief from damages or penalties for delay, payment of money or damages arising from work done pursuant to the contract for a public work, or payment of an amount disputed by the public entity, as specified.

This bill would require a public entity, defined to exclude certain state entities, upon receipt of a claim sent by registered or certified mail, to review it and, within 45 days, provide a written statement identifying the disputed and undisputed portions of the claim. The bill would authorize the 45-day period to be extended by mutual agreement. The bill would require any payment due on an undisputed portion of the claim to be processed within 60 days, as specified. The bill would require that the claim be deemed rejected in its entirety if the public entity fails to issue the written statement.

This bill would authorize, if the claimant disputes the public entity's written response or if the public entity fails to respond to a claim within the time prescribed, the claimant to demand to meet and confer for settlement of the issues in dispute. The bill would require any disputed portion of the claim that remains in dispute after the meet and confer conference to be subject to nonbinding mediation, as specified. The bill would provide that unpaid claim amounts accrue interest at 7% per annum. The bill would prescribe a procedure by which a subcontractor or lower tier contractor may make a claim through the contractor.

This bill would require the text of these provisions, or a summary, to be set forth in the plans or specifications for any public work which may give rise to a claim. The bill would specify that a waiver of these rights is void and contrary to public policy, except as specified. The bill would also specify that it does not impose liability on a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

By increasing the duties of local agencies and officials, this bill would impose a state-mandated local program.

This bill would, on January 1, 2020, repeal the provision establishing the claim resolution process.

This bill would specify that these provisions constitute a matter of statewide concern.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to these statutory provisions.

The people of the State of California do enact as follows:

SECTION 1. Section 9204 is added to the Public Contract Code, to read:

9204. (a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each

party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

SECTION 2.

The Legislature finds and declares that it is of statewide concern to require a charter city, charter county, or charter city and county to follow a prescribed claims resolution process to ensure there are uniform and equitable procurement practices.

SECTION 3.

If the Commission on State Mandates determines that this act contains costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.

SPECIAL PROVISIONS

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SPECIAL PROVISIONS FOR THE CITY OF ROSEVILLE 2020 RESIDENTIAL RESURFACING PROJECT

SCOPE OF SPECIAL PROVISIONS

The work described in these Special Provisions shall be performed in conformance with the latest editions of the City of Roseville Standard Construction Specifications, City of Roseville Design and Construction Standards, 2015 State of California Standard Specifications, Amendments to the 2015 Standard Specifications (dated 04-20-18), 2015 Standard Special Provisions, and 2015 Standard Plans, except insofar as these Special Provisions may modify them.

With the exception of section 2, "Bidding," numbering in these Special Provisions conforms to that in the State Standard Specifications. The existence of a section in these Special Provisions means that the corresponding section in the Standard Construction Specifications, State Standard Specifications, and/or State Revised Standard Specifications is modified in some respect.

The construction materials, payments, etc., for items of work shown in the proposal and on the plans, but not specifically mentioned in these Special Provisions are referred to the Standard Construction Specifications, State Standard Specifications, and/or State Revised Standard Specifications for conformance.

DISCREPANCIES AND OMISSIONS

Replace section 5-1.02 with:

A component in one Contract part applies as if appearing in each. The parts are complementary and describe and provide for a complete work.

Any discrepancies or omissions found in the Contract Documents shall be reported to the Engineer immediately. The Engineer will clarify discrepancies or omissions, in writing, within reasonable time.

In resolving inconsistencies among two or more sections of the Contract Documents, precedence shall be given in the following order:

1. Special Provisions
2. City of Roseville Standard Construction Specifications
3. City of Roseville Design and Construction Standards
4. Amendments to the 2015 State Standard Specifications (dated 04-20-18)
5. 2015 State Standard Specifications
6. 2015 State Standard Plans
7. Drawings

Addenda shall take precedence over all sections referenced therein. Figure dimensions on Drawings shall take precedence over general Drawings. Detailed Drawings shall take precedence over General Drawings. Specific specifications take precedence over a general specification. Specification in a section takes precedence over a specification referenced by that section.

If a discrepancy is found or confusion arises, submit an RFI.

DIVISION I GENERAL PROVISIONS

1 GENERAL

Add to section 1-1.01:

Bid Items and Applicable Sections

Item code	Item description	Applicable section
120159A	Temporary Paint For Pavement Markings, Striping, and Markers	12
130300A	Placement and Maintenance of BMPs	13
370120A	½ Inch Polymer Modified Asphalt Rubber (PMAR) Chip Seal (Black Rock)	37
378000A	Micro-Surfacing (Type II)	37
378001A	Micro-Surfacing (Type III)	37
840501A	Thermoplastic Pavement Markings, Striping, and Markers	84
846030A	Remove Pavement Markings, Striping, and Markers	84

Add to section 1-1.06:

BMP	Best Management Practice
CAMUTCD	California Manual on Uniform Traffic Control Devices
PMAR	Polymer Modified Asphalt Rubber

Add to section 1-1.07B:

Roseville Cape Seal: An application of ½-inch PMAR Chip Seal with an application of Micro-Surfacing on top. The ½-inch PMAR Chip Seal and Micro-Surfacing shall conform to the requirements specified in these Special Provisions.

Replace the definition for holiday in section 1-1.07B with:

Holiday: Holiday shown in the following table:

Holidays

Holiday	Date observed
New Year's Day	January 1st
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Day	December 25th

When a designated holiday falls on a Saturday or Sunday, the preceding Friday or following Monday (respectfully) shall be a designated holiday.

2 BIDDING

Add section 2-1.00, "SCOPE" as follows:

The bidder's attention is directed to the provisions in section 2, "Proposal Requirements and Conditions", of the Standard Construction Specifications for the requirements and conditions which he/she must observe in the preparation of the proposal form and the submission of the bid.

Add section 2-1.09, "OBTAINING PLANS AND SPECIFICATIONS" as follows:

A Project Manual, including all Contract Documents and the Proposal forms for bidding this project, may be purchased or downloaded on-line from Public Purchase service at <http://www.publicpurchase.com/>.

The service requires that the Contractor establish a username and password in order to download and/or order plans and specifications.

Add section 2-1.10, "SUBMITTAL OF PROPOSALS" as follows:

In addition to the requirements of the Notice to Contractor's and the Standard Construction Specifications, proposals must be submitted to the City Clerk, under sealed cover and plainly marked on the outside, 2020 Residential Resurfacing Project no later than the date and time of public submittal of proposals as specified in the Notice to Contractor's. Any addenda to these Special Provisions or other contract documents shall be acknowledged where indicated.

Add section 2-1.11, "QUESTIONS" as follows:

Question shall be submitted in writing to <http://www.publicpurchase.com/> no later than 7 working days prior to the bid opening. Questions submitted after the above listed deadline will not be addressed. The City will respond in writing to the questions no later than 3 working days prior to the bid opening.

3 CONTRACT AWARD AND EXECUTION

Add to section 3-1.02A:

This project has been set up using a Base Bid/Alternate Bid format. The City of Roseville shall determine the apparent lowest responsive/responsible bidder, at the time of bid opening, based on the lowest total of the Base Bid plus the Alternative Bid items. The City of Roseville, if it chooses to award, shall award the lowest responsible/responsive bidder based on the lowest total of the Base Bid plus any Alternative Bid item(s) at the City's discretion. Depending on budget constraints, the actual project may, at the City's discretion, include items from only the Base Bid or from the Base Bid plus one or more Alternate Bid items. The Contractor must submit for all Base Bid and all Alternate Bid items. No response or response of zero on any bid item shall be deemed a non-responsive bid.

Add section 3-1.21, "ADDITIONAL CONTRACT DOCUMENTS" as follows:

The Engineer will furnish to the Contractor on request and free of charge, 5 copies of the contract documents, and 5 sets of full size plans. Copies of contract documents or plans in addition to that which will be provided by the Engineer may be obtained by paying the actual cost of reproducing the contract documents or plans.

4 SCOPE OF WORK

Add to section 4-1.01:

The project consists of placement of a Chip Seal, Micro-surfacing, or a Cape Seal to portions of residential streets in various Roseville neighborhoods and Automall Drive. The roadway improvements in general include striping and vegetation removal, temporary pavement delineation, permanent pavement delineation, traffic control, and resurfacing.

Add to the list in the 1st paragraph in section 4-1.06B:

3. During the progress of the work, if material is discovered that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed and disposed at a Class I, Class II, or Class III disposal site in accordance with provisions of existing law, the party discovering such conditions shall promptly notify the other party in writing before conditions are disturbed and before the affected work is performed.

Add to section 4-1.13:

The Contractor shall remove all temporary pavement delineation.

Prior to submitting the final payment request, the Contractor shall remove all reference markings (i.e. USA markings, striping reference points, utility reference points) placed during the course of work.

5 CONTROL OF WORK

Add to section 5-1.01:

All work is subject to inspection and approval by the Engineer. The Contractor shall notify the Engineer, along with all affected utility companies, 2 working days in advance of the start of work to coordinate and schedule inspection staff.

The City will provide 1 inspector and 1 resident engineer for an 8 hour day and 40 hour per week basis only, excluding designated City, State, or Federal holidays. The Contractor shall reimburse the City in the amount of \$150.00 per hour for inspection and \$200.00 per hour for Resident Engineer costs for time in excess of 8 hours per day, 40 hours per week, or inspection performed during designated City, State, or Federal holidays. Designated City holidays are listed in section 1-1.07B, "Glossary."

The Contractor shall provide a competent person during normal working hours to assist the Engineer, when required, in checking the Contractor's layout and for measuring quantities for payment purposes.

The Contractor shall cooperate with the Engineer so that checking and measuring may be accomplished with the least interference to the Contractor's operations.

Add to Section 5-1.20A:

The Contractor shall cooperate with other forces constructing, relocating, and/or modifying facilities within the project limits. The Contractor shall coordinate his work with that of others, including utility companies, to prevent delays.

It is understood and agreed that the Contractor has considered in his bid all of the permanent and temporary utility appurtenances in their present and/or relocated positions as shown on the plans or as described in the specifications, and that no additional compensation will be allowed for any delays, inconvenience, or damages sustained due to any interference from said appurtenances or the operation of moving them. In addition, the Contractor shall not be allowed any additional compensation for delays of inconvenience sustained by the Contractor due to the City not having City-supplied equipment ready for pick-up. In such a case, the City may increase the number of working days for the contract.

Five days prior to beginning work, the Contractor shall provide to the Engineer, in writing, the name and telephone number of a representative who is directly involved with this project, and under the supervision of the Contractor. The Contractor's representative may be contacted by City staff during non-working hours including nights, weekends and holidays in the case of any public inconvenience and/or emergency relating to the Contractor's operations. The Contractor representative shall not be replaced by another company employee for the duration of the project without a written explanation from the Contractor which has been approved by the Engineer. Should a new representative be used, he/she shall be knowledgeable of the project, the events, and/or revisions that may be occurring.

City of Roseville Maintenance forces may undertake crack filling or pavement repair work concurrently with the Contractor's work. The Contractor shall cooperate with these forces and schedule so that the work can progress to completion in a minimum time frame.

Add to section 5-1.20B(1):

The Contractor shall obtain a business license from the City of Roseville prior to performing the work.

The Contractor may use water from City of Roseville fire hydrants provided that the required permits are obtained and the Contractor has paid the associated fees.

Add to section 5-1.20B(4)

The Contractor is responsible for making arrangements to stock-pile and store equipment outside the public right of way as work is performed. Personal vehicles of the Contractor's employees shall not be parked on the traveled way, shoulders, or private property, including any section closed to public traffic.

The Contractor shall secure easements at their own expense for any areas required for plant sites, storage of equipment or materials, or for any other purposes. Before occupying any easement area, the Contractor shall provide the Engineer a written statement from each property owner verifying easement acquisition.

Staging areas located on private property shall be restricted to properties where the property owner has given written authorization to the Contractor for use of said property. The Contractor shall submit, at the preconstruction conference, documentation of the written authorization from the property owner(s). Prior to final acceptance of the project, the Contractor shall provide the Engineer a written statement of release from each property owner that granted an easement for the Contractor's operations.

Replace section 5-1.26 with:

5-1.26 CONSTRUCTION SURVEYS

The Contractor shall be responsible to provide all surveys to control the lines, elevations and dimensions of the work in conformance with the plans. Any deviation from the lines, elevations and dimensions shown on the plans must receive prior approval from the Engineer. Where new construction connects to existing facilities, the Contractor shall check and establish the exact location prior to construction of the facility.

The Contractor shall be responsible for the accuracy of his/her own layout work and shall be responsible and liable for the preservation of all established lines, grades and layout points. Stakes damaged or destroyed by the public, or operations of the Contractor, will be replaced at the Contractor's expense.

Add to section 5-1.36C(1) of the Revised Standard Specifications:

The Contractor shall notify Underground Service Alert (USA) at (800) 642-2444 at least 72 hours in advance of beginning work on the project. The Contractor is cautioned that there are underground and overhead utility facilities within the work area including telephone, electrical, cable television, gas, water and sanitary sewer transmission facilities, and storm drainage collection facilities.

The scope of this project is not anticipated to interfere with existing underground or overhead utilities other than to raise manhole covers to grade as necessary. However, the Contractor shall take notice of existing utility covers and trench lines. The Contractor shall use extreme caution when excavating, raising manholes, and paving in the vicinity of such facilities.

The Contractor shall visit the site of the proposed work and determine the quantity and location of the manholes, valve covers and utility appurtenances to be encountered in the proposed work area and adjust his/her bid accordingly. Damage to such utilities resulting from the Contractor's operations to complete the project shall be repaired at the Contractor's expense.

Where possible conflicts exist, the Contractor shall verify the grade and location of existing underground utilities by careful hand digging prior to beginning work. In the event the Contractor discovers existing utilities within the limits of the excavation, the Contractor shall immediately notify the Engineer and the affected utility owner by the most reasonable expeditious method and later confirm in writing. All required relocation of existing facilities that interfere with the work shall be made by the owning agencies.

All existing utilities are to remain in service during construction. The Contractor shall be required to work around existing utility poles that will remain in the curb or sidewalk. The Contractor shall also be required to work around existing utility poles that are not within the actual pavement sections. Minor changes in alignment of slopes shall be made to avoid direct conflict that will interfere with the intended purpose of the facility.

Prior to Chip Seal, Micro-surfacing, or Roseville Cape Seal operations, the Contractor shall mark the location of all covers with temporary pavement markers and submit to the Engineer an inventory of all manhole covers, miscellaneous covers and lids located within the streets to be repaired. Cape Seal, Micro-surfacing, or Roseville Seal Coat operations shall not commence until the Contractor's and Engineer's inventory list agree. The Contractor shall be responsible for properly removing and disposing the temporary pavement markers.

Replace Reserved in section 5-1.36C(2) of the Revised Standard Specifications with:

It shall be the responsibility of the Contractor to protect existing roadway facilities (including but not limited to culverts, manholes, monuments, railings, signs, traffic signal detectors, and other roadway appurtenances). Facilities damaged due to the Contractor's operations shall be repaired or replaced, as directed by the Engineer, at the Contractor's expense.

In the event that a sign is knocked down or street maintenance type work is required in the City of Roseville, the Contractor shall immediately call Street Maintenance at (916) 774-5790 or (916) 847-1611 during non-business hours so a repair crew can be dispatched. If traffic signal detector facilities, signal or lighting facilities are cut or damaged during construction, Traffic Signal Maintenance shall be immediately contacted at (916) 774-5339 or at (800) 745-8894 during non-business hours. Traffic signal detector loops shall be replaced within 24 hours; Traffic signal wiring shall be repaired immediately.

The surfaces of all roadway facilities within the limits of work (i.e. manhole covers, water valve covers, monument lids, etc.) shall be protected from the Chip Seal, Micro-surfacing or Roseville Cape Seal application. All material used to protect the facilities shall be removed and disposed of properly after the resurfacing work. After the resurfacing work, the surfaces of all roadway facilities shall have a clean surface.

Replace section 5-1.36D of the Revised Standard Specifications with:

Preservation of survey monuments and markers encountered along the line of the work shall conform to the following:

The Contractor shall notify the Engineer of monuments encountered and shall not remove or damage said monument, these must be protected in place. If the monument is damaged due to the Contractor's work the Contractor shall notify the Engineer prior to re-establishing the monument and the Contractor shall be responsible for the cost of referencing, resurvey, and replacement of the monument or marker. Replacement of survey monuments and boxes shall be as set forth under section 78-2, "Survey Monuments" of the Standard Specifications.

6 CONTROL OF MATERIALS

Add to section 6-2.02A:

Material testing for this project will be provided by the Contractor as set forth in section 6 of the State Standard Specifications and the most current City of Roseville's Quality Assurance Program. The Contractor shall perform all testing to verify compliance with the Specifications of any and all materials furnished by the Contractor. The Contractor shall submit and receive the Engineer's approval of all compliance test results prior to incorporating materials into the project. The Contractor may elect to place material without the approved certificates of compliance and mix designs at Contractor's own risk. The Contractor shall notify the Engineer in writing to get the approval of placement of material without approved certificates of compliance and mix design, and \$10,000 will be withheld from the Contractor's progress payment for each certificate of compliance and mix design until the certificate of compliances and mix designs are submitted and approved.

Samples, certificates of compliance, lists of materials and material sources, access to facilities, requests for testing and all other data relating to material testing shall conform to section 6 of the State Standard Specifications, "Control of Materials." Contractor shall provide the Engineer with 5 working days' notice of the need for material testing.

7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

Add to section 7-1.02K(5):

Construction working hours will be 7:30 AM to 5:30 PM, Monday thru Friday.

Automall Drive working hours will be 9:00 PM to 6:00 AM, Sunday and Monday.

All Micro-surfacing of Automall Drive shall be completed in one night. Micro-surfacing of Automall Drive shall not occur on a Monday or Sunday of a holiday weekend as described in these special provisions, Cesar Chavez Day (3/31/2021) (April 2-5, 2021), and Columbus Day (10/12/2020) (October 9-12, 2020).

In addition to other notifications required by the special provisions, Contractor shall notify the business along Automall Drive of the scheduled resurfacing operation in writing 5 business days prior to the resurfacing operation.

Sweeping along Automall Drive maybe completed during construction working hours.

Requests for authorization to perform work outside of the working hours, must be made at least 72 hours in advance.

Add to section 7-1.03:

The Contractor shall immediately remove all asphalt material on gutters, sidewalks, and driveways that was tracked or sprayed by equipment or personnel under the Contractor's control.

Add to section 7-1.04:

The Contractor shall cooperate with and notify the local police and fire departments, refuse, ambulance services, transit, and Public Works Street Division of proposed construction operations 2 days before work is to begin.

The Contractor shall be responsible to notify, in writing and in person, and coordinate their schedule with schools that may be in or adjacent to the projects area.

8 PROSECUTION AND PROGRESS

Add to section 8-1.01:

The Contractor shall prepare a Traffic Control Plan that conforms to section 12, "Temporary Traffic Control."

The work shall be performed in conformance with the phases of construction shown on the Contractor's Traffic Control Plan. Non-conflicting work in subsequent phases may proceed concurrently with work in preceding phases.

For Chip Seal, Micro-surfacing, or Roseville Cape Seal streets:

1. Calibrate.
2. Micro-surfacing Test Strip.
3. Place and maintain Best Management Practices (BMP). The BMPs shall remain in place until final sweeping is completed, accepted and then remove.
4. Remove vegetation, striping, and sweep streets prior to placing the Chip Seal, and Microsurfacing operations of work.
5. Place temporary painted striping.
6. Place ½ -inch polymer modified Asphalt Rubber chip seal.
7. Roll and sweep ½ -inch polymer modified asphalt rubber chip seal.
8. Place temporary painted striping.
9. Sweep streets prior to placing the micro-surfacing application.
10. Place micro-surfacing
11. Roll streets.
12. Sweep curbs, gutter, sidewalk and streets after rolling is completed.
13. Follow sweeping schedule.
14. Place permanent striping.
16. Follow sweeping schedule.

After resurfacing the roadway and before the roadway is opened for use by the public, the Contractor shall place temporary pavement delineation.

Micro-surfacing shall be placed no earlier than 7 calendar days after Chip Seal operation on roads to receive the Roseville Cape Seal as shown on the plans.

Permanent pavement delineation shall be installed no earlier than 7 calendar days and no later than 14 calendar days after the Chip Seal, Micro-surfacing, or Roseville Cape Seal application.

Replace section 8-1.02 with:

8-1.02 SCHEDULE

The Contractor shall submit a progress schedule to the Engineer at the preconstruction conference. The progress schedule shall state the street name, the anticipated start and completion dates and the type of construction operation anticipated for each street, and an alternate date in the event the Contractor does not meet their schedule. Work that exceeds the stated completion date shall be understood as being out of conformance with the progress schedule and these Special Provisions. Strict conformance to the progress schedule shall be maintained and should the Contractor not meet their schedule liquidated damages shall apply as outlined in these Special Provisions, the only acceptable delay is due to weather. The Contractor shall submit a revised progress schedule within 5 working days of the Engineers written request.

Scheduling of change orders or extra work orders is the responsibility of the Contractor. The Contractor shall revise the schedule to incorporate all activities involved in completing the change orders or extra

work order and submit it to the Engineer for review and approval. With the concurrence of the Engineer, change or extra work orders of a magnitude less than \$500 do not need to be scheduled, unless the order affects the project schedule or other outside parties.

If the Engineer finds the Contractor is entitled to an extension of any completion date under the provisions of the contract the Engineer's determination of the total number of days extension will be based upon the current analysis of the schedule and upon data relevant to the extension.

Replace section 8-1.03 with:

8-1.03 PRECONSTRUCTION CONFERENCE

Prior to the start of construction, a preconstruction conference will be called by the Engineer for the purpose of discussing with the Contractor the scope of work, contract drawings, specifications, existing conditions, materials to be tested, equipment to be used, and all essential matters pertaining to the prosecution and the satisfactory completion of the project as required. The Contractor's representation at this conference shall include all major superintendents for the work and may include major Subcontractors and material suppliers.

In addition to the preconstruction conference, there will be a pre- micro-surfacing meeting to discuss the micro-surfacing operations and layout, working hours, traffic control plans, and the Subcontractors performing the work shall be present.

The Contractor shall be responsible to coordinate utility relocations within the project area. Coordination of utilities within the project limits, including relocations and maintenance of existing facilities and additions thereto, shall be confirmed in writing by utility representatives and the Contractor at this conference or within 5 working days thereafter.

Add to section 8-1.04:

The Notice to Proceed will be issued when the following conditions are met:

1. The average of the daily high temperature for the preceding two weeks is greater than 75°F, and
2. There was no measurable precipitation during the preceding two weeks and no precipitation is forecasted for the following two weeks

Add to section 8-1.05:

All work shall be completed within 30 working days after the date of the Notice to Proceed letter.

A punch list will be created after all bid items have been completed by the Contractor and it shall be the Contractor's responsibility to notify the Engineer in writing that all bid items have been completed. All punch list items shall be completed within the specified contract working days. The project will not be accepted until all punch list items have been completed.

Replace section 8-1.10A with:

8-1.10A General

The City specifies liquidated damages (Pub Cont Code § 10226). Liquidated damages, if any, accrue starting on the 1st day after the expiration of the working days through the day of Contract acceptance except as specified in sections 8-1.10B and 8-1.10C.

Liquidated damages shall be paid to the City by the Contractor in the amount of \$2,400 per day.

The Engineer will provide written notice of non-conformance to the Contractor within 24 hours of the violation. All Contractor's equipment, machinery, traffic control, and personnel shall be off of the pavement and all lanes shall be open to traffic to be considered as full compliance.

Any progress payment made after the completion date shall not be construed as a waiver of liquidated damages.

Replace section 8-1.10B with:

8-1.10B Failure to Complete Work Parts within Specified Time

The Contractor shall stop placement of micro-surfacing 2 hours prior to the last scheduled working hour for the roadway. The Contractor shall pay to the City liquidated damages of \$1,000 per hour for each

hour, or portion of an hour, that micro-surfacing is placed beyond 2 hours prior to the last scheduled working hours.

The roadway shall be fully opened to traffic by the end of the roadways last working hour. The Contractor shall pay to the City liquidated damages of \$1,000 per hour for each hour, or portion of an hour, after the last working hour is exceeded and that a traveled lane remains closed due to the Contractor's operations.

After the working hours of the roadways are exceeded by 1 hour of the last working hour, the Contractor shall pay to the City liquidated damages of \$2,000 per hour for each hour, or, portion of an hour, that a traveled lane remains closed due to the Contractor's operations.

The Engineer will provide written notice of non-conformance to the Contractor within 24 hours of the violation. All Contractor's equipment, machinery, traffic control, and personnel shall be off of the pavement and all lanes shall be open to traffic to be considered as full compliance.

Any progress payment made after the completion date shall not be construed as a waiver of liquidated damages.

Replace section 8-1.10C with:

8-1.10C Failure to Complete work by Specified Time

The Contractor shall pay to the City liquidated damages of \$1,000 per day for each day, or portion of a day, should the micro-surfacing schedule not be met as outlined in section 8-1.02, "Schedule" of these Special Provisions. The Contractor shall pay to the City liquidated damages of \$600 per day for each day, or portion of a day, that a street is not swept as outlined in sections 37-2.03I and 37-3.03C(8), "Sweeping" of these Special Provisions.

The Engineer will provide written notice of non-conformance to the Contractor within 24 hours of the violation. All Contractor's equipment, machinery, traffic control, and personnel shall be off of the pavement and all lanes shall be open to traffic to be considered as full compliance.

Any progress payment made after the completion date shall not be construed as a waiver of liquidated damages.

Add to section 8-1.13:

The Contractor is responsible for all material and/or equipment necessary to perform the project as specified. Should the City have to supply the Contractor with time, material, or equipment to complete work beyond that which is specified herein, the Contractor shall be billed accordingly.

9 PAYMENT

Add to section 9-1.02A:

Payment for all work bid at a price per unit of measurement will be based upon actual quantities of work as measured upon completion. The City does not expressly or by implication agree that the actual amount of work or materials of any class will correspond to the estimated quantities given in the proposal. The Contractor shall make no claim for anticipated profits, or loss of profit, for damages, or for any extra payment whatever because of any difference between the amount of work actually done or materials furnished and the estimated amount.

Add to section 9-1.16A:

The Contractor shall submit all requests for progress payments using the forms included in Appendix A:

Form CC1: Progress Payment Request - This form is to be completed and signed by the Contractor and attached as a cover sheet to its request for payment. This will be mandatory on all contract requests.

Form CC2: Progress Payment Request – Detail - This form may be used by the Contractor to provide the detail required to verify payment quantities. (City will accept the Contractor's standard form if it provides the required information).

Form CC3: Quantity Change Verification Form - This form is required before any payment can be made based on actual quantities exceeding estimated quantities. At the conclusion of the contract, the City will issue a "Balancing Change Order" incorporating all quantity increases and decreases in the contract items of work.

Replace Reserved in section 9-1.17A with:

The Contractor shall submit:

Form CC4: Final Release Form - This form must accompany all requests for final payment (see Appendix A).

DIVISION II GENERAL CONSTRUCTION

12 TEMPORARY TRAFFIC CONTROL

12-1 GENERAL

Add to section 12-1.01:

Attention is directed to sections 7-1.03, "Public Convenience," 7-1.04, "Public Safety," and 12, "Temporary Traffic Control," of the Revised State Standard Specifications, State Standard Specifications, Standard Construction Specifications, and these Special Provisions. Nothing in these Special Provisions shall be construed as relieving the Contractor from the requirements of section 7-1.04, "Public Safety."

12-3 TEMPORARY TRAFFIC CONTROL DEVICES

Replace Reserved in section 12-3.11B(5) with:

For public knowledge, contractor shall furnish and install C48 (CA) Construction Project Funding Identification Signs at locations as shown in Appendix F or as determined by the Engineer. Sign panel details are included in Appendix F. Contractor shall install each 48"x30" sign on 1 4"x4" post and each 96"x60" sign on 2 4"x4" posts. The posts shall be supplied by the contractor and set 3 feet below finished grade in 1 foot diameter holes and filled with gravel. The Contractor shall make sure that the signs do not obstruct motorists' view or impede pedestrian or cyclists travel. Once the project has been completed, the contractor shall take down the signs and posts. Contractor shall return the signs to City Corporation Yard.

The sign panels must be framed, single-sheet aluminum panels complying with section 82-2 of the State Standard Specifications.

The background on the sign must be Type II retroreflective sheeting.

12-4 MAINTAINING TRAFFIC

Add to section 12-4.01A:

At the preconstruction conference, the Contractor shall submit a Traffic Control Plan showing traffic control measures and/or, if approved, detours for vehicles and pedestrians affected by the construction work. A minimum of 5 working days will be required to review and provide the Contractor with comments on the plan. The Contractor shall revise the plan per the City's comments until the plan is accepted by the Engineer. The Contractor will not be allowed to begin work until the Engineer has accepted the traffic control plan.

The Contractor shall be responsible for informing the public of the traffic conditions existing within the construction area at all times by placement of appropriate warning and advisory signs. The Contractor shall provide and maintain all traffic control and safety items. The Contractor assumes sole and complete responsibility for job and site conditions during the course of construction, including safety of all persons and property. This requirement shall apply continuously 24 hours per day and shall not be limited to normal working hours.

The Traffic Control Plan shall cover all stages of work, per site, and include (but not limited to) the following information and detail: (1) Street closures and detours; (2) construction, warning, detour and restriction signs, including "No Parking", "Loose Gravel", "Construction Area Speed limit Signs, "and "Bump Ahead" signs; (3) temporary striping and pavement markers; (4) barricades; (5) flashing arrow signs; (6) lighted message boards; (7) portable delineators; (8) traffic cones; (9) lights, flares, flaggers, and spacing's.

A copy of the accepted Traffic Control Plan must be kept at the job site at all times.

Temporary lane closures will be allowed only during approved working hours. Contractor shall provide at least 1 lane in each direction on all existing streets throughout the construction project unless otherwise approved in writing by the Engineer.

When work is performed within an intersection, the Contractor shall place the traffic signal in red flash. The Contractor shall submit a Red Flash Request form at least 48 hours in advance of placing a traffic signal on flashing red. The City shall provide written approval prior to signal reprogramming. The Red Flash Request Form is included in Appendix B. If no work is being performed with an intersection, the Contractor shall place the traffic signal into normal operations.

At all intersections, the Contractor shall provide a minimum of 2 flaggers per intersection while the intersections are in red flash, or as determined by the Engineer.

The Contractor shall diligently progress with operations within signalized intersections and communicate with the Engineer for restoring signalized intersections to normal operations once the Contractor's operations are complete within the limits of signalized intersections.

The Contractor shall cooperate with and notify the local police and fire department, ambulance services, post office, refuse collectors, schools and school districts, transit, and residents of proposed construction operations and traffic control operations a minimum of 5 working days before work is to begin in each work area. If changes are made to the Traffic Control Plan, Contractor shall re-notify at least 2 working days before work is to begin. In addition, the Contractor shall make available a 24 hour telephone number in case of emergencies and/or problems.

The Contractor will be responsible for notifying residents and businesses of the proposed construction. Notifications shall be distributed to residents and businesses within a 100 foot radius of the job limits, including residents and businesses located on streets adjacent to the construction.

Notifications to affected residents and businesses within the Chip Seal, Micro-surfacing, or Cape Seal areas and shall consist of 2 phases which shall be performed for the Chip Seal and Micro-surfacing applications.

The first phase notifies the affected residents and businesses of the upcoming construction through the use of "door hanger" type formatted notifications. The notification shall state the street name, the working hours, and the anticipated begin and completion dates for each street. A sample of the required notification is located within Appendix C of these Special Provisions. The Contractor shall distribute the door hanger notifications a minimum of 5 working days in advance of the Chip Seal. This shall be repeated for the Micro-surfacing portion of work. At the preconstruction conference, the Contractor shall provide the Engineer a copy of the proposed notification letter for acceptance.

Notifications shall be tucked neatly in doorjamb, handles, or partially under mats. Notifications shall not be glued, stapled, tacked, or otherwise attached to property. The Contractor shall take care to stay on designated walkways during delivery of notifications, and be polite to citizens encountered.

The second phase consists of the Contractor posting "No Parking" signs on barricades 48 hours prior to the Chip Seal on streets that allow parking. The "No Parking" signs shall also include the exact working day that the resurfacing work will take place. A warning indicating that vehicles will be towed away at the owner's expense shall also be included on the "No Parking" signs. In addition, the Contractor shall make available a 24 hour telephone number in case of emergencies and/or problems and shall post the telephone number on the "No Parking" signs. The Contractor shall be responsible for placing temporary "No Parking" signs in advance of any construction activity. Barricades shall be placed a maximum of 500 feet apart, on both sides of the affected street. This shall be repeated for the Micro-surfacing portion of work. At the preconstruction conference, the Contractor shall provide the Engineer a copy of the proposed notification "No Parking" for acceptance.

The Contractor shall be responsible for placing "Construction Speed Limit" signs on both sides of the affected street 1 hour prior to the street being opened to traffic. The speed limit for the "Construction Speed Limit" signs cannot be less than 10 mph below the posted speed. At the preconstruction conference, the Contractor shall submit to the Engineer a sample "Construction Speed Limit" sign for acceptance. Signs shall be placed a maximum of 500 feet apart, on both sides of the affected street.

Emergency access to driveways, intersections, and residential streets shall be maintained at all times. If vehicles are parked in the working area, the Contractor shall not attempt to move the vehicle. The Contractor shall notify the Engineer immediately, and the Engineer shall make proper arrangements to remove the vehicle.

Lane and street closure shall not be allowed without proper advance warning devices, signing and flag persons in conformance with the State Standard Specifications and these Special Provisions. At the completion of each working day, all lanes of traffic shall be open to the public. Street closure shall not be allowed on schedule refuse collections days.

The provisions in this section shall not relieve the Contractor from his/her responsibility to provide such additional devices or take such measures as may be necessary to comply with the provisions in Section 7-1.09, "Public Safety."

Traffic Control shall include all labor, tools, equipment and materials required to provide, maintain, and remove all signage, flagmen, temporary barricades, and appurtenances to provide traffic control within the project limits as set forth in the State Standard Specifications, California Manual on Uniform Traffic Control Devices (CAMUTCD), these Special Provisions, and as directed by the Engineer.

The Contractor shall have on their payroll a competent person responsible for all traffic control required for this project. The person shall be on site at all times whenever traffic control is in effect. Contractor shall identify this person at the preconstruction conference.

Should the Contractor decide to subcontract the traffic control portion of this project, the Subcontractor shall be available as previously described. In addition, the Contractor shall also appoint a person to oversee the traffic control operations. The Contractor's appointee shall be available and responsible to implement the necessary traffic control plan according to the accepted traffic control plan and the latest edition of the California Manual on Uniform Traffic Control Devices (CAMUTCD).

Any vehicle used to place, maintain, or remove components of a traffic control system on multilane highways at night shall be equipped with a Type II flashing arrow sign which shall be in operation at all times while the vehicle is being used for placing, maintaining, or removing said components. The sign shall be controllable by the operator of the vehicle while the vehicle is in motion.

During the working hours, the Contractor may, with the Engineer's approval, close 1 of the traffic lanes in each direction of existing 4 lane and 6 lane roads, to perform the required work. Lane closure shall not be allowed without proper advance warning devices and signing, and flag person control in conformance with the State Standard Specifications and these Special Provisions. The Engineer shall be the sole judge of the spacing, length, and sequence of the lane closure areas. At the completion of each working day, all existing lanes of traffic shall be maintained open to traffic and temporary traffic markers shall be placed (if necessary). Provisions must be made for the uninterrupted passage of emergency vehicles through the project limits at all times, regardless of controlled traffic conditions existing at the time.

If any component in the traffic control system is displaced, or ceases to operate or function as specified, from any cause, during the progress of the work, the Contractor shall immediately repair said component to its original condition or replace said component and shall restore the component to its original location.

If there is a discrepancy and/or the Traffic Control Plan submitted and approved by the City is not followed Contractor shall correct the discrepancy within 1 hour. If this is not mitigated the Contractor will stop work as directed by the Engineer.

Replace section 12-4.02A(2) with:

8-4.04A(2) Definitions

See section 1-1.07B of these Special Provisions for designated holidays.

Add to section 12-4.02C(3)(a):

Non-compliance with the traffic lane closure hours as specified in these Special Provisions shall result in a deduction from the Contractor's progress payment(s) as specified in section 8-1.10B.

Replace Reserved in section 12-4.10 with:

Full compensation for conforming to all requirements specified in section 12, "Temporary Traffic Control," excluding section 12-6, "Temporary Pavement Delineation," shall be considered as included in the contract lump sum price paid for "Traffic Control System."

12-6 TEMPORARY PAVEMENT DELINEATION

Add to section 12-6.01:

Nothing in these Special Provisions shall be construed as reducing the minimum standards specified in the California MUTCD or as relieving the Contractor from the responsibilities specified in Section 7-1.04, "Public Safety."

Whenever existing thermoplastic traffic stripes, pavement markings and pavement markers are obliterated the minimum temporary pavement delineation to be provided shall be a single coat of waterborne traffic line paint applied in conformance with section 84, "Markings" of the State Standard Specifications and these Special Provisions.

Temporary striping traffic paint shall be placed in three stages of work; temporary traffic striping shall be placed after existing thermoplastic striping is removed, after chip seal placement, and after micro-surfacing placement. In addition, after any existing thermoplastic pavement striping, markings, and pavement markers or temporary paint has been obliterated by Chip Seal, Micro-surfacing, or Roseville Cape Seal operations, another (single) coat of waterborne traffic line paint shall be installed prior to opening the traveled way to public traffic or as determined by the Engineer. No significant difference in alignment between temporary paint and the final thermoplastic stripes and markings shall be allowed. If, in the opinion of the Engineer, a misalignment exists it shall be repaired to the satisfaction of the Engineer at the Contractor's expense. The temporary paint shall be the same color as the lane line or centerline the markers replace.

The temporary paint shall be applied at an approximate rate of 1 gallon per 215 square feet.

The use of temporary raised pavement markings will only be permitted for use after the micro-surfacing is placed and shall only be used for lane line delineation, and placement with adhesive nailing is not permitted. All raised pavement markers shall be removed prior to the placement of thermoplastic traffic stripes and pavement markings are installed.

The use of temporary raised pavement markers will not be permitted wherever permanent thermoplastic traffic stripes or pavement markers or markings are to be installed.

Add to section 12-6.03B:

Temporary lane line or centerline delineation consisting entirely of painted pavement markers placed on longitudinal intervals of not more than 24 feet shall be used on lanes open to public traffic for a maximum of 14 days. Prior to the end of the 14 days, the permanent pavement delineation shall be placed. If the permanent pavement delineation is not placed within the 14 days, additional temporary pavement delineation shall be provided at the Contractor's expense. The additional temporary pavement delineation to be provided shall be equivalent to the pattern specified for the permanent pavement delineation for the area, as determined by the Engineer.

If no-passing centerline pavement delineation is obliterated, install the following temporary no-passing zone signs before opening lanes to traffic:

1. W20-1 (Road Work Ahead) sign from 1,000 to 2,000 feet in advance of the no-passing zone
2. R4-1 (Do Not Pass) sign at the beginning of the no-passing zone and at 2,000-foot maximum intervals within the no-passing zone
3. W7-3a (Next ___ Miles) plaque beneath the W20-1 sign for continuous zones longer than 2 miles
4. R4-2 (Pass With Care) sign at the end of the no-passing zone

The Engineer determines the exact location of temporary no-passing zone signs. Maintain the temporary no-passing zone signs in place until you place the permanent no-passing centerline pavement delineation.

Remove the temporary no-passing zone signs when the Engineer determines they are no longer required for the direction of traffic.

Add section 12-6.03C with:

Whenever edgelines (including golf cart lane lines and/or bike lane lines) are obliterated, the edgeline delineation to be provided for that area adjacent to lanes open to public traffic shall consist of a solid 4 inch wide traffic stripe of the same color as the stripe the temporary edgeline delineation replaces.

Traffic stripe (4 inch wide) placed for temporary edgeline delineation shall be applied in conformance with the manufacturer's recommendations.

Temporary edgeline delineation shall be removed when no longer required for the direction of public traffic, as determined by the Engineer or when the permanent pavement delineation is installed.

Add to section 12-6.04:

Full compensation for conforming to all the requirements specified in section 12-6, "Temporary Pavement Delineation" shall be considered as included in the lump sum contract price paid for "Temporary Paint for Pavement Markings, Striping, and Markers."

13 WATER POLLUTION CONTROL

13-1 GENERAL

Add to section 13-1.01A:

BMP devices shall conform to those shown within the City of Roseville's Storm Quality BMP Guidance Manual for Construction. The acceptable DI protection is shown in Appendix D of these Special Provisions and shall be installed and maintained by the Contractor. BMP's shall remain in place during the full construction processes, plastic and or roofing paper is not acceptable to be used for drainage covers.

Add to section 13-1.04:

Full compensation for conforming to all requirements specified in section 13, "Water Pollution Control" shall be considered as included in the contract unit price paid per each for "Placement and Maintenance of BMPS."

14 ENVIRONMENTAL STEWARDSHIP

14-8 NOISE AND VIBRATION

Add to section 14-8.02:

Noise level requirements shall apply to all equipment used on the project including, but not limited to, trucks, transit mixers or transient equipment that may not be owned by the Contractor. The use of loud signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

15 EXISTING FACILITIES

Add section 15-2 as follows:

15-2 ADJUST EXISTING FACILITIES TO GRADE

15-2.01 GENERAL

15-2.01A Summary

Section 15-2 includes specifications for adjusting existing facilities in the roadway to grade.

Work in this section shall conform to these Special Provisions, State Standard Specifications, and City of Roseville Construction and Design Standards.

The contractor shall take extreme care to ensure the lip at utility covers does not exceed 3/8 of an inch after resurfacing. Contractors shall adjust the utility covers to grade that exceed this requirement.

All frames, grates, or covers of existing manholes, valve boxes, or other existing facilities shall be adjusted to grade no later than 5 working days after the streets have been resurfaced.

Existing utilities may conflict with the construction of the proposed replacement sections. The Contractor shall be required to coordinate the removal and relocation of the utility facility by the utility company. It shall be the Contractor's sole responsibility to effect the coordination and it shall be deemed, upon submission of a proposal, that the Contractor has reviewed field conditions and coordinated the removal

and relocation of utility facilities with utility companies as required. The Contractor may be required to alter the work schedule and assignment of forces to prevent conflict with the utilities. No additional compensation may be claimed because of delays due to utility relocation. The Contractor will not be assessed liquidated damages, and additional work days will be granted when a delay is caused by the failure of the owner of the utility facility to provide for removal or relocation of existing utility facilities.

The Contractor is encouraged to drive the limits of construction prior to bid to obtain an accurate number of frames and covers that are, or may be, affected by this project.

The Contractor shall provide traffic control for all phases of adjusting manholes and utility boxes in accordance with the provisions of section 12, "Temporary Traffic Control."

15-2.02 MATERIALS

Not used.

15-2.03 CONSTRUCTION

15-2.03A General

The Contractor shall adjust all City owned facilities to within 3/8 inch of finished grade. Handholes in the pavement for traffic signal detector loops do not need to be marked or adjusted to grade. All non-City owned facilities shall be raised by the owner of the utility. The Contractor shall be responsible for coordinating all work with owners of non-City owned utilities.

The floors of all manholes shall be covered in a manner approved by the Engineer to prevent debris from entering the system during adjustment. Manhole bottoms shall be cleaned of all debris after adjustments are made. Should the Contractor damage existing facilities when adjusting them to grade, the cost to replace and reinstall the new facility shall be borne by the Contractor.

It is the Contractor's responsibility to identify utility covers and its components that were clearly damaged prior to the start of work. Upon showing proof of such unsalvageable components, the Engineer shall make arrangements to supply the Contractor the necessary replacement materials. Utilities damaged by the Contractor shall be replaced at the Contractor's expense.

The Engineer may require the Contractor to immediately remove manhole covers and drop inlet grates for inspection and cleaning.

15-2.03B Raising Manhole Heads

1. City owned manhole heads shall be brought to the 3/8 inch below new grade by raising the head with concrete. However, the space between the top of the excavated manhole and the bottom of the casting to be set can be eliminated by installing no more than one grade ring per manhole. A grade ring shall be used only if the manhole cover surface can be maintained parallel to the street surface, and the ring is secure in all aspects as determined by the Engineer.
2. Excavations to raise manhole heads to the new pavement grade shall be such that there is a minimum of 1 foot clear circumference of the excavated pavement. The minimum depth of the annular region formed shall be 2 inches below the finish grade of the casting flange.
3. Castings shall be thoroughly cleaned of all loose or cracked concrete prior to reinstallation. The excavated area and casting shall be wet down thoroughly prior to receiving mortar or concrete. The mortar and concrete used shall be placed or shovel sliced to prevent voids between existing head and casting.
4. The finished grade of the manhole head and asphalt concrete shall be checked with a straight edge spanning the diameter of the asphalt cut around the manhole head. The horizontal elevation difference between the manhole head and the new asphalt shall not exceed 3/8 inch in any direction.
5. Manhole heads shall be completely raised the same day that the pavement patch is made to permit full use of traffic at the end of that day. Manhole heads set in concrete may be barricaded where approved by the Engineer.

15-2.03C Raising Water Valve Boxes and Sewer Boxes

1. Raising water valve and sewer boxes to the grade of 3/8 inch below the new pavement surface shall include furnishing and placing new boxes, standpipe risers, and liners as required.

2. The Contractor shall ensure that the box covers are not covered with asphalt emulsions and/or coatings during paving operations. Standpipes shall be clean and free of paving materials and debris.
3. The water valve operating nut shall be left fully exposed after all paving operations have been completed.
4. Existing boxes may be reused if they are G-5 Christy boxes and lids and the valve box covers and frames are not damaged, deficient, or broken. Water valve boxes shall be replaced with new G-5 Christy boxes and lids. Sewer boxes shall be replaced with matching boxes or as determined by the Engineer. Boxes damaged by the Contractor shall be replaced at the Contractor's expense.
5. All standpipes shall extend a minimum of 2 inches into the raised water valve boxes.
6. The finished grade of the boxes and asphalt concrete shall be checked with a straight edge spanning the diameter of the asphalt cut around the box. The horizontal elevation difference between the box and the new asphalt shall not exceed 3/8 inch in any direction.
7. Boxes shall be completely raised the same day that the pavement patch is made to permit full use of traffic at the end of that day. If unable to completely raise a water valve box by the end of that day, as a temporary measure, the Contractor shall place asphalt cutback in the depression to match adjacent surfaces. Barricades shall not be used overnight.

15-2.03D Raising Other Facilities

1. All other City owned facilities shall be brought to 3/8 inch below the new grade. Other City owned facilities include but are not limited to electric vaults, air release valve boxes, blow off boxes, and cathodic protection facilities.
2. Excavations to raise all other City owned facilities to the new pavement grade shall be such that there is a minimum of 1 foot clear circumference of the excavated pavement.
3. Castings shall be thoroughly cleaned of all loose or cracked concrete prior to reinstallation. The excavated area and casting shall be wet down thoroughly prior to receiving mortar or concrete. The mortar and concrete used shall be hand placed or shovel sliced to prevent voids between the existing facility and casting.
4. The finished grade of the facility and asphalt concrete shall be checked with a straight edge spanning the diameter of the asphalt cut around the facility. The horizontal elevation difference between the facility and the new asphalt shall not exceed 3/8 inch in any direction.
5. Facilities shall be completely raised the same day that the pavement patch is made to permit full use of traffic at the end of that day.

15-2.04 PAYMENT

Full compensation for conforming to all requirements specified in section 15-2, "Adjust Existing Facilities to Grade" shall be considered as included in other items. The Contractor shall obtain written authorization from the Engineer prior to placement of material. This contract bid item shall be paid only on the basis of written authorization from the Engineer. No additional compensation shall be due the Contractor for complying to this item.

DIVISION V SURFACINGS AND PAVEMENTS

37 BITUMINOUS SEALS

Replace section 37-2 of the Revised Standard Specifications with:

37-2 POLYMER MODIFIED ASPHALT RUBBER (PMAR) CHIP SEAL

37-2.01 GENERAL

37-2.01A Summary

Section 37-2 includes specifications for applying a bituminous surface stress absorbing membrane (SAM) or stress absorbing membrane interlayer (SAMI) composed of a single application of polymer modified asphalt rubber (PMAR) material and pre-coated aggregate with an application of a micro-surfacing over the screenings, the combination of which is hereby referred to as "Roseville Cape Seal" in accordance with these specifications and no warm mix additives shall be permitted.

The PMAR Chip Seal shall conform to the requirements of section 37-2 these Special Provisions. The micro-surfacing shall conform to the requirements of section 37-3 of these Special Provisions and the State Revised Standard Specifications.

37-2.02 MATERIAL

37-2.02A Asphalt Cement

The grade of asphalt cement utilized to manufacture the polymer modified asphalt rubber binder shall be PG 64-16 and conform to section 92 of the Standard Specifications and the requirements of the following table:

Asphalt Cement Grading Requirements			
Climate	AASHTO M 226 ASTM D 3381	AASHTO M 20 ASTM D 946	SHRP Grading
Cold	AC2.5, AC-6 or AC-10 AR-2000	120-150 or 200-300	PG 52-28
Moderate	AC-5 or AC-10 AR-2000 or AR-4000	85-100 or 120-150	PG 58-22 or 64-16
Hot	AC-10 or AC-20 AR-4000 or AR-8000	60-70 or 85-100	PG-16 or PG-70

37-2.02B Asphalt Modifier

The asphalt modifier shall be a resinous, high flash point, aromatic hydrocarbon compound and shall conform to the requirements in the following table:

Asphalt Modifier Requirements		
Test Parameter	ASTM Designation	Requirement
Viscosity, cSt. At 212°F (100°C)	D 445	19-36 +/- 3*
Flash Point, COC, °F (°C)	D 92	410 °F (210°C) min
Molecular Analysis: Asphaltenes, percent by weight	D 2007	0.1 max.
Aromatics, percent by weight	D 2007	55 min.

The Contractor shall propose the viscosity requirement of the asphalt modifier, the viscosity range shall be between 19 and 36, and shall be submitted in writing to the Engineer. Any proposed changes to these requirements requested by the Contractor, including the viscosity requirement, shall require a new polymer modified asphalt rubber binder design.

37-2.02C Granulated Reclaimed Tire Rubber

The crumb rubber modifier (CRM) shall be produced from the processing of automobile and truck tires. The rubber shall be produced by ambient temperature grinding processes only. The styrene-butadiene-styrene (SBS) polymer shall be a linear or radial type of polymer with a molecular weight sufficient enough to meet the end result physical binder requirements. The gradation of the CRM and SBS polymer when tested in accordance with ASTM C-136 (dry sieve only) and using a 50 gram sample, shall meet the requirements in the following table:

CRM and SBS Polymer Grading Requirements		
Sieve Size	Reclaimed Tire CRM Percent Passing	SBS Polymer Percent Passing
#8 (2.36 mm)	100	As directed by the binder supplier
#10 (2 mm)	95 – 100	As directed by the binder supplier
#16 (1.18 mm)	45 – 75	As directed by the binder supplier
#30 (600 µm)	2 – 20	As directed by the binder supplier
#50 (300 µm)	0 – 10	As directed by the binder supplier
#200 (75 µm)	-	As directed by the binder supplier

The use of CRM from multiple sources is acceptable provided that the overall blend of rubber meets the gradation requirements.

The individual CRM particles, irrespective of diameter, shall not be greater in length than 3/16 of an inch (5mm).

The CRM shall have a specific gravity of 1.15 ± 0.05 as determined by, and shall be free of loose fabric, wire and other contaminants except that up to 4 percent (by weight of rubber) calcium carbonate or talc may be added to prevent the rubber particles from sticking together. The rubber shall be sufficiently dry so as to be free flowing and not produce a foaming problem when blended with the hot asphalt cement. The CRM and SBS Polymer shall be accepted by certification from the approved supplier. The Reclaimed Tire CRM material shall conform to the chemical analysis in the following table:

Reclaimed Tire CRM Chemical Requirements

Test	ASTM Test Method	Minimum	Maximum
Acetone Extract	D 297	6.0%	16.0%
Ash Content	D 297	-	8.0%
Carbon Black Content	D 297	28.0%	38.0%
Rubber Hydrocarbon	D 297	42.0%	65.0%
Natural Rubber Content	D 297	22.0%	39.0%

37-2.02D Polymer Modified Asphalt Rubber Binder

The temperature of the blended paving grade asphalt cement and asphalt modifier mixture shall not be less than 375°F (190°C) nor more than 425°F (219°C) when the CRM and the SBS Polymer are homogenously blended in the field. The combined materials shall be reacted for a minimum of 60 minutes after the incorporation of all the CRM and SBS Polymer. When the reaction is complete, the polymer modified asphalt rubber binder shall meet the following criteria in the following table:

Specification Limits for Polymer Modified Asphalt Rubber Binder

Test	Min. Max.	Hot Climate	Moderate Climate	Cold Climate
Apparent viscosity, 347°F (175°C) Spindle 3 @ 12 RPM: cps (ASTM D 2669)	Min. Max.	1500 3500	1500 3500	1500 3500
Cone Penetration, 77°F (25°C), 150g, 5 sec; 1/10 dm (ASMT D 217)	Min. Max.	15 40	20 70	25 100
Softening Point, °F (°C) (ASTM D 36)	Min.	150°F (66°C)	140°F (60°C)	130°F (54°C)
Resilience, 77°F (25°C), % (ASTM D 3407)	Min.	40	30	20

Climate Definitions

Hot Climate	Average July Max @ 110°F (43°C) Average January Low @ 30°F (-1°C) or above
Moderate Climate	Average July Max @ 100°F (38°C) Average January Low @ 15 – 30°F (-9 – -1°C)
Cold Climate	Average July Max @ 80°F (27°C) Average January Low @ 15°F (-9°C) or lower

Note: Certain climates may overlap the above, defined areas. When in doubt of the type of asphalt cement to utilize, always look to the lower penetration materials in the hot temperature range and the higher penetration materials in the low temperature range.

The viscosity shall be conducted by using a hand held HAAKE VISCOMETER, with rotor 1, 24mm in depth x 53mm in height, or equivalent. The reacted polymer modified asphalt rubber binder shall be maintained at a temperature of not less than 395°F (202°C) and not more than 425°F (219°C).

If material in a batch of polymer modified asphalt rubber binder is not used within 6 hours after the reaction period is complete, heating of the material shall be discontinued. When the polymer modified asphalt rubber binder temperature cools below 395°F (202°C) and is then reheated, it shall be considered a reheat cycle. The total number of reheat cycles shall not exceed 2. The binder material shall be uniformly reheated to a temperature of not less than 395°F (202°C). Additional scrap tire CRM may be added to the reheated polymer modified asphalt rubber binder and reacted for a minimum of 30 minutes and shall not exceed 10 percent of the total binder weight. Reheated polymer modified asphalt rubber binder shall conform to the requirements for blended polymer modified asphalt rubber binder.

37-2.02E Polymer Modified Asphalt Rubber Binder Formulation

The polymer modified asphalt rubber supplier, shall furnish to the Engineer within 15 days of the Notice to Proceed, the polymer modified asphalt rubber binder formulation shall contain the following information:

Asphalt Cement

1. Source of Asphalt Cement
2. Grade of Asphalt Cement
3. Percentage of Asphalt Cement by total weight of the PMAR mixture

Asphalt Modifier

1. Source of Modifier
2. Grade of Modifier
3. Percentage of Modifier by total weight of the PMAR mixture

Reclaimed Tire Rubber (CRM)

1. Source of CRM
2. Grade of CRM
3. Percentage of CRM by total weight of the PMAR mixture

SBS Polymer

1. Source of SBS Polymer
2. Grade of SBS Polymer
3. Percentage of SBS Polymer by total weight of the PMAR mixture

If CRM from more than one source is to be utilized, then the above information will be required from each source.

37-2.02F Aggregate Cover Material

Aggregate shall be composed of clean and durable crushed rock or crushed gravel conforming to the following requirements.

The aggregate used for the ½-inch PMAR Chip Seal (Black Rock) shall be black rock aggregate. The black rock aggregate shall be 100% crushed with no rounded particles, volcanic in origin and black in color. The material shall be free from vegetation and other deleterious substances. The use of gray or light-colored aggregate shall not be allowed. The Contractor shall specify in the bid proposal the name and location of the black rock aggregate quarry. The Contractor shall submit samples and test results of the black rock aggregate to the Engineer for review and acceptance.

The ½-inch PMAR Chip Seal (Black Rock) shall conform to all requirements outlined in section 37-2 Polymer Modified Asphalt Rubber (PMAR) Chip Seal.

Proposed aggregate samples shall be submitted to the asphalt rubber supplier prior to the preparation of the mix design to test the aggregate for stripping characteristics. All testing results shall be submitted to the Engineer.

If the aggregate is to be crushed stone, it shall be manufactured from sound, hard, durable material of accepted quality and crushed to specification size. All strata, streaks and pockets of clay, dirt, sandstone,

soft rock or other unsuitable material accompanying the sound rock shall be discarded and not allowed to enter the crusher.

If the aggregate material is to be crushed gravel, it shall consist of hard, durable fragments of stone or gravel of accepted quality and crushed to specification size. All strata, streaks, pockets of sand, excessively fine gravel, clay or other unsuitable material including all stones, rocks and boulders of inferior quality shall be discarded and not allowed to enter the crusher. The crushing of the gravel shall separate the #4, 3/8 and 1/2 inch (4.75, 9, and 12 mm) sieves and shall have a minimum 95% of the particles with a minimum of one mechanically fractured face and 90% of the particles shall have a minimum of two mechanically fractured faces.

The crushed aggregate shall not contain more than 8% by weight of flat or elongated pieces and shall be free from wood, roots and vegetable or other organic extraneous matter. The crushed coarse aggregate shall have a percentage of wear not more than 7 percent at 100 revolutions and not more than 30 percent at 500 revolutions, as determined by ASTM C131.

The aggregate shall show no evidence of disintegration nor show a total loss greater than 12% when subjected to 5 cycles of the sodium sulfate accelerated soundness test specified in ASTM C88.

The crushed aggregate or crushed gravel shall have a percentage of wear not more than 7 percent at 100 revolutions and not more than 30 percent at 500 revolutions, as determined by ASTM C131 or California Test Method 211 and shall conform to the following additional quality requirements:

Test	Test Method	Requirement
Cleanness Value	Cal. Test 227	85 min.
Durability Index	Cal. Test 229	70 min.

The crushed aggregate or gravel for PMAR binder applications shall meet the requirements for gradation given in the table titled "Aggregate Gradation Requirements – 1/2 inch Aggregate Gradation," when tested in accordance with ASTM C136. This aggregate shall be a durable aggregate with a specific gravity (coarse bulk SSD) ranging from 2.6 – 2.8, California Test Method 206.

When tested in accordance with ASTM C136, the crushed aggregate for polymer modified asphalt rubber applications shall meet the requirements for gradation given in the following table:

Aggregate Gradation Requirements

1/2 inch Aggregate Gradation

Sieve Size	Percent Passing
3/4 inch (15 mm)	100
1/2 inch (12 mm)	95 – 100
3/8 inch (9 mm)	70 – 85
1/4 inch (4.75 mm)	0 – 15
#8 (2.36 mm)	0 – 5
#200 (75 µm)	0 – 1

The aggregate shall be hot pre-coated with and range 0.5%-1% ± 0.25 percent paving grade asphalt cement. The Engineer shall determine the appropriate amount of pre-coat. The pre-coated aggregate shall have a "salt and pepper" appearance and when used hot shall be supplied to the project site at 250°F to 325°F (121°C to 162°C).

The gradation, cleanness value, and durability index will be tested prior to coating and gradation will be tested again after coating. If the results of the aggregate grading do not meet the specified gradation, the 1/2 inch PMAR Aggregate Gradation represented by the test shall be removed within 5 working days of the Engineer's written notice. However, if requested in writing by the Contractor and approved by the Engineer, the 1/2-inch PMAR Aggregate Gradation represented by the tests containing a percentage passing (PP) range value +/- 1 in any of the Sieve sizes, but not greater than +/-4, may remain in place. The Contractor shall pay to the City the following amount for the screenings represented by the test and left in place:

Sieve Sizes	Percentage Passing	Allowable Tolerances	Allowable Tolerances	Allowable Tolerances	Allowable Tolerances
3/4 inch (15 mm)	100	PP – 1	PP – 2	PP +/- 3	PP +/- 4
1/2 inch (12 mm)	95 – 100	PP +/- 1	PP +/- 2	PP +/- 3	PP +/- 4
3/8 inch (9 mm)	70 – 85	PP +/- 1	PP +/- 2	PP +/- 3	PP +/- 4
1/4 inch (4.75 mm)	0 – 15	PP +/- 1	PP +/- 2	PP +/- 3	PP +/- 4
#8 (2.36 mm)	0 – 5	PP +/- 1	PP +/- 1	PP +/- 1	PP +/- 1
#200 (75 µm)	0 – 1	PP +/- 1	PP +/- 1	PP +/- 1	PP +/- 1
PAYMENT TO CITY		\$2.50 per ton	\$5.00 per ton	\$7.50 per ton	\$10.00 per ton

If the results of the Cleanness Value test for aggregate do not meet the specified requirement, the 1/2-inch PMAR Aggregate Gradation represented by the test shall be removed within 5 working days of the Engineer's written notice. However, if requested in writing by the Contractor and approved by the Engineer, the 1/2-inch PMAR Aggregate Gradation represented by the tests containing a Cleanness Value below 85, but not less than 75, may remain in place. The Contractor shall pay to the City the following amount for the screenings represented by the test and left in place:

Cleanness Value	Payment to City
85 or over	NONE
81 – 84	\$2.50 per ton
76 – 80	\$5.00 per ton
75	\$7.50 per ton

If the results of the Durability Index test for aggregate do not meet the specified requirement, the 1/2-inch PMAR Aggregate Gradation represented by the test shall be removed within 5 working days of the Engineer's written notice. However, if requested in writing by the Contractor and approved by the Engineer, the 1/2-inch PMAR Aggregate Gradation represented by the tests containing a durability index value below 70, but not less than 65, may remain in place. The Contractor shall pay to the City the following amount for the screenings represented by the test and left in place:

Durability Index	Payment to City
70 or over	NONE
68 – 69	\$2.50 per ton
66 – 67	\$5.00 per ton
65	\$7.50 per ton

When the results of 2 or all 3 of the aggregate grading, the Cleanness Value, and Durability Index tests do not conform to the specified requirements, both or all three payments to the City shall apply. The City may deduct these amounts from any moneys due or to become due to the Contractor.

Any progress payment made after the completion date shall not be construed as a waiver of material deductions.

No single aggregate grading or cleanness value test shall represent more than 300 tons or one day's production, whichever is smaller.

37-2.02G Method For Vialit Test Concerning Aggregate Retention for Chip Seal Design

European Standard EN12272-3, as modified for hot spray applied rubberized/polymer chip seal binders.

37-2.02G(1) Scope

This method is an indicator of aggregate retention for hot applied chip seal, pavement preservation surface treatments.

37-2.02G(2) Summary of Vialit Test Method

Hot applied, modified binder materials are applied at 79 grams (.42 gal/sy) to standard size, clean and dry, stainless steel plates. Exactly 100 washed and graded aggregate particles are embedded into the

required binder type. The sample is allowed to cure under specified conditions. Following this cure, the individual plates are conditioned at three different temperatures for 30 minutes. Then a 500 gram steel ball is dropped 3 times from a distance of 50 cm (20 inches) onto the inverted stainless steel plates. The results are recorded at percent aggregate retention with 90% retention being the minimum allowable value.

37-2.02G(3) Steps for Modified Test Method

1. Hot asphalt cement/modified binder is pre-heated to approximate application temperature (330°F (165°C) to 375°F (190°C)).
- 2a. Tare weight of plate is recorded.
- 2b. Individual plates are pre-heated in an oven to a minimum of 330°F (165°C).
- 2c. 79 grams of asphalt cement/modified binder applied to each plate.
- 2d. Plates are returned to the 330°F (165°C) minimum temperature oven for 15 minutes.
- 2e. Plates are removed from the oven and placed on a warm hotplate and the binder is spread and smoothed with a hot blade.
- 2f. Application weight is verified and adjusted as needed.
- 2g. 100 particles of washed and graded aggregate, meeting the project specification requirements, are applied in a 10 x 10 matrix, with the plate still on the warm hotplate.
- 2h. Three plates are prepared for each combination of binder and aggregate.
3. Plates are again returned to the 330°F (165°C) minimum temperature oven for 15 minutes.
- 4a. Plates are removed from the oven and allowed to cool at room temperature for 4 to 6 hours.
- 4b. Once the room temperature cure is complete, individual plates are conditioned for 30 minutes at each of the following temperatures: 41°F (5°C), 14°F (-10°C) and -8°F (-22°C).
5. After the 500 gram steel ball has been dropped three times on each of the three samples, report the number of stones attached as percent aggregate retention at test temperature.

37-2.02G(4) Purpose of Vialit Aggregate Retention Test

The Contractor/agencies shall be responsible to construct a quality pavement preservation chip seal project. There shall be quality Control and Quality Assurance to be insure that adhesion occurs between binder and aggregate, at the time of placement. The Vialit Retention Test provides a method to assess the compatibility and retention properties of the binder and the aggregate in conditions which simulate actual project variables and environment.

This test is required by the Contractor, shall be project specific, and shall be submitted at the preconstruction meeting.

37-2.03 CONSTRUCTION

37-2.04A Surface Preparation

Before application of the polymer modified asphalt rubber membrane, the pavement surface shall be cleaned by sweeping, flushing, or by other means necessary to remove loose particles of paving, dirt, vegetation, and other extraneous material in order to ensure adequate adhesion of the polymer modified asphalt rubber to the existing pavement.

37-2.03B Weather Conditions

Polymer modified asphalt rubber material shall be applied only when the existing surface is dry and the atmospheric temperature is above 65°F (18°C) and rising. No material shall be applied when rain is imminent or when the wind is excessive, as directed by the Engineer.

37-2.03C Equipment

37-2.03C(1) General

The equipment used by the Contractor for pavement cleaning and excess aggregate removal shall include a self-propelled rotary power broom, mobile pick-up broom or top dumping mobile pick-up broom.

37-2.03C(2) Polymer Modified Asphalt-Rubber Equipment

All equipment utilized in the production and application of polymer modified asphalt rubber binder materials shall be described as follows:

1. An asphalt cement heating tank with a hot oil heat transfer system or a retort heating system capable of heating the asphalt cement to the proper temperature for blending with the CRM and SBS Polymer.

2. A polymer modified asphalt rubber mechanical blender shall have a 2 stage continuous mixing process capable of producing a homogenous blend of asphalt cement CRM and SBS Polymer, at the mix design specified ratios, as directed by the Engineer. This unit shall be equipped with a granulated rubber feed system capable of supplying the asphalt cement feed system, as not to interrupt the continuity of the blending process. The maximum capacity of the primary blending vessel shall be 500 gallons (1900 liters). Both the primary and secondary blenders shall be equipped with an agitation device orientated horizontally in the blending vessel. The blending unit shall be capable of fully blending the individual modifier particles (CRM and SBS Polymer) with the asphalt cement. A separate asphalt cement feed pump and finished product pump are required. This unit shall have an asphalt cement totalizing meter in gallons and a flow rate meter in gallons per minute.
3. A trailer mounted self-powered distributor truck equipped with a heating unit, and a horizontally mounted, full tank length, auger capable of maintaining a uniform mixture of asphalt cement, CRM and SBS Polymer. It shall be equipped with a full circulating spreader bar and pumping system capable of applying the polymer modified asphalt-rubber material within ± 0.05 gallons per square yard tolerance of the specified application rate, and must achieve a uniform covering of the surface to be treated. The distributor shall have a boot board on the rear of the vehicle and a bootman shall accompany the distributor. The bootman shall ride in a position so that all the spray bar tips are in full view and readily assessable for unplugging, if a plugged tip should occur. The distributor shall also include a tachometer, pressure gauge, a volume-measuring device, thermometer and shall also have a computer rate control (CRC) installed.

37-2.03C(3) Aggregate Cover Material Spreader

The cover material (chip) spreader shall be a self-propelled machine with an aggregate receiving hopper in the rear, belt conveyors to carry the pre-coated aggregate to the front, and a full width spreading hopper. The spreader shall be in good mechanical condition and shall be capable of applying the cover aggregate uniformly across the spread width and at the specified application rate. Heat-treated belts shall be installed on the chip spreader when using hot pre-coated aggregate.

37-2.03C(4) Rolling Equipment

A minimum of three continually operated self-propelled pneumatic-tired rollers shall be used for the required rolling of the cover material. Steel wheel rollers shall not be used. The pneumatic-tired rollers' shall carry a minimum loading of 3,000 pounds (1,361 kg) on each wheel and a minimum pressure of 90 pounds per square inch in each tire. Foam filled tires will be allowed in lieu of 90 psi. Rollers shall be operated at speeds no greater than 5mph.

37-2.03C(5) Hauling Equipment

Trucks for hauling the cover aggregate shall be tailgate discharge and shall be equipped with a device to lock onto the hitch of the cover material spreader. Haul trucks shall also be compatible with the cover aggregate spreader so that the dump bed will not push down on the spreader when fully raised, or have too short of a bed which results in aggregate spillage while dumping into the receiving hopper.

37-2.03D Polymer Modified Asphalt Rubber Mixing and Reaction

The percentage of Reclaimed Tire Rubber CRM shall be 15 – 18 percent by weight of the total polymer modified asphalt rubber mixture; the exact CRM content shall be determined by the binder design submitted by the polymer modified asphalt rubber supplier. During membrane placement the CRM percentage shall not fluctuate by more than 1 percent by weight of total polymer modified asphalt rubber mixture. The SBS Polymer shall be 2 – 4 percent, which will replace an equal percentage of the Reclaimed Tire Rubber CRM.

The temperature of the asphalt cement shall be between 395°F and 450°F (202°C and 231°C) at the addition of the CRM and SBS Polymer. The asphalt cement, CRM and SBS Polymer shall be combined and mixed together in the polymer modified asphalt rubber blending unit or field siefer mill, and reacted in the distributor or a reaction vessel for a minimum period of 60 minutes from the time the CRM and SBS Polymer are added to the asphalt cement. The temperature of the polymer modified asphalt rubber mixture shall be above 395°F (202°C) during the reaction period, but shall not exceed 450°F (231°C) at any time. Exceeding the 450°F (231°C) limit will be grounds for rejection of the affected binder material.

When a job delay occurs after full reaction, the polymer modified asphalt rubber may be allowed to cool. The polymer modified asphalt rubber binder shall be re-heated slowly just prior to application to a

temperature between 395°F and 400°F (202°C and 231°C) An additional quantity of asphalt cement and / or CRM may be added as required to produce a material with the appropriate viscosity. See section 37-2.02D, "Polymer Modified Asphalt Rubber Binder" for additional requirements regarding reheat cycle.

37-2.03E Application of Polymer Modified Asphalt Rubber Binder

Placement of the polymer modified asphalt rubber membrane shall be made only under the following conditions:

1. The pavement surface temperature shall be 65°F (18.3°C) and rising.
2. The pavement surface is clean and dry.
3. The wind conditions are not excessive, no greater than 20 mph.
4. All of the construction equipment such as the polymer modified asphalt rubber distributor, aggregate spreader, haul trucks loaded with cover material, rollers and brooms are in position and ready to commence placement operations.
5. Rain is not imminent.

The polymer modified asphalt rubber mixture shall be applied to the roadway immediately following mixing and reaction at a temperature of 375°F to 400°F (190°C to 231°C) at a rate of 0.60 to 0.70 gallons per square yard (2.5 to 3.4 liters per square meter). Transverse joints shall be constructed by placing building paper across and over the end of the previous polymer modified asphalt rubber application. Once the application has progressed beyond the paper, the paper shall be removed immediately and disposed of as directed by the Engineer. The use of paper may be discontinued if the Contractor chooses to squeegee the excess polymer modified asphalt rubber binder material at the transverse joints prior to the placement of the cover aggregate. All longitudinal joints shall not exceed a 12 inches (30 cm) overlap.

Distributor bar height, distribution, speed and shielding materials shall be utilized to reduce the effects of excess wind upon the spray distribution (fan). The Engineer shall delay or reschedule work when high gusting or dirty winds prevent or adversely affect binder or aggregate application.

The application of polymer modified asphalt rubber binder to areas not accessible with the distributor bar on the distributor truck shall be accomplished by using pressurized hand wands or other means approved by the Engineer. No hand work is permitted for this item of work.

The Contractor shall comply with all Federal, State and Local environmental laws, regulations and ordinances.

37-2.03F Application of Aggregate Cover Material

Cover material shall be applied immediately onto the polymer modified asphalt rubber membrane, after application, at a rate of 30 to 34 pounds per square yard (14 to 16 kilograms per square meter). The actual amount selected within this range will be determined in the field based on the appearance of the SAM after initial rolling. At all times the application rate shall be kept to a minimum.

At the time of application, when using hot pre-coated aggregate, the temperature of the aggregate shall range from 275°F to 325°F (135°C to 162°C)

37-2.03G Placement

The chip seal shall be placed in a neat straight line to the concrete gutter lip of pavement and shall not exceed the concrete gutter lip by more than 1 inch.

37-2.03H Rolling

At least 3 operational pneumatic-tired rollers shall be provided to accomplish the required embedment of the aggregate cover material. Additional rollers may be utilized as directed by the Engineer. At no time shall there be less than 3 operational pneumatic-tired rollers on the project.

Sufficient rollers shall be used for the initial rolling to cover the width of the aggregate spread with 1 pass. The first pass shall be made immediately behind the cover material spreader as the aggregate is being placed. If the spreading is stopped for an extended period, the cover material spreader shall be moved ahead or off the chip seal surface, so that all cover material may be immediately rolled. Three complete passes with rollers shall be made with the pneumatic rollers and one pass with the steel wheel roller. The speed of the rollers shall not exceed 10 mph.

37-2.03I Sweeping

Three sweepings shall occur on the following schedule. The first sweeping shall be performed prior to the chip seal application. The second sweeping shall be performed the day the chip seal is applied. The third sweeping shall be performed 3 days after the chip seal is applied. The speed of the sweeper shall not exceed 10 mph.

37-2.03J Set and Cure Time

Except when it is necessary that hauling equipment must travel on the newly applied membrane, traffic of all types shall be kept off the membrane until it has had time to set properly. The speed of all hauling equipment shall not exceed 10 miles per hour when traveling over a membrane which is not adequately set. The minimum traffic-free period shall not be less than 1 hour.

The PMAR Chip Seal shall be allowed to cure for a minimum of 1 week and no more than 2 weeks prior to placement of the micro-surfacing.

37-2.04 PAYMENT

The payment quantity for PMAR Chip Seal bid items paid for by the area is the area measured parallel with the ground surface not including additional quantity used for overlaps as listed within Appendix E of these Special Provisions and as shown on the plans.

Full compensation for conforming to all requirements specified in section 37-2, "Polymer Modified Asphalt Rubber (PMAR) Chip Seal" shall be considered as included in the contract unit price per square yard paid for "1/2-inch Polymer Modified Asphalt Rubber (PMAR) Chip Seal (Black Rock)". The payment for micro-surfacing shall conform the provisions of section 37-3.03, "Micro-surfacings."

37-3 SLURRY SEALS AND MICRO-SURFACINGS

Replace section 37-3.03 with:

37-3.03 MICRO-SURFACINGS

37-3.03A General

37-3.03A(1) Summary

Section 37-3.03 includes specifications for applying micro-surfacings.

Applying a micro-surfacing shall consist of mixing a polymer modified, cationic micro-surfacing emulsion (MSE), aggregate, mineral filler, set-control additives, and water and spreading the mixture on a pavement surface where shown on the plans, in conformance with the provisions in these Special Provisions and State Revised Standard Specifications, and as directed by the Engineer.

37-3.03B Material

37-3.03B(1) Micro-surfacing Emulsion (MSE)

Micro-surfacing emulsion (MSE) shall be homogenous and shall conform to the provisions of these Special Provisions. The polymer shall be milled or blended into the asphalt or blended into the emulsifier solution prior to the emulsification process.

The MSE shall conform to the following requirements when tested in conformance with the following test methods:

Polymer Modified, Cationic Micro-Surfacing Emulsion (MSE)

Specific Designation	Test Method	Requirement
Viscosity SSF @ 25°C	AASHTO T59	15 – 90 seconds
Sieve, max	AASHTO T59	0.30 percent
Settlement, 5 days, max	ASTM D6930 or AASHTO T59	5 percent
Storage Stability, 1 day, max	AASHTO T59	1 percent
Residue by Evaporation, min	California Test 331	64 percent
Specification Designation for Residue		
Specific Designation	Test Method	Requirement
Penetration @ 25°C, 100g, 5s, 0.1 mm	AASHTO T49	40 – 90
Softening Point, min	AASHTO T53	61°C
G*, @ 20°C, 10 rad/sec ^a	AASHTO T315	Report Only
Phase angle @ 50°C, 10 rad/sec, PA (max) – PA base ^b	AASHTO T315	Report Only
Stiffness, @ -12°C, MPa and M-value	AASHTO T315	Report Only
Torsional Recovery, %	California Test 332	>21%
Polymer Content, % (by weight)	California Test 402	>3.5%
25mm plates for the 50°C test. 8mm plates for the 20°C test.		

37-3.03B(2) Water and Additives

Water shall be of such quality that the asphalt will not separate from the MSE before the micro-surfacing is placed on the pavement. If necessary for workability, a set-control agent that will not adversely affect the micro-surfacing product may be used.

37-3.03B(3) Mineral Filler

Mineral filler shall be Portland cement or hydrated lime that is free of lumps. Portland cement shall be either Type I, Type II, or combination thereof. The type of mineral filler shall be determined by the Contractor based on laboratory mix designs. The mineral filler will be considered part of the aggregate gradation requirement.

37-3.03B(4) Aggregate

The aggregate used for micro-surfacing shall be Type II. The material shall be free from vegetation matter and other deleterious substances. Aggregate shall be free of lumps and oversize particles. The aggregate shall be 100% crushed with no rounded particles, volcanic in origin and black in color. The use of gray or light-colored aggregate shall not be allowed. The Contractor shall specify in the bid proposal the name and location of the black rock aggregate quarry and shall provide certification at the preconstruction conference that the rock was crushed a minimum of 90 days prior. The Contractor shall submit samples of the black rock aggregate to the Engineer for review and acceptance.

Aggregate, prior to the addition of the MSE, shall conform to the provisions of these Special Provisions. If aggregates are blended, each component aggregate shall conform to the Sand Equivalent and Durability Index requirements of these Special Provisions when tested in conformance with the respective California Tests.

The percentage composition by mass of the aggregate (including mineral filler) shall conform to the following grading requirements when tested in conformance with California Test 202:

Type II	
Sieve Size	Percent Passing
3/8 inch (9.5 mm)	100
#4 (4.75 mm)	94 – 100
#8 (2.36 mm)	65 – 90
#16 (1.18 mm)	40 – 70
#30 (600 µm)	25 – 50
#200 (75 µm)	5 – 15

The aggregate (excluding mineral filler) shall conform to the following quality requirements:

Type II		
Test	California Test	Requirement
Sand Equivalent (min)	217	70
Durability Index (min)	229	75
Percentage of Crushed Particles (min) ¹	205	100%
Los Angeles Rattler Loss at 500 Rev. (max) ²	211	35%
¹ CT205, Section D, is amended to read: "Any particle having 2 or more freshly, mechanically fractured faces shall be considered a crushed particle."		
² Los Angeles Rattler shall be performed on the parent aggregate before crushing.		

If the results of the aggregate grading do not meet the specified gradation, the micro-surfacing represented by the test shall be removed within 5 working days of the Engineer's written notice. However, if requested in writing by the Contractor and approved by the Engineer, the micro-surfacing represented by the tests containing a percentage passing (PP) range value +/- 1 in any of the Sieve sizes, but not greater than +/-4, may remain in place. The Contractor shall pay to the City the following amount for the screenings represented by the test and left in place:

Sieve Sizes	Percentage Passing	Allowable Tolerances	Allowable Tolerances	Allowable Tolerances	Allowable Tolerances
3/8 inch (9.5 mm)	100	PP +/- 1	PP +/- 2	PP +/- 3	PP +/- 4
#4 (4.75 mm)	94 – 100	PP +/- 1	PP +/- 2	PP +/- 3	PP +/- 4
#8 (2.36 mm)	65 – 90	PP +/- 1	PP +/- 2	PP +/- 3	PP +/- 4
#16 (1.18 mm)	40 – 70	PP +/- 1	PP +/- 2	PP +/- 3	PP +/- 4
#30 (600 µm)	25 – 50	PP +/- 1	PP +/- 1	PP +/- 1	PP +/- 1
#200 (75 µm)	5 – 15	PP +/- 1	PP +/- 1	PP +/- 1	PP +/- 1
PAYMENT TO CITY		\$5.00 per ton	\$7.50 per ton	\$10.00 per ton	\$15.00 per ton

If the results of the Sand Equivalent test for aggregate do not meet the specified requirement, the micro-surfacing represented by the test shall be removed within 5 working days of the Engineer's written notice. However, if requested in writing by the Contractor and approved by the Engineer, the Micro-surfacing represented by the tests containing a sand equivalent Value below 70, but not less than 65, may remain in place. The Contractor shall pay to the City the following amount for the screenings represented by the test and left in place:

Sand Equivalent	Payment to City
70 or over	NONE
68 – 69	\$5.00 per ton
66 – 67	\$7.50 per ton
65	\$10.00 per ton

If the results of the Durability Index test for aggregate do not meet the specified requirement, the micro-surfacing represented by the test shall be removed within 5 working days of the Engineer's written notice.

However, if requested in writing by the Contractor and approved by the Engineer, the micro-surfacing represented by the tests containing a durability index value below 75, but not less than 70, may remain in place. The Contractor shall pay to the City the following amount for the screenings represented by the test and left in place:

Durability Index	Payment to City
75 or over	NONE
73 – 74	\$5.00 per ton
71 – 72	\$7.50 per ton
70	\$10.00 per ton

When the results of 2 or all 3 of the aggregate grading, the Sand Equivalent, and Durability Index tests do not conform to the specified requirements, both or all three payments to the City shall apply. The City shall deduct these amounts from any moneys due or to become due to the Contractor.

Any progress payment made after the completion date shall not be construed as a waiver of material deductions.

No single aggregate grading, durability index or Sand Equivalent test shall represent more than 300 tons or one day's production, whichever is smaller.

37-3.03B(4)(a) Aggregate for Rut filling

Micro-surfacing (Type III) shall be used for rut filling and shall conform to these Special Provisions.

The aggregate used for Type III shall be black rock aggregate. The black rock aggregate shall be 100% crushed with no rounded particles. The material shall be free from vegetation and other deleterious substances. The Contractor shall submit samples and test results of the black rock aggregate to the Engineer for review and acceptance.

Aggregate, prior to the addition of the MSE, shall conform to the provisions of these Special Provisions. If aggregates are blended, each component aggregate shall conform to the Sand Equivalent and Durability Index requirements of these Special Provisions when tested in conformance with the respective California Tests.

The percentage composition by mass of the aggregate (including mineral filler) shall conform to the following grading requirements when tested in conformance with California Test 202:

Type III	
Sieve Size	Percent Passing
3/8 inch (9.5 mm)	100
#4 (4.75 mm)	70 – 90
#8 (2.36 mm)	45 – 70
#16 (1.18 mm)	28 – 50
#30 (600 µm)	19 – 34
#200 (75 µm)	5 – 15

The aggregate (excluding mineral filler) shall conform to the following quality requirements:

Type III		
Test	California Test	Requirement
Sand Equivalent (min)	217	70
Durability Index (min)	229	70
Percentage of Crushed Particles (min) ¹	205	100%
Los Angeles Rattler Loss at 500 Rev. (max) ²	211	35%
¹ CT205, Section D, is amended to read: "Any particle having 2 or more freshly, mechanically fractured faces shall be considered a crushed particle."		
² Los Angeles Rattler shall be performed on the parent aggregate before crushing.		

If the results of the aggregate grading do not meet the specified gradation, the micro-surfacing represented by the test shall be removed within 5 working days of the Engineer's written notice. However, if requested in writing by the Contractor and approved by the Engineer, the micro-surfacing represented by the tests containing a percentage passing (PP) range value +/- 1 in any of the Sieve sizes, but not greater than +/-4, may remain in place. The Contractor shall pay to the City the following amount for the screenings represented by the test and left in place:

Sieve Sizes	Percentage Passing	Allowable Tolerances	Allowable Tolerances	Allowable Tolerances	Allowable Tolerances
3/8 inch (9.5 mm)	100	PP +/- 1	PP +/- 2	PP +/- 3	PP +/- 4
#4 (4.75 mm)	70 – 90	PP +/- 1	PP +/- 2	PP +/- 3	PP +/- 4
#8 (2.36 mm)	45 – 70	PP +/- 1	PP +/- 2	PP +/- 3	PP +/- 4
#16 (1.18 mm)	28 – 50	PP +/- 1	PP +/- 2	PP +/- 3	PP +/- 4
#30 (600 µm)	19 – 34	PP +/- 1	PP +/- 1	PP +/- 1	PP +/- 1
#200 (75 µm)	5 – 15	PP +/- 1	PP +/- 1	PP +/- 1	PP +/- 1
PAYMENT TO CITY		\$5.00 per ton	\$7.50 per ton	\$10.00 per ton	\$15.00 per ton

If the results of the Sand Equivalent test for aggregate do not meet the specified requirement, the micro-surfacing represented by the test shall be removed within 5 working days of the Engineer's written notice. However, if requested in writing by the Contractor and approved by the Engineer, the micro-surfacing represented by the tests containing a sand equivalent Value below 70, but not less than 65, may remain in place. The Contractor shall pay to the City the following amount for the screenings represented by the test and left in place:

Sand Equivalent	Payment to City
70 or over	NONE
68 – 69	\$5.00 per ton
66 – 67	\$7.50 per ton
65	\$10.00 per ton

If the results of the Durability Index test for aggregate do not meet the specified requirement, the micro-surfacing represented by the test shall be removed within 5 working days of the Engineer's written notice. However, if requested in writing by the Contractor and approved by the Engineer, the micro-surfacing represented by the tests containing a durability index value below 70, but not less than 65, may remain in place. The Contractor shall pay to the City the following amount for the screenings represented by the test and left in place:

Durability Index	Payment to City
75 or over	NONE
73 – 74	\$5.00 per ton
71 – 72	\$7.50 per ton
70	\$10.00 per ton

When the results of 2 or all 3 of the aggregate grading, the Sand Equivalent, and Durability Index tests do not conform to the specified requirements, both or all three payments to the City shall apply. The City shall deduct these amounts from any moneys due or to become due to the Contractor.

Any progress payment made after the completion date shall not be construed as a waiver of material deductions.

No single aggregate grading, durability index, or Sand Equivalent test shall represent more than 300 tons or one day's production, whichever is smaller.

37-3.03B(5) Mix Design

At least 7 working days before the micro-surfacing placement commences, the Contractor shall submit for approval of the Engineer a laboratory report of tests and a proposed mix design covering the specific materials proposed for use on the project.

The percentages of each individual material proposed in the mix design shall be shown in the laboratory report. Individual materials shall be within the following limits:

Micro-surfacing Mix Design	
Material	Proportion Limits
Residual Asphalt	7.5% to 10.5% by dry mass of aggregate
Mineral Filler	0% to 3% by dry mass of aggregate
Additive	As needed
Water	As needed

Adjustments may be required during construction based on field conditions.

The mix design and aggregate tests shall be performed by a laboratory capable of performing the applicable International Slurry Surfacing Association (ISSA) tests. The proposed micro-surfacing mixture shall conform to the specified requirements when tested in conformance with the following tests:

Test	ISSA Test Method	Requirements
Wet Cohesion @ 30 minute (Set) (min) @ 60 minute (Traffic) (min)	TB* 139	12 kg-cm 20 kg-cm
Excess Asphalt	TB* 109	540 g/m2
Wet Stripping (min)	TB* 114	90%

TB* = Technical Bulletin

Test	ISSA Test Method	Requirements
Wet Track Abrasion 6-day soak loss (max) 1-hour soak	TB* 100	810 g/m2 538 g/m2
Displacement Lateral (max) Specific Gravity after 1000 cycles of 56.8 kg (max)	TB* 147A	5% 2.10
Classification Compatibility	TB* 144	(AAA, BAA) 11 Grade Points
Mix Time @ 25°C	TB* 113	Controllable to 120 seconds

TB* = Technical Bulletin

The laboratory that performed the tests and designed the mixture shall sign the laboratory report. The report shall show the results of the tests on individual materials and shall compare their values to those required by these Special Provisions. The report shall clearly show the proportions of aggregate, filler (minimum and maximum), water (minimum and maximum), set control additive, and MSE solids content (minimum and maximum) based on the dry mass of aggregate. The laboratory shall report the quantitative effects of moisture content on the unit mass of the aggregate (bulking effect) in conformance

with the requirements of ASTM Designation C 29M. Previous laboratory reports covering the same materials may be accepted provided the material test reports were completed within the previous 12 months. The mix design shall further show the recommended changes in mineral filler, water, and additive proportions for high temperature weather conditions by reporting proportions of materials required for 60 seconds of mix time with materials heated to 100°F. This 100°F mixing report will not be required for projects requiring nighttime application.

The component materials used in the mix design shall be representative of the micro-surfacing materials proposed by the Contractor for use on the project.

Once the mix design is approved by the Engineer, no substitution of other material will be permitted unless the materials proposed for substitution are first tested and a laboratory report is submitted for the substituted design in conformance with the provisions of these Special Provisions. Substituted materials shall not be used until the mix design for those materials has been approved by the Engineer.

The completed mixture, after addition of water and set control agent, if used, shall be such that the micro-surfacing mixture has proper workability. At the expiration of the road closure hours, in conformance with the provisions in these Special Provisions, the micro-surfacing mixture shall be sufficiently cured to support unrestricted traffic.

37-3.03C Construction

37-3.03C(1) Surface Preparation

Before placing the micro-surfacing, the pavement surface shall be cleaned by sweeping, flushing or by other means necessary to remove loose particles of paving, dirt, vegetation, and other extraneous material. When required, the roadway surface may be fogged with water ahead of the spreader box. The application of the fog spray may be adjusted to suit temperatures, surface texture, humidity and dryness of pavement.

37-3.03C(2) Weather Conditions

The micro-surfacing mixture shall not be placed when the ambient temperature is below 55°F or during unsuitable weather. Micro-surfacing shall not be placed if rain is imminent or if there is the possibility that there will be freezing temperatures within 24 hours.

37-3.03C(3) Equipment

37-3.03C(3)(a) General

The equipment used by the Contractor for pavement cleaning and excess aggregate removal shall include a self-propelled rotary power broom, mobile pick-up broom or top dumping mobile pick-up broom.

37-3.03C(3)(b) Mixing and Spreading Equipment

The micro-surfacing shall be mixed in continuous pugmill mixers of adequate size and power for the type of micro-surfacing to be placed. All indicators shall be in conformance with the provisions of these Special Provisions and shall be in working order prior to commencing mixing and spreading operations.

Mixer-spreader trucks shall be equipped to proportion the MSE, water, aggregate, mineral filler, and set-control additives by volume. Rotating and reciprocating equipment on mixer-spreader trucks shall be covered with metal guards.

The mixer-spreader truck shall not be operated unless low-flow and no-flow devices and revolution counters are in good working condition and functioning and metal guards are in place. Indicators required by these Special Provisions shall be visible while walking alongside the mixer-spreader truck.

Aggregate feeders shall be connected directly to the drive on the emulsion pump. The drive shaft of the aggregate feeder shall be equipped with a revolution counter reading to the nearest one-tenth of a revolution.

In addition to the requirements of the fourth paragraph of section 5-1.33, "Equipment," of the State Standard Specifications, the identifying number of mixer-spreader trucks shall be at least 3 inches in height, located on the front and rear of the vehicle.

The micro-surfacing mixture shall be spread by means of a spreader box conforming to sections 37-3.03C(3)(b)(i) and 37-3.03C(3)(b)(ii).

37-3.03C(3)(b)(i) Spreader Box

The mixture shall be agitated and spread uniformly in the surfacing box by means of motor driven twin-shafted paddles or spiral augers fixed in the spreader box. A front seal shall be provided to insure no loss of the mixture at the road contact point. The rear seal shall act as a final strike-off and shall be adjustable. The spreader box and rear strike-off shall be so designed and operated that a uniform consistency is achieved to produce a free flow of material to the rear strike-off. The spreader box shall have suitable means provided to side shift the box to compensate for variations in the pavement geometry, the box shall be adjustable. Spreader box skids shall be maintained in such manner as to prevent chatter (wash boarding) in the finished mat. The spreader box in use shall be clean and free of micro-surfacing and MSE at the start of each work shift.

The spreader box shall have a series of strike-off devices at the rear of the box. The leading strike-off device shall be fabricated of steel, stiff rubber or other suitable material. The number of strike-off devices shall be determined by the Contractor. The first strike-off device shall be designed to maintain close contact with the pavement during the spreading operations, shall obtain the thickness required, and shall be capable of being adjusted to the various pavement cross sections for application of a uniform micro-surfacing finished surface. The final strike-off device shall be fabricated of flexible material suitable for the intended use and shall be designed and operated to ensure a uniform texture is achieved in the finished surface of the micro-surfacing. The final strike-off device shall be cleaned or changed daily if problems with longitudinal scouring occur.

Flexible fabric drags attached to the rear of the spreader box shall not be used.

37-3.03C(3)(b)(ii) Wheel Path Depression (Rut) Box

The wheel path depression (rut) box shall be designed to have adjustable strike-off devices to regulate the depth and shall have a width of between 5 feet and 6 feet. Hydraulic augers, or similar devices, shall be installed and shall be capable of moving the mixed material from the rear to the front of the filling chamber. These devices shall also be capable of guiding the larger aggregate into the center, deeper section of the wheel path depression, and forcing the finer material toward the outer edges of the spreader box.

The micro-surfacing mixture, to be spread in areas inaccessible to the controlled spreader box, may be spread by other methods upon approval of the Engineer.

Flexible fabric drags attached to the rear of the wheel path depression (rut) box shall not be used.

37-3.03C(3)(c) Mixer and Spreader Truck Calibration

Each mixer/spreader truck used on the project shall be calibrated in accordance with California Test 109. The trucks shall be calibrated for rock, emulsion, cement, additives, and any mineral filler used. Calibrations shall take place a maximum of 10 days prior to application of micro-surfacing. The Contractor shall notify the Engineer a minimum of 3 working days prior to calibration so that City representatives may make arrangements to observe.

For all material calibrated, 3 consecutive runs per gate setting shall be completed and these 3 test runs must not deviate from their combined mathematical average by more than 2.0%.

Calibrations will take place at most once a week or as required by the Engineer and no machine will be allowed to work on the project until the calibration has been completed and/or accepted 3 working days before the start of work. Weigh back tickets shall be submitted at the end of each work day that micro-surfacing is placed.

37-3.03C(4) Proportioning

Aggregate, mineral filler, MSE, water, and additives, including the set-control agent, if used, shall be proportioned by volume utilizing the mix design approved by the Engineer. If more than 1 kind of aggregate is used, the correct amount of each kind of aggregate to produce the required grading shall be proportioned separately, prior to adding the other materials of the mixture, in a manner that will result in a uniform and homogeneous blend.

The aggregate shall be proportioned using a belt feeder operated with an adjustable cutoff gate. The height of the gate opening shall be determinable. The MSE shall be proportioned by a positive

displacement pump. Variable rate emulsion pumps, if used, shall be calibrated and sealed in the pump's calibrated condition in conformance with California Test 109 prior to usage.

The delivery rate of aggregate and MSE per revolution of the aggregate feeder shall be calibrated at the appropriate gate settings for each mixer-spreader truck used on the project in conformance with California Test 109 and in conformance with the provisions of these Special Provisions.

The aggregate belt feeder shall deliver aggregate to the pugmill with such volumetric consistency that the deviation for any individual aggregate delivery rate check-run shall not exceed 2.0 percent of the mathematical average of 3 runs of at least 3 tons each. The emulsion pump shall deliver MSE to the pugmill with such volumetric consistency that the deviation for any individual delivery rate check-run shall be within 2.0 percent of the mathematical average of 3 runs of at least 300 gallons each. The water pump shall deliver water to the pugmill with such volumetric consistency that the deviation for any individual delivery rate check-run shall be within 2.0 percent of the mathematical average of 3 runs of at least 300 gallons each.

The MSE storage tank shall be located immediately before the emulsion pump and shall be equipped with a device which will automatically shut down the power to the emulsion pump and aggregate belt feeder when the MSE level is lowered to a point where the pump suction line is exposed.

A temperature-indicating device shall be installed in the emulsion storage tank at the pump suction level. The device shall indicate the temperature of the MSE and shall be accurate to within 10°F.

The belt delivering the aggregate to the pugmill shall be equipped with a device to monitor the depth of aggregate being delivered to the pugmill. The device for monitoring the depth of aggregate shall automatically shut down the power to the aggregate belt feeder whenever the depth of aggregate is less than the target depth of flow. A second device shall be located where the device will monitor the movement of the aggregate belt by detecting revolutions of the belt feeder. The devices for monitoring no flow or belt movement shall automatically shut down the power to the aggregate belt when the aggregate belt movement is interrupted. The device to detect revolutions of the belt feeder will not be required where the aggregate delivery belt is an integral part of the drive chain. To avoid erroneous shutdown by normal fluctuation, a delay of 3 seconds will be permitted between sensing and shutdown of the operation.

37-3.03C(5) Application Rate of Aggregate

Micro-surfacing spread rates must be within the ranges shown on the following table:

Micro-surfacing Type	Application Range (lb of dry aggregate/sqyd)
Type II	15 – 18
Type III	20 – 30

The micro-surfacing mixture shall be uniformly spread on the existing surfacing within the rate specified without spotting, re-handling, or otherwise shifting of the mixture.

37-3.03C(6) Repair Wheel Path Depressions

When wheel path depressions have a cross section that is deformed 1/2 inch or more, the individual wheel paths shall first be filled utilizing a wheel path depression (rut) box. The depth of the wheel path depression shall be determined after the adjacent ridges have been removed, when applicable. The maximum single application for wheel path depressions shall be 1 inch. Wheel path depressions of depths greater than 1 inch shall require multiple applications in each depression. A pneumatic tired roller shall be used after all rut filling operations. The roller shall make 2 passes at slow speed no more than 7 mph. Wheel path depressions having a cross section greater than 1/2 inch and less than 1 inch shall be paid for under the contract bid item "Micro-surfacing (Type III)".

Wheel path depression repair shall be constructed with a slight crown to allow for initial compaction by traffic on the micro-surfacing.

Freshly filled wheel path depressions shall be compacted by traffic for a minimum of 12 hours before additional lifts of micro-surfacing material are placed for rut filling purposes or as surface courses.

37-3.03C(7) Placement

Micro-surfacing shall be placed no earlier than 7 calendar days after Chip Seal operation on roads to receive the Roseville Cape Seal as shown on the plans.

Longitudinal joints shall correspond with the edges of the traffic lanes. The Engineer may permit other patterns of longitudinal joints if the patterns will not adversely affect the quality of the finished product, this shall be required for approval in writing 5 working days prior to the start of work.

Through traffic lanes shall be spread in full lane widths only. Longitudinal joints common to 2 traffic lanes shall be butt joints with overlaps not to exceed 3 inches. Building paper shall be placed at the transverse joints to avoid double placement of the micro-surfacing. Other suitable methods to avoid double placement of the micro-surfacing will be allowed. Hand tools shall be available to remove spillage.

The mixture shall be uniform and homogeneous after placing on the surfacing and shall not show separation of the MSE and aggregate after setting. The completed surface shall be of uniform texture and free from ruts, humps, depressions, or irregularities.

Adequate means shall be provided to protect the micro-surfacing from damage by traffic until such time that the mixture has cured sufficiently so that the micro-surfacing will not adhere to or be picked up by the tires of vehicles.

If the micro-surfacing is not capable of supporting unrestricted traffic at the expiration of the road closure hours, the Contractor shall pay the liquidated damaged per the provisions of these Special Provisions. Placement of the micro-surfacing shall cease before the expiration of road closure hours as specified in these Special Provisions.

37-3.03C(8) Sweeping

Initial sweeping shall begin 1 day after the micro-surfacing placement. Care shall be taken to avoid unraveling the micro-surfacing. Excessive sweeping will not be allowed.

Seven sweepings shall be considered as included in the contract price paid for micro-surfacing. The first sweeping shall be performed the day after the application is applied. The second sweeping shall be performed 3 days after the micro-surfacing application is applied. The third sweeping shall be performed 5 days after the micro-surfacing application is applied. The forth sweeping shall be performed 7 days after the micro-surfacing is applied. The fifth sweeping shall be performed 10 days after the micro-surfacing is applied. The sixth sweeping shall be performed 15 days after the micro-surfacing is applied. The seventh sweeping shall be performed during the punch list process.

Prior to each sweeping, the Contractor shall contact the Engineer with the street's sweeping schedule. After sweeping takes place, the Contractor shall contact the Engineer for acceptance of the street sweeping.

If the sweeping is not done to the schedule listed above, the Contractor shall pay the liquidated damaged per the provisions of these Special Provisions.

The Contractor shall remove all loose aggregate from the curbs, gutters, driveways, and sidewalks prior to sweeping the roadway surface. The Contractor will be responsible to sweep abutting adjacent areas and haul routes. The Contractor shall have 1 working day to sweep the adjacent areas and haul route when requested in writing by the Engineer.

The Contractor shall sweep the micro-surfaced streets and adjacent areas with a self-propelled vacuum or regenerative air sweeper. Any additional sweepings required to remove excess material shall be performed as directed by the Engineer at no additional expense to the City.

37-3.03C(9) Test Strip

The Contractor shall construct a test strip for evaluation by the Engineer 10 working days prior to the micro-surfacing application. The test strip shall be 500 feet to 1000 feet long and shall consist of the application courses specified. The test strip shall be constructed at the same time of day or night that the full production of micro-surfacing will be placed and may be constructed in 2 days or nights when multiple course applications are specified. The location of the test strip shall be specified by the City.

The micro-surfacing test strip shall have a break time and shall be able to be open to cross traffic no greater than 1 hour after the micro-surfacing is placed. This time will be reflected on the global projects break time and capability of being open to cross traffic. The global project shall have this break time and shall be able to be open to cross traffic no greater than 1 hour after placement of the micro-surfacing. If the test strip does not meet this requirement the test strip will be rejected and shall be removed at the Contractors expense.

The Engineer will evaluate the completed test strip after 12 hours of traffic on the completed test strip to determine if the mix design and placement procedure are acceptable. If the mix design or the placement procedure is determined by the Engineer to be unacceptable, the test strip will be rejected, the Contractor shall make modifications, and a new test strip shall be constructed and evaluated by the Engineer. The cost of materials and placement of the test strips, which have been rejected, shall be borne by the Contractor and will not be considered as part of the contract work. If ordered by the Engineer, rejected test strips shall be removed at the Contractors expense.

37-3.03C(10) Repair of Early Distress

If bleeding, raveling, delamination, rutting, or washboarding occurs within 60 days after placing the micro-surfacing, the Contractor shall diligently pursue repairs by any method approved by the Engineer. The Contractor shall not be relieved from maintenance until repairs have been completed.

37-3.03D Payment

The payment quantity for micro-surfacing bid items paid for by weight is the weight determined by combining the weights of the aggregate and micro-surfacing emulsion. The payment quantity for micro-surfacing does not include the weights of added water, mineral filler, and additives.

Weight shall be determined from calibrations and revolutions per day and verified with weight back tickets. The revolutions for each truck shall be submitted to the construction inspector prior to the start of work and the final revolution count shall be submitted to the construction inspector at the end of the day for every day micro-surfacing is applied, work shall not be permitted until these requirements are met.

All weight tickets including aggregate and emulsion tickets shall be turned in on a daily basis. For materials that is stockpiled prior to the start of the project, those tickets are required on a daily basis and at the end of the business day. In that case, upon project completion, weight back tickets are required for the emulsion and leftover stockpile aggregate shall be deducted and removed.

Full compensation for conforming to all requirements specified in section 37-3.03, "Micro-Surfacings" shall be considered as included in the contract unit price paid per ton for "Micro-Surfacing (Type II)" and "Micro-Surfacing (Type III)".

The estimated quantity for "Micro-Surfacing (Type III)" bid item is included in order to establish a unit price per ton. The Contractor shall obtain written authorization from the Engineer prior to placement of the material. This contract bid item shall be paid only on the basis of written authorization from the Engineer. The City reserves the right to increase, decrease, or delete this item entirely at the discretion of the Engineer. Changes in quantity shall be paid at the unit price specified in the Contractors bid, no additional compensation shall be allowed for changes in quantity. No additional compensation shall be due the Contractor in the event this bid item is deleted entirely.

The Contractor shall use a depth of 1 inch to determine the contract bid item for "Micro-surfacing (Type III)".

The Contractor shall use a spread rate of 17 pounds of dry aggregate per square yard to determine the contract bid item for "Micro-surfacing Type II".

The Contractor shall use a spread rate of 22 pounds of dry aggregate per square yard to determine the contract bid item for "Micro-surfacing Type III".

DIVISION IX TRAFFIC CONTROL DEVICES

84 MARKINGS

84-1 GENERAL

Add to section 84-1.01:

Traffic stripes and pavement markings shall be installed per provisions in section 84 of the City of Roseville Construction Standards and these Special Provisions.

Contractor shall remove all existing striping and pavement markers within the project limits.

Before obliterating any pavement delineation, the alignment and location of the pavement delineation shall be referenced by the Contractor with a sufficient number of control points to reestablish the alignment and location. The references shall also include the limits or changes in striping pattern, including limit lines, crosswalks and other pavement markings.

Traffic stripes and pavement markings shall be replaced at all locations where existing traffic stripes and pavement markings are obliterated or covered as a result of asphalt resurfacing operations.

Unless otherwise noted on the plans, the Contractor shall replace all pavement delineation on the same alignment and location.

84-2 TRAFFIC STRIPES AND PAVEMENT MARKINGS

Add to section 8-2.03A:

The Contractor shall be responsible for removal and establishing alignment of all Pavement Traffic Stripes and Pavement Markings outlined on the plans.

Permanent pavement delineation shall be installed no earlier than 7 calendar days and no later than 14 calendar days after the Micro-surfacing, or Cape Seal application.

Add to section 84-2.04:

Full compensation for conforming to all requirements specified in section 84, "Markings" shall be paid for at the contract lump sum price paid for "Thermoplastic Pavement Markings, Stripings, and Markers," and "Remove Pavement Markings, Striping, and Markers."

85 RESERVED

Replace section 85 with the following:

85 PAVEMENT MARKERS

85-1.01 PAVEMENT MARKERS

85-1.01A General

85-1.01A(1) Summary

Pavement markers shall be installed per provisions in section 85 of the City of Roseville Construction Standards and these Special Provisions.

Pavement markers shall be applied at all locations where existing pavement markers are obliterated or covered as a result of Chip Seal, Micro-surfacing, or Roseville Cape Seal operations.

All non-reflective pavement markers shall be ceramic.

At locations where bike lane striping is used to channelize traffic, acceleration lanes, right turn deceleration lanes and bus turnouts, both stripes shall be detail 38. Reflective pavement markers shall be placed along both stripes.

85-1.02 MATERIAL

Not used

85-1.03 CONSTRUCTION

85-1.03A General

The Contractor shall be responsible for removal and establishing alignment of all pavement markers outlined on the plans. The Contractor shall place lane lines, centerlines, no passing zones – two way

direction lines, channelizing lines, and fire hydrant markers. The Contractor shall be responsible for placing all pavement markers.

85-1.04 PAYMENT

Full compensation for conforming to all requirements specified in section 85, "Pavement Markings" shall be paid for at the contract lump sum price paid for "Thermoplastic Pavement Striping and Markings, and Pavement Markers" and "Remove Existing Pavement Striping."

END OF SPECIAL PROVISIONS

APPENDIX A



Department of Public Works
311 Vernon Street
Roseville, CA 95678

MONTHLY PROJECT PAYMENT ESTIMATE SUMMARY

Payment Estimate No: _____

Work Performed Through: _____

Contractor: _____

Project: _____

Address: _____

Acct.No: _____

Contract Summary

Original Contract Amount:	(1)
Approved Change Orders through #: _____	(2)
Quantity Changes (Requires Project Engineer/Inspector verification):	(3)
Total Contract Amount to Date:	(4)

Payment Summary	CURRENT PAY PERIOD AMOUNT	PREVIOUS AMOUNT	TO DATE AMOUNT
Contract Payments (Payment through PP# _____)			
Change Order Payments (CCO# _____ through _____)			
Total Earnings			
Less: Retention: (5%) In escrow account Yes ☐ No ☐			
Less: Administrative Deductions (Deducted from PP# _____)			
Payment Due to Contractor			

The undersigned Contractor or Contractor's Authorized Representative certifies that to the best of his knowledge, information, and belief, the work covered in this application for payment has been completed in accordance with the contract documents and the costs shown are true and correct.

Resident Engineer: _____

Senior Engineer: _____

Contractor: _____

Date: _____

Date: _____

Date: _____



Project: _____

Acct#: _____

Department of Public Works

311 Vernon Street

Roseville, CA 95678

Contract: _____

PROJECT PAYMENT ESTIMATE

Payment Estimate No: _____

Work Performed Through: _____

Item No.	Item Description	Unit	Estimated Quantity	Unit Cost	Contract Amount	This Estimate		Previous Estimates		Work Completed		Work Remaining	
						Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
					\$ -		\$ -	0	\$ -	0%	\$ -	0%	\$ -
					\$ -		\$ -	0	\$ -	0%	\$ -	0%	\$ -
					\$ -		\$ -	0	\$ -	0%	\$ -	0%	\$ -
					\$ -		\$ -	0	\$ -	0	\$ -	0	\$ -
					\$ -		\$ -	0	\$ -	0	\$ -	0	\$ -
					\$ -		\$ -	0	\$ -	0	\$ -	0	\$ -
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					\$ -		\$ -	0	\$ -	0	\$ -	0	\$ -
					\$ -		\$ -	0	\$ -	0	\$ -	0	\$ -
					\$ -		\$ -	0	\$ -	0	\$ -	0	\$ -
					\$ -		\$ -	0	\$ -	0	\$ -	0	\$ -
TOTALS:					\$ -		\$ -		\$ -		\$ -		\$ -



Department of Public Works

311 Vernon Street

Roseville, CA 95678

Project: _____

Acct.No: _____

Contractor: _____

QUANTITY ADJUSTMENT FORM

Payment Estimate No: _____

Work Performed Through: _____

INSTRUCTIONS

This form is to accompany Progress Payments or the Final Payment where there are quantity changes (variations in quantities) authorized by the Department of Public Works that adjust the Total Contract Amount.

Quantity Changes in the amount of:

Accompanying Progress Payment # (or Final Payment) _____ have been reviewed and the actual quantities verified.

Item No.	Item Description	Unit	Unit Cost	Contract Quantity Adjustments								
				This Estimate			Previous Estimates			To-Date Totals		
				Quantity	Increase (Decrease)	Amount	Quantity	Increase (Decrease)	Amount	Quantity	Increase (Decrease)	Amount
						\$ -			\$ -	0		\$ -
						\$ -			\$ -	0		\$ -
						\$ -			\$ -	0		\$ -
						\$ -			\$ -	0		\$ -
						\$ -			\$ -	0		\$ -
						\$ -			\$ -	0		\$ -
						\$ -			\$ -	0		\$ -
						\$ -			\$ -	0		\$ -
Totals						\$ -			\$ -			\$ -

Contractor Signature _____ Date _____

Resident Engineer Signature _____ Date _____



CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

From: _____
Name of Contractor/Claimant

Address

Date: _____

Payment Request No: _____

Acct.No: _____

Project Name: _____

To/Owner: CITY OF ROSEVILLE
Department of Public Works
Engineering Division
311 Vernon Street
Roseville, CA 95678

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: _____

Amount of Check: _____

Check Payable To: _____

Exceptions

Signature

Claimant Signature

Print Name:

Claimant Title

Date:



Department of Public Works
311 Vernon Street
Roseville, CA 95678

CONTRACT CHANGE ORDER

Change Order No. _____

Date Prepared: _____

Contractor: _____

Project: _____

Address: _____

Acct.No: _____

You are directed to make the following changes from the plans and specifications or do the following described work not included in the plans and specifications for this contract.

Description of work to be done, estimate of quantities, and prices to be paid:

Segregate between additional work at contract price, agreed price, and force account.

Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time.

Estimated Cost: ☐ Decrease ☐ Increase \$ -

By reason of this order, the time of completion will be adjusted as follows:

Original Contract Amount:

Total Change by Previous Change Orders and/or Quantity Adjustment: \$ -

Contract Amount Prior to this Change Order:

Contract Amount to be (Increased/Decreased) _____ by this Change Order: \$ -

Adjusted Contract Amount Including this Change Order:

SIGNATURE	(PRINT NAME & TITLE)	DATE
-----------	----------------------	------

CITY APPROVAL BY:

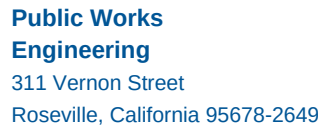
SIGNATURE	(PRINT NAME & TITLE)	DATE
-----------	----------------------	------

We, the undersigned contractor, have given careful consideration to the change proposed and agree, if this proposal is approved, that we will provide all equipment, furnish the materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment, therefore, the prices shown above. **NOTE: If you, the contractor, do not sign acceptance of this order, your attention is directed to the requirements of the specifications as to proceeding with the ordered work and filing a written protest within the time therein specified.**

CONTRACTOR ACCEPTANCE BY:

SIGNATURE	(PRINT NAME & TITLE)	DATE
-----------	----------------------	------

APPENDIX B



With stamped approval of this letter by the Traffic Section, Red Flash/Dark Signal is approved for the following intersection as specified below:

TIME/DURATION: _____

1. Contractor shall contact the City Inspector 48 hours prior to needing the intersection in red flash. Signal shutdown shall be performed only by City personnel, unless otherwise directed by the Engineer.
2. During normal working hours (M-F, 7am-5pm) the contractor shall contact the Traffic Signal Technician either by telephone at **(916) 746-1760** or by email or text message at pagesignaltechnicians@roseville.ca.us one hour prior to needing the traffic signal placed into or removed from red flash. Outside of normal working hours - no phone call required.
3. The traffic signal will not be permitted to be placed in red flash during rain, lightning, or inclement weather conditions (including wet pavement conditions).
4. The Contractor shall reimburse the City for the actual cost of all inspection, including City Traffic Signal Technician time as required.
5. "Road Work Ahead" Signs required at all approaches to intersection when in red flash.
6. The Contractor shall furnish and place 36" "Stop" signs on arterial roadway approaches. Signs shall be mounted at a height of 84".

1. The Contractor shall place "Stop Ahead" C-W17 and "Stop" R-1 signs to direct vehicle and pedestrian traffic through the intersection during traffic signal system shutdown. Temporary "Stop Ahead" and "Stop" signs shall be removed when the system is turned on.
2. "Stop Ahead" and "Stop" signs shall be furnished by the Contractor. Minimum size of "Stop" signs shall be 36" for single sign placements and 24" for dual sign placements. Signs shall be mounted at a **height of 84"**.
3. One "Stop Ahead" sign and one "Stop" sign shall be placed for each direction of traffic. For approaches with two or more through or left turn lanes, two "Stop" signs shall be placed. Typical sign placement should be between the left turn and through lanes. Additional "Stop" signs should be placed on the shoulder. No "Stop" signs shall be placed in a manner that blocks bike lanes.
4. "Stop Ahead" and "Stop" signs shall be in place in each direction immediately prior to the intersection going dark and removed immediately after the intersection is placed back into red flash.
5. **Red flashing beacons or flares shall** be placed and maintained at each "Stop" sign during nighttime (dark) hours.
6. Traffic control must be verified by the Public Works Construction Inspector prior to the signal being deactivated.

Copy To: Contractor, Public Works Inspector, Signal Technicians, NOTE: Contractor is required to follow all requirements of this letter and keep a signed and stamped copy at job site.

APPENDIX C

We're improving your street!

Your street is scheduled to be paved the week of: _____

The City of Roseville will soon begin a street resurfacing project in your neighborhood. Please read this entire notice carefully to help you understand the project and avoid any temporary inconvenience you may encounter.

The purpose of this resurfacing project is to provide a new pavement surface that should last for many years.

Please note that the paving schedule is subject to change. NO PARKING signs, which will include exact work dates for your street, will be posted on barricades 24 to 48 hours before work begins. Parking must be prohibited during construction to protect your vehicles and the new street surface.

Vehicles not removed from the street before work begins will be towed to a storage facility and will incur towing and storage charges.

Please contact the City of Roseville Police Department at 774-5000 if your vehicle is missing. During the resurfacing work, traffic will be limited to the use of one lane for up to 8 hours between 7 AM and 5 PM. We recommend parking your vehicles on adjacent streets that are not affected by the project. Your vehicles will then be available whenever you need them, regardless of the construction on your street.

Your street will still be accessible to emergency vehicles. Do not hesitate to call 911 if you require emergency assistance from fire, medical, or law enforcement personnel.

Please note:

- 1) The asphalts used in the asphalt overlay procedures are very sticky when fresh and difficult to remove from shoes, tires, driveways, clothing, and carpets. Entering construction zones before the roads are opened to traffic is not recommended. Failure to obey traffic control signs or personnel is done at your own risk.
- 2) The pavement must be dry for proper adhesion of the resurfacing material. Please restrict irrigation watering to prevent wet or damp pavement.

If you should have any questions about the resurfacing project, please call the City of Roseville Engineering Division at (916) 746-1300.

Thank you for your cooperation!

APPENDIX D

DRAIN INLET PROTECTION



For installation
detail see
Appendix (A)
BMP – 7
BMP – 8
BMP – 11

Description

Storm drain inlet protection reduces sediment, carried by runoff from a construction site, entering the storm drain system. Effective storm drain inlet protection allows sediment to settle out of water, or filters sediment from the water before it enters the drain inlet. Inlet protection is the last line of defense for water quality prior to water entering the system and being transported to a creek or stream.

Common Application

There are typically two common situations where drain inlet protection is needed. The first is where the storm drain system and drain inlets are in the process of being constructed, and the second is where the drain inlets are either existing or just completed.

For drain inlets under construction, the four common devices used are sandbag barriers, fiber roll barriers, filter fence barriers and filter bags. The sand bags are stacked (usually two high) around the drain inlet in a circle. A fiber roll can be used as a barrier around drain inlets and grated manholes. The filter fence is an effective drain inlet protection measure in open areas and where sheet flows are low and do not exceed 0.5 cubic feet per second. Filter bags are installed inside the inlet and must be used in combination with filter fences, sandbags or fiber roll barriers.

For existing drain inlets, a combination of filter bags and rock bags are used to settle out and trap sediment. A filter bag is placed and secured just under the grate. Rock bags are placed adjacent to the upstream side of the drain inlet, butted up against the curb face, and angled slightly toward the drain grate. The gravel bags used shall be of sufficient resiliency to withstand vehicle/construction traffic without tearing and depositing gravel in the catch basin or on the street. On heavier traveled roadways, rock bags may be omitted, as a matter of public safety, at the construction inspector's discretion.

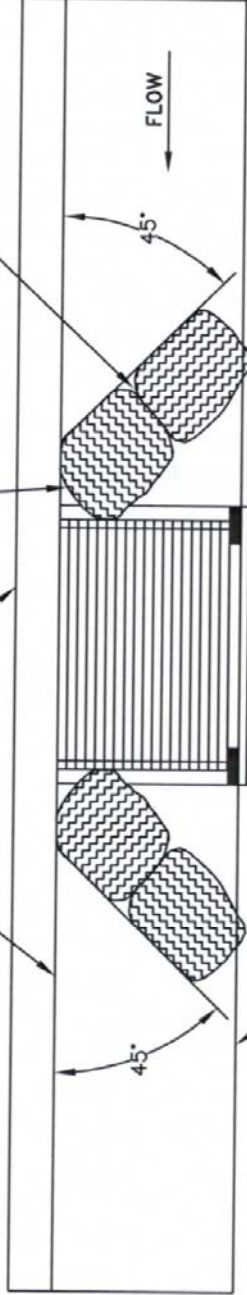
Maintenance

Inspect drain inlet barriers before and after storms, at 24-hour intervals during extended storms, and weekly during the rainy season. Check to determine if sediment is by-passing the barrier during inspections. Drain inlet protection needs to be removed once the construction site is 70% vegetated and the permit has been terminated.

GRAVEL BAG(S) OR OTHER ACCEPTED
SEDIMENT CONTROL BMP. PLACE BAGS
TIGHT AGAINST FACE OF CURB.

BACK OF CURB
FACE OF CURB

SEE NOTE 2



DRAINAGE INLET WITH FILTER BAG
(SEE BMP-8)

LIP OF GUTTER

PLAN VIEW

NOTES:

1. SEDIMENT TRAPPED UPSTREAM OF SEDIMENT CONTROL BMP SHALL BE REMOVED WEEKLY AND PRIOR TO A RAINFALL EVENT, OR AT THE DISCRETION OF THE PUBLIC WORKS INSPECTOR.
2. PLACE BMP'S TIGHTLY TOGETHER AT JOINTS TO PREVENT SEEPAGE AT JOINTS.
3. USE TO INHIBIT STORMWATER AND NON-STORMWATER FLOW.
4. SEDIMENT CONTROL MEASURES SHALL BE PROPERLY MAINTAINED, BY THE CONTRACTOR.

[Signature]

ROB JENSEN
DIRECTOR OF PUBLIC WORKS/CITY ENGINEER

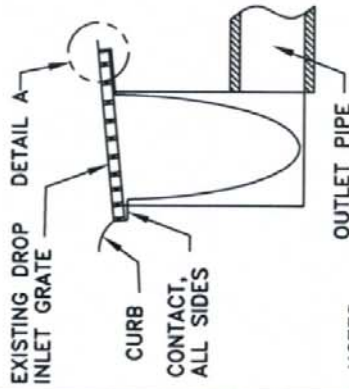


DEPARTMENT OF
PUBLIC WORKS

INLET SEDIMENT CONTROL INSTALLATION DETAIL

SCALE: NONE
REVISED: APRIL 2007
DRAWN BY: STAFF
APPROVED BY: R JENSEN

BMP-7

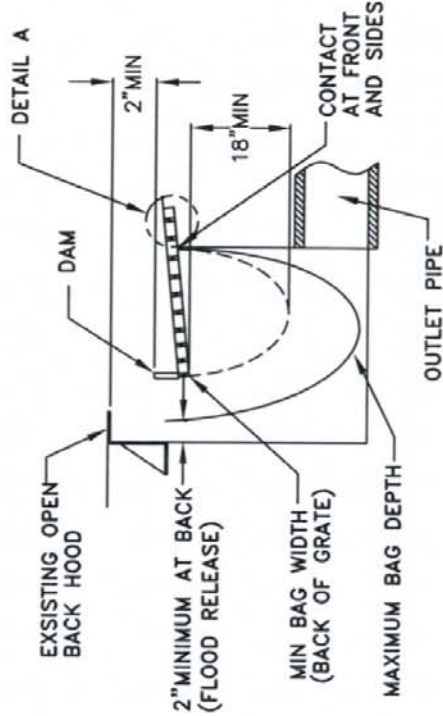


PLACEMENT AT TYPE A, C, D, AND F DROP INLETS AND PARKING LOTS

NTS

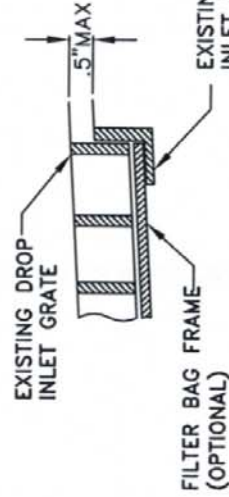
NOTES:

1. THE MAXIMUM DRAINAGE AREA PER FILTER SHALL BE NO MORE THAN 2 ACRES.
2. THE FILTER BAG SHALL BE MANUFACTURED FROM UV RESISTANT POLYPROPYLENE, NYLON, POLYESTER, OR ETHYLENE FABRIC WITH A MINIMUM TENSILE STRENGTH OF 50 LBS PER LINEAR FOOT, AN EQUIVALENT OPENING SIZE NOT GREATER THAN 20 SIEVE AND WITH MINIMUM FLOW RATE OR 40 GALLONS/ MINUTE/ SQ FT.
3. THE FILTER BAG MAY BE SUSPENDED FROM OR HELD IN PLACE BY THE EXISTING INLET GRATE (OR OTHER APPROVED METHOD), PROVIDED NO MODIFICATION OR DAMAGE SHALL BE DONE TO THE INLET GRATE OR FRAME. THE INLET GRATE SHALL NOT REST MORE THAN .5" ABOVE THE INLET FRAME (SEE DETAIL A)
4. THE FILTER BAG MAY EXTEND TO THE BOTTOM OF THE INLET BOX PROVIDED THE OUTLET PIPE IS UNOBSTRUCTED.
5. FLOWS SHALL NOT BE ALLOWED TO BYPASS THE BAG. THE BAG OR ITS FRAME SHALL CATCH FLOWS AT ALL SIDES OF THE INLET, EXCEPT AS SHOWN FOR FLOOD RELEASE.
6. INLET FILTER BAGS SHALL BE INSPECTED WEEKLY AND AFTER EACH RAINFALL DURING THE WET SEASON AND MONTHLY DURING THE DRY SEASON. SEDIMENT AND DEBRIS SHALL BE REMOVED BEFORE ACCUMULATIONS HAVE REACHED ONE THIRD THE DEPTH OF THE BAG. BAGS SHALL BE REPAIRED OR REPLACED AS SOON AS DAMAGE OCCURS. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MAINTENANCE.



PLACEMENT AT TYPE B AND E DROP INLETS

NTS



DETAIL A

ROB JENSEN
DIRECTOR OF PUBLIC WORKS/CITY ENGINEER



DEPARTMENT OF
PUBLIC WORKS

DRAIN INLET FILTER BAG INSTALLATION DETAIL

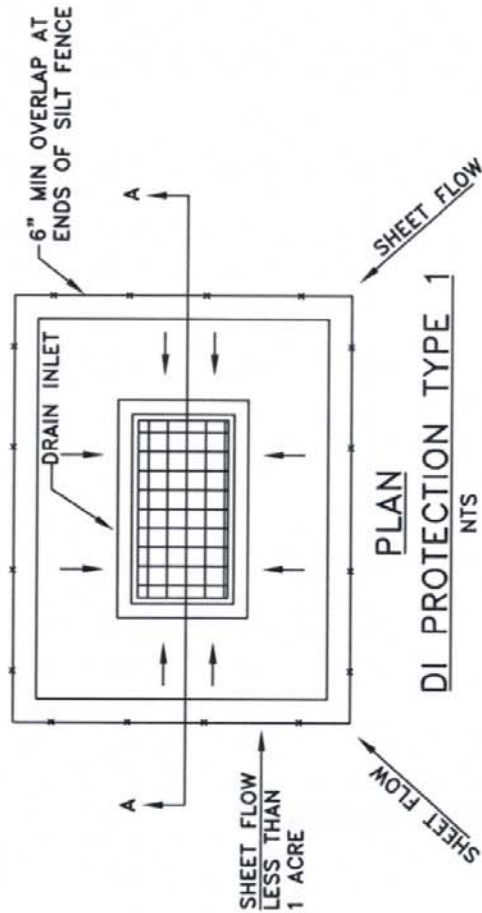
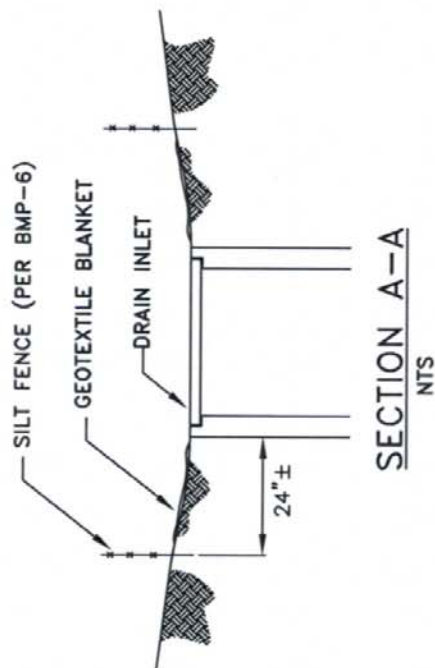
SCALE: NONE

REVISED: APRIL 2007

DRAWN BY: STAFF

APPROVED BY: R JENSEN

BMP-8



NOTES:

1. FOR USE IN AREAS WHERE GRADING HAS BEEN COMPLETED AND FINAL SOIL STABILIZATION AND SEEDING ARE PENDING.
2. NOT APPLICABLE IN PAVED AREAS.
3. NOT APPLICABLE IN CONCENTRATED FLOWS.

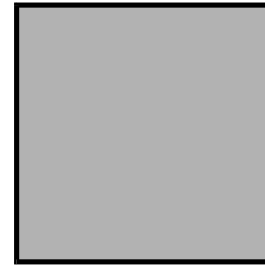
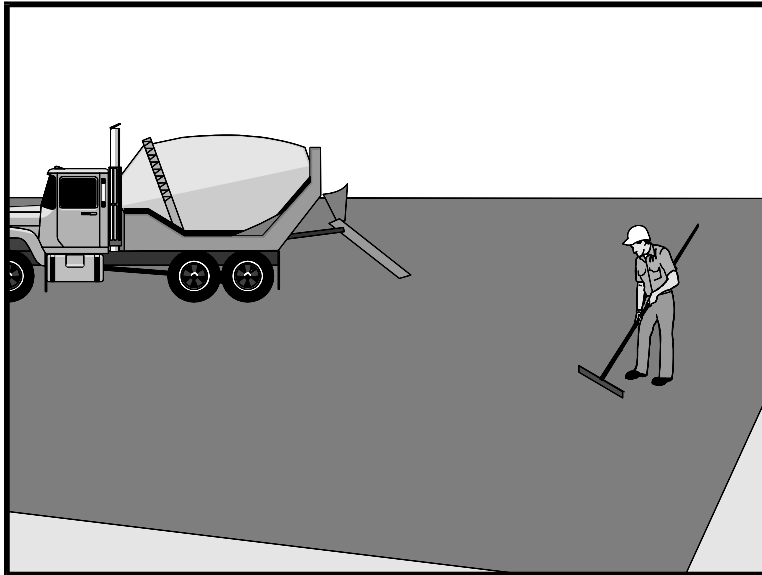
ROB JENSEN
DIRECTOR OF PUBLIC WORKS/CITY ENGINEER

CITY OF
ROSEVILLE
CALIFORNIA
DEPARTMENT OF
PUBLIC WORKS

**STORM DRAIN INLET
PROTECTION INSTALLATION**

SCALE: NONE
REVISED: APRIL 2007
DRAWN BY: STAFF
APPROVED BY: R JENSEN

BMP-11



Standard Symbol

BMP Objectives

- Soil Stabilization
- Sediment Control
- Tracking Control
- Wind Erosion Control
- Non-Storm Water Management
- Materials and Waste Management

Definition and Purpose

Procedures and practices for conducting paving, saw cutting, and grinding operations to minimize the transport of pollutants to the storm drain system or receiving water body.

Appropriate Applications

These procedures are implemented where paving, surfacing, resurfacing, grinding or sawcutting, may pollute storm water runoff or discharge to the storm drain system or watercourses.

Limitations

- Finer solids are not effectively removed by filtration systems.
- Paving opportunities may be limited during wet weather.

Standards and Specifications

- Substances used to coat asphalt transport trucks, asphalt trucks, and asphalt spreading equipment shall not contain soap and shall be non-foaming and non-toxic.
- Place plastic materials under asphaltic concrete (AC) paving equipment while not in use, to catch and/or contain drips and leaks. See also BMP WM-4, "Spill Prevention and Control."
- When paving involves AC, the following steps shall be implemented to prevent the discharge of uncompacted or loose AC, tack coats, equipment cleaners, or other paving materials:
 - Minimize sand and gravel from new asphalt from getting into storm drains, streets, and creeks by sweeping.
 - Old or spilled asphalt must be recycled or disposed as approved by the Resident Engineer (RE).

- AC grindings, pieces, or chunks used in embankments or shoulder backing must not be allowed to enter any storm drain or watercourses. Install silt fence until structure is stabilized or permanent controls are in place.
- Collect and remove all broken asphalt and recycle when practical; otherwise, dispose in accordance with Standard Specification 7-1.13.
- Any AC chunks and pieces used in embankments must be placed above the water table and covered by at least 0.3 m (1 ft) of material.
- During chip seal application and sweeping operations, petroleum or petroleum covered aggregate must not be allowed to enter any storm drain or water courses. Use silt fence until installation is complete.
- Use only non-toxic substances to coat asphalt transport trucks and asphalt spreading equipment.
- Drainage inlet structures and manholes shall be covered with filter fabric during application of seal coat, tack coat, slurry seal, and/or fog seal.
- Seal coat, tack coat, slurry seal, or fog seal shall not be applied if rainfall is predicted to occur during the application or curing period.
- Paving equipment parked onsite shall be parked over plastic to prevent soil contamination.
- Clean asphalt-coated equipment off-site whenever possible. When cleaning dry, hardened asphalt from equipment, manage hardened asphalt debris as described in BMP WM-5, “Solid Waste Management.” Any cleaning onsite shall follow BMP NS-8, “Vehicle and Equipment Cleaning.”
- Do not wash sweepings from exposed aggregate concrete into a storm drain system. Collect and return to aggregate base stockpile, or dispose of properly.
- Allow aggregate rinse to settle. Then, either allow rinse water to dry in a temporary pit as described in BMP WM-8, “Concrete Waste Management,” or dispose in accordance with Standard Specifications Section 7-1.13.
- Do not allow saw-cut Portland Concrete Cement (PCC) slurry to enter storm drains or watercourses.

Pavement Grinding or Removal

- Residue from PCC grinding operations shall be picked up by means of a vacuum attachment to the grinding machine, shall not be allowed to flow across the pavement, and shall not be left on the surface of the pavement. See also BMP WM-8, “Concrete Waste Management,” and BMP WM-10, “Liquid Waste Management,” and Standard Specifications Section 42-2

“Grindings.”

- Collect pavement digout material by mechanical or manual methods. This material may be recycled if approved by the RE for use as shoulder backing or base material at locations approved by the RE.
- If digout material cannot be recycled, transport the material back to a maintenance facility or approved storage site.
- Digout activities shall not be conducted in the rain.
- When approved by the RE, stockpile material removed from roadways away from drain inlets, drainage ditches, and watercourses and stored consistent with BMP WM-3, “Stockpile Management.”
- Disposal or use of AC grindings shall be approved by the RE. See also BMP WM-8, “Concrete Waste Management.”

Thermoplastic Striping

- All thermoplastic striper and pre-heater equipment shutoff valves shall be inspected to ensure that they are working properly to prevent leaking thermoplastic from entering drain inlets, the storm water drainage system, or watercourses.
- The pre-heater shall be filled carefully to prevent splashing or spilling of hot thermoplastic. Leave six inches of space at the top of the pre-heater container when filling thermoplastic to allow room for material to move when the vehicle is deadheaded.
- Contractor shall not pre-heat, transfer, or load thermoplastic near drain inlets or watercourses.
- Clean truck beds daily of loose debris and melted thermoplastic. When possible recycle thermoplastic material. Thermoplastic waste shall be disposed of in accordance with Standard Specification 7-1.13.

Raised/Recessed Pavement Marker Application and Removal

- Do not transfer or load bituminous material near drain inlets, the storm water drainage system or watercourses.
- Melting tanks shall be loaded with care and not filled to beyond six inches from the top to leave room for splashing when vehicle is deadheaded.
- When servicing or filling melting tanks, ensure all pressure is released before removing lids to avoid spills.
- On large scale projects, use mechanical or manual methods to collect excess

bituminous material from the roadway after removal of markers.

- Waste shall be disposed of in accordance with Standard Specification 7-1.13.

Maintenance and Inspection

- Inspect and maintain machinery regularly to minimize leaks and drips.
- Ensure that employees and subcontractors are implementing appropriate measures during paving operations.



APPENDIX E

2020 RESIDENTIAL RESURFACING PROJECT
ROSEVILLE CAPE SEAL STREETS

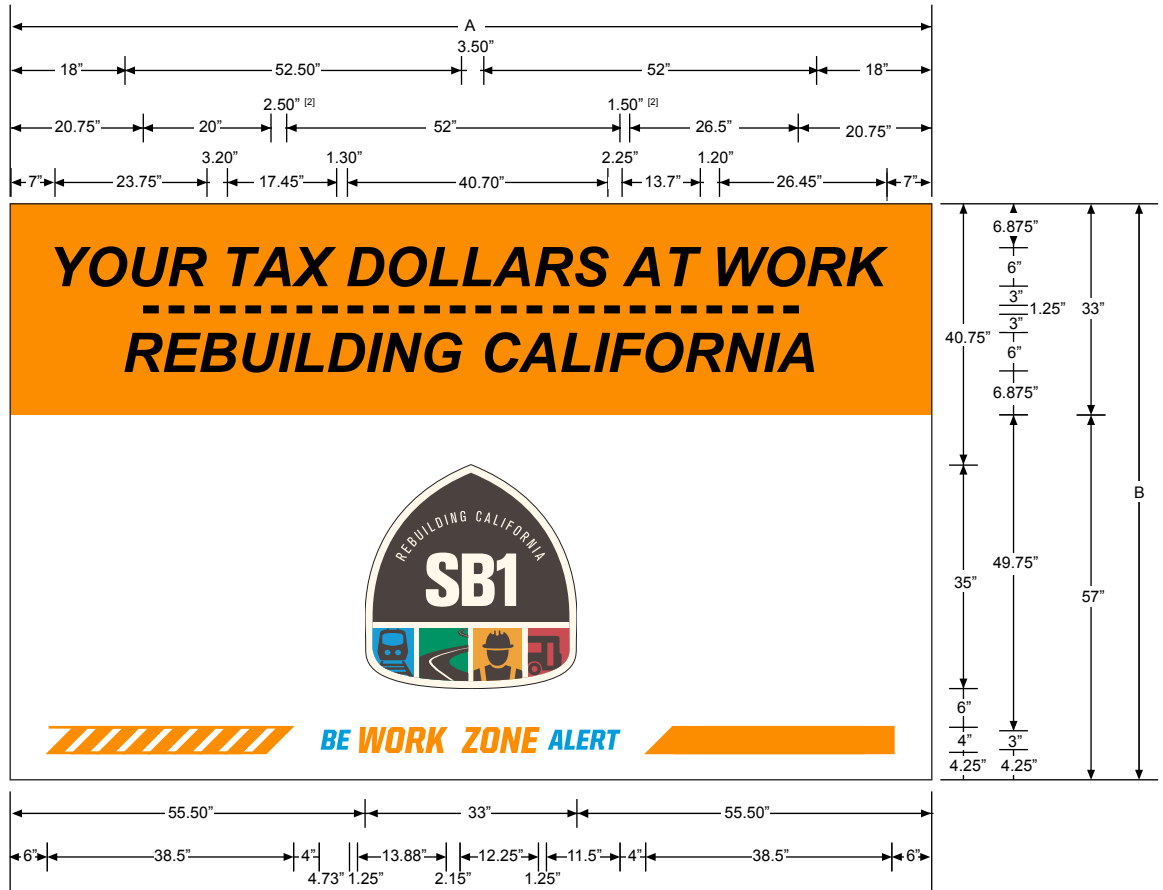
Street Name	From	To	Estimated Area
			(SQYD)
Vista Creek Dr	Champion Oaks Dr	Old Hart Ranch Rd	6,731
Old Hart Ranch Rd	Creek Dr	End	8,184
Lund Dr	Old Auburn Rd	Old Hart Ranch Rd	460
Edgewater Ct	Creek Dr	End	967
Valley View Ct	Creek Dr	End	1,076
Sandmont Dr	Champion Oaks Dr	Creek Dr	2,513
Sandmont Ct	Sandmont Dr	End	928
Ridgeview Dr	Champion Oaks Dr	End	6,267
Glen Tree Ct	Ridgeview Dr	End	762
TOTAL (HIDDEN ROW)			27,888
TOTAL (ROUNDED)			27,900

2020 RESIDENTIAL RESURFACING PROJECT
MICRO-SURFACING ONLY STREETS

Street Name	From	To	Estimated Area
			(SQYD)
Automall Dr	North Sunrise Av	North Sunrise Av	19,032
Scarborough Blvd	Secret Ravine Pkwy	Lysander Way	7,101
Yosemite	Atlantic St	Shasta St	8,379
TOTAL (ROUNDED)			34,600

APPENDIX F

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION



NOTES:

1. Provided dimensions are for the 144"x90" sign. For the 96"x60" sign, calculate each dimension by 2/3 (0.667).
For the 48"x30" sign, calculate each dimension by 1/3 (0.333).
2. Use when the project involves Senate Bill 1 funds.

C48 (CA)

ENGLISH UNITS

A	B
144	90
96	60
48	30

COLORS: LEGEND - BLACK (ARIAL BOLD ITALIC)

BACKGROUND - WHITE AND FLUORESCENT ORANGE

SENATE BILL 1 LOGO - CMYK COORDINATES FOR SB1 LOGO ARE AS FOLLOWS:

BROWN (C 80%, M 80%, Y 80%, K 20%), LIGHT CREAM (C 0%, M 2%, Y 7%, K 0%),

BLUE (C 75%, M 23%, Y 1%, K 0%), GREEN (C 90%, M 20%, Y 80%, 0%),

YELLOW GOLD (C 0%, M 38%, Y 85%, K 4%), RED (C 16%, M 84%, Y 65%, K 3%)

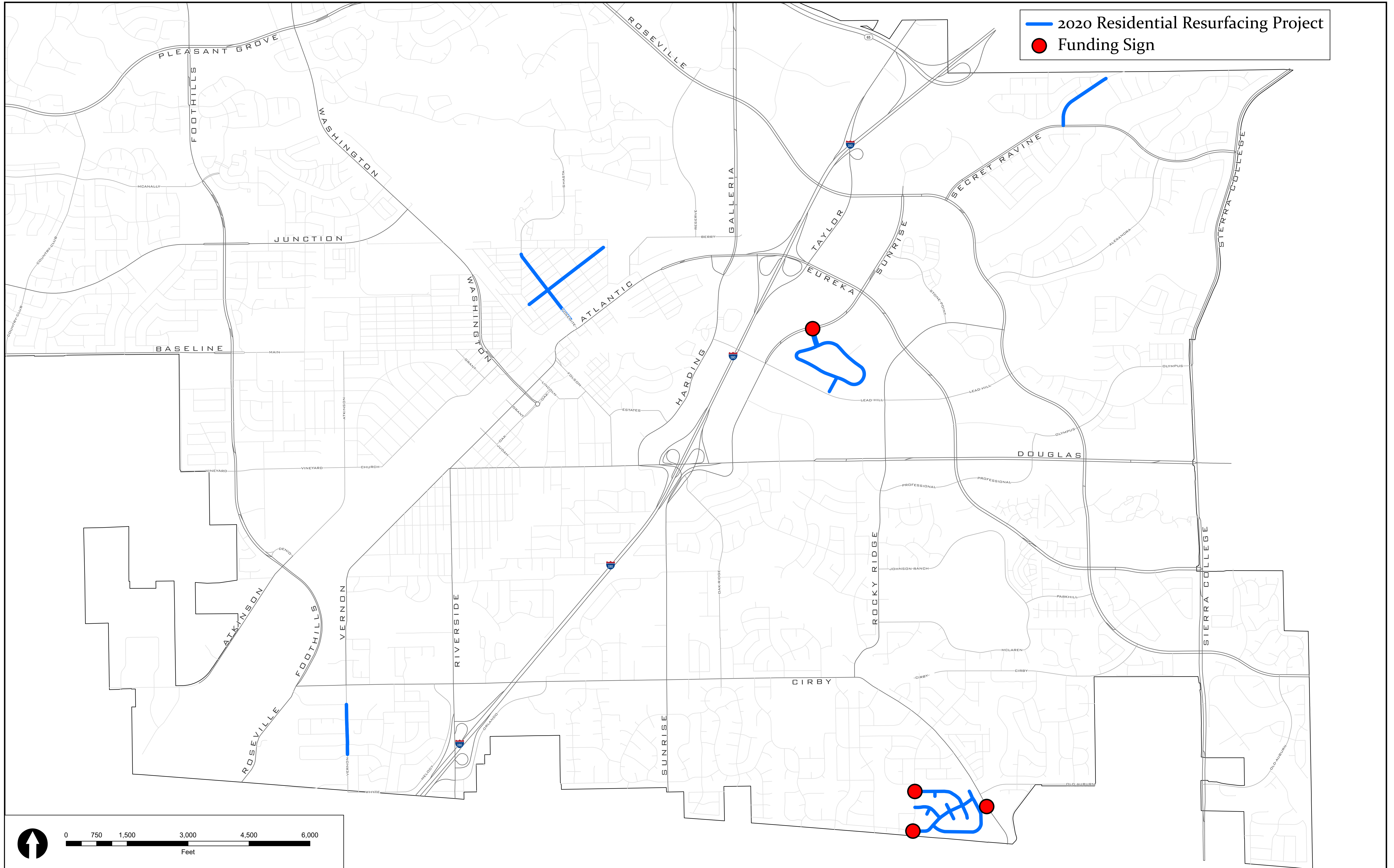
BE WORK ZONE ALERT RIBBON: PANTONE #299 BLUE AND ORANGE

(SEE VECTOR GRAPHICS FILES FOR SB1 LOGO AND BE WORK ZONE ALERT RIBBON)

ALL COLORS TO BE RETROREFLECTIVE, EXCEPT FOR BLACK

2019 RESIDENTIAL RESURFACING PROJECT
PROJECT FUNDING INFORMATION SIGNS LOCATIONS

Location	Description	C48 (CA)(48"x30")	C48 (CA)(96"x60")
		(EA)	(EA)
Automall Drive	At Automall Dr and N Sunrise Ave, FSBT		1
Ridgeview Drive	At Ridgeview Dr and Champion Oaks Dr, FEBT	1	
Vista Creek Drive	At Vista Creek Dr and Champion Oaks Dr, FEBT	1	
Lund Dr	At Lund Dr and Old Hart Ranch Rd, FWBT	1	
TOTAL		3	1





COUNCIL COMMUNICATION

CC #: 0893
File #: 0900-02

Title: 2018 Sewer Collection System Cured-in-Place Pipe Rehabilitation Project - Award of Contract
Contact: Tracie Mueller 916-774-5688 trmueller@roseville.ca.us

Meeting Date: 8/5/2020
Item #: 7.2.

RECOMMENDATION TO COUNCIL

Staff recommends City Council:

- 1) Approve the attached construction contract with Express Sewer & Drain, Inc. in the amount of \$654,672 for the 2018 Sewer Collection System Cured-in-Place Pipe (CIPP) Rehabilitation Project (Project),
- 2) Adopt a resolution authorizing the City Manager to execute the attached construction contract for the Project, and
- 3) Authorize the Environmental Utilities Director or his designee to approve and pay for contract change orders for the Project that could increase the contract amount by no more than 10% (\$65,467) or a not-to-exceed total contract amount of \$720,139.

BACKGROUND

The Environmental Utilities Department has an ongoing repair and maintenance program for its sewer collection system. To date, the rehabilitation program has repaired over 16 miles of defective sewer pipeline.

On March 4, 2020, City Council approved plans and specifications for the 2018 Sewer Collection System Cured-in-Place Pipe (CIPP) Rehabilitation Project and authorized the Environmental Utilities Department to advertise and accept bids. This year's plan, as previously presented to City Council at the March 4, 2020, City Council Meeting, was to repair approximately 18,500 linear feet of the collection system that has cracked and/or deteriorated pipe. The bidding period, however, was extended two months to allow for both the City and the potential bidders to implement modifications to the bid process required during the COVID-19 pandemic. Due to the extended bid period, the amount of pipeline to be lined has been reduced to approximately 9,124 linear feet via addendum as the construction work needs to be complete before the start of the rainy season.

For City Council consideration under this memorandum is the award of the construction contract. Only one bid was received for the Project. The bid was opened at the City Clerk's office on June

8, 2020. The construction cost received in the bid was \$654,672. The Engineers' Estimate was \$1,280,000. A summary of the bids received is attached as Exhibit A. The construction contract agreement is attached as Exhibit B.

FISCAL IMPACT

The existing project budget is \$2,733,387 which is funded by the Wastewater Rehabilitation Fund (Project Number 400078). To date, approximately \$50,000 has been spent including secondary labor and other expenses. The remaining available budget is therefore approximately \$2,683,387 which is adequate to fund this construction contract (\$654,672), the requested construction change order allowance (\$65,467), and the estimated \$75,000 needed for secondary labor during construction. A portion of the remaining project budget will be used to complete the amount of CIPP lining removed from this year's schedule due to COVID-19. The remaining project funds will be used for the construction of lateral pipe lining during FY2020-21.

ENVIRONMENTAL REVIEW

The proposed project involves the repair 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.

Respectfully Submitted,

Tracie Mueller, Senior Engineer

Richard Plecker, Environmental Utilities Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Exhibit A Bid Summary Sheet

Resolution No. 20-299

Exhibit B Agreement

RFP #08-066

DATE: June 8, 2020

TIME: 3:00 PM

BID BOND REQUIRED: YES

BID SUMMARY SHEET

BID OPENING FOR:

2018 Sewer Collection System Cured-in-Place Pipe Rehabilitation Project



Bidders Name City, State	Bid Bond	Addendum 1	Addendum 2	Addendum 3	Addendum 4	Grand Total Price
Express Sewer & Drain, Inc. Rancho Cordova, CA	✓	✓	✓	✓	✓	654,672.00

Please Sign-In

Staff

Visitors (Name & Company)

Visitors (Name & Company)

Linda York 804222
[Signature]

RESOLUTION NO. 20-299

APPROVING AN AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND EXPRESS SEWER & DRAIN, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an Agreement for the 2018 Sewer Collections System Cured-in-Place Pipe Rehabilitation project, by and between the City of Roseville and Express Sewer & Drain, Inc., 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 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 _____, 2020, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

A G R E E M E N T

THIS AGREEMENT, is made and entered into this ____ day of _____,
20____, by and between the City of Roseville, a municipal corporation, ("CITY"), and
Express Sewer & Drain, Inc., a Corporation,
("CONTRACTOR"); and

W I T N E S S E T H:

WHEREAS, the City Council of the CITY, at a meeting held on the 4th day of
March, 2020, approved plans and specifications for the _____
2018 Sewer Collections System Cured-in-Place Pipe Rehabilitation Project

and directed the City Clerk to advertise for sealed proposals for doing said work and providing
that bids be submitted on the 8th day of June, 2020; and

WHEREAS, the City Clerk, thereafter duly and regularly caused a notice to be published
in the manner and for the time prescribed by law; and

WHEREAS, CONTRACTOR, pursuant to the provisions of said notice duly filed a bid
with the City Clerk, a true copy of which bid is now on file in the office of the City Clerk, and is
hereby referred to and by this reference made a part hereof as fully as if set forth at length herein;
and

WHEREAS, all bids received pursuant to said notice were opened and examined and
publicly declared at the time specified in said advertisement for bids and at a meeting of the City
Council held on the ____ day of _____, 20____, the Council found and

declared the bid of CONTRACTOR to be the lowest responsible bid and thereupon awarded a contract to CONTRACTOR to do the work referred to in the aforementioned specifications.

NOW, THEREFORE, the parties agree as follows:

1. THE WORK. CONTRACTOR agrees:

a. To do the work and furnish all the labor, materials, tools, supplies, equipment, superintendence, insurance, and bonds required for the _____

2018 Sewer Collections System Cured-in-Place Pipe Rehabilitation Project

in accordance with the Contract Documents (the Work).

b. To do and perform the Work contemplated hereby in a good and workmanlike manner under the direction of and to the satisfaction of the Director of Public Works of the City of Roseville.

2. PAYMENT. CITY shall pay CONTRACTOR Six Hundred Fifty Four thousand
six hundred seventy two dollars (\$ 654,672.00) for the Work to be done under this Agreement in accordance with the Contract Documents.

3. CONTRACT DOCUMENTS. The complete Agreement between the parties hereto consists of the following documents:

- a. The advertisement for bids (including the notice to bidders, instructions to bidders and proposals);
- b. The accepted bid;
- c. Plans and specifications (including standard construction specifications, special provisions and construction details);
- d. Bonds and insurance required by the specifications; and

e. This contract.

All documents specified above are intended to operate so that any work called for in any one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents.

4. LIQUIDATED DAMAGES. In the event CONTRACTOR does not complete the Work within the time specified, CONTRACTOR agrees that CITY will suffer damages. Inasmuch as the actual damages which would result from such breach by CONTRACTOR under this Agreement are uncertain, and would be impractical or extremely difficult to fix, CONTRACTOR agrees that it shall pay, or CITY shall deduct from CONTRACTOR's fee, the amount of \$ 1,000 per day as liquidated damages, in the event of such delay.

5. TIME OF COMPLETION. Time is of the essence of this Agreement. CONTRACTOR shall complete all Work under the Contract Documents within 100 Days of the date of this Contract. CONTRACTOR shall begin work by the date specified in the "Notice to Proceed" letter and shall diligently prosecute all of the Work under this Contract in all parts and requirements as defined in the Contract Documents.

6. SERVICE OF NOTICE. Any notice required or permitted to be given under this Agreement shall be deemed given when (a) personally delivered to the recipient identified below; (b) mailed by registered or certified mail, return receipt requested, postage pre-paid, to the address specified below; or (c) sent by facsimile, with confirmation of receipt, to the facsimile number identified below.

CITY OF ROSEVILLE

Tracie Mueller
Environmental Utilities Technical Services
2005 Hilltop Circle
Roseville, CA 95747

CONTRACTOR

Express Drain & Sewer
William Heinselman
3300 Fitzgerald Road
Rancho Cordova, CA 95742

CITY may also act through either its architect or construction manager if CITY expressly gives notice to CONTRACTOR, in writing, that CITY's designee has authority to act for CITY in a specific capacity.

7. DISPUTES. Disputes arising from this Agreement will be determined in accordance with the Contract Documents and Public Contract Code Sections 10240-10240.13.

8. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

9. INDEPENDENT CONTRACTOR. CONTRACTOR 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.

10. SUCCESSORS IN INTEREST. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

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

12. 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.

13. 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.

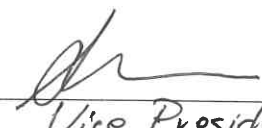
14. CONTRACTORS LICENSE LAW. CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR (4) YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISISON PERTAINING TO STRUCUTRAL DEFECTS MUST BE FILED WITHIN TEN (10) YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826.

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 CONTRACTOR has caused this Agreement to be duly executed.

CITY OF ROSEVILLE, a
municipal corporation

Express Sewer & Drain, Inc. _____, a
Corporation _____

BY: _____
DOMINICK CASEY
City Manager

BY: 
its: Vice President
and

ATTEST:

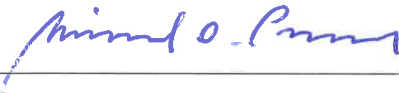
BY: _____
its: _____

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY:  _____

Print Name: Richard D. Plecker

Title: Environmental Utilities Director



COUNCIL COMMUNICATION

CC #: 0896

File #: 0900-02

Title: Aquifer Storage and Recovery - Monitoring Wells Project - Award of Contract

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

Meeting Date: 8/5/2020

Item #: 7.3.

RECOMMENDATION TO COUNCIL

Staff recommends City Council award the project to the apparent low bidder, Well Industries, Inc. dba North State Drilling for the Aquifer Storage and Recovery (ASR) - Monitoring Wells Project (Project #500156) in the amount of \$697,700, adopt a resolution authorizing the City Manager to execute the agreement with Well Industries, Inc. dba North State Drilling, and authorize staff to approve change order requests in an amount not to exceed 10% of the contract amount.

BACKGROUND

The objective of this project is to support Roseville's Groundwater Program by installing groundwater monitoring wells at up to eight (8) sites in the City. These wells will provide essential geology and groundwater quality data that will validate the technical feasibility of planned ASR production wells at these sites. The primary purpose of this exploratory data collection effort is to provide pre-design information for ASR production wells as described above to limit the fiscal risk to the City, especially if the site is discovered to be unworkable through the less expensive monitoring well drilling process. The monitoring wells will also provide secondary benefits, including groundwater elevation and water quality data that can be used to manage ongoing ASR program implementation and can also be used to support regional efforts to sustainably manage the groundwater basin in accordance with State regulatory requirements. Ultimately, these ASR production well sites and accompanying monitoring wells will allow Roseville to diversify our water supplies, providing water supply reliability benefits to meet the needs of our customers and provide the foundation for a thriving economy.

On May 6, 2020, City Council approved the plans and specifications for the ASR - Monitoring Wells Project and authorized staff to advertise the project and accept bids from prospective bidders. Six bids were received and opened in the City Clerk's office on June 9, 2020. A copy of the bid summary sheet is attached.

Environmental Utilities Department (EUD) staff determined that the bids were accurate and responsive. EUD staff concluded that the lowest bid was reasonable and recommends that the Construction Contract be awarded to the low bidder, Well Industries, Inc. dba North State Drilling.

FISCAL IMPACT

The cost for the construction agreement, including a 10% contingency, is \$767,470. Funding for this project is from the Water Construction Fund, which is funded through connection fees assessed upon developers.

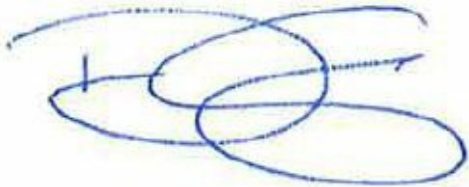
ENVIRONMENTAL REVIEW

The proposed project involves basic data collection and resource evaluation activities which do not result in a disturbance to environmental resources, which is categorically exempt from CEQA as a Class 6 Exemption (State CEQA Guidelines §15306). The project also involves construction of minor facilities, which is categorically exempt from CEQA as a Class 3 Exemption (State CEQA Guidelines §15303) and minor alterations to land, which is categorically exempt from CEQA as a Class 4 Exemption (State CEQA Guidelines §15304). The Exemption has been prepared and no further CEQA action is required.

Respectfully Submitted,

Jason T. Marks, Senior Engineer

Richard Plecker, Environmental Utilities Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 20-300

Agreement with Well Industries, Inc.

Bid Summary Sheet

RESOLUTION NO. 20-300

APPROVING AN AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND WELL INDUSTRIES, INC. DBA NORTH STATE DRILLING, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an Agreement for the Aquifer Storage and Recovery – Monitoring Wells project, between Well Industries, Inc. dba North State Drilling 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 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 _____, 2020, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

A G R E E M E N T

THIS AGREEMENT, is made and entered into this ____ day of _____, 20____, by and between the City of Roseville, a municipal corporation, (“CITY”), and Well Industries, Inc. dba North State Drilling _____, a _____ Corporation _____, (“CONTRACTOR”); and

W I T N E S S E T H:

WHEREAS, the City Council of the CITY, at a meeting held on the 6 day of May _____, 2020, approved plans and specifications for the Aquifer Storage and Recovery - Monitoring Wells Project

and directed the City Clerk to advertise for sealed proposals for doing said work and providing that bids be submitted on the 9 day of June, 2020; and

WHEREAS, the City Clerk, thereafter duly and regularly caused a notice to be published in the manner and for the time prescribed by law; and

WHEREAS, CONTRACTOR, pursuant to the provisions of said notice duly filed a bid with the City Clerk, a true copy of which bid is now on file in the office of the City Clerk, and is hereby referred to and by this reference made a part hereof as fully as if set forth at length herein; and

WHEREAS, all bids received pursuant to said notice were opened and examined and publicly declared at the time specified in said advertisement for bids and at a meeting of the City Council held on the ____ day of _____, 20____, the Council found and

declared the bid of CONTRACTOR to be the lowest responsible bid and thereupon awarded a contract to CONTRACTOR to do the work referred to in the aforementioned specifications.

NOW, THEREFORE, the parties agree as follows:

1. THE WORK. CONTRACTOR agrees:

a. To do the work and furnish all the labor, materials, tools, supplies, equipment, superintendence, insurance, and bonds required for the Aquifer Storage and Recovery - Monitoring Wells Project

in accordance with the Contract Documents (the Work).

b. To do and perform the Work contemplated hereby in a good and workmanlike manner under the direction of and to the satisfaction of the Director of Public Works of the City of Roseville.

2. PAYMENT. CITY shall pay CONTRACTOR Six Hundred Ninety Seven Thousand Seven Hundred dollars (\$ 697,700.00) for the Work to be done under this Agreement in accordance with the Contract Documents.

3. CONTRACT DOCUMENTS. The complete Agreement between the parties hereto consists of the following documents:

- a. The advertisement for bids (including the notice to bidders, instructions to bidders and proposals);
- b. The accepted bid;
- c. Plans and specifications (including standard construction specifications, special provisions and construction details);
- d. Bonds and insurance required by the specifications; and

e. This contract.

All documents specified above are intended to operate so that any work called for in any one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents.

4. LIQUIDATED DAMAGES. In the event CONTRACTOR does not complete the Work within the time specified, CONTRACTOR agrees that CITY will suffer damages. Inasmuch as the actual damages which would result from such breach by CONTRACTOR under this Agreement are uncertain, and would be impractical or extremely difficult to fix, CONTRACTOR agrees that it shall pay, or CITY shall deduct from CONTRACTOR's fee, the amount of \$ 1,000 per day as liquidated damages, in the event of such delay.

5. TIME OF COMPLETION. Time is of the essence of this Agreement. CONTRACTOR shall complete all Work under the Contract Documents within 120 Days of the date of this Contract. CONTRACTOR shall begin work by the date specified in the "Notice to Proceed" letter and shall diligently prosecute all of the Work under this Contract in all parts and requirements as defined in the Contract Documents.

6. SERVICE OF NOTICE. Any notice required or permitted to be given under this Agreement shall be deemed given when (a) personally delivered to the recipient identified below; (b) mailed by registered or certified mail, return receipt requested, postage pre-paid, to the address specified below; or (c) sent by facsimile, with confirmation of receipt, to the facsimile number identified below.

CITY OF ROSEVILLE

Jason Marks
City of Roseville
2005 Hilltop Circle
Roseville, CA 95747 Attn. Jason Marks

CONTRACTOR

Ron Stilwell
Well Industries, Inc.
3282 Hwy 32
Chico, CA 95973

CITY may also act through either its architect or construction manager if CITY expressly gives notice to CONTRACTOR, in writing, that CITY's designee has authority to act for CITY in a specific capacity.

7. DISPUTES. Disputes arising from this Agreement will be determined in accordance with the Contract Documents and Public Contract Code Sections 10240-10240.13.

8. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

9. INDEPENDENT CONTRACTOR. CONTRACTOR 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.

10. SUCCESSORS IN INTEREST. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

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

12. 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.

13. 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.

14. CONTRACTORS LICENSE LAW. CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR (4) YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISISON PERTAINING TO STRUCUTRAL DEFECTS MUST BE FILED WITHIN TEN (10) YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826.

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 CONTRACTOR has caused this Agreement to be duly executed.

CITY OF ROSEVILLE, a
municipal corporation

BY: _____
DOMINICK CASEY
City Manager

Well Industries, Inc. dba North State Drilling , a
Corporation

BY: 
its: President

and

ATTEST:

BY:

its:


President

BY:

SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY:

ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY:



Print Name: Richard D. Plecker

Title: Director of Environmental Utilities

RFP #08-066

DATE: June 9, 2020

TIME: 3:00 PM

BID BOND REQUIRED: YES

BID SUMMARY SHEET

BID OPENING FOR:

**Aquifer Storage and Recovery-
Monitoring Wells Project**



Bidders Name City, State	Bid Bond	Addendum 1	Addendum 2	Grand Total Price
Lystek International Fairfield, CA				
Bradley & Sons, Inc. Del Rey, CA	✓	✓	✓	795,510.00
Well Industries Inc. Chico, CA	✓	✓	✓	697,700.00
Jensen Drilling Company Eugene, OR	✓	✓	✓	1,397,000.00
Nor-Cal Pump & Well Drilling, Inc. Yuba City, CA	✓	✓	✓	1,079,065.00
Roadrunner Drilling & Pump Company, Inc. Woodland, CA	✓	✓	✓	976,930.00
Arthur & Orum Well Drilling Fresno, CA	✓	✓	✓	1,033,990.00

Please Sign-In

Staff

Visitors (Name & Company)

Visitors (Name & Company)

[Signature]
Linda York Young



COUNCIL COMMUNICATION

CC #: 0921
File #: 0203-10

Title: Library Materials (RFP 13-087) - Purchase Orders
Contact: Chris Rohde 916-746-1216 crohde@roseville.ca.us

Meeting Date: 8/5/2020
Item #: 7.4.

RECOMMENDATION TO COUNCIL

Authorize 2-year purchase orders to Baker & Taylor, LLC, Bibliotheca, LLC, Ingram Library Services, LLC, Midwest Tape, LLC, and Overdrive, Inc. for the purchase of materials for the City of Roseville library collection through FY2021-22.

BACKGROUND

The Parks, Recreation & Libraries (PRL) Department has a recurring requirement for materials for use in all three libraries and online. These materials include informational, recreational and educational books, physical media such as DVDs and CDs, eBooks and eAudiobooks that will be available to our customers to download or check out.

The Parks, Recreation & Libraries Department issued an RFP in April 2020 for vendors who provide a variety of library materials for purchase. Five vendors were chosen, all from which the PRL Department has been purchasing library materials for the past several years and have proven to be reliable, efficient and cost effective. Those vendors are Baker & Taylor, LLC, Bibliotheca, LLC, Ingram Library Services, LLC, Midwest Tape, LLC, and Overdrive, Inc.

FISCAL IMPACT

Funding for library materials is included in the approved Parks, Recreation & Libraries FY2020-21 budget. The not-to-exceed amount is \$357,000 for FY2020-21 and \$375,000 for FY2021-22. Funding for the first year is included in the approved Parks, Recreation & Libraries FY2020-21 budget. Funding for FY2021-22 will be requested through the annual budget process.

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 library materials meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Chris Rohde, Parks, Recreation & Libraries Supervisor

Jill Geller, Parks, Recreation & Libraries Director

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 #: 0923
File #: 0203-10

Title: Library Media Materials - Annual Purchase Order Amendment
Contact: Jeff Nereson 916-774-5974 jnereson@roseville.ca.us

Meeting Date: 8/5/2020
Item #: 7.5.

RECOMMENDATION TO COUNCIL

Staff requests Council to approve Amendment No.1 to the Purchase Order P9001707 with Baker and Taylor, LLC for print material and media for the City of Roseville Parks, Recreation & Libraries Department.

BACKGROUND

The Parks, Recreation & Libraries Department has a recurring requirement for materials for use in the City's three libraries and online. These materials include informational, recreational and educational books, physical media such as DVDs and CDs, eBooks and eAudiobooks that will be available to our customers to download or check out.

The Parks, Recreation & Libraries Department issued a request for proposal (RFP) in April 2015 to formalize the process for the purchase of materials. Baker & Taylor, LLC was one of two vendors awarded the contract. This action will be the final within this agreement, as it expired June 2020. The new agreement is awaiting Council approval.

This request is for an increase in purchase authority in the FY2019-20 budget on the existing Purchase Order P9001707 for Baker and Taylor, LLC to \$203,019, an increase of \$3,019.

FISCAL IMPACT

The original Purchase Order P9001707 was in an amount of \$200,000. The total of the requested amendment shall not exceed \$203,019, an increase of \$3,019. Funding for this expenditure is included in the approved Parks, Recreation & Libraries FY2019-20 budget.

ENVIRONMENTAL REVIEW

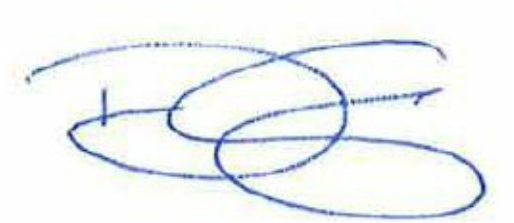
The California Environmental Quality Act (CEQA) does not apply to activities that will not result in

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. An amendment to a purchase order for library media materials meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Jeff Nereson, Parks, Recreation & Libraries Superintendent

Jill Geller, Parks, Recreation & Libraries Director

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

Dominick Casey, City Manager



COUNCIL COMMUNICATION

CC #: 0909
File #: 0800-02

Title: Screenings Grinder and Washer Compactor Combination Units (RFQ 10-3264) - Contract Purchase Agreement
Contact: Babette Owens 916-774-5704 bowens@roseville.ca.us

Meeting Date: 8/5/2020
Item #: 7.6.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution to approve a contract purchase agreement with JWC Environmental, Inc. for the purchase, delivery, and initial set up of two (2) Screenings Grinder and Washer Compactor Combination Units, and authorize the City Manager to execute it.

BACKGROUND

The Pleasant Grove Wastewater Treatment Plant is in need of two (2) new screenings grinder and washer compactor combination units to replace the current equipment which is past its life cycle and requires excessive maintenance to maintain operation.

A formal bid was issued where vendors were asked to provide a grand total for the purchase, delivery and the initial set up of two (2) Screenings Grinder and Washer Compactor Combination Units for the Pleasant Grove Wastewater Treatment Plant. Only one vendor, JWC Environmental, Inc. responded.

FISCAL IMPACT

The total cost of two (2) Screenings Grinder and Washer Compactor Combination Units is \$174,360.66. Funding is included in the Environmental Utilities Department's FY2020-21 operating budget.

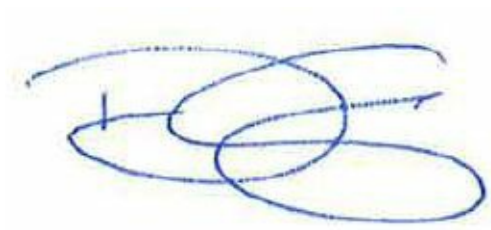
ENVIRONMENTAL REVIEW

The proposed project involves the replacement of equipment at 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.

Respectfully Submitted,

Babette Owens, Buyer

Dennis Kauffman, Assistant City Manager/Chief Financial Officer

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 No. 20-310

CPA 3000374

RESOLUTION NO. 20-310

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

WHEREAS, a contract purchase agreement (3000374) for Screenings Grinder and
Washer Compactor Combination Units, between the City of Roseville and JWC Environmental,
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.

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



Contract Purchase Agreement 3000374

Agreement	3000374
Agreement Date	11-JUN-2020
Revision	0
Agreement Amount	174,360.66 USD

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

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

Supplier **JWC Environmental Inc**
2850 S Red Hill Ave
Ste 125
Santa Ana, CA 92705

Phone: ()
Fax: ()
Email:

Description of Labor, equipment and/or materials VENDOR SHALL PROVIDE AND DELIVER (2) SCREENINGS GRINDER AND WASHER COMPACTOR COMBINATIONS UNITS TO THE CITY OF ROSEVILLE DRY CREEK WASTEWATER TREATMENT PLANT IN ACCORDANCE WITH ALL SPECIFICATIONS, TERMS AND CONDITIONS, AND ATTACHMENT OF RFQ 10-3264.

PLEASE CONTACT BLAINE WIEGEL AT 916- 746-1833 OR FOR QUESTIONS REGARDING THIS AGREEMENT.

START DATE EXECUTED AGREEMENT
END DATE: UPON FINAL PAYMENT

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	12352	Net 30	Freight on Board at the destination	Destination	Best Method
Start Date	End Date	Confirm To			
Babette Owens Phone 1-916-774-5704					

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 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 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 fair employment practices must be adhered to. In addition, if the project referenced on this service agreement is a Public Works project, all prevailing wage laws must be complied with. 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 for Workers' Compensation. 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 hereof.
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. If the project referenced on this agreement is a Public Works project, then the following shall apply: 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. If the project referenced on this agreement is a Public Works project, then the following shall apply: 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.

21. **LIMITATION OF LIABILITY.** Notwithstanding any terms in the agreement to the contrary, in no event shall the Seller be liable for lost revenue or other special, indirect or consequential damages. The total liability of the Seller to the Buyer shall not exceed 2x the purchase order price.

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. _____

DIR Registration No. _____

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.

Negotiated Terms & Conditions Between JWC Environmental Inc. and the City of Roseville Dated 6/11/20 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: _____

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 3000374

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	JWC ENVIRONMENTAL INC
DATE	16-JUN-2020

Asbestos
Rev 01/16/19

Supplier	
Signature:	
Print Name:	GREGORY B. QUEZN
Title:	PRESIDENT



Supplier	
Signature:	
Print Name:	
Title:	

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



COUNCIL COMMUNICATION

CC #: 0908
File #: 0203-09

Title: Roofing Services - Contract Purchase Agreement
Contact: Blaine Wiegel 916-746-1833 bwiegel@roseville.ca.us

Meeting Date: 8/5/2020
Item #: 7.7.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution to approve contract purchase agreement (3000719) with Weatherproofing Technologies, Inc. to provide roofing services, and authorize the City Manager to execute it.

BACKGROUND

The Environment Utilities Department has eleven buildings at the Pleasant Grove Wastewater Treatment Plant that are in need of roof coating. They include:

Bioassay No. 1: Approx. 1,845 sq. ft.
Bioassay No. 2: Approx. 1,705 sq. ft.
Electrical Substation No. 1: Approx. 3,720 sq. ft.
Electrical Substation No. 2: Approx. 3,440 sq. ft.
Blower Building: Approx. 3,090 sq. ft.
Influent Pump Station: Approx. 3,880 sq. ft.
Chemical Handling Building: Approx. 3,780 sq. ft.
Filter Support: Approx. 4,185 sq. ft.
RAS / WAS Pump Stations: Approx. 2,095 sq. ft.
Solids Dewatering Building: Approx. 8,940 sq. ft.
TOTAL: Approx. 36,680 sq. ft.

These building roofs are 20 years old and are at the end of their lifecycle. Restoration of these roofs is a sustainable building practice that will delay the expense of total roof replacement and maintain the integrity of our buildings.

Omnia National IPA cooperative purchasing contracts are competitively solicited and comply with applicable public agency procurement laws and regulations.

FISCAL IMPACT

The estimated cost of this service is \$300,000 with funding from the Environmental Utilities Department's FY2020-21 Wastewater operations budget.

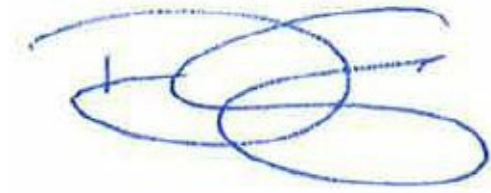
ENVIRONMENTAL REVIEW

The proposed project involves the maintenance and repair 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.

Respectfully Submitted,

Blaine Wiegel, Preventative Maintenance Coordinator

Richard Plecker, Environmental Utilities Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 20-309

CPA 3000719

RESOLUTION NO. 20-309

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

WHEREAS, a contract purchase agreement (3000719) for roofing services, between the City of Roseville and Weatherproofing Technologies, 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.

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



Contract Purchase Agreement 3000719

Supplier Details:

Company Weatherproofing Technologies Inc
Contact Don Metzger
Address 3735 Green Road

Beachwood, OH 44122

Submit your response to:

Company City of Roseville
Contact Babette Owens
Address Purchasing Division
2075 Hilltop Circle
Roseville, CA 95747
Phone (916) 774-5704
Fax (916) 774-5736
E-mail BOWens@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 3000719

Agreement	3000719
Agreement Date	18-JUN-2020
Revision	0
Agreement Amount	300,000.00 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 **Weatherproofing Technologies Inc**
 3735 Green Road

Beachwood, OH 44122

Phone: ()

Fax: ()

Email: dmetzger@tremcoinc.com

Description of Labor, equipment and/or materials THE VENDOR SHALL PROVIDE ROOFING, PRODUCTS, SERVICES, AND JOB-ORDER-CONTRACTING SERVICES UTILIZING OMNIA (NATIONAL IPA) CONTRACT #R180903

CONTACT BLAINE WIEGEL AT (916) 746 1833 OR EMAIL AT BWIEGEL@ROSEVILLE.CA.US FOR QUESTIONS REGARDING THIS AGREEMENT.

START DATE: EXECUTED AGREEMENT
 END DATE: FEBRUARY 28, 2021

*Total cost listed is an approximation only. The City does not guarantee whatsoever the actual value of this contract.

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	11920	Net 30	Freight on Board at the destination	Destination	Best Method
Start Date	End Date	Confirm To			
Babette Owens Phone 1-916-774-5704					

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.
- 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.

Contract Purchase Agreement 3000719

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. Notwithstanding anything to the contrary herein, in no event shall either party be liable for any special, incidental, consequential or punitive damages arising out of or related to this Agreement or the work performed hereunder, whether asserted in contract, tort, or any other theory of liability.

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. 274072

DIR Registration No. 1000000766

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.

Negotiated Terms and Conditions between Weatherproofing Technologies Inc. and the City of Roseville Dated 6/17/20

**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 3000719

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	<i>Thomas Cummings</i>
COMPANY NAME	<i>Weatherproofing Technologies, Inc.</i>
DATE	<i>June 18, 2020</i>

Asbestos
Rev 01/16/19

Supplier	
Signature:	<i>Thomas Cummings</i>
Print Name:	<i>Thomas Cummings</i>
Title:	<i>President WTI</i>

Supplier	
Signature:	<i>Jaime Brink</i>
Print Name:	<i>Jaime Brink</i>
Title:	<i>VP, CFO, Treasurer</i>

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



COUNCIL COMMUNICATION

CC #: 0925
File #: 0203-09

Title: Utility Technology Services - Sole Source Contract Purchase Agreement
Contact: Blaine Wiegel 916-746-1833 bwiegel@roseville.ca.us

Meeting Date: 8/5/2020
Item #: 7.8.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution authorizing the City Manager to execute a sole source contract purchase agreement (3000750) with ePlus Technology, Inc. to provide installation, repair, programming, and consulting service for the supervisory control and data acquisition (SCADA) network and automation systems of the Environmental Utilities Department (EUD) Water and Wastewater plants and remote sites. Staff also requests authorization for two (2) additional one (1) year renewals without further Council approvals until the contract expires or until City staff determines that continuing with the same vendor is not in the City's best interest.

BACKGROUND

The Environmental Utilities Department has three treatment plants and many remote facilities that are all linked through a secure SCADA system providing control and data acquisition to maintain safe and compliant treatment of water and wastewater. With the ability to supply manufactured hardware, software, technical training, and support, ePlus is a local vendor that helps keep utility costs low and minimizes critical system shutdowns.

ePlus has been a valued vendor with the City for over 10 years. During this time, they have implemented and programmed integral systems in the SCADA network that maintain security and reliable automation in the City's water and wastewater plants and all associated remote sites. ePlus has direct experience and knowledge of our system's configuration along with the ability to correct problems quickly via remote access. ePlus is also currently tracking lifecycle and licensing for major components of the SCADA firewall system. In order for another vendor to provide this service and support effectively, City staff would be required to provide extensive training and guidance.

This contract purchase agreement will allow a purchase of \$152,333.24 for Nutanix servers that are at the end of their life cycle, while providing additional remaining funds for product and services throughout the remainder of the fiscal year as needed.

FISCAL IMPACT

The estimated first year cost under this agreement will not exceed \$300,000 with funding from the Environmental Utilities Department's FY2020-21 operations budget for Water and Wastewater. Annual projected spending for the optional renewal years will not exceed \$300,000, and are contingent upon approval of the budget for each fiscal year.

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. A contract purchase agreement for installation, repair, programming, and consulting service for the SCADA network and automation systems meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Blaine Wiegel, Preventative Maintenance Coordinator

Richard Plecker, Environmental Utilities Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 20-325

ePlus CPA 3000750

RESOLUTION NO. 20- 325

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

WHEREAS, a contract purchase agreement (3000750) to provide installation, repair, programming, and consulting service for the SCADA network and automation systems of the Environmental Utilities Department (EUD) Water and Wastewater plants and remote sites, between the City of Roseville and EPlus Technology, Inc., has been reviewed by the Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said contract purchase agreement is 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 two (2) 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 _____, 2020, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



Contract Purchase Agreement 3000750

Supplier Details:

Company Eplus Technology Inc
Contact
Address 13595 Dulles Technology Drive

Herndon, VA 20171

Submit your response to:

Company City of Roseville
Contact Babette Owens
Address Purchasing Division
2075 Hilltop Circle
Roseville, CA 95747
Phone (916) 774-5704
Fax (916) 774-5736
E-mail BOWens@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 3000750

Agreement	3000750
Agreement Date	23-JUN-2020
Revision	0
Agreement Amount	300,000.00 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 **Eplus Technology Inc**
13595 Dulles Technology Drive

Herndon, VA 20171

Phone: ()
Fax: ()
Email:

Description of Labor, equipment and/or materials Vendor shall provide consulting, programming, and occasional installation services, as well as a server, firewall and licenses for the automated systems at the water and wastewater treatment plants to standardize our license in accordance with the attached Quote 22477129-34603YR Dated 3/25/2020. All work must be quoted and approved by Blaine Wiegel before work can begin.

START DATE: EXECUTED AGREEMENT
END DATE: 6/30/23

*Total cost listed below is an approximation only. The City does not guarantee whatsoever the actual value of this agreement.

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	12325	Net 30	Freight on Board at the destination	Destination	Best Method
Start Date	End Date	Confirm To			
Babette Owens Phone 1-916-774-5704					

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, 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. 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.
2. Consultant 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 Consultant 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 Consultant is given thirty (30) days written notice. City's termination shall be without further liability to City; however, Consultant shall be entitled to all costs reasonably incurred prior to the date of termination. Consultant 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 Consultant has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement. Any work product created for City pursuant to this Agreement is deemed owned by City.
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. Consultant agrees to the below insurance requirements:
 - a. Unless otherwise specified, the Consultant 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. 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.

- c. Additional Insureds. Consultant 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 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
- d. Cancellation/Modification. Consultant 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. Subconsultants. Consultant agrees to include in its contracts with all subconsultants the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subconsultants work. Furthermore, Consultant shall require its subconsultants 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 subconsultants to comply with these same provisions with respect to any tertiary subconsultant, regardless of tier. A copy of City's indemnity and insurance provisions will be furnished to the subconsultant or tertiary subconsultant 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. 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 sub consultants.
- i. 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.

11. Consultant shall comply with all federal, state, local laws, ordinances and policies 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.
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. Consultant agrees that any and all information furnished by City shall be deemed proprietary and confidential. All such information, to the extent previously, presently or subsequently disclosed to Consultant and/or processed and derived by Consultant services is the property of City and such property shall be deemed and treated as "Confidential Information" of City. Consultant acknowledges that such Confidential Information may contain information provided and/or generated by third-parties. Consultant agrees that such Confidential Information shall not be disclosed to any third party without written permission from City, except as required by law. Consultant shall not use the Confidential Information except to perform Consultant's services as directed by City.
19. All facilities, devices, networks and services used to store, deliver, process, backup or purge Confidential Information will employ administrative, physical, technical, and procedural safeguards and best practices at a level sufficient to secure Confidential Information from unauthorized access, destruction, use, modification, or disclosure. Such measures will be no less protective than those used to secure Consultant's own information of a similar type, and in no event less than reasonable in view of the type and nature of the information involved. It is the City's expectation that Consultant, at its own expense, shall perform annual audits for any data centers that house Confidential Information, using an independent third-party audit that meets industry standards applicable to the services under this Agreement, and provide the audit report or certification upon request to City.
20. Consultant will retain Confidential Information until deleted by City or City-authorized third party, or for a time period mutually agreed upon by the parties to this Agreement.

21. Upon termination or expiration of this Agreement, Consultant will ensure that all Confidential Information is securely transferred to City within thirty (30) calendar days. Consultant will ensure that any transfer of Confidential Information is accomplished by methods that are compatible with the relevant City systems, and that City will have access to all Confidential Information during any such transfer. Consultant shall securely dispose of all Confidential Information when requested by City and Consultant will provide written notification to City once all Confidential Information has been securely disposed of.
22. Consultant shall report to City any data compromise or unauthorized access to Confidential Information within twenty-four (24) hours after Consultant discovers such data compromise or unauthorized access. Consultant will take commercially reasonable measures to address any such data compromise or unauthorized access in a timely manner. Except as otherwise required by law, Consultant will not provide notice to end users or other entities of any such data compromise or unauthorized access without written permission from City. Consultant will promptly reimburse City in full for all fees and costs incurred by City in any investigation, remediation or litigation resulting from any such data compromise or unauthorized access, including identity protection and restoration services for each person, who in the City's sole discretion, could be impacted by identity theft.
23. Consultant may not advertise that City is a client, list City as a reference or otherwise use City's name, logos, trademarks, or service marks without prior written permission from City.
24. Consultant acknowledges that services rendered under this agreement (including but not limited to service levels and operational levels) shall be performed in accordance with industry standards.
25. If the project referenced on this agreement is a Public Works project, then the following shall apply: 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.
26. If the project referenced on this agreement is a Public Works project, then the following shall apply: 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.
27. 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. _____

DIR Registration No. _____

Check mark the applicable company type below:

☒ Corporation

_____ Limited Liability Company

_____ Partnership

_____ Sole Proprietor

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

Information Technology T&C, AB5

REV 3/26/2020 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: _____

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: X

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

Supplier	
Signature:	<i>Steven Mencarini, SVP</i>
Print Name:	Steven Mencarini, SVP
Title:	SVP

Supplier	
Signature:	<i>Kelsey Codde</i>
Print Name:	Kelsey Codde
Title:	Assistant Secretary

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



www.eplus.com

Quote: 22477129-34603YR
Terms: Net 30

ePlus Technology Quote

FEID #: 54-1904151 RESELLER PERMIT #: 97-955982

Quote Date: 7/21/2020
Expiration: 8/20/2020

Prepared For You By:

Brittani Neff
Account Executive
ePlus Technology, Inc
233 Technology Way, Suite 5
Rocklin, CA 95765
(916) 897-4667 (Cell)
(916) 251-3953 (Office)
brneff@eplus.com

Sabrina S. Jordan
Inside Sales Representative
ePlus Headquarters
13595 Dulles Technology Drive
Herndon, VA 20171-3413
949.930.7366 (Direct)
sabrina.jordan@eplus.com

Customer: City of Roseville

Attention:

Bill To/Ship To:

Item	Qty	Part Number	Description	Unit Cost	Ext. Cost
Nutanix 3460 - 3 Year Option 4					
1	4	S-HW-MCW	24/7 MISSION CRITICAL LEVEL HW SUPPORT FOR NUTANIX HCI APPLIANCE	\$1,982.18	\$7,928.72
2	36	SUPPORT-TERM	SUPPORT TERM IN MONTHS	\$0.00	\$0.00
3	4	CNS-INST	NUTANIX SERVICES INSTALLATION, PER NODE, UP TO 64, NEW OR EXISTING ENVIRONMENT DELIVERY: ON-SITE, VIA NUTANIX SERVICES SEE NUTANIX IMPLEMENTATION SERVICE DATA SHEET FOR SCOPE OF SERVICES VALID FOR THE FOLLOWING APPROVED HARDWARE PLATFORMS: NX, DELL, LENO	\$1,970.59	\$7,882.36
4	4	C-CNS-INST-NX	SERVICES INSTALL, HARDWARE PLATFORM NX	\$0.00	\$0.00
5	4	C-CNS-INST-ESX	SERVICES INSTALL, PRIMARY HYPERVISOR: VMWARE VSPHERE	\$0.00	\$0.00
6	4	C-CNS-INST-AMER	SERVICES INSTALL, DELIVERY GEOGRAPHY: AMERICAS	\$0.00	\$0.00
7	1	CNS-INST-ADD-NONE	SERVICES INSTALL, ADDON: NONE	\$0.00	\$0.00
8	1	CNS-INST-BASE	SERVICE: NUTANIX SERVICES INSTALLATION BASE CHARGE	\$0.00	\$0.00
9	1	SW-AOS-PRO-MCW-3YR	LICENSE, AOS PRO ENTITLEMENT & MCW 24/7 SYSTEM SUPPORT BUNDLE FOR 3YR	\$98,124.24	\$98,124.24
10	80	L-CORES-PRO-MCW-3YR	LICENSE, AOS PRO ENTITLEMENT & MCW 24/7 SYSTEM SUPPORT BUNDLE FOR 1 CPU CORE FOR 3YR	\$0.00	\$0.00
11	42	L-FLASHTIB-PRO-MCW-3YR	LICENSE, AOS PRO ENTITLEMENT & MCW 24/7 SYSTEM SUPPORT BUNDLE FOR 1 TIB OF FLASH FOR 3YR	\$0.00	\$0.00
12	1	NX-3460-G7-4210-CM	NX-3460-G7, 4 NODES WITH INTEL XEON PROCESSOR 4210 (2.2 GHZ, 10 CORES, CASCADE LAKE)	\$15,194.61	\$15,194.61

Item	Qty	Part Number	Description	Unit Cost	Ext. Cost
13	48	C-MEM-32GB-2933-A-CM	32GB MEMORY MODULE (2933MHZ DDR4 RDIMM)	\$160.74	\$7,715.52
14	8	C-NVM-1.92TB-C0-A-CM	1.92TB NVME SSD WITH 2.5" DRIVE CARRIER	\$554.83	\$4,438.64
15	16	C-SSD-1920GB-2.5-V-CM	1.92TB 2.5" SSD	\$395.85	\$6,333.60
16	4	C-NIC-25GSFP2-A-CM	25GBE, 2-PORT, SFP28 NETWORK ADAPTER (MELLANOX CX4)	\$295.01	\$1,180.04
				SUB TOTAL:	\$148,797.73
				EST S&H:	\$871.56
				EST TAX (+S&H):	\$2,701.84
				Grand Total:	\$152,371.13
* Shipping and Tax are only an estimate. Final costs will appear on the Invoice.					

By placing an order with ePlus for products or services you agree to comply with the Terms and Conditions for Purchasing Products and Services located at <http://www.eplus.com/terms-and-conditions/Pages/Products-Services-Terms-and-Conditions.aspx> (the "Order Terms"). Unless there is a separate written agreement signed on behalf of both you and ePlus by a duly authorized officer, the Order Terms shall be the only terms and conditions applicable to transactions between you and ePlus, and no additional or contrary terms referenced in a purchase order, document, or electronic communication shall apply. In no event shall ePlus performance under a purchase order be deemed to constitute acceptance of any terms and conditions set forth therein.

Thank you for your inquiry. Please note the following about this quotation: It will expire on the date stated above. Unless freight amount is indicated, or is zero, freight will be added to the invoice. Unless Bill-To company is exempt from Sales Tax, it will be added to the invoice. Extended Warranties and Professional Services are available.

Authorization Acceptance and Date	PO / Reference Number
Print Name	Title

This quotation is confidential for your internal use only.
This is a solicitation for an offer and is subject to credit approval. No contract is formed unless a purchase order or other offer is received and accepted by our office. If you accept this quotation with the intent to have your chosen leasing company to pay the costs directly, please note that if the Lessor does not pay ePlus for any reason, you will be responsible for payment to ePlus.



ePlus Bulk Services Agreement Rate Sheet – July 2020

PRE-SCHEDULED WORK		
JOB ROLE	NBH	AFTER HOURS
Engineer	\$120.00	\$180.00
Senior Engineer	\$150.00	\$225.00
Consultant	\$180.00	\$270.00
Senior Consultant	\$215.00	\$322.50
Solutions Architect	\$235.00	\$352.50
Senior Solutions Architect	\$250.00	\$375.00
Lead Technical Architect	\$265.00	\$397.50
Principal Architect	\$285.00	\$427.50
Project Manager	\$185.00	\$225.00
Senior Project Manager	\$215.00	\$270.00



COUNCIL COMMUNICATION

CC #: 0895
File #: 0203-12

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

Meeting Date: 8/5/2020
Item #: 7.9.

RECOMMENDATION TO COUNCIL

Authorize the issuance of a sole source purchase order to San Diego Police Equipment Co. Inc. for the purchase of ammunition for an amount not to exceed \$81,839.75.

BACKGROUND

The Police Department has an ongoing requirement for ammunition for its Police personnel. The purchase is for pistol, revolver, and rifle caliber rounds of ammunition to be used in Glock Model 22, 23 and 35 pistols, duty pistols, revolvers, 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 an unprecedented demand from law enforcement, military, and civilian markets. Quoted delivery times of eight to seventeen months are now commonplace.

In addition to increased delivery delays and back-orders, ammunition prices have continued to rise. The Police Department's current inventory of pistol ammunition is expected to last through this fiscal year. Ordering additional duty ammunition at this time will help inventory levels continue to meet training needs, and will secure pricing at current cost levels.

San Diego Police Equipment Inc., at this time, is the only factory authorized Law Enforcement Distributor in the State of California for CCI-Speer and Federal Cartridge products, which includes Force on Force, a section of Federal Cartridge Company, which is owned by Vista Outdoor. San Diego Police Equipment Inc. is the only Law Enforcement Distributor authorized to drop shipments directly from the factory within California; therefore, the department requests a sole-source award to San Diego Police Equipment Co. Inc.

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

Total estimated cost of the ammunition is \$81,839.75. Funding has been approved in the Police Department's FY2020-21 departmental 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 purchase of ammunition meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Shelly Bracco, Management Analyst

James Maccoun, Police Chief



Dominick Casey, City Manager

ATTACHMENTS:

Description

Ammo Quote



DATE: 06/25/20
EXPIRES: 07/25/20
TERMS: **NET 30**
QUOTED BY: RYAN

QUOTE



TO: SCOTT CHRISTIAN	SHIP TO:
AGENCY: ROSEVILLE PD	ATTN:
PHONE: 916-774-5099	
FAX:	PO / REF#:
EMAIL: schristian@roseville.ca.us	AUTH BY:

TO PROCEED WITH ORDER AS QUOTED. PLEASE PROVIDE SHIPPING INFORMATION AND SIGN FORM

[illegible]

NOTES: FOR DEPARTMENT PURCHASE ONLY

SUBTOTAL:	\$75,953.36
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TAX%	0.07750	\$5,886.39
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No freight charge for drop shipment from factory.

FREIGHT:	\$0.00
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TOTAL:	\$81,839.75
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ALL ORDERS MUST BE SUBMITTED IN WRITING

San Diego Police Equipment Co. Inc., 8205-A Ronson Road, San Diego CA 92111

Phone: (858)974-8500 Toll Free: (800)367-8989 Fax: (858)974-8530

E-mail: Sales@Sandiegopoliceequipment.com



COUNCIL COMMUNICATION

CC #: 0906
File #: 0203-04

Title: Print Services – Purchase Orders
Contact: Joanna Oukrop 916-774-5745 joukrop@roseville.ca.us

Meeting Date: 8/5/2020
Item #: 7.10.

RECOMMENDATION TO COUNCIL

Staff recommends Council adopt a resolution to approve a purchase order for print services on an as-needed basis by City departments through Office Depot, Inc. utilizing Oakland County, Michigan's America Saves Program cooperative contract number 005489.

Staff requests authorization to continue renewing the contract without further Council approval until the contract expires or until City staff determine that continuing with the same vendor is not in the City's best interest. Funding is included in the City departments' budgets with future spending contingent upon Council approval of each fiscal year budget.

BACKGROUND

Various City departments have ongoing requirements for copy and print services on an as-needed basis. The City is piggybacking on Oakland County, Michigan's America Saves Program cooperative contract number 005489. The contract was competitively bid and awarded by Oakland County, Michigan, as the lead agency.

Office Depot provides the majority of the copy and print services to the City from their branch located in Roseville. Their Sacramento production store also helps with larger copy and print projects. The percentage discount off of list price for the various copy and print services ranges depending on the type of print job that is requested. Two of the more commonly used print services are color copies (24-pound paper, double sided), where we receive an approximate discount of 60 percent off the list price, and black and white copies (20-pound paper, double sided), where we receive an approximate discount of 78 percent off of the list price.

The America Saves contract includes additional discounts. The City will receive an annual spend discount valued between 1-2 percent of our annual spend, depending on the combined spend for office supplies and print services. The City is already piggybacking on this contract for our office supplies. We will receive an aggregate spend rebate of 0.5 percent if the annual aggregate spend of the lead agency (Oakland County, Michigan) plus participating agencies exceeds \$35 million. We will also receive a copy and print annual spend rebate of 5 percent if the City is in compliance with the payment terms of the contract.

FISCAL IMPACT

The estimated total spend for print services is \$56,000 for FY2020-21, \$59,000 for FY2021-22, and \$62,000 for FY2022-23. Funding is included in each department's fiscal year budget. Spending for future year renewals is contingent upon Council approval of the budget.

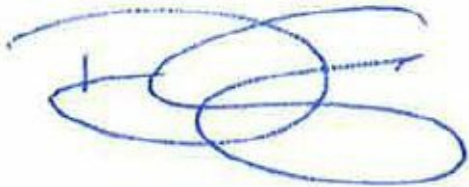
ENVIRONMENTAL REVIEW

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. A purchase order for print services meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Joanna Oukrop, Senior Buyer

Dennis Kauffman, Assistant City Manager/Chief Financial Officer



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 20-308

RESOLUTION NO. 20-308

APPROVING A PURCHASE ORDER, BY AND BETWEEN THE CITY OF ROSEVILLE
AND OFFICE DEPOT, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE
IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a purchase order with Office Depot, Inc., for as-needed print services, has
been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that
said purchase order is hereby approved; and

BE IT FURTHER RESOLVED that the City Manager or his designee is authorized to
execute two (2) additional one (1) year renewals without further City Council approval, or until
City staff determine that continuing with the same vendor is not in the City's best interest,
provided that the applicable budget is approved by the City Council each year.

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



COUNCIL COMMUNICATION

CC #: 0897

File #: 0400-04-09-1

Title: Creekview, Blue Oaks Boulevard - Segment 1 - Notice of Completion

Contact: Ignacio Vizcarra 916-774-5578 ivizcarra@roseville.ca.us

Meeting Date: 8/5/2020

Item #: 7.11.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution accepting Creekview, Blue Oaks Boulevard - Segment 1, CWJ # 190058, as complete and authorizing the City Engineer to execute the Notice of Completion.

BACKGROUND

The Engineering Division has made a final inspection of the above project and has found the roadway infrastructure work complete in accordance with the improvement plans and City specifications.

FISCAL IMPACT

The actions requested as part of this action have no impact to the City's General Fund. Construction costs were paid by the developer.

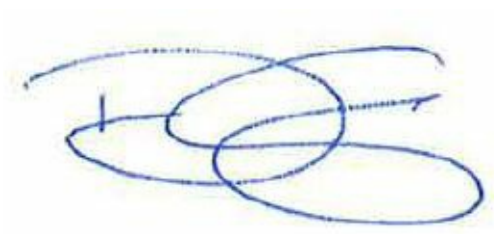
ENVIRONMENTAL REVIEW

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. A notice of completion meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Ignacio Vizcarra, Construction Inspector

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 20-301

NOC

Creekview BlueOaksSegment 1 Vicinity map

Fiddymment Ranch Phase 1 FM

Fiddymment Ranch Phase 3 FM

RESOLUTION NO. 20-301

RESOLUTION OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS Creekview Blue Oaks Boulevard- Segment 1 PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING A PORTION OF THOSE RESPECTIVE DEDICATIONS OFFERED ON THE RECORDED MAPS OF "THE FINAL MAP OF FIDDYMENT RANCH PHASE 1 LARGE LOT SUBDIVISION" AND "THE FINAL MAP OF FIDDYMENT RANCH PHASE 3 LARGE LOT SUBDIVISION."

BE IT RESOLVED by the Council of the City of Roseville as follows:

1. The "Notice of Completion" on file in the City Clerk's Department relative to that public work known as the Creekview Blue Oaks Boulevard- Segment 1 is hereby approved and the public work accepted.
2. A portion of the right-of-way and easements located adjacent thereto as offered for dedication on The Final Map of Fiddymment Ranch Phase 1, Large Lot Subdivision, Subdivision NO. 03-11, recorded in Book AA of Maps, Page 10, in the office of the recorder of Placer County, is hereby accepted by the City in part as said dedications relates to the improvement plan set known as Creekview Blue Oaks Boulevard- Segment 1. The remaining offers of dedication will be accepted at a later date as improvements are approved and accepted.
3. A portion of right-of-way and easements located adjacent thereto as offered as on The Final Map of Fiddymment Ranch Phase 3, Large Lot Subdivision, Subdivision No. PL-0364, recorded in the Book EE of Maps, Page 74, in the office of the recorder of Placer County, is hereby accepted by the City in part as said dedications relates to the improvement plan set known as Creekview Blue Oaks Boulevard- Segment 1. The remaining offers of dedication will be accepted at a later date as improvements are approved and accepted.
3. The City Engineer is hereby authorized and directed to execute said Notice 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

RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:

CITY CLERK
CITY OF ROSEVILLE
311 VERNON STREET
ROSEVILLE, CA 95678

Exempt from recording fees
Pursuant to Gov't Code §27383

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the public work of improvement known as the _____ Project was completed and accepted by the City of Roseville on _____. The location is situated in the City of Roseville, County of Placer, State of California and is indicated on the attached map, marked as Exhibit "A" and incorporated herein by this reference. The real property herein described is owned by the City of Roseville, 311 Vernon Street, Roseville CA 95678.

The direct/general contractor on said project was _____.

The surety on said project was _____.

City of Roseville
Owner

ATTEST:

Sonia Orozco, City Clerk

State of California)
County of Placer)

I, _____, being first duly sworn, depose and say: I am the _____ of the City of Roseville, a municipal corporation in the State of California, owner of the property described in the above Notice. I am duly authorized to make this verification for and on behalf of the City of Roseville. I have read the Notice of Completion and know its contents and the facts stated therein are true.

City of Roseville

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)

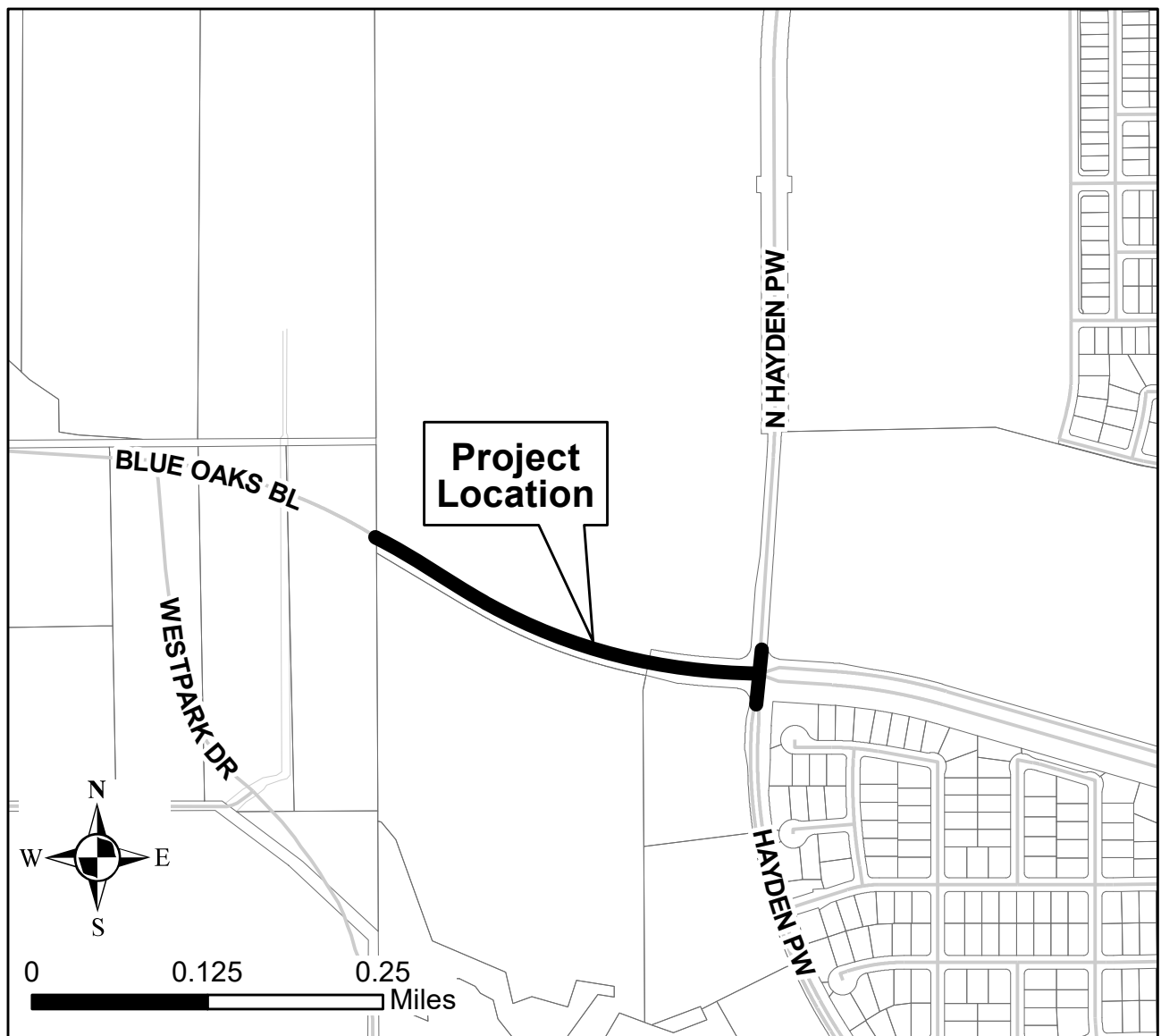
Subscribed and sworn to (or affirmed) before
me on this _____ day of _____,
20____, _____
proved to me on the basis of satisfactory
evidence to be the person(s) who appeared
before me.

Place Notary Seal and/or Stamp Above

Signature of Notary Public

EXHIBIT A

City of Roseville Creekview Blue Oaks Boulevard - Segment 1



OWNER'S STATEMENT

THE UNDERSIGNED HEREBY STATE THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD INTEREST IN THIS LARGE LOT FINAL MAP OF FIDDYMENT RANCH PHASE 1 AND HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS LARGE LOT FINAL MAP OF FIDDYMENT RANCH PHASE 1 AND THEY HEREBY DEDICATE AS PUBLIC RIGHTS-OF-WAY AND AS PUBLIC UTILITY EASEMENTS THE BOULEVARD, PARKWAY, DRIVE, ROADS AND STREETS SHOWN HEREON AND DO HEREBY DEDICATE TO SPECIFIC PURPOSES THE FOLLOWING:

- A. PUBLIC EASEMENTS FOR WATER, GAS, SEWER, DRAINAGE PIPES, AND UNDERGROUND WIRES AND CONDUITS FOR ELECTRIC, TELEPHONE AND TELEVISION SERVICE, AND TRAFFIC CONTROL, WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND 25', 35' AND 50' IN WIDTH LYING CONTIGUOUS TO THE BOULEVARD, PARKWAY, DRIVE AND ROADS SHOWN HEREON AS "PUBLIC UTILITY EASEMENT" (P.U.E.), AND "PEDESTRIAN EASEMENTS" (P.E.).
- B. PUBLIC EASEMENT FOR SANITARY SEWER PIPES AND ALL APPURTENANCES THERETO ON, OVER, UNDER, AND ACROSS THAT STRIP OF LAND SHOWN HEREON AND DESIGNATED AS SANITARY SEWER EASEMENT (S.S.E.)
- C. PUBLIC EASEMENT FOR STORM DRAIN PIPES AND ALL APPURTENANCES THERETO ON, OVER, UNDER, AND ACROSS THAT STRIP OF LAND SHOWN HEREON AND DESIGNATED AS STORM DRAIN EASEMENT (S.D.E.)
- D. A TEMPORARY PRIVATE 30 FOOT WIDE INGRESS/EGRESS EASEMENT APPURTENANT TO LOT 14, TO BE ABANDONED AT THE TIME PUBLIC IMPROVEMENTS ARE PROVIDED FOR FIDDYMENT ROAD, HAYDEN PARKWAY, AND VILLAGE 4 RESIDENTIAL STREETS.
- E. PUBLIC EASEMENT FOR INGRESS AND EGRESS OF UTILITY MAINTENANCE VEHICLES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER AND ACROSS THE STRIP OF LAND SHOWN HEREON AND DESIGNATED "MAINTENANCE ACCESS EASEMENT."

AND DO IRREVOCABLY OFFER FOR DEDICATION:

- F. LOTS 13 AND 8 IN FEE TO THE CITY OF ROSEVILLE FOR PARKS.
- G. LOTS 7, 9, 10 AND 12 IN FEE TO THE CITY OF ROSEVILLE FOR OPEN SPACE AS PARK PRESERVES.
- H. LOT 16 IN FEE TO THE CITY OF ROSEVILLE AS AN ELECTRICAL SUBSTATION.
- I. LOT 6 IN FEE TO THE CITY OF ROSEVILLE AS A FIRE STATION.

ROSEVILLE/FIDDYMENT LAND VENTURE L.L.C.

A DELAWARE LIMITED LIABILITY COMPANY

BY: SIGNATURE AT FIDDYMENT, L.L.C. A CALIFORNIA LIMITED LIABILITY COMPANY, MEMBER
BY: SIGNATURE PROPERTIES, INC., A CALIFORNIA CORPORATION, MANAGER

BY: [Signature] NAME: [Signature]
MICHAEL J. GHIEMMETTI, PRESIDENT TITLE: C.G.O. JAMES C. GHIEMMETTI

CECOR, L.P.

A CALIFORNIA LIMITED PARTNERSHIP

BY: Coralie F. Corin, Trustee BY: [Signature]
CORALIE F. CORIN, TRUSTEE OF THE CORIN FAMILY REVOCABLE TRUST OF 1990, ITS GENERAL PARTNER F. EARL CORIN, TRUSTEE OF THE CORIN FAMILY REVOCABLE TRUST OF 1990, ITS GENERAL PARTNER

NOTARY'S ACKNOWLEDGMENT

STATE OF CALIFORNIA } SS
COUNTY OF PLACER

ON THIS THE 1st DAY OF October 2004 BEFORE ME, C.L. Mackey, PERSONALLY APPEARED Coralie F. Corin and F. Earl Corin,
PERSONALLY KNOWN TO ME
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.

WITNESS MY HAND: [Signature]

PRINTED NAME: C.L. MACKKEY

COUNTY OF: PLACER

MY COMMISSION EXPIRES: APRIL 23, 2008

FINAL MAP OF FIDDYMENT RANCH PHASE 1 LARGE LOT SUBDIVISION SUBDIVISION NO. 03-11

A RESUBDIVISION OF ALL OF SECTION 24, T. 11 N., R. 5 E. AND
A PORTION OF SECTION 19, T. 11 N., R. 6 E., M.D.B.&M.

CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA

SEPTEMBER 2004

WOOD RODGERS
ENGINEERING • MAPPING • PLANNING • SURVEYING
3301 C St., Bldg. 100-B Tel 916.341.7760
Sacramento, CA 95816 Fax 916.341.7767

1027.019

NOTARY'S ACKNOWLEDGMENT

STATE OF CALIFORNIA } SS
COUNTY OF PLACER

ON THIS THE 29 DAY OF September 2004, BEFORE ME, [Signature], PERSONALLY APPEARED MICHAEL J. GHIEMMETTI and JAMES C. GHIEMMETTI,
PERSONALLY KNOWN TO ME
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.

WITNESS MY HAND: [Signature]

PRINTED NAME: LUKE STAMOS

COUNTY OF: PLACER

MY COMMISSION EXPIRES: 11/10/08

NOTARY'S ACKNOWLEDGMENT

STATE OF CALIFORNIA } SS
COUNTY OF PLACER

ON THIS THE _____ DAY OF _____ 20____, BEFORE ME, _____, PERSONALLY APPEARED _____,
PERSONALLY KNOWN TO ME
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.

WITNESS MY HAND: _____

PRINTED NAME: _____

COUNTY OF: _____

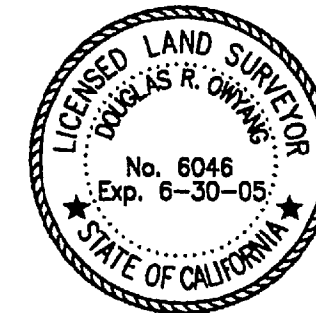
MY COMMISSION EXPIRES: _____

TRUSTEE/BENEFICIARY STATEMENTS

SEE SHEET TWO FOR TRUSTEE AND OPTIONEE'S STATEMENTS.

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND WAS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF ROSEVILLE/FIDDYMENT LAND VENTURE L.L.C. IN JANUARY, 2004. 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 JANUARY 31, 2006, AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.



[Signature]
DOUGLAS R. OWYANG
P.L.S. #46 EXP. 06-30-05
WOOD RODGERS, INC.
September 27, 2004
DATE

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP OF FIDDYMENT RANCH PHASE 1 LARGE LOT SUBDIVISION 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.

[Signature] DATE 10-6-04
ROB JENSEN
CITY ENGINEER, CITY OF ROSEVILLE
R.C.E. #53343 EXPIRATION DATE 6/30/07

I HEREBY STATE THAT I AM SATISFIED THAT THIS FINAL MAP OF FIDDYMENT RANCH PHASE 1 LARGE LOT SUBDIVISION IS TECHNICALLY CORRECT.

For Rob Jensen, City Engineer, City of Roseville

[Signature] DATE: 10/6/04
ROBERT H. BLASER, P.E.
R.C.E. #30232 EXPIRATION DATE 3/31/06

CITY CLERK'S STATEMENT

I HEREBY CERTIFY THAT THE CITY COUNCIL, CITY OF ROSEVILLE HAS APPROVED THIS PLAT OF FIDDYMENT RANCH PHASE 1 LARGE LOT SUBDIVISION AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, SUBJECT TO IMPROVEMENT, THE RIGHTS OF WAY AND EASEMENTS OFFERED HEREON FOR DEDICATION. THE CITY COUNCIL HAS REJECTED AT THIS TIME, BUT RESERVES THE RIGHT TO ACCEPT AT A LATER DATE, ON BEHALF OF THE PUBLIC ALL IRREVOCABLE OFFERS OF LAND OFFERED HEREON, IN ACCORDANCE WITH THE TERMS OF THAT OFFER, AND HAS APPROVED THE ABANDONMENT OF THE RIGHT-OF-WAY LISTED HEREON.

10/6/04 [Signature]
DATED CITY CLERK, CITY OF ROSEVILLE
BY: _____
DEPUTY

RECORDER'S STATEMENT

FILED THIS 10th DAY OF NOVEMBER, 2004, AT 9:35
A. M. O'CLOCK IN BOOK AA OF MAPS, AT PAGE 10,
IN THE OFFICE OF THE PLACER COUNTY RECORDER.
RECORDED AT THE REQUEST OF WOOD RODGERS, INC.

FILE NO. 2004-150893
FEE \$ 41.00

Jim McCauley
JIM MCCAULEY
PLACER COUNTY
RECORDER

BY: [Signature]
DEPUTY

Sheet 1 of 12

RECORDING REQUESTED BY:
Bruce E. Tracey, Professional Land Surveyor

WHEN RECORDED MAIL TO:

Wood Rodgers, Inc
3301 C Street, Bldg. 100-B
Sacramento, CA 95816

PLACER County Recorder
JIM MCCAULEY
DOC- 2005-0080325
Check Number 989gv
Wednesday, JUN 22, 2005 15:26:23
MIC \$3.00:AUT \$1.00:SBS \$0.00
REC \$3.00:
Ttl Pd \$7.00 Nbr-0001308501
rec/GV/1-1

CERTIFICATE OF CORRECTION

NOTICE IS HEREBY given that the Map entitled FINAL MAP OF FIDDYMENT RANCH PHASE 1 LARGE LOT SUBDIVISION, filed in Book AA of Maps, Page 10, P.C.R. is corrected in accordance with Section 8770.5 of the Land Surveyor's Act and Section 66469 of the Subdivision Map Act as follows:

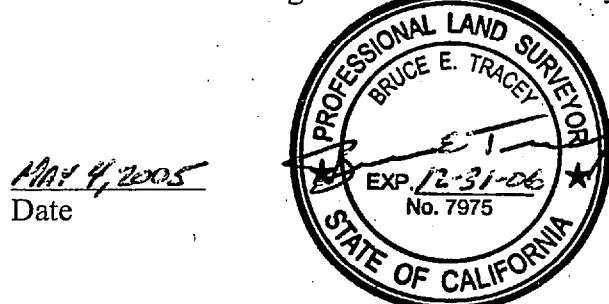
The bearing along the North line of the Northwest Quarter of Section 19, T.11 N., R.6 E., M.D.B.&M., as shown on Sheet 6 is corrected to read N. 89°06'28" E.

Curve data for C15, C19, C21, and C23 as shown on Sheet 9 is corrected to read:
C15 R=950' Delta=18°43'49" Length=310.56' CB=N41°54'20"W CD=309.18'
C19 R=319' Delta=24°09'54" Length=134.54' CB=N69°32'31"E CD=133.55'
C21 R=381' Delta=24°09'54" Length=160.69' CB=N69°32'31"E CD=159.50'
C23 R=1850' Delta=08°19'48" Length=268.96' CB=N28°22'32"W CD=268.73'

Bearing for T18 as shown on Sheet 11 is corrected to read N03°17'17"E.
The name of the present fee owner of the real property affected by such corrections is: Roseville/Fiddymment Land Venture, LLC, a Delaware Limited Liability Company.

CERTIFICATE OF SURVEYOR

THIS IS TO certify that the above Certificate of Correction was prepared by or under the direction and control of the undersigned licensed land surveyor.



Bruce E. Tracey P.L.S. 7975
Expiration Date: 12-31-2006

CERTIFICATE OF CITY ENGINEER

THIS IS TO certify that the above Certificate of Correction has been examined this 6th day of June, 2005, for conformance with the requirements of Section 8770.5 of the Land Surveyor's Act and Sections 66469 of the Subdivision map Act.

6/6/2005
Date

Robert H. Blaser, PE 30232, Expires 3/31/06
For Rob Jensen, City Engineer, City of Roseville
R.C.E. 53343 - Expiration Date: 6-30-07

NOTARY'S ACKNOWLEDGMENT

STATE OF CALIFORNIA } SS
COUNTY OF PLACER

ON THIS THE 1st DAY OF October 2004, BEFORE ME, C.L. Mackey, PERSONALLY APPEARED Coralie F. Corin and F. Earl Corin, PERSONALLY KNOWN TO ME. I 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.

WITNESS MY HAND: C.L. Mackey

PRINTED NAME: C.L. MACKEY

COUNTY OF: PLACER

MY COMMISSION EXPIRES: APRIL 23, 2008

FINAL MAP OF FIDDYMENT RANCH PHASE 1 LARGE LOT SUBDIVISION SUBDIVISION NO. 03-11

A RESUBDIVISION OF ALL OF SECTION 24, T. 11 N., R. 5 E. AND
A PORTION OF SECTION 19, T. 11 N., R. 6 E., M.D.B.&M.

CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA

SEPTEMBER 2004

WOOD RODGERS
ENGINEERING • MAPPING • PLANNING • SURVEYING
3301 C St., Bldg. 100-B Tel 916.341.7760
Sacramento, CA 95816 Fax 916.341.7767

1027.019

TO ON,
GNATED

WANT TO
ED FOR

LES,
ER AND
E

NOTARY'S ACKNOWLEDGMENT

STATE OF CALIFORNIA } SS
COUNTY OF PLACER

ON THIS THE 29 DAY OF September 2004, BEFORE ME, Ruth Stamos, PERSONALLY APPEARED MICHAEL CHIARELLETTI AND JAMES C. CHIARELLETTI, PERSONALLY KNOWN TO ME. I 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.

WITNESS MY HAND: Ruth Stamos

PRINTED NAME: RUTH STAMOS

COUNTY OF: PLACER

MY COMMISSION EXPIRES: 11/10/06

NOTARY'S ACKNOWLEDGMENT

STATE OF CALIFORNIA } SS
COUNTY OF PLACER

ON THIS THE 10th DAY OF November 2004, BEFORE ME, C.L. Mackey, PERSONALLY APPEARED Coralie F. Corin and F. Earl Corin, PERSONALLY KNOWN TO ME. I 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.

WITNESS MY HAND: C.L. Mackey

PRINTED NAME: C.L. MACKEY

COUNTY OF: PLACER

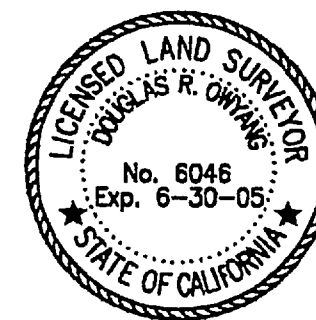
MY COMMISSION EXPIRES: APRIL 23, 2008

TRUSTEE/BENEFICIARY STATEMENTS

SEE SHEET TWO FOR TRUSTEE AND OPTIONEE'S STATEMENTS.

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND WAS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF ROSEVILLE/FIDDYMENT LAND VENTURE L.L.C. IN JANUARY, 2004. 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 JANUARY 31, 2006, AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.



DOUGLAS R. OWYANG
P.L.S. 6046 EXP. 06-30-05
WOOD RODGERS, INC.
September 27, 2004
DATE

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP OF FIDDYMENT RANCH PHASE 1 LARGE LOT SUBDIVISION 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.

Rob Jensen
CITY ENGINEER, CITY OF ROSEVILLE
R.C.E. #53343 EXPIRATION DATE 6/30/07

I HEREBY STATE THAT I AM SATISFIED THAT THIS FINAL MAP OF FIDDYMENT RANCH PHASE 1 LARGE LOT SUBDIVISION IS TECHNICALLY CORRECT.

For Rob Jensen, City Engineer, City of Roseville

Robert H. Blaser, P.E.
R.C.E. #30232 EXPIRATION DATE 3/31/06

CITY CLERK'S STATEMENT

I HEREBY CERTIFY THAT THE CITY COUNCIL, CITY OF ROSEVILLE HAS APPROVED THIS PLAT OF FIDDYMENT RANCH PHASE 1 LARGE LOT SUBDIVISION AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, SUBJECT TO IMPROVEMENT, THE RIGHTS OF WAY AND EASEMENTS OFFERED HEREON FOR DEDICATION. THE CITY COUNCIL HAS REJECTED AT THIS TIME, BUT RESERVES THE RIGHT TO ACCEPT AT A LATER DATE, ON BEHALF OF THE PUBLIC ALL IRREVOCABLE OFFERS OF LAND OFFERED HEREON, IN ACCORDANCE WITH THE TERMS OF THAT OFFER, AND HAS APPROVED THE ABANDONMENT OF THE RIGHT-OF-WAY LISTED HEREON.

10/6/04
DATED

Donna Owyang
CITY CLERK, CITY OF ROSEVILLE

BY: DEPUTY

RECORDER'S STATEMENT

FILED THIS 10th DAY OF November, 2004, AT 9:35
A. M. O'CLOCK IN BOOK AA OF MAPS, AT PAGE 10,
IN THE OFFICE OF THE PLACER COUNTY RECORDER.
RECORDED AT THE REQUEST OF WOOD RODGERS, INC.

FILE NO. 2004-150893
FEE \$ 41.00

Jim McCauley
JIM MCCAULEY
PLACER COUNTY
RECORDER

BY: Gerald J. LaFave
DEPUTY

Sheet 1 of 12

TRUSTEES STATEMENT

AMERICAN SECURITIES COMPANY, A CALIFORNIA CORPORATION, AS TRUSTEE UNDER DEED OF TRUST RECORDED ON FEBRUARY 10, 2004, IN THE OFFICE OF THE PLACER COUNTY RECORDER UNDER RECORDER'S SERIAL NUMBER 2004-0013989, HEREBY CONSENTS TO THE PREPARATION AND RECORDATION OF THIS MAP.

BY: *Lisa E. Schaeffer* BY: *Amy Rizzo*
 PRINT: *Lisa E. Schaeffer* PRINT: *Amy Rizzo*
 TITLE: *Vice President* TITLE: *Assistant Secretary*

NOTARY'S ACKNOWLEDGMENT

STATE OF CALIFORNIA } SS
 COUNTY OF *Contra Costa*
 ON THIS THE *29th* DAY OF *September* 20*04* BEFORE ME,
Kathy J. Parsons, PERSONALLY APPEARED *Lisa E. Schaeffer & Amy Rizzo*
☒ PERSONALLY KNOWN TO ME

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.

WITNESS MY HAND: *Kathy J. Parsons*
 PRINTED NAME: *Kathy J. Parsons, #1491846*
 COUNTY OF: *Contra Costa*
 MY COMMISSION EXPIRES: *May 25, 2006*

LEGEND

- DIMENSION POINT
- ◆ FOUND SECTION CORNER AS DESCRIBED ON SHEET 5
- ⊕ FOUND 1/4 CORNER AS DESCRIBED ON SHEET 5
- ⊗ FOUND 1/16 CORNER AS DESCRIBED ON SHEET 5
- ⊙ SET BRASS DISK STAMPED L.S. 6046 IN STANDARD CITY OF ROSEVILLE MONUMENT BOX
- ⊗ SET 5/8" REBAR W/ PLASTIC CAP STAMPED L.S. 6046
- () RECORD INFORMATION PER REFERENCE
- (R) RADIAL LINE
- OS OPEN SPACE
- O.A. OVERALL DIMENSION
- P.U.E. PUBLIC UTILITY EASEMENT
- P.E. PEDESTRIAN EASEMENT
- O.R. PLACER COUNTY OFFICIAL RECORDS
- S.D.E. STORM DRAIN EASEMENT
- S.S.E. SANITARY SEWER EASEMENT

REFERENCES

- | | |
|---------------------------------|----------------------------------|
| (1) Book 8 Surveys Page 4 | (7) Book 9 Surveys Page 56 |
| (2) Book 1 Surveys Page 15 | (8) Book 17 Parcel Maps Page 102 |
| (3) Book 13 Surveys Page 18 | (9) Book 8 Surveys Page 5 |
| (4) Book 26 Parcel Maps Page 93 | (10) Book S Maps Page 58 |
| (5) Book W Maps Page 377 | (11) Book X Maps Page 97 |
| (6) Book 8 Surveys Page 106 | |

OPTIONEE'S STATEMENT

ROSEVILLE JOINT UNION HIGH SCHOOL DISTRICT, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA AS DISCLOSED BY A MEMORANDUM OF OPTION TO PURCHASE AGREEMENT RECORDED AUGUST 16, 2004 INSTRUMENT No. 2004-0107179, OFFICIAL RECORDS OF PLACER COUNTY, CALIFORNIA

NAME: *Richard Strickland* NAME: _____
 TITLE: *DEPUTY SUPERINTENDENT*

NOTARY'S ACKNOWLEDGMENT

STATE OF CALIFORNIA } SS
 COUNTY OF PLACER

ON THIS THE *5th* DAY OF *October* 20*06* BEFORE ME,
Sherie J. Feder, PERSONALLY APPEARED *Richard Strickland*
☒ PERSONALLY KNOWN TO ME

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.

WITNESS MY HAND: *Sherie J. Feder*
 PRINTED NAME: *Sherie J. Feder*
 COUNTY OF: *Placer*
 MY COMMISSION EXPIRES: *April 29, 2006*

OPTIONEE'S STATEMENT

ROSEVILLE / FIDDYMENT LAND VENTURE, LLC, A DELAWARE LIMITED LIABILITY COMPANY AS OPTIONEE UNDER MEMORANDUM OF SUCCESSIVE OPTION RECORDED MARCH 26, 1998, UNDER SERIAL No. 0020203, OFFICIAL RECORDS OF PLACER COUNTY, CALIFORNIA

BY: SIGNATURE AT FIDDYMENT, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, MEMBER
 BY: SIGNATURE PROPERTIES, INC., A CALIFORNIA CORPORATION, MANAGER

BY: *Michael J. Ghielmetti* NAME: *James C. Ghielmetti*
 MICHAEL J. GHIEMETTI, PRESIDENT TITLE: *JAMES C. GHIEMETTI, C.E.O.*

NOTARY'S ACKNOWLEDGMENT

STATE OF CALIFORNIA } SS
 COUNTY OF PLACER

ON THIS THE *29* DAY OF *September* 20*04* BEFORE ME,
Michael J. Ghielmetti, PERSONALLY APPEARED *Michael J. Ghielmetti AND James C. Ghielmetti*
☒ PERSONALLY KNOWN TO ME

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.

WITNESS MY HAND: *Michael J. Ghielmetti*
 PRINTED NAME: *Michael J. Ghielmetti*
 COUNTY OF: *Placer*
 MY COMMISSION EXPIRES: *11/8/08*

NOTES

1. THE TOTAL AREA FOR THIS SUBDIVISION IS 720± ACRES GROSS, CONSISTING OF 23 LOTS AND A DESIGNATED REMAINDER.
2. THE LAND SHOWN HEREON BEING OF ALL OF SECTION 24, T. 11 N., R. 5 E., M.D.M. AND A PORTION OF SECTION 19, T. 11 N., R. 6 E. M.D.M. IS HEREBY MERGED AND RESUBDIVIDED PER GOVERNMENT CODE, SECTION 66499.20 1/2.
3. A PRELIMINARY SOILS REPORT WAS PREPARED BY WALLACE-KUHL AND ASSOCIATES DATED FEBRUARY 18, 2004, FILE NO. 5877.01. A COPY OF THIS REPORT IS AVAILABLE FOR PUBLIC INSPECTION AT THE CITY OF ROSEVILLE ENGINEERING DEPARTMENT.
4. THIS PROPERTY IS SUBJECT TO THE CITY OF ROSEVILLE TREE PRESERVATION ORDINANCE NO. 2294, CHAPTER 16.10, TITLE 16 OF THE ROSEVILLE MUNICIPAL CODE.
5. ALL DISTANCES SHOWN HEREON ARE IN FEET AND DECIMAL PARTS THEREOF.
6. ALL CURVES ARE DIMENSIONED WITH RADIUS, DELTA, ARC LENGTH, CHORD BEARING AND CHORD DISTANCE. CHORD DISTANCES MAY CONTAIN SOME ROUNDING ERROR.
7. PURSUANT TO 66434 (G) OF THE GOVERNMENT CODE, THE FOLLOWING PUBLIC EASEMENT IS HEREBY ABANDONED:
 A. A PORTION OF THE HIGHWAY EASEMENT DEEDED TO THE COUNTY OF PLACER PER 2090 O.R. 149 LYING WITHIN LOTS 21 & 23.
 B. C.C. & R.'S WHICH AFFECT THIS FINAL MAP ARE BEING RECORDED CONCURRENTLY AS DOCUMENT No. *2004-150694* P.C.R.

CERTIFICATE FOR PUBLIC DEDICATION OF LAND

PURSUANT TO SECTION 66477.5 OF THE SUBDIVISION MAP ACT, THE CITY OF ROSEVILLE SHALL RECONVEY LOTS 6 AND 16 TO THE SUBDIVIDER NAMED BELOW IF A DETERMINATION IS MADE THAT THE SAME PUBLIC PURPOSE FOR WHICH THE FEE DEDICATION WAS REQUIRED DOES NOT EXIST, EXCEPT FOR ALL OR ANY PORTION OF THE PROPERTY THAT IS REQUIRED FOR THAT SAME PUBLIC PURPOSE OR FOR PUBLIC UTILITIES.

SUBDIVIDER: ROSEVILLE/FIDDYMENT LAND VENTURE L.L.C.,
 A DELAWARE LIMITED LIABILITY COMPANY
 BY: SIGNATURE AT FIDDYMENT, LLC.,
 A CALIFORNIA LIMITED LIABILITY COMPANY, MEMBER
 SIGNATURE PROPERTIES, INC.,
 A CALIFORNIA CORPORATION, MANAGER
 ADDRESS: 1322 BLUE OAKS BOULEVARD, SUITE 100
 ROSEVILLE, CA 95678

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 24, T. 11 N., R. 5 E., M.D.M., TAKEN AS NORTH 00°26'58" WEST PER THE MAP OF SUN CITY ROSEVILLE LARGE LOT SUBDIVISION ON FILE IN THE OFFICE OF THE PLACER COUNTY RECORDER IN BOOK "S" OF MAPS AT PAGE 58.

FINAL MAP OF FIDDYMENT RANCH PHASE 1 LARGE LOT SUBDIVISION SUBDIVISION NO. 03-11

A RESUBDIVISION OF ALL OF SECTION 24, T. 11 N., R. 5 E. AND
 A PORTION OF SECTION 19, T. 11 N., R. 6 E., M.D.B.&M.
 CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA


WOOD RODGERS
 ENGINEERING • MAPPING • PLANNING • SURVEYING
 3301 C St., Bldg. 100-B Tel 916.341.7780
 Sacramento, CA 95816 Fax 916.341.7767
 1027.019

CROCKER RANCH NORTH
"X" MAPS 97

FINAL MAP OF
FIDDYMENT RANCH PHASE 1
LARGE LOT SUBDIVISION
SUBDIVISION NO. 03-11
A RESUBDIVISION OF ALL OF SECTION 24, T. 11 N., R. 5 E., AND
A PORTION OF SECTION 19, T. 11 N., R. 6 E., M.D.B.&M.
CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA

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Sacramento, CA 95816 Fax 916.341.7767
OCTOBER 2004
1027.019

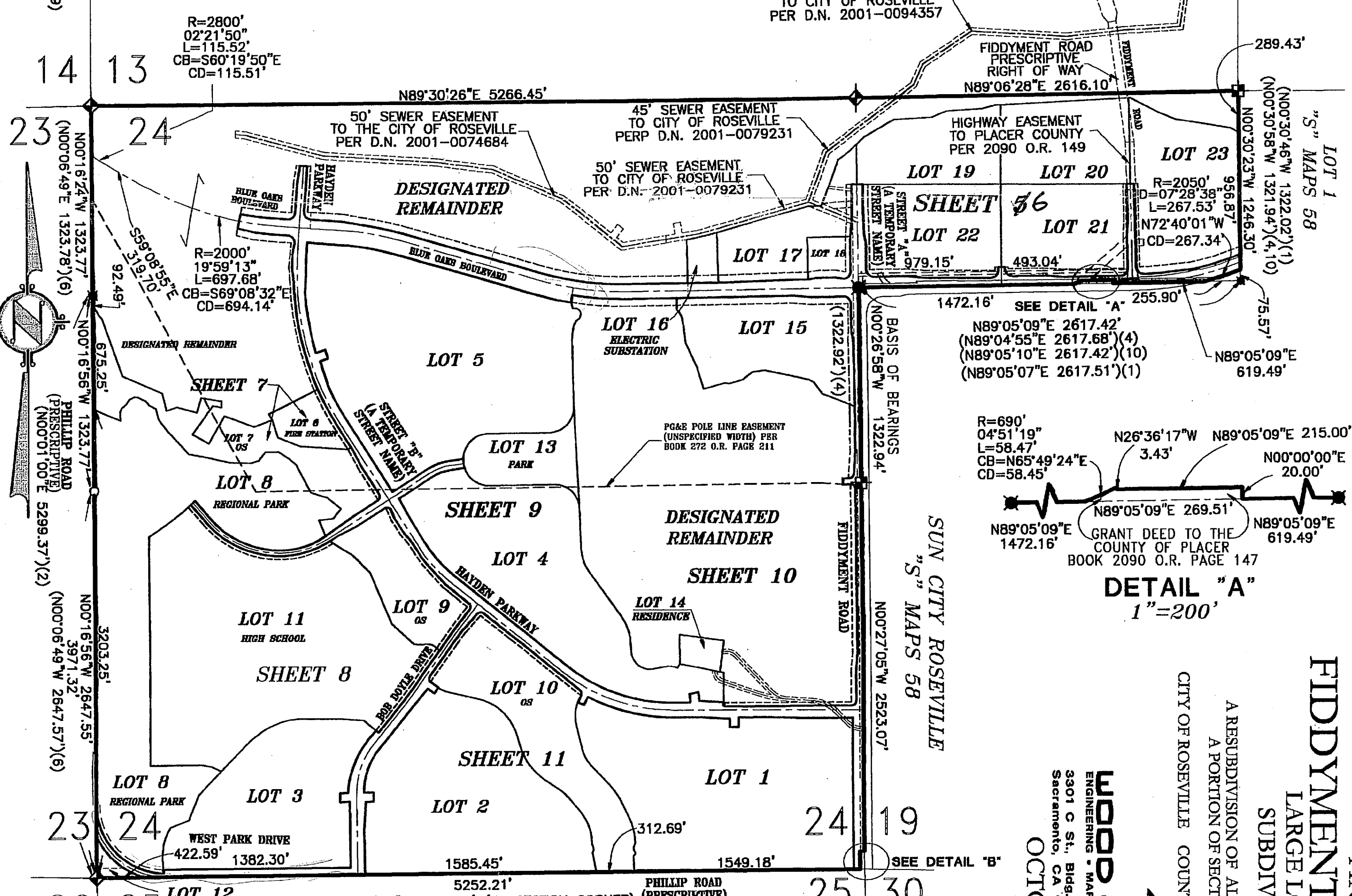
11 12 13 14
13 18
R. 5 E. R. 6 E.
PLACER COUNTY
CITY OF ROSEVILLE
(EAST 80 ch) (GLO)
N89°26'37"E 5266.44'
(WEST 39.45 ch) (GLO)
(N88°56'19"E 2614.35')(3)
N88°56'05"E 2614.34'
N88°56'05"E 50.00'
1/4 COR TO WITNESS
CORNER MONUMENT
FIDDYMENT ROAD
(N00°14'10"W 5303.87')(3.5)
N00°14'10"W 5303.02'

TRIBUTARY TO
PLEASANT GROVE CREEK

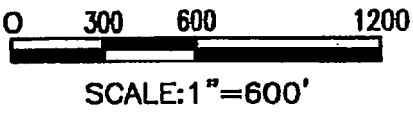
LOT NUMBER	WEST ROSEVILLE SPECIFIC PLAN PCL NO.
1	F-1
2	F-2
3	F-3
4	F-4
5	F-5
6	F-73
7	F-86
8	F-56
9	F-87
10	F-88
11	F-72
12	F-89
13	F-53
14	RESIDENCE
15	F-21
16	F-65
17	F-30
18	F-35
19	F-22
20	F-23
21	F-24
22	F-31
23	F-17

NOT A PART OF THIS SURVEY

17 P.M. 102



BOUNDARY DETAIL/SHEET INDEX



LEGEND (THIS SHEET ONLY)

- Found section corner as described in monument notes
- Found 1/4 corner as described in monument notes
- Found 1/16 corner as described in monument notes
- GLO General Land Office
- (6) Record data; see Sheet 4

DETAIL "B"
1"=200'

FINAL MAP OF
FIDDYMENT RANCH PHASE 1
LARGE LOT SUBDIVISION
SUBDIVISION NO. 03-11

A RESUBDIVISION OF ALL OF SECTION 24, T. 11 N., R. 5 E. AND
A PORTION OF SECTION 19, T. 11 N., R. 6 E., M.D.B.&M.

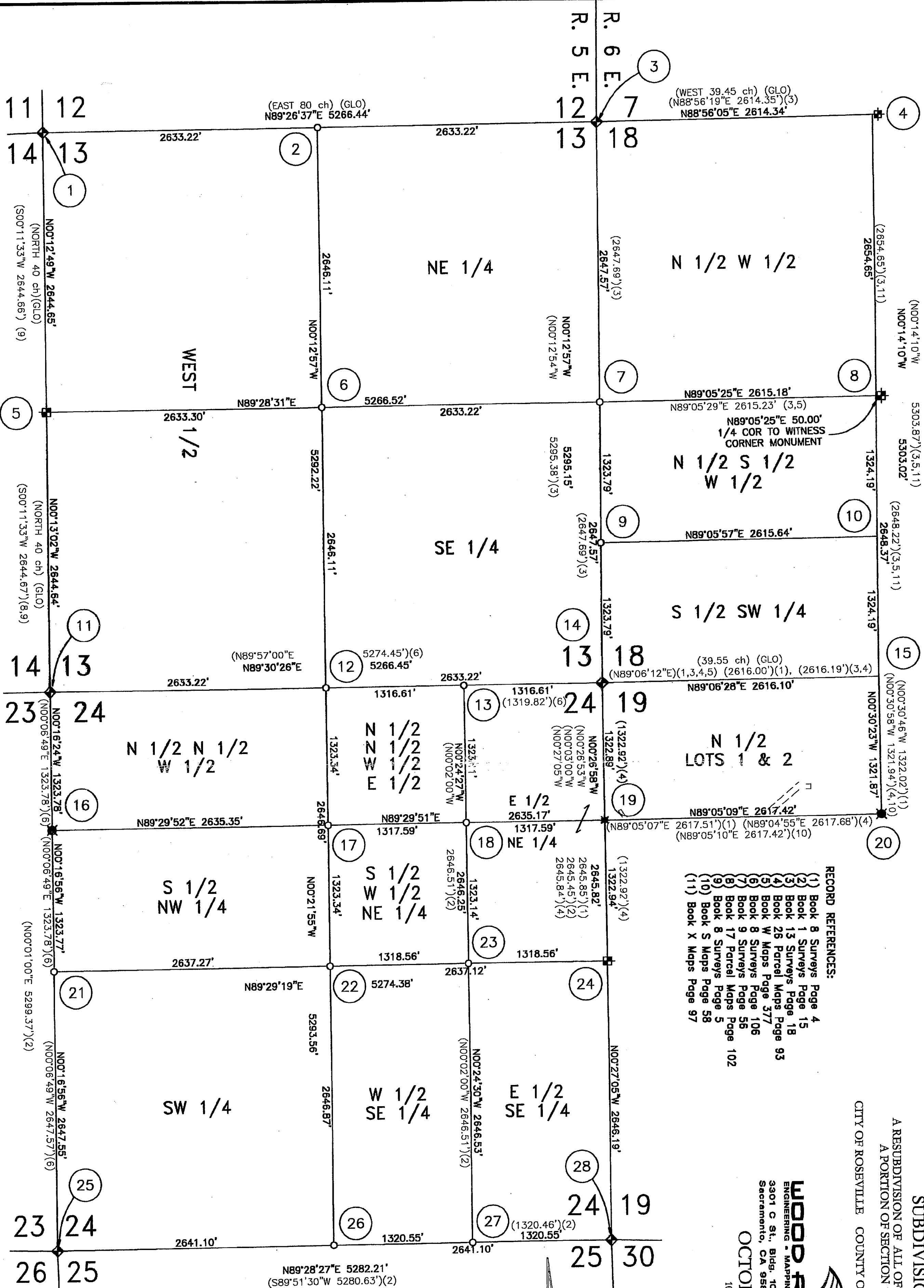
CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA



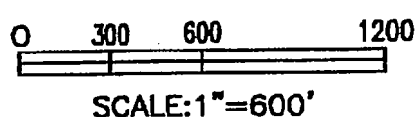
WOOD RODGERS
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3301 G St., Bldg. 100-B Tel 916.341.7760
Sacramento, CA 95816 Fax 916.341.7767

OCTOBER 2004
1027.019

- RECORD REFERENCES:
- (1) Book 8 Surveys Page 4
 - (2) Book 1 Surveys Page 15
 - (3) Book 13 Surveys Page 18
 - (4) Book 26 Parcel Maps Page 93
 - (5) Book 4 Maps Page 377
 - (6) Book 8 Surveys Page 106
 - (7) Book 9 Surveys Page 56
 - (8) Book 17 Parcel Maps Page 102
 - (9) Book 8 Surveys Page 5
 - (10) Book 5 Maps Page 58
 - (11) Book X Maps Page 97



SECTION DIAGRAM



LEGEND (THIS SHEET ONLY)

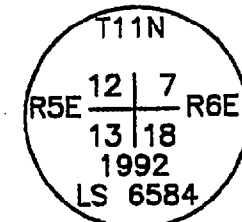
- ◆ Found section corner as described in monument notes
- ⊕ Found 1/4 corner as described in monument notes
- ⊗ Found 1/16 corner as described in monument notes
- Calculated point; nothing found or set
- (21) Monument note number; see Sheet 5

MONUMENT DESCRIPTIONS

1. Found 3/4" diameter rebar tagged RCE 7083 per Book 1 Surveys Page 67. Accepted as northwest corner Section 13, T11N, R5E.

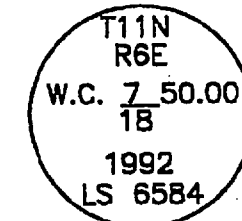
2. Calculated position for 1/4 corner common to Sections 12 and 13; nothing found or set.

3. Found 2" diameter iron pipe per Book 13 Surveys Page 18 with 2" diameter brass disk stamped:



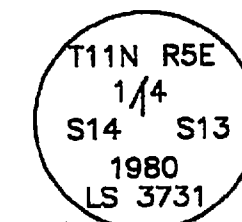
Accepted as section corner common to Sections 12 and 13 T11N R5E and Sections 7 and 18 T11N R6E.

4. Found 2" diameter iron pipe per Book 13 Surveys Page 18 with 2" diameter brass disk stamped:



Accepted as being on north line of Section 18. The position for the north quarter corner of Section 18 was established on the section line 50.00 feet westerly from this monument.

5. Found 2-1/2" diameter capped iron pipe per Book 17 Parcel Maps Page 102, stamped:

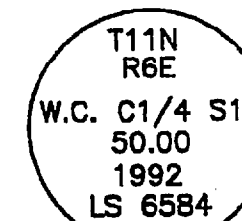


Accepted as west 1/4 corner of Section 13.

6. Calculated position for center 1/4 corner of Section 13. Nothing found or set.

7. Calculated position for east 1/4 corner of Section 13 established by single proportionate measurement. Nothing found or set.

8. Found 2" diameter iron pipe per Book 13 Surveys Page 8 with brass disk stamped:

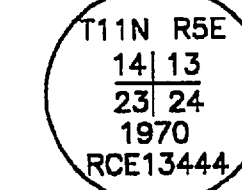


Accepted as being on the east-west centerline of Section 18. The position for the center 1/4 corner was established on the centerline 50.00 feet westerly of this monument.

9. Calculated position for South 1/16 Corner common to Sections 13 and 18, established by single proportionate measurement. Nothing found or set.

10. Calculated position of Center South 1/16 Corner Section 18 established by single proportionate measurement. Nothing found or set.

11. Found 1-1/2" diameter iron pipe per Book 17 Parcel Maps Page 102 with 2" diameter brass disk stamped:



Accepted as Southwest Corner of Section 13.

12. Calculated position of south 1/4 corner Section 13 established by single proportionate measurement. Nothing found or set.

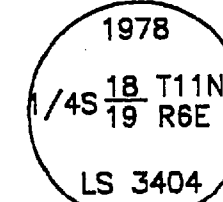
13. Calculated position of East 1/16 corner common to Sections 13 and 24 established by single proportionate measurement. Nothing found or set.

14. Found 2" diameter capped iron pipe per Book 8 Surveys Page 5 stamped:



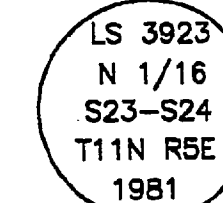
Accepted as section corner common to Sections 13 and 24, T11N, R5E and Sections 18 and 19, T11N, R6E.

15. Found 2" diameter capped iron pipe per Book 8 Surveys Page 5, stamped:



Accepted as 1/4 corner common to Sections 18 and 19, T11N, R6E.

16. Found 1-1/4" diameter iron pipe per Book 8 Surveys Page 106 with 2" diameter brass disk stamped:

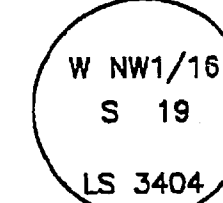


Accepted as North 1/16 Corner common to Sections 23 and 24, T11N, R5E.

17. Calculated position for the Center North 1/16 Corner of Section 24, T11N, R5E based on single proportionate measurement. Nothing found or set.

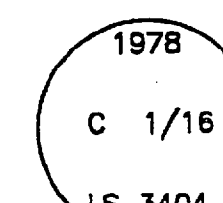
18. Calculated position for the NE 1/16 Corner of Section 24; nothing found or set.

19. Found 1-1/2" capped iron pipe per Book 8 Surveys Page 5, stamped (incorrectly):



Accepted as North 1/16 Corner common to Section 24 T11N, R5E and Section 19, T11N, R6E. Re-monument with brass disk stamped L.S. 6046 in standard City of Roseville monument well.

20. Found 1-1/4" capped iron pipe per Book 8 Surveys Page 5, stamped (incorrectly):



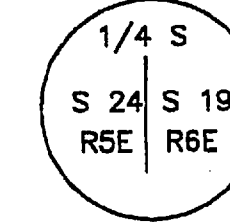
Accepted as Center North 1/16 Corner of Section 19, T11N, R5E. Re-monument with brass disk stamped L.S. 6046 in standard City of Roseville monument well.

21. Calculated position for 1/4 Corner common to Sections 23 and 24 established by single proportionate measurement. Nothing found or set.

22. Calculated position for the Center 1/4 Corner of Section 24, T11N, R5E. Nothing found or set.

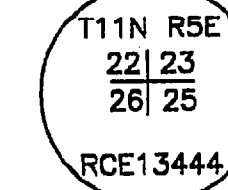
23. Calculated position for the Center East 1/16 Corner of Section 24, T11N, R5E. Nothing found or set.

24. Found 3" diameter brass disk in monument well per Book 8 Surveys Page 5, stamped:



Accepted as 1/4 corner common to Section 24, T11N, R5E and Section 19, T11N, R6E.

25. Found 1-1/2" diameter brass disk in concrete per Book 8 Surveys Page 106, stamped (incorrectly):

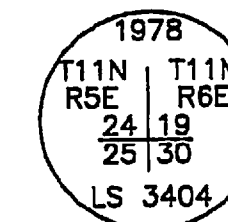


Accepted as Section Corner common to Sections 23, 24, 25 and 26, T11N, R5E.

26. Calculated position of South 1/4 Corner Section 24, T11N, R5E, established by single proportionate measurement. Nothing found or set.

27. Calculated position of East 1/16 Corner Sections 24 and 25, T11N, R5E, established by single proportionate measurement. Nothing found or set.

28. Found 3" diameter brass disk set in concrete per Book 8 Surveys Page 5, stamped:



Accepted as Section corner common to Sections 24 and 25, T11N, R5E and Sections 19 and 30, T11N, R6E. Re-monument with brass disk stamped L.S. 6046 in standard City of Roseville monument well.

FINAL MAP OF
FIDDYMENT RANCH PHASE 1
LARGE LOT SUBDIVISION
SUBDIVISION NO. 03-11

A RESUBDIVISION OF ALL OF SECTION 24, T. 11 N., R. 5 E. AND
A PORTION OF SECTION 19, T. 11 N., R. 6 E., M.D.B.&M.
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OCTOBER 2004

1027.019

Sheet 5 of 12

THIS SHEET ONLY

COURSE	BEARING	DISTANCE	COURSE	BEARING	DISTANCE
T1	N77°45'32"E	159.16'	T44	N86°09'02"W	120.42'
T2	N89°08'17"E	90.60'	T45	N89°05'09"E	220.02'
T3	N52°10'30"E	101.69'	T46	N89°05'09"E	220.02'
T4	N45°49'18"E	68.84'	T47	N00°26'58"W	180.04'
T5	N45°49'18"E	72.73'	T48	N10°26'48"W	60.93'
T6	N67°10'54"E	111.46'	T49	N05°29'54"E	16.10'
T7	N75°18'37"E	101.42'	T50	N05°29'54"E	103.29'
T8	N87°02'20"E	35.80'	T51	N00°41'46"E	131.47'
T9	N87°02'20"E	8.99'	T52	N00°26'58"W	134.07'
T10	S68°34'02"E	108.44'	T53	N89°59'59"E	38.00'
T11	S58°48'04"E	66.51'	T54	N89°59'59"E	38.00'
T12	N00°00'00"E	20.00'	T55	N10°24'52"W	60.92'
T13	N89°05'09"E	215.00'	T56	N00°26'58"W	180.04'
T14	N26°36'17"W	3.43'	T57	N01°35'43"W	221.17'
T15	N00°26'58"W	133.36'	T58	N00°26'58"W	230.79'
T16	N36°16'36"W	97.64'	T59	N89°05'09"E	400.56'
T17	N60°57'57"W	36.04'	T60	N89°05'09"E	120.42'
T18	N78°07'15"W	305.90'	T61	N89°05'09"E	219.13'
T19	S82°44'31"W	82.94'	T62	N00°00'01"W	10.74'
T20	S52°39'54"W	83.66'	T63	N89°59'59"E	23.00'
T21	S73°07'35"W	102.44'	T64	N89°59'59"E	23.00'
T22	N80°00'01"W	30.22'	T65	N89°59'59"E	23.00'
T23	S74°31'26"W	150.77'	T66	N00°00'01"W	22.78'
T24	N17°36'22"W	150.48'	T67	N85°12'38"W	120.71'
T25	N06°39'36"W	105.66'	T68	N89°05'09"E	220.02'
T26	N11°19'09"W	80.27'	T69	N00°30'23"W	53.50'
T27	N36°10'51"W	56.34'	T70	N00°57'57"W	37.57'
T28	N01°18'24"W	25.39'	T71	N00°57'57"E	223.44'
T29	N00°54'51"W	50.00'	T72	N89°59'59"E	50.01'
T30	N00°54'51"W	50.00'	T73	N89°57'19"W	44.56'
T31	N89°05'09"E	79.83'	T74	S84°43'09"W	135.84'
T32	N74°02'32"E	57.43'	T75	N00°00'01"W	121.92'
T33	N00°54'51"W	50.00'	T76	S00°57'57"E	687.57'
T34	N00°54'51"W	50.00'	T77	S89°05'09"W	34.86'
T35	S89°05'09"W	211.52'	T78	N00°30'23"W	70.05'
T36	S88°07'52"W	1.11'	T79	N00°54'51"W	297.26'
T37	S79°13'56"W	60.90'	T80	N01°35'43"W	222.92'
T38	S89°05'09"W	120.00'	T81	S00°54'51"E	34.42'
T39	N81°23'13"W	60.42'	T82	N01°35'43"W	32.97'
T40	S00°57'57"E	244.48'	T83	S00°26'58"E	20.17'
T41	S02°50'54"W	120.27'	T84	N82°55'14"W	165.90'
T42	S00°57'57"E	223.44'	T85	N18°36'58"E	20.41'
T43	N89°05'09"E	42.29'	T86	S82°55'14"E	159.17'

T94	S00°26'58"E	122.56'
T95	S00°26'58"E	11.51'
T96	S00°41'46"W	33.51'
T97	N66°52'25"W	87.34'

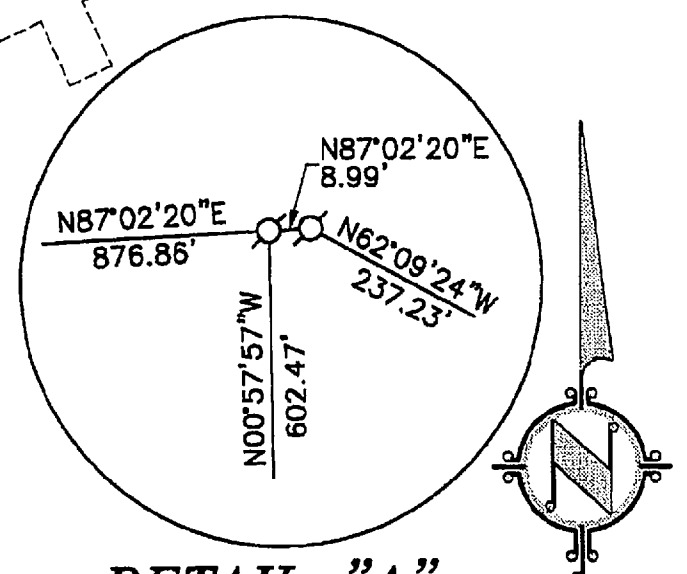
COURSE	RADIUS	DELTA	LENGTH	CHORD BEARING	DISTANCE
C1	50'	89°32'14"	78.14'	N44°19'09"E	70.42'
C2	50'	90°03'08"	78.58'	N44°03'36"E	70.74'
C4	50'	90°02'28"	78.58'	N45°01'13"E	70.74'
C5	50'	90°54'50"	79.34'	S45°27'26"E	71.27'
C8	2050'	07°28'38"	267.52'	N72°40'01"E	267.34'
C9	50'	90°27'53"	78.95'	N45°40'55"W	71.00'
C10	50'	90°27'53"	78.94'	S45°40'54"E	70.99'
C11	690'	04°51'19"	58.47'	N65°49'24"E	58.45'
C12	1950'	10°16'57"	349.96'	S72°57'48"W	349.48'
C13	1940'	06°19'45"	214.30'	S82°42'27"W	214.19'
C14	2000'	20°41'45"	722.42'	N78°44'17"E	718.50'
C15	50'	91°09'44"	79.55'	N46°32'49"W	71.42'
C16	1427.50'	04°52'46"	121.57'	S86°02'43"W	121.53'
C17	1472.50'	07°53'48"	202.95'	N84°35'43"E	202.78'

N.A.P.O.T.S.
SEE SHEET 3

HIGHWAY EASEMENT TO
COUNTY OF PLACER
PER 1673 O.R. 641

45' SEWER EASEMENT
TO CITY OF ROSEVILLE
PER D.N. 2001-0094357

PREScriptive RIGHT OF WAY
INDETERMINATE WIDTH



DETAIL "A"
Not to Scale

0 100 200 400
SCALE: 1"=200'

LOT 1
"S" MAPS 58

DETAIL "B"
Not to Scale

DETAIL "C"
Not to Scale

DESIGNATED
REMAINDER

45' SEWER EASEMENT
TO CITY OF ROSEVILLE
PER D.N. 2001-0079231

SEE
DETAIL "C"

LOT 19
10.66 ACRES

LOT 20
12.73 ACRES

LOT 23
17.56 ACRES

LOT 22
13.91 ACRES

LOT 21
12.62 ACRES

LOT 17
8.94 ACRES

LOT 16
1.55 ACRES

LOT 18
1.88 ACRES

LOT 15
15.13 ACRES

SEE SHEET 10

DESIGNATED REMAINDER

DETAIL "D"
45' S.S.E.

STREET "A"
(A TEMPORARY
STREET NAME)

SEE
DETAIL "D"

20' WIDE P.U.E.
TO PG&E
PER D.N. 96-0046868

STORM DRAIN EASEMENT
TO DEL WEBB CALIFORNIA
PER D.N. 96-042201
(SEE DETAIL BELOW)

(SEE DETAIL BELOW)
STORM DRAIN EASEMENT
TO DEL WEBB CALIFORNIA
PER D.N. 96-0046866

RIGHT OF WAY TO
DEL WEBB CALIFORNIA
PER D.N. 96-042201

RIGHT OF WAY EASEMENT
TO CITY OF ROSEVILLE
PER D.N. 96-0073517

① STORM DRAIN EASEMENT
TO DEL WEBB CALIFORNIA
PER D.N. 96-042201

② STORM DRAIN EASEMENT
TO DEL WEBB CALIFORNIA
PER D.N. 96-0046866

5' X 10' PG&E EASEMENT
PER D.N. 96-0046867

30' X 50' PG&E EASEMENT
PER D.N. 96-0046867

35' SEWER EASEMENT
TO CITY OF ROSEVILLE
PER D.N. 2001-0079231

HIGHWAY EASEMENT TO
COUNTY OF PLACER
PER 2089 O.R. 416

SUN CITY ROSEVILLE

"S" Maps 58

"T" Maps 72

See Sheet 2 for Notes,
Basis of Bearings and Legend

FINAL MAP OF
FIDDYMENT RANCH PHASE 1
LARGE LOT SUBDIVISION
SUBDIVISION NO. 03-11

A RESUBDIVISION OF ALL OF SECTION 24, T. 11 N., R. 5 E. AND
A PORTION OF SECTION 19, T. 11 N., R. 6 E., M.D.B.&M.

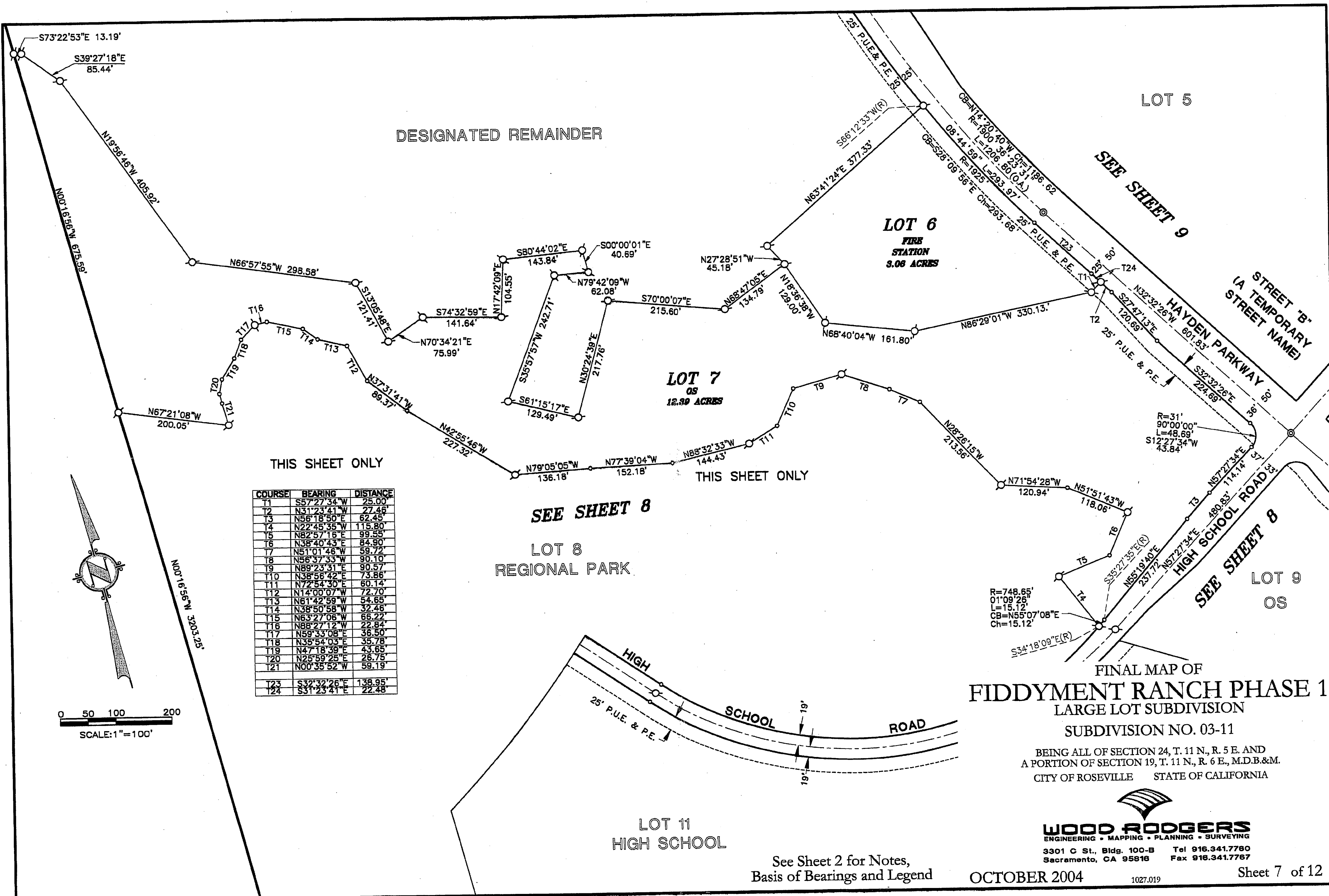
CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA

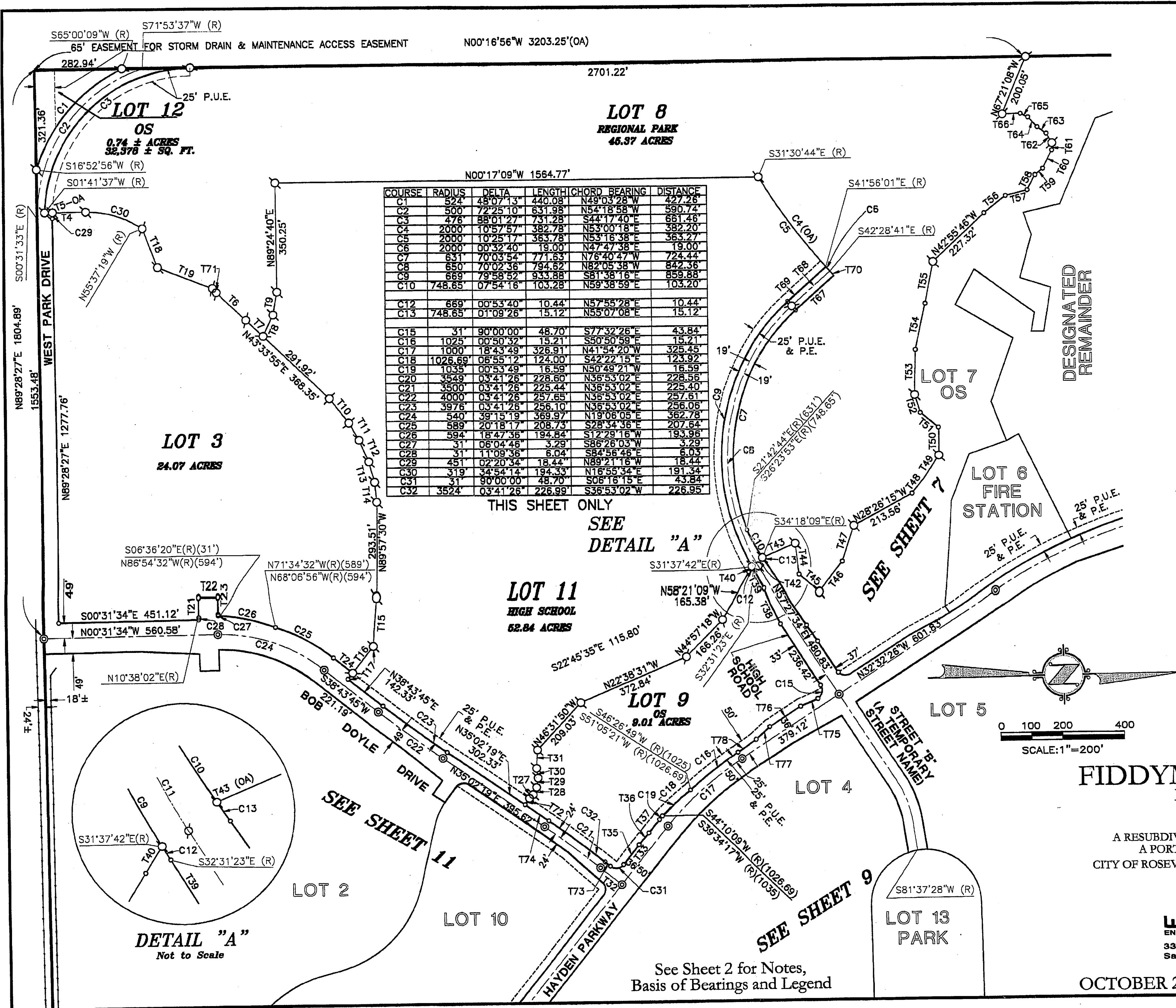
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OCTOBER 2004

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Sheet 6 of 12





COURSE	RADIUS	DELTA	LENGTH	CHORD	BEARING	DISTANCE
C1	524	48°07'13"	440.08	N49°03'28"W	427.26'	
C2	500	72°25'10"	631.98	N54°18'58"W	590.74'	
C3	476	88°01'27"	731.28	S44°17'40"E	661.46'	
C4	2000	10°57'57"	382.78	N53°00'18"E	382.20'	
C5	2000	10°25'17"	363.78	N53°16'38"E	363.27'	
C6	2000	00°32'40"	19.00	N47°47'38"E	19.00'	
C7	631	70°03'54"	771.63	N76°40'47"W	724.44'	
C8	650	70°02'36"	794.62	N82°05'38"W	842.36'	
C9	669	79°58'52"	933.88	S81°38'16"E	859.88'	
C10	748.65	07°54'16"	103.28	N59°38'59"E	103.20'	
C12	669	00°53'40"	10.44	N57°55'28"E	10.44'	
C13	748.65	01°09'26"	15.12	N55°07'08"E	15.12'	
C15	31	90°00'00"	48.70	S77°32'26"E	43.84'	
C16	1025	00°50'32"	15.21	S50°50'59"E	15.21'	
C17	1000	18°43'49"	326.91	N41°54'20"W	325.45'	
C18	1026.69	06°55'12"	124.00	S42°22'15"E	123.92'	
C19	1035	00°53'49"	16.59	N50°49'21"W	16.59'	
C20	3549	03°41'26"	228.60	N38°53'02"E	228.56'	
C21	3500	03°41'26"	225.44	N38°53'02"E	225.40'	
C22	4000	03°41'26"	257.65	N38°53'02"E	257.61'	
C23	3976	03°41'26"	256.10	N38°53'02"E	256.06'	
C24	540	39°15'19"	369.97	N19°06'05"E	362.78'	
C25	589	20°18'17"	208.73	S28°34'36"E	207.64'	
C26	594	18°47'38"	194.84	S12°29'16"W	193.96'	
C27	31	06°04'46"	3.29	S86°26'03"W	3.29'	
C28	31	11°09'36"	6.04	S84°56'46"E	6.03'	
C29	451	02°20'34"	18.44	N89°21'16"W	18.44'	
C30	319	34°54'14"	194.33	N16°55'34"E	191.34'	
C31	31	90°00'00"	48.70	S06°16'15"E	43.84'	
C32	3524	03°41'26"	226.99	S36°53'02"W	226.95'	

COURSE	BEARING	DISTANCE
T4	N00°31'33"W	106.90'
T5	N00°31'33"W	131.92'
T6	N43°28'08"E	131.52'
T7	N43°33'55"E	76.43'
T8	N65°00'36"W	75.86'
T9	N79°48'17"W	75.42'
T10	N51°39'59"E	99.08'
T11	N59°33'14"E	64.69'
T12	N66°10'40"E	77.10'
T13	N74°38'06"E	68.04'
T14	N84°08'54"E	64.31'
T15	N85°33'55"W	152.85'
T16	N51°16'15"W	107.88'
T17	N51°16'15"W	132.88'
T18	N68°56'46"E	133.67'
T19	N21°28'24"E	188.27'
T21	N89°28'26"E	59.45'
T22	N00°31'34"W	62.00'
T23	N89°28'26"E	50.41'
T24	N38°43'45"E	78.86'
T27	N44°08'19"W	17.46'
T28	N64°30'06"W	25.74'
T29	N80°13'30"W	31.07'
T30	N81°28'29"E	32.03'
T31	N86°31'10"W	60.83'
T32	N38°43'45"E	89.22'
T33	N51°16'15"W	241.76'
T35	N51°16'15"W	81.75'
T36	N50°07'30"W	49.72'
T37	N51°15'53"W	55.30'
T38	N63°26'03"E	120.69'
T39	N58°40'43"E	67.60'
T40	N58°13'58"W	20.40'
T43	N22°45'35"W	115.80'
T44	N82°57'16"E	99.55'
T45	N38°40'43"E	84.90'
T46	N51°51'43"W	118.06'
T47	N71°54'28"W	120.94'
T48	N51°01'46"W	59.72'
T49	N56°37'33"W	90.10'
T50	N89°23'31"E	90.57'
T51	N38°56'24"E	73.86'
T52	N72°54'30"E	60.14'
T53	N88°32'33"W	144.43'
T54	N77°39'04"W	152.18'
T55	N79°05'05"W	136.18'
T56	N37°31'41"W	89.37'
T57	N14°00'07"W	72.70'
T58	N61°42'59"W	54.65'
T59	N38°50'58"W	32.46'
T60	N63°27'06"W	66.22'
T61	N88°27'12"W	22.84'
T62	N59°33'08"E	36.50'
T63	N38°54'03"E	35.78'
T64	N47°18'39"E	43.65'
T65	N25°59'25"E	26.75'
T66	N00°35'52"W	59.19'
T67	N41°38'50"W	165.80'
T68	N41°38'50"W	165.80'
T69	N41°38'50"W	165.62'
T70	N48°21'10"E	19.00'
T71	N47°50'15"E	18.71'
T72	N54°57'41"W	25.00'
T73	S38°43'45"W	22.22'
T74	S35°02'19"W	93.25'
T75	S23°04'41"E	60.83'
T76	S32°32'26"E	120.00'
T77	S42°00'10"E	60.83'
T78	S38°18'11"E	75.12'

FINAL MAP OF
FIDDYMENT RANCH PHASE 1
LARGE LOT SUBDIVISION
SUBDIVISION NO. 03-11

A RESUBDIVISION OF ALL OF SECTION 24, T. 11 N., R. 5 E. AND
A PORTION OF SECTION 19, T. 11 N., R. 6 E., M.D.B.&M.
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See Sheet 2 for Notes,
Basis of Bearings and Legend

THIS SHEET ONLY

COURSE	BEARING	DISTANCE
T1	N10°51'52"E	100.00'
T2	N10°25'39"E	50.00'
T3	N10°25'39"E	50.00'
T4	N86°08'55"W	87.85'
T5	N03°51'05"E	223.64'
T6	N08°51'08"E	120.46'
T7	N86°08'55"W	50.50'
T8	N03°51'05"E	333.64'
T9	N86°08'55"W	25.00'
T10	N86°08'55"W	25.50'
T11	S86°08'55"E	202.75'
T12	N03°51'05"E	60.00'
T13	N86°08'55"W	173.35'
T14	N86°08'55"W	75.50'
T15	N86°08'55"W	248.85'
T16	N08°56'47"E	100.00'
T17	N17°02'32"W	40.95'
T18	N72°50'39"E	4.00'
T19	N17°58'24"W	28.79'
T20	N78°23'34"E	70.34'
T21	N29°58'09"E	32.53'
T22	N78°28'57"W	25.07'
T23	N00°06'20"W	25.05'
T24	N86°11'11"W	170.19'
T25	N77°47'54"E	62.00'
T26	N00°06'27"W	6.67'
T27	N89°53'33"E	127.09'
T28	N32°32'26"W	186.18'
T29	N28°43'35"W	180.06'
T30	N57°27'34"E	267.92'
T31	N81°37'28"E	96.73'
T32	N81°37'28"E	93.82'
T33	N81°37'28"E	96.38'
T34	N57°27'34"E	277.53'
T35	N57°27'34"E	334.00'
T36	N18°03'21"W	177.86'
T37	N72°14'58"E	49.81'
T38	N17°45'02"W	62.00'
T39	N72°14'58"E	59.74'
T40	N03°07'49"E	117.74'
T41	N03°51'05"E	91.28'
T42	N03°51'05"E	191.28'
T43	N03°51'05"E	443.64'
T44	N86°08'55"W	97.85'
T45	N76°10'43"W	122.91'
T46	S79°11'36"E	123.69'
T47	N13°18'50"E	60.83'
T48	S04°42'47"E	91.28'
T49	S00°06'20"E	203.93'
T50	N08°41'56"E	216.85'
T51	N17°09'21"E	1.71'
T52	N09°48'11"W	61.85'
T53	N03°51'05"E	21.28'

COURSE	RADIUS	DELTA	LENGTH	CHORD BEARING	DISTANCE
C1	1950'	07°00'47"	238.68'	N82°38'32"W	232.53'
C2	2090'	07°13'02"	263.26'	N77°26'42"W	263.09'
C3	2090'	09°51'38"	359.89'	N85°59'02"W	359.24'
C4	43'	165°36'28"	124.29'	N24°14'18"W	85.32'
C5	45'	41°24'35"	32.52'	N37°51'39"E	31.82'
C6	167'	13°15'37"	38.65'	S11°20'36"E	38.56'
C7	283'	33°05'27"	163.45'	N19°03'01"W	161.18'
C8	317'	17°37'20"	97.50'	N26°47'05"W	97.12'
C9	133'	96°53'39"	224.92'	S53°09'37"E	199.06'
C10	170.39'	32°25'57"	96.45'	N85°23'28"W	95.17'
C11	31'	06°31'23"	3.53'	N04°05'06"W	3.53'
C12	281'	11°22'42"	55.80'	N06°30'45"W	55.71'
C13	219'	12°05'39"	46.23'	N06°09'16"W	46.14'
C14	31'	11°09'36"	6.04'	N05°28'21"E	6.03'
C15	950'	18°43'53"	310.58'	N41°54'19"W	309.20'
C16	1000'	18°43'49"	326.91'	N41°54'20"W	325.45'
C17	31'	07°35'48"	4.11'	N53°39'41"E	4.11'
C18	350'	24°09'54"	147.61'	N69°32'31"E	146.52'
C19	319'	24°09'57"	134.55'	N69°32'33"E	133.55'
C20	177'	180°00'00"	556.06'	N00°49'03"W	354.00'
C21	381'	24°09'57"	160.70'	N69°32'32"E	159.50'
C22	31'	12°03'09"	6.52'	N63°29'09"E	6.51'
C23	1850'	08°19'48"	268.96'	N28°23'32"W	268.73'
C24	31'	11°34'04"	6.26'	N66°27'56"E	6.25'
C25	31'	12°39'23"	6.85'	N78°34'40"E	6.83'
C26	1850'	12°55'13"	417.18'	N10°15'55"W	416.29'
C27	1839.50'	04°00'49"	128.86'	N01°50'41"E	128.83'

COURSE	RADIUS	DELTA	LENGTH	CHORD BEARING	DISTANCE
C28	2060'	03°35'50"	129.33'	N84°21'00"W	129.31'
C29	2000'	07°00'47"	244.80'	N82°38'31"W	244.65'
C30	333'	17°58'24"	104.46'	N08°10'09"E	104.03'
C31	1935.50'	02°58'37"	100.54'	N02°21'47"E	100.53'
C32	50'	90°00'00"	78.54'	N41°08'55"W	70.71'
C33	177'	20°10'27"	62.32'	N08°42'05"W	62.00'
C34	50'	90°00'00"	78.54'	N41°08'55"W	70.71'
C35	50'	90°00'00"	78.54'	S48°51'05"W	70.71'
C36	2000'	12°18'44"	429.78'	S79°59'33"E	428.95'
C37	2090'	17°04'45"	622.95'	S82°22'31"E	620.65'
C38	2060'	00°36'04"	L=21.61'	S85°50'53"E	21.61'
C39	2050'	08°16'24"	L=296.02'	S77°58'23"E	295.76'

SEE SHEET 6

DESIGNATED REMAINDER

SEE SHEET 10

DESIGNATED REMAINDER

SEE SHEET 3

BLUE OAKS BOULEVARD

LOT 5
48.26 ACRES

LOT 13
6.31 ACRES
PARK

LOT 4
31.34 ACRES

LOT 10
OS

LOT 2

LOT 9
OS

LOT 7
OS

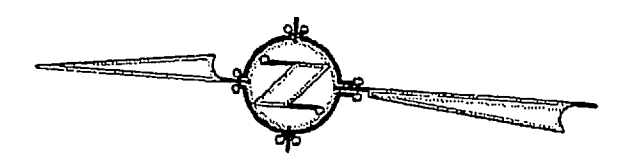
LOT 6
FIRE STATION

SEE SHEET 3

See Sheet 2 for Notes,
Basis of Bearings and Legend

DESIGNATED REMAINDER

SEE SHEET 10



0 100 200 400
SCALE: 1"=200'

FINAL MAP OF
FIDDYMENT RANCH PHASE 1
LARGE LOT SUBDIVISION
SUBDIVISION NO. 03-11

A RESUBDIVISION OF ALL OF SECTION 24, T. 11 N., R. 5 E. AND
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Sheet 9 of 12

DETAIL "A"
Not to Scale

HIGHWAY EASEMENT
TO COUNTY OF PLACER
PER 2089 O.R. 416

25' SEWER EASEMENT
TO CITY OF ROSEVILLE
PER D.N. 2001-0079231

SUN CITY ROSEVILLE
BOOK 'S' MAPS PAGE 58

25' SEWER EASEMENT
TO CITY OF ROSEVILLE
PER D.N. 2001-0094707

GRANT DEED
TO COUNTY OF PLACER
PER 2454 O.R. 136

35' SEWER EASEMENT
TO CITY OF ROSEVILLE
PER D.N. 2001-0079231

FIDDYMENT ROAD

35' P.U.E. & P.E.

25' SEWER EASEMENT
TO CITY OF ROSEVILLE
PER D.N. 2001-0094707

25' SEWER EASEMENT
TO CITY OF ROSEVILLE
PER D.N. 2001-0094707

25' SEWER EASEMENT
TO CITY OF ROSEVILLE
PER D.N. 2001-0094707

LOT 18

LOT 17

LOT 16

ELECTRIC
SUBSTATION

BLUE OAKS BLVD

50' P.U.E. & P.E.

LOT 15
SEE SHEET 6

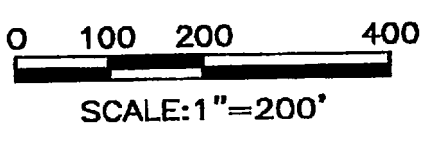
THIS SHEET ONLY

COURSE	RADIUS	DELTA	LENGTH	CHORD BEARING	DISTANCE
C1	45	41°24'35"	32.52	N37°51'38"E	31.82
C2	43	165°36'28"	124.29	N24°14'18"W	85.32
C3	2090	09°51'38"	359.69	N85°59'02"W	359.24
C4	170.39	32°25'57"	96.45	N85°23'28"W	95.17
C5	133	96°53'39"	224.92	N53°09'36"W	199.06
C6	317	17°37'20"	97.50	N26°47'04"W	97.12
C7	283	33°05'27"	163.45	N19°03'02"W	161.18
C8	167	13°15'37"	38.65	N11°20'36"W	38.56
C9	31	01°35'56"	0.87	N27°59'36"E	0.87
C10	269	09°09'28"	43.00	N24°09'50"E	42.95
C11	222	09°09'28"	35.48	N24°09'50"E	35.45
C12	31	11°09'36"	6.04	N05°28'21"E	6.04
C13	48	73°14'33"	61.36	N08°54'27"W	57.27
C14	36	28°16'03"	17.76	N13°34'49"E	17.58
C15	269	33°34'16"	157.61	N02°47'58"E	155.37
C16	31	07°20'45"	3.97	S03°46'50"E	3.97
C17	22	14°01'42"	5.39	S35°45'25"W	5.37
C18	333	17°58'24"	104.46	S08°10'09"W	104.03
C19	31	84°53'43"	45.93	S45°48'44"W	41.84
C20	31	91°17'20"	49.39	S46°05'45"E	44.33
C21	31	90°20'38"	48.88	S44°43'14"W	43.97

COURSE	BEARING	DISTANCE
T1	N00°54'51"W	100.00
T2	N89°05'09"E	79.83
T3	N00°54'51"W	50.00
T4	N01°18'24"W	25.39
T5	N36°10'51"W	56.34
T6	N11°19'09"W	80.27
T7	N06°39'36"W	105.66
T8	N17°36'22"W	150.48
T9	N74°31'26"E	150.77
T10	N80°00'01"W	30.22
T11	N73°07'35"E	102.44
T12	N52°39'54"E	83.66
T13	N82°44'31"E	82.94
T14	N60°57'57"W	36.04
T15	N36°16'36"W	97.64
T16	S00°27'05"E	123.12
T17	N00°26'58"W	306.35
T18	N03°21'52"E	152.40
T19	N88°15'35"E	50.00
T20	N01°44'25"W	42.00
T21	N88°15'35"E	57.73
T22	N04°18'44"E	120.42
T23	N00°27'05"W	201.39
T24	N89°53'33"E	226.33
T25	N88°44'49"E	225.04
T26	N89°53'33"E	411.05
T27	N86°17'47"W	11.11
T28	N78°28'57"W	25.07
T29	N29°58'09"E	32.53
T30	N78°23'34"E	70.34
T31	N17°58'24"W	28.79
T32	N72°50'39"W	4.00
T33	N17°02'32"W	40.95
T34	N08°56'47"E	100.00
T35	N28°44'34"E	9.13
T36	N70°24'54"W	47.00
T37	N28°44'34"E	19.44
T38	N89°53'33"E	219.47
T39	N00°06'27"W	50.50
T40	N89°53'33"E	62.00
T41	N00°06'27"W	60.08
T42	N89°53'33"E	197.60
T43	N88°57'42"W	225.04
T44	N89°28'27"E	43.00
T45	N86°17'36"W	182.08
T46	S17°09'21"W	1.71
T47	S03°31'05"E	42.45
T48	S00°49'03"E	143.72
T49	S01°21'57"E	100.61
T50	S04°42'47"E	91.28
T51	N06°41'56"E	216.85
T52	N00°06'20"W	228.72

CENTERLINE OF TEMPORARY 30' WIDE
INGRESS/EGRESS EASEMENT
APPURTENANT TO LOT 14
SEE SHEETS 1 & 11

LOT 1
41.03 ACRES



PHILLIP ROAD (PRESCRIPTIVE RIGHT-OF-WAY LIMITS)

N89°28'27"E 5252.21' (OA)

LOT 13
REGIONAL PARK

LOT 4

LOT 10

FIDDYMENT RANCH PHASE 1
LARGE LOT SUBDIVISION
SUBDIVISION NO. 03-11
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Sheet 10 of 12

See Sheet 2 for Notes,
Basis of Bearings and Legend

SEE SHEET 9

See Detail "A"
Sheet 9

SEE SHEET 9

SEE SHEET 11

FINAL MAP OF

SEE SHEET 9

LOT 5

SEE SHEET 9

LOT 4

LOT 10

FIDDYMENT RANCH PHASE 1
LARGE LOT SUBDIVISION
SUBDIVISION NO. 03-11
A RESUBDIVISION OF ALL OF SECTION 24, T. 11 N., R. 5 E. AND
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Sheet 10 of 12

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SEE SHEET 9

See Detail "A"
Sheet 9

SEE SHEET 9

SEE SHEET 11

FINAL MAP OF

SEE SHEET 9

LOT 5

SEE SHEET 9

LOT 4

LOT 10

FIDDYMENT RANCH PHASE 1
LARGE LOT SUBDIVISION
SUBDIVISION NO. 03-11
A RESUBDIVISION OF ALL OF SECTION 24, T. 11 N., R. 5 E. AND
A PORTION OF SECTION 19, T. 11 N., R. 6 E., M.D.B.&M.
CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA



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

OCTOBER 2004

Sheet 10 of 12

See Sheet 2 for Notes,
Basis of Bearings and Legend

See Sheet 2 for Notes,
Basis of Bearings and Legend

CENTERLINE DATA FOR TEMPORARY 30 FOOT WIDE
INGRESS/EGRESS EASEMENT APPURTENANT TO LOT 14

COURSE	RADIUS	DELTA	LENGTH	CHORD BEARING	DISTANCE
C27	R=150'	36°34'07"	L=95.74'	CB=N63°23'35"W	Ch=94.12'
C28	R=250'	41°21'05"	L=180.43'	CB=N65°47'03"W	Ch=176.54'
C29	R=150'	42°33'10"	L=111.40'	CB=N65°11'01"W	Ch=108.86'
C30	R=700'	15°20'04"	L=187.34'	CB=N78°47'34"W	Ch=186.79'
C31	R=75'	71°28'43"	L=93.57'	CB=N35°23'11"W	Ch=87.61'
C32	R=100'	59°33'03"	L=103.94'	CB=N73°40'58"W	Ch=99.32'

COURSE	BEARING	DISTANCE
T26	N81°40'38"W	28.74'
T27	N45°06'31"W	109.86'
T28	N86°27'36"W	176.00'
T29	N86°27'36"W	6.23'
T30	N71°07'32"W	262.49'
T31	N78°28'57"W	37.49'
T32	N06°41'56"E	139.79'
T33	N43°54'26"W	348.09'
T34	S00°27'05"E	134.51'

TEMPORARY 30 FOOT WIDE
INGRESS/EGRESS EASEMENT
APPURTENANT TO LOT 14.
SEE SHEET 1

35' P.U.E. & P.E.

LOT 1

DETAIL "C"
Not to Scale

DETAIL "A"
Not to Scale

DETAIL "B"
Not to Scale

THIS SHEET ONLY

COURSE	BEARING	DISTANCE
T1	N51°41'39"W	156.02'
T2	N28°44'34"E	9.18'
T4	N44°28'17"E	23.68'
T5	N03°04'22"W	106.44'
T6	N55°01'53"W	4.00'
T8	N40°01'17"W	122.24'
T9	N55°35'21"W	129.03'
T10	N14°55'34"W	51.90'
T11	N53°57'41"W	51.70'
T12	N35°02'19"E	277.24'
T13	N41°47'40"E	151.04'
T14	N52°24'57"W	50.04'
T15	N38°43'45"E	89.22'
T16	N89°28'27"E	49.00'
T17	N00°31'34"W	318.77'
T18	N02°17'17"E	182.08'
T19	N89°28'26"E	49.92'
T20	N00°31'34"W	62.00'
T21	N89°28'26"E	58.87'
T22	N38°43'45"E	221.19'
T23	N39°39'32"E	174.34'
T24	N53°57'41"W	39.85'
T25	N33°42'47"E	47.00'
T26	N10°46'21"W	128.86'

COURSE	RADIUS	DELTA	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C1	R=1225'	00°39'06"	L=13.93'	CB=S51°35'48"E	Ch=13.93'
C2	R=31'	80°26'22"	L=43.52'	CB=S11°28'28"E	Ch=40.04'
C3	R=269'	09°09'28"	L=43.00'	CB=N24°09'50"E	Ch=42.95'
C4	R=269'	42°43'44"	L=200.61'	CB=N07°22'42"E	Ch=195.99'
C5	R=269'	33°34'16"	L=157.61'	CB=N02°47'58"E	Ch=155.37'
C6	R=269'	29°08'21"	L=136.81'	CB=N28°33'20"W	Ch=135.34'
C7	R=482'	17°10'05"	L=144.43'	CB=N34°32'28"W	Ch=143.89'
C8	R=383'	25°24'13"	L=169.81'	CB=N13°15'20"W	Ch=168.43'
C9	R=36'	28°16'03"	L=17.76'	CB=N13°34'49"E	Ch=17.58'
C10	R=48'	73°14'33"	L=61.36'	CB=N08°54'26"W	Ch=57.27'
C11	R=48'	63°12'43"	L=52.98'	CB=N03°21'45"E	Ch=50.31'
C12	R=36'	28°08'18"	L=17.68'	CB=N14°10'27"W	Ch=17.50'
C13	R=342'	39°54'59"	L=238.26'	CB=N20°03'47"W	Ch=233.47'
C14	R=317'	15°34'03"	L=86.13'	CB=N47°48'19"W	Ch=85.87'
C15	R=422'	40°39'46"	L=299.49'	CB=N35°15'29"W	Ch=293.25'
C16	R=231'	20°47'01"	L=83.79'	CB=N66°40'44"W	Ch=83.33'
C17	R=231'	23°06'33"	L=93.17'	CB=N65°30'58"W	Ch=92.54'
C18	R=278'	02°19'32"	L=11.28'	CB=N55°07'27"W	Ch=11.28'
C19	R=3476'	01°45'45"	L=106.93'	CB=N35°55'12"E	Ch=106.92'
C20	R=3500'	03°41'26"	L=225.45'	CB=N36°53'02"E	Ch=225.41'
C21	R=4000'	03°41'26"	L=257.65'	CB=N36°53'02"E	Ch=257.61'
C22	R=4049'	01°47'39"	L=126.79'	CB=N37°49'56"E	Ch=126.78'
C23	R=540'	39°15'19"	L=369.97'	CB=N19°06'05"E	Ch=362.78'
C24	R=491'	38°54'39"	L=333.45'	CB=N19°16'26"E	Ch=327.08'
C25	R=31'	13°17'05"	L=7.19'	CB=N83°53'02"W	Ch=7.17'
C26	R=31'	07°20'45"	L=3.97'	CB=N85°48'04"E	Ch=3.97'
C34	R=22'	12°12'23"	L=4.69'	CB=N60°03'52"W	Ch=4.68'
C35	R=31'	89°00'00"	L=48.15'	CB=N09°27'41"W	Ch=43.46'
C36	R=31'	86°56'05"	L=47.04'	CB=N85°15'43"E	Ch=42.65'

0 100 200 400
SCALE: 1"=200'

FINAL MAP OF **FIDDYMENT RANCH PHASE 1** LARGE LOT SUBDIVISION SUBDIVISION NO. 03-11

A RESUBDIVISION OF ALL OF SECTION 24, T. 11 N., R. 5 E. AND
A PORTION OF SECTION 19, T. 11 N., R. 6 E., M.D.B.&M.
CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA

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OCTOBER 2004

1027.019

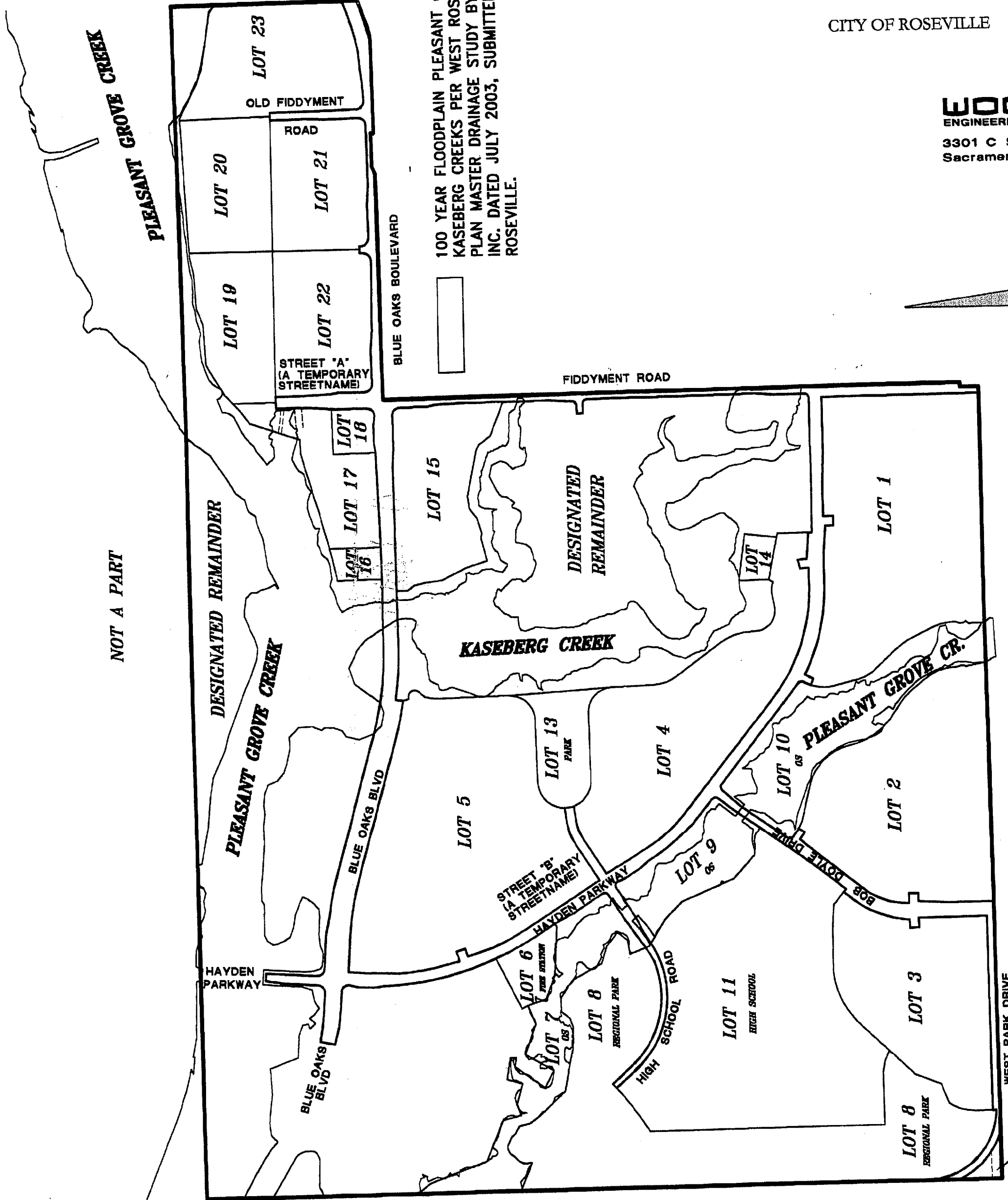
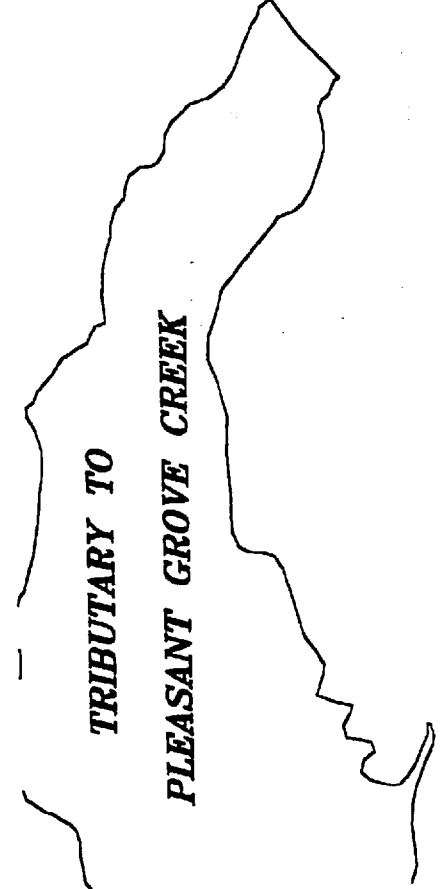
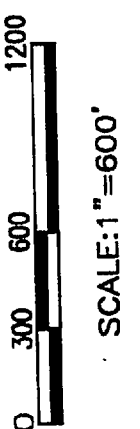
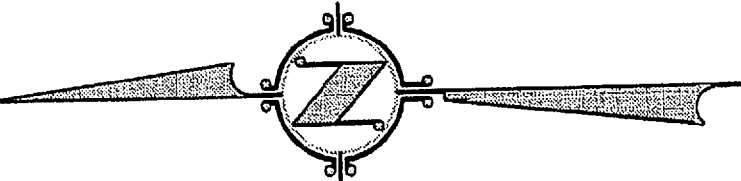
Sheet 11 of 12

FINAL MAP OF
FIDDYMENT RANCH PHASE 1
LARGE LOT SUBDIVISION
SUBDIVISION NO. 03-11

A REDIVISION OF ALL OF SECTION 24, T. 11 N., R. 5 E. AND
A PORTION OF SECTION 19, T. 11 N., R. 6 E., M.D.B.&M.

CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA


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OCTOBER 2004
1027.019



100 YEAR FLOODPLAIN PLEASANT GROVE AND
KASEBERG CREEKS PER WEST ROSEVILLE SPECIFIC
PLAN MASTER DRAINAGE STUDY BY WOOD RODGERS
INC. DATED JULY 2003, SUBMITTED TO CITY OF
ROSEVILLE.

LOCAL AGENCY INFORMATION SHEET

THE ADDITIONAL INFORMATION SHOWN ON THIS SHEET IS FOR
INFORMATIONAL PURPOSES, AS REQUIRED BY SECTION 66434.2
OF THE SUBDIVISION MAP ACT, AS AMENDED, AND LOCAL
ORDINANCES, AND DESCRIBES CONDITIONS AS OF THE DATE OF
THE FILING. SUCH ADDITIONAL INFORMATION IS NOT INTENDED
TO AFFECT THE RECORD TITLE INTEREST. ADDITIONAL
INFORMATION MAY HAVE BEEN DERIVED FROM PUBLIC RECORDS
OR REPORTS, AND ITS INCLUSION HEREON DOES NOT IMPLY THE
CORRECTNESS OR SUFFICIENCY OF THOSE RECORDS OR
REPORTS BY PREPARER OF THIS ADDITIONAL MAP SHEET.

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 BOUNDARIES OF THIS SUBDIVISION MAP, "FINAL MAP OF FIDDYMENT RANCH PHASE 3 LARGE LOT SUBDIVISION" AS SHOWN UPON THIS MAP, AND DO HEREBY CONSENT TO THE PREPARATION AND RECORDING OF SAID MAP AND THAT THE CONSENT OF NO OTHER PERSON IS NECESSARY. WE HEREBY OFFER FOR DEDICATION AND DO HEREBY DEDICATE FOR SPECIFIC PURPOSES THE FOLLOWING:

THE REAL PROPERTY DESCRIBED BELOW IS IRREVOCABLY OFFERED IN FEE FOR PUBLIC PURPOSES:

- A. LOT 9 AS A PUBLIC PARK.
- B. AS PUBLIC RIGHT-OF-WAY, THE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "IOD/RW" (IRREVOCABLE OFFER OF DEDICATION OF RIGHT OF WAY).
- C. LOTS 1 AND 5 AS PUBLIC OPEN SPACE.

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

- A. PUBLIC EASEMENTS FOR THE INSTALLATION, CONSTRUCTION AND MAINTENANCE OF, BUT NOT LIMITED TO, WATER, SANITARY SEWER, GAS AND DRAINAGE PIPES; ELECTROLIERS, TRAFFIC CONTROL APPURTENANCES, AND FOR ELECTRIC, TELEVISION, AND TELEPHONE SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, ON, OVER, UNDER AND ACROSS THE STRIPS OF LAND SHOWN HEREON AND DESIGNATED AS "IOD/PUE" (IRREVOCABLE OFFER OF DEDICATION/PUBLIC UTILITY EASEMENT) AND "IOD/RW" (IRREVOCABLE OFFER OF DEDICATION/RIGHT OF WAY).
- B. PUBLIC EASEMENT FOR ACCESS, CONSTRUCTION, AND MAINTENANCE OF TRAIL FACILITIES ON, OVER, AND ACROSS THAT 50 FOOT STRIP OF LAND SHOWN HEREON AND DESIGNATED "TRAIL ESMT" (PUBLIC TRAIL EASEMENT).
- C. PUBLIC EASEMENT FOR INSTALLATION AND MAINTENANCE OF A BUS SHELTER TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "BUS SHELTER EASEMENT".
- D. PUBLIC EASEMENT FOR PEDESTRIAN ACCESS ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "PE" (PEDESTRIAN EASEMENT).

THE REAL PROPERTY BELOW IS BEING DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSE:

- A. PUBLIC EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF SANITARY SEWER PIPES AND ALL APPURTENANCES THERETO ON, OVER, UNDER, AND ACROSS THAT STRIP OF LAND SHOWN HEREON AND DESIGNATED AS "SSE" (SANITARY SEWER EASEMENT).

THE REAL PROPERTY DESCRIBED BELOW IS RESERVED FOR PUBLIC PURPOSES:

- A. LOT 8 IS HEREBY RESERVED TO BE DEDICATED IN FEE IN THE FUTURE AS A PUBLIC SCHOOL SITE.

ATC REALTY ONE, LLC
A DELAWARE LIMITED LIABILITY COMPANY

BY: [Signature]
DAVID L. ASH
ITS: SENIOR VICE PRESIDENT

FINAL MAP OF
FIDDYMENT RANCH PHASE 3

LARGE LOT SUBDIVISION
SUBDIVISION NO. PL-0364

BEING THE DESIGNATED REMAINDER AND LOT 19 OF THAT CERTAIN FINAL MAP ENTITLED "FIDDYMENT RANCH PHASE 2A, FILED IN BOOK DD OF MAPS, AT PAGE 88 OF O.R.P.C. AND SITUATE IN SECTIONS 13 AND 24, T11N., R.5E., M.D.M. CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA



SEPTEMBER 2019

Sheet 1 of 10
1027.152

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF FIDDYMENT RANCH PHASE 3 LARGE LOT SUBDIVISION 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.

[Signature] 9/5/19
MARC STOUT
CITY ENGINEER, CITY OF ROSEVILLE
R.C.E. #69879 EXPIRATION DATE 09/30/2020

I HEREBY STATE THAT I AM SATISFIED THAT THIS FINAL MAP OF FIDDYMENT RANCH PHASE 3 LARGE LOT SUBDIVISION IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

[Signature]
TIMOTHY G. BLAIR, P.L.S. 8278
EXPIRATION DATE: 12/31/2019

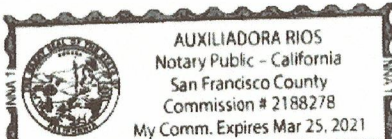
DATE 9/9/19



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.

San Francisco
STATE OF CALIFORNIA)
COUNTY OF San Francisco SS



ON 28 DAY OF August, 2019 BEFORE ME, Auxiliadora Rios Auxiliadora Rios
A NOTARY PUBLIC PERSONALLY APPEARED
David L. Ash David L. Ash

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]

PRINTED NAME: Auxiliadora Rios

MY PRINCIPLE PLACE OF BUSINESS IS IN THE COUNTY OF: San Francisco

MY COMMISSION EXPIRES: March 25, 2021

MY COMMISSION No.: 2188278

CITY CLERK'S STATEMENT

I HEREBY STATE THAT THE CITY COUNCIL, CITY OF ROSEVILLE HAS APPROVED THIS FINAL MAP OF FIDDYMENT RANCH PHASE 3 LARGE LOT SUBDIVISION AND HAS ACCEPTED ON BEHALF OF THE PUBLIC THE SANITARY SEWER EASEMENT OFFERED HEREON, BUT HAS REJECTED AT THIS TIME, BUT RESERVES THE RIGHT TO ACCEPT AT A LATER DATE, ON BEHALF OF THE PUBLIC, ALL IRREVOCABLE OFFERS OF LANDS, RIGHTS-OF-WAY AND EASEMENTS OFFERED HEREON, IN ACCORDANCE WITH THE TERMS OF THOSE OFFERS AND HAS APPROVED THE ABANDONMENT OF THE IRREVOCABLE OFFERS OF DEDICATION FOR THE RIGHTS-OF-WAY AND PUBLIC UTILITY EASEMENTS LISTED WITHIN NOTE 5 ON SHEET 2.

09/19/19
DATE

CITY CLERK, CITY OF ROSEVILLE

BY: [Signature]
ASSISTANT CITY CLERK

RECORDER'S STATEMENT

FILED THIS 8th DAY OF November, 2019, AT 9:44 A.M., IN BOOK EE OF MAPS, AT PAGE 74, AT THE REQUEST OF WOOD RODGERS, INC.

FEE: \$ 110.00

DOCUMENT NO.: 2019-0089384

BY: Ryan Ronco
RYAN RONCO
COUNTY RECORDER
COUNTY OF PLACER

BY: [Signature]
DEPUTY RECORDER

SURVEYOR'S STATEMENT

THIS FINAL MAP OF FIDDYMENT RANCH PHASE 3 LARGE LOT SUBDIVISION WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF ATC REALTY ONE, LLC, A DELAWARE LIMITED LIABILITY COMPANY, IN MAY 2019. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP; THAT ALL THE MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND WILL OCCUPY THE POSITIONS AS INDICATED, OR THAT THEY WILL BE SET BY SEPTEMBER 31, 2021 AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

WOOD RODGERS, INC.



[Signature]
DENNIS L. BARBER
P.L.S. 8067 EXP. 12/31/2019

8/27/19
DATE

REFERENCES:

- (1) BB MAPS 24

FINAL MAP OF FIDDYMENT RANCH PHASE 2 - LARGE LOT SUBDIVISION
- (2) DD MAPS 9

FINAL MAP OF FIDDYMENT RANCH PHASE 2 - VILLAGES F-9 &F-19
- (3) DD MAPS 73

FINAL MAP OF FIDDYMENT RANCH PHASE 2 - VILLAGE F-13B1
- (4) 2015-0081570

GRANT DEED TO CITY OF ROSEVILLE
- (5) DD MAPS 88

FINAL MAP OF FIDDYMENT RANCH PHASE 2A - LARGE LOT SUBDIVISION

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE NORTH LINE OF SECTION 13, T.11N., R.5E., M.D.M. SAID BEARING IS TAKEN AS NORTH 89°26'37" EAST PER THE FINAL MAP OF FIDDYMENT RANCH PHASE 2 - LARGE LOT SUBDIVISION, FILED IN BOOK BB OF MAPS, AT PAGE 24, O.R.P.C.

LEGEND

- FOUND 5/8" REBAR WITH CAP STAMPED "LS 6815" PER DD MAPS 9
- ⊙

FOUND 5/8" REBAR WITH CAP STAMPED "LS 8067" PER DD MAPS 73
- FOUND MONUMENT AS DESCRIBED
- ✦

FOUND SECTION CORNER AS DESCRIBED
- ⊕

FOUND QUARTER CORNER AS DESCRIBED
- ⊗

FOUND 5/8" REBAR WITH CAP STAMPED "LS 8067" PER DD MAPS 88
- ⊙

BRASS DISK STAMPED "LS 6046" IN MONUMENT WELL TO BE SET PER BB MAPS 24
- ⊙

FOUND BRASS DISK STAMPED "LS 6046" IN MONUMENT WELL PER AA MAPS 10
- ⊗

FOUND BRASS DISK STAMPED "LS 8067" IN MONUMENT WELL PER DD MAPS 73
- FOUND BRASS DISK STAMPED "LS 8067" IN MONUMENT WELL
- ⊙

SET 5/8" REBAR WITH CAP STAMPED "LS 8067"
- (CL)

CENTERLINE DIMENSION
- IOD

IRREVOCABLE OFFER OF DEDICATION
- N.A.P.O.T.S.

NOT A PART OF THIS SUBDIVISION
- (OA)

OVERALL DIMENSION
- O.R.P.C.

OFFICIAL RECORDS OF PLACER COUNTY
- PE

PEDESTRIAN EASEMENT
- PUE

PUBLIC UTILITY EASEMENT
- (R)

RADIAL BEARING
- REF

INDICATES REFERENCE NUMBER
- RW

RIGHT-OF-WAY
- SSE

SANITARY SEWER EASEMENT

NOTES

1. ALL CURVES DIMENSIONED WITH RADIUS, DELTA, ARC LENGTH, CHORD BEARING, AND CHORD LENGTH. CHORD LENGTHS MAY CONTAIN SOME ROUNDING ERROR.
2. ALL DISTANCES SHOWN HEREON ARE EXPRESSED IN FEET AND DECIMALS THEREOF.
3. DUE TO ROUNDING THE SUM OF THE INDIVIDUAL DIMENSIONS MAY NOT EQUAL THE OVERALL DIMENSION.
4. TOTAL AREA FOR THIS "FINAL MAP OF FIDDYMENT RANCH PHASE 3 LARGE LOT SUBDIVISION" SUBDIVISION IS 377.88± ACRES, CONSISTING OF 6 DEVELOPMENT LOTS, 1 PUBLIC PARK LOT, 1 SCHOOL SITE LOT, AND 2 OPEN SPACE LOTS.
5. PURSUANT TO SECTION 66434(g) OF THE GOVERNMENT CODE, THE FOLLOWING PUBLIC IRREVOCABLE OFFERS OF DEDICATION/RIGHTS OF WAY (IOD/RW) AND PUBLIC UTILITY EASEMENTS ARE HEREBY ABANDONED:

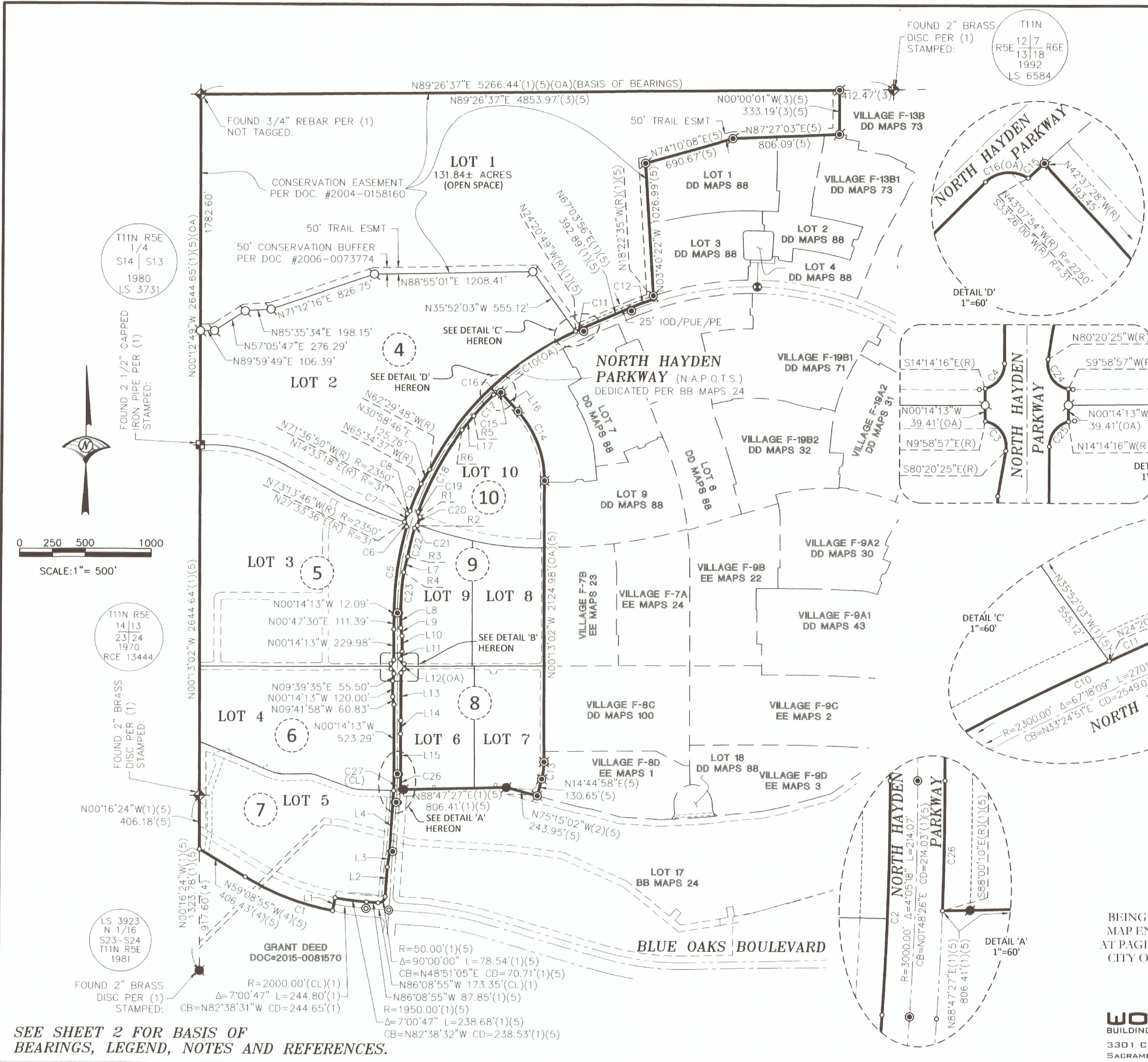
A. THOSE PORTIONS OF THE IOD/RW FOR PRUETT DRIVE AS DEPICTED ON THE MAP ENTITLED "FIDDYMENT RANCH PHASE 2A - LARGE LOT SUBDIVISION", FILED IN BOOK DD OF MAPS, AT PAGE 88, O.R.P.C., WHICH LIE WITHIN THE BOUNDARY OF THIS MAP THAT ARE NOT SHOWN HEREON.

B. THOSE PORTIONS OF THE RIGHT-OF-WAY FOR HAYDEN PARKWAY AND THE PUBLIC UTILITY EASEMENT ADJACENT THERETO AS DEPICTED ON THE MAP ENTITLED "FIDDYMENT PHASE 2 - LARGE LOT MAP SUBDIVISION". FILED IN BOOK BB OF MAPS, AT PAGE 24, O.R.P.C., WHICH LIE WITHIN THE BOUNDARY OF THIS MAP THAT ARE NOT SHOWN HEREON.
6. THE FOLLOWING TABLE IS TO RELATE THE LOT NUMBERS SHOWN HEREON TO THAT OF THE APPROVED TENTATIVE MAP AND THE WEST ROSEVILLE SPECIFIC PLAN:

LOT NUMBERING		
FINAL MAP	TENTATIVE MAP	WEST ROSEVILLE SPECIFIC PLAN
1	F-80	F-80
2	F-10A-1/F-10A-2/F-10B-1/F-10B-2/F-10C-1/F-10C-2/F-94	F-10A/F-10B/F-10C/F-94
3	F-6A-/F-6A-2/F-6B/F-6D	F-6A-/F-6B/F-6D
4	F-6C-1/F-6C-2	F-6C
5	F-85	F-85
6	F-8A	F-8A
7	F-8B	F-8B
8	F-71	F-71
9	F-51	F-51
10	F-11B	F-11B

FINAL MAP OF
FIDDYMENT RANCH PHASE 3
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL-0364

BEING THE DESIGNATED REMAINDER AND LOT 19 OF THAT CERTAIN FINAL MAP ENTITLED "FIDDYMENT RANCH PHASE 2A, FILED IN BOOK DD OF MAPS, AT PAGE 88 OF O.R.P.C. AND SITUATE IN SECTIONS 13 AND 24, T11N., R.5E., M.D.M. CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA



Curve Table - This Sheet Only						
No.	Radius	Delta	Length	Chord Bearing	Chord Dist	Ref
C1	2050.00'	19°59'13"	715.12'	N69°08'32"W	711.50'	(4)(5)
C2	2975.00'	4°05'18"	212.29'	N1°48'26"E	212.24'	
C3	31.00'	89°40'39"	48.52'	N35°10'44"W	43.72'	
C4	31.00'	75°59'57"	41.12'	N37°45'45"E	38.17'	
C5	2325.00'	16°16'01"	660.09'	N7°53'47"E	657.88'	
C6	31.00'	88°13'28"	47.73'	N28°04'56"W	43.16'	
C7	2350.00'	1°36'56"	66.27'	N17°34'42"E	66.26'	
C8	31.00'	56°25'45"	30.53'	N47°13'50"E	29.31'	
C9	2336.00'	5°24'26"	220.45'	N21°43'10"E	220.37'	
C10	2325.00'	39°33'44"	1605.39'	N47°17'04"E	1573.69'	
C11	2325.00'	1°24'45"	57.31'	N66°21'34"E	57.31'	(1)(5)
C12	2375.00'	4°33'29"	188.94'	N69°20'40"E	188.89'	(1)(5)
C13	500.00'	14°58'00"	130.61'	N7°15'58"E	130.24'	(5)
C14	775.00'	42°24'26"	573.61'	N21°25'15"W	560.61'	(5)
C15	2250.00'	0°30'26"	19.91'	N47°07'19"E	19.91'	
C16	31.00'	77°20'06"	41.84'	N84°45'57"E	38.74'	
C17	2274.00'	5°32'04"	219.65'	N43°19'51"E	219.57'	
C18	2275.00'	17°43'49"	704.00'	N28°12'10"E	701.20'	
C19	31.00'	79°13'41"	42.87'	N20°16'35"W	39.53'	
C20	2250.00'	1°42'39"	67.18'	N17°42'24"E	67.18'	
C21	31.00'	57°04'32"	30.88'	N44°43'35"E	29.62'	
C22	2264.00'	5°34'12"	220.09'	N13°24'14"E	220.01'	
C23	2275.00'	7°46'02"	308.41'	N3°38'48"E	308.17'	
C24	31.00'	89°40'39"	48.52'	N35°10'44"W	43.72'	
C25	31.00'	75°59'57"	41.12'	N37°45'45"E	38.17'	
C26	3025.00'	2°14'03"	117.96'	N0°52'48"E	117.95'	
C27	3000.00'	4°05'18"	214.07'	N1°48'26"E	214.03'	(1)(5)

Line Table - This Sheet Only			
No.	Bearing	Length	Ref
L1	N10°51'52"E(R)	100.00'	(1)(5)
L2	N3°51'05"E	223.64'	(1)(5)
L3	N8°51'08"E	120.46'	(1)(5)
L4	N3°51'05"E	372.96'	(1)(5)
L5	N0°14'13"W	486.02'	(1)(5)
L6	N1°22'58"W	25.00'	(1)(5)
L7	N14°12'40"E	122.82'	
L8	N0°14'13"W	113.48'	
L9	N9°41'58"W	60.83'	
L10	N0°14'13"W	120.00'	
L11	N9°39'35"E	55.50'	
L12	N0°14'13"W	39.41'	
L13	N0°14'13"W	359.97'	
L14	N0°54'32"E	100.02'	
L15	N0°14'13"W	303.28'	
L16	N42°37'28"W(R)	193.45'	(5)
L17	N39°13'43"E	138.76'	
R1	N71°26'16"W	R=2250'	
R2	N30°06'34"E	R=31'	
R3	N16°44'09"W	R=31'	
R4	N79°22'52"W	R=2250'	
R5	N82°28'11"W		
R6	N49°26'10"W		
	N52°55'56"W		

FINAL MAP OF
FIDDYMENT RANCH PHASE 3
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL-0364

BEING THE DESIGNATED REMAINDER AND LOT 19 OF THAT CERTAIN FINAL MAP ENTITLED "FIDDYMENT RANCH PHASE 2A, FILED IN BOOK DD OF MAPS, AT PAGE 88 OF O.R.P.C. AND SITUATE IN SECTIONS 13 AND 24, T11N., R5E., M.D.M. CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA

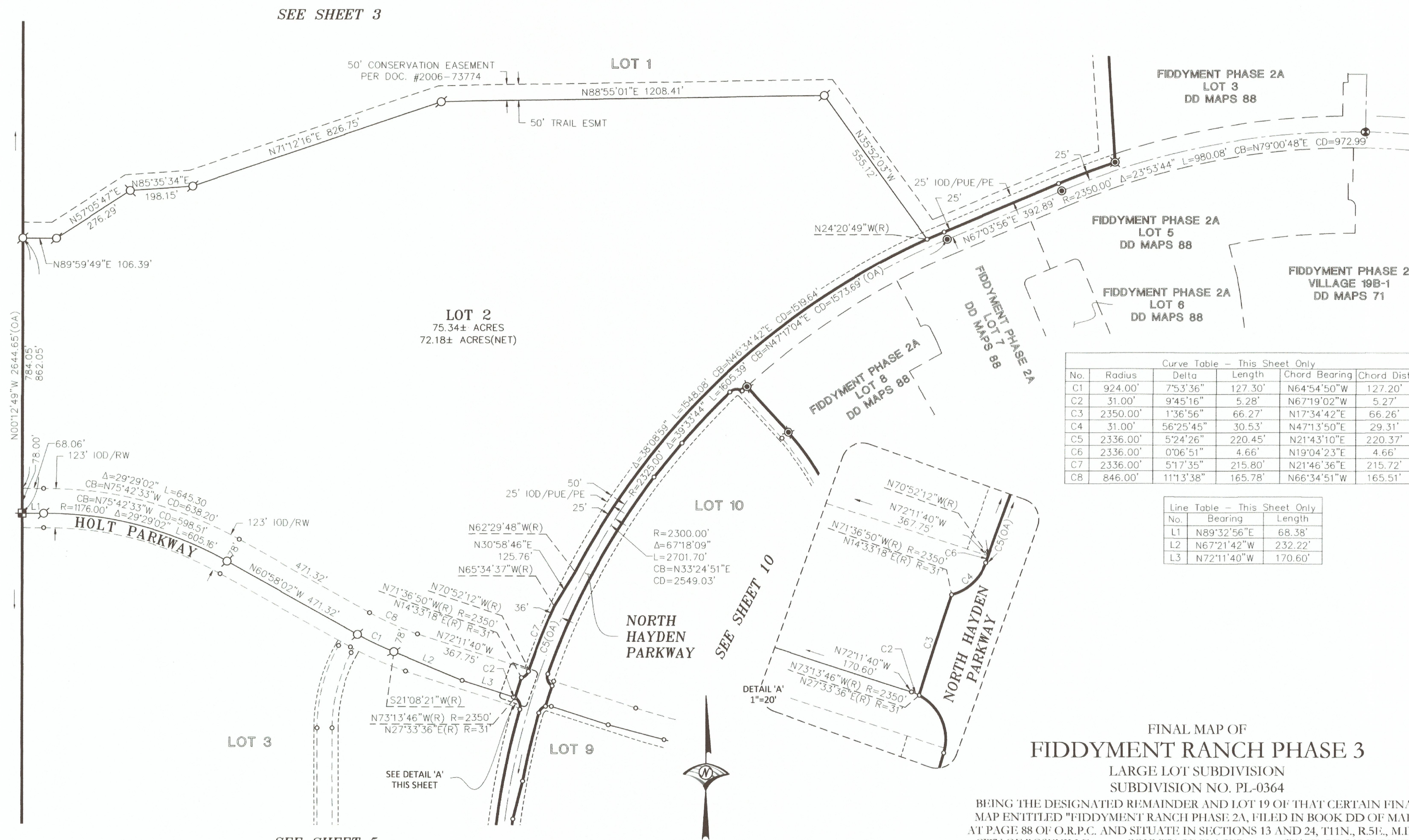
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SEPTEMBER 2019

Sheet 3 of 10

1027.152

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



Curve Table - This Sheet Only

No.	Radius	Delta	Length	Chord Bearing	Chord Dist
C1	924.00'	7°53'36"	127.30'	N64°54'50"W	127.20'
C2	31.00'	9°45'16"	5.28'	N67°19'02"W	5.27'
C3	2350.00'	1°36'56"	66.27'	N17°34'42"E	66.26'
C4	31.00'	56°25'45"	30.53'	N47°13'50"E	29.31'
C5	2336.00'	5°24'26"	220.45'	N21°43'10"E	220.37'
C6	2336.00'	0°06'51"	4.66'	N19°04'23"E	4.66'
C7	2336.00'	5°17'35"	215.80'	N21°46'36"E	215.72'
C8	846.00'	11°13'38"	165.78'	N66°34'51"W	165.51'

Line Table - This Sheet Only

No.	Bearing	Length
L1	N89°32'56"E	68.38'
L2	N67°21'42"W	232.22'
L3	N72°11'40"W	170.60'

FINAL MAP OF
FIDDYMENT RANCH PHASE 3
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL-0364

BEING THE DESIGNATED REMAINDER AND LOT 19 OF THAT CERTAIN FINAL MAP ENTITLED "FIDDYMENT RANCH PHASE 2A, FILED IN BOOK DD OF MAPS, AT PAGE 88 OF O.R.P.C. AND SITUATE IN SECTIONS 13 AND 24, T11N., R51E., M.D.M. CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA

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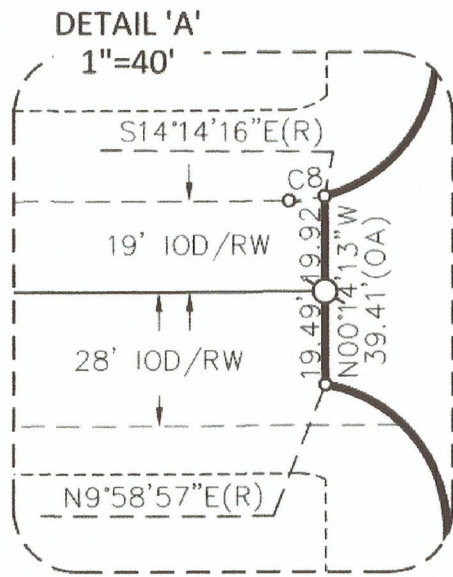
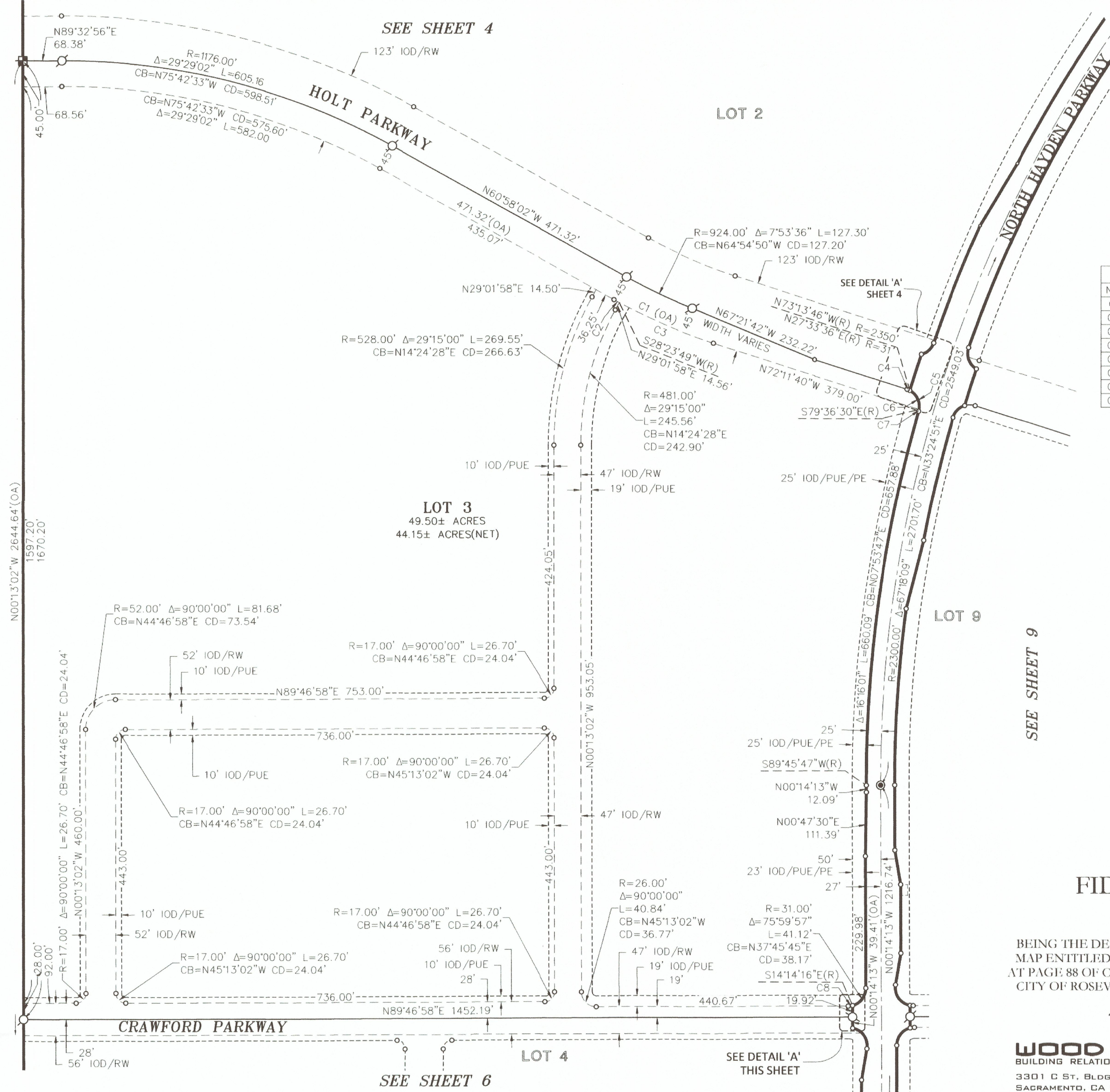
Sheet 4 of 10
1027.152

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

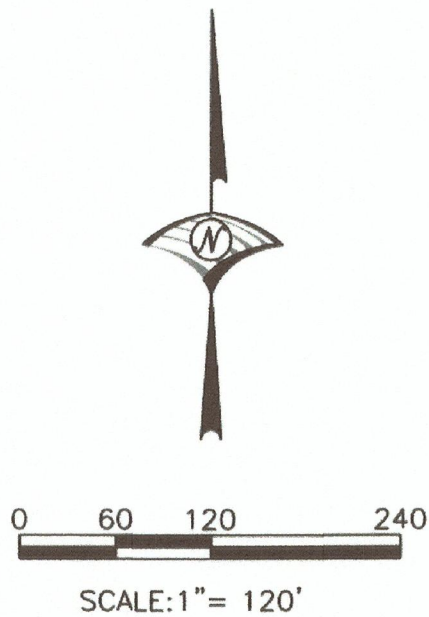
SEE SHEET 5

SEE SHEET 10

SEE SHEET 3



Curve Table - This Sheet Only					
No.	Radius	Delta	Length	Chord Bearing	Chord Dist
C1	969.00'	11°13'38"	189.88'	N66°34'51"W	189.58'
C2	969.00'	0°38'09"	10.75'	N61°17'06"W	10.75'
C3	969.00'	10°35'30"	179.13'	N66°53'55"W	178.87'
C4	31.00'	9°45'13"	5.28'	N67°19'01"W	5.27'
C5	31.00'	78°28'12"	42.46'	N23°12'18"W	39.22'
C6	31.00'	72°49'55"	39.41'	N26°01'27"W	36.81'
C7	31.00'	5°38'17"	3.05'	N13°12'39"E	3.05'
C8	31.00'	14°01'14"	7.59'	N82°46'21"E	7.57'



FINAL MAP OF
FIDDYMENT RANCH PHASE 3
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL-0364

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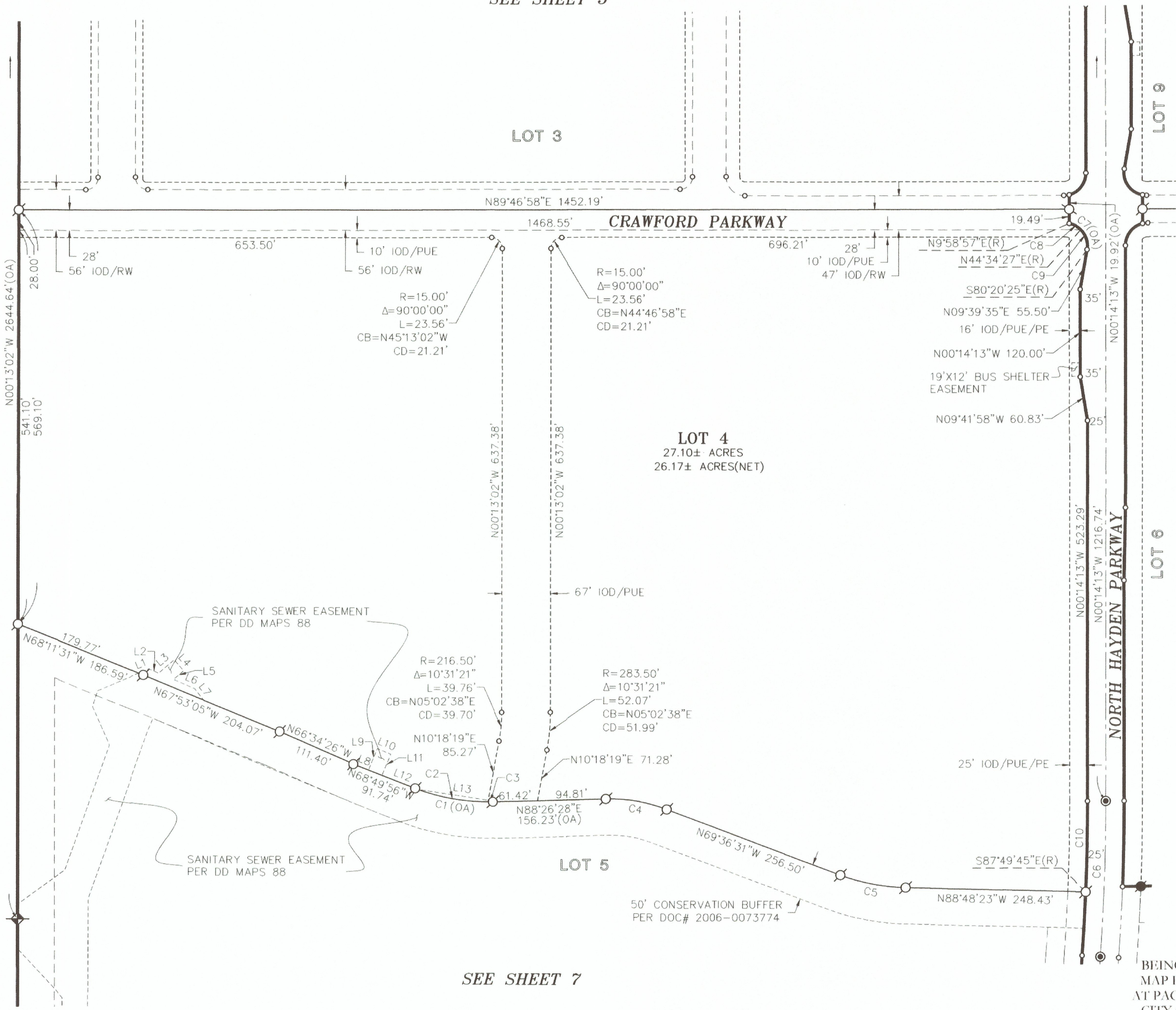
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Sheet 5 of 10

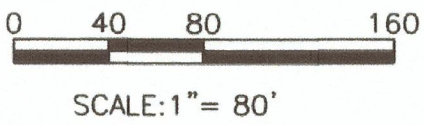
1027.152

SEE SHEET 5



Curve Table - This Sheet Only					
No.	Radius	Delta	Length	Chord Bearing	Chord Dist
C1	276.00'	22°43'36"	109.48'	N80°11'44"W	108.76'
C2	276.00'	21°16'07"	102.45'	N79°27'59"W	101.87'
C3	276.00'	1°27'29"	7.02'	N89°10'13"E	7.02'
C4	224.00'	21°57'01"	85.82'	N80°35'01"W	85.29'
C5	276.00'	19°11'52"	92.48'	N79°12'27"W	92.05'
C6	3000.00'	4°05'18"	214.07'	N1°48'26"E	214.03'
C7	31.00'	89°40'39"	48.52'	N35°10'44"W	43.72'
C8	31.00'	34°35'30"	18.72'	N62°43'18"W	18.43'
C9	31.00'	55°05'09"	29.80'	N17°52'59"W	28.67'
C10	2975.00'	2°24'28"	125.02'	N0°58'01"E	125.01'

Line Table - This Sheet Only		
No.	Bearing	Length
L1	N67°13'35"E	14.94'
L2	N67°12'28"W	15.12'
L3	N49°13'48"E	28.23'
L4	N40°46'12"W	20.00'
L5	N49°13'48"E	18.29'
L6	N67°12'28"W	31.78'
L7	N37°52'25"W	19.37'
L8	N68°49'56"W	22.57'
L9	N22°17'31"E	32.20'
L10	N67°42'29"W	20.00'
L11	N22°17'31"E	31.81'
L12	N68°52'41"W	54.06'
L13	N81°14'31"W	109.32'



FINAL MAP OF
FIDDYMENT RANCH PHASE 3
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL-0364

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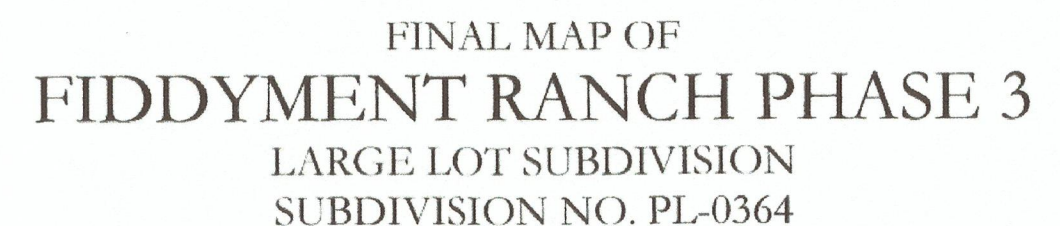
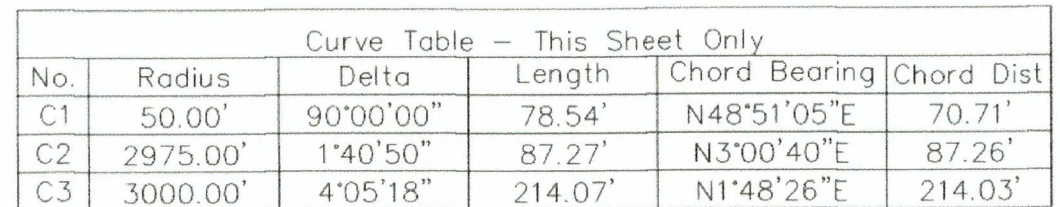
SEPTEMBER 2019

Sheet 6 of 10
1027.152

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

SEE SHEET 7

SEE SHEET 8

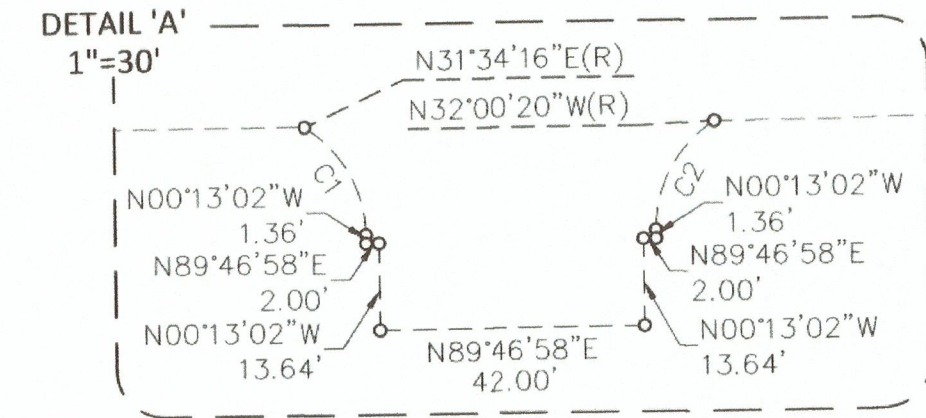
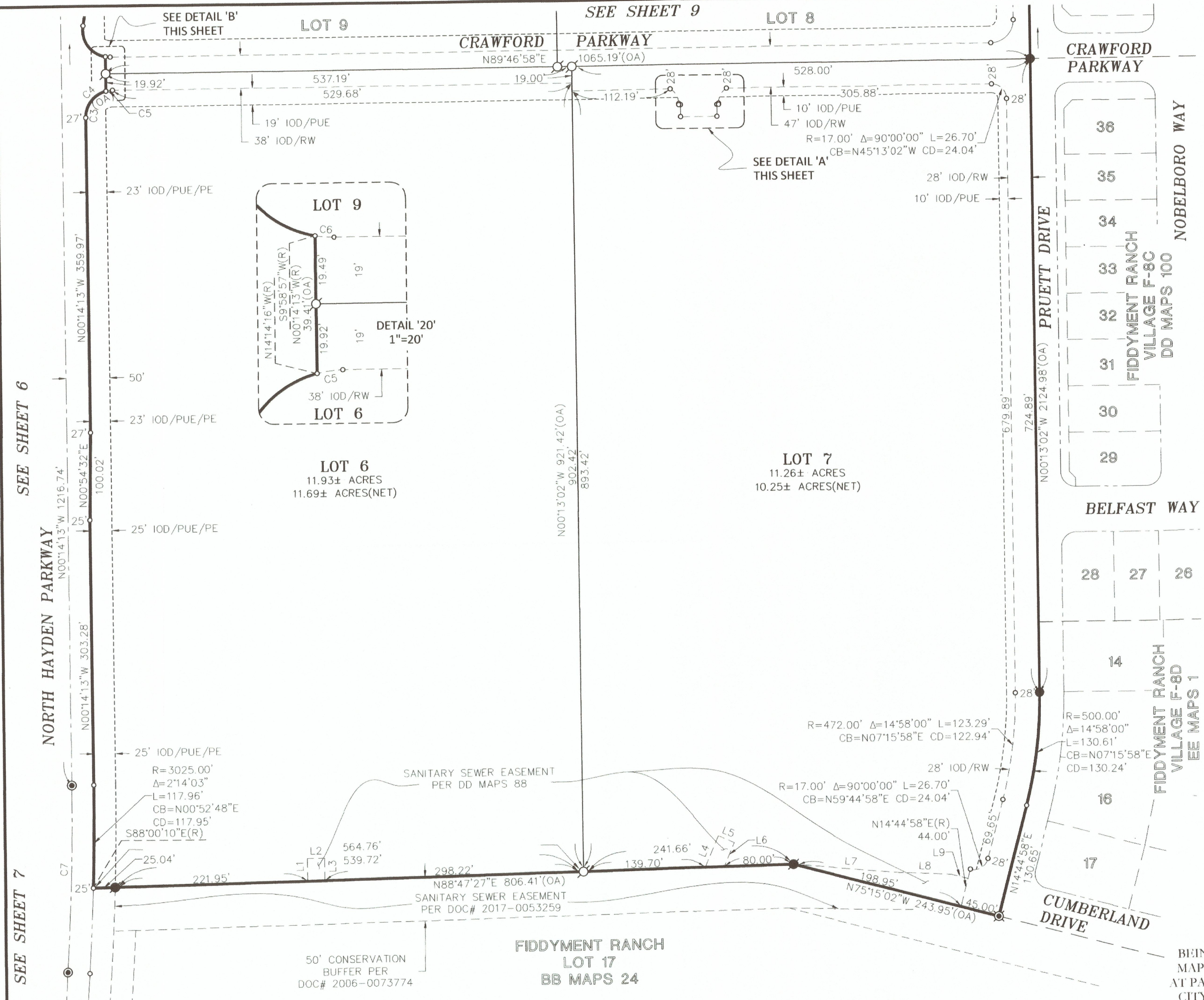


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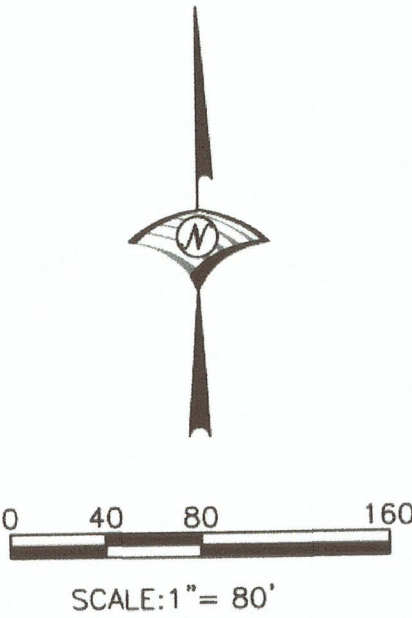
Sheet 7 of 10
1027.152

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



Curve Table - This Sheet Only					
No.	Radius	Delta	Length	Chord Bearing	Chord Dist
C1	20.00'	58°12'42"	20.32'	N29°19'23"W	19.46'
C2	20.00'	58°12'42"	20.32'	N28°53'19"E	19.46'
C3	31.00'	90°01'11"	48.71'	N44°46'22"E	43.85'
C4	31.00'	75°59'57"	41.12'	N37°45'45"E	38.17'
C5	31.00'	14°01'14"	7.59'	N82°46'21"E	7.57'
C6	31.00'	10°11'59"	5.52'	N85°07'03"W	5.51'
C7	3000.00'	4°05'18"	214.07'	N1°48'26"E	214.03'

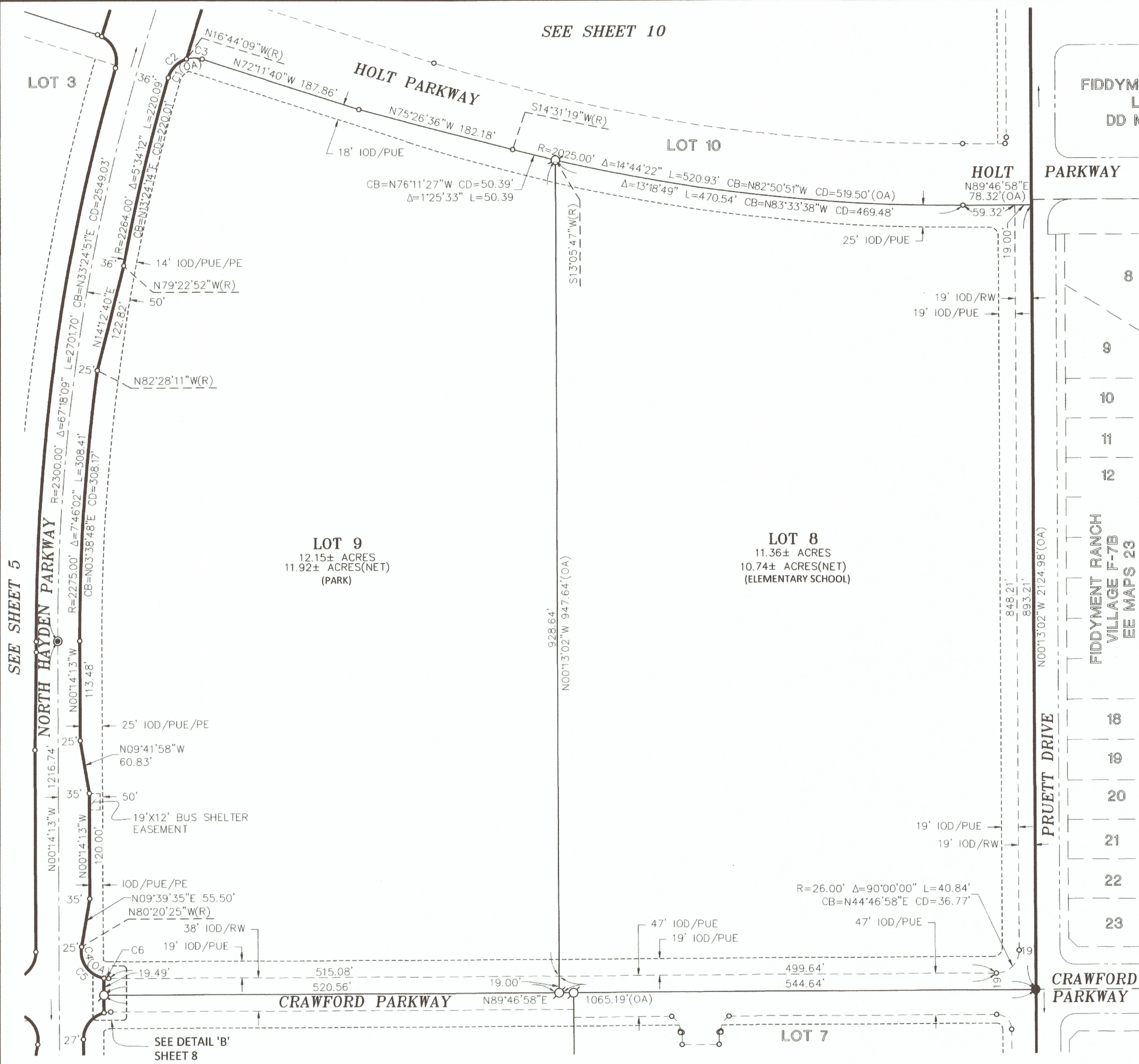
Line Table - This Sheet Only		
No.	Bearing	Length
L1	N0°42'01"W	26.03'
L2	N89°17'59"E	20.00'
L3	N0°19'06"E	25.86'
L4	N23°07'50"E	39.14'
L5	N66°52'10"W	20.00'
L6	N23°07'50"E	30.09'
L7	N84°59'38"W	120.94'
L8	N84°11'02"W	80.73'
L9	N75°15'00"W	19.46'



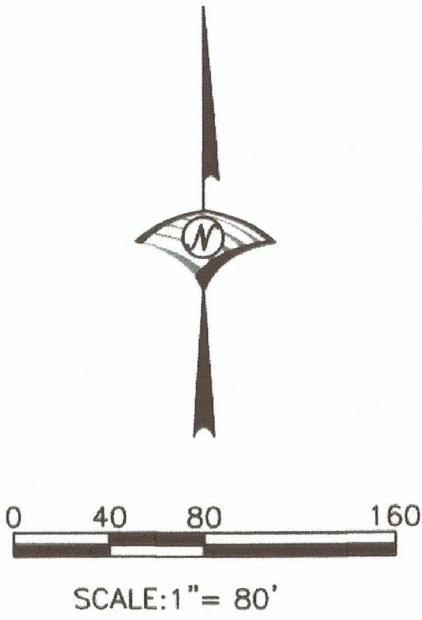
FINAL MAP OF
FIDDYMENT RANCH PHASE 3
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL-0364

BEING THE DESIGNATED REMAINDER AND LOT 19 OF THAT CERTAIN FINAL MAP ENTITLED "FIDDYMENT RANCH PHASE 2A, FILED IN BOOK DD OF MAPS, AT PAGE 88 OF O.R.P.C. AND SITUATE IN SECTIONS 13 AND 24, T11N., R.5E., M.D.M. CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA


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Curve Table - This Sheet Only					
No.	Radius	Delta	Length	Chord Bearing	Chord Dist
C1	31.00'	91°37'00"	49.57'	N61°59'50"E	44.45'
C2	31.00'	57°04'32"	30.88'	N44°43'35"E	29.62'
C3	31.00'	34°32'28"	18.69'	N89°27'54"W	18.41'
C4	31.00'	99°52'38"	54.04'	N40°16'43"W	47.45'
C5	31.00'	89°40'39"	48.52'	N35°10'44"W	43.72'
C6	31.00'	10°11'59"	5.52'	N85°07'03"W	5.51'



FINAL MAP OF
FIDDYMENT RANCH PHASE 3
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL-0364

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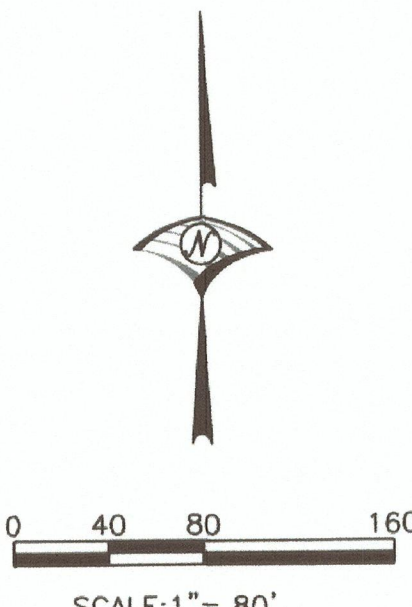
Sheet 9 of 10
1027.152

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

SEE SHEET 8



Curve Table – This Sheet Only					
No.	Radius	Delta	Length	Chord Bearing	Chord Dist
C1	31.00'	79°13'41"	42.87'	N20°16'35"W	39.53'
C2	31.00'	30°28'14"	16.49'	N4°06'08"E	16.29'
C3	31.00'	48°45'27"	26.38'	N35°30'42"W	25.59'
C4	2250.00'	1°42'39"	67.18'	N17°42'24"E	67.18'
C5	31.00'	34°32'28"	18.69'	N89°27'54"W	18.41'
C6	2250.00'	0°30'26"	19.91'	N47°07'19"E	19.91'
C7	31.00'	77°20'06"	41.84'	N84°45'57"E	38.74'
C8	31.00'	30°50'57"	16.69'	N71°59'29"W	16.49'
C9	31.00'	46°29'10"	25.15'	N69°20'28"E	24.47'



FINAL MAP OF
FIDDYMENT RANCH PHASE 3
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL-0364

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CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA



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SEPTEMBER 2019

Sheet 10 of 10
1027.152



COUNCIL COMMUNICATION

CC #: 0898

File #: 0400-04-09-1

Title: Creekview, Blue Oaks Boulevard - Segment 2 - Notice of Completion

Contact: Ignacio Vizcarra 916-774-5578 ivizcarra@roseville.ca.us

Meeting Date: 8/5/2020

Item #: 7.12.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt the attached resolution accepting Creekview, Blue Oaks Boulevard - Segment 2, CWJ # 190040, as complete and authorize the City Engineer to execute the Notice of Completion; and accept all public utility easements offered on The Final Map of Creekview - Phase 1 Large Lot Subdivision.

BACKGROUND

The Engineering Division has made a final inspection of the above project and has found the roadway infrastructure work complete in accordance with the improvement plans and City Specifications.

On April 15, 2020, the City approved The Final Map of Creekview - Phase 1 Large Lot Subdivision and it was subsequently recorded on June 15, 2020, in Book EE of Maps, Page 97 in the office of the Recorder of Placer County. On the final map, the public utility easements were irrevocable offered to the City and the City rejected the offers, but reserved the right to accept them at a later date. Under the Subdivision Map Act, offers of dedication rejected by the legislative body remain open and can be accepted by resolution at a later date.

PG&E has recently changed their company construction policy and will only install their facilities within public utility easements that have been accepted by the public. This change in policy has prohibited the developer of the Creekview development, Anthem United Creekview Developments, from completing improvements critical to meeting their financial obligations associated with the progress of the construction of the Creekview development. Therefore, Anthem United Creekview Developments, has requested that the City accept all public utility easements offered on The Final Map of Creekview - Phase 1 Large lot Subdivision now as opposed to accepting them later after all of the utilities have been constructed within the easements.

Staff is recommending that the City accept all public utility easements offered on The Final Map of Creekview - Phase 1 Large Lot Subdivision which would allow Pacific Gas & Electric to install their facilities servicing the Creekview development and provide the developer of the Creekview

development the ability to complete the necessary improvements to meet their financial obligations.

FISCAL IMPACT

The actions requested as part of this action have no impact to the City's General Fund. Construction costs were paid by the developer.

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. A notice of completion meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Ignacio Vizcarra, Construction Inspector

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 20-302

Creekview Blue Oaks Segment 2 NOC

Creekview BlueOaksSegment 2 Vicinity map

Fiddymont Ranch Phase 3 Map

Creekview Phase 1 Large Lot Map

RESOLUTION NO. 20-302

RESOLUTION OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS CREEKVIEW BLUE OAKS BOULEVARD – SEGMENT 2 PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING A PORTION OF THE DEDICATIONS OFFERED ON THE RECORDED MAP OF “THE FINAL MAP OF FIDDYMENT RANCH PHASE 3” AND ACCEPTING ALL PUBLIC UTILITY EASEMENT DEDICATIONS ON THE RECORD MAP OF “THE FINAL MAP OF CREEKVIEW - PHASE 1 LARGE LOT SUBDIVISION.”

BE IT RESOLVED by the Council of the City of Roseville as follows:

1. The "Notice of Completion" on file in the City Clerk's Department relative to that public work known as the Creekview Blue Oaks Boulevard – Segment 2 is hereby approved and the public work accepted.
2. A portion of the right-of-way and easements located adjacent thereto as offered thereon for dedication on the final map of **The Final Map of Fiddymment Ranch Phase 3 Subdivision, Subdivision No. PL-0364** recorded in Book EE of Maps, Page 74 , in the office of the recorder of Placer County, is hereby accepted by the City in part as said dedications relates to the improvement plan set known as Creekview Blue Oaks Boulevard – Segment 2. The remaining portions of right-of-way offered for dedication on said map will be accepted at a later date as improvements are approved and accepted.
3. All public utility easements offered thereon for dedication on **The Final Map of Creekview - Phase 1 Large Lot Subdivision, Subdivision No. PL18-0190** recorded in Book EE of Maps, Page 97 , in the office of the recorder of Placer County, is hereby accepted by the City. The remaining public easements offered for dedication on said map will be accepted at later date.
4. The City Engineer is hereby authorized and directed to execute said Notice 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

RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:

CITY CLERK
CITY OF ROSEVILLE
311 VERNON STREET
ROSEVILLE, CA 95678

Exempt from recording fees
Pursuant to Gov't Code §27383

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the public work of improvement known as the _____ Project was completed and accepted by the City of Roseville on _____. The location is situated in the City of Roseville, County of Placer, State of California and is indicated on the attached map, marked as Exhibit "A" and incorporated herein by this reference. The real property herein described is owned by the City of Roseville, 311 Vernon Street, Roseville CA 95678.

The direct/general contractor on said project was _____.

The surety on said project was _____.

_____.

City of Roseville
Owner

ATTEST:

Sonia Orozco, City Clerk

State of California)
County of Placer)

I, _____, being first duly sworn, depose and say: I am the _____ of the City of Roseville, a municipal corporation in the State of California, owner of the property described in the above Notice. I am duly authorized to make this verification for and on behalf of the City of Roseville. I have read the Notice of Completion and know its contents and the facts stated therein are true.

City of Roseville

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)

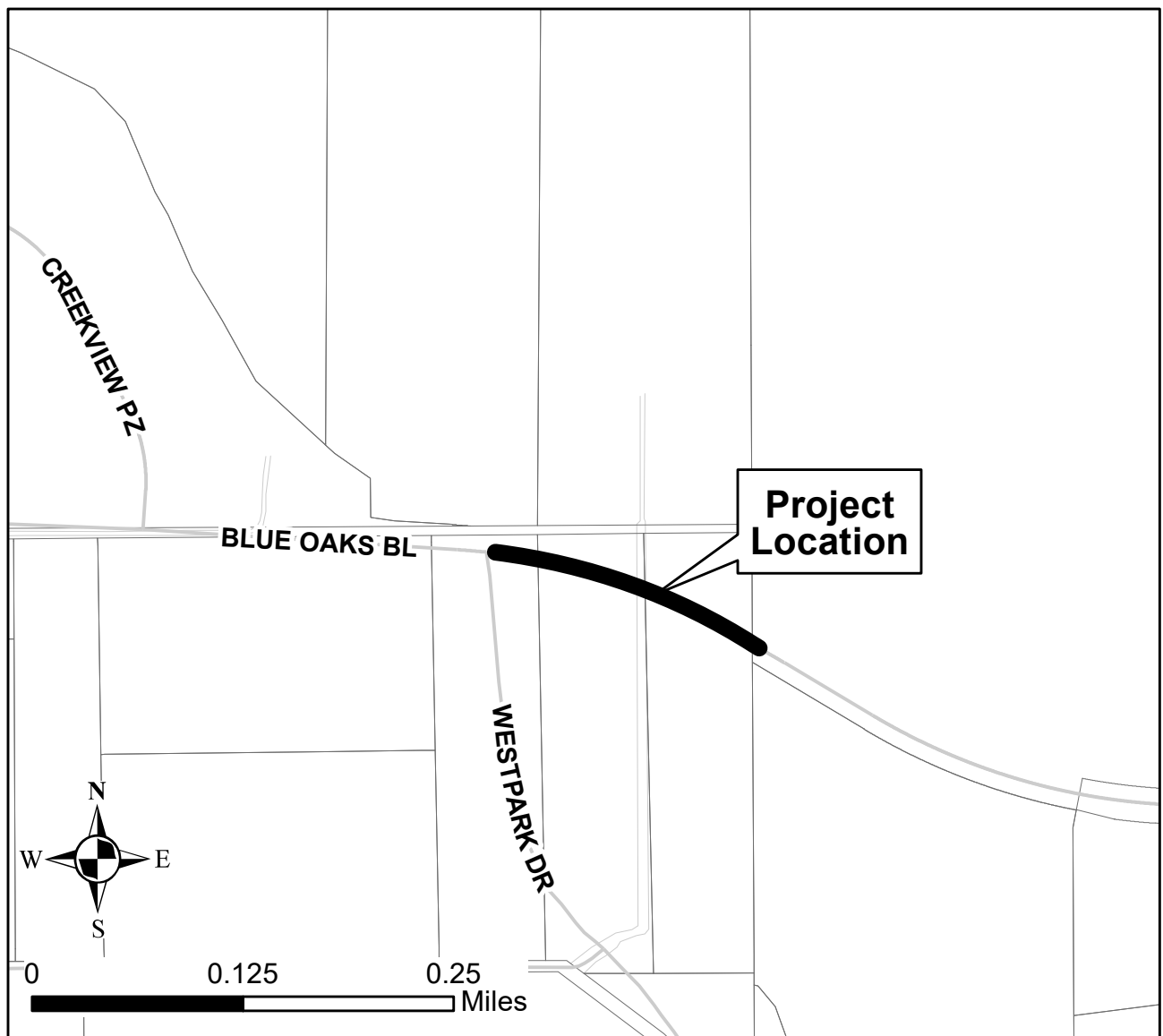
Subscribed and sworn to (or affirmed) before
me on this _____ day of _____,
20____, _____
proved to me on the basis of satisfactory
evidence to be the person(s) who appeared
before me.

Place Notary Seal and/or Stamp Above

Signature of Notary Public

EXHIBIT A

City of Roseville Creekview Blue Oaks Boulevard - Segment 2



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 BOUNDARIES OF THIS SUBDIVISION MAP, "FINAL MAP OF FIDDYMENT RANCH PHASE 3 LARGE LOT SUBDIVISION" AS SHOWN UPON THIS MAP, AND DO HEREBY CONSENT TO THE PREPARATION AND RECORDING OF SAID MAP AND THAT THE CONSENT OF NO OTHER PERSON IS NECESSARY. WE HEREBY OFFER FOR DEDICATION AND DO HEREBY DEDICATE FOR SPECIFIC PURPOSES THE FOLLOWING:

THE REAL PROPERTY DESCRIBED BELOW IS IRREVOCABLY OFFERED IN FEE FOR PUBLIC PURPOSES:

- A. LOT 9 AS A PUBLIC PARK.
- B. AS PUBLIC RIGHT-OF-WAY, THE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "IOD/RW" (IRREVOCABLE OFFER OF DEDICATION OF RIGHT OF WAY).
- C. LOTS 1 AND 5 AS PUBLIC OPEN SPACE.

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

- A. PUBLIC EASEMENTS FOR THE INSTALLATION, CONSTRUCTION AND MAINTENANCE OF, BUT NOT LIMITED TO, WATER, SANITARY SEWER, GAS AND DRAINAGE PIPES; ELECTROLIERS, TRAFFIC CONTROL APPURTENANCES, AND FOR ELECTRIC, TELEVISION, AND TELEPHONE SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, ON, OVER, UNDER AND ACROSS THE STRIPS OF LAND SHOWN HEREON AND DESIGNATED AS "IOD/PUE" (IRREVOCABLE OFFER OF DEDICATION/PUBLIC UTILITY EASEMENT) AND "IOD/RW" (IRREVOCABLE OFFER OF DEDICATION/RIGHT OF WAY).
- B. PUBLIC EASEMENT FOR ACCESS, CONSTRUCTION, AND MAINTENANCE OF TRAIL FACILITIES ON, OVER, AND ACROSS THAT 50 FOOT STRIP OF LAND SHOWN HEREON AND DESIGNATED "TRAIL ESMT" (PUBLIC TRAIL EASEMENT).
- C. PUBLIC EASEMENT FOR INSTALLATION AND MAINTENANCE OF A BUS SHELTER TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "BUS SHELTER EASEMENT".
- D. PUBLIC EASEMENT FOR PEDESTRIAN ACCESS ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "PE" (PEDESTRIAN EASEMENT).

THE REAL PROPERTY BELOW IS BEING DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSE:

- A. PUBLIC EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF SANITARY SEWER PIPES AND ALL APPURTENANCES THERETO ON, OVER, UNDER, AND ACROSS THAT STRIP OF LAND SHOWN HEREON AND DESIGNATED AS "SSE" (SANITARY SEWER EASEMENT).

THE REAL PROPERTY DESCRIBED BELOW IS RESERVED FOR PUBLIC PURPOSES:

- A. LOT 8 IS HEREBY RESERVED TO BE DEDICATED IN FEE IN THE FUTURE AS A PUBLIC SCHOOL SITE.

ATC REALTY ONE, LLC
A DELAWARE LIMITED LIABILITY COMPANY

BY: [Signature]
DAVID L. ASH
ITS: SENIOR VICE PRESIDENT

FINAL MAP OF
FIDDYMENT RANCH PHASE 3

LARGE LOT SUBDIVISION
SUBDIVISION NO. PL-0364

BEING THE DESIGNATED REMAINDER AND LOT 19 OF THAT CERTAIN FINAL MAP ENTITLED "FIDDYMENT RANCH PHASE 2A, FILED IN BOOK DD OF MAPS, AT PAGE 88 OF O.R.P.C. AND SITUATE IN SECTIONS 13 AND 24, T11N., R.5E., M.D.M. CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA



SEPTEMBER 2019

Sheet 1 of 10
1027.152

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF FIDDYMENT RANCH PHASE 3 LARGE LOT SUBDIVISION 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.

[Signature] 9/5/19
MARC STOUT
CITY ENGINEER, CITY OF ROSEVILLE
R.C.E. #69879 EXPIRATION DATE 09/30/2020

I HEREBY STATE THAT I AM SATISFIED THAT THIS FINAL MAP OF FIDDYMENT RANCH PHASE 3 LARGE LOT SUBDIVISION IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

[Signature]
TIMOTHY G. BLAIR, P.L.S. 8278
EXPIRATION DATE: 12/31/2019

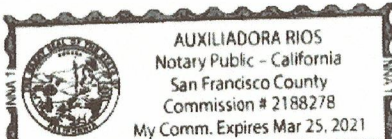
DATE 9/9/19



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.

San Francisco
STATE OF CALIFORNIA)
COUNTY OF San Francisco SS



ON 28 DAY OF August, 2019 BEFORE ME, Auxiliadora Rios Auxiliadora Rios
A NOTARY PUBLIC PERSONALLY APPEARED
David L. Ash David L. Ash

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]

PRINTED NAME: Auxiliadora Rios

MY PRINCIPLE PLACE OF BUSINESS IS IN THE COUNTY OF: San Francisco

MY COMMISSION EXPIRES: March 25, 2021

MY COMMISSION No.: 2188278

CITY CLERK'S STATEMENT

I HEREBY STATE THAT THE CITY COUNCIL, CITY OF ROSEVILLE HAS APPROVED THIS FINAL MAP OF FIDDYMENT RANCH PHASE 3 LARGE LOT SUBDIVISION AND HAS ACCEPTED ON BEHALF OF THE PUBLIC THE SANITARY SEWER EASEMENT OFFERED HEREON, BUT HAS REJECTED AT THIS TIME, BUT RESERVES THE RIGHT TO ACCEPT AT A LATER DATE, ON BEHALF OF THE PUBLIC, ALL IRREVOCABLE OFFERS OF LANDS, RIGHTS-OF-WAY AND EASEMENTS OFFERED HEREON, IN ACCORDANCE WITH THE TERMS OF THOSE OFFERS AND HAS APPROVED THE ABANDONMENT OF THE IRREVOCABLE OFFERS OF DEDICATION FOR THE RIGHTS-OF-WAY AND PUBLIC UTILITY EASEMENTS LISTED WITHIN NOTE 5 ON SHEET 2.

09/19/19
DATE

CITY CLERK, CITY OF ROSEVILLE

BY: [Signature]
ASSISTANT CITY CLERK

RECORDER'S STATEMENT

FILED THIS 8th DAY OF November, 2019, AT 9:44 A.M., IN BOOK EE OF MAPS, AT PAGE 74, AT THE REQUEST OF WOOD RODGERS, INC.

FEE: \$ 110.00

DOCUMENT NO.: 2019-0089384

BY: Ryan Ronco
RYAN RONCO
COUNTY RECORDER
COUNTY OF PLACER

BY: [Signature]
DEPUTY RECORDER

SURVEYOR'S STATEMENT

THIS FINAL MAP OF FIDDYMENT RANCH PHASE 3 LARGE LOT SUBDIVISION WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF ATC REALTY ONE, LLC, A DELAWARE LIMITED LIABILITY COMPANY, IN MAY 2019. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP; THAT ALL THE MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND WILL OCCUPY THE POSITIONS AS INDICATED, OR THAT THEY WILL BE SET BY SEPTEMBER 31, 2021 AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

WOOD RODGERS, INC.



[Signature]
DENNIS L. BARBER
P.L.S. 8067 EXP. 12/31/2019

8/27/19
DATE

REFERENCES:

- (1) BB MAPS 24

FINAL MAP OF FIDDYMENT RANCH PHASE 2 - LARGE LOT SUBDIVISION
- (2) DD MAPS 9

FINAL MAP OF FIDDYMENT RANCH PHASE 2 - VILLAGES F-9 &F-19
- (3) DD MAPS 73

FINAL MAP OF FIDDYMENT RANCH PHASE 2 - VILLAGE F-13B1
- (4) 2015-0081570

GRANT DEED TO CITY OF ROSEVILLE
- (5) DD MAPS 88

FINAL MAP OF FIDDYMENT RANCH PHASE 2A - LARGE LOT SUBDIVISION

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE NORTH LINE OF SECTION 13, T.11N., R.5E., M.D.M. SAID BEARING IS TAKEN AS NORTH 89°26'37" EAST PER THE FINAL MAP OF FIDDYMENT RANCH PHASE 2 - LARGE LOT SUBDIVISION, FILED IN BOOK BB OF MAPS, AT PAGE 24, O.R.P.C.

LEGEND

- FOUND 5/8" REBAR WITH CAP STAMPED "LS 6815" PER DD MAPS 9
- ⊙

FOUND 5/8" REBAR WITH CAP STAMPED "LS 8067" PER DD MAPS 73
- FOUND MONUMENT AS DESCRIBED
- ✦

FOUND SECTION CORNER AS DESCRIBED
- ⊕

FOUND QUARTER CORNER AS DESCRIBED
- ⊗

FOUND 5/8" REBAR WITH CAP STAMPED "LS 8067" PER DD MAPS 88
- ⊙

BRASS DISK STAMPED "LS 6046" IN MONUMENT WELL TO BE SET PER BB MAPS 24
- ⊙

FOUND BRASS DISK STAMPED "LS 6046" IN MONUMENT WELL PER AA MAPS 10
- ⊗

FOUND BRASS DISK STAMPED "LS 8067" IN MONUMENT WELL PER DD MAPS 73
- FOUND BRASS DISK STAMPED "LS 8067" IN MONUMENT WELL
- ⊙

SET 5/8" REBAR WITH CAP STAMPED "LS 8067"
- (CL)

CENTERLINE DIMENSION
- IOD

IRREVOCABLE OFFER OF DEDICATION
- N.A.P.O.T.S.

NOT A PART OF THIS SUBDIVISION
- (OA)

OVERALL DIMENSION
- O.R.P.C.

OFFICIAL RECORDS OF PLACER COUNTY
- PE

PEDESTRIAN EASEMENT
- PUE

PUBLIC UTILITY EASEMENT
- (R)

RADIAL BEARING
- REF

INDICATES REFERENCE NUMBER
- RW

RIGHT-OF-WAY
- SSE

SANITARY SEWER EASEMENT

NOTES

1. ALL CURVES DIMENSIONED WITH RADIUS, DELTA, ARC LENGTH, CHORD BEARING, AND CHORD LENGTH. CHORD LENGTHS MAY CONTAIN SOME ROUNDING ERROR.
2. ALL DISTANCES SHOWN HEREON ARE EXPRESSED IN FEET AND DECIMALS THEREOF.
3. DUE TO ROUNDING THE SUM OF THE INDIVIDUAL DIMENSIONS MAY NOT EQUAL THE OVERALL DIMENSION.
4. TOTAL AREA FOR THIS "FINAL MAP OF FIDDYMENT RANCH PHASE 3 LARGE LOT SUBDIVISION" SUBDIVISION IS 377.88± ACRES, CONSISTING OF 6 DEVELOPMENT LOTS, 1 PUBLIC PARK LOT, 1 SCHOOL SITE LOT, AND 2 OPEN SPACE LOTS.
5. PURSUANT TO SECTION 66434(g) OF THE GOVERNMENT CODE, THE FOLLOWING PUBLIC IRREVOCABLE OFFERS OF DEDICATION/RIGHTS OF WAY (IOD/RW) AND PUBLIC UTILITY EASEMENTS ARE HEREBY ABANDONED:

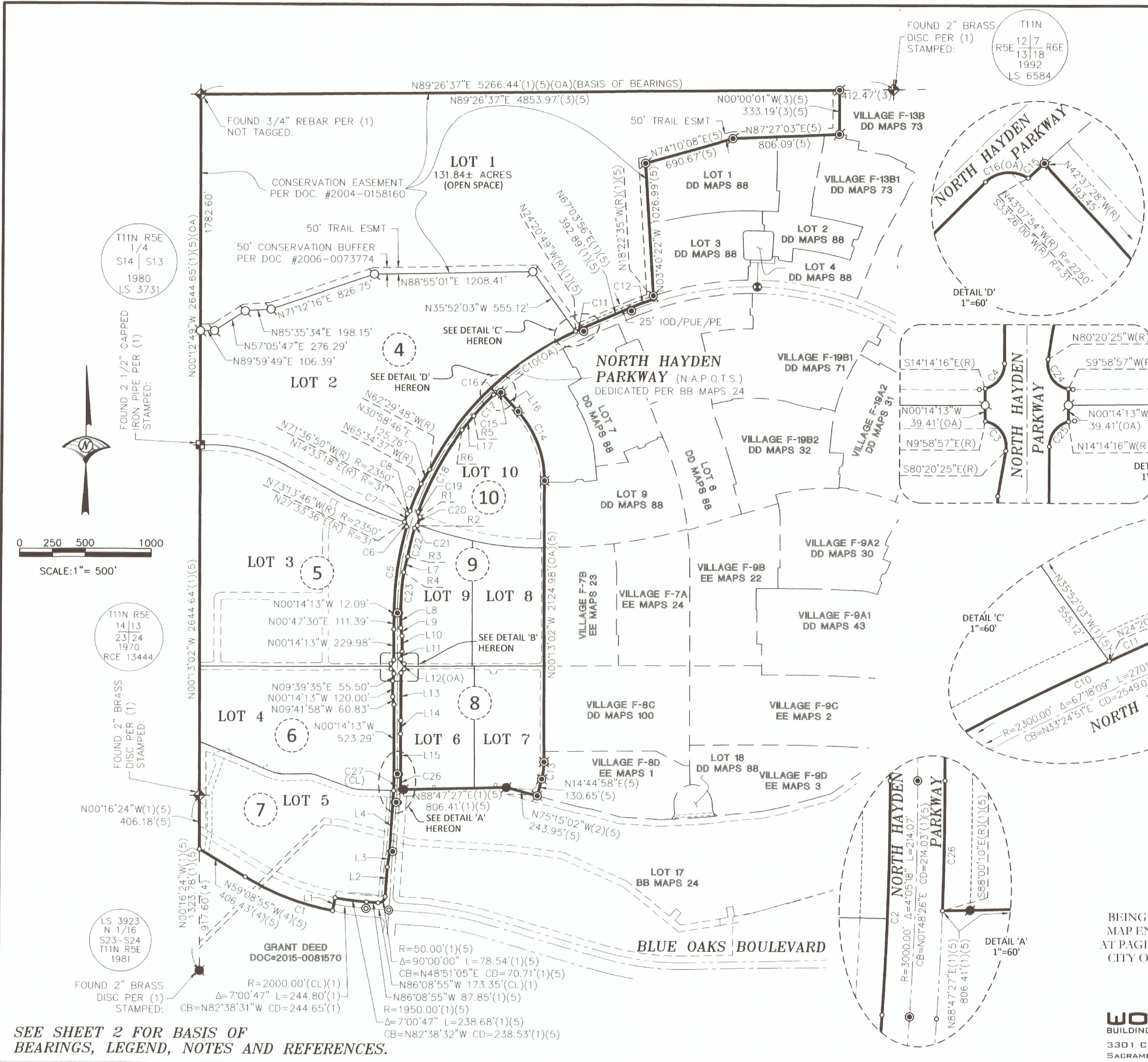
A. THOSE PORTIONS OF THE IOD/RW FOR PRUETT DRIVE AS DEPICTED ON THE MAP ENTITLED "FIDDYMENT RANCH PHASE 2A - LARGE LOT SUBDIVISION", FILED IN BOOK DD OF MAPS, AT PAGE 88, O.R.P.C., WHICH LIE WITHIN THE BOUNDARY OF THIS MAP THAT ARE NOT SHOWN HEREON.

B. THOSE PORTIONS OF THE RIGHT-OF-WAY FOR HAYDEN PARKWAY AND THE PUBLIC UTILITY EASEMENT ADJACENT THERETO AS DEPICTED ON THE MAP ENTITLED "FIDDYMENT PHASE 2 - LARGE LOT MAP SUBDIVISION". FILED IN BOOK BB OF MAPS, AT PAGE 24, O.R.P.C., WHICH LIE WITHIN THE BOUNDARY OF THIS MAP THAT ARE NOT SHOWN HEREON.
6. THE FOLLOWING TABLE IS TO RELATE THE LOT NUMBERS SHOWN HEREON TO THAT OF THE APPROVED TENTATIVE MAP AND THE WEST ROSEVILLE SPECIFIC PLAN:

LOT NUMBERING		
FINAL MAP	TENTATIVE MAP	WEST ROSEVILLE SPECIFIC PLAN
1	F-80	F-80
2	F-10A-1/F-10A-2/F-10B-1/F-10B-2/F-10C-1/F-10C-2/F-94	F-10A/F-10B/F-10C/F-94
3	F-6A-/F-6A-2/F-6B/F-6D	F-6A-/F-6B/F-6D
4	F-6C-1/F-6C-2	F-6C
5	F-85	F-85
6	F-8A	F-8A
7	F-8B	F-8B
8	F-71	F-71
9	F-51	F-51
10	F-11B	F-11B

FINAL MAP OF
FIDDYMENT RANCH PHASE 3
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL-0364

BEING THE DESIGNATED REMAINDER AND LOT 19 OF THAT CERTAIN FINAL MAP ENTITLED "FIDDYMENT RANCH PHASE 2A, FILED IN BOOK DD OF MAPS, AT PAGE 88 OF O.R.P.C. AND SITUATE IN SECTIONS 13 AND 24, T11N., R.5E., M.D.M. CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA



Curve Table — This Sheet Only

No.	Radius	Delta	Length	Chord Bearing	Chord Dist	Ref
C1	2050.00'	19°59'13"	715.12'	N69°08'32"W	711.50'	(4)(5)
C2	2975.00'	4°05'18"	212.29'	N1°48'26"E	212.24'	
C3	31.00'	89°40'39"	48.52'	N35°10'44"W	43.72'	
C4	31.00'	75°59'57"	41.12'	N37°45'45"E	38.17'	
C5	2325.00'	16°16'01"	660.09'	N7°53'47"E	657.88'	
C6	31.00'	88°13'28"	47.73'	N28°04'56"W	43.16'	
C7	2350.00'	1°36'56"	66.27'	N17°34'42"E	66.26'	
C8	31.00'	56°25'45"	30.53'	N47°13'50"E	29.31'	
C9	2336.00'	5°24'26"	220.45'	N21°43'10"E	220.37'	
C10	2325.00'	39°33'44"	1605.39'	N47°17'04"E	1573.69'	
C11	2325.00'	1°24'45"	57.31'	N66°21'34"E	57.31'	(1)(5)
C12	2375.00'	4°33'29"	188.94'	N69°20'40"E	188.89'	(1)(5)
C13	500.00'	14°58'00"	130.61'	N7°15'58"E	130.24'	(5)
C14	775.00'	42°24'26"	573.61'	N21°25'15"W	560.61'	(5)
C15	2250.00'	0°30'26"	19.91'	N47°07'19"E	19.91'	
C16	31.00'	77°20'06"	41.84'	N84°45'57"E	38.74'	
C17	2274.00'	5°32'04"	219.65'	N43°19'51"E	219.57'	
C18	2275.00'	17°43'49"	704.00'	N28°12'10"E	701.20'	
C19	31.00'	79°13'41"	42.87'	N20°16'35"W	39.53'	
C20	2250.00'	1°42'39"	67.18'	N17°42'24"E	67.18'	
C21	31.00'	57°04'32"	30.88'	N44°43'35"E	29.62'	
C22	2264.00'	5°34'12"	220.09'	N13°24'14"E	220.01'	
C23	2275.00'	7°46'02"	308.41'	N3°38'48"E	308.17'	
C24	31.00'	89°40'39"	48.52'	N35°10'44"W	43.72'	
C25	31.00'	75°59'57"	41.12'	N37°45'45"E	38.17'	
C26	3025.00'	2°14'03"	117.96'	N0°52'48"E	117.95'	
C27	3000.00'	4°05'18"	214.07'	N1°48'26"E	214.03'	(1)(5)

Line Table — This Sheet Only

No.	Bearing	Length	Ref
L1	N10°51'52"E(R)	100.00'	(1)(5)
L2	N3°51'05"E	223.64'	(1)(5)
L3	N8°51'08"E	120.46'	(1)(5)
L4	N3°51'05"E	372.96'	(1)(5)
L5	N0°14'13"W	486.02'	(1)(5)
L6	N1°22'58"W	25.00'	(1)(5)
L7	N14°12'40"E	122.82'	
L8	N0°14'13"W	113.48'	
L9	N9°41'58"W	60.83'	
L10	N0°14'13"W	120.00'	
L11	N9°39'35"E	55.50'	
L12	N0°14'13"W	39.41'	
L13	N0°14'13"W	359.97'	
L14	N0°54'32"E	100.02'	
L15	N0°14'13"W	303.28'	
L16	N42°37'28"W(R)	193.45'	(5)
L17	N39°13'43"E	138.76'	
R1	N71°26'16"W	R=2250'	
	N30°06'34"E	R=31'	
R2	N16°44'09"W	R=31'	
	S73°08'55"E	R=2250'	
R3	N79°22'52"W		
R4	N82°28'11"W		
R5	N49°26'10"W		
R6	N52°55'56"W		

FINAL MAP OF
FIDDYMENT RANCH PHASE 3
 LARGE LOT SUBDIVISION
 SUBDIVISION NO. PL-0364

BEING THE DESIGNATED REMAINDER AND LOT 19 OF THAT CERTAIN FINAL MAP ENTITLED "FIDDYMENT RANCH PHASE 2A, FILED IN BOOK DD OF MAPS, AT PAGE 88 OF O.R.P.C. AND SITUATE IN SECTIONS 13 AND 24, T11N., R5E., MD.M. CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA

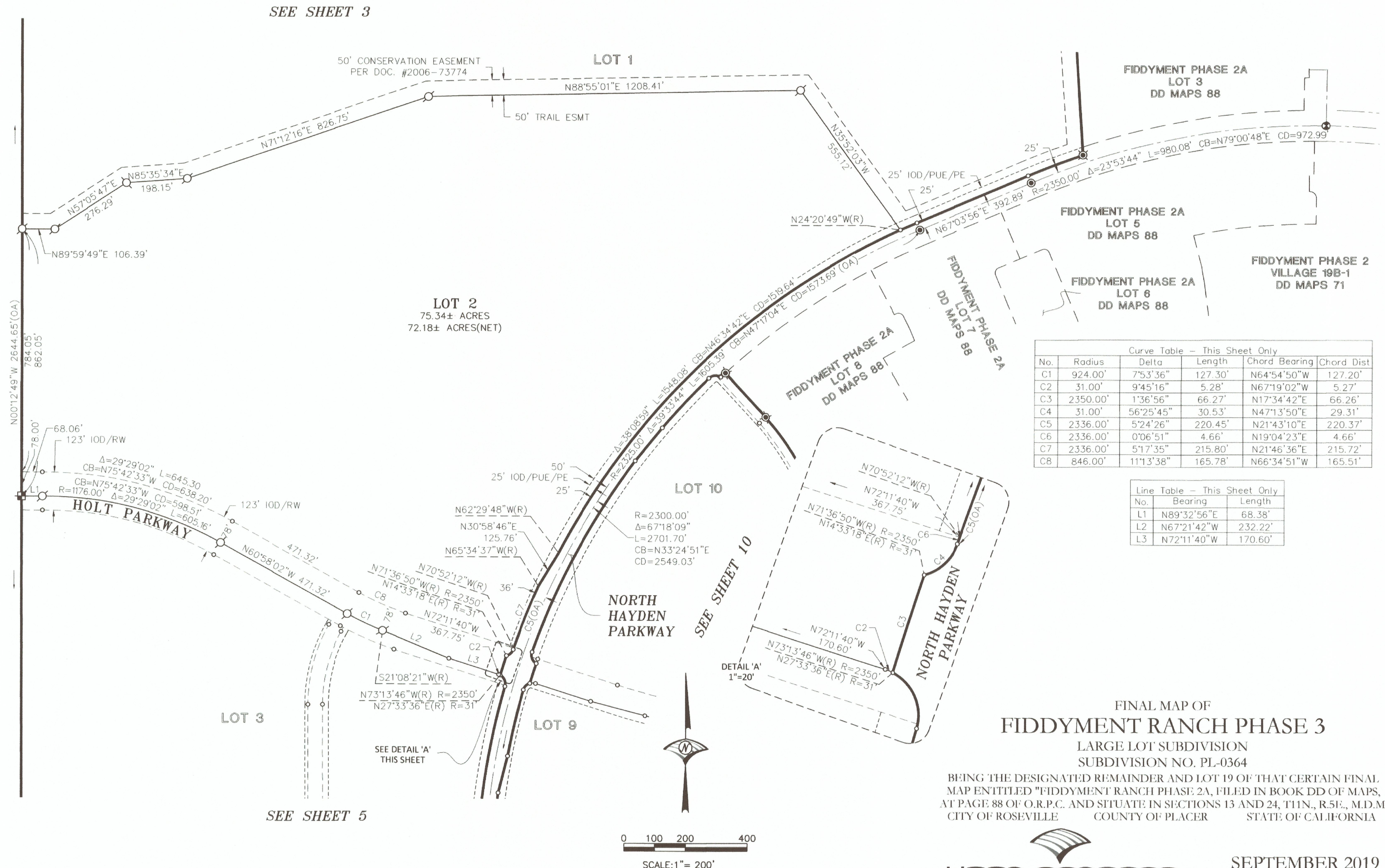
WOOD RODGERS
 BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
 3301 C ST. BLDG. 100-B TEL 916.341.7760
 SACRAMENTO, CA 95816 FAX 916.341.7767

SEPTEMBER 2019

Sheet 3 of 10

1027.152

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



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

FINAL MAP OF
FIDDYMENT RANCH PHASE 3
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL-0364
BEING THE DESIGNATED REMAINDER AND LOT 19 OF THAT CERTAIN FINAL
MAP ENTITLED "FIDDYMENT RANCH PHASE 2A, FILED IN BOOK DD OF MAPS,
AT PAGE 88 OF O.R.P.C. AND SITUATE IN SECTIONS 13 AND 24, T11N., R5E., M.D.M.
CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA

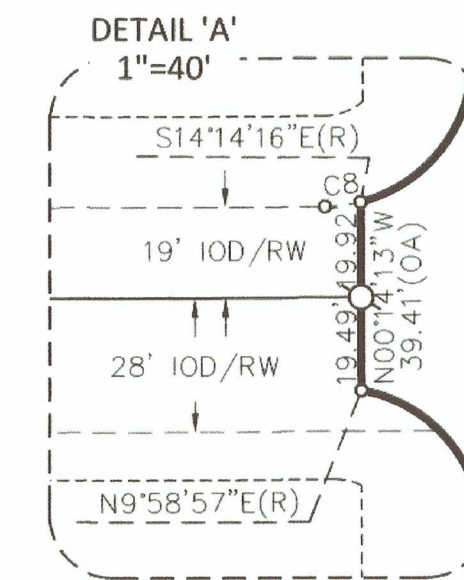
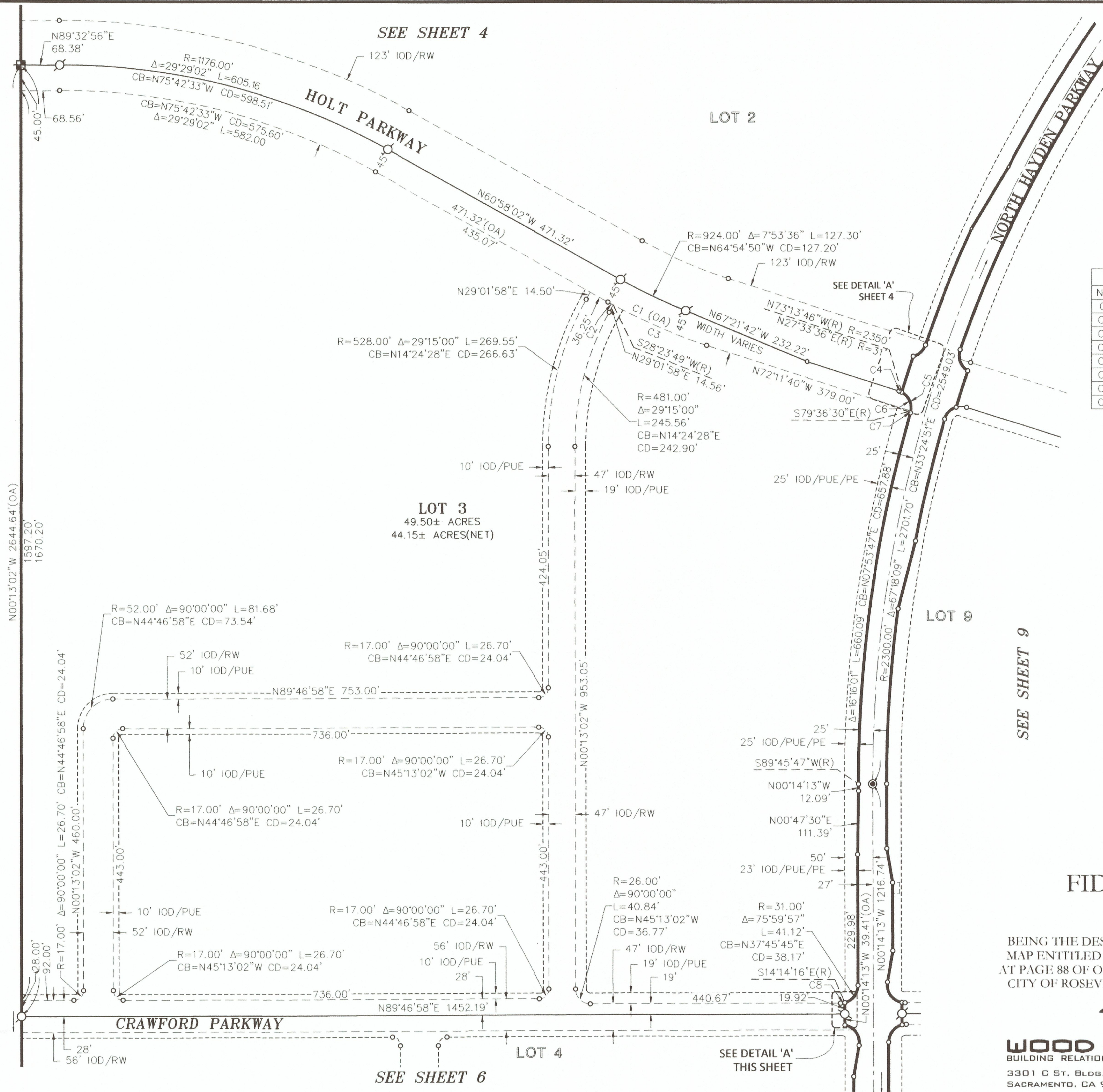


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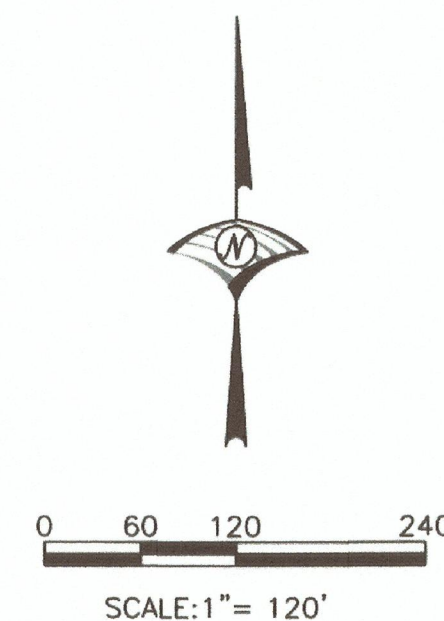
3301 C ST, Bldg. 100-B TEL 916.341.7760
SACRAMENTO, CA 95816 FAX 916.341.7767

SEPTEMBER 2019

Sheet 4 of 10
1027.152



Curve Table – This Sheet Only					
No.	Radius	Delta	Length	Chord Bearing	Chord Dis
C1	969.00'	11°13'38"	189.88'	N66°34'51"W	189.58'
C2	969.00'	0°38'09"	10.75'	N61°17'06"W	10.75'
C3	969.00'	10°35'30"	179.13'	N66°53'55"W	178.87'
C4	31.00'	9°45'13"	5.28'	N67°19'01"W	5.27'
C5	31.00'	78°28'12"	42.46'	N23°12'18"W	39.22'
C6	31.00'	72°49'55"	39.41'	N26°01'27"W	36.81'
C7	31.00'	5°38'17"	3.05'	N13°12'39"E	3.05'
C8	31.00'	14°01'14"	7.59'	N82°46'21"E	7.57'



FINAL MAP OF FIDDYMENT RANCH PHASE 3

LARGE LOT SUBDIVISION
SUBDIVISION NO. PL-0364

BEING THE DESIGNATED REMAINDER AND LOT 19 OF THAT CERTAIN FINAL
MAP ENTITLED "FIDDYMENT RANCH PHASE 2A, FILED IN BOOK DD OF MAPS,
AT PAGE 88 OF O.R.P.C. AND SITUATE IN SECTIONS 13 AND 24, T11N., R.5E., M.D.M.
CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA



WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME

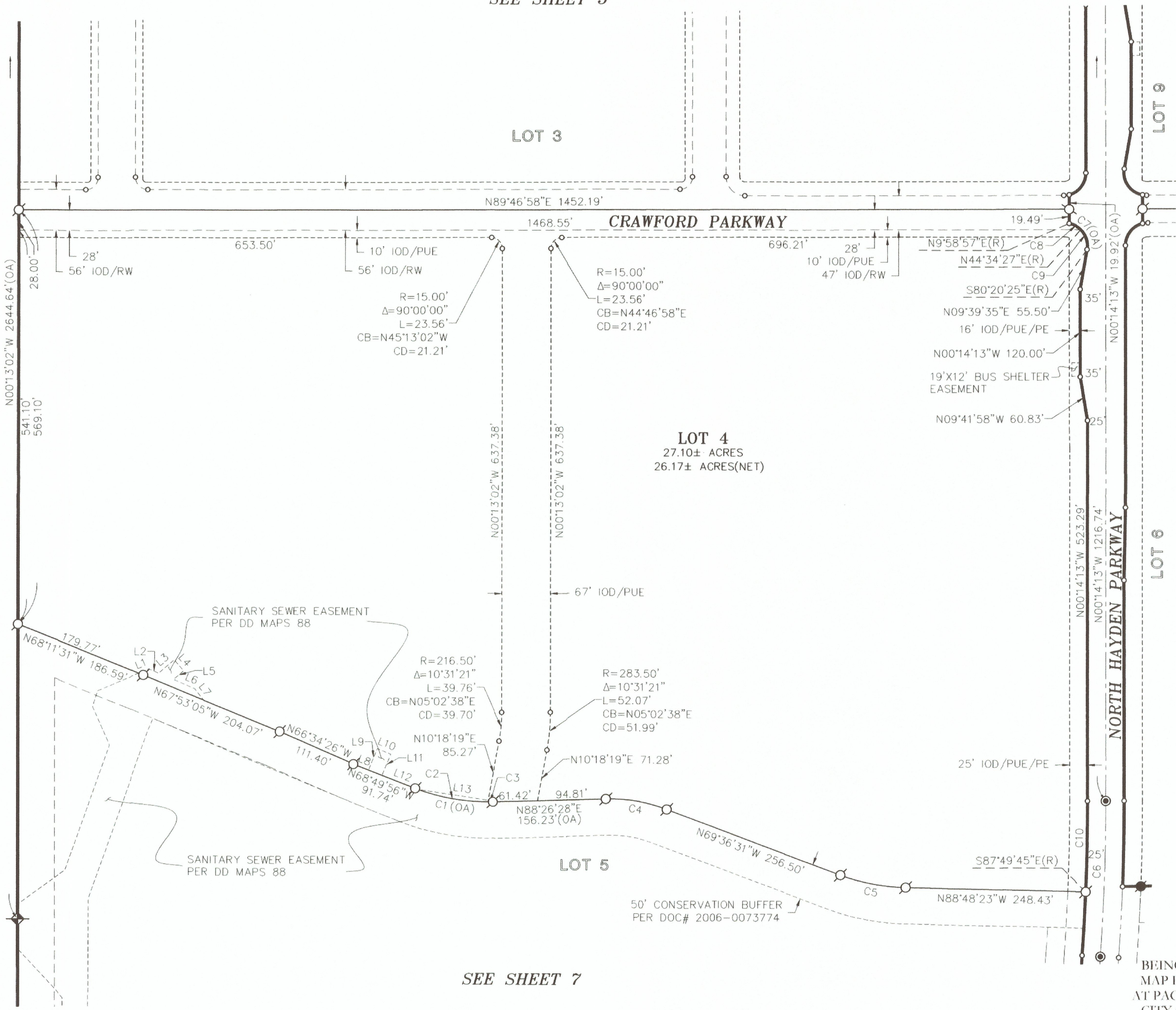
3301 C ST, BLDG. 100-B TEL 916.341.7760
SACRAMENTO, CA 95816 FAX 916.341.7767

SEPTEMBER 2019

Sheet 5 of 10

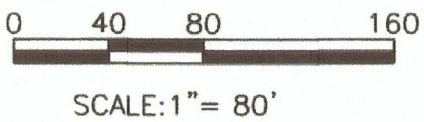
1027.152

SEE SHEET 5



Curve Table - This Sheet Only					
No.	Radius	Delta	Length	Chord Bearing	Chord Dist
C1	276.00'	22°43'36"	109.48'	N80°11'44"W	108.76'
C2	276.00'	21°16'07"	102.45'	N79°27'59"W	101.87'
C3	276.00'	1°27'29"	7.02'	N89°10'13"E	7.02'
C4	224.00'	21°57'01"	85.82'	N80°35'01"W	85.29'
C5	276.00'	19°11'52"	92.48'	N79°12'27"W	92.05'
C6	3000.00'	4°05'18"	214.07'	N1°48'26"E	214.03'
C7	31.00'	89°40'39"	48.52'	N35°10'44"W	43.72'
C8	31.00'	34°35'30"	18.72'	N62°43'18"W	18.43'
C9	31.00'	55°05'09"	29.80'	N17°52'59"W	28.67'
C10	2975.00'	2°24'28"	125.02'	N0°58'01"E	125.01'

Line Table - This Sheet Only		
No.	Bearing	Length
L1	N67°13'35"E	14.94'
L2	N67°12'28"W	15.12'
L3	N49°13'48"E	28.23'
L4	N40°46'12"W	20.00'
L5	N49°13'48"E	18.29'
L6	N67°12'28"W	31.78'
L7	N37°52'25"W	19.37'
L8	N68°49'56"W	22.57'
L9	N22°17'31"E	32.20'
L10	N67°42'29"W	20.00'
L11	N22°17'31"E	31.81'
L12	N68°52'41"W	54.06'
L13	N81°14'31"W	109.32'



FINAL MAP OF
FIDDYMENT RANCH PHASE 3
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL-0364

BEING THE DESIGNATED REMAINDER AND LOT 19 OF THAT CERTAIN FINAL MAP ENTITLED "FIDDYMENT RANCH PHASE 2A, FILED IN BOOK DD OF MAPS, AT PAGE 88 OF O.R.P.C. AND SITUATE IN SECTIONS 13 AND 24, T11N., R.5E., M.D.M. CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA



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

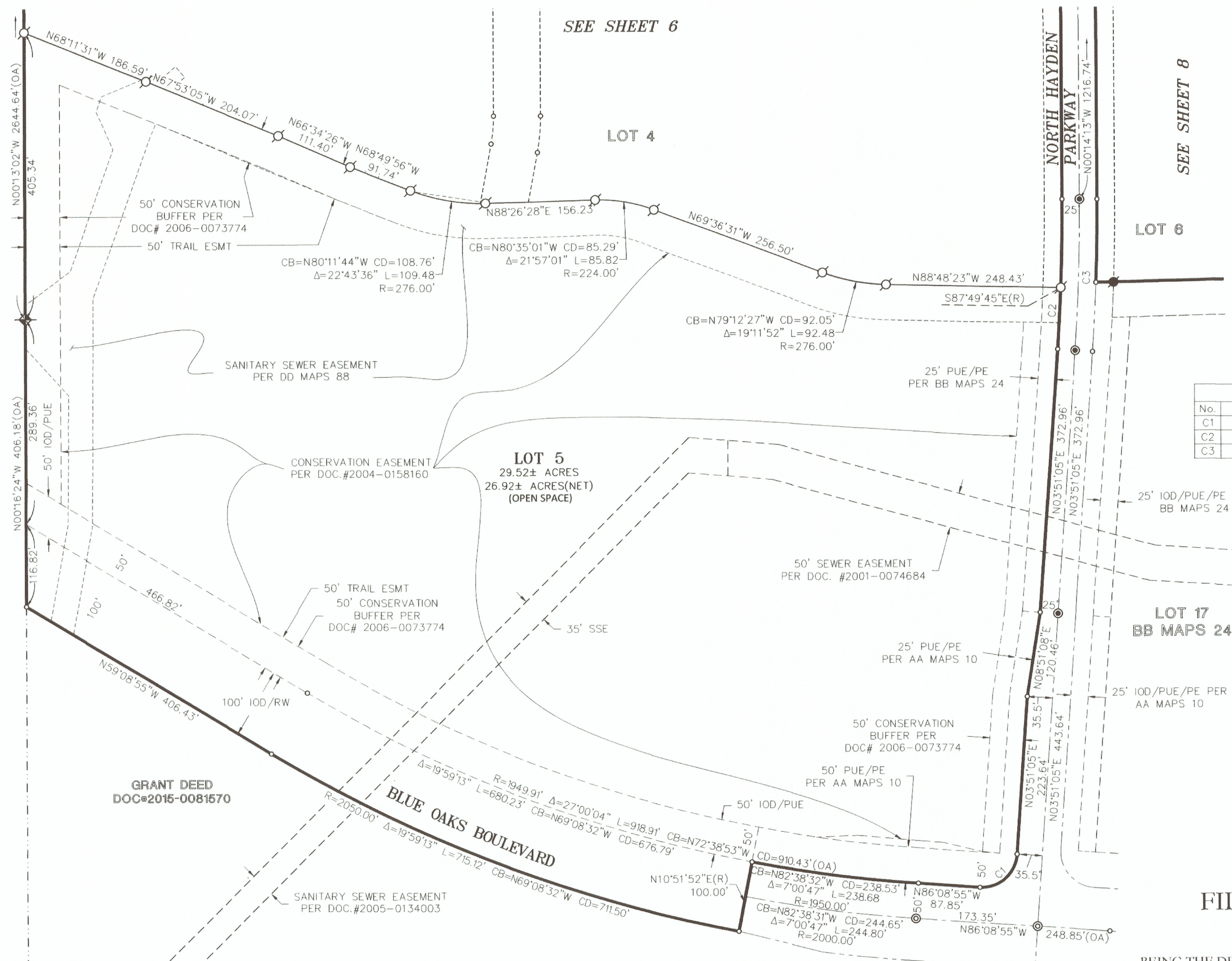
SEPTEMBER 2019

Sheet 6 of 10
1027.152

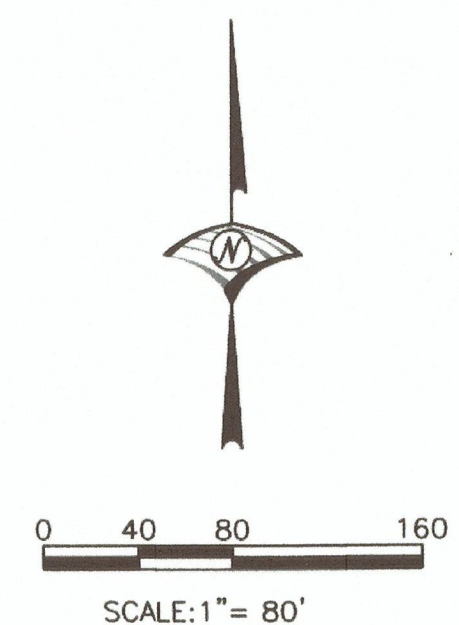
SEE SHEET 2 FOR BASIS OF
BEARINGS, LEGEND, NOTES AND REFERENCES.

SEE SHEET 7

SEE SHEET 8



Curve Table – This Sheet Only					
No.	Radius	Delta	Length	Chord Bearing	Chord Dist
C1	50.00'	90°00'00"	78.54'	N48°51'05"E	70.71'
C2	2975.00'	1°40'50"	87.27'	N3°00'40"E	87.26'
C3	3000.00'	4°05'18"	214.07'	N1°48'26"E	214.03'



FINAL MAP OF
FIDDYMMENT RANCH PHASE 3
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL-0364

BEING THE DESIGNATED REMAINDER AND LOT 19 OF THAT CERTAIN FINAL
MAP ENTITLED "FIDDYMENT RANCH PHASE 2A, FILED IN BOOK DD OF MAPS,
AT PAGE 88 OF O.R.P.C. AND SITUATE IN SECTIONS 13 AND 24, T11N., R5E., M.D.M.
CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA

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

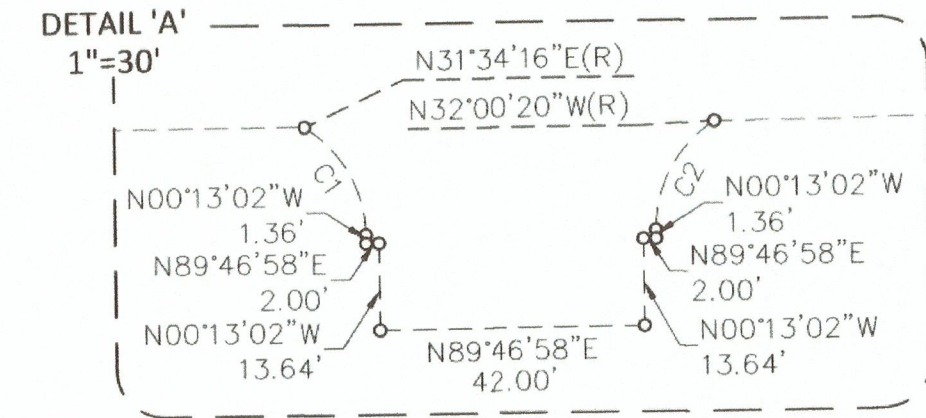
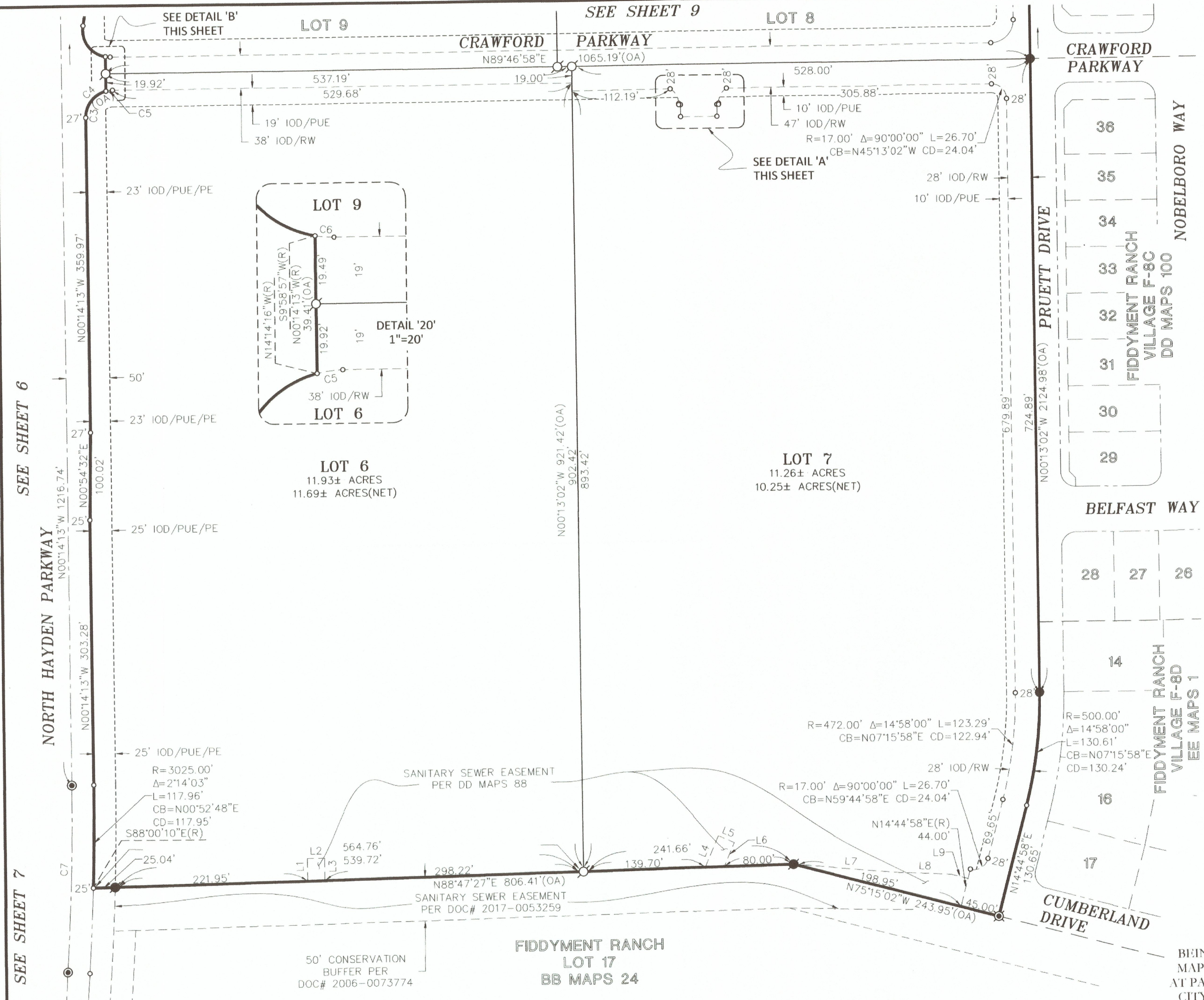


WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME

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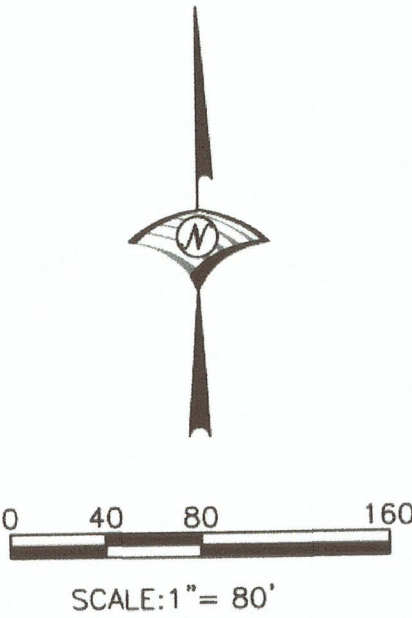
SEPTEMBER 2019

Sheet 7 of 10
1027.152



Curve Table - This Sheet Only					
No.	Radius	Delta	Length	Chord Bearing	Chord Dist
C1	20.00'	58°12'42"	20.32'	N29°19'23"W	19.46'
C2	20.00'	58°12'42"	20.32'	N28°53'19"E	19.46'
C3	31.00'	90°01'11"	48.71'	N44°46'22"E	43.85'
C4	31.00'	75°59'57"	41.12'	N37°45'45"E	38.17'
C5	31.00'	14°01'14"	7.59'	N82°46'21"E	7.57'
C6	31.00'	10°11'59"	5.52'	N85°07'03"W	5.51'
C7	3000.00'	4°05'18"	214.07'	N1°48'26"E	214.03'

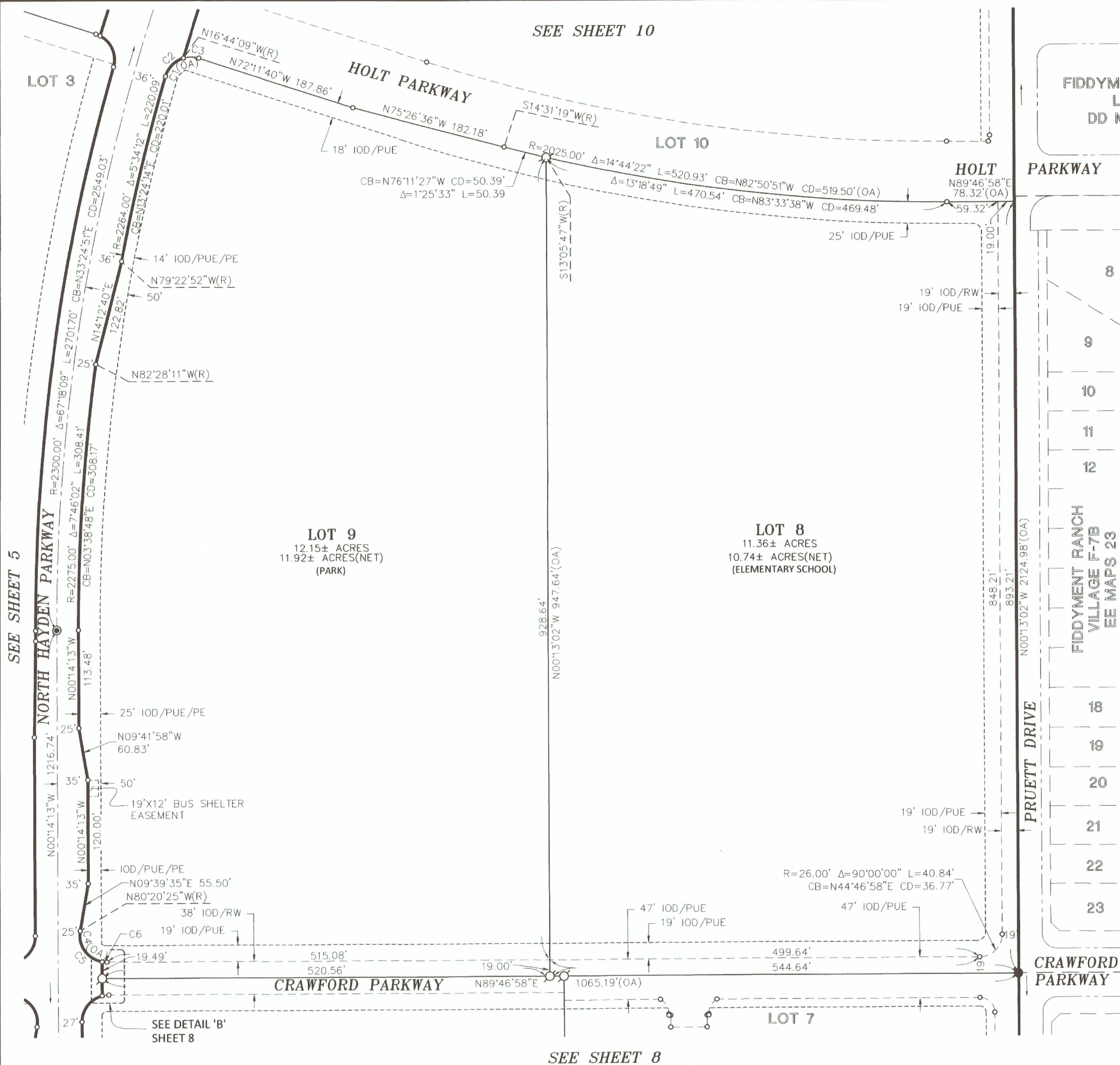
Line Table - This Sheet Only		
No.	Bearing	Length
L1	N0°42'01"W	26.03'
L2	N89°17'59"E	20.00'
L3	N0°19'06"E	25.86'
L4	N23°07'50"E	39.14'
L5	N66°52'10"W	20.00'
L6	N23°07'50"E	30.09'
L7	N84°59'38"W	120.94'
L8	N84°11'02"W	80.73'
L9	N75°15'00"W	19.46'



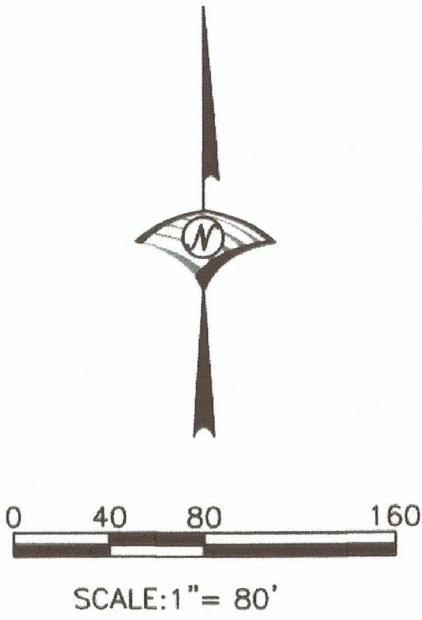
FINAL MAP OF
FIDDYMENT RANCH PHASE 3
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL-0364

BEING THE DESIGNATED REMAINDER AND LOT 19 OF THAT CERTAIN FINAL MAP ENTITLED "FIDDYMENT RANCH PHASE 2A, FILED IN BOOK DD OF MAPS, AT PAGE 88 OF O.R.P.C. AND SITUATE IN SECTIONS 13 AND 24, T11N., R.5E., M.D.M. CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA

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BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
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SACRAMENTO, CA 95816 FAX 916.341.7767



Curve Table - This Sheet Only					
No.	Radius	Delta	Length	Chord Bearing	Chord Dist
C1	31.00'	91°37'00"	49.57'	N61°59'50"E	44.45'
C2	31.00'	57°04'32"	30.88'	N44°43'35"E	29.62'
C3	31.00'	34°32'28"	18.69'	N89°27'54"W	18.41'
C4	31.00'	99°52'38"	54.04'	N40°16'43"W	47.45'
C5	31.00'	89°40'39"	48.52'	N35°10'44"W	43.72'
C6	31.00'	10°11'59"	5.52'	N85°07'03"W	5.51'



FINAL MAP OF
FIDDYMENT RANCH PHASE 3
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL-0364

BEING THE DESIGNATED REMAINDER AND LOT 19 OF THAT CERTAIN FINAL MAP ENTITLED "FIDDYMENT RANCH PHASE 2A, FILED IN BOOK DD OF MAPS, AT PAGE 88 OF O.R.P.C. AND SITUATE IN SECTIONS 13 AND 24, T11N., R.5E., M.D.M. CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA



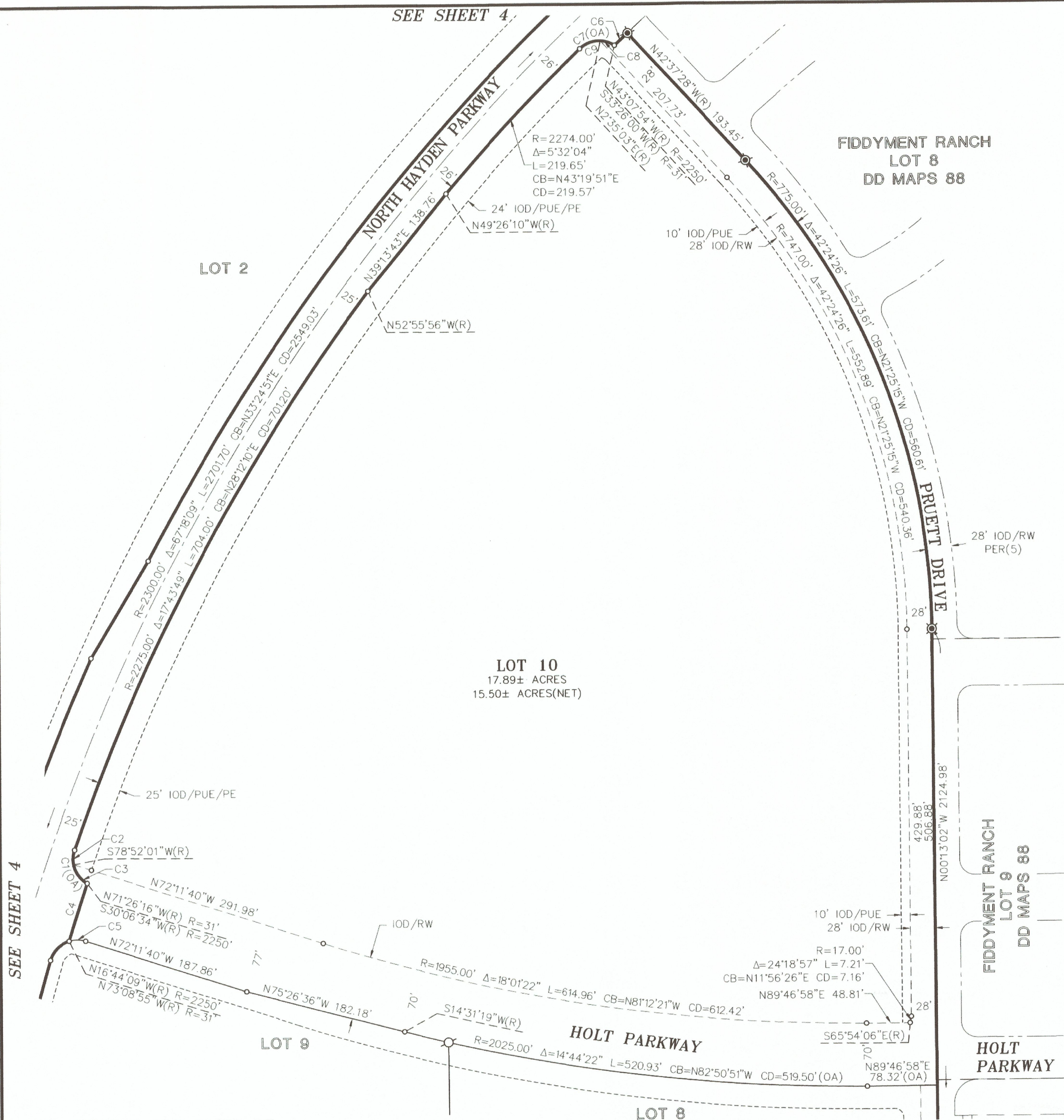
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SEPTEMBER 2019

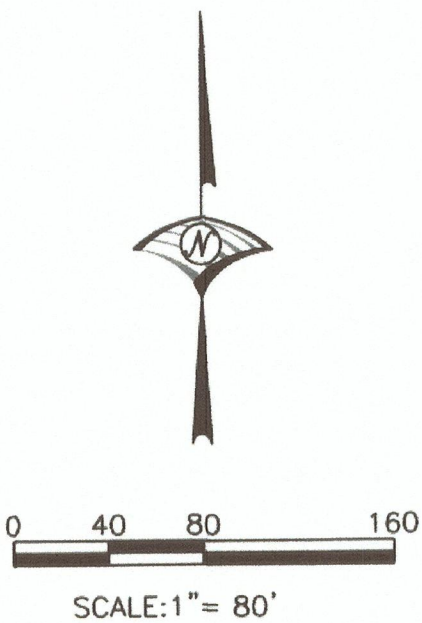
Sheet 9 of 10
1027.152

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

SEE SHEET 8



Curve Table - This Sheet Only					
No.	Radius	Delta	Length	Chord Bearing	Chord Dist
C1	31.00'	79°13'41"	42.87'	N20°16'35"W	39.53'
C2	31.00'	30°28'14"	16.49'	N4°06'08"E	16.29'
C3	31.00'	48°45'27"	26.38'	N35°30'42"W	25.59'
C4	2250.00'	1°42'39"	67.18'	N17°42'24"E	67.18'
C5	31.00'	34°32'28"	18.69'	N89°27'54"W	18.41'
C6	2250.00'	0°30'26"	19.91'	N47°07'19"E	19.91'
C7	31.00'	77°20'06"	41.84'	N84°45'57"E	38.74'
C8	31.00'	30°50'57"	16.69'	N71°59'29"W	16.49'
C9	31.00'	46°29'10"	25.15'	N69°20'28"E	24.47'



FINAL MAP OF
FIDDYMENT RANCH PHASE 3
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL-0364
BEING THE DESIGNATED REMAINDER AND LOT 19 OF THAT CERTAIN FINAL
MAP ENTITLED "FIDDYMENT RANCH PHASE 2A, FILED IN BOOK DD OF MAPS,
AT PAGE 88 OF O.R.P.C. AND SITUATE IN SECTIONS 13 AND 24, T11N., R.5E., M.D.M.
CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA

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

SEPTEMBER 2019

Sheet 10 of 10
1027.152

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 "CREEKVIEW - PHASE 1 LARGE LOT SUBDIVISION" AND THEY HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP AND HEREBY OFFER FOR DEDICATION AND DO HEREBY DEDICATE FOR SPECIFIC PURPOSES THE FOLLOWING:

THE REAL PROPERTY DESCRIBED BELOW IS IRREVOCABLY OFFERED FOR DEDICATION AS AN 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 FOR ELECTRIC, TELEPHONE AND TELEVISION SERVICES AND TRAFFIC CONTROL APPURTENANCES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS ALL THOSE AREAS SHOWN HEREON AS IOD/ROW (IRREVOCABLE OFFER OF DEDICATION/RIGHT OF WAY) AND THOSE STRIPS OF LAND LYING CONTIGUOUS TO THE RIGHT-OF-WAY AS SHOWN HEREON AND DESIGNATED "P.U.E." (PUBLIC UTILITY EASEMENT).
- (B) A PUBLIC EASEMENT FOR PEDESTRIAN / BICYCLE ACCESS AND THE INSTALLATION, REPAIR, REMOVAL OR REPLACEMENT OF LANDSCAPING TOGETHER WITH ANY AND ALL APPURTENANCES THERETO ON, OVER, UNDER AND ACROSS LOTS 4, 5, 6, 7, 10, 22 AND 23, AND THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "PASEO EASEMENT" (P.E.).
- (C) A PUBLIC EASEMENT FOR THE INGRESS AND EGRESS OF EMERGENCY VEHICLES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED EMERGENCY VEHICLE ACCESS EASEMENT (E.V.A.E.).
- (D) A PUBLIC EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF A BUS SHELTER TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER AND ACROSS THAT STRIP OF LAND SHOWN HEREON AND DESIGNATED "BUS SHELTER EASEMENT" (B.S.E.).
- (E) A PUBLIC EASEMENT FOR PEDESTRIAN AND BICYCLES ACCESS AND THE INSTALLATION AND MAINTENANCE OF THE BIKE PATH, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "BIKE PATH EASEMENT" (B.P.E.).
- (F) A PUBLIC EASEMENT FOR INGRESS AND EGRESS FOR THE PURPOSE OF CONSTRUCTION OF PUBLIC IMPROVEMENTS AND ANY AND ALL APPURTENANCES THERETO RELATED TO A STANDARD CITY OF ROSEVILLE PUBLIC STREET ON, OVER, UNDER, AND ACROSS BLUE OAKS BOULEVARD, WESTBROOK BOULEVARD, LOWER BANK DRIVE AND CLOUD DANCE DRIVE SHOWN HEREON AND DESIGNATED "CONSTRUCTION EASEMENT" (C.E.).

THE REAL PROPERTY DESCRIBED BELOW IS IRREVOCABLY OFFERED FOR DEDICATION IN FEE FOR PUBLIC PURPOSES:

- (A) AS PUBLIC RIGHT-OF-WAY BLUE OAKS BOULEVARD, BENCHMARK DRIVE, CLOUD DANCE DRIVE, DAYDREAM DRIVE, GRASSCREEK DRIVE, HOLT PARKWAY, LOWER BANK DRIVE, SKIPPING STONE WAY, WESTBROOK BOULEVARD AND WHISTLING BEND WAY, AND ALL THOSE AREAS SHOWN HEREON AS IOD/ROW (IRREVOCABLE OFFER OF DEDICATION/RIGHT OF WAY).
- (B) LOTS 28 AND 29 SHOWN HEREON TO THE CITY OF ROSEVILLE FOR PUBLIC OPEN SPACE PURPOSES.
- (C) LOTS 15 AND 18 SHOWN HEREON TO THE CITY OF ROSEVILLE FOR PUBLIC PARK PURPOSES.
- (D) LOT 21 SHOWN HEREON TO THE CITY OF ROSEVILLE FOR A SANITARY SEWER LIFT STATION SITE.
- (E) LOT 26 SHOWN HEREON TO THE CITY OF ROSEVILLE FOR RECYCLING CENTER SITE.
- (F) LOT 27 SHOWN HEREON TO THE CITY OF ROSEVILLE FOR WATER TREATMENT/WELL SITE.

ANTHEM UNITED CREEKVIEW DEVELOPMENTS LIMITED PARTNERSHIP
A WASHINGTON LIMITED PARTNERSHIP

BY: Brian Moore
Vice President

NOTARY'S ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF PLACER

ON April 15th, 2020 BEFORE ME, Renee C. Kelly, A NOTARY PUBLIC

PERSONALLY APPEARED - Brian Moore
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.

Renee C. Kelly
SIGNATURE PRINTED NAME

MY PRINCIPAL PLACE OF BUSINESS IS PLACER COUNTY

MY COMMISSION EXPIRES: 4/21/2021 MY COMMISSION NUMBER: 2192761

* OF CALIFORNIA THAT THE - KK

SUBDIVISION MAP ACT SECTION 66477.5 CERTIFICATE

PURSUANT TO SECTION 66477.5 OF THE SUBDIVISION MAP ACT THE CITY OF ROSEVILLE SHALL RECONVEY LOTS 21, 26 AND 27 AS DEDICATED HEREON, TO THE SUBDIVIDER NAMED BELOW IF THE CITY OF ROSEVILLE MAKES A DETERMINATION THAT THE SAME PUBLIC PURPOSE FOR WHICH THE PROPERTY WAS DEDICATED DOES NOT EXIST, OR THE PROPERTY OR ANY PORTION THEREOF IS NOT NEEDED FOR PUBLIC UTILITIES EXCEPT FOR ANY PORTION OF THE PROPERTY THAT IS REQUIRED FOR THE SAME PUBLIC PURPOSE OR PUBLIC UTILITIES.

SUBDIVIDER: ANTHEM UNITED CREEKVIEW DEVELOPMENTS LIMITED PARTNERSHIP
A WASHINGTON LIMITED PARTNERSHIP

ADDRESS: 3001 DOUGLAS BLVD., SUITE 200
ROSEVILLE, CA 95661

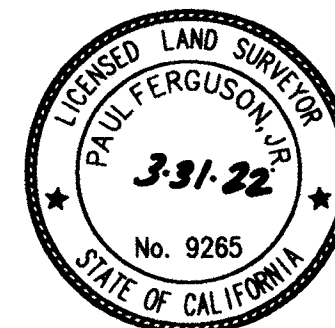
SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF ANTHEM UNITED CREEKVIEW DEVELOPMENTS LIMITED PARTNERSHIP, IN JANUARY, 2019, I HEREBY STATE THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN. THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE DECEMBER 31, 2022, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

MACKAY & SOMPS CIVIL ENGINEERS, INC.

BY: Paul Ferguson
PAUL FERGUSON, JR., PLS 9265
EXPIRATION DATE: MARCH 31, 2022

DATE: 4/13/20

**CITY ENGINEER'S STATEMENT**

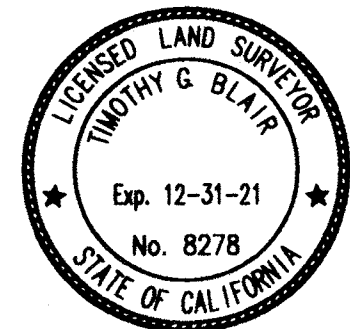
I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "CREEKVIEW - PHASE 1 LARGE LOT SUBDIVISION" AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

Marc Stout DATE: 4/16/20
MARC STOUT, R.C.E. 69879
CITY ENGINEER, CITY OF ROSEVILLE
LICENSE EXPIRES: SEPTEMBER 30, 2020

I HEREBY STATE THAT I AM SATISFIED THIS FINAL MAP OF "CREEKVIEW - PHASE 1 LARGE LOT SUBDIVISION" IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

Timothy G. Blair DATE: 4/16/20
TIMOTHY G. BLAIR, PLS 8278
EXPIRES DECEMBER 31, 2021

**CITY CLERK'S STATEMENT**

I HEREBY CERTIFY THAT THE CITY COUNCIL, CITY OF ROSEVILLE, HAS APPROVED THIS FINAL MAP OF "CREEKVIEW - PHASE 1 LARGE LOT SUBDIVISION", BUT REJECTS AT THIS TIME ON BEHALF OF THE PUBLIC, BUT RESERVES THE RIGHT TO ACCEPT AT A LATER DATE, ALL IRREVOCABLE OFFERS OF DEDICATION IN ACCORDANCE WITH THE TERMS OF THOSE OFFERS, AND HEREBY APPROVES THE ABANDONMENT OF THE EASEMENT LISTED HEREON WITHIN NOTE 3 ON SHEET 2.

Sonia Ornela
CITY CLERK, CITY OF ROSEVILLE
DATE: 4/16/2020 BY: _____
ASSISTANT CITY CLERK

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2020, AT _____ M. IN BOOK _____ OF MAPS, AT PAGE _____, IN THE OFFICE OF THE PLACER COUNTY RECORDER, AT THE REQUEST OF MACKAY & SOMPS CIVIL ENGINEERS, INC.

Ryan Reno DOCUMENT NO: 2020-CD51034
RECORDER OF PLACER COUNTY
STATE OF CALIFORNIA
Deputy FEE: \$ 125.00

**FINAL MAP OF
CREEKVIEW - PHASE 1
LARGE LOT SUBDIVISION
SUBDIVISION No. PL18-0190**

BEING A MERGER AND RE-SUBDIVISION OF RESULTANT PARCELS 1, 2, 3 AND 4 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON JULY 18, 2019 AS INSTRUMENT NO. 2019-0050338, AND A PORTION OF THE NORTHEAST ONE-QUARTER OF SECTION 14 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON MAY 24, 2019 AS INSTRUMENT NO. 2019-0034778, OFFICIAL RECORDS OF PLACER COUNTY, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

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

APRIL 2020

SHEET 1 OF 15 18431.RST

SEE SHEET 2 FOR TRUSTEE'S STATEMENT AND ACKNOWLEDGMENT

TRUSTEE'S STATEMENT

FIRST AMERICAN TITLE COMPANY, A NEBRASKA CORPORATION, AS TRUSTEE UNDER DEED OF TRUST RECORDED ON MAY 24, 2019, AS INSTRUMENT NO. 2019-34783, OFFICIAL RECORDS OF PLACER COUNTY, AGAINST THE LAND HEREIN SHOWN CONSENTS TO THE MAKING AND FILING OF THIS MAP.

BY: [Signature] - Robin Nieto
Vice President

BY: _____

NOTARY'S ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF Placer

ON April 15, 2020 BEFORE ME, V. Murphy, A NOTARY PUBLIC

PERSONALLY APPEARED Robin Nieto
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] V. Murphy
SIGNATURE PRINTED NAME

MY PRINCIPAL PLACE OF BUSINESS IS Placer COUNTY

MY COMMISSION EXPIRES: Dec. 29, 2022 MY COMMISSION NUMBER: 22609216

NOTES:

- ALL CURVES ARE DIMENSIONED WITH RADIUS, DELTA, ARC LENGTH, CHORD BEARING AND CHORD LENGTH. DISTANCES SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF AND ARE "GROUND" DISTANCES. DUE TO ROUNDING, THE SUM OF INDIVIDUAL DIMENSIONS MAY NOT EQUAL THE OVERALL DIMENSION.
- TOTAL AREA FOR THIS SUBDIVISION IS 461.327± ACRES, CONSISTING OF 18 LARGE LOTS, 1 COMMERCIAL LOT, 7 LANDSCAPE LOTS, 2 PUBLIC PARK LOTS, 2 PUBLIC OPEN SPACE LOTS, 1 CITY SANITARY SEWER LIFT STATION LOT, 1 CITY RECYCLING CENTER LOT AND 1 CITY WATER TREATMENT/WELL LOT.
- PURSUANT TO GOVERNMENT CODE SECTION 66434(G), THE FOLLOWING PUBLIC EASEMENT IS HEREBY ABANDONED:
 - HIGHWAY EASEMENT DEED TO THE COUNTY OF PLACER RECORDED IN BOOK 3841, AT PAGE 544, O.R.P.C., LYING WITHIN LOTS 6 AND 7, AND BLUE OAKS BOULEVARD.
- THIS PROPERTY IS SUBJECT TO AN EASEMENT FOR INGRESS, EGRESS AND UTILITY PURPOSES AND INCIDENTAL PURPOSES RECORDED ON SEPTEMBER 14, 1981 AS INSTRUMENT NO. 35702, IN BOOK 2431, AT PAGE 645, O.R.
- THIS PROPERTY IS SUBJECT TO THE PROVISIONS OF A REPORT OF A MINOR SUBDIVISION, SUBDIVISIONS NO. P-75146, FOR THE PAYMENT OF FEES TO RELIEVE OVERCROWDING OF SCHOOL SERVING THE AREA RECORD ON MARCH 5, 1990 IN BOOK 3841, AT PAGE 538, O.R.
- THIS PROPERTY IS SUBJECT TO THE THE TERMS AND PROVISIONS CONTAINED IN THAT CERTAIN DOCUMENT ENTITLED "DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND GRANITE BAY INVESTORS II, LLC, PHILLIPS ROAD 160 INVESTORS LIMITED PARTNERSHIP, PHILLIPS 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" RECORDED ON NOVEMBER 28, 2012 AS INSTRUMENT NO. 2012-0113752, O.R. AND THE SUBSEQUENT ASSIGNMENTS OF DEVELOPMENT AGREEMENT AS FOLLOWS:
 - THAT DOCUMENT ENTITLED "ASSIGNMENT OF DEVELOPMENT AGREEMENT" FROM CHUANG FAMILY PARTNERSHIP, A CALIFORNIA PARTNERSHIP, FELIX CHUANG AND MARK CHUANG TO ANTHEM UNITED CREEKVIEW DEVELOPMENTS LIMITED PARTNERSHIP, A WASHINGTON LIMITED PARTNERSHIP, RECORDED ON MARCH 13, 2019 AS INSTRUMENT NO. 2019-0015249. O.R.
 - THAT DOCUMENT ENTITLED "ASSIGNMENT OF DEVELOPMENT AGREEMENT" FROM PHILLIPS ROAD 160 INVESTORS, A CALIFORNIA LIMITED PARTNERSHIP, TO ANTHEM UNITED CREEKVIEW DEVELOPMENTS LIMITED PARTNERSHIP, A WASHINGTON LIMITED PARTNERSHIP, RECORDED ON MAY 24, 2019 AS INSTRUMENT NO. 2019-0015249. O.R.
 - THAT DOCUMENT ENTITLED "ASSIGNMENT OF DEVELOPMENT AGREEMENT" FROM PHILLIPS ROAD LAND, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, SOULE INVESTMENTS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, AND J & KED ENTERPRISES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, TO ANTHEM UNITED CREEKVIEW DEVELOPMENTS LIMITED PARTNERSHIP, A WASHINGTON LIMITED PARTNERSHIP, RECORDED ON MARCH 13, 2019 AS INSTRUMENT NO. 2019-0034780 O.R.
 - THAT DOCUMENT ENTITLED "ASSIGNMENT OF DEVELOPMENT AGREEMENT" FROM BENNETT WEST ROSEVILLE, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, AND DECOU WEST ROSEVILLE, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, TO ANTHEM UNITED CREEKVIEW DEVELOPMENTS LIMITED PARTNERSHIP, A WASHINGTON LIMITED PARTNERSHIP, RECORDED ON MARCH 13, 2019 AS INSTRUMENT NO. 2019-0034781 O.R.
 - THAT DOCUMENT ENTITLED "ASSIGNMENT OF DEVELOPMENT AGREEMENT" FROM BLUE OAKS-ROSEVILLE, LP, A WASHINGTON LIMITED PARTNERSHIP, TO ANTHEM UNITED CREEKVIEW DEVELOPMENTS LIMITED PARTNERSHIP, A WASHINGTON LIMITED PARTNERSHIP, RECORDED ON MARCH 13, 2019 AS INSTRUMENT NO. 2019-0034782 O.R.
- THIS PROPERTY IS SUBJECT TO THAT DOCUMENT ENTITLED "ASSIGNMENT OF LEASES, RENTS AND PURCHASE AGREEMENTS" RECORDED MAY 24, 2019 AS INSTRUMENT NO. 2019-0034784, O.R.

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS MAP IS N 89°30'20" E AS SHOWN ON THE SOUTH LINE OF SECTION 14 PER THAT CERTAIN FINAL MAP ENTITLED "WESTPARK - PHASE 4 LARGE LOT SUBDIVISION" FILED FOR RECORD ON AUGUST 16, 2013 IN BOOK CC OF MAPS, AT PAGE 53, PLACER COUNTY RECORDS.

REFERENCES:

- DOC.# 2019-0050337 (LLA)
- 9 R.S. 56
- 17 P.M. 102
- 18 R.S. 15
- 18 R.S. 64
- BB MAPS 88
- CC MAPS 53
- EE MAPS 51

LEGEND:

- DIMENSION POINT
- FOUND MONUMENT AS NOTED
- ◆ FOUND SECTION CORNER AS NOTED
- FOUND QUARTER CORNER AS NOTED
- ⌀ SET 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 9265"
- ⊙ SET COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 9265"
- AC. ACRES
- BNDY BOUNDARY
- B.P.E. BIKE PATH EASEMENT
- B.S.E. BUS SHELTER EASEMENT
- C.E. CONSTRUCTION EASEMENT
- ESMT EASEMENT
- E.V.A.E. EMERGENCY VAEHICLE ACCESS EASEMENT
- FD FOUND
- IOD/ROW IRREVOCABLE OFFER OF DEDICATION/RIGHT-OF-WAY
- I.P. IRON PIPE
- LLA LOT LINE ADJUSTMENT
- OD OUTSIDE DIAMETER
- (OA) OVERALL
- O.R. OFFICIAL RECORDS OF PLACER COUNTY
- P.E. PASEO EASEMENT
- PGE PACIFIC GAS AND ELECTRIC COMPANY
- P.M. PARCEL MAP
- P.U.E. PUBLIC UTILITY EASEMENT
- R.S. RECORD OF SURVEY
- (R) RADIAL BEARING
- S.F. SQUARE FEET
- (X) SHEET INDEX
- BOUNDARY
- LOT LINE
- ADJACENT PROPERTY
- RIGHT-OF-WAY
- EASEMENT/I.O.D.
- EASEMENT/I.O.D.

FINAL MAP OF
CREEKVIEW - PHASE 1
LARGE LOT SUBDIVISION
SUBDIVISION No. PL18-0190

BEING A MERGER AND RE-SUBDIVISION OF RESULTANT PARCELS 1, 2, 3 AND 4 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON JULY 18, 2019 AS INSTRUMENT NO. 2019-0050338, AND A PORTION OF THE NORTHEAST ONE-QUARTER OF SECTION 14 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON MAY 24, 2019 AS INSTRUMENT NO. 2019-0034778, OFFICIAL RECORDS OF PLACER COUNTY, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

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SHEET 2 OF 15 18431.RST

LARGE LOT #	L.L.T.M. PLAN #	S.L.T.M. PLAN #
1	C-41	C-41
2	C-42	C-42
3	C-25	C-25
4	LC-1	LC-1
5	LC-2	LC-2
6	LC-10	LC-10
7	LC-11	LC-11
8	C-70	C-70
9	C-17	C-17
10	LC-12	LC-12
11	C-24	C-24
12	C-23	C-23
13	C-13	C-13
14	C-14	C-14
15	C-63	C-63
16	C-15	C-15
17	C-12	C-12
18	C-62	C-62
19	C-11	C-11
20	C-10	C-10
21	C-82	C-82
22	LC-3	LC-3
23	LC-4	LC-4
24	C-16	C-16
25	C-43	C-43
26	C-83	C-83
27	C-84	C-84
28	C-54	C-54
29	C-53	C-53
30	-	-
31	-	-
32	-	-
33	-	-



0 250 500 1000
SCALE: 1"=500'

FINAL MAP OF
CREEKVIEW - PHASE 1
LARGE LOT SUBDIVISION
SUBDIVISION No. PL18-0190

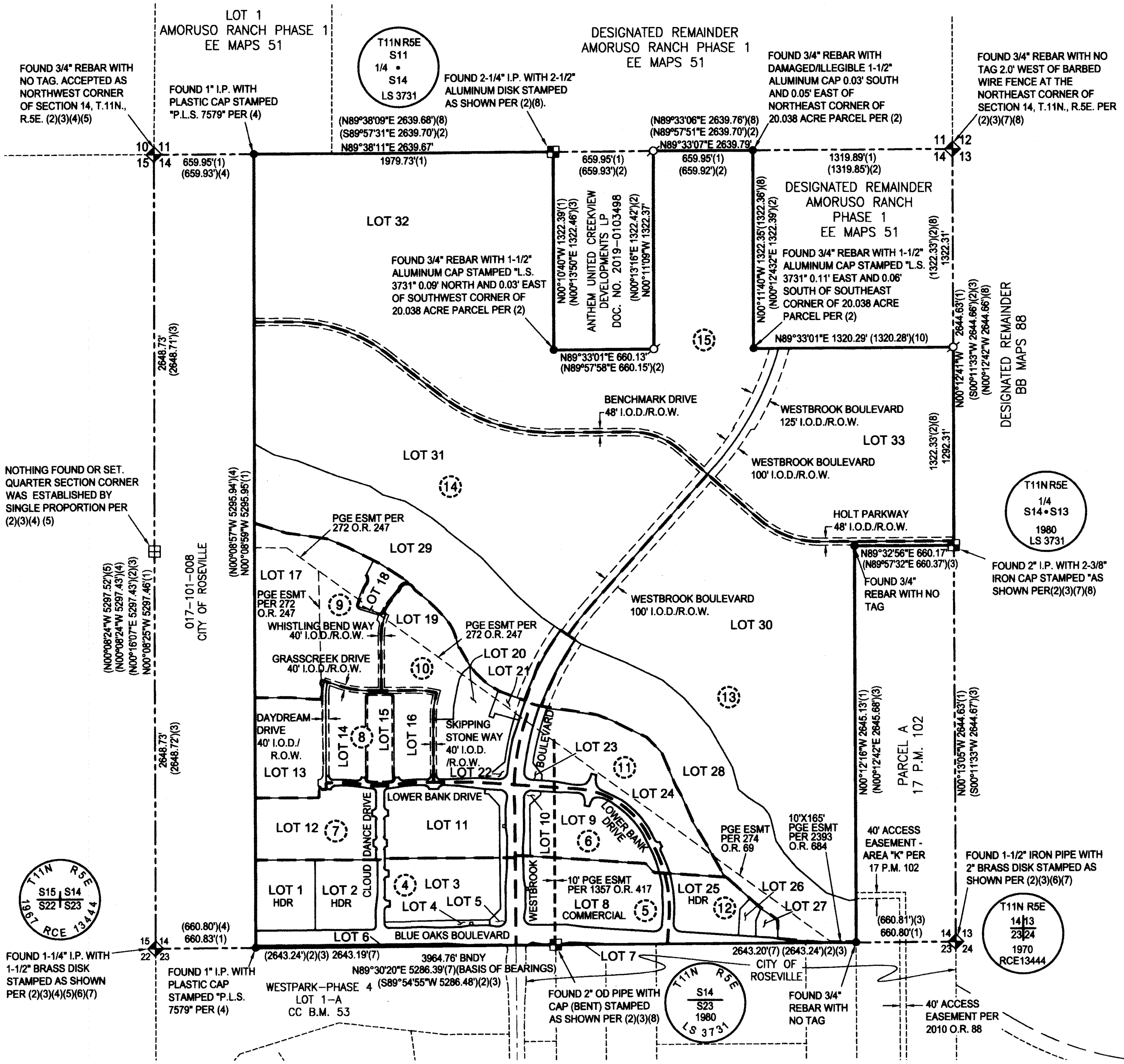
BEING A MERGER AND RE-SUBDIVISION OF RESULTANT PARCELS 1, 2, 3 AND 4 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON JULY 18, 2019 AS INSTRUMENT NO. 2019-0050338, AND A PORTION OF THE NORTHEAST ONE-QUARTER OF SECTION 14 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON MAY 24, 2019 AS INSTRUMENT NO. 2019-0034778, OFFICIAL RECORDS OF PLACER COUNTY, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

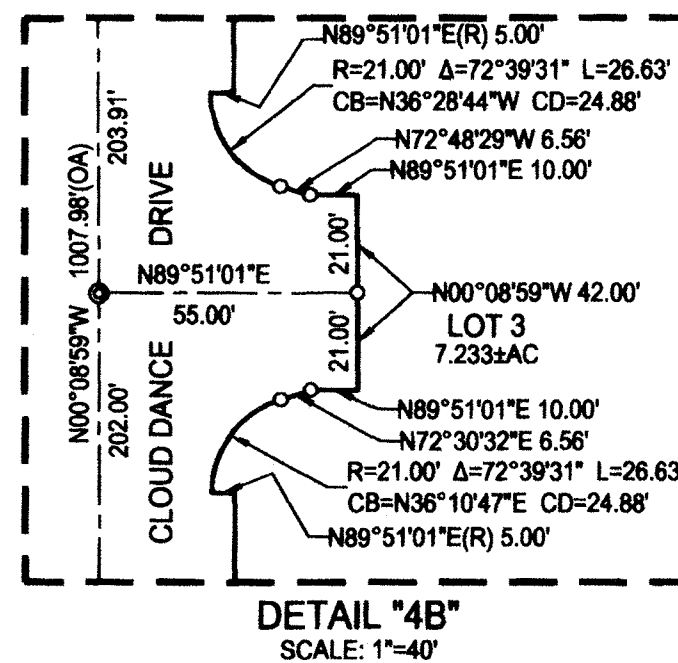
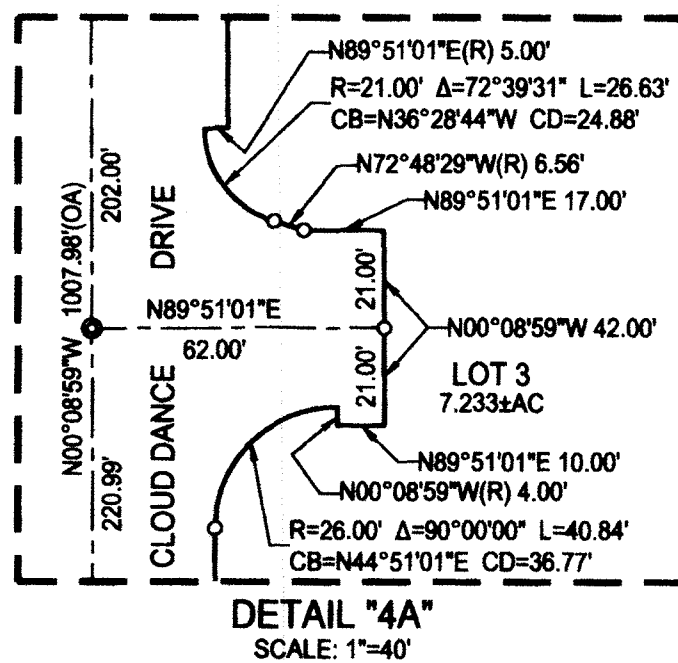
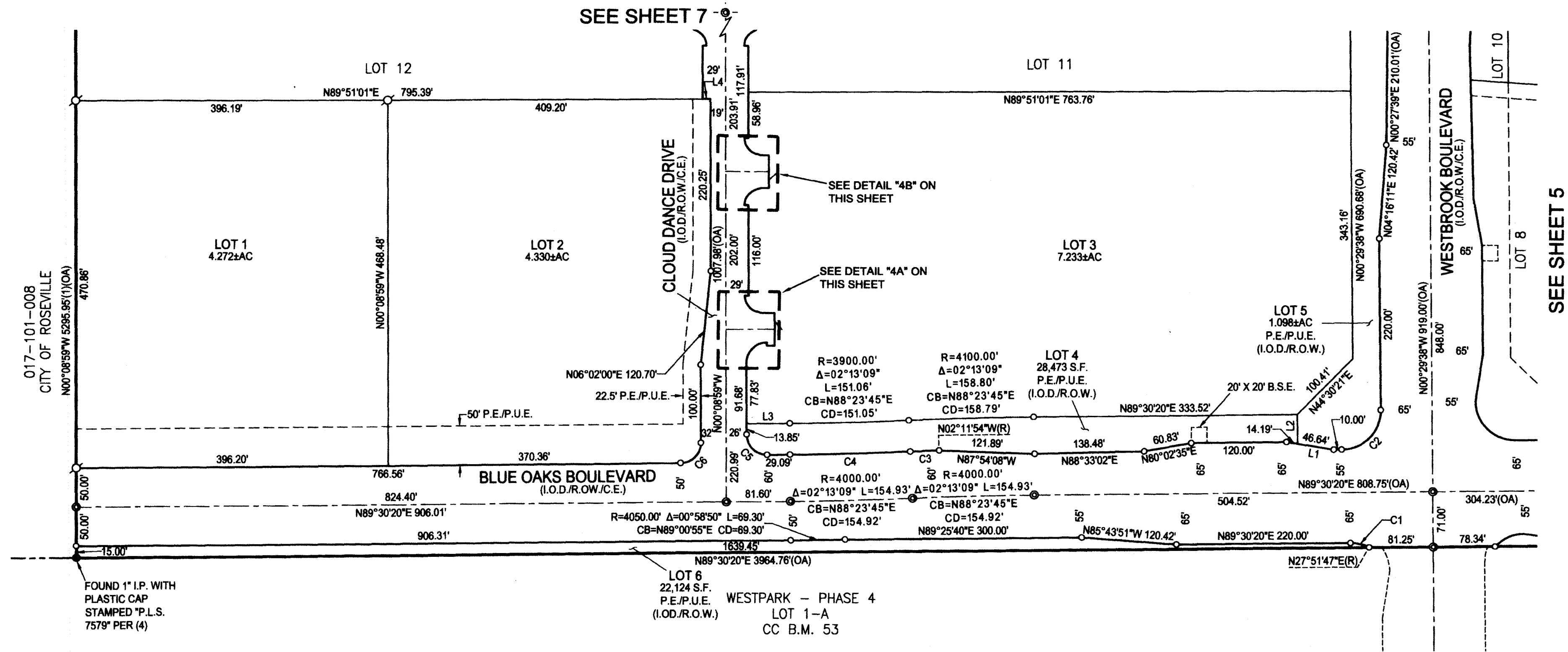
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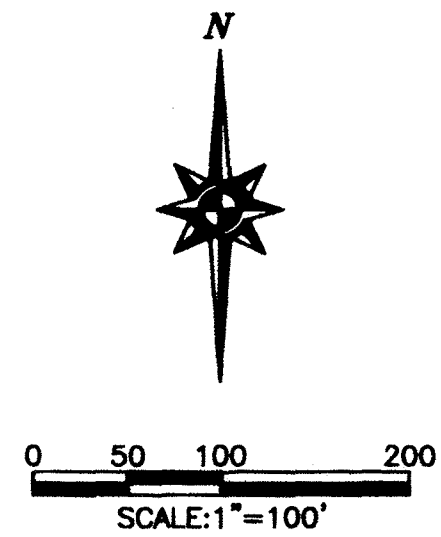
SEE SHEET 2 FOR NOTES, BASIS OF BEARINGS, REFERENCES AND LEGEND





Line Table		
Line #	Bearing	Length
L1	N81°01'56"W	60.83'
L2	N00°29'40"W	37.33'
L3	N89°30'20"E	55.00'
L4	N89°51'01"E	10.00'

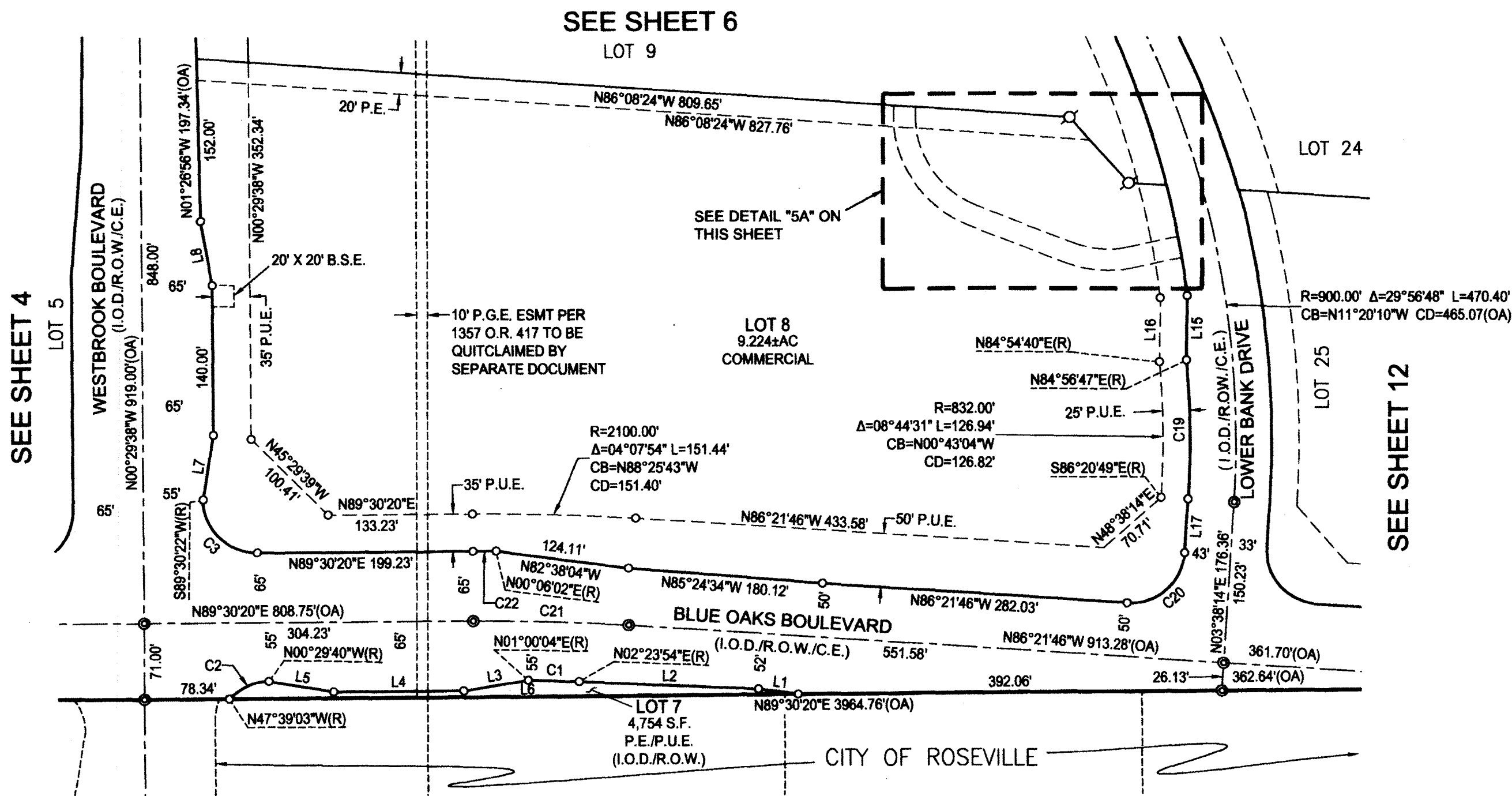
Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C1	50.00'	28°21'27"	24.75'	N76°18'56"W	24.49'
C2	50.00'	89°59'58"	78.54'	N44°30'21"E	70.71'
C3	4060.00'	00°30'56"	36.52'	N87°32'39"E	36.52'
C4	3940.00'	02°13'09"	152.61'	N88°23'45"E	152.60'
C5	26.00'	90°20'42"	41.00'	N45°19'19"W	36.88'
C6	26.00'	89°39'18"	40.68'	N44°40'41"E	36.66'



FINAL MAP OF
CREEKVIEW - PHASE 1
LARGE LOT SUBDIVISION
SUBDIVISION No. PL18-0190

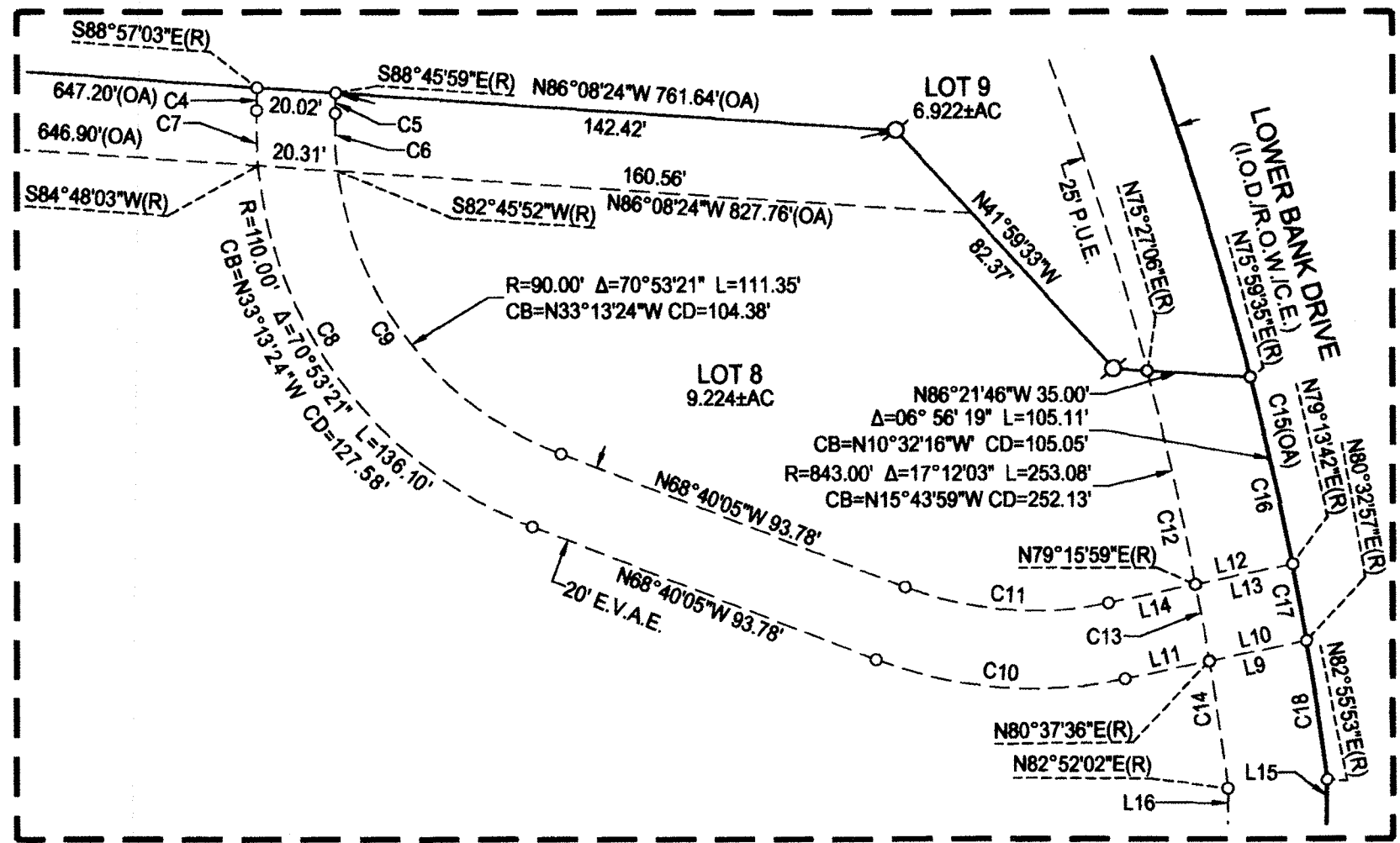
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SHEET 4 OF 15 18431.RST



Line Table		
Line #	Bearing	Length
L1	N82°29'17"W	37.05'
L2	N87°36'06"W	165.67'
L3	N80°39'36"E	60.72'
L4	N89°30'20"E	120.00'
L5	N81°01'56"W	60.83'
L6	N89°30'20"E	526.20'
L7	N08°58'06"E	60.83'
L8	N10°15'56"W	60.88'
L9	N77°56'30"E	47.09'
L10	N77°56'30"E	25.03'
L11	N77°56'30"E	22.06'
L12	N77°56'30"E	47.77'
L13	N77°56'30"E	25.00'
L14	N77°56'30"E	22.77'
L15	N00°46'21"E	60.00'
L16	N00°47'55"E	59.56'
L17	N03°38'14"E	50.23'

Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C1	1945.00'	01°23'50"	47.43'	N88°18'01"W	47.43'
C2	50.00'	47°09'23"	41.15'	N65°55'38"E	40.00'
C3	50.00'	90°00'02"	78.54'	N45°29'39"W	70.71'
C4	285.00'	01°10'19"	5.83'	N01°38'07"E	5.83'
C5	305.00'	00°59'15"	5.26'	N01°43'39"E	5.26'
C6	90.00'	09°27'24"	14.85'	N02°30'26"W	14.84'
C7	110.00'	07°25'14"	14.25'	N01°29'21"W	14.24'
C8	110.00'	63°28'07"	121.85'	N36°56'01"W	115.72'
C9	90.00'	61°25'57"	96.50'	N37°57'06"W	91.94'
C10	110.00'	33°23'25"	64.10'	N85°21'47"W	63.20'
C11	90.00'	33°23'25"	52.45'	N85°21'47"W	51.71'
C12	843.00'	03°48'53"	56.13'	N12°38'27"W	56.12'
C13	843.00'	01°21'37"	20.01'	N10°03'12"W	20.01'
C14	843.00'	02°14'27"	32.97'	N08°15'11"W	32.97'
C15	868.00'	17°17'37"	261.99'	N15°42'55"W	261.00'
C16	868.00'	03°14'07"	49.01'	N12°23'22"W	49.01'
C17	868.00'	01°19'15"	20.01'	N10°06'40"W	20.01'
C18	868.00'	02°22'57"	36.09'	N08°15'34"W	36.09'
C19	857.00'	08°41'28"	130.00'	N00°42'30"W	129.87'
C20	50.00'	90°00'00"	78.54'	N48°38'14"E	70.71'
C21	2000.00'	04°07'54"	144.23'	N88°25'43"W	144.19'
C22	2065.00'	00°35'42"	21.45'	N89°48'11"E	21.45'



0 50 100 200
SCALE: 1"=100'

FINAL MAP OF
CREEKVIEW - PHASE 1
LARGE LOT SUBDIVISION
SUBDIVISION No. PL18-0190

BEING A MERGER AND RE-SUBDIVISION OF RESULTANT PARCELS 1, 2, 3 AND 4 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON JULY 18, 2019 AS INSTRUMENT NO. 2019-0050338, AND A PORTION OF THE NORTHEAST ONE-QUARTER OF SECTION 14 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON MAY 24, 2019 AS INSTRUMENT NO. 2019-0034778, OFFICIAL RECORDS OF PLACER COUNTY, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

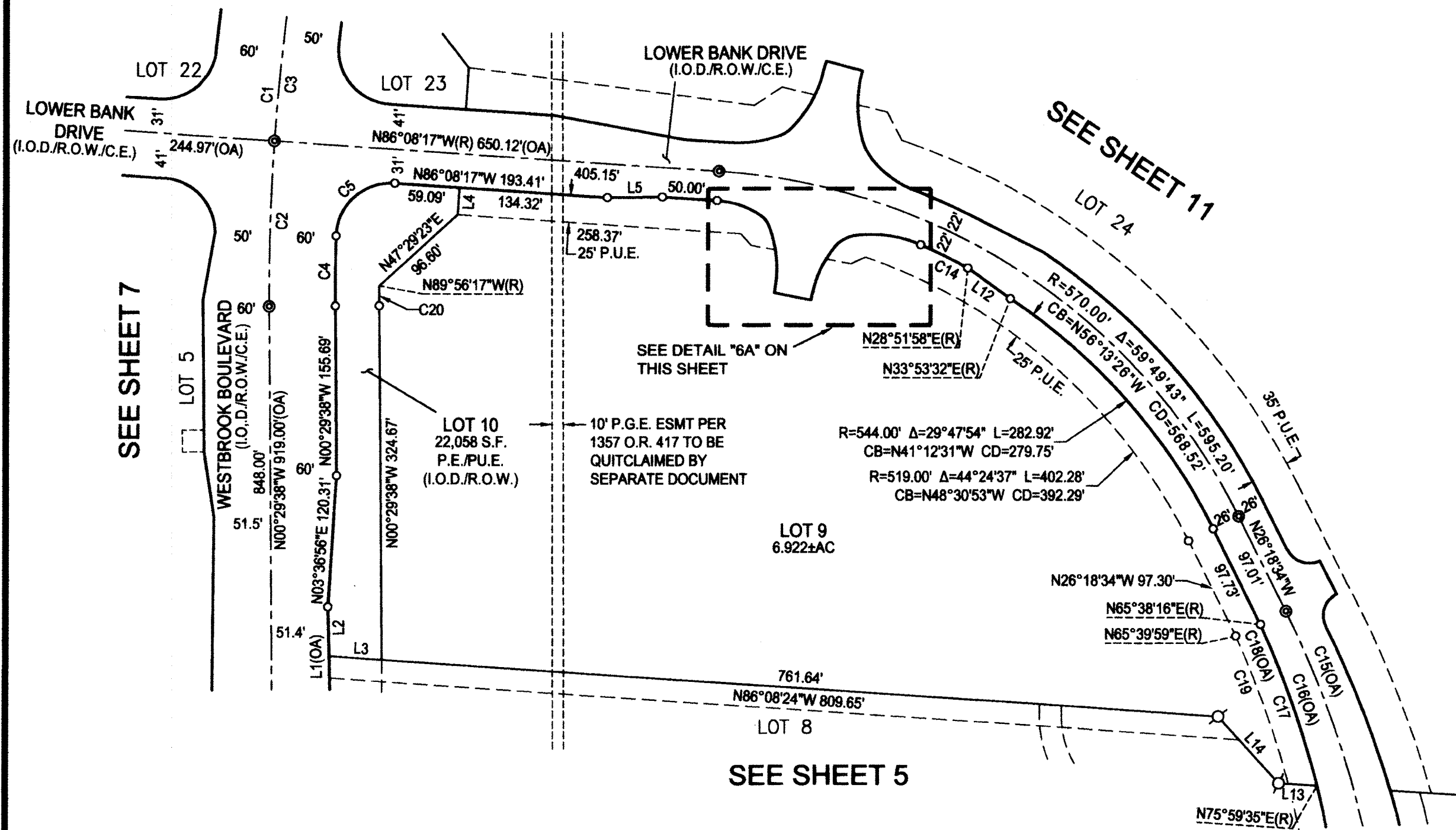
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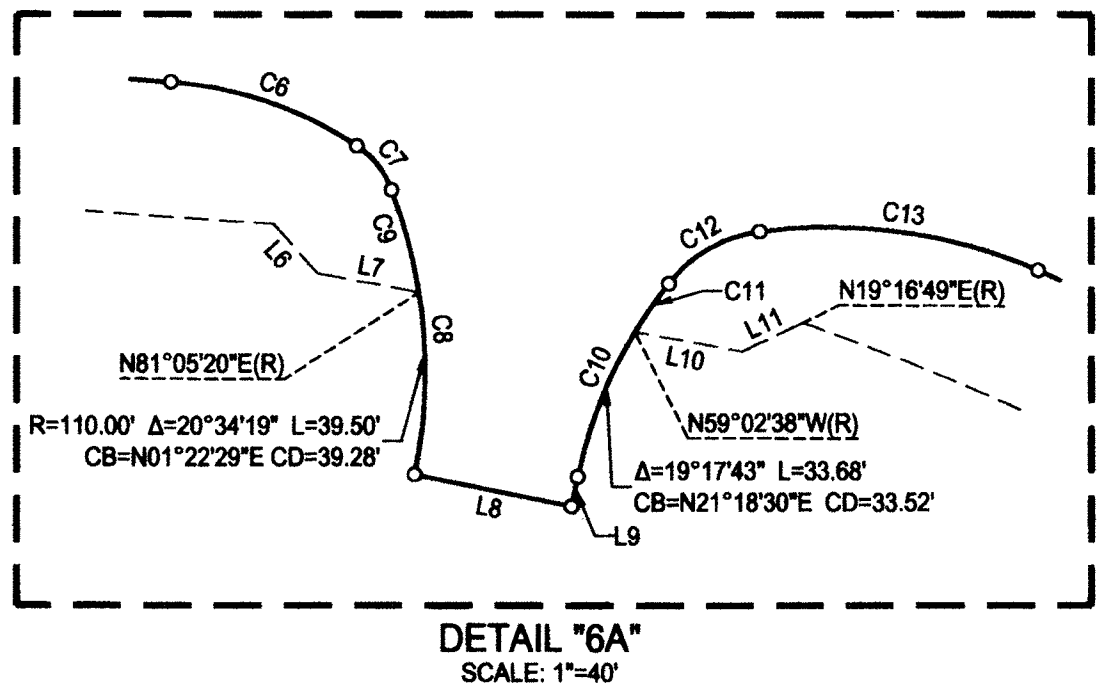
SHEET 5 OF 15 18431.RST

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

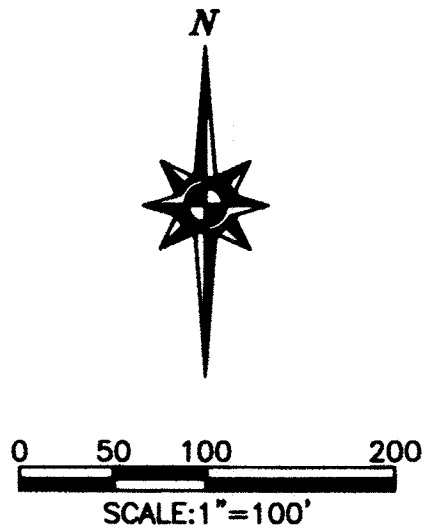


Line Table		
Line #	Bearing	Length
L1	N01°26'56"W	197.34'
L2	N01°26'56"W	45.34'
L3	N86°08'24"W	48.00'
L4	N03°51'43"E	25.00'
L5	N89°17'17"E	50.16'
L6	N41°08'17"W	14.14'
L7	N79°27'57"W	22.03'
L8	N78°20'22"W(R)	34.00'
L9	N11°39'38"E	6.52'
L10	N79°27'57"W	23.35'
L11	N64°38'11"E	14.36'
L12	N53°50'59"W	48.05'
L13	N86°21'46"W	35.00'
L14	N41°59'33"W	82.37'

Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C1	2000.00'	34°58'27"	1220.83'	N16°59'35"E	1201.96'
C2	2000.00'	04°21'21"	152.05'	N01°41'02"E	152.01'
C3	2000.00'	30°37'06"	1068.78'	N19°10'16"E	1056.11'
C4	1940.00'	01°53'58"	64.32'	N00°27'21"E	64.32'
C5	50.00'	92°27'23"	80.68'	N47°38'02"E	72.21'
C6	80.00'	30°28'00"	42.54'	N70°54'17"W	42.04'
C7	20.00'	34°50'33"	12.16'	N38°15'00"W	11.98'
C8	110.00'	32°29'22"	62.38'	N04°35'03"W	61.54'
C9	110.00'	11°55'03"	22.88'	N14°52'12"W	22.84'
C10	100.00'	26°34'24"	46.38'	N24°56'50"E	45.96'
C11	100.00'	07°16'41"	12.70'	N34°35'42"E	12.69'
C12	30.00'	43°59'00"	23.03'	N60°13'33"E	22.47'
C13	110.00'	31°37'22"	60.71'	N81°58'16"W	59.94'
C14	548.00'	05°01'33"	48.07'	N63°38'48"W	48.05'
C15	900.00'	29°56'48"	470.40'	N11°20'10"W	465.07'
C16	868.00'	17°17'37"	261.99'	N15°42'55"W	261.00'
C17	868.00'	10°21'19"	156.88'	N19°11'04"W	156.66'
C18	843.00'	17°12'03"	253.08'	N15°43'59"W	252.13'
C19	843.00'	09°47'07"	143.97'	N19°26'27"W	143.80'
C20	1900.00'	00°33'21"	18.43'	N00°12'58"W	18.43'



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



FINAL MAP OF
CREEKVIEW - PHASE 1
LARGE LOT SUBDIVISION
SUBDIVISION No. PL18-0190

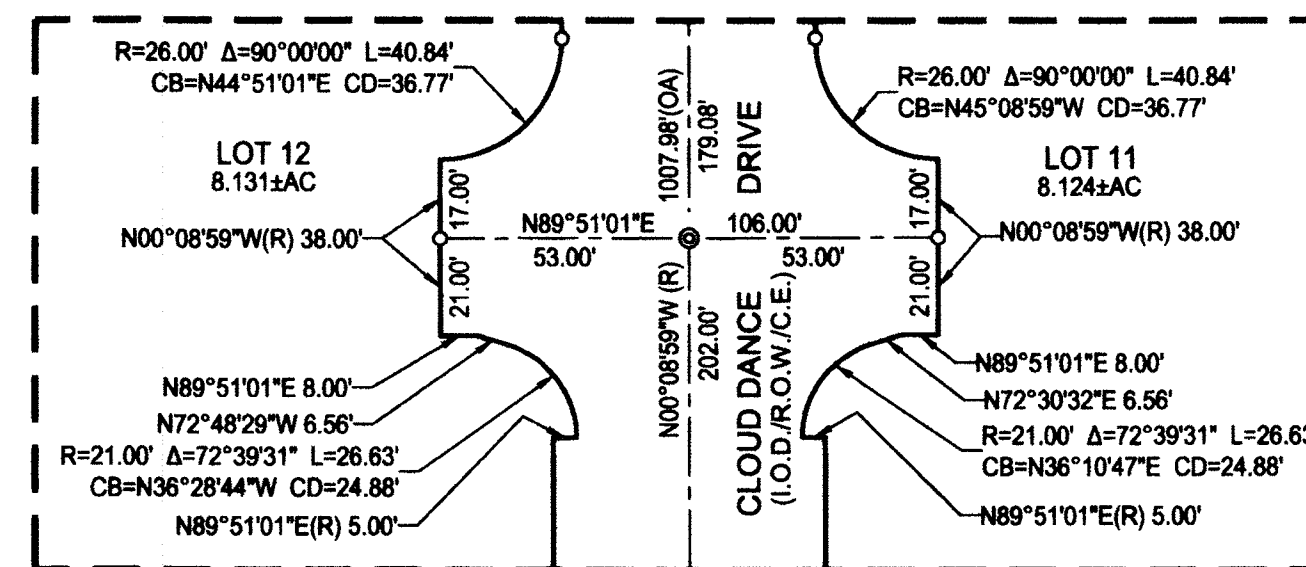
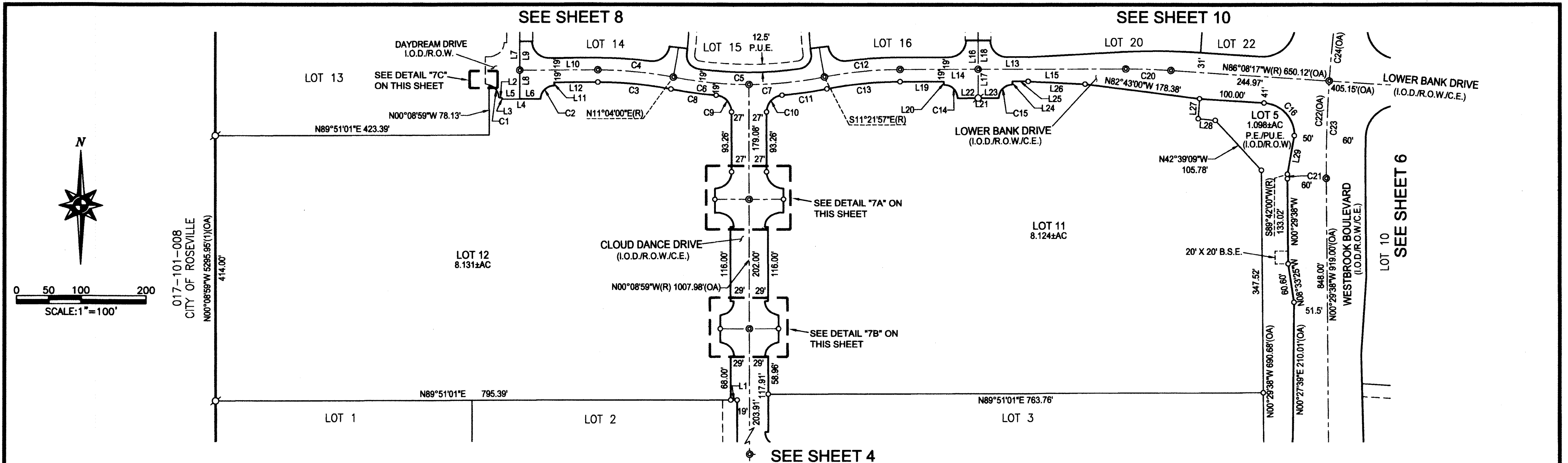
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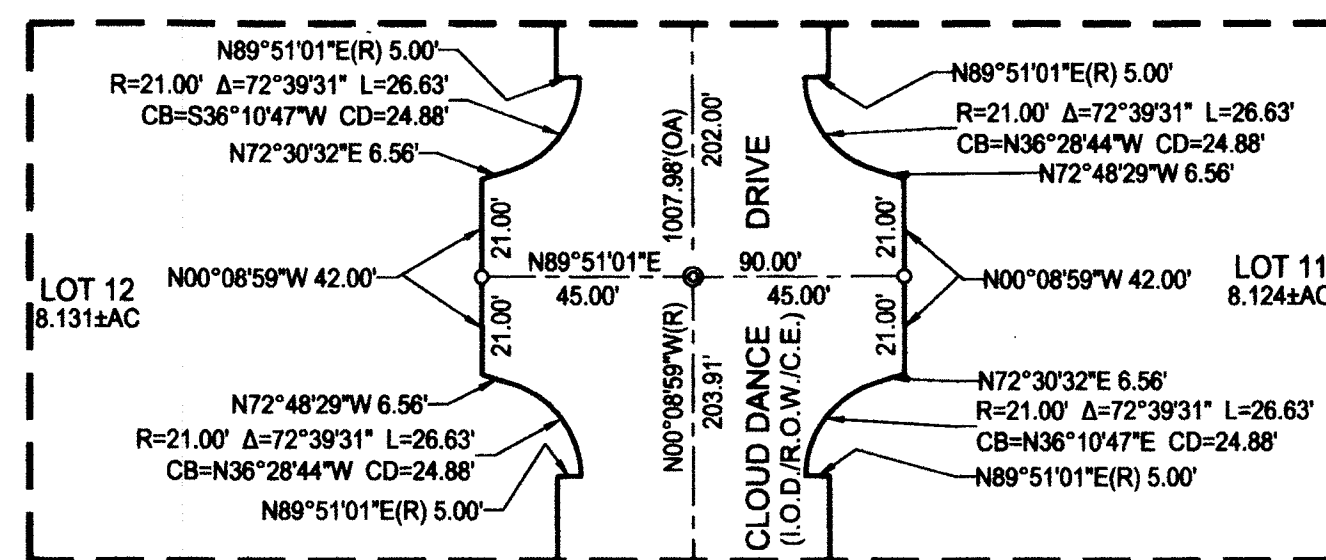
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SHEET 6 OF 15 18431.RST



DETAIL "7A"
SCALE: 1"=40'

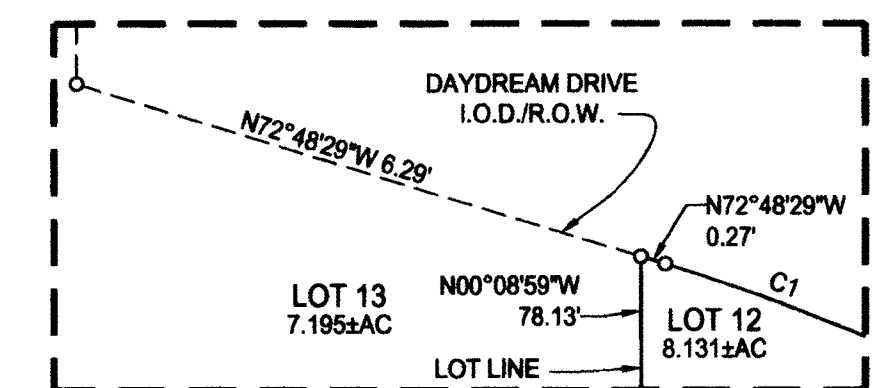


DETAIL "7B"
SCALE: 1"=40'

Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C1	21.00'	72°39'31"	26.83'	N36°28'44"W	24.88'
C2	21.00'	90°00'00"	32.99'	N44°51'01"E	29.70'
C3	581.00'	11°12'59"	113.74'	N84°32'29"W	113.56'
C4	600.00'	11°12'59"	117.46'	N84°32'29"W	117.27'
C5	600.00'	22°25'58"	234.91'	N89°51'01"E	233.42'
C6	600.00'	11°12'59"	117.46'	N84°32'29"W	117.27'
C7	600.00'	11°12'59"	117.46'	N84°14'32"E	117.27'
C8	619.00'	06°30'11"	70.26'	N82°11'05"W	70.22'
C9	26.00'	85°17'12"	38.70'	N42°47'35"W	35.23'
C10	26.00'	85°17'12"	38.70'	N42°29'37"E	35.23'
C11	619.00'	06°30'11"	70.26'	N81°53'08"E	70.22'
C12	600.00'	11°12'59"	117.46'	N84°14'32"E	117.27'
C13	581.00'	11°12'59"	113.74'	N84°14'32"E	113.56'
C14	21.00'	90°00'00"	32.99'	N45°08'59"W	29.70'
C15	21.00'	90°00'00"	32.99'	N44°51'01"E	29.70'
C16	50.00'	87°30'59"	76.37'	N42°22'48"W	69.16'
C20	1000.00'	04°00'41"	70.01'	N88°08'38"W	70.00'
C21	2060.00'	00°11'39"	6.98'	N00°23'49"W	6.98'
C22	2000.00'	34°58'27"	1220.83'	N16°59'35"E	1201.96'
C23	2000.00'	04°21'21"	152.05'	N01°41'02"E	152.01'
C24	2000.00'	30°37'06"	1068.78'	N19°10'16"E	1056.11'

Line Table		
Line #	Bearing	Length
L1	N89°51'01"E	10.00
L2	N89°51'01"E(R)	5.00
L3	N00°08'59"W	2.00
L4	N89°51'01"E(R)	59.00
L5	N89°51'01"E	27.00
L6	N89°51'01"E(R)	32.00
L7	N00°08'59"W	631.42
L8	N00°08'59"W	45.00
L9	N00°08'59"W	45.00
L10	N89°51'01"E(R)	120.58
L11	N00°08'59"W	5.00
L12	N89°51'01"E	67.58
L13	N89°51'01"E	347.88
L14	N89°51'01"E	120.58
L15	N89°51'01"E	227.29
L16	N00°08'59"W	90.00
L17	N00°08'59"W	45.00
L18	N00°08'59"W	45.00
L19	N89°51'01"E	67.58
L20	N00°08'59"W	5.00

Line Table		
Line #	Bearing	Length
L21	N89°51'01"E(R)	64.0
L22	N89°51'01"E(R)	32.0
L23	N89°51'01"E(R)	32.0
L24	N00°08'59"W(R)	5.0
L25	N89°51'01"E	24.3
L26	N87°08'59"W	87.0
L27	N03°51'43"E	31.3
L28	N84°33'18"W	26.3
L29	N09°58'16"E	61.0



DETAIL "7C"
NTS

**FINAL MAP OF
CREEKVIEW - PHASE 1
LARGE LOT SUBDIVISION
SUBDIVISION No. PL18-0190**

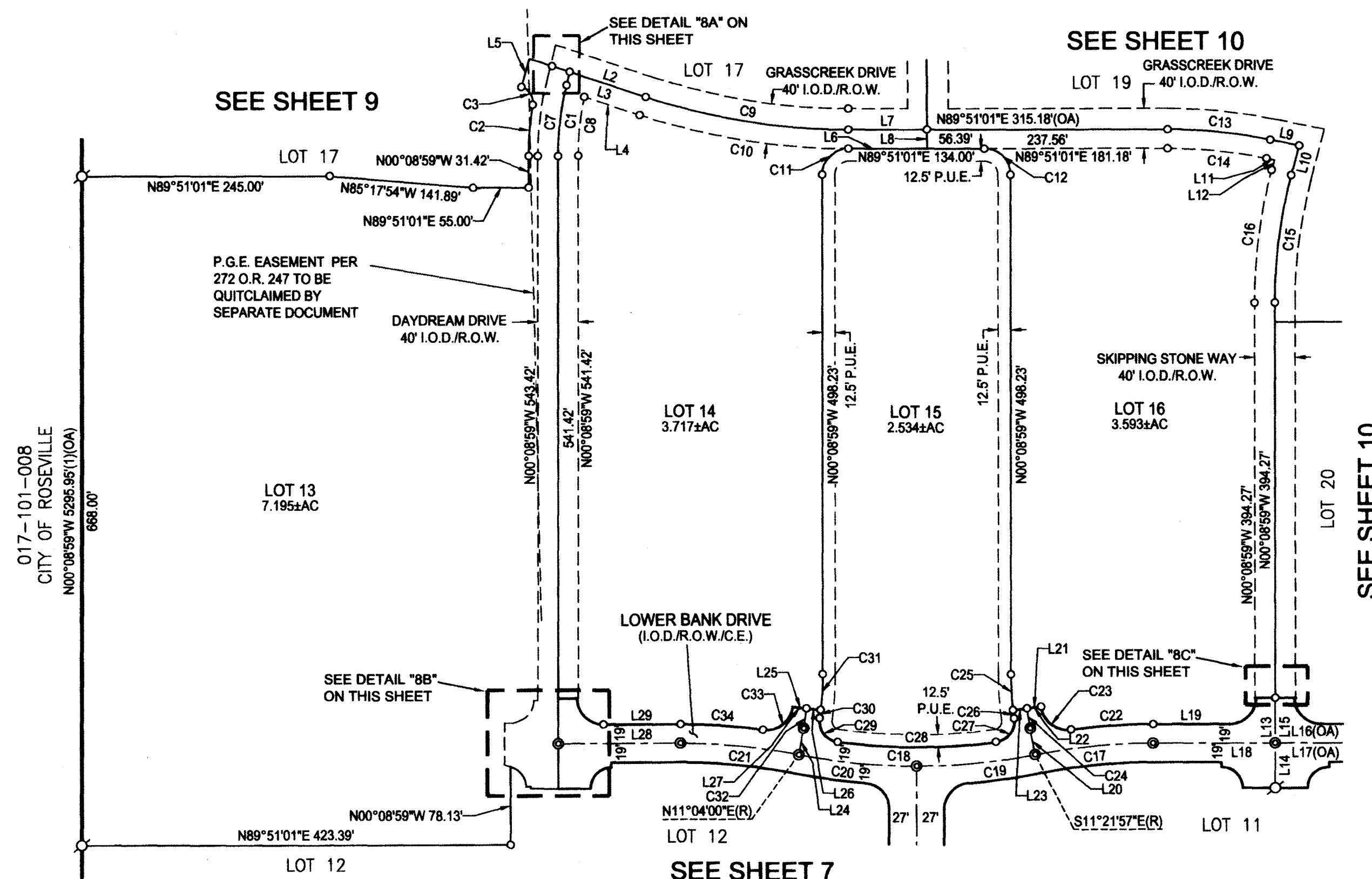
BEING A MERGER AND RE-SUBDIVISION OF RESULTANT PARCELS 1, 2, 3 AND 4 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON JULY 18, 2019 AS INSTRUMENT NO. 2019-0050338, AND A PORTION OF THE NORTHEAST ONE-QUARTER OF SECTION 14 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON MAY 24, 2019 AS INSTRUMENT NO. 2019-0034778, OFFICIAL RECORDS OF PLACER COUNTY, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

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SHEET 7 OF 15 18431.RST

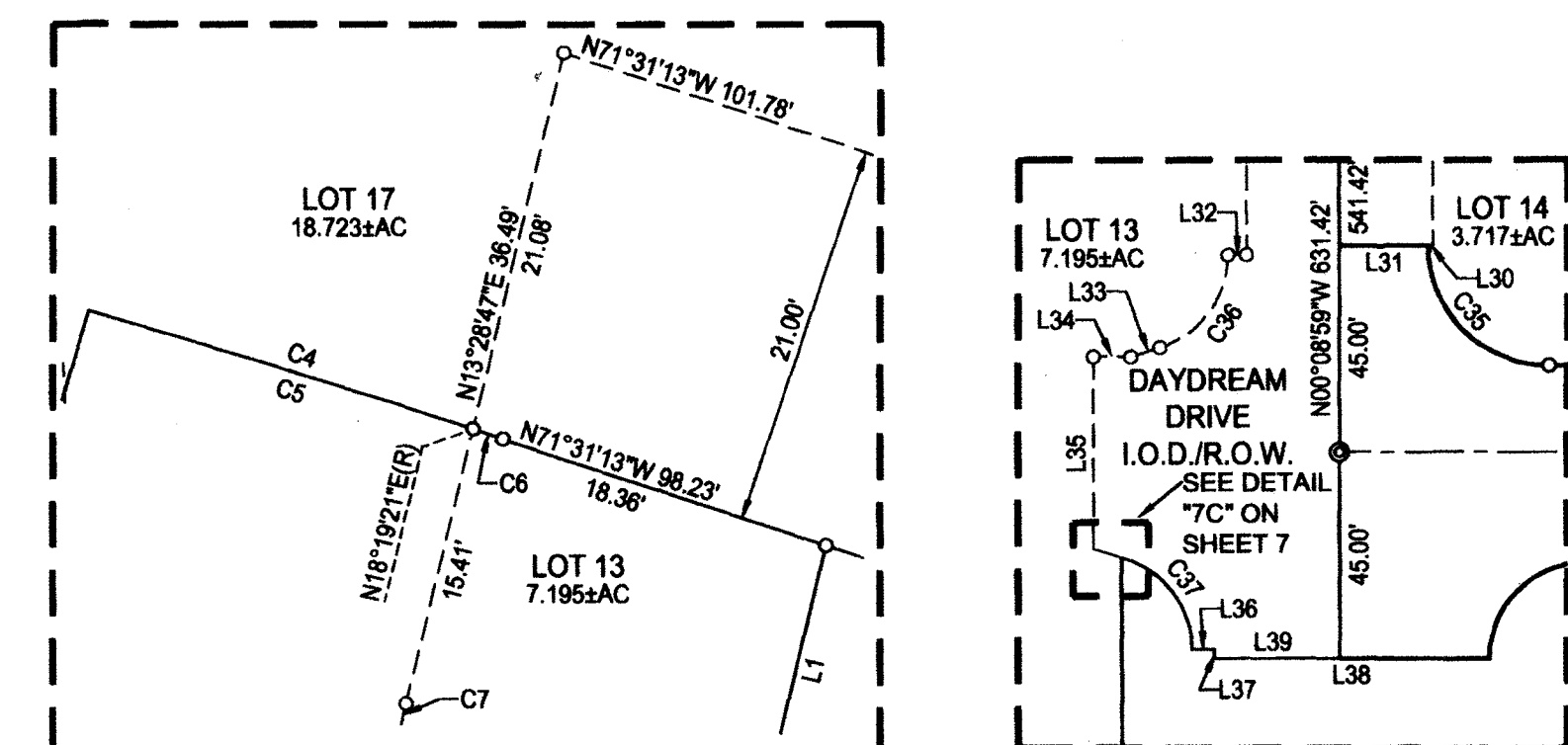
SEE SHEET 2 FOR NOTES, BASIS OF BEARINGS, REFERENCES AND LEGEND



Line Table		
Line #	Bearing	Length
L1	N13°28'47"E	13.66
L2	N71°31'13"W	98.23
L3	N71°31'13"W	79.87
L4	N71°31'13"W	58.04
L5	N16°20'12"E(R)	29.00
L6	N89°51'01"E	77.61
L7	N89°51'01"E	77.61
L8	N00°08'59"W	19.00
L9	N78°25'28"W	28.96
L10	N14°34'32"E	30.45
L11	N78°25'28"W	7.96
L12	N14°34'32"E	10.37
L13	N00°08'59"W	90.00
L14	N00°08'59"W	45.00
L15	N00°08'59"W	45.00

Line Table		
Line #	Bearing	Length
L16	N89°51'01"E	347.8
L17	N89°51'01"E	227.2
L18	N89°51'01"E	120.5
L19	N89°51'01"E	75.5
L20	N10°29'21"W	26.9
L21	N83°20'20"E(R)	28.0
L22	N83°20'20"E(R)	14.0
L23	N83°20'20"E(R)	14.0
L24	N10°11'24"E	26.9
L25	N83°38'17"W(R)	28.0
L26	N83°38'17"W(R)	14.0
L27	N83°38'17"W(R)	14.0
L28	N89°51'01"E	120.5
L29	N89°51'01"E	75.5
L30	N89°51'01"E(R)	1.0

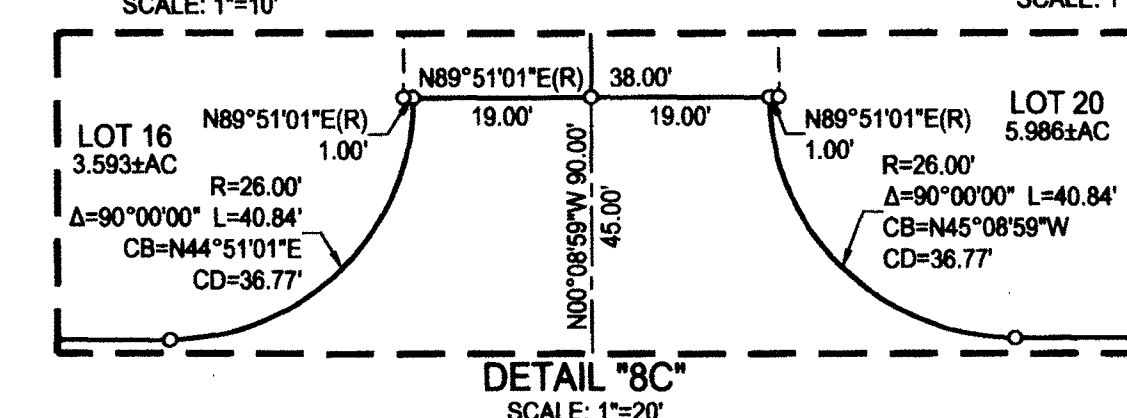
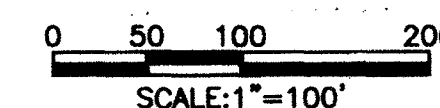
Line Table		
Line #	Bearing	Length
L31	N89°51'01"E(R)	19.00'
L32	N89°51'01"E(R)	4.00'
L33	N72°30'32"E	6.56'
L34	N89°51'01"E	8.00'
L35	N00°08'59"W	42.00'
L36	N89°51'01"E(R)	5.00'
L37	N00°08'59"W	2.00'
L38	N89°51'01"E	59.00'
L39	N89°51'01"E	27.00'



Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C1	300.00'	13°37'45"	71.36'	N06°39'54"E	71.19'
C2	329.00'	08°57'35"	51.45'	N04°19'49"E	51.40'
C3	16.00'	82°28'24"	23.03'	N32°25'36"W	21.09'
C4	625.00'	02°08'34"	23.38'	N72°35'31"W	23.37'
C5	625.00'	01°59'09"	21.66'	N72°40'13"W	21.66'
C6	625.00'	00°09'26"	1.72'	N71°35'56"W	1.72'
C7	320.00'	13°37'45"	76.12'	N06°39'54"E	75.94'
C8	280.00'	12°09'40"	59.43'	N05°55'51"E	59.32'
C9	625.00'	18°37'45"	203.21'	N80°50'06"W	202.32'
C10	644.00'	18°37'45"	209.39'	N80°50'06"W	208.47'
C11	26.00'	90°00'00"	40.84'	N44°51'01"E	36.77'
C12	26.00'	90°00'00"	40.84'	N45°08'59"W	36.77'
C13	500.00'	11°43'31"	102.32'	N84°17'13"W	102.14'
C14	481.00'	11°43'31"	98.43'	N84°17'13"W	98.26'
C15	500.00'	14°43'31"	128.50'	N07°12'47"E	128.15'

Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C16	520.00'	14°43'31"	133.64'	N07°12'47"E	133.27'
C17	600.00'	11°12'59"	117.46'	N84°14'32"E	117.27'
C18	600.00'	22°25'58"	234.91'	N89°51'01"E	233.42'
C19	600.00'	11°12'59"	117.46'	N84°14'32"E	117.27'
C20	600.00'	11°12'59"	117.46'	N84°32'29"W	117.27'
C21	600.00'	11°12'59"	117.46'	N84°32'29"W	117.27'
C22	619.00'	07°32'57"	81.56'	N86°04'33"E	81.50'
C23	26.00'	91°02'16"	41.31'	N52°10'48"W	37.10'
C24	300.00'	03°49'41"	20.04'	N08°34'31"W	20.04'
C25	314.00'	06°30'42"	35.69'	N03°24'19"W	35.67'
C26	314.00'	01°30'26"	8.26'	N07°24'53"W	8.26'
C27	21.00'	90°17'38"	33.09'	N36°58'42"E	29.77'
C28	581.00'	15°27'01"	156.67'	N89°51'01"E	156.20'
C29	21.00'	90°17'38"	33.09'	N37°16'39"W	29.77'
C30	314.00'	01°30'26"	8.26'	N07°06'56"E	8.26'

Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C31	314.00'	06°30'42"	35.69'	N03°06'22"E	35.69'
C32	300.00'	03°49'41"	20.04'	N08°16'34"E	20.04'
C33	26.00'	91°02'16"	41.31'	N51°52'51"E	37.10'
C34	619.00'	07°32'57"	81.56'	N86°22'30"W	81.56'
C35	26.00'	90°00'00"	40.84'	N45°08'59"W	36.77'
C36	21.00'	72°39'31"	26.63'	N36°10'47"E	24.88'
C37	21.00'	72°39'31"	26.63'	N36°28'44"W	24.88'



FINAL MAP OF CREEKVIEW - PHASE 1 LARGE LOT SUBDIVISION SUBDIVISION No. PL 18-0190

BEING A MERGER AND RE-SUBDIVISION OF RESULTANT PARCELS 1, 2, 3 AND 4 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON JULY 18, 2019 AS INSTRUMENT NO. 2019-0050338, AND A PORTION OF THE NORTHEAST ONE-QUARTER OF SECTION 14 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON MAY 24, 2019 AS INSTRUMENT NO. 2019-0034778, OFFICIAL RECORDS OF PLACER COUNTY, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

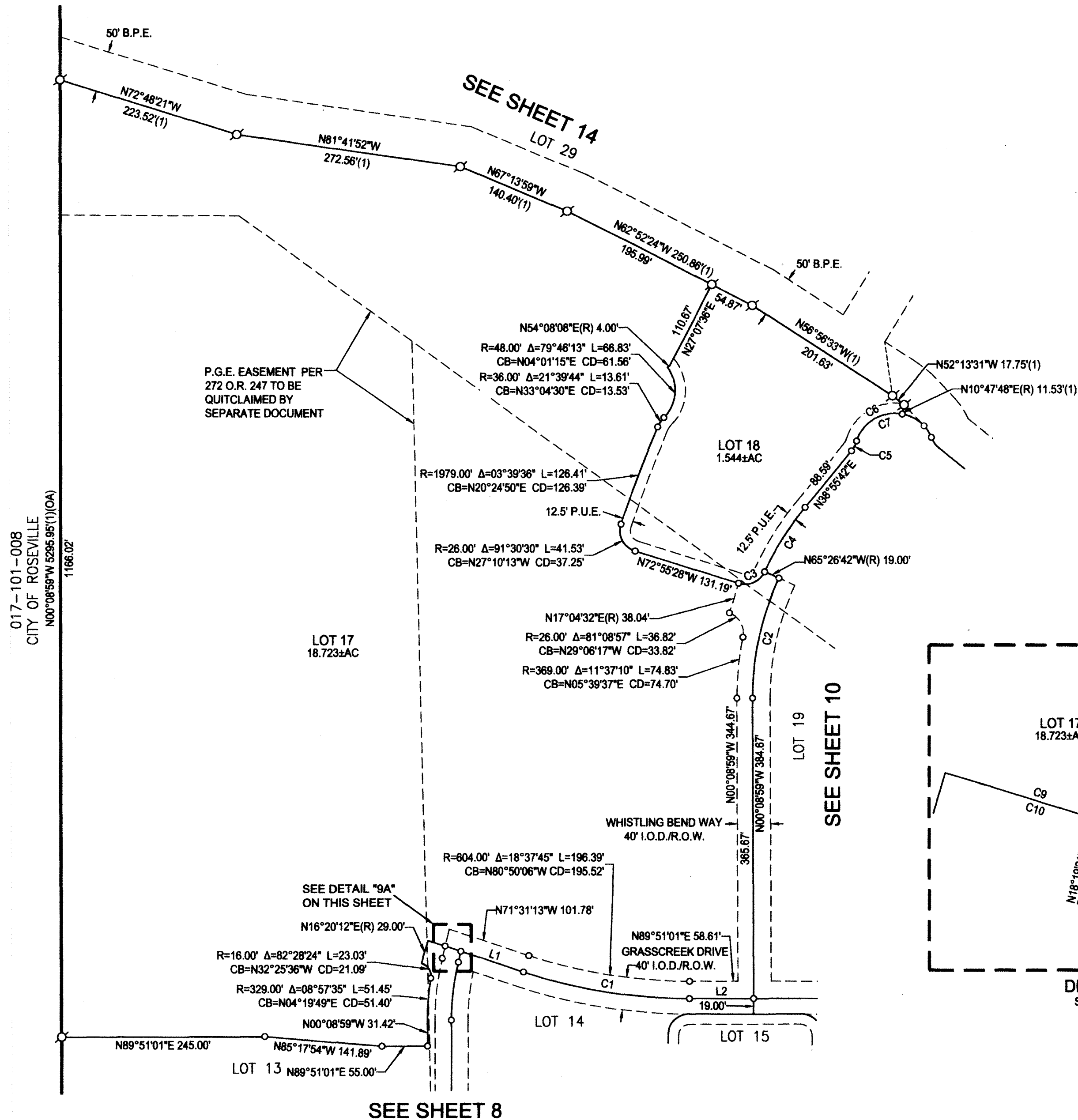
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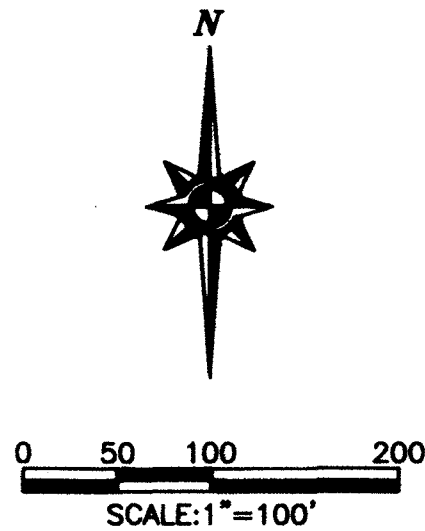
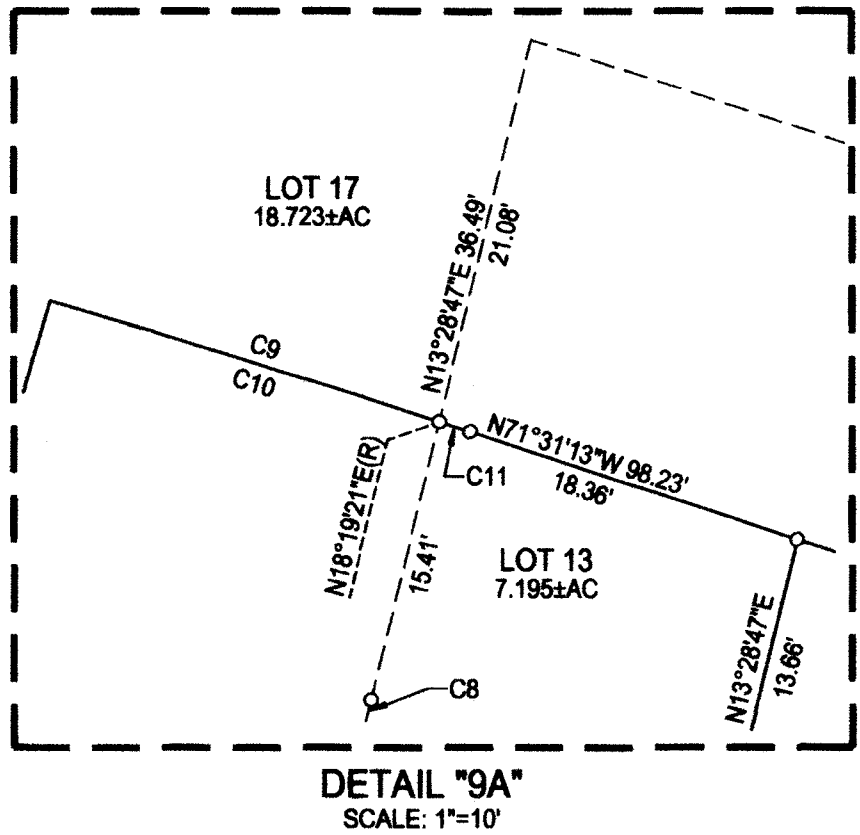
SHEET 8 OF 15 18431.RST

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



Line Table		
Line #	Bearing	Length
L1	N71°31'13\"W	98.23'
L2	N89°51'01\"E	77.61'

Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C1	625.00'	18°37'45"	203.21'	N80°50'06\"W	202.32'
C2	350.00'	24°42'16"	150.91'	N12°12'09\"E	149.74'
C3	26.00'	82°31'14"	37.45'	N65°48'55\"E	34.29'
C4	369.00'	14°22'25"	92.57'	N31°44'30\"E	92.33'
C5	36.00'	21°47'12"	13.69'	N28°02'06\"E	13.61'
C6	48.00'	83°39'18"	70.08'	N58°58'09\"E	64.02'
C7	48.00'	140°01'45"	117.31'	N87°09'23\"E	90.22'
C8	320.00'	13°37'45"	76.12'	N06°39'54\"E	75.94'
C9	625.00'	02°08'34"	23.38'	N72°35'31\"W	23.37'
C10	625.00'	01°59'09"	21.66'	N72°40'13\"W	21.66'
C11	625.00'	00°09'26"	1.72'	N71°35'56\"W	1.72'



FINAL MAP OF
CREEKVIEW - PHASE 1
LARGE LOT SUBDIVISION
SUBDIVISION No. PL18-0190

BEING A MERGER AND RE-SUBDIVISION OF RESULTANT PARCELS 1, 2, 3 AND 4 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON JULY 18, 2019 AS INSTRUMENT NO. 2019-0050338, AND A PORTION OF THE NORTHEAST ONE-QUARTER OF SECTION 14 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON MAY 24, 2019 AS INSTRUMENT NO. 2019-0034778, OFFICIAL RECORDS OF PLACER COUNTY, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

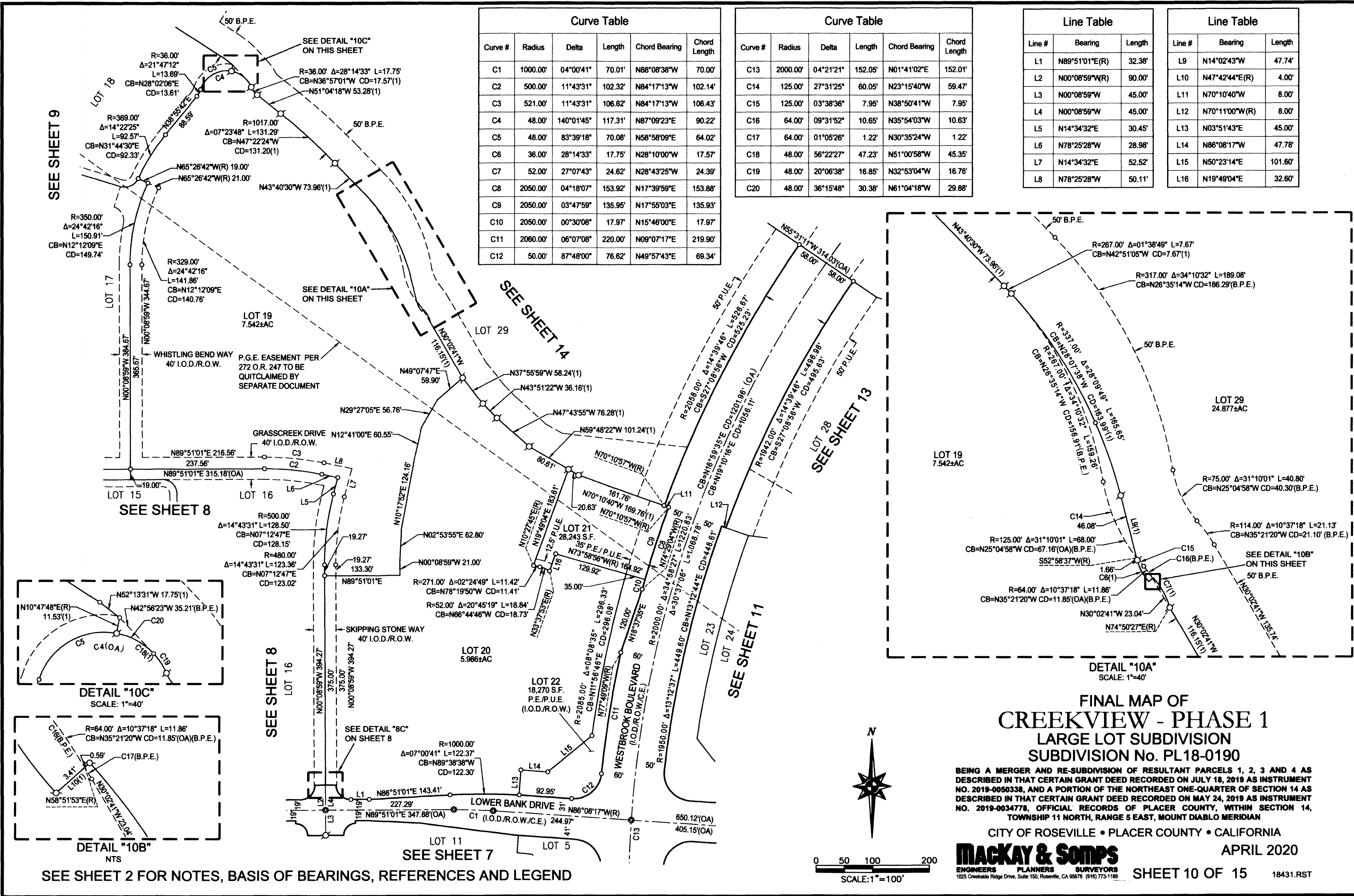
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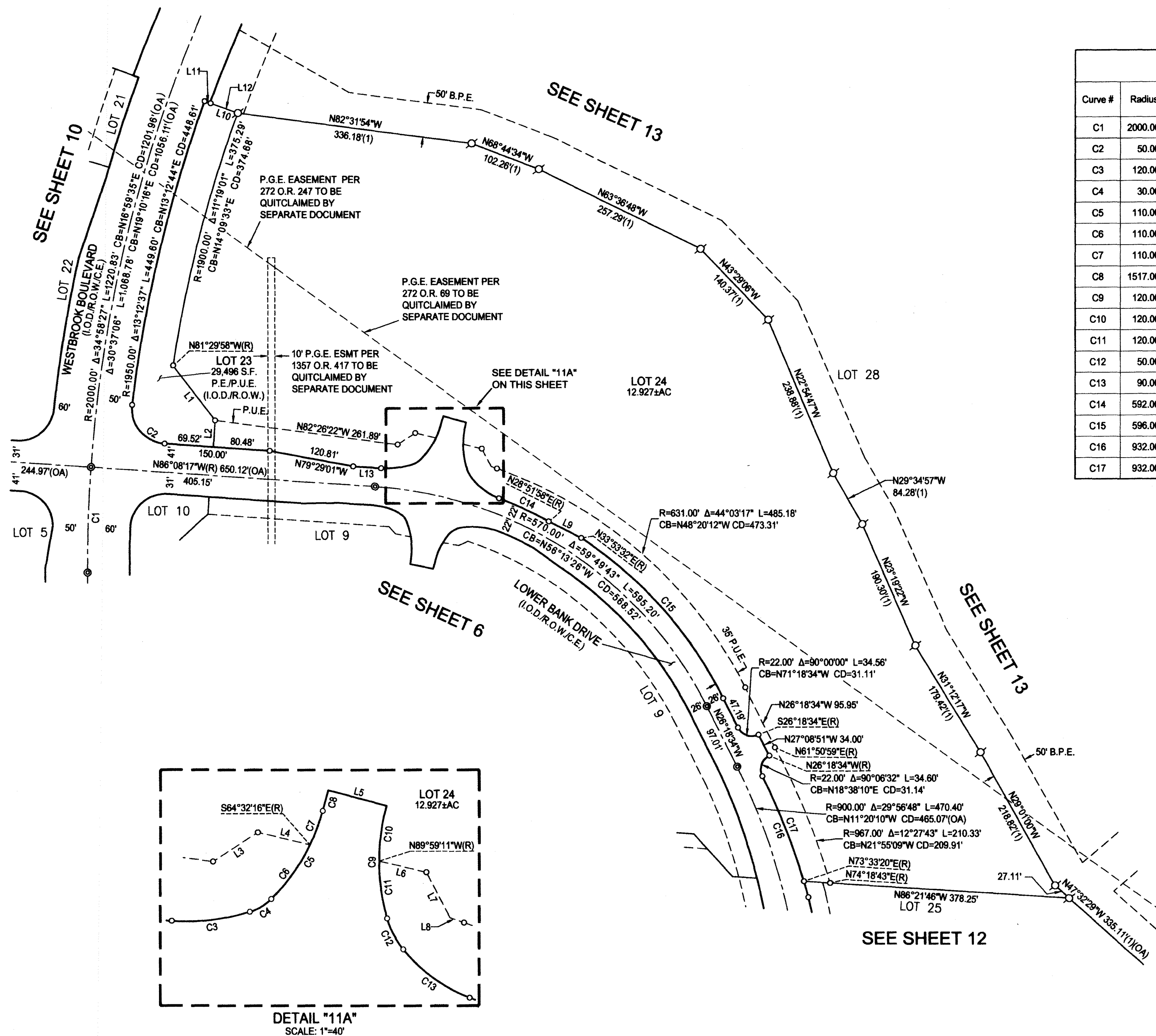
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SHEET 9 OF 15 18431.RST

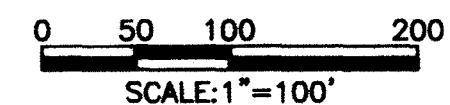
SEE SHEET 2 FOR NOTES, BASIS OF BEARINGS, REFERENCES AND LEGEND





Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C1	2000.00'	04°21'21"	152.05'	N01°41'02"E	152.01'
C2	50.00'	92°44'43"	80.94'	N39°45'56"W	72.38'
C3	120.00'	21°17'00"	44.58'	N83°13'13"E	44.32'
C4	30.00'	27°13'19"	14.25'	N58°58'03"E	14.12'
C5	110.00'	30°36'46"	58.77'	N30°03'01"E	58.08'
C6	110.00'	19°53'39"	38.19'	N35°24'34"E	38.00'
C7	110.00'	10°43'07"	20.58'	N20°06'11"E	20.55'
C8	1517.00'	00°27'46"	12.25'	N14°58'31"E	12.25'
C9	120.00'	31°00'23"	64.94'	N00°17'47"W	64.15'
C10	120.00'	15°11'35"	31.82'	N07°36'36"E	31.73'
C11	120.00'	15°48'48"	33.12'	N07°53'35"W	33.01'
C12	50.00'	22°51'29"	19.95'	N27°13'43"W	19.82'
C13	90.00'	30°01'24"	47.16'	N53°40'10"W	46.62'
C14	592.00'	07°32'50"	77.98'	N64°54'27"W	77.92'
C15	596.00'	29°47'54"	309.97'	N41°12'31"W	306.49'
C16	932.00'	11°26'35"	186.14'	N20°41'49"W	185.83'
C17	932.00'	09°58'28"	162.24'	N21°25'53"W	162.04'

Line Table		
Line #	Bearing	Length
L1	N37°29'50"W	99.09'
L2	N03°51'43"E	38.28'
L3	N56°35'24"E	30.20'
L4	N76°37'47"W	30.42'
L5	N74°47'36"W (R)	34.00'
L6	N76°37'47"W	27.44'
L7	N27°13'29"W	29.19'
L8	N70°21'51"W	8.41'
L9	N63°00'28"W	52.24'
L10	N70°11'00"W (R)	50.00'
L11	N70°11'00"W (R)	8.00'
L12	N70°11'00"W (R)	42.00'
L13	N86°08'17"W	39.88'



FINAL MAP OF
CREEKVIEW - PHASE 1
LARGE LOT SUBDIVISION
SUBDIVISION No. PL18-0190

BEING A MERGER AND RE-SUBDIVISION OF RESULTANT PARCELS 1, 2, 3 AND 4 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON JULY 18, 2019 AS INSTRUMENT NO. 2019-0050338, AND A PORTION OF THE NORTHEAST ONE-QUARTER OF SECTION 14 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON MAY 24, 2019 AS INSTRUMENT NO. 2019-0034778, OFFICIAL RECORDS OF PLACER COUNTY, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

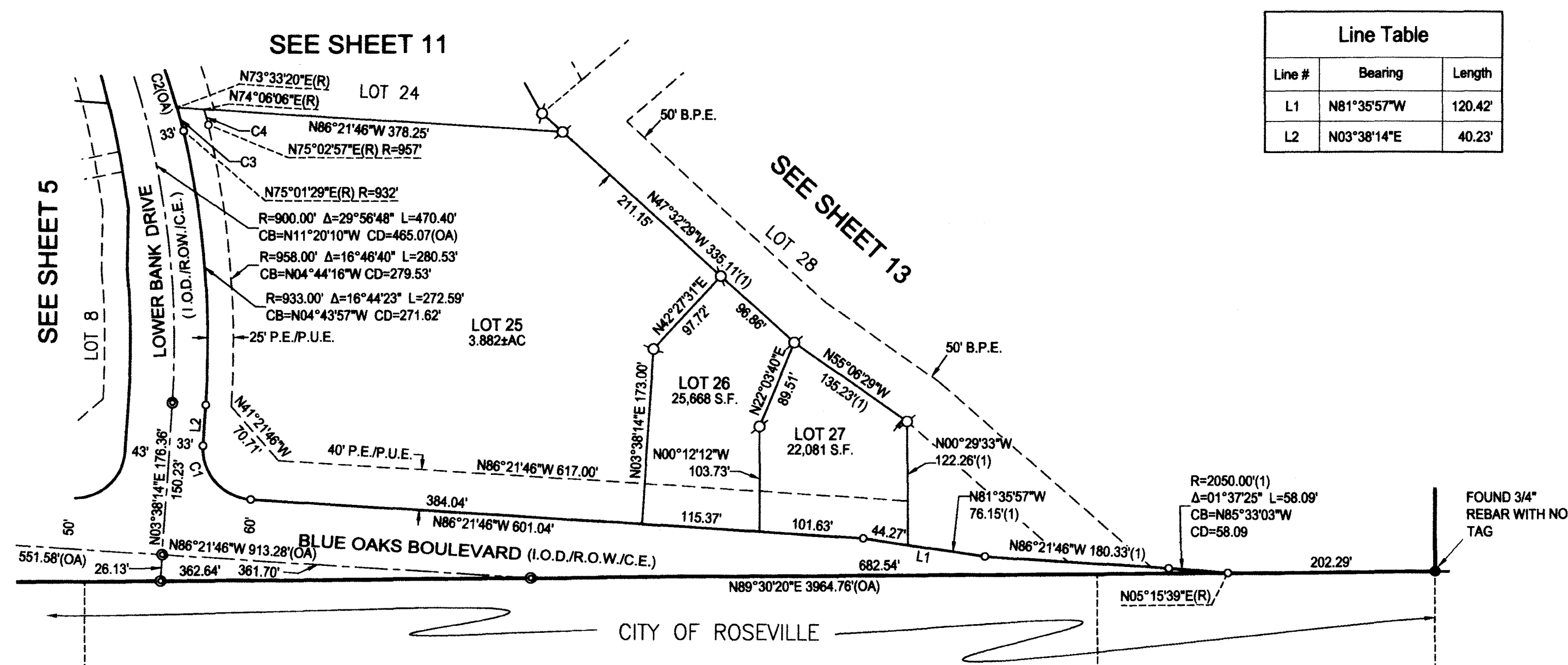
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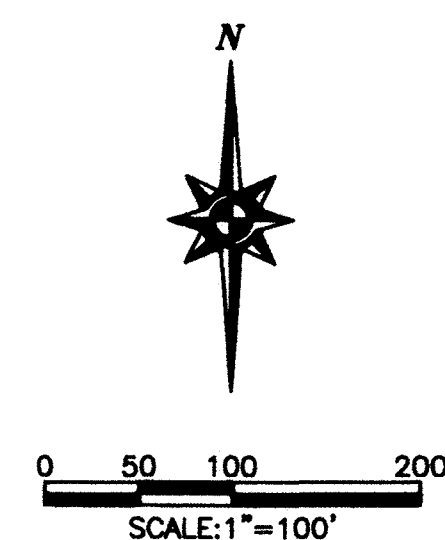
SHEET 11 OF 15 **18431.RST**

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



Line #	Bearing	Length
L1	N81°35'57"W	120.42
L2	N03°38'14"E	40.23

Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C1	50.00'	90°00'00"	78.54'	N41°21'46"W	70.71'
C2	932.00'	11°26'35"	186.14'	N20°41'49"W	185.83'
C3	932.00'	01°28'09"	23.90'	N15°42'36"W	23.90'
C4	957.00'	00°56'51"	15.82'	N15°25'28"W	15.82'



FINAL MAP OF
CREEKVIEW - PHASE 1
LARGE LOT SUBDIVISION
SUBDIVISION No. PL18-0190

BEING A MERGER AND RE-SUBDIVISION OF RESULTANT PARCELS 1, 2, 3 AND 4 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON JULY 18, 2019 AS INSTRUMENT NO. 2019-0050338, AND A PORTION OF THE NORTHEAST ONE-QUARTER OF SECTION 14 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON MAY 24, 2019 AS INSTRUMENT NO. 2019-0034778, OFFICIAL RECORDS OF PLACER COUNTY, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

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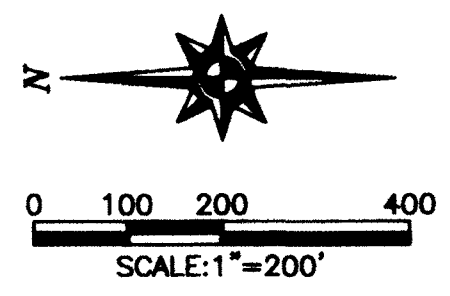
APRIL 2020

SHEET 12 OF 15 **18431.RST**

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

Line Table		
Line #	Bearing	Length
L1	N70°10'40"W	8.00'
L2	N70°11'00"W(R)	8.00'
L3	N70°11'00"W(R)	42.00'
L4	N81°35'57"W	76.15'
L5	N86°21'46"W	180.33'
L6	N55°31'11"W(R)	58.00'
L7	N55°31'11"W(R)	58.00'
L8	N60°09'22"W	180.06'

Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C1	2050.00'	01°37'25"	58.09'	N85°33'03"W	58.09'
C2	1942.00'	14°39'46"	496.98'	N27°08'56"E	495.63'
C3	2000.00'	30°37'06"	1068.78'	N19°10'16"E	1056.11'
C4	2000.00'	34°58'27"	1220.83'	N16°59'35"E	1201.96'
C5	2058.00'	14°39'46"	526.67'	N27°08'56"E	525.23'
C6	1942.00'	11°19'50"	384.04'	N28°48'54"E	383.42'
C7	1942.00'	03°19'56"	112.94'	N21°29'01"E	112.92'
C8	230.00'	05°30'19"	22.10'	N52°05'09"E	22.09'
C9	170.00'	16°44'48"	49.69'	N57°42'23"E	49.51'



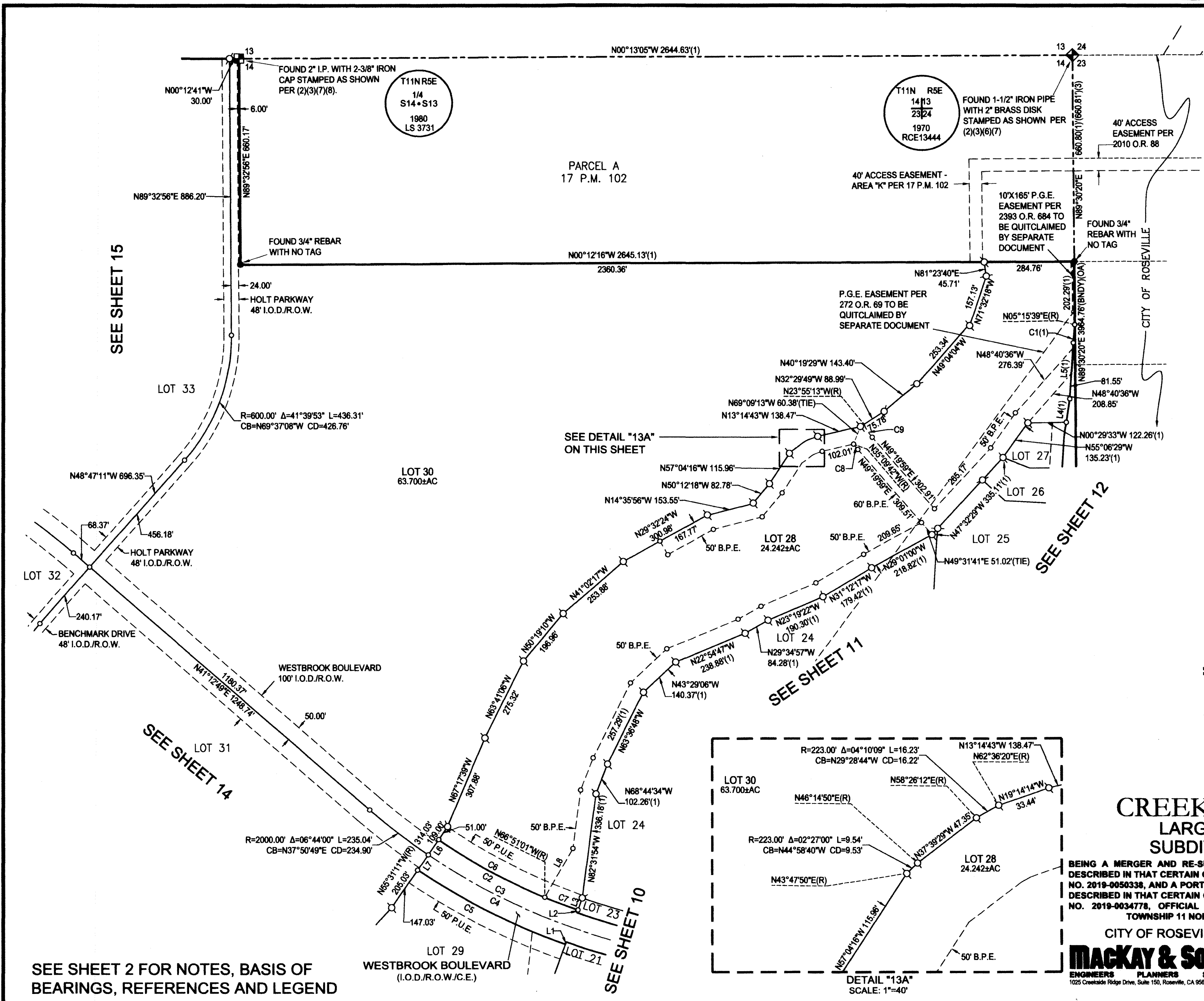
FINAL MAP OF
CREEKVIEW - PHASE 1
LARGE LOT SUBDIVISION
SUBDIVISION No. PL18-0190

BEING A MERGER AND RE-SUBDIVISION OF RESULTANT PARCELS 1, 2, 3 AND 4 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON JULY 18, 2019 AS INSTRUMENT NO. 2019-0050338, AND A PORTION OF THE NORTHEAST ONE-QUARTER OF SECTION 14 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON MAY 24, 2019 AS INSTRUMENT NO. 2019-0034778, OFFICIAL RECORDS OF PLACER COUNTY, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

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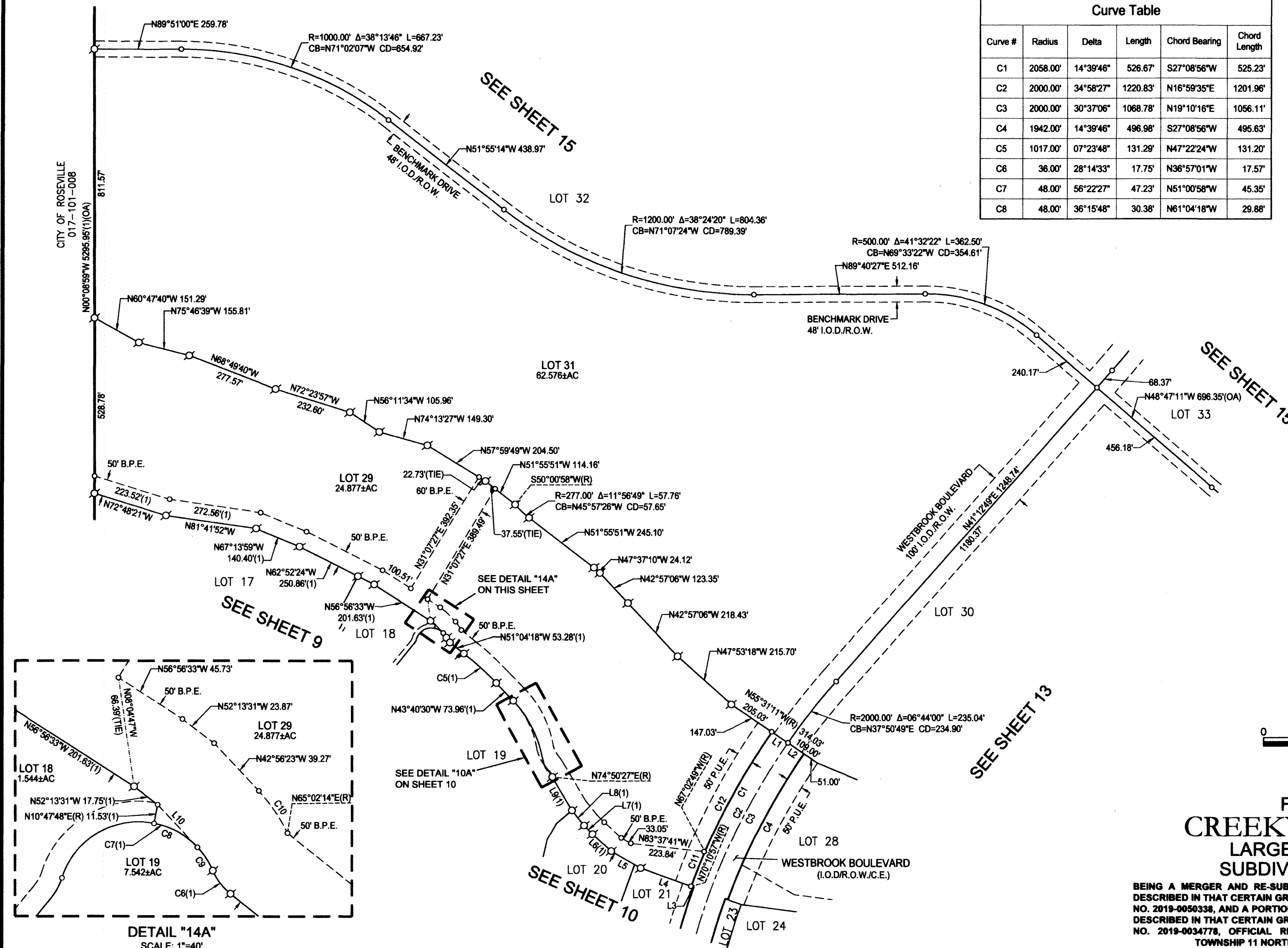


SEE SHEET 2 FOR NOTES, BASIS OF BEARINGS, REFERENCES AND LEGEND

Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C1	2058.00'	14°39'46"	526.67'	S27°08'56"W	525.23'
C2	2000.00'	34°58'27"	1220.83'	N16°59'35"E	1201.96'
C3	2000.00'	30°37'06"	1068.78'	N19°10'16"E	1056.11'
C4	1942.00'	14°39'46"	496.98'	S27°08'56"W	495.63'
C5	1017.00'	07°23'48"	131.29'	N47°22'24"W	131.20'
C6	36.00'	28°14'33"	17.75'	N36°57'01"W	17.57'
C7	48.00'	56°22'27"	47.23'	N51°00'58"W	45.35'
C8	48.00'	36°15'48"	30.38'	N61°04'18"W	29.86'

Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C9	48.00'	20°06'38"	16.85'	N32°53'04"W	16.76'
C10	96.00'	17°58'37"	30.75'	N33°57'04"W	30.62'
C11	2058.00'	03°08'08"	112.63'	N21°23'07"E	112.61'
C12	2058.00'	11°31'38"	414.04'	N28°43'00"E	413.34'

Line Table		
Line #	Bearing	Length
L1	N55°31'11"W (R)	58.00'
L2	N55°31'11"W (R)	58.00'
L3	N70°10'40"W	8.00'
L4	N70°10'40"W	161.76'
L5	N59°48'22"W	101.24'
L6	N47°43'55"W	76.28'
L7	N43°51'22"W	36.16'
L8	N37°55'59"W	58.24'
L9	N30°02'41"W	116.15'
L10	N42°56'23"W	35.21'



FILE SHEET 13

FINAL MAP OF
CREEKVIEW - PHASE 1
LARGE LOT SUBDIVISION
SUBDIVISION No. PL18-0190

BEING A MERGER AND RE-SUBDIVISION OF RESULTANT PARCELS 1, 2, 3 AND 4 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON JULY 18, 2019 AS INSTRUMENT NO. 2019-0050338, AND A PORTION OF THE NORTHEAST ONE-QUARTER OF SECTION 14 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON MAY 24, 2019 AS INSTRUMENT NO. 2019-0034778, OFFICIAL RECORDS OF PLACER COUNTY, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

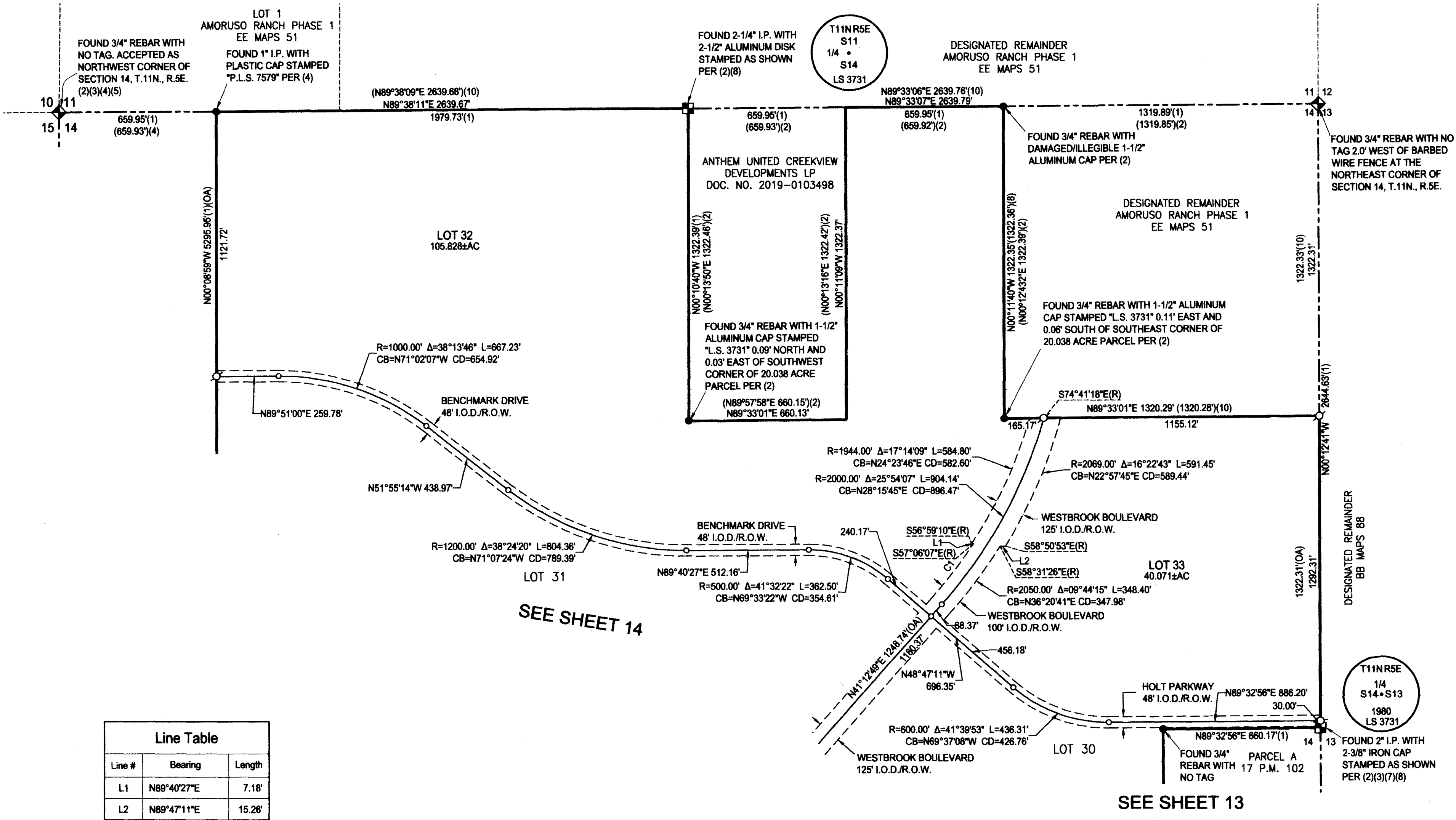
CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1025 Creekside Ridge Drive, Suite 150, Roseville, CA 95678 (916) 773-1188

APRIL 2020

SHEET 14 OF 15 18431.RST

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



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



COUNCIL COMMUNICATION

CC #: 0915

File #: 0400-04-09-1

Title: Creekview, Westpark Drive - Segment 3 - Notice of Completion

Contact: Ignacio Vizcarra 916-774-5578 ivizcarra@roseville.ca.us

Meeting Date: 8/5/2020

Item #: 7.13.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt the attached resolution accepting Creekview, Westpark Drive - Segment 3, CWJ# 190047, as complete and authorizing the City Engineer to execute the Notice of Completion.

BACKGROUND

The Engineering Division has made a final inspection of the above project and has found the roadway infrastructure work complete in accordance with the improvement plans and City specifications.

FISCAL IMPACT

The actions requested as part of this action have no impact to the City's General Fund. Construction costs were paid by the developer.

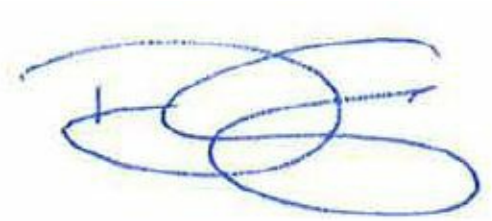
ENVIRONMENTAL REVIEW

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. A notice of completion meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Ignacio Vizcarra, Construction Inspector

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 20-316

NOC

Vicinity Map

RESOLUTION NO. 20-316

RESOLUTION OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS Creekview Westpark Drive, Segment 3 PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE.

BE IT RESOLVED by the Council of the City of Roseville as follows:

1. The "Notice of Completion" on file in the City Clerk's Department relative to that public work known as the Creekview Westpark Drive, Segment 3 is hereby approved and the public work accepted.
2. The City Engineer is hereby authorized and directed to execute said Notice 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

RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:

CITY CLERK
CITY OF ROSEVILLE
311 VERNON STREET
ROSEVILLE, CA 95678

Exempt from recording fees
Pursuant to Gov't Code §27383

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the public work of improvement known as the _____ Project was completed and accepted by the City of Roseville on _____. The location is situated in the City of Roseville, County of Placer, State of California and is indicated on the attached map, marked as Exhibit "A" and incorporated herein by this reference. The real property herein described is owned by the City of Roseville, 311 Vernon Street, Roseville CA 95678.

The direct/general contractor on said project was _____.

The surety on said project was _____.

_____.

City of Roseville
Owner

ATTEST:

Sonia Orozco, City Clerk

State of California)
County of Placer)

I, _____, being first duly sworn, depose and say: I am the _____ of the City of Roseville, a municipal corporation in the State of California, owner of the property described in the above Notice. I am duly authorized to make this verification for and on behalf of the City of Roseville. I have read the Notice of Completion and know its contents and the facts stated therein are true.

City of Roseville

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)

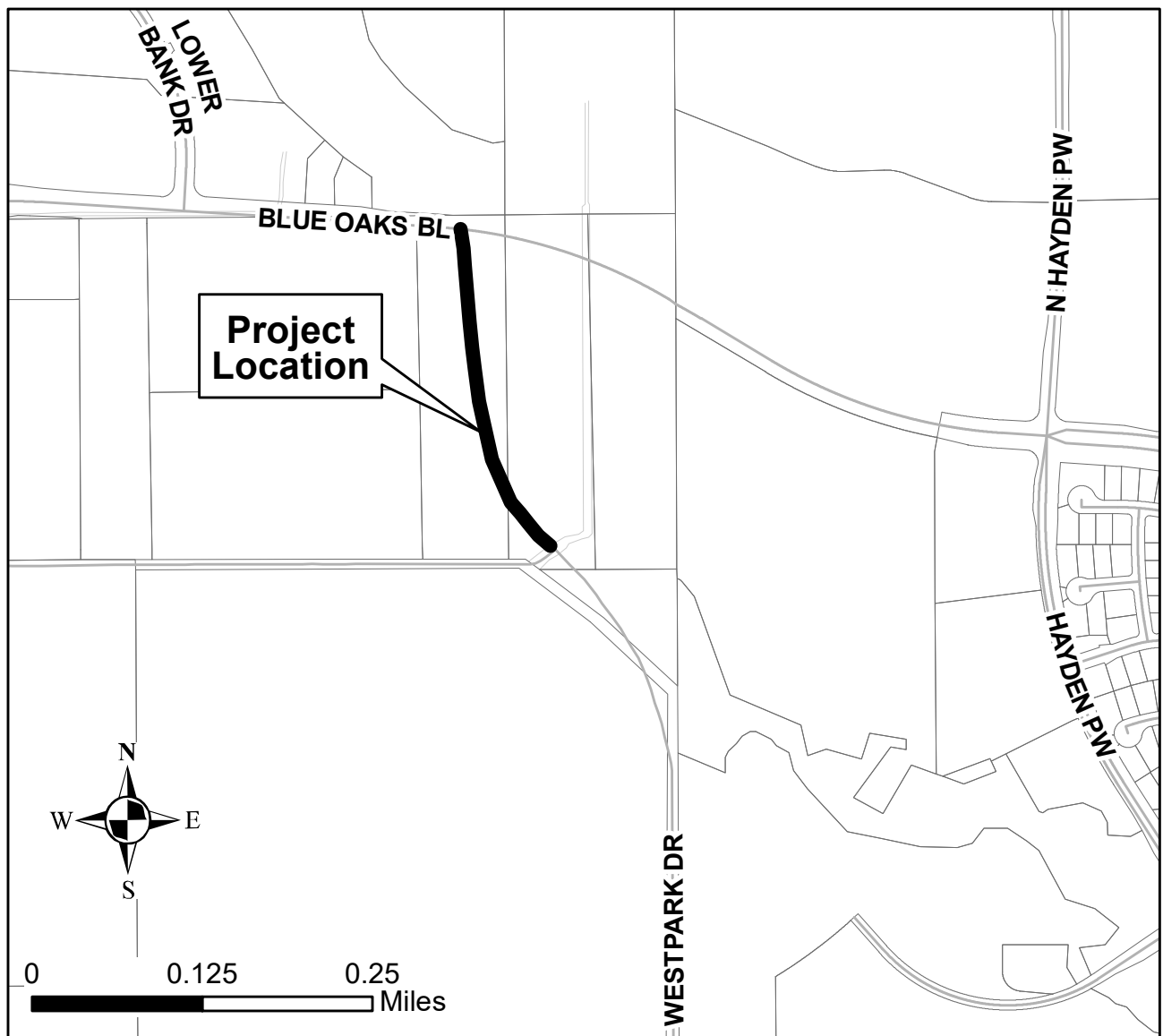
Subscribed and sworn to (or affirmed) before
me on this _____ day of _____,
20____, _____
proved to me on the basis of satisfactory
evidence to be the person(s) who appeared
before me.

Place Notary Seal and/or Stamp Above

Signature of Notary Public

EXHIBIT A

City of Roseville Creekview Westpark Drive - Segment 3





COUNCIL COMMUNICATION

CC #: 0911

File #: 0400-04-12-1

Title: Westbrook - Phase 3 Village 21 - Notice Of Completion

Contact: Andrew Druck 916-223-7577 adruck@roseville.ca.us

Meeting Date: 8/5/2020

Item #: 7.14.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt the attached resolution accepting Westbrook - Phase 3 Village 21, CWJ#190264, as complete and authorize the City Engineer to execute the Notice of Completion.

BACKGROUND

The Engineering Division has made a final inspection of the above project and has found the roadway infrastructure work complete in accordance with the improvement plans and City specifications.

FISCAL IMPACT

The actions requested as part of this action have no impact to the City's General Fund. Construction costs were paid by the developer.

ENVIRONMENTAL REVIEW

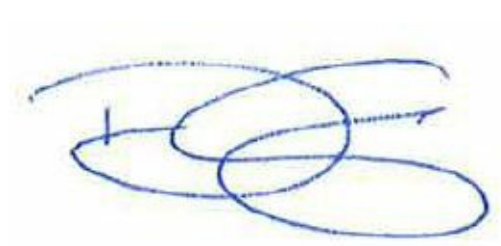
The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378.

The Westbrook - Phase 3 Village 21 meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Andrew Druck, Construction Inspector

Mike Isom, Development Services Director

A handwritten signature in blue ink, consisting of several overlapping loops and a horizontal line extending to the right.

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 20-312

NOC

exhibit A

final map

RESOLUTION NO. 20-312

RESOLUTION OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS WESTBROOK - PHASE 3 VILLAGE 21 PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING ALL DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION.

BE IT RESOLVED by the Council of the City of Roseville as follows:

1. The "Notice of Completion" on file in the City Clerk's Department relative to that public work known as the Westbrook - Phase 3 Village 21 is hereby approved and the public work accepted.
2. All rights of way and easements as offered on the final map of recorded with Placer County Recorder's Office Book EE of Maps, Page 84 is hereby accepted.
3. The City Engineer is hereby authorized and directed to execute said Notice on behalf of the City of Roseville.

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

RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:

CITY CLERK
CITY OF ROSEVILLE
311 VERNON STREET
ROSEVILLE, CA 95678

Exempt from recording fees
Pursuant to Gov't Code §27383

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the public work of improvement known as the _____ Project was completed and accepted by the City of Roseville on _____. The location is situated in the City of Roseville, County of Placer, State of California and is indicated on the attached map, marked as Exhibit "A" and incorporated herein by this reference. The real property herein described is owned by the City of Roseville, 311 Vernon Street, Roseville CA 95678.

The direct/general contractor on said project was _____.

The surety on said project was _____.

City of Roseville
Owner

ATTEST:

Sonia Orozco, City Clerk

State of California)
County of Placer)

I, _____, being first duly sworn, depose and say: I am the _____ of the City of Roseville, a municipal corporation in the State of California, owner of the property described in the above Notice. I am duly authorized to make this verification for and on behalf of the City of Roseville. I have read the Notice of Completion and know its contents and the facts stated therein are true.

City of Roseville

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)

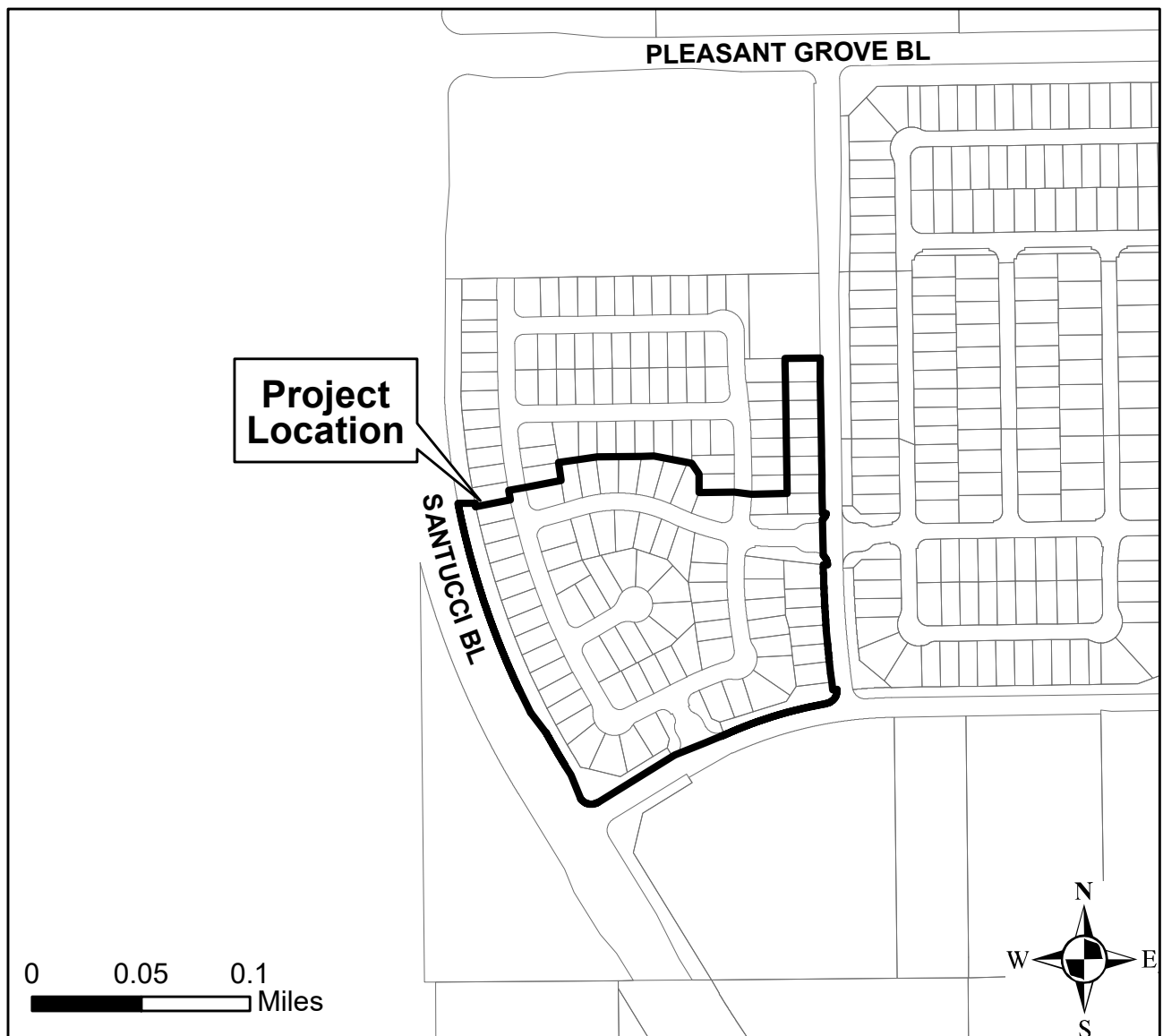
Subscribed and sworn to (or affirmed) before
me on this _____ day of _____,
20____, _____
proved to me on the basis of satisfactory
evidence to be the person(s) who appeared
before me.

Place Notary Seal and/or Stamp Above

Signature of Notary Public

EXHIBIT A

City of Roseville Westbrook - Phase 3 Village 21



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 "WESTBROOK - PHASE 3 VILLAGE 21" 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 PIPES, AND FOR UNDERGROUND WIRE AND CONDUITS, ABOVE GROUND APPURTENANCES FOR ELECTRIC, TELEPHONE AND TELEVISION SERVICES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS LOTS A, B, C, D, E AND F AND THOSE STRIPS OF LAND LYING CONTIGUOUS TO THE RIGHTS-OF-WAY AS SHOWN HEREON AND DESIGNATED "P.U.E." (PUBLIC UTILITY EASEMENT).

THE REAL PROPERTY DESCRIBED BELOW IS IRREVOCABLY DEDICATED IN FEE FOR PUBLIC PURPOSES:

- (A) AS PUBLIC RIGHTS-OF-WAY (INCLUDING IMPROVEMENTS THEREON) THE STREETS SHOWN HEREON AS SOLAIRE DRIVE, DAYLIGHT DRIVE, STAR GATE DRIVE, STAR TRAIL WAY, SOLIS DRIVE, CLOUD BURST WAY AND COSMIC COURT.
- (B) LOTS A, B, C, D, E AND F SHOWN HEREON TO THE CITY OF ROSEVILLE FOR LANDSCAPING PURPOSES AND AS PUBLIC RIGHTS-OF-WAY.

K. HOVNANIAN HOMES OF NORTHERN CALIFORNIA, INC.
A CALIFORNIA CORPORATION

BY: [Signature] BY: [Signature]
NAME: MICHAEL P. WYATT NAME: TIM COLLISON
ITS: REGION PRESIDENT ITS: DIVISION CONTROLLER
DATE: 11/4/2019 DATE: 10/31/19

NOTARY'S ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF Placer

ON October 31, 2019 BEFORE ME, Molly Elizabeth Vanden Easton, A NOTARY PUBLIC

PERSONALLY APPEARED Tim Collison
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.

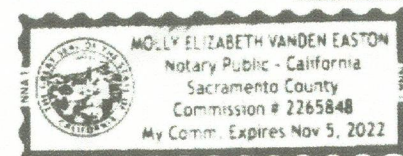
I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

[Signature] Molly Elizabeth Vanden Easton
SIGNATURE PRINTED NAME

MY PRINCIPAL PLACE OF BUSINESS IS Placer COUNTY

MY COMMISSION EXPIRES: 11/5/22 MY COMMISSION NUMBER: 2265848



TRUSTEE'S STATEMENT

PLACER TITLE COMPANY, A CALIFORNIA CORPORATION, AS TRUSTEE UNDER DEED OF TRUST SECURITY AGREEMENT, ASSIGNMENT OF RENTS & FIXTURE FILING RECORDED AUGUST 1, 2019 AS INSTRUMENT 2019-0055159, OFFICIAL RECORDS OF PLACER COUNTY, CALIFORNIA, HEREBY CONSENTS TO THE RECORDATION OF THIS MAP AND THE SUBDIVISION OF THE LANDS SHOWN HEREON.

[Signature] Don Keller
NAME: DON KELLER
TITLE: VICE PRESIDENT
DATE: 11-6-2019

NOTARY'S ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF Placer

ON November 4, 2019 BEFORE ME, Molly Elizabeth Vanden Easton, A NOTARY PUBLIC

PERSONALLY APPEARED Michael P. Wyatt
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.

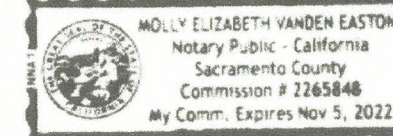
I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

[Signature] Molly Elizabeth Vanden Easton
SIGNATURE PRINTED NAME

MY PRINCIPAL PLACE OF BUSINESS IS Placer COUNTY

MY COMMISSION EXPIRES: 11/5/22 MY COMMISSION NUMBER: 2265848



NOTARY'S ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF Placer

ON Nov 6, 2019 BEFORE ME, Rebecca A. Briggs, A NOTARY PUBLIC

PERSONALLY APPEARED Don Keller
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] Rebecca A. Briggs
SIGNATURE PRINTED NAME

MY PRINCIPAL PLACE OF BUSINESS IS Placer COUNTY

MY COMMISSION EXPIRES: 01-19-2023 MY COMMISSION NUMBER: 2272574

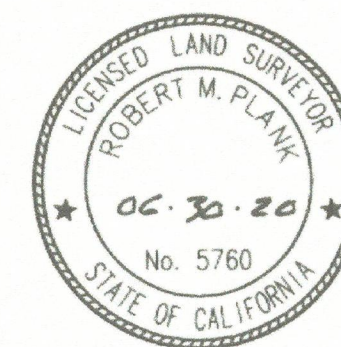
SURVEYOR'S STATEMENT

THIS FINAL MAP OF "WESTBROOK - PHASE 3 VILLAGE 21" 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 WESTPARK S.V. 400, 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, 2020 AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

MACKAY & SOMPS CIVIL ENGINEERS, INC.

[Signature]
ROBERT M. PLANK, PLS 5760
EXPIRATION DATE: JUNE 30, 2020

DATE: 10/30/18



CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "WESTBROOK - PHASE 3 VILLAGE 21" 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.

[Signature]
MARC STOUT, R.C.E. 69879
CITY ENGINEER, CITY OF ROSEVILLE
LICENSE EXPIRES: SEPTEMBER 30, 2020

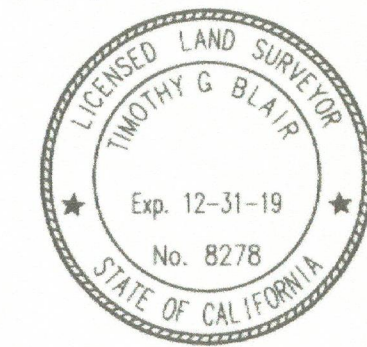
DATE: 11/12/19

I HEREBY STATE THAT I AM SATISFIED THAT THIS FINAL MAP OF "WESTBROOK - PHASE 3 VILLAGE 21" IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

[Signature]
TIMOTHY G. BLAIR, PLS 8278
EXPIRES DECEMBER 31, 2019

DATE: 11/24/19



CITY CLERK'S STATEMENT

I HEREBY CERTIFY THAT THE CITY COUNCIL, CITY OF ROSEVILLE, HAS APPROVED THIS FINAL MAP OF "WESTBROOK - PHASE 3 VILLAGE 21", AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, SUBJECT TO IMPROVEMENT, LOTS A, B, C, D, E AND F AND RIGHTS-OF-WAY AND EASEMENTS OFFERED HEREON FOR DEDICATION AND HAS APPROVED THE ABANDONMENT OF THE RIGHTS-OF-WAY LISTED HEREON WITHIN NOTE 7 ON SHEET 2.

[Signature]
CITY CLERK, CITY OF ROSEVILLE
DATE: 11/21/19 BY: _____
ASSISTANT CITY CLERK

RECORDER'S STATEMENT

FILED THIS 5TH DAY OF DECEMBER, 2019, AT 2:17 P. M. IN BOOK EE OF MAPS, AT PAGE 84, IN THE OFFICE OF THE PLACER COUNTY RECORDER, AT THE REQUEST OF MACKAY & SOMPS CIVIL ENGINEERS, INC.

[Signature]
RYAN RANCO
RECORDER OF PLACER COUNTY
STATE OF CALIFORNIA

DOCUMENT NO.: 2019-0098492

[Signature]
DEPUTY

FEE: \$ 95.00

FINAL MAP OF WESTBROOK - PHASE 3 VILLAGE 21 SUBDIVISION No. PL18-0266

BEING A SUBDIVISION OF RESULTANT LOT 7 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON AUGUST 1, 2019 AS DOCUMENT NUMBER 2019-0055154, AND LOT B AND A PORTION OF SOLAIRE DRIVE & DAYLIGHT DRIVE AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "WESTBROOK-PHASE 2 & 3 LARGE LOT SUBDIVISION" FILED FOR RECORD ON DECEMBER 8, 2016 IN BOOK DD OF MAPS, AT PAGE 79, PLACER COUNTY RECORDS, WITHIN SECTIONS 26 & 27, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

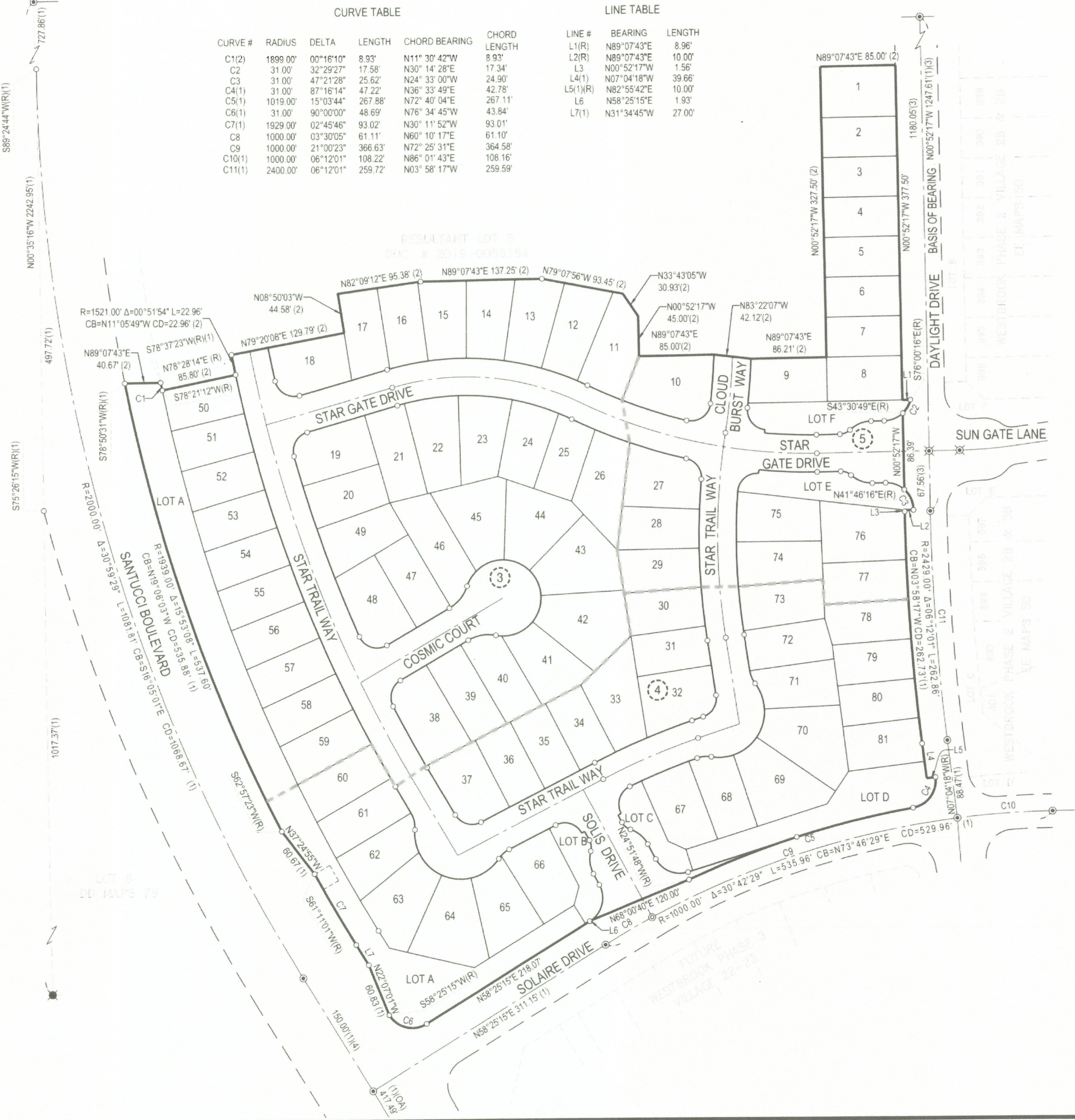
CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

NOVEMBER 2019

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

SHEET 1 OF 5

18437 PH3



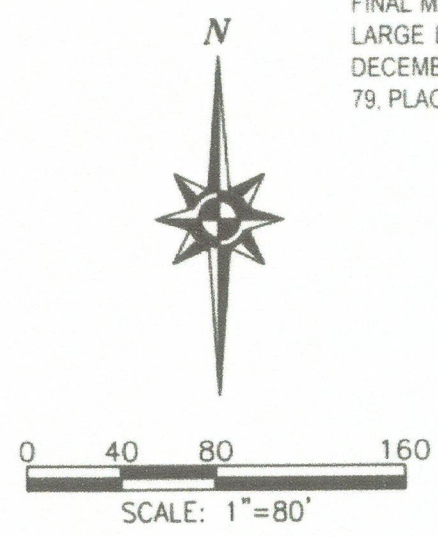
CURVE TABLE					LINE TABLE		
CURVE #	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH	LINE #	BEARING
C1(2)	1899.00'	00°16'10"	8.93'	N11°30'42"W	8.93'	L1(R)	N89°07'43"E
C2	31.00'	32°29'27"	17.58'	N30°14'28"E	17.34'	L2(R)	N89°07'43"E
C3	31.00'	47°21'28"	25.62'	N24°33'00"W	24.90'	L3	N00°52'17"W
C4(1)	31.00'	87°16'14"	47.22'	N36°33'49"E	42.78'	L4(1)	N07°04'18"W
C5(1)	1019.00'	15°03'44"	267.88'	N72°40'04"E	267.11'	L5(1)(R)	N82°55'42"E
C6(1)	31.00'	90°00'00"	48.69'	N76°34'45"W	43.84'	L6	N58°25'15"E
C7(1)	1929.00'	02°45'46"	93.02'	N30°11'52"W	93.01'	L7(1)	N31°34'45"W
C8	1000.00'	03°30'05"	61.11'	N60°10'17"E	61.10'		
C9	1000.00'	21°00'23"	366.63'	N72°25'31"E	364.58'		
C10(1)	1000.00'	06°12'01"	108.22'	N86°01'43"E	108.16'		
C11(1)	2400.00'	06°12'01"	259.72'	N03°58'17"W	259.59'		

- NOTES:
- TOTAL AREA OF THIS SUBDIVISION IS 12.713 ACRES, GROSS, CONSISTING OF 81 RESIDENTIAL LOTS AND 6 LANDSCAPE LOTS.
 - ALL CURVES ARE DIMENSIONED WITH RADIUS, DELTA, ARC LENGTH, CHORD BEARING AND CHORD LENGTH. DELTA, ARC LENGTHS, CHORD LENGTHS AND OTHER DISTANCES MAY CONTAIN SOME ROUNDING ERROR. DISTANCES SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF AND ARE "GROUND" DISTANCES.
 - A PRELIMINARY GEOTECHNICAL ENGINEERING STUDY FOR WESTBROOK PHASE 3 WAS PREPARED BY YOUNGDAHL CONSULTING GROUP, INC. DATED OCTOBER 23, 2018, PROJECT NUMBER E14253.017, AND IS ON FILE WITH THE CITY OF ROSEVILLE (DEVELOPMENT SERVICES FILE NO. 308-894).
 - THE SOUTHEAST CORNER OF LOT 8 AND THE NORTHEAST CORNER OF LOT 76 WILL BE SET IN THE SIDEWALK WITH A 5.00' OFFSET ON THE SIDE LOT LINE EXTENDED WITH A 1" BRASS MARKER STAMPED "LS 5760". ALL OTHER FRONT CORNERS WILL BE SET IN THE SIDEWALK WITH A 1.00' OFFSET ON THE SIDE LOT LINE EXTENDED WITH A 1" BRASS MARKER STAMPED "LS 5760".
 - ALL REAR CORNERS AND ANGLE POINTS WILL BE SET WITH A 5/8" REBAR AND PLASTIC CAP STAMPED "LS 5760". WHERE REAR CORNER FALLS WITHIN A MASONRY RETAINING WALL, MASONRY SOUND WALL OR CONCRETE FOOTING, A 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 5760" WILL BE SET ON THE SIDE LOT LINE AT A 4.00 FOOT OFFSET TO THE REAR CORNER OR A BRASS TAG STAMPED "LS 5760" WILL BE SET WITH EPOXY TO THE FACE OF WALL 2.00 FOOT ABOVE GROUND OR ON TOP OF WALL WHERE THE OFFSET MONUMENT CANNOT BE SET.
 - PROPERTY SUBJECT TO THE TERMS AND PROVISIONS OF THE DOCUMENT TITLED "DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WESTBROOK (RESIDENTIAL PARCELS)" RECORDED AS DOCUMENT 2014-0045131 AND MODIFIED/AMENDED BY DOCUMENT 2016-0031912, DOCUMENT 2017-0034670 AND DOCUMENT 2017-0034671, OFFICIAL RECORDS OF PLACER COUNTY.
 - PURSUANT TO SECTION 66434(g) OF THE GOVERNMENT CODE, THE FOLLOWING RIGHTS-OF-WAY ARE HEREBY ABANDONED:
A. THOSE PORTIONS OF DAYLIGHT DRIVE AND SOLAIRE DRIVE NOT SHOWN HEREON.

- LEGEND
- FOUND 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 4533" PER CC MAPS 85
 - FOUND COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 7944" PER (1)
 - FOUND COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 7944" PER (3)
 - SET COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 5760" PER CITY OF ROSEVILLE STANDARDS
 - DIMENSION POINT
 - S.F. SQUARE FEET
 - CB CHORD BEARING
 - CD CHORD DISTANCE
 - C/L CENTERLINE
 - (OA) OVERALL
 - P.U.E. PUBLIC UTILITY EASEMENT
 - (R) RADIAL BEARING
 - (1) DENOTES RECORD INFORMATION
 - (X) SHEET NUMBER
 - (---) DIMENSION LEADERS
- REFERENCES:
- (1) DD MAPS 79
 - (2) 2019-0055154
 - (3) EE MAPS 50 WESTBROOK PH2 V2B & 3B

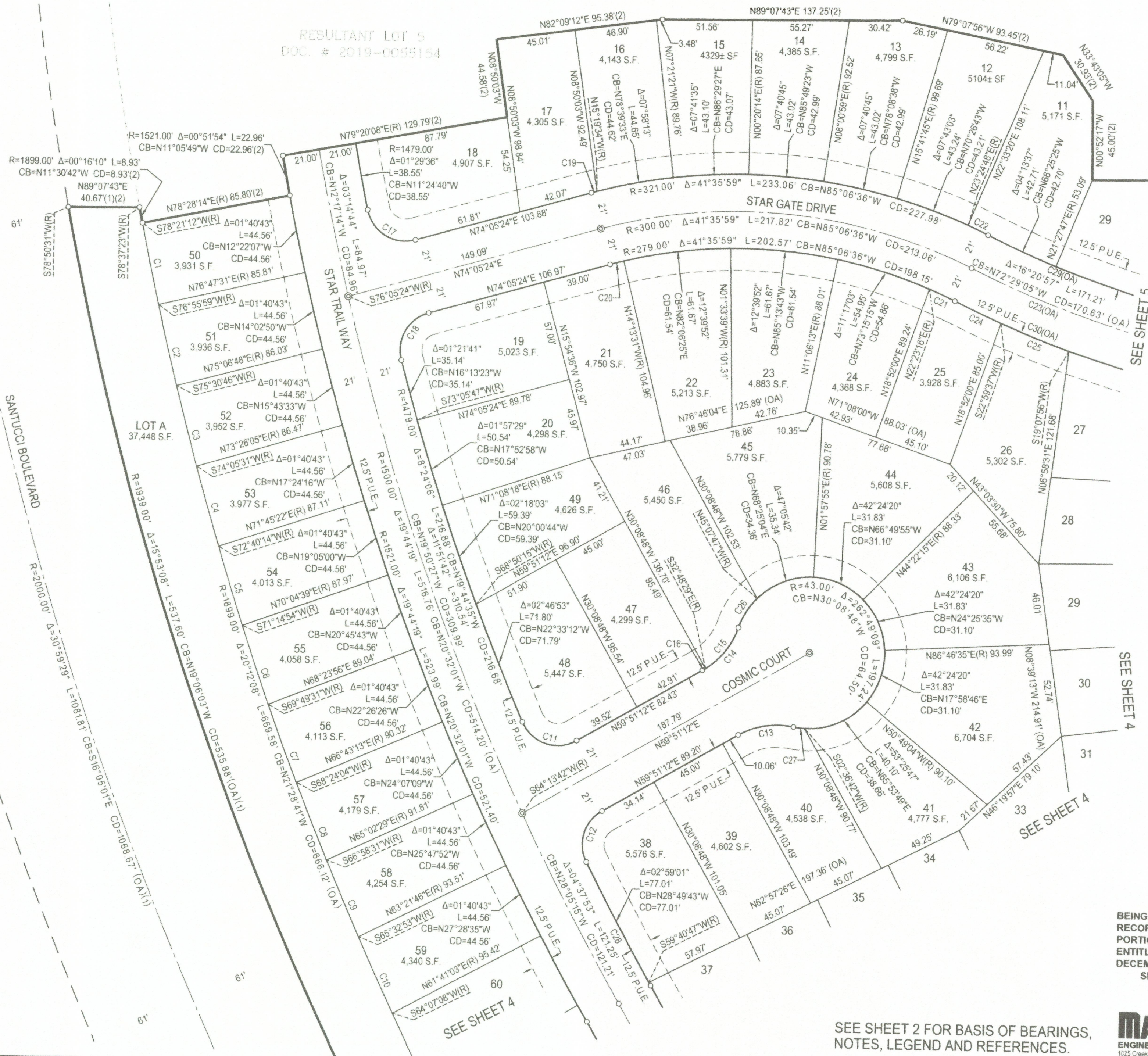
BASIS OF BEARINGS:

THE BASIS OF BEARING FOR THIS MAP IS N00°52'17"W AS SHOWN BETWEEN FOUND MONUMENTS ALONG THE CENTERLINE OF DAYLIGHT DRIVE AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "WESTBROOK - PHASE 2 & 3 - LARGE LOT SUBDIVISION" FILED FOR RECORD ON DECEMBER 8, 2016 IN BOOK DD OF MAPS, AT PAGE 79, PLACER COUNTY RECORDS.



FINAL MAP OF
WESTBROOK - PHASE 3
VILLAGE 21
SUBDIVISION No. PL18-0266

BEING A SUBDIVISION OF RESULTANT LOT 7 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON AUGUST 1, 2019 AS DOCUMENT NUMBER 2019-0055154, AND LOT B AND A PORTION OF SOLAIRE DRIVE & DAYLIGHT DRIVE AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "WESTBROOK-PHASE 2 & 3 LARGE LOT SUBDIVISION" FILED FOR RECORD ON DECEMBER 8, 2016 IN BOOK DD OF MAPS, AT PAGE 79, PLACER COUNTY RECORDS, WITHIN SECTIONS 26 & 27, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN
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CURVE TABLE

CURVE #	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C1	1899.00'	01°25'13"	47.08'	N12° 21' 24"W	47.07'
C2	1899.00'	01°25'14"	47.08'	N13° 46' 38"W	47.08'
C3	1899.00'	01°25'15"	47.09'	N15° 11' 52"W	47.09'
C4	1899.00'	01°25'17"	47.11'	N16° 37' 08"W	47.11'
C5	1899.00'	01°25'20"	47.13'	N18° 02' 26"W	47.13'
C6	1899.00'	01°25'23"	47.17'	N19° 27' 47"W	47.17'
C7	1899.00'	01°25'27"	47.21'	N20° 53' 13"W	47.21'
C8	1899.00'	01°25'33"	47.25'	N22° 18' 43"W	47.25'
C9	1899.00'	01°25'38"	47.31'	N23° 44' 18"W	47.31'
C10	1899.00'	01°25'45"	47.37'	N25° 10' 00"W	47.37'
C11	22.00'	96°12'09"	36.94'	N72° 02' 43"W	32.75'
C12	22.00'	87°11'25"	33.48'	N16° 15' 30"E	30.34'
C13	45.00'	41°24'35"	32.52'	N80° 33' 30"E	31.82'
C14	45.00'	41°24'35"	32.52'	N39° 08' 55"E	31.82'
C15	45.00'	38°44'54"	30.43'	N37° 49' 04"E	29.86'
C16	45.00'	02°39'41"	2.09'	N58° 31' 22"E	2.09'
C17	22.00'	93°45'08"	36.00'	N59° 02' 02"W	32.11'
C18	22.00'	89°37'56"	34.42'	N29° 16' 26"E	31.01'
C19	321.00'	00°35'02"	3.27'	N74° 22' 55"E	3.27'
C20	279.00'	01°41'04"	8.20'	N74° 55' 56"E	8.20'
C21	279.00'	03°18'08"	16.08'	N65° 57' 40"W	16.08'
C22	321.00'	02°16'35"	12.75'	N65° 26' 54"W	12.75'
C23	600.00'	26°33'40"	278.15'	N77° 35' 27"W	275.66'
C24	621.00'	02°41'47"	29.22'	N65° 39' 30"W	29.22'
C25	621.00'	03°51'41"	41.85'	N68° 56' 14"W	41.84'
C26	43.00'	26°25'35"	19.83'	N31° 39' 26"E	19.66'
C27	43.00'	08°39'05"	6.49'	N83° 03' 45"W	6.49'
C28	1479.00'	03°03'58"	79.15'	N28° 52' 12"W	79.14'
C29	579.00'	11°49'10"	119.44'	N00° 13' 11"W	119.23'
C30	621.00'	12°42'09"	137.68'	N70° 39' 41"W	137.39'



0 20 40 80
SCALE: 1"=40'

FINAL MAP OF
WESTBROOK - PHASE 3
VILLAGE 21
SUBDIVISION No. PL18-0266

BEING A SUBDIVISION OF RESULTANT LOT 7 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON AUGUST 1, 2019 AS DOCUMENT NUMBER 2019-0055154, AND LOT B AND A PORTION OF SOLAIRE DRIVE & DAYLIGHT DRIVE AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "WESTBROOK-PHASE 2 & 3 LARGE LOT SUBDIVISION" FILED FOR RECORD ON DECEMBER 8, 2016 IN BOOK DD OF MAPS, AT PAGE 79, PLACER COUNTY RECORDS, WITHIN SECTIONS 26 & 27, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

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NOVEMBER 2019

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

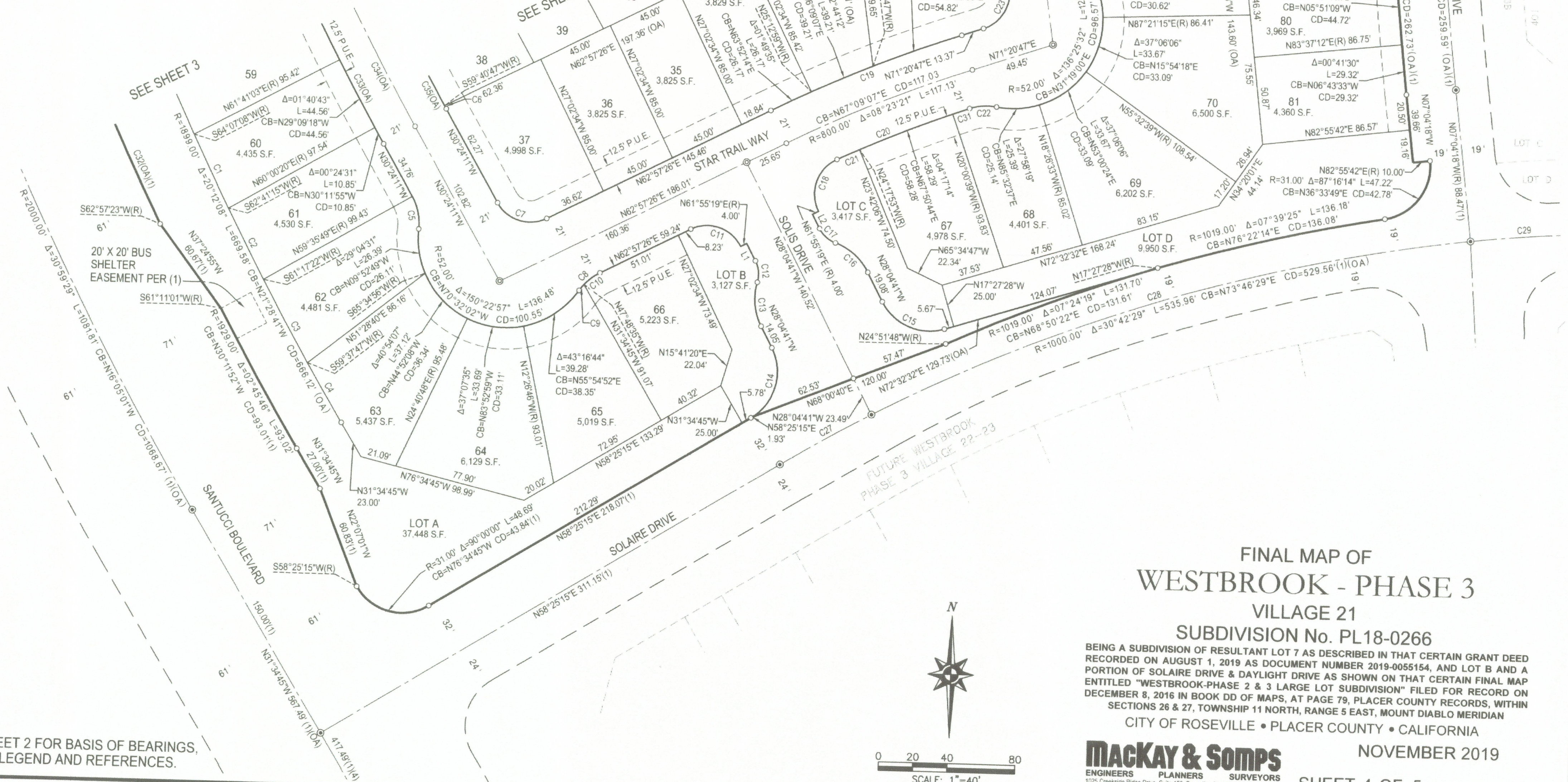
SHEET 3 OF 5

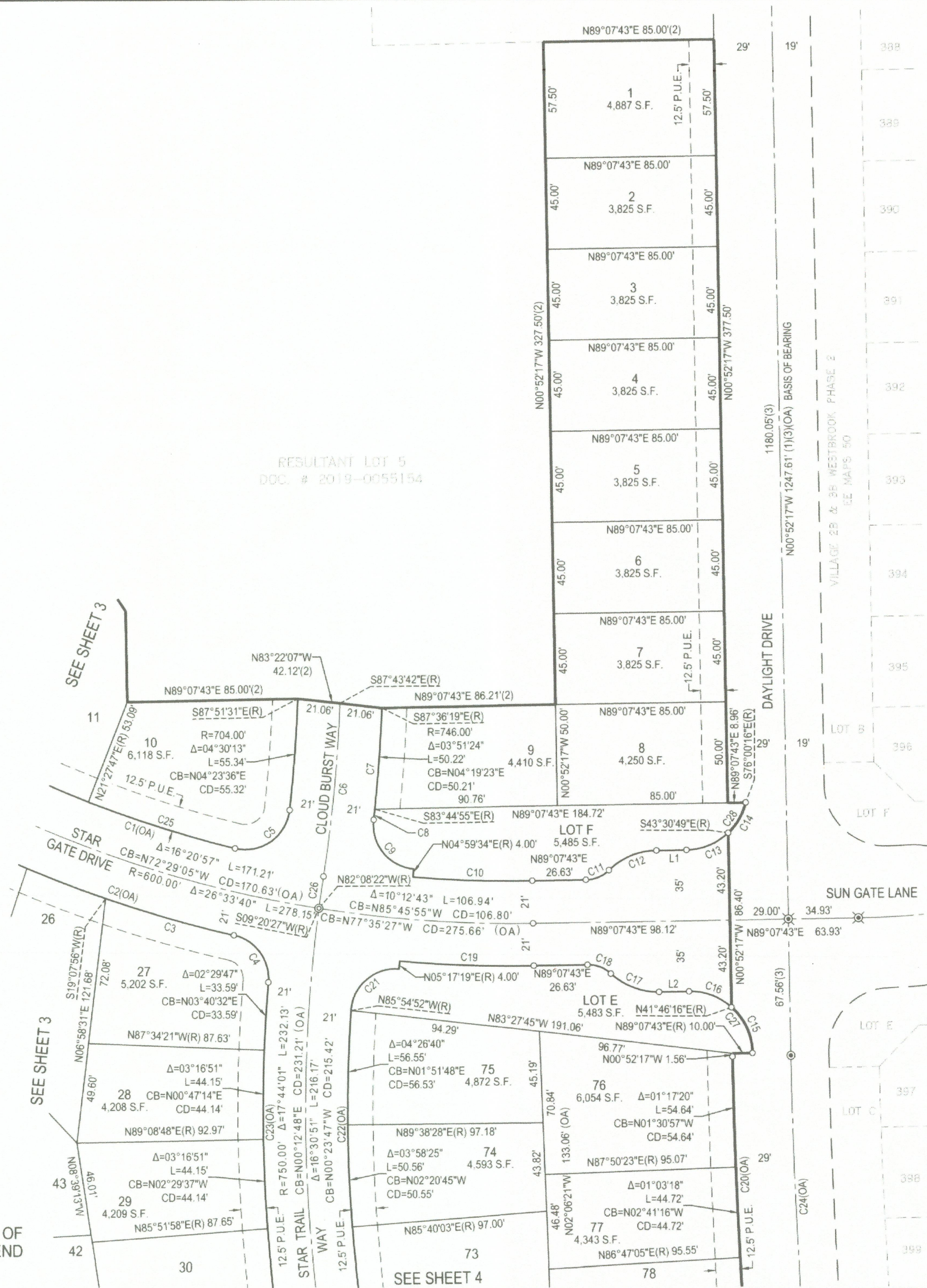
18437.PH3

CURVE #	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C1	1899.00'	01°25'52"	47.44'	N26°35'48"W	47.43'
C2	1899.00'	01°23'54"	46.34'	N28°00'41"W	46.34'
C3	1899.00'	01°39'35"	55.01'	N29°32'26"W	55.01'
C4	1899.00'	01°12'32"	40.07'	N30°58'29"W	40.07'
C5	32.00'	35°03'38"	19.58'	N12°52'22"W	19.28'
C6	1479.00'	00°04'58"	2.13'	N30°21'42"W	2.13'
C7	22.00'	86°38'23"	33.27'	N73°43'22"W	30.19'
C8	32.00'	28°40'56"	16.02'	N48°36'58"E	15.85'
C9	32.00'	07°54'55"	4.42'	N38°13'57"E	4.42'
C10	32.00'	20°46'01"	11.60'	N52°34'26"E	11.54'
C11	22.00'	88°57'53"	34.16'	N72°33'37"W	30.83'
C12	17.00'	43°02'57"	12.77'	N06°33'13"W	12.47'
C13	35.00'	43°02'57"	26.30'	N06°33'13"W	25.68'
C14	31.00'	86°29'55"	46.80'	N15°10'17"E	42.48'
C15	31.00'	79°22'48"	42.95'	N67°46'05"W	39.60'
C16	35.00'	43°02'57"	26.30'	N49°36'09"W	25.68'
C17	17.00'	43°02'57"	12.77'	N49°36'09"W	12.47'
C18	22.00'	92°42'40"	35.60'	N18°16'39"E	31.84'
C19	821.00'	08°23'21"	120.21'	N67°09'07"E	120.10'
C20	779.00'	06°06'42"	83.09'	N67°41'20"E	83.06'

CURVE #	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C21	779.00'	01°04'08"	14.53'	N85°10'03"E	14.53'
C22	32.00'	28°47'06"	16.08'	N85°08'14"E	15.91'
C23	22.00'	80°00'00"	30.72'	N31°20'48"E	28.28'
C24	32.00'	28°14'33"	15.77'	N22°46'29"W	15.61'
C25	771.00'	13°34'39"	182.70'	N01°51'53"W	182.28'
C26	729.00'	12°44'21"	162.09'	N02°17'02"W	161.75'
C27	1000.00'	03°30'05"	61.11'	N60°10'17"E	61.10'
C28	1000.00'	21°00'23"	366.63'	N72°25'31"E	364.58'
C29	1000.00'	06°12'01"	108.22'	N86°01'43"E	108.16'
C30	729.00'	00°20'51"	4.42'	N08°28'47"W	4.42'
C31	779.00'	00°45'20"	10.27'	N70°22'01"E	10.27'
C32(1)	1939.00'	15°53'08"	537.60'	N19°06'03"W	535.88'
C33	1521.00'	18°52'25"	501.03'	N20°57'58"W	498.77'
C34	1500.00'	19°44'19"	516.76'	N20°32'01"W	514.20'
C35	1479.00'	03°03'58"	79.15'	N28°52'12"W	79.14'

LINE #	BEARING	LENGTH
L1	N28°04'41"W	11.36'
L2	N28°04'41"W	9.34'





CURVE TABLE

CURVE #	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C1	579.00'	11°49'10"	119.44'	N70°13'11"W	119.23'
C2	621.00'	12°42'09"	137.68'	N70°39'41"W	137.39'
C3	621.00'	06°08'42"	66.60'	N73°56'25"W	66.57'
C4	22.00'	81°56'12"	31.46'	N36°02'40"W	28.85'
C5	22.00'	97°13'32"	37.33'	N55°15'28"E	33.01'
C6	725.00'	06°48'30"	86.15'	N05°40'33"E	86.10'
C7	746.00'	04°15'53"	55.53'	N04°31'37"E	55.52'
C8	746.00'	00°24'29"	5.31'	N06°27'20"E	5.31'
C9	22.00'	91°40'00"	35.20'	N39°10'26"W	31.56'
C10	579.00'	05°51'51"	59.26'	N87°56'21"W	59.23'
C11	17.00'	43°02'57"	12.77'	N67°36'15"E	12.47'
C12	35.00'	43°02'57"	26.30'	N67°36'15"E	25.68'
C13	31.00'	42°38'32"	23.07'	N67°48'27"E	22.54'
C14	31.00'	32°29'27"	17.58'	N30°14'28"E	17.34'
C15	31.00'	47°21'28"	25.62'	N24°33'00"W	24.90'
C16	31.00'	42°38'32"	23.07'	N69°33'00"W	22.54'
C17	35.00'	43°02'57"	26.30'	N69°20'48"W	25.68'
C18	17.00'	43°02'57"	12.77'	N69°20'48"W	12.47'
C19	621.00'	06°09'35"	66.76'	N87°47'29"W	66.73'
C20(1)	2429.00'	06°12'01"	262.86'	N03°58'17"W	262.73'
C21	22.00'	91°12'11"	35.02'	N49°41'13"E	31.44'
C22	729.00'	12°44'21"	162.09'	N02°17'02"W	161.75'
C23	771.00'	13°34'39"	182.70'	N01°51'53"W	182.28'
C24(1)	2400.00'	06°12'01"	259.72'	N03°58'17"W	259.59'
C25	579.00'	07°35'33"	76.73'	N72°20'00"W	76.67'
C26	750.00'	01°13'10"	15.96'	N08°28'13"E	15.96'
C27	31.00'	90°00'00"	48.69'	N45°52'17"W	43.84'
C28	31.00'	75°07'59"	40.65'	N51°33'44"W	37.80'

LINE TABLE

LINE #	BEARING	LENGTH
L1	N89°07'43"E	15.00'
L2	N89°07'43"E	15.00'



0 20 40 80
SCALE: 1"=40'

FINAL MAP OF
WESTBROOK - PHASE 3
VILLAGE 21
SUBDIVISION No. PL18-0266

BEING A SUBDIVISION OF RESULTANT LOT 7 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON AUGUST 1, 2019 AS DOCUMENT NUMBER 2019-0055154, AND LOT B AND A PORTION OF SOLAIRE DRIVE & DAYLIGHT DRIVE AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "WESTBROOK-PHASE 2 & 3 LARGE LOT SUBDIVISION" FILED FOR RECORD ON DECEMBER 8, 2016 IN BOOK DD OF MAPS, AT PAGE 79, PLACER COUNTY RECORDS, WITHIN SECTIONS 26 & 27, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN
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SHEET 5 OF 5

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



COUNCIL COMMUNICATION

CC #: 0919

File #: 1001-01 & 1001-02

Title: Campus Oaks Apartments Phase 2 - Right of Way, Public Utility & Pedestrian Easement Vacation

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

Meeting Date: 8/5/2020

Item #: 7.15.

RECOMMENDATION TO COUNCIL

It is recommended that the City Council take the following actions:

1. Approve the attached Resolution vacating the rights of way and adjacent public utility and pedestrian easements as described within the attached Exhibits A, B, C & D and Exhibits A-1, B-1, C-1 & D-1.
2. Reserve therefrom a 20 foot wide public utility and pedestrian easements as described within attached Exhibits A, B, C & D and A-1, B-1, C-1 & D-1.
3. Authorize the City Manager to execute any documents, including a quitclaim deed, required to effectuate the conveyance of the abandoned right of way to the respective property owners if requested by their title company.

BACKGROUND

The Campus Oaks Apartments Phase 2 project was approved by the Planning Commission on June 13, 2019, and was conditioned to remove the improvements of two existing street stubs on their site and replace them with curb, gutter and sidewalk matching the alignment of Painted Desert Drive. The street stubs were dedicated as public right of way on the Large Lot Map of Campus Oaks that was recorded at the Placer County Recorder's office and filed for record in Book DD of Maps, Page 47. These street stubs were dedicated on the map to accommodate two future public streets that were originally part of the overall planned Campus Oaks community. With the approval of the Campus Oaks Apartments Phase 2 project, the plan to have two public streets located across the apartment project site has been abandoned and the existing public right of way for the street stubs is now unnecessary. In addition to abandoning the right of way for the street stubs, public utility and pedestrian easements adjacent thereto are also being abandoned and realigned to match the alignment of Painted Desert Drive.

Pursuant to the Streets and Highways Code Section 8334, a City may summarily vacate excess right of way of a street or highway which is not required for street or highway purposes. Since the improvements for the street stubs have been removed and replaced with curb, gutter and sidewalk

in alignment with Painted Desert Drive as required of the Campus Oaks Phase 2 project, the right of way is now in excess of the City's need and is not being used or planned to be used in the future for a street or highway purposes. Therefore, staff concludes that the condition of a summary vacation listed within the Streets and Highways Code Section 8334 applies, and recommends that the right of way be vacated.

In place of the vacated right of way, a 20 foot wide public utility easement is being reserved (created) to accommodate existing or future utilities located adjacent to Painted Desert Drive.

Pursuant to the Streets and Highways Code Section 8333, an easement may be terminated (vacated) by the City if the easement has been determined to be in excess by the easement holder, and there are no other public facilities in the easement. The public utility and pedestrian easements located adjacent to the street stubs are in excess since there are no utilities or public facilities located within the easement areas and there are no future plans to use the easements for public utilities or for pedestrian access. Therefore, staff concludes the condition of the summary vacation listed with Streets and Highways Code Section 8333 applies, and recommends that the public utility and pedestrian easements be vacated.

By law, once right of way is abandoned, ownership automatically reverts to the adjoining property owner(s). However, sometimes, the property owner's title company requires that the City record a quitclaim deed or other documents to convey the abandoned right area to the adjoining property owner. Therefore, staff has recommended that the City Manager be authorized to provide such documents if a request is received by their title company.

FISCAL IMPACT

There is no fiscal impact to the City's General Fund associated with this approval.

ENVIRONMENTAL REVIEW

The proposed project involves the abandonment of right of way and public easements in areas with an average slope of less than 20%, which do not result in any changes in land use or density. This activity is categorically exempt from CEQA as a Class 5 Exemption (State CEQA Guidelines Section 15305). The Exemption has been prepared and no further CEQA action is required.

Respectfully Submitted,

Kerry Andrews, Assistant Engineer

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 20-321

Exhibits A, B, C & D

Exhibits A-1, B-1, C-1 & D-1

RESOLUTION NO. 20-321

ORDERING SUMMARY VACATION OF THE RIGHT OF WAY AND ADJACENT PUBLIC UTILITY AND PEDESTRIAN EASEMENTS AND AUTHORIZING THE CITY MANAGER TO EXECUTE ANY DOCUMENTS, INCLUDING A QUITCLAIM DEED, REQUIRED TO EFFECTUATE THE CONVEYANCE OF THE ABANDONED RIGHT OF WAY TO THE RESPECTIVE PROPERTY OWNERS

BE IT RESOLVED by the City Council of the City of Roseville as follows:

WHEREAS, in accordance with the provisions of sections 8333 and 8334, et seq., of the Streets and Highways Code (Chapter 4, Summary Vacation), it is hereby found that the right of way and adjacent public utility and pedestrian easements, described in Exhibits A, B, C & D and Exhibits A-1, B-1, C-1 & D-1, attached hereto and incorporated herein by reference, can now be abandoned and vacated, as the improvements for the stubs have been removed and replaced with curb, gutter and sidewalk as required of the Campus Oaks Phase 2 project to the satisfaction of the City of Roseville; and

WHEREAS, the right of way and adjacent public easements are now in excess of the City's need, and none are being used or planned to be used in the future for a street or highway purposes, and the public utility easements adjacent to the street stubs have been realigned to the back of sidewalk matching the alignment of Painted Desert Drive; and

WHEREAS, the City hereby reserves and will continue to retain therefrom a 20 foot wide public utility and pedestrian easement as described within attached Exhibits A, B, C & D and A-1, B-1, C-1 & D-1.

IT IS HEREBY ORDERED:

1. That the right of way and adjacent public utility and pedestrian easements, described in Exhibits A, B, C & D and Exhibits A-1, B-1, C-1 & D-1 are hereby vacated, subject to reservation of the public utility and pedestrian easements described therein, and shall, as of the date of adoption of this resolution, no longer constitute a right of way, public utility or pedestrian easements; and
2. With the approval of the Campus Oaks Apartments Phase 2 project, the plan to have two public streets located across the apartment project site has been abandoned and the existing public right of way for the street stubs is now unnecessary.
3. The City Manager is hereby authorized to execute any documents, including a quitclaim deed, required to effectuate the conveyance of the abandoned right of way to the respective property owners.

4. 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____day of _____, 2020, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

EXHIBIT "A"
LEGAL DESCRIPTION
PUBLIC RIGHT OF WAY ABANDONMENT
PAGE 1 OF 2

All that certain real property situate in the City of Roseville, County of Placer, State of California, described as follows:

A portion of Painted Desert Drive, as said drive is shown and so designated on that certain Final map entitled, "Campus Oaks" filed in Book DD of Maps, Page 47, Placer County Records, more particularly described as follows:

Parcel 1:

BEGINNING at the northwest corner Resultant Lot 9, as said lot is described in that certain document entitled, "Lot Line Adjustment Certificate of Compliance", recorded as Document No. 2017-003166, Placer County Official Records, said corner being a point on the southerly line of said Drive; thence from the POINT OF BEGINNING, along the southerly lines of said Drive the following three (3) courses: (1) North 89°33'01" East 19.00 feet; (2) North 00°26'57" West 5.00 feet and; (3) 48.69 feet along the arc of a tangent curve to the right, having a radius of 31.00 feet, through a central angle of 90°00'00", and being subtended by a chord bearing North 44°33'03" East 43.84 feet to a point hereinafter referred to as Point "A"; thence leaving said southerly line, South 89°33'03" West 50.00 feet; thence South 00°26'56" East 36.00 feet to the POINT OF BEGINNING.

Containing 890 square feet, more or less.

Parcel 2:

COMMENCING at the above referenced Point "A"; thence from the POINT OF COMMENCEMENT, along the southerly line of the above referenced Drive North 89°33'03" East 290.00 feet to the TRUE POINT OF BEGINNING; thence from the TRUE POINT OF BEGINNING, continuing along the southerly lines of said Drive the following five (5) courses: (1) 48.69 feet along the arc of a tangent curve to the right, having a radius of 31.00 feet, through a central angle of 90°00'00", and being subtended by a chord bearing South 45°26'57" East 43.84 feet; (2) South 00°26'57" East 5.00 feet; (3) North 89°33'01" East 38.00 feet; (4) North 00°26'57" West 5.00 feet and; (5) 48.69 feet along the arc of a tangent curve to the right, having a radius of 31.00 feet, through a central angle of 90°00'00", and being subtended by a chord bearing North 44°33'03" East 43.84 feet; thence leaving said southerly line, South 89°33'03" West 100.00 feet to the TRUE POINT OF BEGINNING

Containing 1780 square feet, more or less.

EXHIBIT "A"
LEGAL DESCRIPTION
PUBLIC RIGHT OF WAY ABANDONMENT
PAGE 2 OF 2

RESERVING from the northerly twenty (20) feet of the above described Parcels 1 and 2 public utility easements for the installation and maintenance of, but not limited to, water, gas, sanitary sewer pipes and appurtenances pertaining thereto, and for underground wires and conduits and above ground appurtenances pertaining thereto for electric, television, and telephone services and for traffic control appurtenances, together with public easements for the passage of pedestrian traffic together with any and all appurtenances pertaining thereto.



6-10-2020

EXHIBIT "B"
LEGAL DESCRIPTION
PUBLIC UTILITY EASEMENT & PEDESTRIAN EASEMENT ABANDONMENT
PAGE 1 OF 2

All that certain real property situate in the City of Roseville, County of Placer, State of California, described as follows:

A portion of Resultant Lot 9, as said lot is described in that certain document entitled, "Lot Line Adjustment Certificate of Compliance", recorded as Document No. 2017-003166, Placer County Official Records, more particularly described as follows:

Parcel 3:

COMMENCING at the northwest corner of the above referenced lot; thence along the northerly line of said lot, North 89°33'01" East 19.00 feet to the TRUE POINT OF BEGINNING; thence from the TRUE POINT OF BEGINNING, continuing along the northerly lines of said lot the following two (2) courses: (1) North 00°26'57" West 5.00 feet and; (2) 11.24 feet along the arc of a tangent curve to the right, having a radius of 31.00 feet, through a central angle of 20°47'01", and being subtended by a chord bearing North 09°56'34" East 11.18 feet; thence leaving said northerly line, North 89°33'03" East 28.98 feet a point on the southerly lines of that certain 20-foot-wide Public Utility Easement and Pedestrian Easement, as said easements are shown and so designated on that certain Final map entitled, "Campus Oaks" filed in Book DD of Maps, Page 47, Placer County Records; thence along the southerly lines of said easements the following three (3) courses: (1) 17.28 feet along the arc of a curve to the left, having a radius of 11.00 feet, through a central angle of 90°00'00", and being subtended by a chord bearing South 44°33'03" West 15.56 feet; (2) South 00°26'57" East 5.00 feet and; (3) South 89°33'03" West 20.00 feet to the TRUE POINT OF BEGINNING.

Parcel 4:

COMMENCING at the northwest corner of the above referenced lot; thence from the POINT OF COMMENCEMENT, along the northerly lines of said lot the following five (5) courses, (1) North 89°33'01" East 19.00 feet; (2) North 00°26'57" West 5.00 feet; (3) 48.69 feet along the arc of a tangent curve to the right, having a radius of 31.00 feet, through a central angle of 90°00'00", and being subtended by a chord bearing North 44°33'03" East 43.84 feet; (4) North 89°33'03" East 290.00 feet; and (5) 37.45 feet along the arc of a tangent curve to the right, having a radius of 31.00 feet, through a central angle of 69°12'59", and being subtended by a chord bearing South 55°50'27" East 35.21 feet to the TRUE POINT OF BEGINNING; thence from the TRUE POINT OF BEGINNING, continuing along said northerly lines the following two (2) courses: (1) continuing along said curve 11.24 feet, through a central angle of 20°47'01" and being subtended by a chord bearing 10°50'27" East 11.18 feet; and (2) South 00°26'57" East 5.00 feet to a point hereinafter referred to as Point "B"; thence leaving said northerly lines, and continuing along the southerly lines of the above referenced 20-foot-wide Public Utility Easement and

EXHIBIT "B"
LEGAL DESCRIPTION
PUBLIC UTILITY EASEMENT & PEDESTRIAN EASEMENT ABANDONMENT
PAGE 2 OF 2

Pedestrian Easement, the following three (3) courses: (1) South 89°33'03" West 20.00 feet; (2) North 00°26'57" West 5.00 feet; and (3) 17.28 feet along the arc of a tangent curve to the left, having a radius of 11.00 feet, through a central angle of 90°00'00", and being subtended by a chord bearing North 45°26'57" West 15.56 feet; thence leaving said southerly lines, North 89°33'03" East 28.98 feet to the TRUE POINT OF BEGINNING.

Parcel 5:

COMMENCING at the above referenced Point "B"; thence from the POINT OF COMMENCEMENT, along the northerly lines of the above referenced lot, North 89°33'01" East 38.00 feet to the TRUE POINT OF BEGINNING; thence from the TRUE POINT OF BEGINNING, continuing along said northerly lines the following two (2) courses: (1) North 00°26'57" West 5.00 feet and; (2) 11.24 feet along the arc of a tangent curve to the right, having a radius of 31.00 feet, through a central angle of 20°47'01", and being subtended by a chord bearing North 09°56'34" East 11.18 feet; thence leaving said northerly line, North 89°33'03" East 28.98 feet a point on southerly lines of the above referenced 20-foot-wide Public Utility Easement and Pedestrian Easement; thence along said southerly lines the following three (3) courses: (1) 17.28 feet along the arc of a curve to the left, having a radius of 11.00 feet, through a central angle of 90°00'00", and being subtended by a chord bearing South 44°33'03" West 15.56 feet; (2) South 00°26'57" East 5.00 feet and; (3) South 89°33'03" West 20.00 feet to the TRUE POINT OF BEGINNING.



EXHIBIT "C"
LEGAL DESCRIPTION
IRREVOCABLE OFFER OF DEDICATION ABANDONMENT
PAGE 1 OF 1

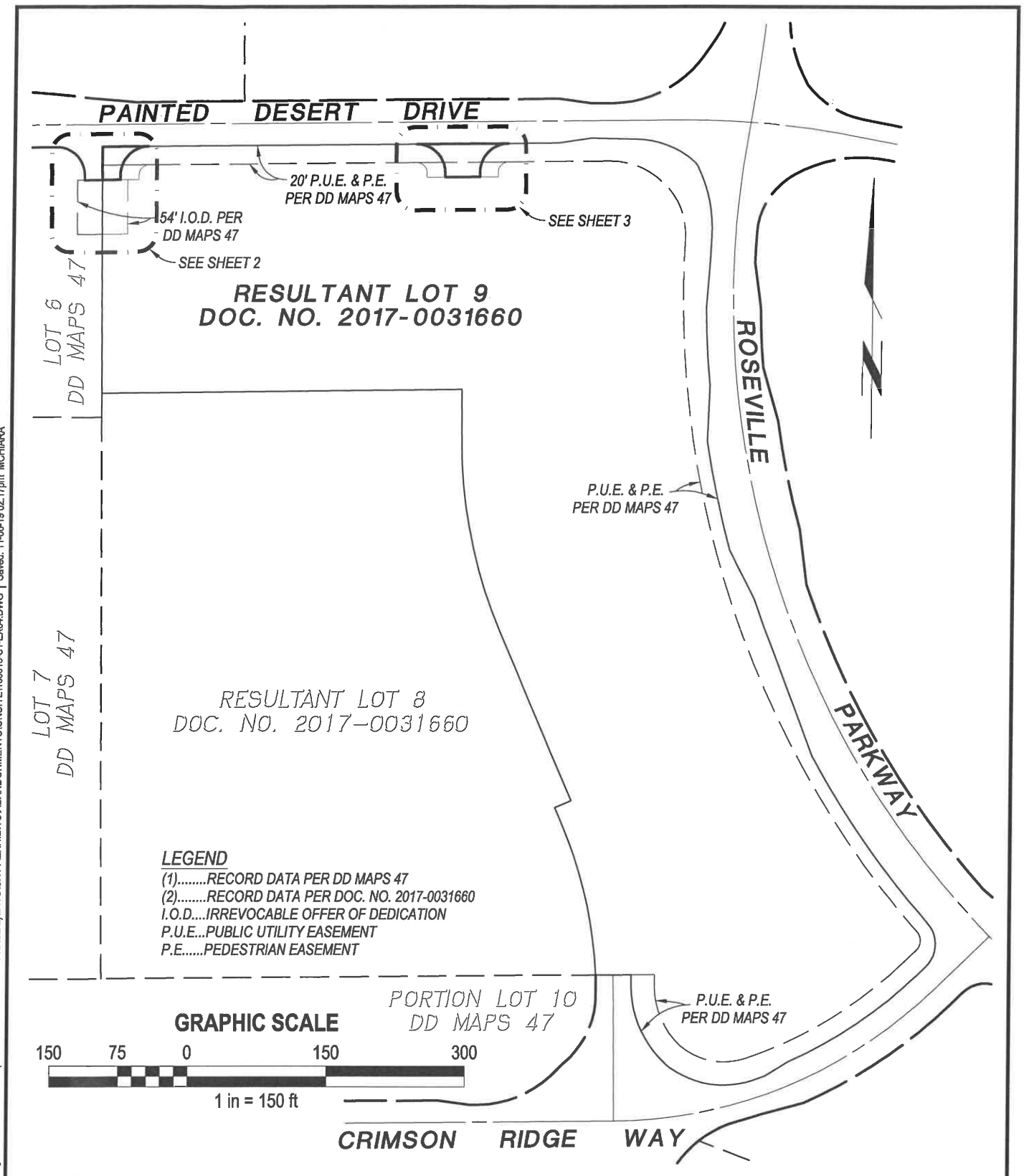
All that certain real property situate in the City of Roseville, County of Placer, State of California, described as follows:

All that portion of that certain 54' Irrevocable Offer of Dedication, being a portion of Lot 9, as said Irrevocable Offer of Dedication and said lot are shown and so designated on that certain Final Map entitled, "Campus Oaks" filed in Book DD of Maps, Page 47, Placer County Records.



6-10-2020

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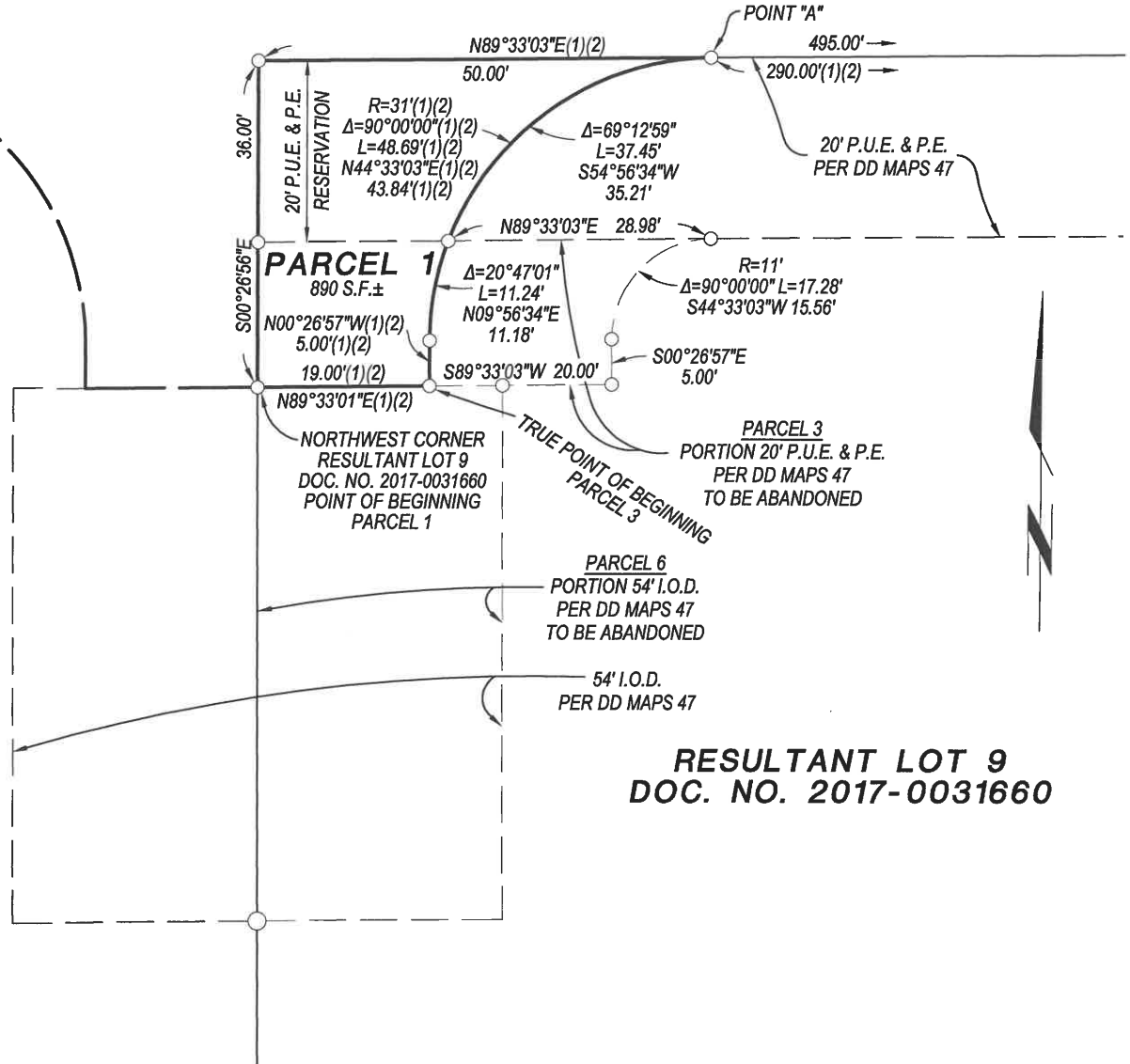
DRAWN:	MJC	JOB NO:	160018
CHECKED:	MJC	DATE:	JUNE 2020
SCALE:	1"=150'	SHEET:	1 of 3

EXHIBIT "D"
**PUBLIC RIGHT OF WAY, P.U.E.,
P.E. & I.O.D. ABANDONMENT
FRONTING RESULTANT LOT 9**
DOC. NO. 2017-0031660
CITY OF ROSEVILLE, CALIFORNIA

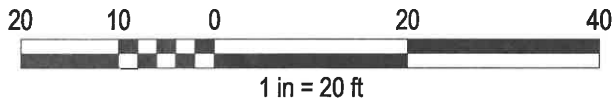
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LOT 6
DD MAPS 47

PAINTED DESERT DRIVE



GRAPHIC SCALE



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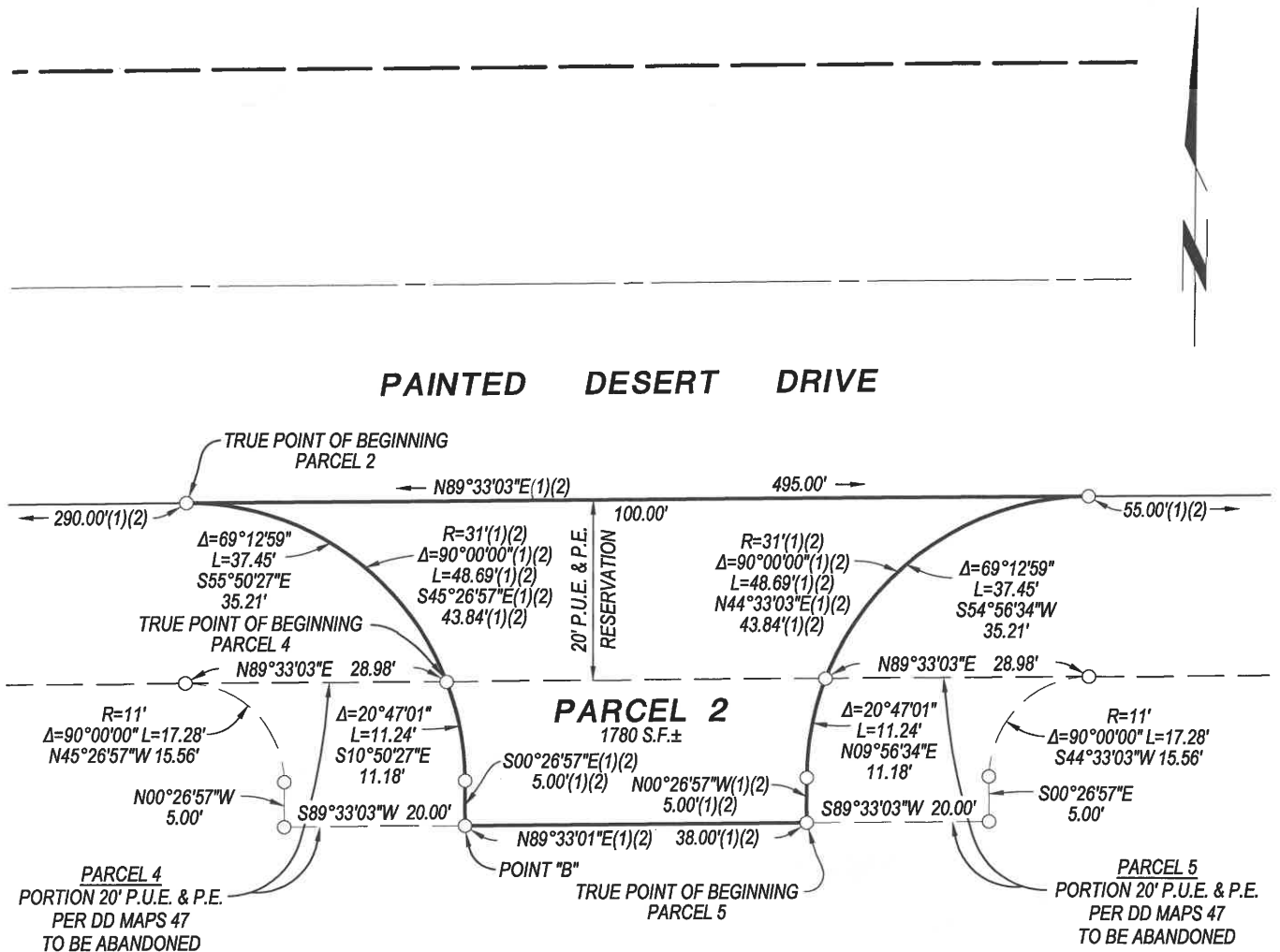
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survey email: staking@mpengr.com • web: www.mpengr.com

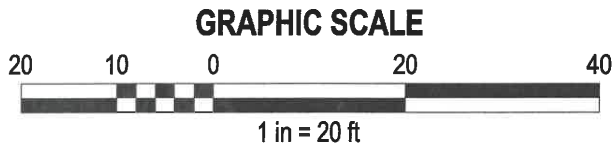
DRAWN:	MJC	JOB NO:	160018
CHECKED:	MJC	DATE:	JUNE 2020
SCALE:	1"=20'	SHEET:	2 of 3

EXHIBIT "D"
**PUBLIC RIGHT OF WAY, P.U.E.,
P.E. & I.O.D. ABANDONMENT
FRONTING RESULTANT LOT 9
DOC. NO. 2017-0031660
CITY OF ROSEVILLE, CALIFORNIA**

Dwg: X:201616-0018-01 (HP CAMPUS OAK APT PHASE 2)DWG:SRVYEXHIBITSABANDONMENTSITE\160018-S1-EX04.DWG | Saved: 11-06-19 02:17pm | MCHARA



**RESULTANT LOT 9
DOC. NO. 2017-0031660**



6.10.2020



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DRAWN:	MJC	JOB NO:	160018
CHECKED:	MJC	DATE:	JUNE 2020
SCALE:	1"=20'	SHEET:	3 of 3

EXHIBIT "D"
**PUBLIC RIGHT OF WAY, P.U.E.,
P.E. & I.O.D. ABANDONMENT
FRONTING RESULTANT LOT 9
DOC. NO. 2017-0031660
CITY OF ROSEVILLE, CALIFORNIA**

EXHIBIT "A-1"
LEGAL DESCRIPTION
PUBLIC RIGHT OF WAY ABANDONMENT
PAGE 1 OF 1

All that certain real property situate in the City of Roseville, County of Placer, State of California, described as follows:

A portion of Painted Desert Drive, as said drive is shown and so designated on that certain Final Map entitled, "Campus Oaks" filed in Book DD of Maps, Page 47, Placer County Records, more particularly described as follows:

Parcel 1:

BEGINNING at the northeast corner of Lot 6, as said lot is shown and so designated on the above referenced Final Map; thence from the POINT OF BEGINNING, along the southerly lines of said Drive the following three (3) courses: (1) South 89°33'01" West 19.00 feet; (2) North 00°26'56" West 5.00 feet and; (3) 48.69 feet along the arc of a tangent curve to the right, having a radius of 31.00 feet, through a central angle of 90°00'01", and being subtended by a chord bearing North 45°26'56" West 43.84 feet; thence leaving said southerly line, North 89°33'03" East 50.00 feet; thence South 00°26'56" East 36.00 feet to the POINT OF BEGINNING.

Containing 890 square feet, more or less.

RESERVING from the northerly twenty (20) feet of the above described Parcel 1 public utility easements for the installation and maintenance of, but not limited to, water, gas, sanitary sewer pipes and appurtenances pertaining thereto, and for underground wires and conduits and above ground appurtenances pertaining thereto for electric, television, and telephone services and for traffic control appurtenances, together with public easements for the passage of pedestrian traffic together with any and all appurtenances pertaining thereto.



EXHIBIT "B-1"
LEGAL DESCRIPTION
PUBLIC UTILITY EASEMENT & PEDESTRIAN EASEMENT ABANDONMENT
PAGE 1 OF 1

All that certain real property situate in the City of Roseville, County of Placer, State of California, described as follows:

A portion of Lot 6, as said lot is shown and so designated on that certain Final Map entitled, "Campus Oaks" filed in Book DD of Maps, Page 47, Placer County Records, more particularly described as follows:

Parcel 2:

COMMENCING at the northeast corner of the above referenced lot; thence from the POINT OF COMMENCEMENT along the northerly line of said lot, South $89^{\circ}33'01''$ West 19.00 feet to the TRUE POINT OF BEGINNING; thence from the TRUE POINT OF BEGINNING, continuing along the northerly lines of said lot the following two (2) courses: (1) North $00^{\circ}26'56''$ West 5.00 feet and; (2) 11.25 feet along the arc of a tangent curve to the left, having a radius of 31.00 feet, through a central angle of $20^{\circ}47'02''$, and being subtended by a chord bearing North $10^{\circ}50'27''$ West 11.18 feet; thence leaving said northerly line, South $89^{\circ}33'03''$ West 28.98 feet a point on the southerly lines of that certain 20-foot-wide Public Utility Easement and Pedestrian Easement, as said easements are shown and so designated on that certain Final map entitled, "Campus Oaks" filed in Book DD of Maps, Page 47, Placer County Records; thence along the southerly lines of said easements the following three (3) courses: (1) 17.28 feet along the arc of a curve to the right, having a radius of 11.00 feet, through a central angle of $90^{\circ}00'01''$, and being subtended by a chord bearing South $45^{\circ}26'56''$ East 15.56 feet; (2) South $00^{\circ}26'56''$ East 5.00 feet and; (3) North $89^{\circ}33'04''$ East 20.00 feet to the TRUE POINT OF BEGINNING.



6-10-2020

EXHIBIT "C-1"
LEGAL DESCRIPTION
IRREVOCABLE OFFER OF DEDICATION ABANDONMENT
PAGE 1 OF 1

All that certain real property situate in the City of Roseville, County of Placer, State of California, described as follows:

All that portion of that certain 54' Irrevocable Offer of Dedication, being a portion of Lot 6, as said Irrevocable Offer of Dedication and said lot are shown and so designated on that certain Final Map entitled, "Campus Oaks" filed in Book DD of Maps, Page 47, Placer County Records.



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WOODCREEK OAKS BOULEVARD

PAINTED DESERT DRIVE

20' P.U.E. & P.E.
PER DD MAPS 47

54' I.O.D. PER
DD MAPS 47

SEE SHEET 2

LOT 6
DD MAPS 47

35' P.U.E. PER
34 P.M. 73

LOT 7
DD MAPS 47

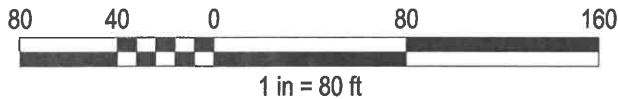
RESULTANT LOT 9
DOC. NO. 2017-0031660

RESULTANT LOT 8
DOC. NO. 2017-0031660

LEGEND

(1).....RECORD DATA PER DD MAPS 47
I.O.D.....IRREVOCABLE OFFER OF DEDICATION
P.U.E....PUBLIC UTILITY EASEMENT
P.E.....PEDESTRIAN EASEMENT

GRAPHIC SCALE



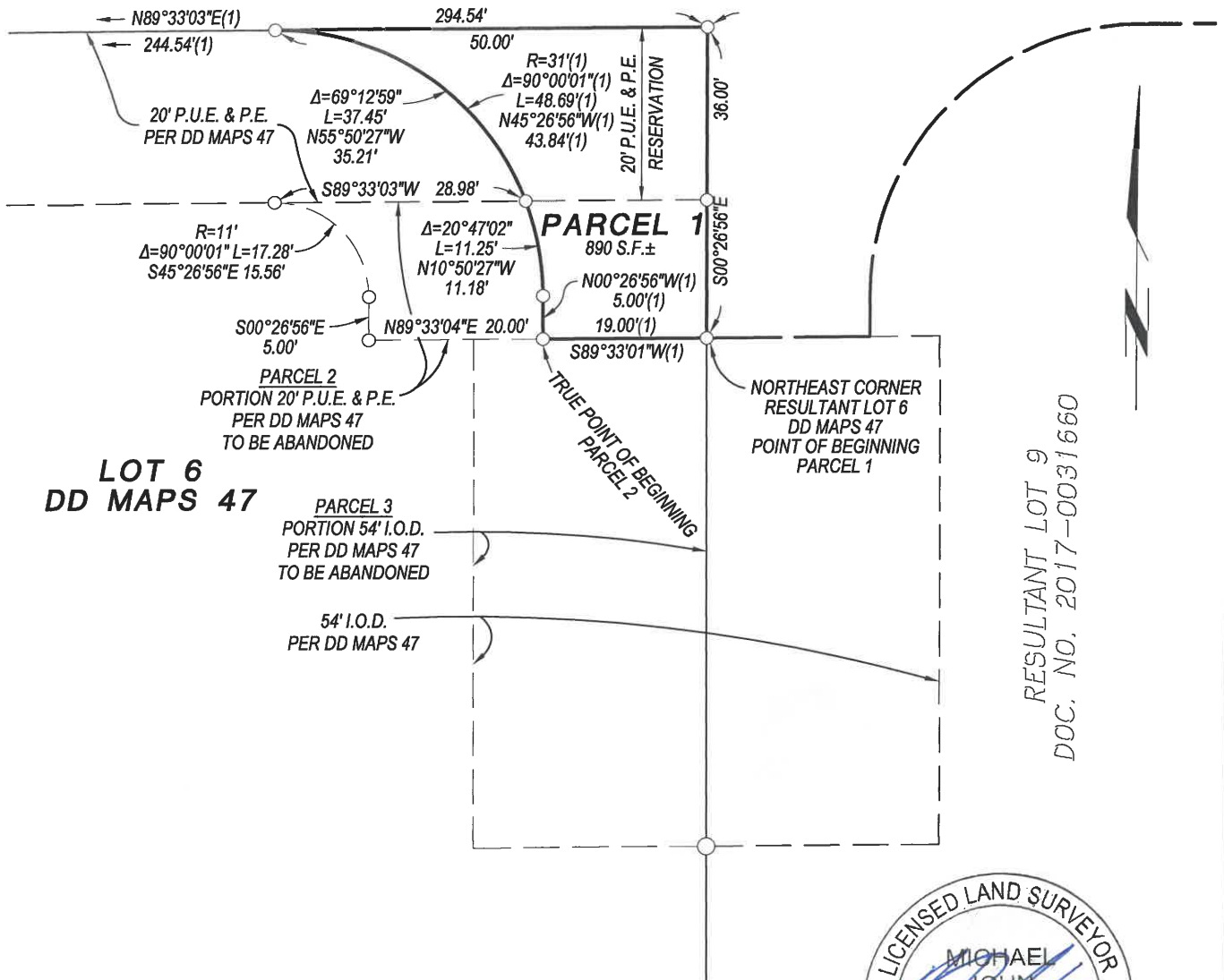
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DRAWN:	MJC	JOB NO:	160018
CHECKED:	MJC	DATE:	JUNE 2020
SCALE:	1"=80'	SHEET:	1 of 2

EXHIBIT "D-1"
**PUBLIC RIGHT OF WAY, P.U.E.,
P.E. & I.O.D. ABANDONMENT**
FRONTING LOT 6
DD MAPS 47
CITY OF ROSEVILLE, CALIFORNIA

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PAINTED DESERT DRIVE



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DRAWN:	MJC	JOB NO:	160018
CHECKED:	MJC	DATE:	JUNE 2020
SCALE:	1"=20'	SHEET:	2 of 2

EXHIBIT "D-1"

**PUBLIC RIGHT OF WAY, P.U.E.,
P.E. & I.O.D. ABANDONMENT**

FRONTING LOT 6

DD MAPS 47

CITY OF ROSEVILLE, CALIFORNIA



COUNCIL COMMUNICATION

CC #: 0918
File #: 1001-02

Title: Campus Oaks Fire Station - Acceptance of Irrevocable Offer of Dedication of Land
Contact: Kerry Andrews 916-774-5346 kandrews@roseville.ca.us

Meeting Date: 8/5/2020
Item #: 7.16.

RECOMMENDATION TO COUNCIL

It is recommended that the City Council take the following action:

1. Adopt the attached resolution accepting the in fee irrevocable offer of dedication of Lot 6 as offered on the Large Lot Final Map of Campus Oaks recorded in Book DD of Maps, Page 47, as described in attached Exhibit A and depicted on Exhibit B.
2. Authorize the City Manager to execute any and all other documents as may be necessary to effect the recordation and enforcement of this acceptance.
3. Authorize the City Clerk or her designee to record the Resolution of Acceptance at the Reorder's Office of Placer County.

BACKGROUND

Campus Oaks Apartments 2 LP, the developer of the Campus Oaks Apartments located at 350 Roseville Parkway in Roseville, has requested that they be allowed to utilize the adjacent future fire station property for construction staging and to house their construction trailer. The Campus Oaks Apartment project is a mixed-income community providing 45 units for affordable housing to individuals and/or families with incomes at or below 50% of the area median income. Staff has determined that providing additional affordable housing within the City is a benefit that should be facilitated. Therefore, staff has prepared a Temporary Right of Entry and Use Agreement for the City and developer to enter into. However, prior to the City entering into the agreement, the City must first take ownership of the Campus Oaks fire station property.

On December 16, 2015, the City approved the Large Lot Final Map of Campus Oaks and it was subsequently recorded on December 23, 2015, in Book DD of Maps, Page DD in the office of the Recorder of Placer County. On the final map, Lot 6 was irrevocably offered in fee to the City as a site for a future public fire station and the City rejected the offer, but reserved the right to accept it at a later date. Under the Subdivision Map Act, offers of dedication rejected by the legislative body remain open and can be accepted by resolution at a later date.

Staff has determined that it would benefit the City to take ownership of the Campus Oaks fire station property in order to facilitate the completion of the Campus Oaks Apartment project thereby providing additional affordable housing within the City. It would also allow the construction staging and trailer to be relocated to the fire station parcel which would free up the area on the apartment site where the Campus Parkway road is located. This road could then be utilized by both the apartment complex and by the neighboring residential subdivision, Campus Oaks Village CO-04. Concerns regarding the City's maintenance costs have been addressed in the Temporary Right of Entry and Use Agreement. This agreement requires the developer to maintain the property until the City is ready to build the fire station, and to return the site to its original condition once construction is complete. Therefore, staff recommends that the City accept the in fee irrevocable offer of Lot 6, the future site of the Campus Oaks fire station.

FISCAL IMPACT

There is no fiscal impact to the City's General Fund associated with this approval.

ENVIRONMENTAL REVIEW

Council approval of the resolution accepting the in fee irrevocable offer of dedication is an action that is subject to CEQA. Project level CEQA compliance for the project was accomplished with the preparation of the Hewlett Packard Master Plan EIR, adopted in 2015 (SCH#95112022), and subsequent CEQA addendums for the Hewlett Packard Campus Oaks Master Plan. Because the action is consistent with the project evaluated in the previously certified and adopted CEQA documents, no new affects would be expected to occur and all applicable mitigation measures from the CEQA documents will be implemented. As such, no additional CEQA action is required at this time.

Respectfully Submitted,

Kerry Andrews, Assistant Engineer

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 20-320

Exhibit A - Legal Description

Exhibit B - Map

Large Lot Final Map of Campus Oaks

RESOLUTION NO. 20-320

ACCEPTING THE IN FEE IRREVOCABLE OFFER OF DEDICATION OF LOT 6 AS OFFERED ON THE LARGE LOT FINAL MAP OF CAMPUS OAKS, AND AUTHORIZE THE CITY MANAGER TO EXECUTE ANY AND ALL DOCUMENTS AS MAY BE NECESSARY TO EFFECT THE RECORDATION AND ENFORCEMENT OF THIS ACCEPTANCE ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, in 2015, the City Council approved a Large Lot Map for Campus Oaks and it was recorded on December 23, 2015, in Book DD of Maps, Page 47, in the office of the Recorder of Placer County; and

WHEREAS, on the final map, Lot 6 was irrevocably offered in fee to the City as a site for a future public fire station and the City rejected the offer, but reserved the right to accept it at a later date; and

WHEREAS, under the Subdivision Map Act, offers of dedication rejected by the legislative body remain open and can accepted by resolution at a later date; and

WHEREAS, staff has determined that it would benefit the City to take ownership of the Campus Oaks fire station property in order to facilitate the completion of the Campus Oaks Apartment project thereby providing additional affordable housing within the City; and

WHEREAS, staff recommends that the City accept the in fee irrevocable offer of Lot 6, the future site of the Campus Oaks fire station.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville that said In Fee Irrevocable Offer of Dedication, as described in Exhibit A and depicted on Exhibit B, is hereby accepted.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute any and all documents as may be necessary to effect the recordation and enforcement of this acceptance on behalf of the City of Roseville, and the City Clerk is directed to record the Resolution of Acceptance with the Placer County Recorder.

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

Exhibit "A"

Legal Description of the Campus Oaks Fire Station Parcel

All that certain real property situated in the City of Roseville, County of Placer, State of California, situated in Section 20, Township 11 North, Range 6 East, Mount Diablo Meridian, more particularly described as follows:

ALL OF LOT 6, AS SAID LOT 6 IS SHOWN AND SO DESIGNATED ON THAT CERTAIN MAP ENTITLED "LARGE LOT FINAL MAP CAMPUS OAKS SUBDIVISION NO. PL14-0373" AND FILED FOR RECORD ON DECEMBER 23, 2015, IN BOOK DD OF MAPS AT PAGE 47, PLACER COUNTY RECORDS.

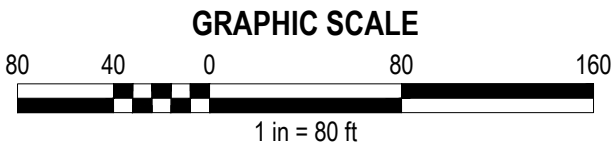
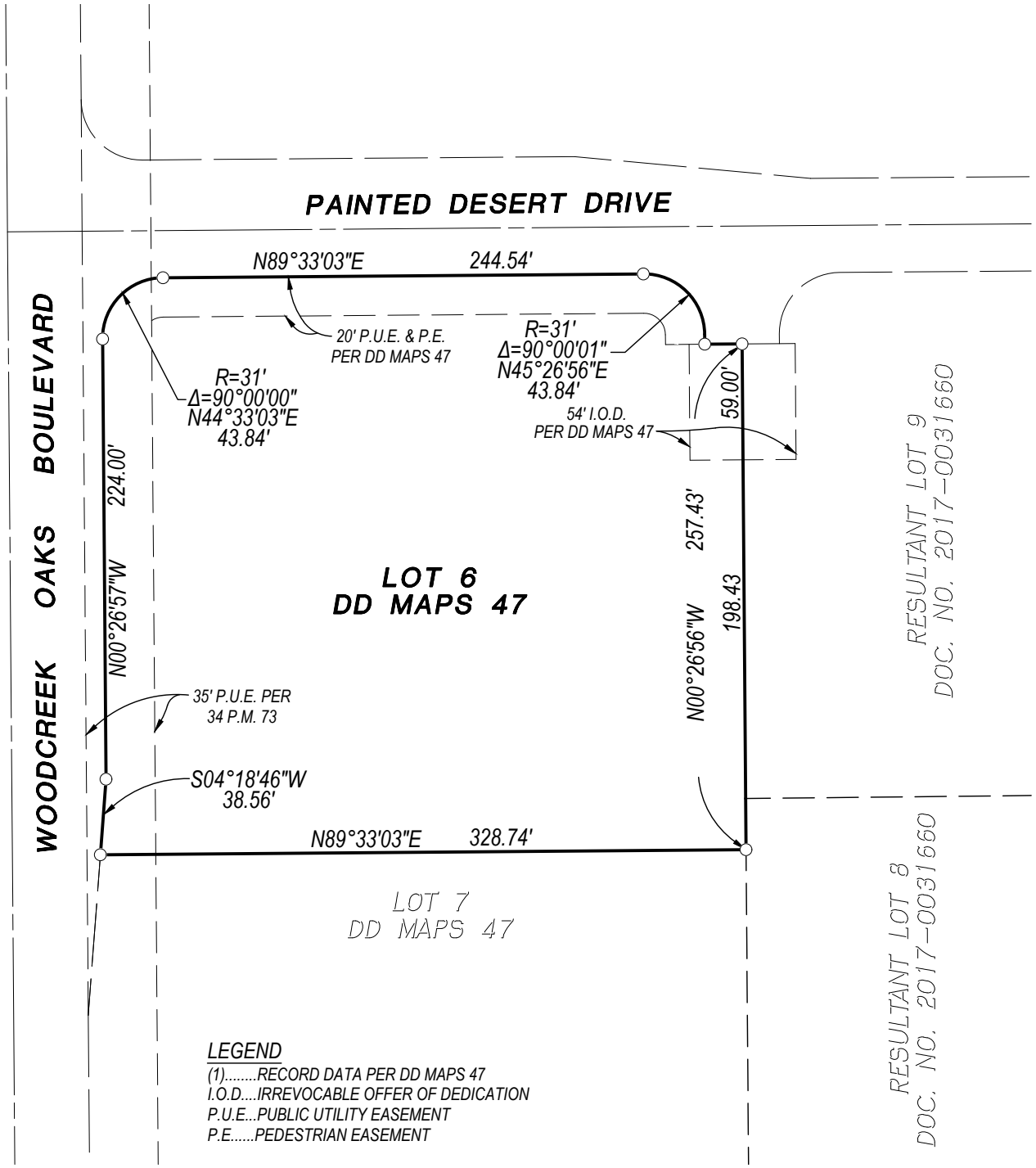


Exhibit "B"

PROPERTY EXHIBIT
IRREVOCABLE OFFER OF DEDICATION
LOT 6 OF CAMPUS OAKS LARGE LOT FINAL MAP

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THIS LARGE LOT FINAL MAP OF CAMPUS OAKS, AND THEY HEREBY CONSENT TO THE PREPARATION AND RECORDING OF THIS LARGE LOT FINAL MAP OF CAMPUS OAKS; AND THEY OFFER FOR DEDICATION HEREON AND HEREBY DEDICATE TO THE PUBLIC FOR THE HEREINAFTER DESCRIBED PURPOSES, THE FOLLOWING:

THE REAL PROPERTY DESCRIBED BELOW IS IRREVOCABLY OFFERED FOR DEDICATION IN FEE FOR PUBLIC PURPOSES:

- STREETS NEW MEADOWS DRIVE, HP WAY, CRIMSON RIDGE, PAINTED DESERT DRIVE, WOODCREEK OAKS BOULEVARD AND CAMPUS PARKWAY (INCLUDING ALL IMPROVEMENTS THEREON) AS SHOWN HEREON ARE IRREVOCABLY OFFERED FOR DEDICATION AS PUBLIC RIGHT OF WAY.
- AS PUBLIC RIGHT OF WAY PURPOSES ON, OVER, AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "I.O.D."
- LOTS A, C, AND G FOR PARK PURPOSES.
- LOTS D AND E FOR OPEN SPACE PURPOSES.
- LOTS B AND F FOR PASEO PURPOSES AND OPEN SPACE.
- LOT 24 AS A WELL SITE.
- LOT 6 AS A FIRE STATION SITE.

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

- PUBLIC UTILITY EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF, BUT NOT LIMITED TO, WATER, GAS, SANITARY SEWER PIPES AND APPURTENANCES PERTAINING THERETO, AND FOR UNDERGROUND WIRES AND CONDUITS AND ABOVE GROUND APPURTENANCES PERTAINING THERETO FOR ELECTRIC, TELEVISION, AND TELEPHONE SERVICES AND FOR TRAFFIC CONTROL APPURTENANCES ON, OVER, UNDER, AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "P.U.E." (PUBLIC UTILITY EASEMENT).
- SEWER EASEMENTS FOR PIPELINE PURPOSES AND INCIDENTALS THERETO, INCLUDING BUT NOT LIMITED TO THE CONSTRUCTION AND MAINTENANCE OF A GRAVITY OR PRESSURE SEWER LINE, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS UPON, OVER, UNDER AND ACROSS A STRIP OF LAND SHOWN HEREON AND DESIGNATED "SEWER EASEMENT"
- PUBLIC EASEMENTS FOR THE PASSAGE OF PEDESTRIAN TRAFFIC TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED AS "P.E." (PEDESTRIAN EASEMENT).

END OF PUBLIC DEDICATIONS

BBC ROSEVILLE OAKS, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY

BY: [Signature]

Stephen L. Desjardins, Member
PRINT NAME AND TITLE

NOTARY 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 December 16, 2015 BEFORE ME, Jeananne Bricker NOTARY PUBLIC PERSONALLY APPEARED Stephen L. Desjardins 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/IT/ 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 Jeananne Bricker
NOTARY PUBLIC, STATE OF CALIFORNIA

MY COMMISSION NO. 2124004 AND EXPIRES ON: Sep. 16, 2019
MY PRINCIPLE PLACE OF BUSINESS: Placer COUNTY

Jeananne Bricker Jeananne Bricker
SIGNATURE PRINT NAME

CITY CLERK'S STATEMENT

I HEREBY CERTIFY THAT THE CITY COUNCIL, CITY OF ROSEVILLE, HAS APPROVED THIS FINAL MAP OF "LARGE LOT FINAL MAP OF CAMPUS OAKS", AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, SUBJECT TO IMPROVEMENT, THE EASEMENTS OFFERED HEREON FOR DEDICATION, BUT HAS REJECTED AT THIS TIME ON BEHALF OF THE PUBLIC, BUT RESERVES THE RIGHT TO ACCEPT AT A LATER DATE, ALL THE IRREVOCABLE OFFERS OF DEDICATION IN ACCORDANCE WITH THE TERMS OF THOSE OFFERS. THE CITY COUNCIL HAS ALSO APPROVED THE ABANDONMENT OF THE RIGHTS OF WAY AND EASEMENTS LISTED HEREON.

12/17/15
DATE

[Signature]
CITY CLERK, CITY OF ROSEVILLE

BY: _____
ASSISTANT CITY CLERK, CITY OF ROSEVILLE

PUBLIC AGENCY RECONVEYANCE CERTIFICATE

PURSUANT TO SECTION 66477.5 OF THE SUBDIVISION MAP ACT, SHOULD THE CITY OF ROSEVILLE DETERMINE THAT THE PUBLIC PURPOSE FOR WHICH LOTS 6 AND 24 ARE DEDICATED NO LONGER EXISTS, THE CITY OF ROSEVILLE SHALL RECONVEY THE PROPERTY TO THE GRANTOR, WHOSE CURRENT ADDRESS IS LISTED BELOW, OR TO THEIR SUCCESSOR(S) IN INTEREST.

SUBDIVIDER: BBC ROSEVILLE OAKS, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY

ADDRESS: 130 DIAMOND CREEK PLACE, STE. 1, ROSEVILLE, CALIFORNIA 95747

RECORDER'S STATEMENT

ACCEPTED FOR RECORD AND FILED IN THE OFFICE OF THE COUNTY RECORDER OF PLACER COUNTY, STATE OF CALIFORNIA, THIS 23 DAY OF December 2015 AT 3:07 P.M. IN BOOK DD OF MAPS AT PAGE 47 PLACER COUNTY RECORDS, AT THE REQUEST OF ANDREGG GEOMATICS.

FEE: \$38.00

FILE NO: 2015-0110141

JIM MCCAULEY
PLACER COUNTY RECORDER
DEPUTY

SURVEYOR'S STATEMENT

THIS LARGE LOT FINAL MAP OF CAMPUS OAKS WAS PREPARED BY ME, OR UNDER MY DIRECTION, AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE, AT THE REQUEST OF BBC ROSEVILLE OAKS LLC IN AUGUST, 2015. I HEREBY STATE THAT THIS LARGE LOT FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP; THAT ALL MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED BY NOVEMBER 1, 2017 AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

ANDREGG GEOMATICS



[Signature] 12-08-2015
DENNIS GEOFFREY MEYER, LS 4751 DATE
LICENSE EXPIRES: 09/30/2017

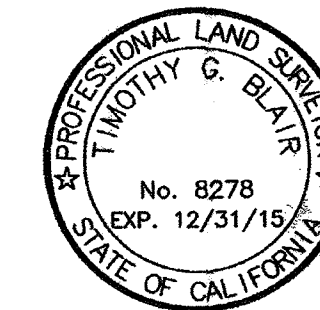
CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS LARGE LOT FINAL MAP OF CAMPUS OAKS 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.

[Signature] 12/16/15
MARC STOUT, RCE 69879 DATE
CITY ENGINEER, CITY OF ROSEVILLE
LICENSE EXPIRES: 9/30/2016

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

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE



[Signature] 12/16/15
TIMOTHY G. BLAIR, LS 8278 DATE
LICENSE EXPIRES: 12/31/2015

LARGE LOT FINAL MAP CAMPUS OAKS

SUBDIVISION No. PL14-0373

ALL OF PARCELS 1, 2, 3 AND 4 OF THE CAMPUS OAKS
PARCEL MAP BOOK 35 OF PARCEL MAPS, PAGE 75, PCR
LYING WITHIN A PORTION OF
SECTIONS 20 & 29, T.11 N., R.6 E., M.D.B.M.

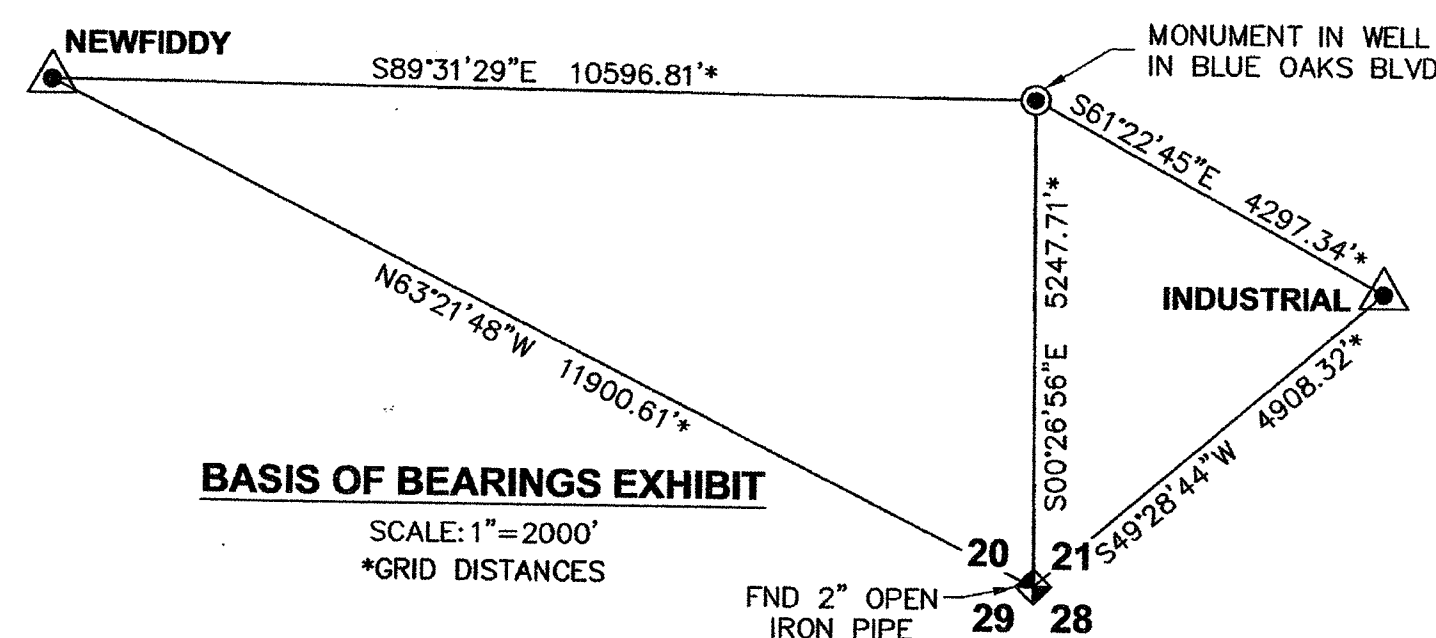
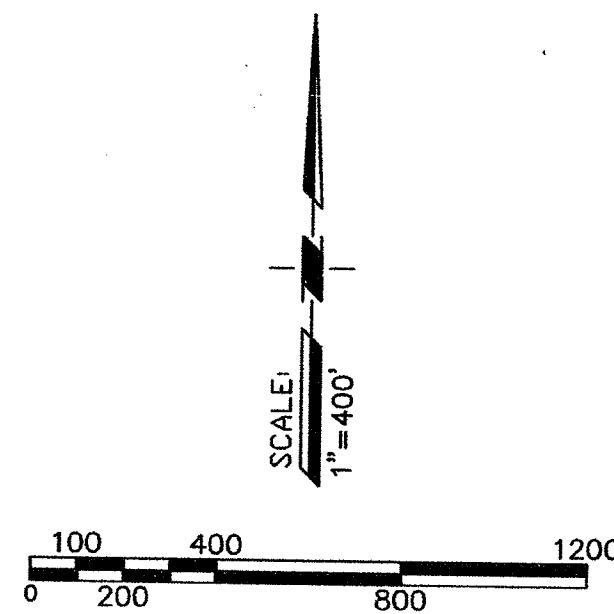
CITY OF ROSEVILLE
PLACER COUNTY, CALIFORNIA

DECEMBER 2015

**ANDREGG
GEOMATICS**
www.andregg.com
800-400-7072

LEGEND

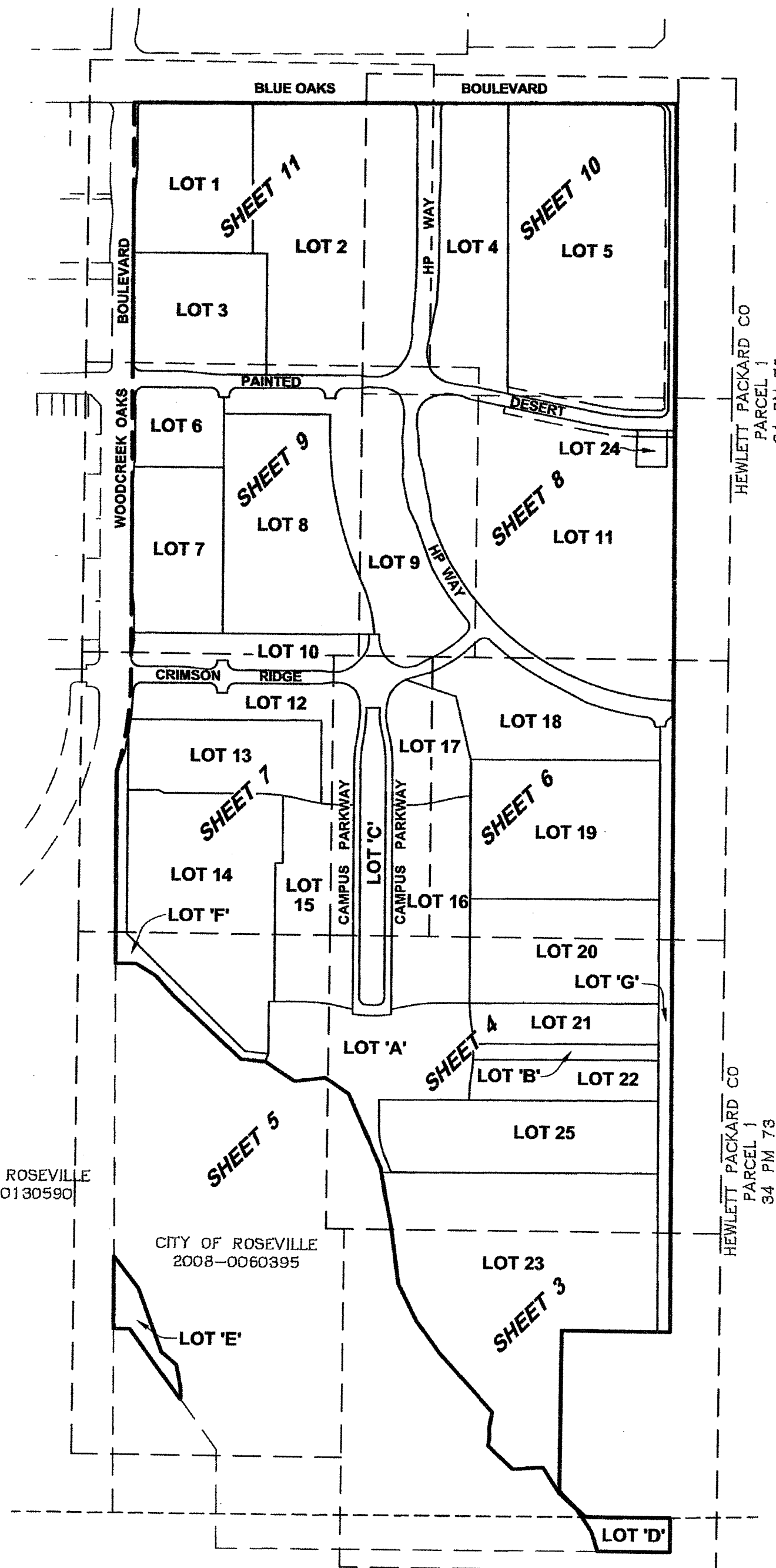
- ◆ . . . FOUND SECTION CORNER, QUARTER CORNER AS NOTED
- ⊙ . . . FOUND STANDARD CITY MONUMENT IN MONUMENT WELL
- ⦿ . . . FOUND 3/4" IRON PIN WITH COPPER COLLAR STAMPED LS8371
- . . . FOUND MONUMENT AS NOTED
- ⊠ . . . SET STANDARD CITY MONUMENT IN MONUMENT WELL STAMPED LS4751
- ⦿ . . . SET 3/4" IRON PIN WITH COPPER COLLAR STAMPED LS4751
- . . . DIMENSION POINT—NOTHING FOUND OR SET
- I.O.D. . . . IRREVOCABLE OFFER OF DEDICATION
- P.U.E. . . . PUBLIC UTILITY EASEMENT
- P.E. . . . PEDESTRIAN EASEMENT
- (OA) . . . OVERALL DIMENSION
- (1) . . . RECORD PER 35 PM 75, PCR



BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS MAP IS NAD 83, CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 2, EPOCH DATE 2010, BASED ON GPS TIES TO THE CALIFORNIA HIGH PRECISION GEODETIC NETWORK (HPGN) STATIONS INDUSTRIAL (PID-DH6533) AND NEWFIDDY (PID-DL9185) USING THE PUBLISHED DATA LISTED BELOW PER THE NATIONAL GEODETIC SURVEY (NGS):

STATION	LATITUDE	LONGITUDE	NORTHING(US FT)	EASTING(US FT)	CONVERGENCE
INDUSTRIAL	38°47'22.400439"N	121°18'30.176510"W	2,050,111.922	6,758,793.906	00°26'09.8"
NEWFIDDY	38°47'44.658500"N	121°21'31.463240"W	2,052,258.285	6,744,425.218	00°24'15.5"



NOTES

- ALL DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
- GROSS ACREAGE OF THE SITE SHOWN HEREON IS 189.91± AC.
- THE FILING OF THIS MAP CREATES 32 LARGE LOTS.
- THE FOLLOWING DOCUMENTS CONTAIN EASEMENTS THAT MAY AFFECT THE PROPERTY SHOWN HEREON; THE LOCATION OF WHICH ARE NOT DEFINED THEREIN:
2011-0039391, REFERS TO "GRANT OF ACCESS EASEMENT" AS STATED IN THE PARAGRAPH ENUMERATED "4." OVER PARCEL 4 OF 34 PM 73 AND FOR THE BENEFIT OF PARCEL 1 OF SAID 34 PM 73.
2011-0053955, REFERS TO "EASEMENTS FOR STORM WATER DRAINAGE SYSTEMS" OVER PARCEL 4 OF 34 PM 73 FOR THE BENEFIT OF PARCELS 1, 2 AND 3 OF SAID 34 PM 73
- PURSUANT TO SECTION 66499.20.2 OF THE GOVERNMENT CODE, LOTS 1, 2, 3 AND 4 AS SHOWN ON THE CERTAIN PARCEL MAP ENTITLED "CAMPUS OAKS" FILED FOR RECORD IN BOOK 35 OF PARCEL MAPS, AT PAGE 75, PLACER COUNTY RECORDS, ARE HEREBY MERGED AND RESUBDIVIDED AND THE FOLLOWING PUBLIC EASEMENTS AND RIGHTS OF WAY ARE HEREBY ABANDONED:
A. THE STREETS NEW MEADOWS DRIVE AND PAINTED DESERT DRIVE.
B. PUBLIC UTILITY EASEMENTS DESIGNATED "P.U.E."
C. PEDESTRIAN EASEMENTS DESIGNATED AS "P.E."

LOT DESIGNATION REVISIONS

TENTATIVE MAP/ CONDITIONS OF APPROVAL LOT DESIGNATION	LARGE LOT FINAL MAP LOT DESIGNATION
LOT 'H'	LOT 'B'
LOT 'I'	LOT 'F'

LARGE LOT FINAL MAP
CAMPUS OAKS
 SUBDIVISION No. PL14-0373
 ALL OF PARCELS 1, 2, 3 AND 4 OF THE CAMPUS OAKS
 PARCEL MAP BOOK 35 OF PARCEL MAPS, PAGE 75, PCR
 LYING WITHIN A PORTION OF
 SECTIONS 20 & 29, T.11 N., R.6 E., M.D.B.M.
 CITY OF ROSEVILLE
 PLACER COUNTY, CALIFORNIA
 DECEMBER 2015
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SEE SHEET 5

SEE SHEET 4

LOT 23
16.58±AC

LOT 'G'
2.41±AC

20' PG&E EASEMENT
2014-0054754

CITY OF ROSEVILLE
2008-0060395

HEWLETT PACKARD CO
PARCEL 1
34 PM 73

SEE DETAIL 'A'
ON THIS SHEET

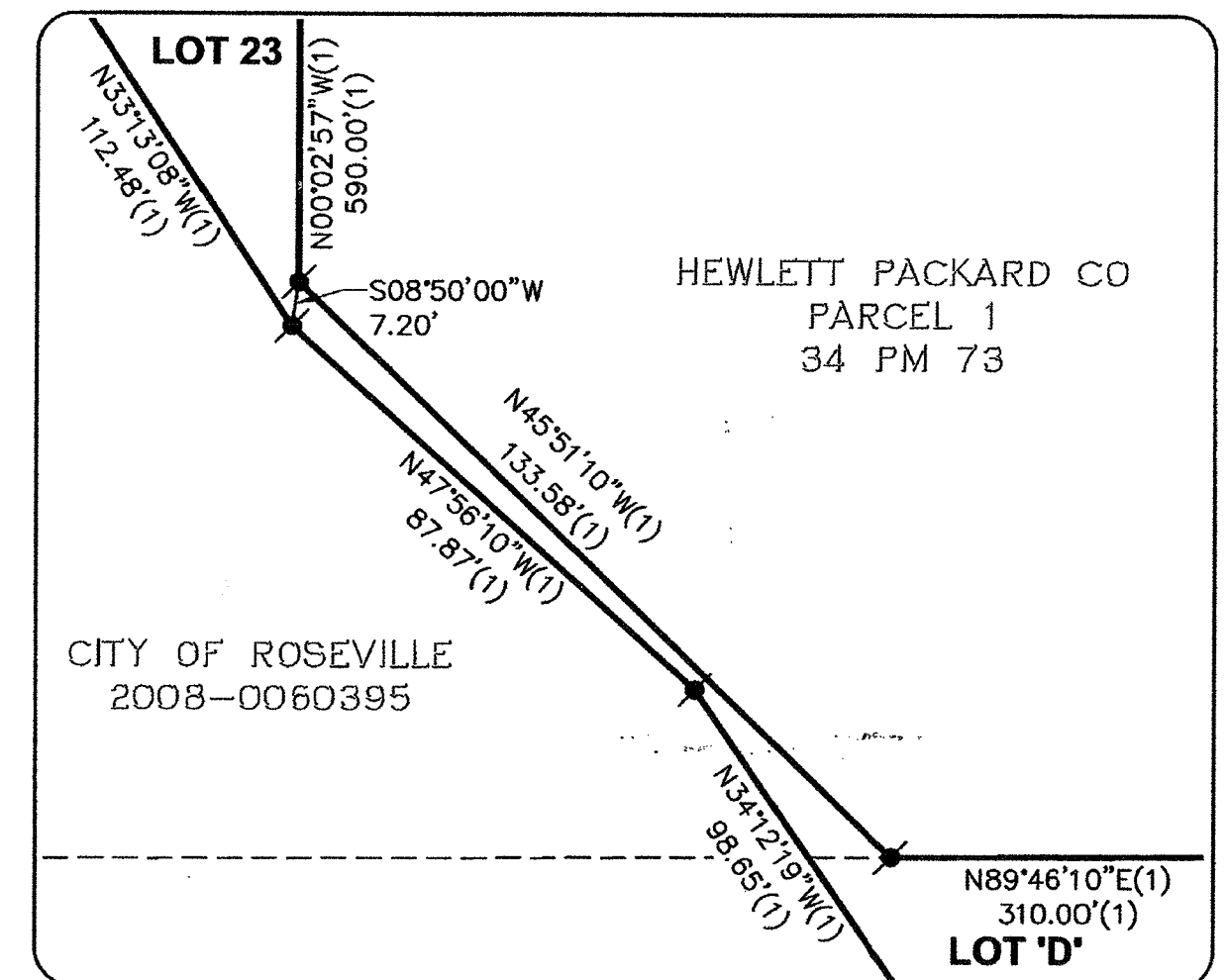
LOT 'D'

0.84±AC

20' PG&E EASEMENT
2014-0054754

N89°46'10"E (1) 264.38' (1)

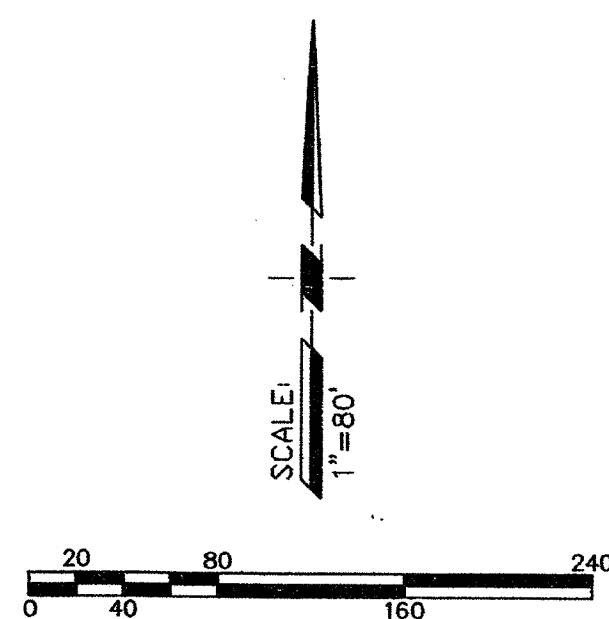
CITY OF ROSEVILLE
3805-646



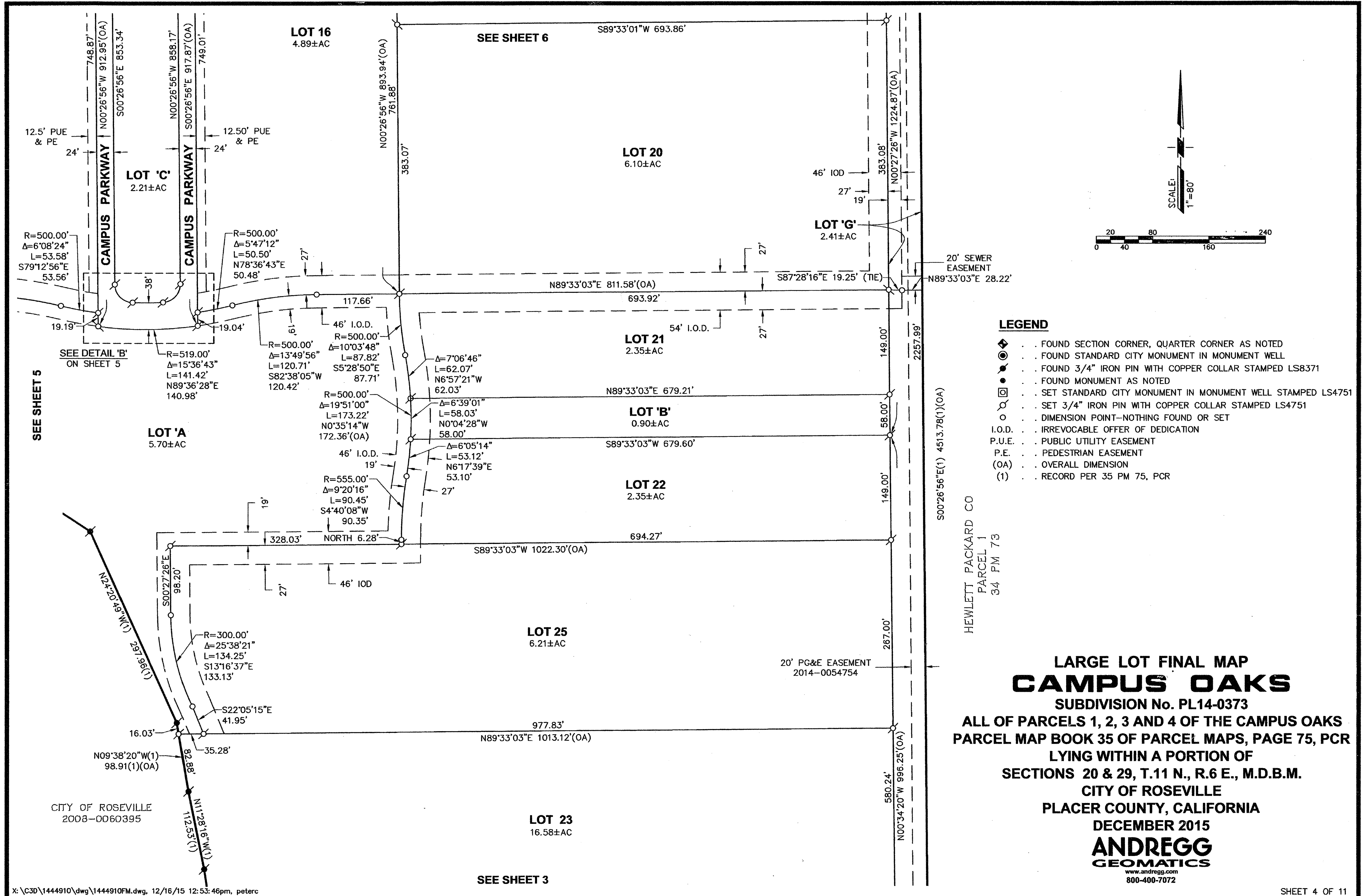
DETAIL 'A'
SCALE: 1"=30'

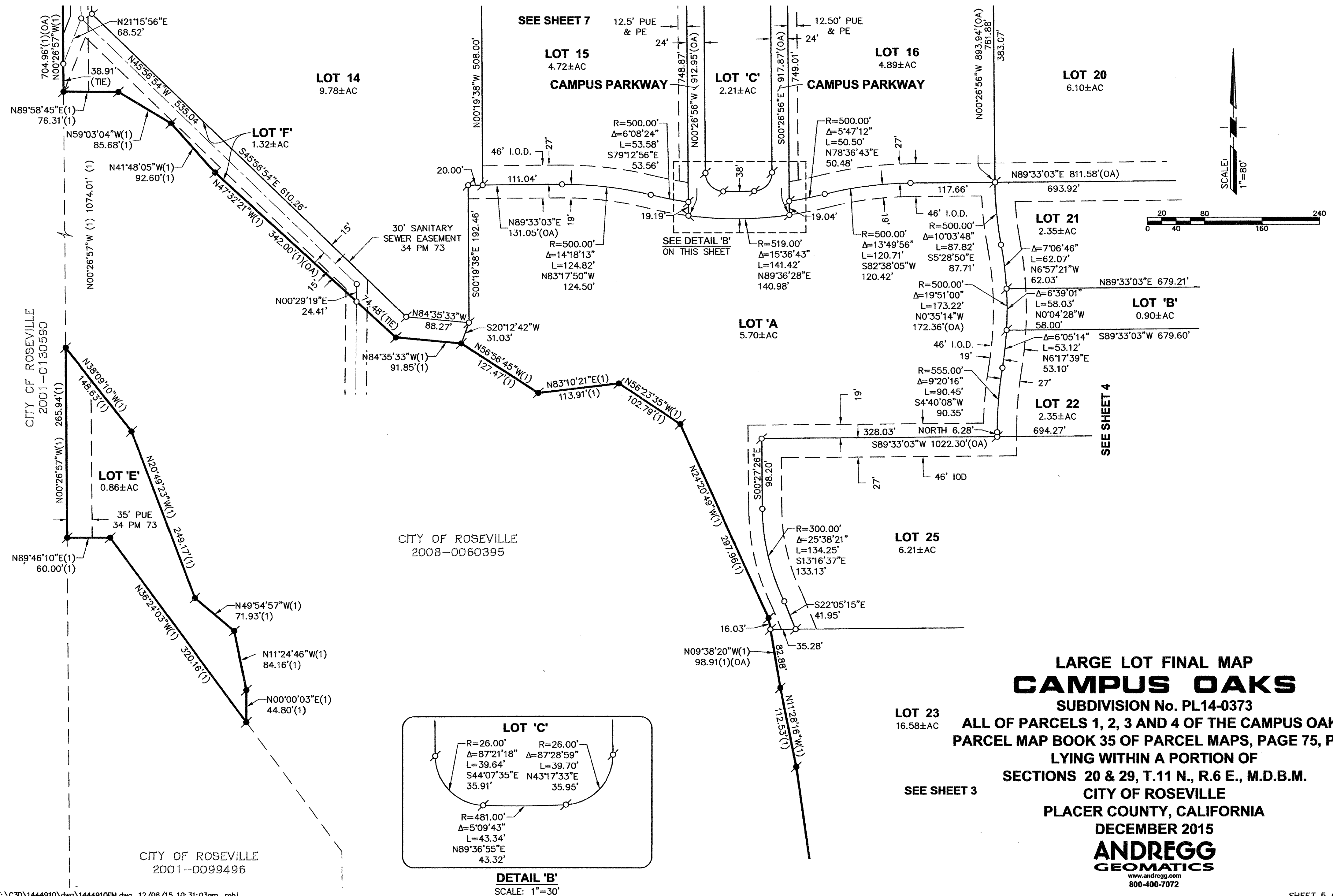
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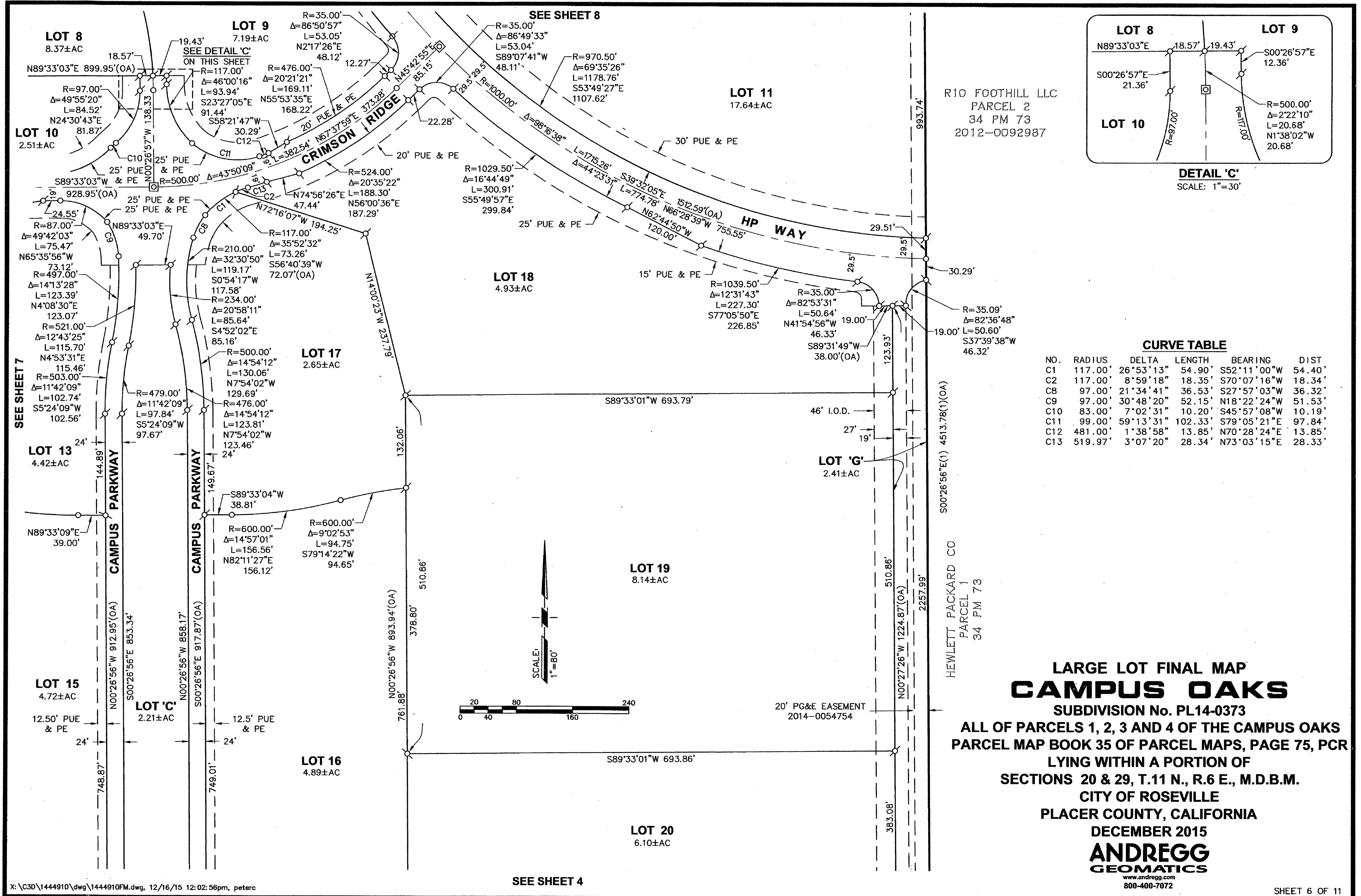
- ◆ . . . FOUND SECTION CORNER, QUARTER CORNER AS NOTED
- . . . FOUND STANDARD CITY MONUMENT IN MONUMENT WELL
- . . . FOUND 3/4" IRON PIN WITH COPPER COLLAR STAMPED LS8371
- . . . FOUND MONUMENT AS NOTED
- . . . SET STANDARD CITY MONUMENT IN MONUMENT WELL STAMPED LS4751
- . . . SET 3/4" IRON PIN WITH COPPER COLLAR STAMPED LS4751
- . . . DIMENSION POINT—NOTHING FOUND OR SET
- I.O.D. . . . IRREVOCABLE OFFER OF DEDICATION
- P.U.E. . . . PUBLIC UTILITY EASEMENT
- P.E. . . . PEDESTRIAN EASEMENT
- (OA) . . . OVERALL DIMENSION
- (1) . . . RECORD PER 35 PM 75, PCR

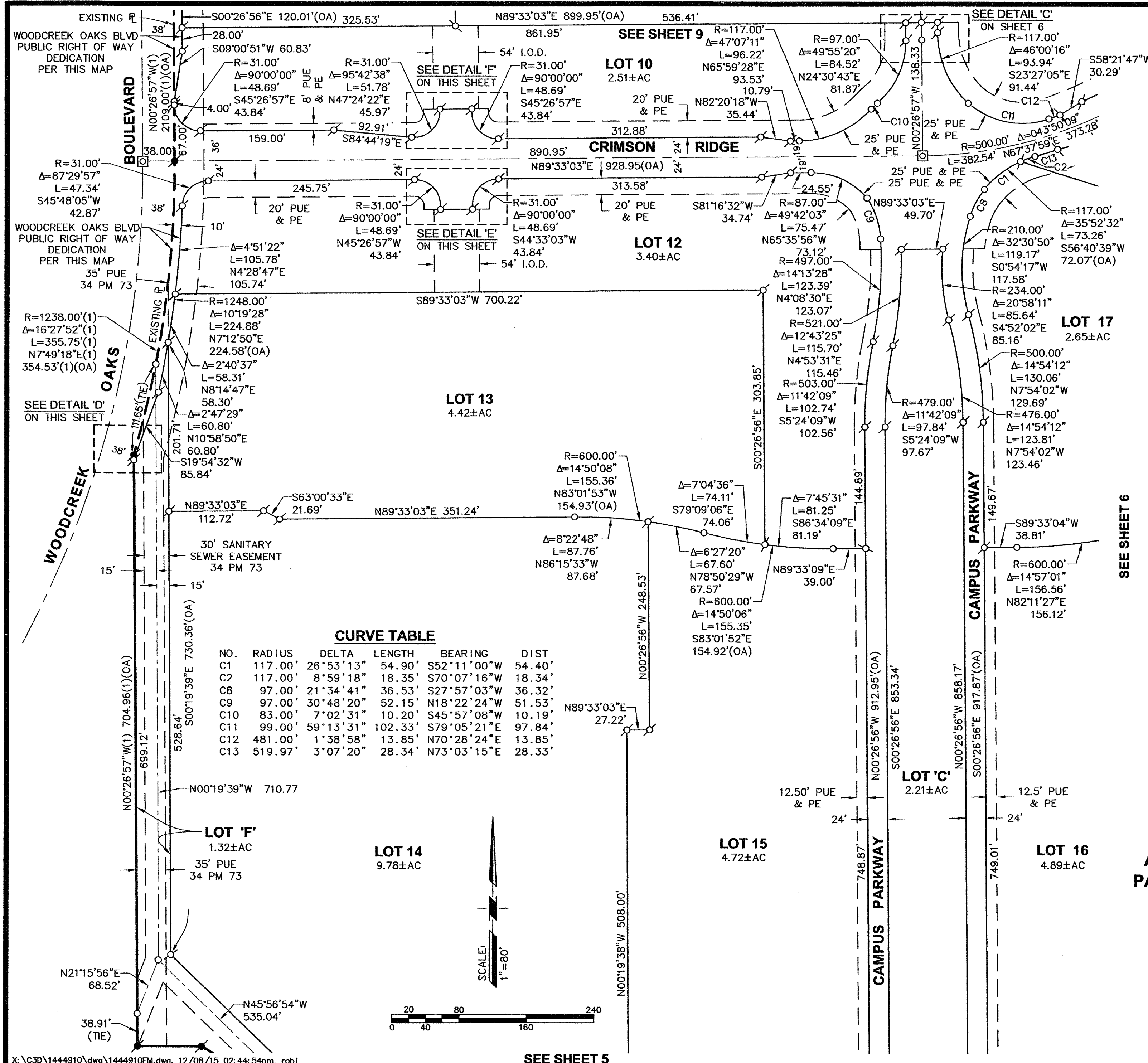


LARGE LOT FINAL MAP
CAMPUS OAKS
SUBDIVISION No. PL14-0373
ALL OF PARCELS 1, 2, 3 AND 4 OF THE CAMPUS OAKS
PARCEL MAP BOOK 35 OF PARCEL MAPS, PAGE 75, PCR
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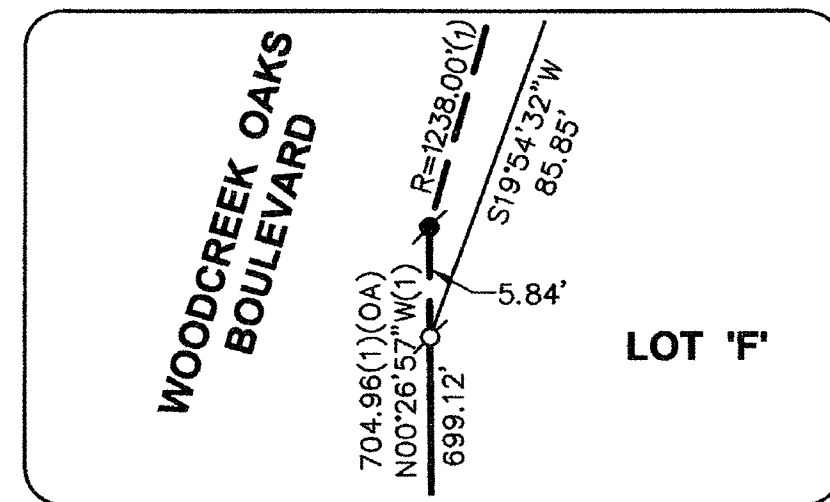




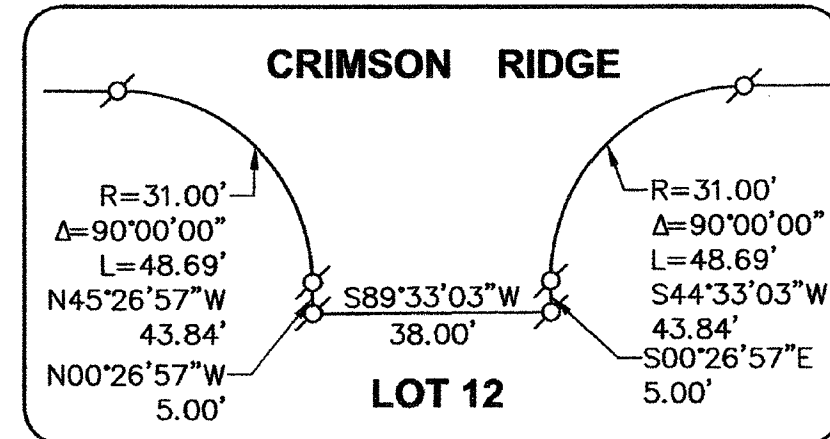




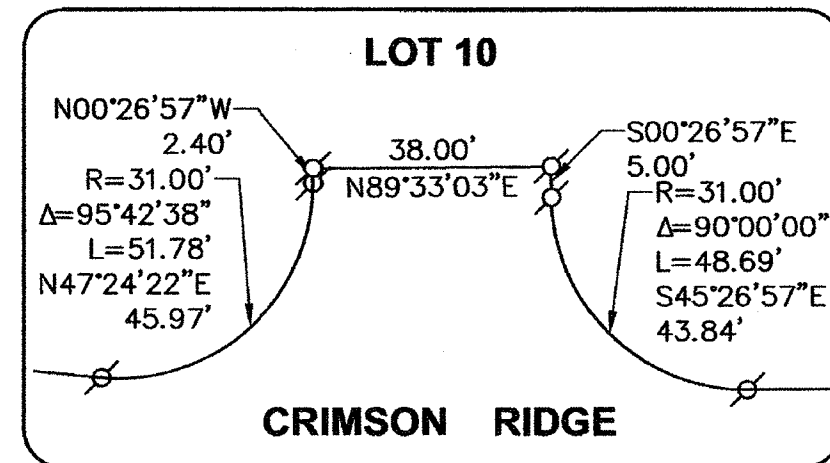
DETAIL 'D'
SCALE: 1"=10'



DETAIL 'E'
SCALE: 1"=30'



DETAIL 'F'
SCALE: 1"=30'

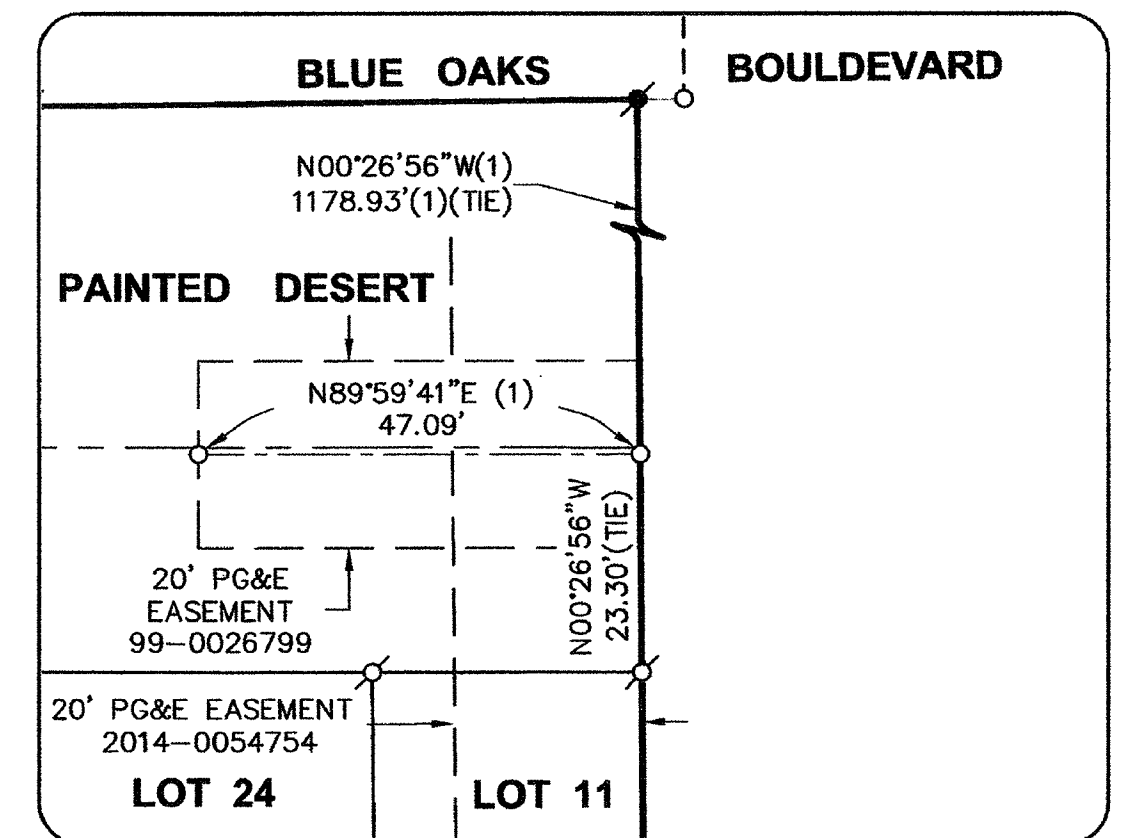


LEGEND

- ◆ FOUND SECTION CORNER, QUARTER CORNER AS NOTED
- FOUND STANDARD CITY MONUMENT IN MONUMENT WELL
- ⊙ FOUND 3/4" IRON PIN WITH COPPER COLLAR STAMPED LS8371
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- DIMENSION POINT—NOTHING FOUND OR SET
- I.O.D. IRREVOCABLE OFFER OF DEDICATION
- P.U.E. PUBLIC UTILITY EASEMENT
- L.S.E. LANDSCAPE EASEMENT
- P.E. PEDESTRIAN EASEMENT
- (OA) OVERALL DIMENSION
- (1) RECORD PER 35 PM 75, PCR

LARGE LOT FINAL MAP
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QUALITY INVESTMENT
PROPERTIES ROSEVILLE
LAND COMPANY
PARCEL 3
35 PM 39
2013-0058555



DETAIL 'L'
SCALE: 1"=20'

R10 FOOTHILL LLC
PARCEL 2
34 PM 73
2012-0092987

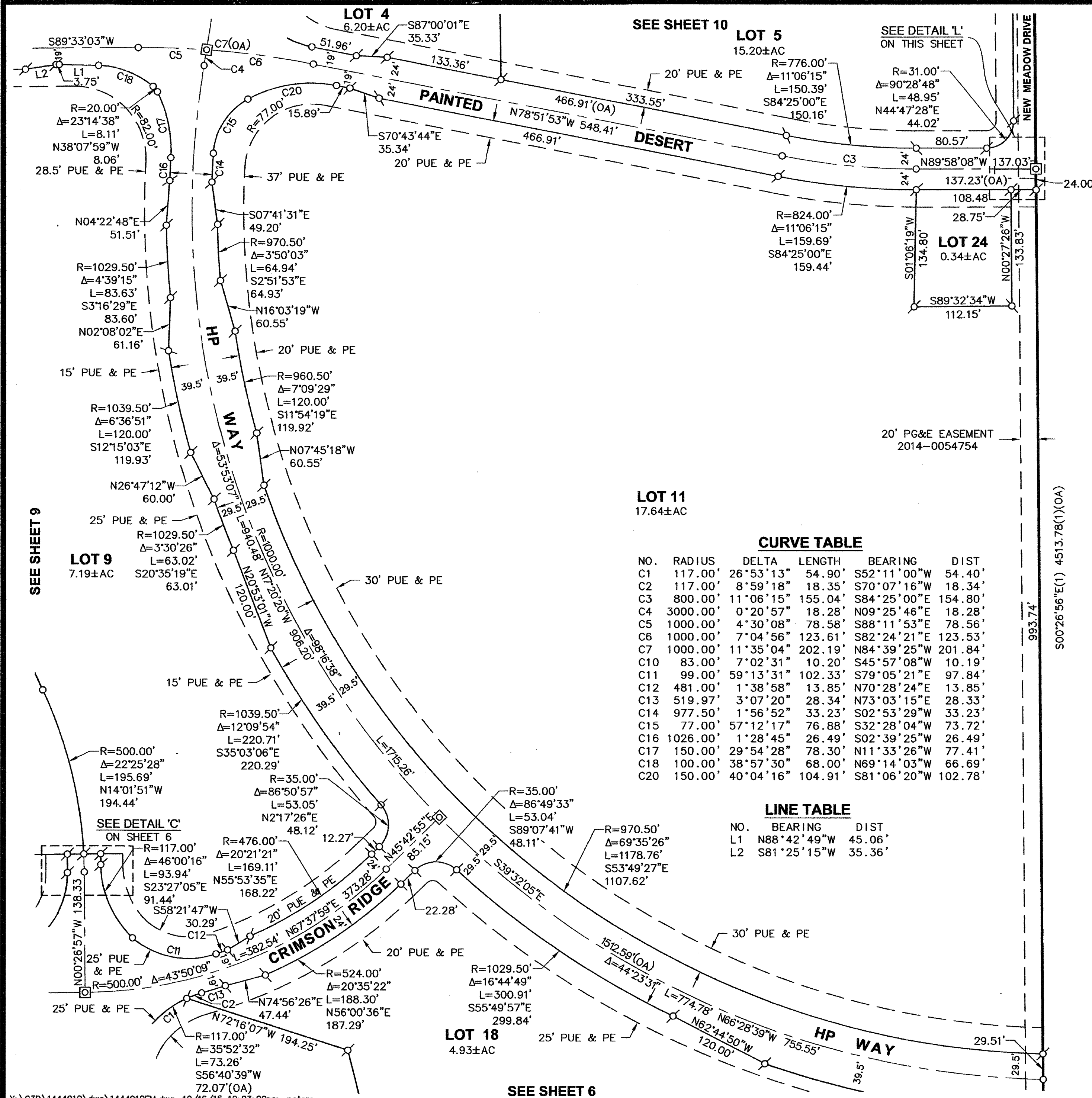
LOT 11
17.64±AC

CURVE TABLE

NO.	RADIUS	DELTA	LENGTH	BEARING	DIST.
C1	117.00'	26°53'13"	54.90'	S52°11'00"W	54.40'
C2	117.00'	8°59'18"	18.35'	S70°07'16"W	18.34'
C3	800.00'	11°06'15"	155.04'	S84°25'00"E	154.80'
C4	3000.00'	0°20'57"	18.28'	N09°25'46"E	18.28'
C5	1000.00'	4°30'08"	78.58'	S88°11'53"E	78.56'
C6	1000.00'	7°04'56"	123.61'	S82°24'21"E	123.53'
C7	1000.00'	11°35'04"	202.19'	N84°39'25"W	201.84'
C10	83.00'	7°02'31"	10.20'	S45°57'08"W	10.19'
C11	99.00'	59°13'31"	102.33'	S79°05'21"E	97.84'
C12	481.00'	1°38'58"	13.85'	N70°28'24"E	13.85'
C13	519.97'	3°07'20"	28.34'	N73°03'15"E	28.33'
C14	977.50'	1°56'52"	33.23'	S02°53'29"W	33.23'
C15	77.00'	57°12'17"	76.88'	S32°28'04"W	73.72'
C16	1026.00'	1°28'45"	26.49'	S02°39'25"W	26.49'
C17	150.00'	29°54'28"	78.30'	N11°33'26"W	77.41'
C18	100.00'	38°57'30"	68.00'	N69°14'03"W	66.69'
C20	150.00'	40°04'16"	104.91'	S81°06'20"W	102.78'

LINE TABLE

NO.	BEARING	DIST.
L1	N88°42'49"W	45.06'
L2	S81°25'15"W	35.36'



X:\C30\1444910\dwg\1444910FM.dwg, 12/16/15 12:03:22pm, peterc

SEE SHEET 6

LARGE LOT FINAL MAP
CAMPUS OAKS
SUBDIVISION No. PL14-0373
ALL OF PARCELS 1, 2, 3 AND 4 OF THE CAMPUS OAKS
PARCEL MAP BOOK 35 OF PARCEL MAPS, PAGE 75, PCR
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CITY OF ROSEVILLE
PLACER COUNTY, CALIFORNIA
DECEMBER 2015
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SHEET 8 OF 11

LARGE LOT FINAL MAP CAMPUS OAKS

SUBDIVISION No. PL14-0373

ALL OF PARCELS 1, 2, 3 AND 4 OF THE CAMPUS OAKS
PARCEL MAP BOOK 35 OF PARCEL MAPS, PAGE 75, PCR

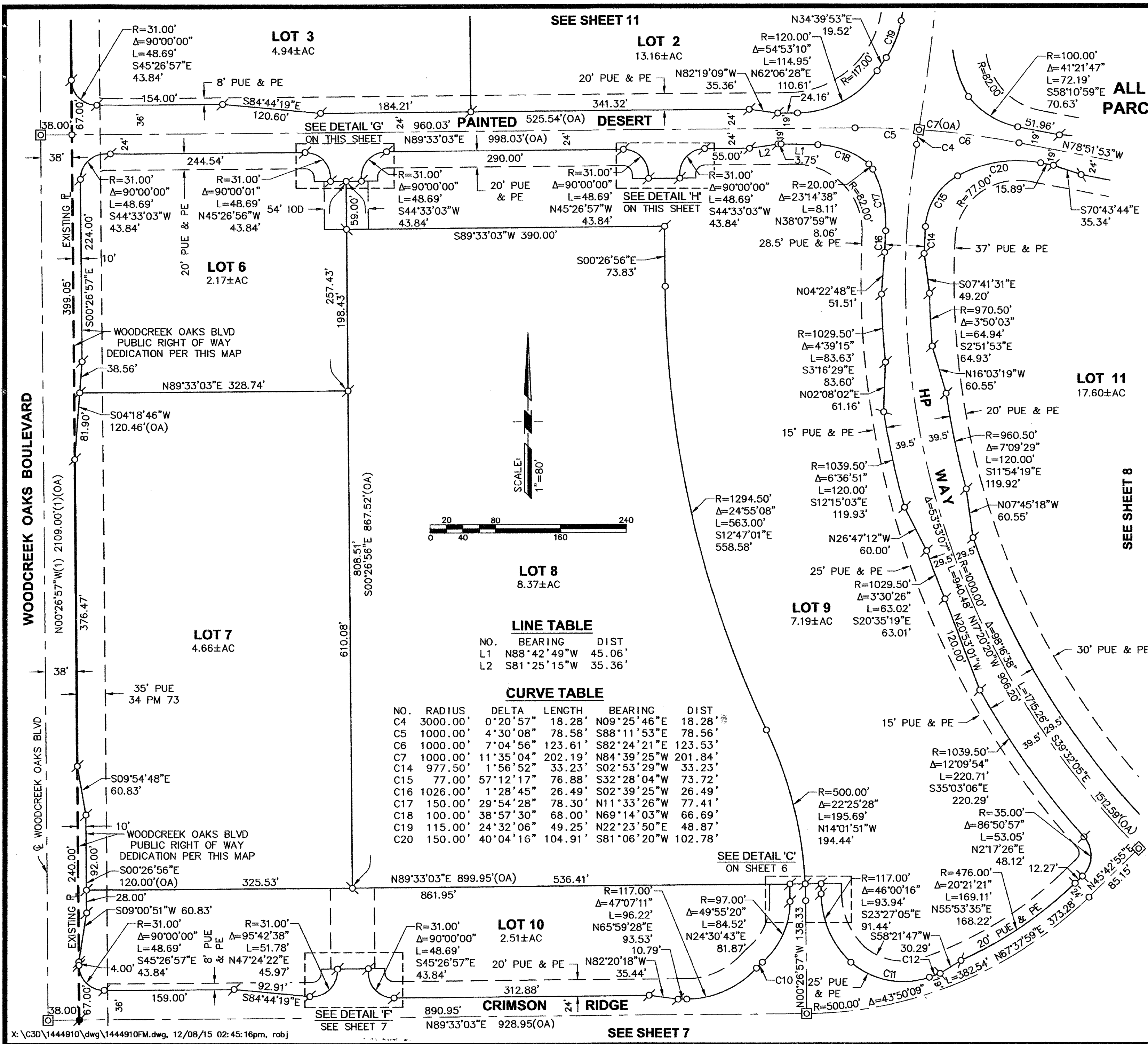
LYING WITHIN A PORTION OF
SECTIONS 20 & 29, T.11 N., R.6 E., M.D.B.M.

CITY OF ROSEVILLE
PLACER COUNTY, CALIFORNIA

DECEMBER 2015

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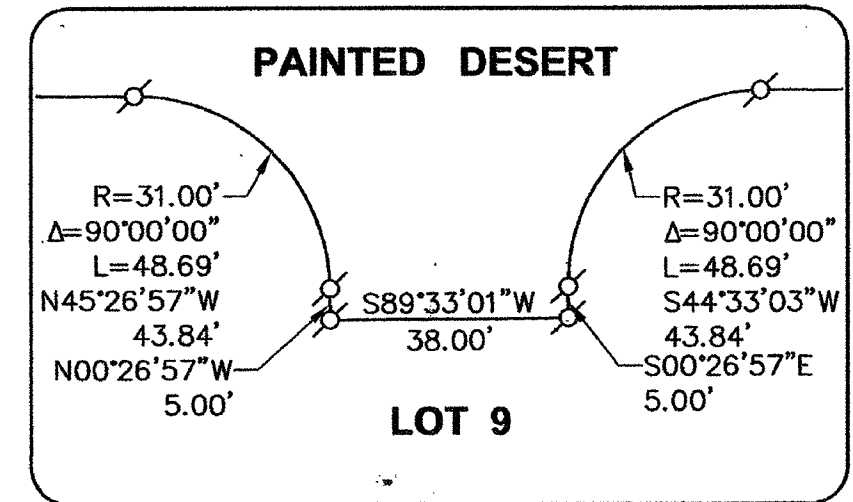
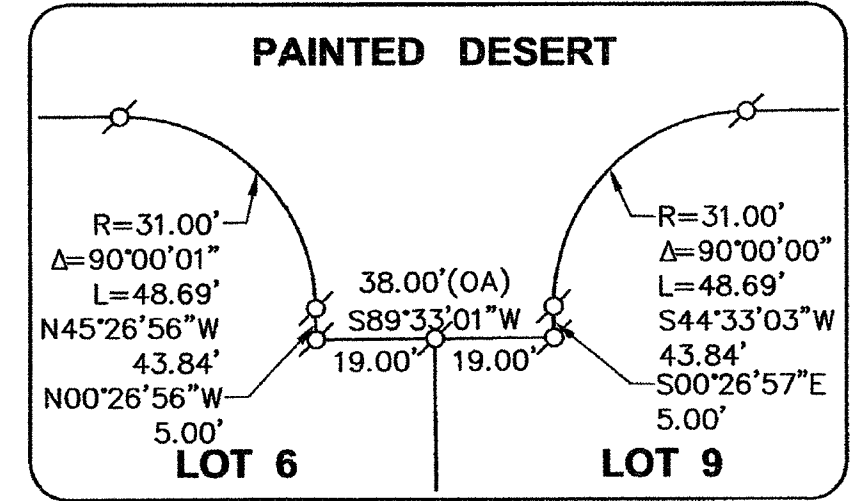


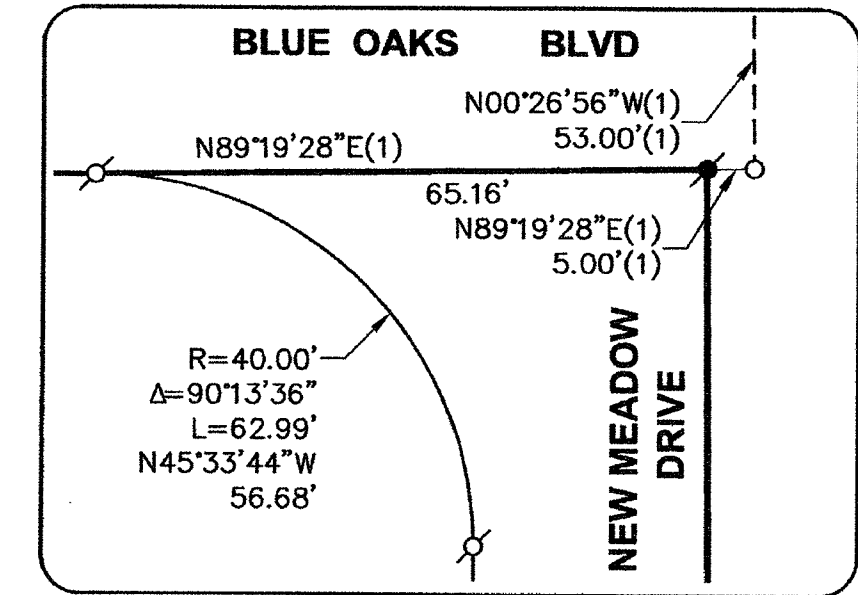
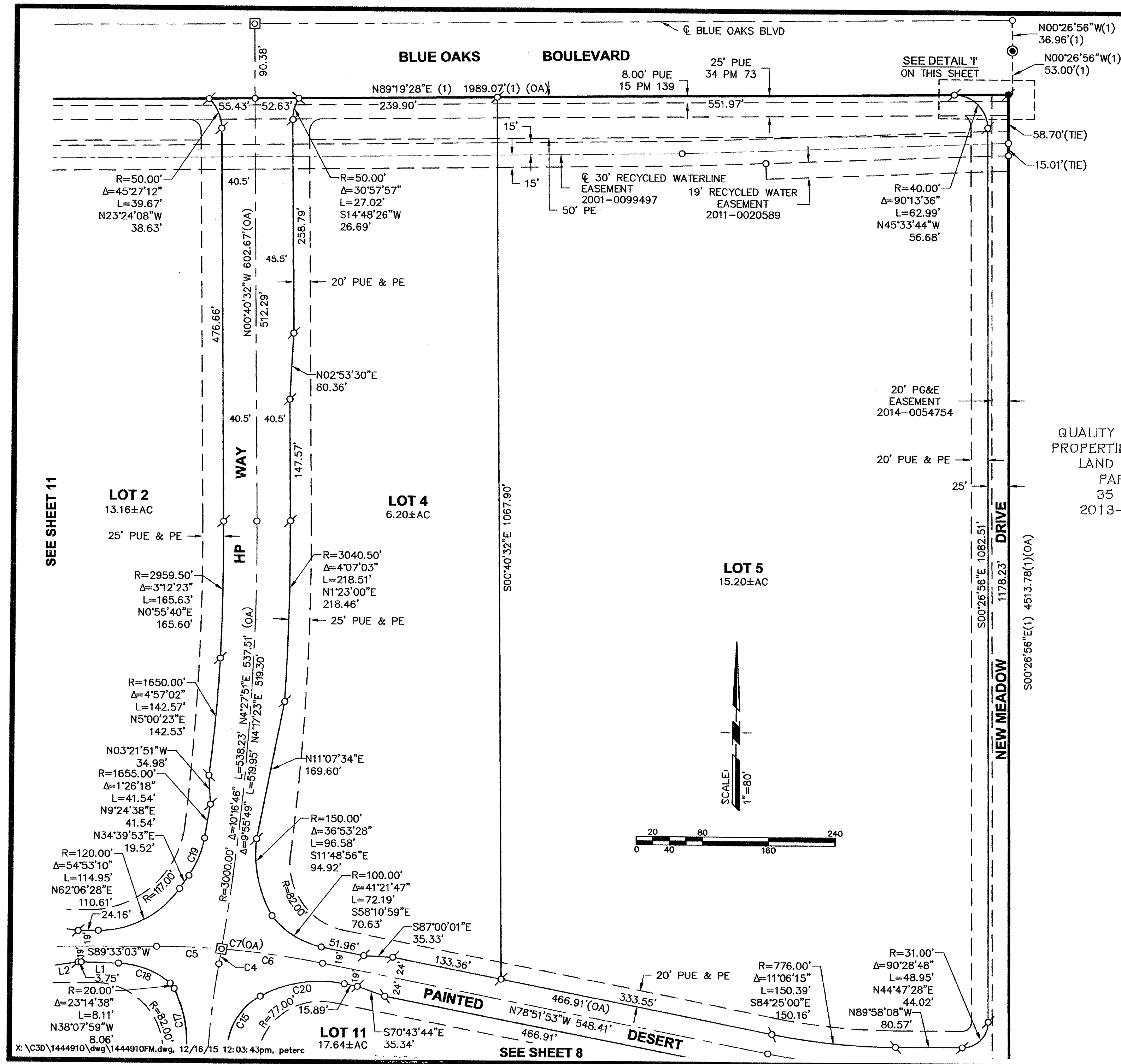
LINE TABLE

NO.	BEARING	DIST
L1	N88°42'49"W	45.06'
L2	S81°25'15"W	35.36'

CURVE TABLE

NO.	RADIUS	DELTA	LENGTH	BEARING	DIST
C4	3000.00'	0°20'57"	18.28'	N09°25'46"E	18.28'
C5	1000.00'	4°30'08"	78.58'	S88°11'53"E	78.56'
C6	1000.00'	7°04'56"	123.61'	S82°24'21"E	123.53'
C7	1000.00'	11°35'04"	202.19'	N84°39'25"W	201.84'
C14	977.50'	1°56'52"	33.23'	S02°53'29"W	33.23'
C15	77.00'	57°12'17"	76.88'	S32°28'04"W	73.72'
C16	1026.00'	1°28'45"	26.49'	S02°39'25"W	26.49'
C17	150.00'	29°54'28"	78.30'	N11°33'26"W	77.41'
C18	100.00'	38°57'30"	68.00'	N69°14'03"W	66.69'
C19	115.00'	24°32'06"	49.25'	N22°23'50"E	48.87'
C20	150.00'	40°04'16"	104.91'	S81°06'20"W	102.78'





CURVE TABLE

NO.	RADIUS	DELTA	LENGTH	BEARING	DIST.
C4	3000.00'	0°20'57"	18.28'	N09°25'46"E	18.28'
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LINE TABLE

NO.	BEARING	DIST.
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L2	S81°25'15"W	35.36'

LARGE LOT FINAL MAP **CAMPUS OAKS**

SUBDIVISION No. PL14-0373

ALL OF PARCELS 1, 2, 3 AND 4 OF THE CAMPUS OAKS
PARCEL MAP BOOK 35 OF PARCEL MAPS, PAGE 75, PCR
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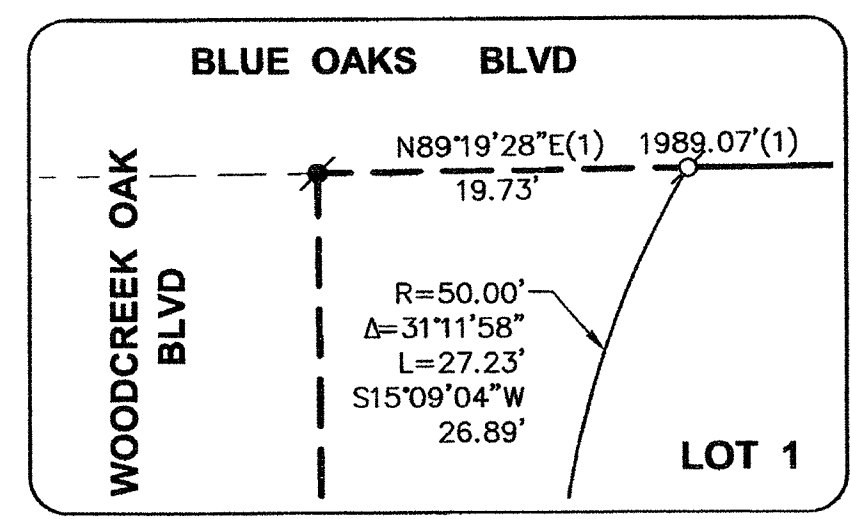
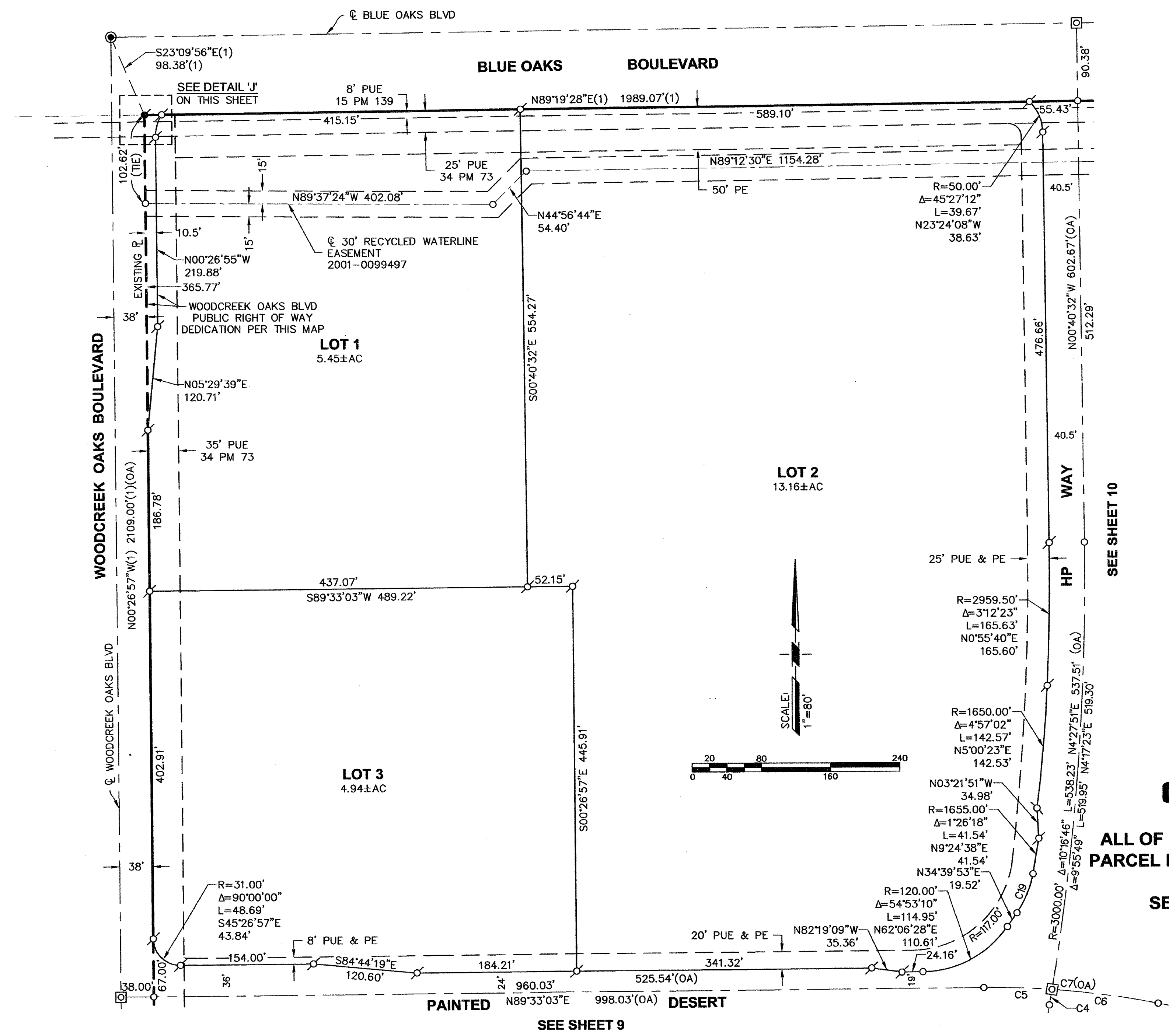
CITY OF ROSEVILLE

PLACER COUNTY, CALIFORNIA

DECEMBER 2015

ANDREGG
GEOMATICS

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DETAIL 'J'
SCALE: 1"=10'

CURVE TABLE

NO.	RADIUS	DELTA	LENGTH	BEARING	DIST
C4	3000.00'	0°20'57"	18.28'	N09°25'46"E	18.28'
C5	1000.00'	4°30'08"	78.58'	S88°11'53"E	78.56'
C6	1000.00'	7°04'56"	123.61'	S82°24'21"E	123.53'
C7	1000.00'	11°35'04"	202.19'	N84°39'25"W	201.84'
C19	115.00'	24°32'06"	49.25'	N22°23'50"E	48.87'

LARGE LOT FINAL MAP
CAMPUS OAKS

SUBDIVISION No. PL14-0373

ALL OF PARCELS 1, 2, 3 AND 4 OF THE CAMPUS OAKS
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CITY OF ROSEVILLE
PLACER COUNTY, CALIFORNIA

DECEMBER 2015

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800-400-7072



COUNCIL COMMUNICATION

CC #: 0912

File #: 0323

Title: Youth Services Officers - Memorandum of Understanding Amendment

Contact: Troy Bergstrom 916-774-5058 tbergstrom@roseville.ca.us

Meeting Date: 8/5/2020

Item #: 7.17.

RECOMMENDATION TO COUNCIL

Staff recommends that Council adopt a resolution to approve the First Amendment to the Memorandum of Understanding between the City of Roseville and the Roseville Joint Union High School District regarding Youth Services Officers, and authorize the City Manager to execute it.

BACKGROUND

The Police Department provides Youth Services Officers to the Roseville Joint Union High School District (RJUHSd) under a current Memorandum of Understanding which was agreed upon in 2018 to run through the 2022-2023 academic school year.

Following is a breakdown of the RJUHSd pay structure for Youth Services Officer (YSO) positions for the past academic year and the coming academic year:

Campus	2019-2020 Academic Year	2020-2021 Academic Year
Roseville High School	\$67,344	\$77,445
Oakmont High School	\$67,344	\$77,445
Woodcreek High School	\$67,344	\$77,445
Adelante High School	\$107,518	\$107,518
West Park High School	Not Open	\$107,518
Total Costs	\$309,550	\$447,371

Due to the COVID-19 pandemic, all of the RJUHSd school campuses were closed in March of 2020. At the time of the campus closures, the Police Department had YSO's assigned to four RJUHSd campuses. With the campus closures, all four YSO's were returned to the Police Department and assigned to other duties. However, RJUHSd paid the City for the costs of the YSO's. The estimate for the associated cost is \$92,985 which RJUHSd had already paid the City for the time when no campuses were open and the officers were reassigned to other duties.

As a means to recuperate these costs, RJUHSd proposed adjusting the costs for the 2020-2021 academic year as follows:

Campus	2020-2021 Academic Year
Roseville High School	\$77,445
Oakmont High School	\$77,445
Woodcreek High School	\$77,445
Adelante High School	\$77,445
West Park High School	\$77,445
Total Costs	\$387,225

This adjustment would result in a \$60,146 difference between the original agreement and the proposed agreement in favor of RJUHSD. However, taking into consideration the approximately \$92,985 of services RJUHSD paid for when campuses were closed due to COVID, the end result is a cost savings of \$32,839 to the City.

The original agreement for cost sharing will return for the 2021-2022 academic year according to the previously agreed-upon breakdown.

FISCAL IMPACT

The net savings to the City of \$32,839, resulting from the recommended contract amendment, is due to the time period when campuses were closed.

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. An agreement for School Resource Officers meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Troy Bergstrom, Police Captain

James Maccoun, Police Chief



Dominick Casey, City Manager

ATTACHMENTS:**Description**

Resolution No. 20-313

RPD-RJUHS MOU Amendment #1

RESOLUTION NO. 20-313

APPROVING A FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING, BY AND BETWEEN THE CITY OF ROSEVILLE AND THE ROSEVILLE JOINT UNION HIGH SCHOOL DISTRICT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a First Amendment to Memorandum of Understanding for Youth Services Officers, by and between the City of Roseville and the Roseville Joint Union High School District, has been reviewed by the City Council;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said First Amendment to 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

**FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF ROSEVILLE AND THE
ROSEVILLE JOINT UNION HIGH SCHOOL DISTRICT
REGARDING YOUTH SERVICES OFFICERS**

THIS FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING is made and entered into this ____ day of _____, 20__, by and between the City of Roseville, a municipal corporation ("CITY"), and the Roseville Joint Union High School District, a public school district ("DISTRICT"); and

WITNESSETH:

WHEREAS, DISTRICT and CITY (hereinafter "Parties") entered into a Memorandum of Understanding (hereinafter "MOU") for Youth Services Officers on August 15, 2018; and

WHEREAS, pursuant to Section 13 of the MOU, the MOU and each provision may be waived, amended, supplemented, or eliminated through mutual written agreement of the Parties.

WHEREAS, due to COVID-19 related school closures, the DISTRICT and CITY have agreed on an amendment to Section 2 regarding DISTRICT payment.

NOW, THEREFORE, the parties agree as follows:

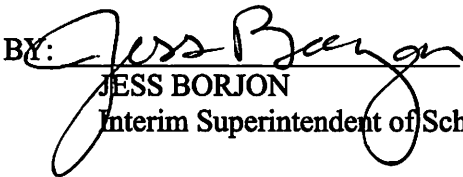
1. The MOU is hereby amended to replace Section 2 (a)(3) to read as follows:
"2020-21: 5 YSOs (RHS, WHS, OHS, Adelante, and West Park High School) at seventy seven thousand, four hundred forty five dollars (\$77,445) per YSO for a total of three hundred eighty-seven thousand, two hundred twenty-five dollars (\$387,225)."
2. 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 MOU 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 DISTRICT has caused this MOU to be executed.

CITY OF ROSEVILLE, a
municipal corporation

ROSEVILLE JOINT UNION HIGH
SCHOOL DISTRICT, a public school
district

BY: _____
DOMINICK CASEY
City Manager

BY:  _____
JESS BORJON
Interim Superintendent of Schools

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
JAMES MACCOUN
Police Chief



COUNCIL COMMUNICATION

CC #: 0922
File #: 0800-03

Title: Electric Industry Data and Research Services - Contract Purchase Agreement
Contact: Renee Laffey 916-774-5671 rlaffey@roseville.ca.us

Meeting Date: 8/5/2020
Item #: 7.18.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution authorizing the City Manager to execute a contract purchase agreement (3000764) with E Source Companies, LLC (E Source) for electric industry data and research services. Staff also requests City Council authorize the City Manager, or his designee, to execute four (4) additional one (1) year renewals without further Council approval, provided that the applicable budget is approved by the City Council each year, or until City staff determine that continuing with the same vendor is not in the City's best interest.

BACKGROUND

Roseville Electric Utility is required to meet state mandated energy efficiency requirements, as well as to develop and promote energy efficiency programs to reduce energy consumption and greenhouse gas emissions. These energy efficiency programs help our customers reduce electricity bills through new electric saving technologies and educational programs. Developing and implementing these energy efficiency programs require access to the latest research resources and data from the electric utility industry on best practices.

E Source is a recognized source for research, analytics and information supporting utilities in the design and development of customer programs. Roseville Electric Utility currently uses E Source for research and energy efficiency program support. In March 2020, Roseville Electric Utility issued a Request for Proposals to identify providers for these services, and E Source was the sole respondent. As a result, E Source was selected to continue to offer electric industry data and research services beginning in FY2020-21.

FISCAL IMPACT

The total cost of these services will not exceed \$90,000 in FY2020-21. Funding for the agreement is provided from public benefit funds and is included in the electric utility's FY2020-21 budget. Future costs of \$90,000 for each of the potential annual extensions are contingent on City Council's approval of the associated budgets each fiscal year.

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 contract purchase agreement for electric industry data and research services meets the above criteria and is not subject to CEQA. No additional environmental review is required

Respectfully Submitted,

Renee Laffey, Electric Business Analyst

Michelle Bertolino, Electric Utility Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 20-322

E Source Signed Agreement

RESOLUTION NO. 20-322

APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND E SOURCE COMPANIES, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a contract purchase agreement (3000764) for electric industry data and research services, between the City of Roseville and E Source Companies, LLC, has been reviewed by the Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said contract purchase agreement is 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 determine 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 _____, 2020, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



Contract Purchase Agreement 3000764

Supplier Details:

Company E Source Companies LLC
Contact
Address 1745 38th Street

Boulder, CO 80301

Submit your response to:

Company City of Roseville
Contact Babette Owens
Address Purchasing Division
2075 Hilltop Circle
Roseville, CA 95747
Phone (916) 774-5704
Fax (916) 774-5736
E-mail BOwens@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 3000764

Agreement	3000764
Agreement Date	26-JUN-2020
Revision	0
Agreement Amount	90,000.00 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 **E Source Companies LLC**
1745 38th Street

Boulder, CO 80301

Phone: ()
Fax: ()
Email:

Description of Labor, equipment and/or materials THE SERVICES CALLED FOR UNDER CITY OF ROSEVILLE REQUEST FOR PROPOSAL TITLED ELECTRIC UTILITY ONLINE RESOURCE LIBRARY & RESEARCH SERVICES AND CONTRACTOR'S PROPOSAL THERETO TITLED ELECTRIC UTILITY ONLINE RESOURCE LIBRARY & RESEARCH SERVICES DATED 4/24/20 (HEREINAFTER "PROPOSAL"). THE TERMS AND SCOPE OF WORK OF CITY OF ROSEVILLE REQUEST FOR PROPOSAL AND CONTRACTOR'S PROPOSAL ARE HEREIN MADE PART OF THIS SERVICE AGREEMENT AND FULLY INCORPORATED BY REFERENCE.

PLEASE CONTACT RENEE LAFFEY AT (916) 774 5671 FOR QUESTIONS REGARDING THIS CONTRACT.

START DATE: EXECUTED AGREEMENT
 END DATE: 6/30/21

*Total cost listed below is an approximation only. The City does not guarantee whatsoever the actual value of this agreement.

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	11435	Net 30	Freight on Board at the destination	Destination	Best Method
Start Date	End Date	Confirm To			
Babette Owens Phone 1-916-774-5704					

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, 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. 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.
2. Consultant 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 Consultant 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 Consultant is given thirty (30) days written notice. City's termination shall be without further liability to City; however, Consultant shall be entitled to all costs reasonably incurred prior to the date of termination. Consultant 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 Consultant has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement. Any work product created for City pursuant to this Agreement is deemed owned by City.
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. Consultant agrees to the below insurance requirements:
 - a. Unless otherwise specified, the Consultant 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. 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.

- c. **Additional Insureds.** Consultant 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 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
- d. **Cancellation/Modification.** Consultant 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. **Subconsultants.** Consultant agrees to include in its contracts with all subconsultants the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subconsultants work. Furthermore, Consultant shall require its subconsultants 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 subconsultants to comply with these same provisions with respect to any tertiary subconsultant, regardless of tier. A copy of City's indemnity and insurance provisions will be furnished to the subconsultant or tertiary subconsultant 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.** 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 sub consultants.
- i. **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.

11. Consultant shall comply with all federal, state, local laws, ordinances and policies 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.
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. Consultant agrees that any and all information furnished by City shall be deemed proprietary and confidential. All such information, to the extent previously, presently or subsequently disclosed to Consultant and/or processed and derived by Consultant services is the property of City and such property shall be deemed and treated as "Confidential Information" of City. Consultant acknowledges that such Confidential Information may contain information provided and/or generated by third-parties. Consultant agrees that such Confidential Information shall not be disclosed to any third party without written permission from City, except as required by law. Consultant shall not use the Confidential Information except to perform Consultant's services as directed by City.
19. All facilities, devices, networks and services used to store, deliver, process, backup or purge Confidential Information will employ administrative, physical, technical, and procedural safeguards and best practices at a level sufficient to secure Confidential Information from unauthorized access, destruction, use, modification, or disclosure. Such measures will be no less protective than those used to secure Consultant's own information of a similar type, and in no event less than reasonable in view of the type and nature of the information involved. It is the City's expectation that Consultant, at its own expense, shall perform annual audits for any data centers that house Confidential Information, using an independent third-party audit that meets industry standards applicable to the services under this Agreement, and provide the audit report or certification upon request to City.
20. Consultant will retain Confidential Information until deleted by City or City-authorized third party, or for a time period mutually agreed upon by the parties to this Agreement.

21. Upon termination or expiration of this Agreement, Consultant will ensure that all Confidential Information is securely transferred to City within thirty (30) calendar days. Consultant will ensure that any transfer of Confidential Information is accomplished by methods that are compatible with the relevant City systems, and that City will have access to all Confidential Information during any such transfer. Consultant shall securely dispose of all Confidential Information when requested by City and Consultant will provide written notification to City once all Confidential Information has been securely disposed of.
22. Consultant shall report to City any data compromise or unauthorized access to Confidential Information within twenty-four (24) hours after Consultant discovers such data compromise or unauthorized access. Consultant will take commercially reasonable measures to address any such data compromise or unauthorized access in a timely manner. Except as otherwise required by law, Consultant will not provide notice to end users or other entities of any such data compromise or unauthorized access without written permission from City. Consultant will promptly reimburse City in full for all fees and costs incurred by City in any investigation, remediation or litigation resulting from any such data compromise or unauthorized access, including identity protection and restoration services for each person, who in the City's sole discretion, could be impacted by identity theft.
23. Consultant may not advertise that City is a client, list City as a reference or otherwise use City's name, logos, trademarks, or service marks without prior written permission from City.
24. Consultant acknowledges that services rendered under this agreement (including but not limited to service levels and operational levels) shall be performed in accordance with industry standards.
25. If the project referenced on this agreement is a Public Works project, then the following shall apply: 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.
26. If the project referenced on this agreement is a Public Works project, then the following shall apply: 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.
27. 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

Contract Purchase Agreement 3000764

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. _____

DIR Registration No. _____

Check mark the applicable company type below:

_____ Corporation

_____ Limited Liability Company

☒ Partnership

_____ Sole Proprietor

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

Information Technology T&C, AB5

REV 3/26/2020 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:_____

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: X

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 3000764

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

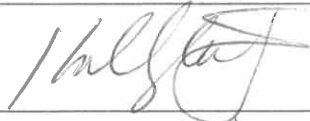
The City of Roseville Human Resources/Risk Management Department uses a service called EBIX to manage our insurance certificate tracking.

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

Supplier	
Signature:	
Print Name:	KELLY A. DIETZ
Title:	SENIOR VP OF SALES, E-SOURCE

Supplier	
Signature:	
Print Name:	
Title:	

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



COUNCIL COMMUNICATION

CC #: 0904
File #: 0800-03

Title: North American Energy Standards Board, Inc. Base Contract
Contact: Petra Wallace 916-774-5510 pwallace@roseville.ca.us

Meeting Date: 8/5/2020
Item #: 7.19.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a Resolution authorizing the City Manager to execute the North American Energy Standards Board, Inc. ("NAESB") Base Contract and Special Provisions with Direct Energy Business Marketing, LLC ("Direct Energy"). The NAESB contract is an industry standard contract that allows the City to manage risk by purchasing and selling natural gas. There is no fiscal impact associated with the execution of the NAESB contract as it is only an enabling agreement.

BACKGROUND

Council approved updated Electric Utility Risk Management Policies in February 2020. As part of those policies, Roseville Electric is required to limit the cost exposure of providing electricity over a three-year period by purchasing specific amounts of fixed price energy as either electricity or natural gas. The practice of fixing the price of a commodity to be delivered in the future is called hedging.

Roseville Electric has historically used both physical transactions and financial swaps to hedge natural gas and electricity market price risk. The NAESB contract is an industry standard contract for executing physical natural gas purchase and sale transactions between parties. The City will primarily use NAESB contracts for physical transactions with a term less than one year. Generally, transactions that fix the cost of natural gas over longer periods will be conducted using the International Swaps and Derivatives Association, Inc. ("ISDA") Master Agreements.

Currently, Roseville Electric has NAESB contracts in place with a number of counterparties. Direct Energy is a new counterparty and is expected to offer competitive natural gas prices.

FISCAL IMPACT

There is no fiscal impact associated with the execution of the NAESB contract with Direct Energy as it is an enabling agreement. There are no transactions currently pending under the proposed agreement. The City Council approved Electric Utility Risk Management Policies include

authorities necessary to execute and maintain any transactions. Transactions facilitated by the attached agreement will conform to those policies.

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 Execution of the North American Energy Standards Board, Inc. Base Contract and Special Provisions with Direct Energy Business Marketing, LLC meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Petra Wallace, Electric Risk and Compliance Supervisor

Michelle Bertolino, Electric Utility Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 20-306

Roseville and DEBM 2006 Base Contract

Roseville and DEBM 2006 NAESB Special Provisions

RESOLUTION NO. 20-306

APPROVING A BASE CONTRACT AND SPECIAL PROVISIONS, BETWEEN THE CITY
OF ROSEVILLE AND DIRECT ENERGY BUSINESS MARKETING, LLC, AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF
THE CITY OF ROSEVILLE

WHEREAS, a North American Energy Standards Board, Inc. Base Contract and Special Provisions for Sale and Purchase of Natural Gas, between the City of Roseville and Direct Energy Business Marketing, LLC, 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 said contract 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

Base Contract for Sale and Purchase of Natural Gas

This Base Contract is entered into as of the following date: June 2, 2020

The parties to this Base Contract are the following:

PARTY A City of Roseville	PARTY NAME	PARTY B Direct Energy Business Marketing, LLC
2090 Hilltop Circle Roseville, CA 95747	ADDRESS	194 Wood Ave South 2 nd Floor Iselin, NJ 08830
www.roseville.ca.us	BUSINESS WEBSITE	www.directenergy.com
	CONTRACT NUMBER	
164824240	D-U-N-S® NUMBER	07-879-01-03
☒ US FEDERAL: 94-6000409 ☐ OTHER:	TAX ID NUMBERS	☒ US FEDERAL: ☐ OTHER:
California	JURISDICTION OF ORGANIZATION	Delaware
☐ Corporation ☐ LLC ☐ Limited Partnership ☐ Partnership ☐ LLP ☒ Other: Municipality	COMPANY TYPE	☐ Corporation ☒ LLC ☐ Limited Partnership ☐ Partnership ☐ LLP ☐ Other: _____
	GUARANTOR (IF APPLICABLE)	
CONTACT INFORMATION		
<u>ACES, 4140 W. 99 Street, Carmel, IN 46032</u> ATTN: <u>Gas Trading</u> TEL#: <u>317-344-7000</u> FAX#: <u>317-344-7001</u> EMAIL: _____	▪ COMMERCIAL	<u>194 Wood Ave South, 2nd Floor</u> <u>Iselin, New Jersey 08830</u> ATTN: <u>Steven Haugen</u> TEL#: <u>732-516-3074</u> FAX#: _____ EMAIL: steven.haugen@directenergy.com
<u>ACES, 4140 W. 99 Street, Carmel, IN 46032</u> ATTN: <u>Gas Trading</u> TEL#: <u>317-344-7000</u> FAX#: <u>317-344-7001</u> EMAIL: _____	▪ SCHEDULING	<u>194 Wood Ave South, 2nd Floor</u> <u>Iselin, New Jersey 08830</u> ATTN: <u>Jim Maguire</u> TEL#: <u>732-516-7180</u> FAX#: _____ EMAIL: _____
<u>City of Roseville</u> ATTN: <u>Utility Director</u> TEL#: <u>916-774-5602</u> FAX#: <u>916-774-5583</u> EMAIL: _____	▪ CONTRACT AND LEGAL NOTICES	<u>12 Greenway Plaza, Suite 250</u> <u>Houston, TX 77046</u> ATTN: <u>Associate General Counsel, NAB Legal</u> TEL#: <u>713-877-3851</u> FAX#: _____ EMAIL: LegalWholesale@directenergy.com
<u>City of Roseville</u> ATTN: <u>Energy Risk Management</u> TEL#: <u>916-774-5510</u> FAX#: _____ EMAIL: _____	▪ CREDIT	<u>12 Greenway Plaza, Suite 250</u> <u>Houston, TX 77046</u> ATTN: <u>Head of Wholesale Credit & Collateral Risk</u> TEL#: <u>732-516-2634</u> FAX#: _____ EMAIL: WholesaleCredit@directenergy.com
<u>ACES, 4140 W. 99 Street, Carmel, IN 46032</u> ATTN: <u>Trading Control</u> TEL#: <u>317-344-7000</u> FAX#: <u>317-344-7099</u> EMAIL: _____	▪ TRANSACTION CONFIRMATIONS	<u>194 Wood Ave South, 2nd Floor</u> <u>Iselin, NJ 08830</u> ATTN: <u>Confirmations</u> TEL#: <u>732-516-2608</u> FAX#: <u>1-866-730-5094</u> EMAIL: apolloinbounddocs@directenergy.com
ACCOUNTING INFORMATION		
<u>City of Roseville</u> ATTN: <u>Roseville Electric Settlements</u> TEL#: <u>(916) 774-5600</u> FAX#: _____ EMAIL: settlements@roseville.ca.us	▪ INVOICES ▪ PAYMENTS ▪ SETTLEMENTS	<u>12 Greenway Plaza, Suite 250</u> <u>Houston, TX 77046</u> ATTN: <u>Brenda Bowman</u> TEL#: <u>832-918-4522</u> // <u>713-906-3914</u> FAX#: <u>713-904-7197</u> EMAIL: naturalgasphysicalsettlements@directenergy.com

BANK: <u>U.S. Bank</u> ABA: <u>121122676</u> ACCT: <u>153499281092</u> OTHER DETAILS: _____	WIRE TRANSFER NUMBERS (IF APPLICABLE)	BANK: <u>J.P. Morgan / Chase Manhattan</u> ABA: <u>021000021</u> ACCT: <u>323-271979</u> OTHER DETAILS: <u>Direct Energy Business Marketing, LLC</u>
BANK: _____ ABA: _____ ACCT: _____ OTHER DETAILS: _____	ACH NUMBERS (IF APPLICABLE)	BANK: _____ ABA: _____ ACCT: _____ OTHER DETAILS: _____
ATTN: _____ ADDRESS: _____	CHECKS (IF APPLICABLE)	ATTN: _____ ADDRESS: _____



Base Contract for Sale and Purchase of Natural Gas

(Continued)

This Base Contract incorporates by reference for all purposes the General Terms and Conditions for Sale and Purchase of Natural Gas published by the North American Energy Standards Board. The parties hereby agree to the following provisions offered in said General Terms and Conditions. In the event the parties fail to check a box, the specified default provision shall apply. Select the appropriate box(es) from each section:

Section 1.2 Transaction Procedure ☒ Oral (default) OR ☐ Written	Section 10.2 Additional Events of Default ☒ No Additional Events of Default (default) ☐ Indebtedness Cross Default ☐ Party A: _____ ☐ Party B: _____ ☐ Transactional Cross Default
Section 2.7 Confirm Deadline ☒ 2 Business Days after receipt (default) OR ☐ _____ Business Days after receipt	
Section 2.8 Confirming Party ☒ Seller (default) OR ☐ Buyer ☐ _____	
Section 3.2 Performance Obligation ☒ Cover Standard (default) OR ☐ Spot Price Standard	Section 10.3.1 Early Termination Damages ☒ Early Termination Damages Apply (default) OR ☐ Early Termination Damages Do Not Apply
Note: The following Spot Price Publication applies to both of the immediately preceding.	
Section 2.31 Spot Price Publication ☒ Gas Daily Midpoint (default) OR ☐ _____	Section 10.3.2 Other Agreement Setoffs ☒ Other Agreement Setoffs Apply (default) ☒ Bilateral (default) ☐ Triangular OR ☐ Other Agreement Setoffs Do Not Apply
Section 6 Taxes ☒ Buyer Pays At and After Delivery Point (default) OR ☐ Seller Pays Before and At Delivery Point	
Section 7.2 Payment Date ☒ 25 th Day of Month following Month of delivery (default) OR ☐ Day of Month following Month of delivery	Section 15.5 Choice Of Law <u>New York</u>
Section 7.2 Method of Payment ☒ Wire transfer (default) ☐ Automated Clearinghouse Credit (ACH) ☐ Check	Section 15.10 Confidentiality ☒ Confidentiality applies (default) OR ☐ Confidentiality does not apply
Section 7.7 Netting ☒ Netting applies (default) OR ☐ Netting does not apply	
☒ Special Provisions Number of sheets attached: <u>TBD</u> ☐ Addendum(s): _____	

IN WITNESS WHEREOF, the parties hereto have executed this Base Contract in duplicate.

<u>City of Roseville</u>	PARTY NAME <u>Direct Energy Business Marketing, LLC</u>
By: _____ Ray Kerridge	By: _____ Digitally signed by: David Brast DN: CN = David Brast email = David. brast@directenergy.com C = US O = Direct Energy OU = DEB Date: 2020.06.16 11:41:21 -0600 ESB Standard 6.3.1 September 5, 2006
City Manager	 Name: David Brast Title: NAB SVP Power & Gas

General Terms and Conditions

Base Contract for Sale and Purchase of Natural Gas

SECTION 1. PURPOSE AND PROCEDURES

1.1. These General Terms and Conditions are intended to facilitate purchase and sale transactions of Gas on a Firm or Interruptible basis. "Buyer" refers to the party receiving Gas and "Seller" refers to the party delivering Gas. The entire agreement between the parties shall be the Contract as defined in Section 2.9.

The parties have selected either the "Oral Transaction Procedure" or the "Written Transaction Procedure" as indicated on the Base Contract.

Oral Transaction Procedure:

1.2. The parties will use the following Transaction Confirmation procedure. Any Gas purchase and sale transaction may be effectuated in an EDI transmission or telephone conversation with the offer and acceptance constituting the agreement of the parties. The parties shall be legally bound from the time they so agree to transaction terms and may each rely thereon. Any such transaction shall be considered a "writing" and to have been "signed". Notwithstanding the foregoing sentence, the parties agree that Confirming Party shall, and the other party may, confirm a telephonic transaction by sending the other party a Transaction Confirmation by facsimile, EDI or mutually agreeable electronic means within three Business Days of a transaction covered by this Section 1.2 (Oral Transaction Procedure) provided that the failure to send a Transaction Confirmation shall not invalidate the oral agreement of the parties. Confirming Party adopts its confirming letterhead, or the like, as its signature on any Transaction Confirmation as the identification and authentication of Confirming Party. If the Transaction Confirmation contains any provisions other than those relating to the commercial terms of the transaction (i.e., price, quantity, performance obligation, delivery point, period of delivery and/or transportation conditions), which modify or supplement the Base Contract or General Terms and Conditions of this Contract (e.g., arbitration or additional representations and warranties), such provisions shall not be deemed to be accepted pursuant to Section 1.3 but must be expressly agreed to by both parties; provided that the foregoing shall not invalidate any transaction agreed to by the parties.

Written Transaction Procedure:

1.2. The parties will use the following Transaction Confirmation procedure. Should the parties come to an agreement regarding a Gas purchase and sale transaction for a particular Delivery Period, the Confirming Party shall, and the other party may, record that agreement on a Transaction Confirmation and communicate such Transaction Confirmation by facsimile, EDI or mutually agreeable electronic means, to the other party by the close of the Business Day following the date of agreement. The parties acknowledge that their agreement will not be binding until the exchange of nonconflicting Transaction Confirmations or the passage of the Confirm Deadline without objection from the receiving party, as provided in Section 1.3.

1.3. If a sending party's Transaction Confirmation is materially different from the receiving party's understanding of the agreement referred to in Section 1.2, such receiving party shall notify the sending party via facsimile, EDI or mutually agreeable electronic means by the Confirm Deadline, unless such receiving party has previously sent a Transaction Confirmation to the sending party. The failure of the receiving party to so notify the sending party in writing by the Confirm Deadline constitutes the receiving party's agreement to the terms of the transaction described in the sending party's Transaction Confirmation. If there are any material differences between timely sent Transaction Confirmations governing the same transaction, then neither Transaction Confirmation shall be binding until or unless such differences are resolved including the use of any evidence that clearly resolves the differences in the Transaction Confirmations. In the event of a conflict among the terms of (i) a binding Transaction Confirmation pursuant to Section 1.2, (ii) the oral agreement of the parties which may be evidenced by a recorded conversation, where the parties have selected the Oral Transaction Procedure of the Base Contract, (iii) the Base Contract, and (iv) these General Terms and Conditions, the terms of the documents shall govern in the priority listed in this sentence.

1.4. The parties agree that each party may electronically record all telephone conversations with respect to this Contract between their respective employees, without any special or further notice to the other party. Each party shall obtain any necessary consent of its agents and employees to such recording. Where the parties have selected the Oral Transaction Procedure in Section 1.2 of the Base Contract, the parties agree not to contest the validity or enforceability of telephonic recordings entered into in accordance with the requirements of this Base Contract.

SECTION 2. DEFINITIONS

The terms set forth below shall have the meaning ascribed to them below. Other terms are also defined elsewhere in the Contract and shall have the meanings ascribed to them herein.

2.1. "Additional Event of Default" shall mean Transactional Cross Default or Indebtedness Cross Default, each as and if selected by the parties pursuant to the Base Contract.

2.2. "Affiliate" shall mean, in relation to any person, any entity controlled, directly or indirectly, by the person, any entity that controls, directly or indirectly, the person or any entity directly or indirectly under common control with the person. For this purpose, "control" of any entity or person means ownership of at least 50 percent of the voting power of the entity or person.

- 2.3. "Alternative Damages" shall mean such damages, expressed in dollars or dollars per MMBtu, as the parties shall agree upon in the Transaction Confirmation, in the event either Seller or Buyer fails to perform a Firm obligation to deliver Gas in the case of Seller or to receive Gas in the case of Buyer.
- 2.4. "Base Contract" shall mean a contract executed by the parties that incorporates these General Terms and Conditions by reference; that specifies the agreed selections of provisions contained herein; and that sets forth other information required herein and any Special Provisions and addendum(s) as identified on page one.
- 2.5. "British thermal unit" or "Btu" shall mean the International BTU, which is also called the Btu (IT).
- 2.6. "Business Day(s)" shall mean Monday through Friday, excluding Federal Banking Holidays for transactions in the U.S.
- 2.7. "Confirm Deadline" shall mean 5:00 p.m. in the receiving party's time zone on the second Business Day following the Day a Transaction Confirmation is received or, if applicable, on the Business Day agreed to by the parties in the Base Contract; provided, if the Transaction Confirmation is time stamped after 5:00 p.m. in the receiving party's time zone, it shall be deemed received at the opening of the next Business Day.
- 2.8. "Confirming Party" shall mean the party designated in the Base Contract to prepare and forward Transaction Confirmations to the other party.
- 2.9. "Contract" shall mean the legally-binding relationship established by (i) the Base Contract, (ii) any and all binding Transaction Confirmations and (iii) where the parties have selected the Oral Transaction Procedure in Section 1.2 of the Base Contract, any and all transactions that the parties have entered into through an EDI transmission or by telephone, but that have not been confirmed in a binding Transaction Confirmation, all of which shall form a single integrated agreement between the parties.
- 2.10. "Contract Price" shall mean the amount expressed in U.S. Dollars per MMBtu to be paid by Buyer to Seller for the purchase of Gas as agreed to by the parties in a transaction.
- 2.11. "Contract Quantity" shall mean the quantity of Gas to be delivered and taken as agreed to by the parties in a transaction.
- 2.12. "Cover Standard", as referred to in Section 3.2, shall mean that if there is an unexcused failure to take or deliver any quantity of Gas pursuant to this Contract, then the performing party shall use commercially reasonable efforts to (i) if Buyer is the performing party, obtain Gas, (or an alternate fuel if elected by Buyer and replacement Gas is not available), or (ii) if Seller is the performing party, sell Gas, in either case, at a price reasonable for the delivery or production area, as applicable, consistent with: the amount of notice provided by the nonperforming party; the immediacy of the Buyer's Gas consumption needs or Seller's Gas sales requirements, as applicable; the quantities involved; and the anticipated length of failure by the nonperforming party.
- 2.13. "Credit Support Obligation(s)" shall mean any obligation(s) to provide or establish credit support for, or on behalf of, a party to this Contract such as cash, an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, guaranty, or other good and sufficient security of a continuing nature.
- 2.14. "Day" shall mean a period of 24 consecutive hours, coextensive with a "day" as defined by the Receiving Transporter in a particular transaction.
- 2.15. "Delivery Period" shall be the period during which deliveries are to be made as agreed to by the parties in a transaction.
- 2.16. "Delivery Point(s)" shall mean such point(s) as are agreed to by the parties in a transaction.
- 2.17. "EDI" shall mean an electronic data interchange pursuant to an agreement entered into by the parties, specifically relating to the communication of Transaction Confirmations under this Contract.
- 2.18. "EFP" shall mean the purchase, sale or exchange of natural Gas as the "physical" side of an exchange for physical transaction involving gas futures contracts. EFP shall incorporate the meaning and remedies of "Firm", provided that a party's excuse for nonperformance of its obligations to deliver or receive Gas will be governed by the rules of the relevant futures exchange regulated under the Commodity Exchange Act.
- 2.19. "Firm" shall mean that either party may interrupt its performance without liability only to the extent that such performance is prevented for reasons of Force Majeure; provided, however, that during Force Majeure interruptions, the party invoking Force Majeure may be responsible for any Imbalance Charges as set forth in Section 4.3 related to its interruption after the nomination is made to the Transporter and until the change in deliveries and/or receipts is confirmed by the Transporter.
- 2.20. "Gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.
- 2.21. "Guarantor" shall mean any entity that has provided a guaranty of the obligations of a party hereunder.
- 2.22. "Imbalance Charges" shall mean any fees, penalties, costs or charges (in cash or in kind) assessed by a Transporter for failure to satisfy the Transporter's balance and/or nomination requirements.
- 2.23. "Indebtedness Cross Default" shall mean if selected on the Base Contract by the parties with respect to a party, that it or its Guarantor, if any, experiences a default, or similar condition or event however therein defined, under one or more agreements or instruments, individually or collectively, relating to indebtedness (such indebtedness to include any obligation whether present or future, contingent or otherwise, as principal or surety or otherwise) for the payment or repayment of borrowed money in an aggregate amount greater than the threshold specified in the Base Contract with respect to such party or its Guarantor, if any, which results in such indebtedness becoming immediately due and payable.

- 2.24. "Interruptible" shall mean that either party may interrupt its performance at any time for any reason, whether or not caused by an event of Force Majeure, with no liability, except such interrupting party may be responsible for any Imbalance Charges as set forth in Section 4.3 related to its interruption after the nomination is made to the Transporter and until the change in deliveries and/or receipts is confirmed by Transporter.
- 2.25. "MMBtu" shall mean one million British thermal units, which is equivalent to one dekatherm.
- 2.26. "Month" shall mean the period beginning on the first Day of the calendar month and ending immediately prior to the commencement of the first Day of the next calendar month.
- 2.27. "Payment Date" shall mean a date, as indicated on the Base Contract, on or before which payment is due Seller for Gas received by Buyer in the previous Month.
- 2.28. "Receiving Transporter" shall mean the Transporter receiving Gas at a Delivery Point, or absent such receiving Transporter, the Transporter delivering Gas at a Delivery Point.
- 2.29. "Scheduled Gas" shall mean the quantity of Gas confirmed by Transporter(s) for movement, transportation or management.
- 2.30. "Specified Transaction(s)" shall mean any other transaction or agreement between the parties for the purchase, sale or exchange of physical Gas, and any other transaction or agreement identified as a Specified Transaction under the Base Contract.
- 2.31. "Spot Price" as referred to in Section 3.2 shall mean the price listed in the publication indicated on the Base Contract, under the listing applicable to the geographic location closest in proximity to the Delivery Point(s) for the relevant Day; provided, if there is no single price published for such location for such Day, but there is published a range of prices, then the Spot Price shall be the average of such high and low prices. If no price or range of prices is published for such Day, then the Spot Price shall be the average of the following: (i) the price (determined as stated above) for the first Day for which a price or range of prices is published that next precedes the relevant Day; and (ii) the price (determined as stated above) for the first Day for which a price or range of prices is published that next follows the relevant Day.
- 2.32. "Transaction Confirmation" shall mean a document, similar to the form of Exhibit A, setting forth the terms of a transaction formed pursuant to Section 1 for a particular Delivery Period.
- 2.33. "Transactional Cross Default" shall mean if selected on the Base Contract by the parties with respect to a party, that it shall be in default, however therein defined, under any Specified Transaction.
- 2.34. "Termination Option" shall mean the option of either party to terminate a transaction in the event that the other party fails to perform a Firm obligation to deliver Gas in the case of Seller or to receive Gas in the case of Buyer for a designated number of days during a period as specified on the applicable Transaction Confirmation.
- 2.35. "Transporter(s)" shall mean all Gas gathering or pipeline companies, or local distribution companies, acting in the capacity of a transporter, transporting Gas for Seller or Buyer upstream or downstream, respectively, of the Delivery Point pursuant to a particular transaction.

SECTION 3. PERFORMANCE OBLIGATION

- 3.1. Seller agrees to sell and deliver, and Buyer agrees to receive and purchase, the Contract Quantity for a particular transaction in accordance with the terms of the Contract. Sales and purchases will be on a Firm or Interruptible basis, as agreed to by the parties in a transaction.

The parties have selected either the "Cover Standard" or the "Spot Price Standard" as indicated on the Base Contract.

Cover Standard:

3.2. The sole and exclusive remedy of the parties in the event of a breach of a Firm obligation to deliver or receive Gas shall be recovery of the following: (i) in the event of a breach by Seller on any Day(s), payment by Seller to Buyer in an amount equal to the positive difference, if any, between the purchase price paid by Buyer utilizing the Cover Standard and the Contract Price, adjusted for commercially reasonable differences in transportation costs to or from the Delivery Point(s), multiplied by the difference between the Contract Quantity and the quantity actually delivered by Seller for such Day(s) excluding any quantity for which no replacement is available; or (ii) in the event of a breach by Buyer on any Day(s), payment by Buyer to Seller in the amount equal to the positive difference, if any, between the Contract Price and the price received by Seller utilizing the Cover Standard for the resale of such Gas, adjusted for commercially reasonable differences in transportation costs to or from the Delivery Point(s), multiplied by the difference between the Contract Quantity and the quantity actually taken by Buyer for such Day(s) excluding any quantity for which no sale is available; and (iii) in the event that Buyer has used commercially reasonable efforts to replace the Gas or Seller has used commercially reasonable efforts to sell the Gas to a third party, and no such replacement or sale is available for all or any portion of the Contract Quantity of Gas, then in addition to (i) or (ii) above, as applicable, the sole and exclusive remedy of the performing party with respect to the Gas not replaced or sold shall be an amount equal to any unfavorable difference between the Contract Price and the Spot Price, adjusted for such transportation to the applicable Delivery Point, multiplied by the quantity of such Gas not replaced or sold. Imbalance Charges shall not be recovered under this Section 3.2, but Seller and/or Buyer shall be responsible for Imbalance Charges, if any, as provided in Section 4.3. The amount of such unfavorable difference shall be payable five Business Days after presentation of the performing party's invoice, which shall set forth the basis upon which such amount was calculated.

Spot Price Standard:

3.2. The sole and exclusive remedy of the parties in the event of a breach of a Firm obligation to deliver or receive Gas shall be recovery of the following: (i) in the event of a breach by Seller on any Day(s), payment by Seller to Buyer in an amount equal to the difference between the Contract Quantity and the actual quantity delivered by Seller and received by Buyer for such Day(s), multiplied by the positive difference, if any, obtained by subtracting the Contract Price from the Spot Price; or (ii) in the event of a breach by Buyer on any Day(s), payment by Buyer to Seller in an amount equal to the difference between the Contract Quantity and the actual quantity delivered by Seller and received by Buyer for such Day(s), multiplied by the positive difference, if any, obtained by subtracting the applicable Spot Price from the Contract Price. Imbalance Charges shall not be recovered under this Section 3.2, but Seller and/or Buyer shall be responsible for Imbalance Charges, if any, as provided in Section 4.3. The amount of such unfavorable difference shall be payable five Business Days after presentation of the performing party's invoice, which shall set forth the basis upon which such amount was calculated.

3.3. Notwithstanding Section 3.2, the parties may agree to Alternative Damages in a Transaction Confirmation executed in writing by both parties.

3.4. In addition to Sections 3.2 and 3.3, the parties may provide for a Termination Option in a Transaction Confirmation executed in writing by both parties. The Transaction Confirmation containing the Termination Option will designate the length of nonperformance triggering the Termination Option and the procedures for exercise thereof, how damages for nonperformance will be compensated, and how liquidation costs will be calculated.

SECTION 4. TRANSPORTATION, NOMINATIONS, AND IMBALANCES

4.1. Seller shall have the sole responsibility for transporting the Gas to the Delivery Point(s). Buyer shall have the sole responsibility for transporting the Gas from the Delivery Point(s).

4.2. The parties shall coordinate their nomination activities, giving sufficient time to meet the deadlines of the affected Transporter(s). Each party shall give the other party timely prior Notice, sufficient to meet the requirements of all Transporter(s) involved in the transaction, of the quantities of Gas to be delivered and purchased each Day. Should either party become aware that actual deliveries at the Delivery Point(s) are greater or lesser than the Scheduled Gas, such party shall promptly notify the other party.

4.3. The parties shall use commercially reasonable efforts to avoid imposition of any Imbalance Charges. If Buyer or Seller receives an invoice from a Transporter that includes Imbalance Charges, the parties shall determine the validity as well as the cause of such Imbalance Charges. If the Imbalance Charges were incurred as a result of Buyer's receipt of quantities of Gas greater than or less than the Scheduled Gas, then Buyer shall pay for such Imbalance Charges or reimburse Seller for such Imbalance Charges paid by Seller. If the Imbalance Charges were incurred as a result of Seller's delivery of quantities of Gas greater than or less than the Scheduled Gas, then Seller shall pay for such Imbalance Charges or reimburse Buyer for such Imbalance Charges paid by Buyer.

SECTION 5. QUALITY AND MEASUREMENT

All Gas delivered by Seller shall meet the pressure, quality and heat content requirements of the Receiving Transporter. The unit of quantity measurement for purposes of this Contract shall be one MMBtu dry. Measurement of Gas quantities hereunder shall be in accordance with the established procedures of the Receiving Transporter.

SECTION 6. TAXES

The parties have selected either "Buyer Pays At and After Delivery Point" or "Seller Pays Before and At Delivery Point" as indicated on the Base Contract.

Buyer Pays At and After Delivery Point:

Seller shall pay or cause to be paid all taxes, fees, levies, penalties, licenses or charges imposed by any government authority ("Taxes") on or with respect to the Gas prior to the Delivery Point(s). Buyer shall pay or cause to be paid all Taxes on or with respect to the Gas at the Delivery Point(s) and all Taxes after the Delivery Point(s). If a party is required to remit or pay Taxes that are the other party's responsibility hereunder, the party responsible for such Taxes shall promptly reimburse the other party for such Taxes. Any party entitled to an exemption from any such Taxes or charges shall furnish the other party any necessary documentation thereof.

Seller Pays Before and At Delivery Point:

Seller shall pay or cause to be paid all taxes, fees, levies, penalties, licenses or charges imposed by any government authority ("Taxes") on or with respect to the Gas prior to the Delivery Point(s) and all Taxes at the Delivery Point(s). Buyer shall pay or cause to be paid all Taxes on or with respect to the Gas after the Delivery Point(s). If a party is required to remit or pay Taxes that are the other party's responsibility hereunder, the party responsible for such Taxes shall promptly reimburse the other party for such Taxes. Any party entitled to an exemption from any such Taxes or charges shall furnish the other party any necessary documentation thereof.

SECTION 7. BILLING, PAYMENT, AND AUDIT

7.1. Seller shall invoice Buyer for Gas delivered and received in the preceding Month and for any other applicable charges, providing supporting documentation acceptable in industry practice to support the amount charged. If the actual quantity delivered is not known by the billing date, billing will be prepared based on the quantity of Scheduled Gas. The invoiced quantity will then be adjusted to the actual quantity on the following Month's billing or as soon thereafter as actual delivery information is available.

7.2. Buyer shall remit the amount due under Section 7.1 in the manner specified in the Base Contract, in immediately available funds, on or before the later of the Payment Date or 10 Days after receipt of the invoice by Buyer; provided that if the Payment Date is not a Business Day, payment is due on the next Business Day following that date. In the event any payments are due Buyer hereunder, payment to Buyer shall be made in accordance with this Section 7.2.

7.3. In the event payments become due pursuant to Sections 3.2 or 3.3, the performing party may submit an invoice to the nonperforming party for an accelerated payment setting forth the basis upon which the invoiced amount was calculated. Payment from the nonperforming party will be due five Business Days after receipt of invoice.

7.4. If the invoiced party, in good faith, disputes the amount of any such invoice or any part thereof, such invoiced party will pay such amount as it concedes to be correct; provided, however, if the invoiced party disputes the amount due, it must provide supporting documentation acceptable in industry practice to support the amount paid or disputed without undue delay. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

7.5. If the invoiced party fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent per annum; or (ii) the maximum applicable lawful interest rate.

7.6. A party shall have the right, at its own expense, upon reasonable Notice and at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Contract. This right to examine, audit, and to obtain copies shall not be available with respect to proprietary information not directly relevant to transactions under this Contract. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under- or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two years after the Month of Gas delivery. All retroactive adjustments under Section 7 shall be paid in full by the party owing payment within 30 Days of Notice and substantiation of such inaccuracy.

7.7. Unless the parties have elected on the Base Contract not to make this Section 7.7 applicable to this Contract, the parties shall net all undisputed amounts due and owing, and/or past due, arising under the Contract such that the party owing the greater amount shall make a single payment of the net amount to the other party in accordance with Section 7; provided that no payment required to be made pursuant to the terms of any Credit Support Obligation or pursuant to Section 7.3 shall be subject to netting under this Section. If the parties have executed a separate netting agreement, the terms and conditions therein shall prevail to the extent inconsistent herewith.

SECTION 8. TITLE, WARRANTY, AND INDEMNITY

8.1. Unless otherwise specifically agreed, title to the Gas shall pass from Seller to Buyer at the Delivery Point(s). Seller shall have responsibility for and assume any liability with respect to the Gas prior to its delivery to Buyer at the specified Delivery Point(s). Buyer shall have responsibility for and assume any liability with respect to said Gas after its delivery to Buyer at the Delivery Point(s).

8.2. Seller warrants that it will have the right to convey and will transfer good and merchantable title to all Gas sold hereunder and delivered by it to Buyer, free and clear of all liens, encumbrances, and claims. EXCEPT AS PROVIDED IN THIS SECTION 8.2 AND IN SECTION 15.8, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE, ARE DISCLAIMED.

8.3. Seller agrees to indemnify Buyer and save it harmless from all losses, liabilities or claims including reasonable attorneys' fees and costs of court ("Claims"), from any and all persons, arising from or out of claims of title, personal injury (including death) or property damage from said Gas or other charges thereon which attach before title passes to Buyer. Buyer agrees to indemnify Seller and save it harmless from all Claims, from any and all persons, arising from or out of claims regarding payment, personal injury (including death) or property damage from said Gas or other charges thereon which attach after title passes to Buyer.

8.4. The parties agree that the delivery of and the transfer of title to all Gas under this Contract shall take place within the Customs Territory of the United States (as defined in general note 2 of the Harmonized Tariff Schedule of the United States 19 U.S.C. §1202, General Notes, page 3); provided, however, that in the event Seller took title to the Gas outside the Customs Territory of the United States, Seller represents and warrants that it is the importer of record for all Gas entered and delivered into the United States, and shall be responsible for entry and entry summary filings as well as the payment of duties, taxes and fees, if any, and all applicable record keeping requirements.

8.5. Notwithstanding the other provisions of this Section 8, as between Seller and Buyer, Seller will be liable for all Claims to the extent that such arise from the failure of Gas delivered by Seller to meet the quality requirements of Section 5.

SECTION 9. NOTICES

9.1. All Transaction Confirmations, invoices, payment instructions, and other communications made pursuant to the Base Contract ("Notices") shall be made to the addresses specified in writing by the respective parties from time to time.

9.2. All Notices required hereunder shall be in writing and may be sent by facsimile or mutually acceptable electronic means, a nationally recognized overnight courier service, first class mail or hand delivered.

9.3. Notice shall be given when received on a Business Day by the addressee. In the absence of proof of the actual receipt date, the following presumptions will apply. Notices sent by facsimile shall be deemed to have been received upon the sending party's receipt of its facsimile machine's confirmation of successful transmission. If the day on which such facsimile is received is not a Business Day or is after five p.m. on a Business Day, then such facsimile shall be deemed to have been received on the next

following Business Day. Notice by overnight mail or courier shall be deemed to have been received on the next Business Day after it was sent or such earlier time as is confirmed by the receiving party. Notice via first class mail shall be considered delivered five Business Days after mailing.

9.4. The party receiving a commercially acceptable Notice of change in payment instructions or other payment information shall not be obligated to implement such change until ten Business Days after receipt of such Notice.

SECTION 10. FINANCIAL RESPONSIBILITY

10.1. If either party ("X") has reasonable grounds for insecurity regarding the performance of any obligation under this Contract (whether or not then due) by the other party ("Y") (including, without limitation, the occurrence of a material change in the creditworthiness of Y or its Guarantor, if applicable), X may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" shall mean sufficient security in the form, amount, for a term, and from an issuer, all as reasonably acceptable to X, including, but not limited to cash, a standby irrevocable letter of credit, a prepayment, a security interest in an asset or guaranty. Y hereby grants to X a continuing first priority security interest in, lien on, and right of setoff against all Adequate Assurance of Performance in the form of cash transferred by Y to X pursuant to this Section 10.1. Upon the return by X to Y of such Adequate Assurance of Performance, the security interest and lien granted hereunder on that Adequate Assurance of Performance shall be released automatically and, to the extent possible, without any further action by either party.

10.2. In the event (each an "Event of Default") either party (the "Defaulting Party") or its Guarantor shall: (i) make an assignment or any general arrangement for the benefit of creditors; (ii) file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it; (iii) otherwise become bankrupt or insolvent (however evidenced); (iv) be unable to pay its debts as they fall due; (v) have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets; (vi) fail to perform any obligation to the other party with respect to any Credit Support Obligations relating to the Contract; (vii) fail to give Adequate Assurance of Performance under Section 10.1 within 48 hours but at least one Business Day of a written request by the other party; (viii) not have paid any amount due the other party hereunder on or before the second Business Day following written Notice that such payment is due; or ix) be the affected party with respect to any Additional Event of Default; then the other party (the "Non-Defaulting Party") shall have the right, at its sole election, to immediately withhold and/or suspend deliveries or payments upon Notice and/or to terminate and liquidate the transactions under the Contract, in the manner provided in Section 10.3, in addition to any and all other remedies available hereunder.

10.3. If an Event of Default has occurred and is continuing, the Non-Defaulting Party shall have the right, by Notice to the Defaulting Party, to designate a Day, no earlier than the Day such Notice is given and no later than 20 Days after such Notice is given, as an early termination date (the "Early Termination Date") for the liquidation and termination pursuant to Section 10.3.1 of all transactions under the Contract, each a "Terminated Transaction". On the Early Termination Date, all transactions will terminate, other than those transactions, if any, that may not be liquidated and terminated under applicable law ("Excluded Transactions"), which Excluded Transactions must be liquidated and terminated as soon thereafter as is legally permissible, and upon termination shall be a Terminated Transaction and be valued consistent with Section 10.3.1 below. With respect to each Excluded Transaction, its actual termination date shall be the Early Termination Date for purposes of Section 10.3.1.

The parties have selected either "Early Termination Damages Apply" or "Early Termination Damages Do Not Apply" as indicated on the Base Contract.

Early Termination Damages Apply:

10.3.1. As of the Early Termination Date, the Non-Defaulting Party shall determine, in good faith and in a commercially reasonable manner, (i) the amount owed (whether or not then due) by each party with respect to all Gas delivered and received between the parties under Terminated Transactions and Excluded Transactions on and before the Early Termination Date and all other applicable charges relating to such deliveries and receipts (including without limitation any amounts owed under Section 3.2), for which payment has not yet been made by the party that owes such payment under this Contract and (ii) the Market Value, as defined below, of each Terminated Transaction. The Non-Defaulting Party shall (x) liquidate and accelerate each Terminated Transaction at its Market Value, so that each amount equal to the difference between such Market Value and the Contract Value, as defined below, of such Terminated Transaction(s) shall be due to the Buyer under the Terminated Transaction(s) if such Market Value exceeds the Contract Value and to the Seller if the opposite is the case; and (y) where appropriate, discount each amount then due under clause (x) above to present value in a commercially reasonable manner as of the Early Termination Date (to take account of the period between the date of liquidation and the date on which such amount would have otherwise been due pursuant to the relevant Terminated Transactions).

For purposes of this Section 10.3.1, "Contract Value" means the amount of Gas remaining to be delivered or purchased under a transaction multiplied by the Contract Price, and "Market Value" means the amount of Gas remaining to be delivered or purchased under a transaction multiplied by the market price for a similar transaction at the Delivery Point determined by the Non-Defaulting Party in a commercially reasonable manner. To ascertain the Market Value, the Non-Defaulting Party may consider, among other valuations, any or all of the settlement prices of NYMEX Gas futures contracts, quotations from leading dealers in energy swap contracts or physical gas trading markets, similar sales or purchases and any other bona fide third-party offers, all adjusted for the length of the term and differences in transportation costs. A party shall not be required to enter into a replacement transaction(s) in order to determine the Market Value. Any extension(s) of the term of a transaction to which parties are not bound as of the Early Termination Date (including but not limited to "evergreen provisions") shall not be considered in determining Contract Values and Market Values. For the avoidance of doubt, any option pursuant to which one party has the right to extend

the term of a transaction shall be considered in determining Contract Values and Market Values. The rate of interest used in calculating net present value shall be determined by the Non-Defaulting Party in a commercially reasonable manner.

Early Termination Damages Do Not Apply:

10.3.1. As of the Early Termination Date, the Non-Defaulting Party shall determine, in good faith and in a commercially reasonable manner, the amount owed (whether or not then due) by each party with respect to all Gas delivered and received between the parties under Terminated Transactions and Excluded Transactions on and before the Early Termination Date and all other applicable charges relating to such deliveries and receipts (including without limitation any amounts owed under Section 3.2), for which payment has not yet been made by the party that owes such payment under this Contract.

The parties have selected either "Other Agreement Setoffs Apply" or "Other Agreement Setoffs Do Not Apply" as indicated on the Base Contract.

Other Agreement Setoffs Apply:

Bilateral Setoff Option:

10.3.2. The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the parties under Section 10.3.1, so that all such amounts are netted or aggregated to a single liquidated amount payable by one party to the other (the "Net Settlement Amount"). At its sole option and without prior Notice to the Defaulting Party, the Non-Defaulting Party is hereby authorized to setoff any Net Settlement Amount against (i) any margin or other collateral held by a party in connection with any Credit Support Obligation relating to the Contract; and (ii) any amount(s) (including any excess cash margin or excess cash collateral) owed or held by the party that is entitled to the Net Settlement Amount under any other agreement or arrangement between the parties.

Triangular Setoff Option:

10.3.2. The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the parties under Section 10.3.1, so that all such amounts are netted or aggregated to a single liquidated amount payable by one party to the other (the "Net Settlement Amount"). At its sole option, and without prior Notice to the Defaulting Party, the Non-Defaulting Party is hereby authorized to setoff (i) any Net Settlement Amount against any margin or other collateral held by a party in connection with any Credit Support Obligation relating to the Contract; (ii) any Net Settlement Amount against any amount(s) (including any excess cash margin or excess cash collateral) owed by or to a party under any other agreement or arrangement between the parties; (iii) any Net Settlement Amount owed to the Non-Defaulting Party against any amount(s) (including any excess cash margin or excess cash collateral) owed by the Non-Defaulting Party or its Affiliates to the Defaulting Party under any other agreement or arrangement; (iv) any Net Settlement Amount owed to the Defaulting Party against any amount(s) (including any excess cash margin or excess cash collateral) owed by the Defaulting Party to the Non-Defaulting Party or its Affiliates under any other agreement or arrangement; and/or (v) any Net Settlement Amount owed to the Defaulting Party against any amount(s) (including any excess cash margin or excess cash collateral) owed by the Defaulting Party or its Affiliates to the Non-Defaulting Party under any other agreement or arrangement.

Other Agreement Setoffs Do Not Apply:

10.3.2. The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the parties under Section 10.3.1, so that all such amounts are netted or aggregated to a single liquidated amount payable by one party to the other (the "Net Settlement Amount"). At its sole option and without prior Notice to the Defaulting Party, the Non-Defaulting Party may setoff any Net Settlement Amount against any margin or other collateral held by a party in connection with any Credit Support Obligation relating to the Contract.

10.3.3. If any obligation that is to be included in any netting, aggregation or setoff pursuant to Section 10.3.2 is unascertained, the Non-Defaulting Party may in good faith estimate that obligation and net, aggregate or setoff, as applicable, in respect of the estimate, subject to the Non-Defaulting Party accounting to the Defaulting Party when the obligation is ascertained. Any amount not then due which is included in any netting, aggregation or setoff pursuant to Section 10.3.2 shall be discounted to net present value in a commercially reasonable manner determined by the Non-Defaulting Party.

10.4. As soon as practicable after a liquidation, Notice shall be given by the Non-Defaulting Party to the Defaulting Party of the Net Settlement Amount, and whether the Net Settlement Amount is due to or due from the Non-Defaulting Party. The Notice shall include a written statement explaining in reasonable detail the calculation of the Net Settlement Amount, provided that failure to give such Notice shall not affect the validity or enforceability of the liquidation or give rise to any claim by the Defaulting Party against the Non-Defaulting Party. The Net Settlement Amount as well as any setoffs applied against such amount pursuant to Section 10.3.2, shall be paid by the close of business on the second Business Day following such Notice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the Net Settlement Amount as adjusted by setoffs, shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent per annum; or (ii) the maximum applicable lawful interest rate.

10.5. The parties agree that the transactions hereunder constitute a "forward contract" within the meaning of the United States Bankruptcy Code and that Buyer and Seller are each "forward contract merchants" within the meaning of the United States Bankruptcy Code.

10.6. The Non-Defaulting Party's remedies under this Section 10 are the sole and exclusive remedies of the Non-Defaulting Party with respect to the occurrence of any Early Termination Date. Each party reserves to itself all other rights, setoffs, counterclaims and other defenses that it is or may be entitled to arising from the Contract.

10.7. With respect to this Section 10, if the parties have executed a separate netting agreement with close-out netting provisions, the terms and conditions therein shall prevail to the extent inconsistent herewith.

SECTION 11. FORCE MAJEURE

11.1. Except with regard to a party's obligation to make payment(s) due under Section 7, Section 10.4, and Imbalance Charges under Section 4, neither party shall be liable to the other for failure to perform a Firm obligation, to the extent such failure was caused by Force Majeure. The term "Force Majeure" as employed herein means any cause not reasonably within the control of the party claiming suspension, as further defined in Section 11.2.

11.2. Force Majeure shall include, but not be limited to, the following: (i) physical events such as acts of God, landslides, lightning, earthquakes, fires, storms or storm warnings, such as hurricanes, which result in evacuation of the affected area, floods, washouts, explosions, breakage or accident or necessity of repairs to machinery or equipment or lines of pipe; (ii) weather related events affecting an entire geographic region, such as low temperatures which cause freezing or failure of wells or lines of pipe; (iii) interruption and/or curtailment of Firm transportation and/or storage by Transporters; (iv) acts of others such as strikes, lockouts or other industrial disturbances, riots, sabotage, insurrections or wars, or acts of terror; and (v) governmental actions such as necessity for compliance with any court order, law, statute, ordinance, regulation, or policy having the effect of law promulgated by a governmental authority having jurisdiction. Seller and Buyer shall make reasonable efforts to avoid the adverse impacts of a Force Majeure and to resolve the event or occurrence once it has occurred in order to resume performance.

11.3. Neither party shall be entitled to the benefit of the provisions of Force Majeure to the extent performance is affected by any or all of the following circumstances: (i) the curtailment of interruptible or secondary Firm transportation unless primary, in-path, Firm transportation is also curtailed; (ii) the party claiming excuse failed to remedy the condition and to resume the performance of such covenants or obligations with reasonable dispatch; or (iii) economic hardship, to include, without limitation, Seller's ability to sell Gas at a higher or more advantageous price than the Contract Price, Buyer's ability to purchase Gas at a lower or more advantageous price than the Contract Price, or a regulatory agency disallowing, in whole or in part, the pass through of costs resulting from this Contract; (iv) the loss of Buyer's market(s) or Buyer's inability to use or resell Gas purchased hereunder, except, in either case, as provided in Section 11.2; or (v) the loss or failure of Seller's gas supply or depletion of reserves, except, in either case, as provided in Section 11.2. The party claiming Force Majeure shall not be excused from its responsibility for Imbalance Charges.

11.4. Notwithstanding anything to the contrary herein, the parties agree that the settlement of strikes, lockouts or other industrial disturbances shall be within the sole discretion of the party experiencing such disturbance.

11.5. The party whose performance is prevented by Force Majeure must provide Notice to the other party. Initial Notice may be given orally; however, written Notice with reasonably full particulars of the event or occurrence is required as soon as reasonably possible. Upon providing written Notice of Force Majeure to the other party, the affected party will be relieved of its obligation, from the onset of the Force Majeure event, to make or accept delivery of Gas, as applicable, to the extent and for the duration of Force Majeure, and neither party shall be deemed to have failed in such obligations to the other during such occurrence or event.

11.6. Notwithstanding Sections 11.2 and 11.3, the parties may agree to alternative Force Majeure provisions in a Transaction Confirmation executed in writing by both parties.

SECTION 12. TERM

This Contract may be terminated on 30 Day's written Notice, but shall remain in effect until the expiration of the latest Delivery Period of any transaction(s). The rights of either party pursuant to Section 7.6, Section 10, Section 13, the obligations to make payment hereunder, and the obligation of either party to indemnify the other, pursuant hereto shall survive the termination of the Base Contract or any transaction.

SECTION 13. LIMITATIONS

FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN OR IN A TRANSACTION, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY HEREIN PROVIDED, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

SECTION 14. MARKET DISRUPTION

If a Market Disruption Event has occurred then the parties shall negotiate in good faith to agree on a replacement price for the Floating Price (or on a method for determining a replacement price for the Floating Price) for the affected Day, and if the parties have not so agreed on or before the second Business Day following the affected Day then the replacement price for the Floating Price shall be determined within the next two following Business Days with each party obtaining, in good faith and from non-affiliated market participants in the relevant market, two quotes for prices of Gas for the affected Day of a similar quality and quantity in the geographical location closest in proximity to the Delivery Point and averaging the four quotes. If either party fails to provide two quotes then the average of the other party's two quotes shall determine the replacement price for the Floating Price. "Floating Price" means the price or a factor of the price agreed to in the transaction as being based upon a specified index. "Market Disruption Event" means, with respect to an index specified for a transaction, any of the following events: (a) the failure of the index to announce or publish information necessary for determining the Floating Price; (b) the failure of trading to commence or the permanent discontinuation or material suspension of trading on the exchange or market acting as the index; (c) the temporary or permanent discontinuance or unavailability of the index; (d) the temporary or permanent closing of any exchange acting as the index; or (e) both parties agree that a material change in the formula for or the method of determining the Floating Price has occurred. For the purposes of the calculation of a replacement price for the Floating Price, all numbers shall be rounded to three decimal places. If the fourth decimal number is five or greater, then the third decimal number shall be increased by one and if the fourth decimal number is less than five, then the third decimal number shall remain unchanged.

SECTION 15. MISCELLANEOUS

15.1. This Contract shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, and heirs of the respective parties hereto, and the covenants, conditions, rights and obligations of this Contract shall run for the full term of this Contract. No assignment of this Contract, in whole or in part, will be made without the prior written consent of the non-assigning party (and shall not relieve the assigning party from liability hereunder), which consent will not be unreasonably withheld or delayed; provided, either party may (i) transfer, sell, pledge, encumber, or assign this Contract or the accounts, revenues, or proceeds hereof in connection with any financing or other financial arrangements, or (ii) transfer its interest to any parent or Affiliate by assignment, merger or otherwise without the prior approval of the other party. Upon any such assignment, transfer and assumption, the transferor shall remain principally liable for and shall not be relieved of or discharged from any obligations hereunder.

15.2. If any provision in this Contract is determined to be invalid, void or unenforceable by any court having jurisdiction, such determination shall not invalidate, void, or make unenforceable any other provision, agreement or covenant of this Contract.

15.3. No waiver of any breach of this Contract shall be held to be a waiver of any other or subsequent breach.

15.4. This Contract sets forth all understandings between the parties respecting each transaction subject hereto, and any prior contracts, understandings and representations, whether oral or written, relating to such transactions are merged into and superseded by this Contract and any effective transaction(s). This Contract may be amended only by a writing executed by both parties.

15.5. The interpretation and performance of this Contract shall be governed by the laws of the jurisdiction as indicated on the Base Contract, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction.

15.6. This Contract and all provisions herein will be subject to all applicable and valid statutes, rules, orders and regulations of any governmental authority having jurisdiction over the parties, their facilities, or Gas supply, this Contract or transaction or any provisions thereof.

15.7. There is no third party beneficiary to this Contract.

15.8. Each party to this Contract represents and warrants that it has full and complete authority to enter into and perform this Contract. Each person who executes this Contract on behalf of either party represents and warrants that it has full and complete authority to do so and that such party will be bound thereby.

15.9. The headings and subheadings contained in this Contract are used solely for convenience and do not constitute a part of this Contract between the parties and shall not be used to construe or interpret the provisions of this Contract.

15.10. Unless the parties have elected on the Base Contract not to make this Section 15.10 applicable to this Contract, neither party shall disclose directly or indirectly without the prior written consent of the other party the terms of any transaction to a third party (other than the employees, lenders, royalty owners, counsel, accountants and other agents of the party, or prospective purchasers of all or substantially all of a party's assets or of any rights under this Contract, provided such persons shall have agreed to keep such terms confidential) except (i) in order to comply with any applicable law, order, regulation, or exchange rule, (ii) to the extent necessary for the enforcement of this Contract, (iii) to the extent necessary to implement any transaction, (iv) to the extent necessary to comply with a regulatory agency's reporting requirements including but not limited to gas cost recovery proceedings; or (v) to the extent such information is delivered to such third party for the sole purpose of calculating a published index. Each party shall notify the other party of any proceeding of which it is aware which may result in disclosure of the terms of any transaction (other than as permitted hereunder) and use reasonable efforts to prevent or limit the disclosure. The existence of this Contract is not subject to this confidentiality obligation. Subject to Section 13, the parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with this confidentiality obligation. The terms of any transaction hereunder shall be kept confidential by the parties hereto for one year from the expiration of the transaction.

In the event that disclosure is required by a governmental body or applicable law, the party subject to such requirement may disclose the material terms of this Contract to the extent so required, but shall promptly notify the other party, prior to disclosure, and shall cooperate (consistent with the disclosing party's legal obligations) with the other party's efforts to obtain protective orders or similar restraints with respect to such disclosure at the expense of the other party.

15.11. The parties may agree to dispute resolution procedures in Special Provisions attached to the Base Contract or in a Transaction Confirmation executed in writing by both parties

15.12. Any original executed Base Contract, Transaction Confirmation or other related document may be digitally copied, photocopied, or stored on computer tapes and disks (the "Imaged Agreement"). The Imaged Agreement, if introduced as evidence on paper, the Transaction Confirmation, if introduced as evidence in automated facsimile form, the recording, if introduced as evidence in its original form, and all computer records of the foregoing, if introduced as evidence in printed format, in any judicial, arbitration, mediation or administrative proceedings will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither Party shall object to the admissibility of the recording, the Transaction Confirmation, or the Imaged Agreement on the basis that such were not originated or maintained in documentary form. However, nothing herein shall be construed as a waiver of any other objection to the admissibility of such evidence.

DISCLAIMER: The purposes of this Contract are to facilitate trade, avoid misunderstandings and make more definite the terms of contracts of purchase and sale of natural gas. Further, NAESB does not mandate the use of this Contract by any party. **NAESB DISCLAIMS AND EXCLUDES, AND ANY USER OF THIS CONTRACT ACKNOWLEDGES AND AGREES TO NAESB'S DISCLAIMER OF, ANY AND ALL WARRANTIES, CONDITIONS OR REPRESENTATIONS, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THIS CONTRACT OR ANY PART THEREOF, INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE (WHETHER OR NOT NAESB KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, OR BY COURSE OF DEALING. EACH USER OF THIS CONTRACT ALSO AGREES THAT UNDER NO CIRCUMSTANCES WILL NAESB BE LIABLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY USE OF THIS CONTRACT.**

TRANSACTION CONFIRMATION
FOR IMMEDIATE DELIVERY

EXHIBIT A

Letterhead/Logo	Date: _____, ____ Transaction Confirmation #: _____	
This Transaction Confirmation is subject to the Base Contract between Seller and Buyer dated _____. The terms of this Transaction Confirmation are binding unless disputed in writing within 2 Business Days of receipt unless otherwise specified in the Base Contract.		
SELLER: _____ _____ Attn: _____ Phone: _____ Fax: _____ Base Contract No. _____ Transporter: _____ Transporter Contract Number: _____	BUYER: _____ _____ Attn: _____ Phone: _____ Fax: _____ Base Contract No. _____ Transporter: _____ Transporter Contract Number: _____	
Contract Price: \$_____/MMBtu or _____		
Delivery Period: Begin: _____, ____ End: _____, ____		
Performance Obligation and Contract Quantity: (Select One)		
Firm (Fixed Quantity): _____ MMBtus/day ☐ EFP	Firm (Variable Quantity): _____ MMBtus/day Minimum _____ MMBtus/day Maximum subject to Section 4.2. at election of ☐ Buyer or ☐ Seller	Interruptible: Up to _____ MMBtus/day
Delivery Point(s): _____ (If a pooling point is used, list a specific geographic and pipeline location):		
Special Conditions:		
Seller: _____ By: _____ Title: _____ Date: _____	Buyer: _____ By: _____ Title: _____ Date: _____	

**SPECIAL PROVISIONS to the
Base Contract for Sale and Purchase of Natural Gas
(NAESB Standard 6.3.1 dated September 5, 2006)**

**Between
City of Roseville ("Party A")
and
Direct Energy Business Marketing, LLC ("Party B")**

Dated June 2, 2020

1. The Cover Sheet shall be amended as follows: In the first sentence of the paragraph following the bank information on the cover sheet, insert the phrase "(NAESB Standard 6.3.1)" immediately after the word "Gas", and insert the date "September 5, 2006" immediately after the word "published".
2. In Section 2, Definitions,
 - 2.2. The term "Affiliate" is amended by adding the following after the last sentence in the third (3rd) line: "Notwithstanding the foregoing, in the case of Party B, Affiliate shall be deemed not to include any person or entity that is not organized or incorporated under the laws of a jurisdiction within Canada or the United States."
 - 2.12. The term "Cover Standard" is amended by deleting "or an alternate fuel if elected by Buyer and replacement Gas is not available".

Add the following definitions at the end:

 - 2.36. "Act" means Constitution of the State of California, the California statute(s), charter and municipal ordinances under which City of Roseville was created, organized and authorized to enter into this Base Contract and each Transaction thereunder.";
 - 2.37. "Costs" means, with respect to the Non-Defaulting Party, brokerage fees, commissions and other similar third party transaction costs and expenses reasonably incurred by such Party either in terminating any arrangement pursuant to which it has hedged its obligations or entering into new arrangements which replace a Terminated Transaction; and all reasonable attorneys' fees and expenses incurred by the Non-Defaulting Party in connection with the termination of a Transaction.
 - 2.38. "Governmental Entity or Public Power System" means a municipality, county, governmental board, public power authority, public utility district, joint action agency, or other similar political subdivision or public entity of the United States, one or more States or territories or any combination thereof.
3. Section 10.1 shall be amended to add the following sentence as the second sentence of the section: "Reasonable grounds for insecurity shall also include, but not be limited to, the downgrade of Y's or Y's Guarantor's senior unsecured debt rating, if any, by either Standard & Poor's or Moody's Investors Service, to a rating below an investment grade rating (BBB- or Baa3, respectively)."
4. Section 10.2. The word "or" immediately prior to clause (ix) is deleted and the following new clause (x) is inserted immediately after clause (ix):

"(x) to perform any other material covenant or obligation set forth in this Contract and not expressly covered by this Section 10.2 (excluding a breach of a Firm obligation to deliver or receive Gas for which a remedy is provided Section 3.2), if such failure is not remedied within three (3) Business Days after written Notice of such failure."
5. Section 10.3.2. "Bilateral Setoff Option": insert after "Section 10.3.1" on the second line, the words "plus all Costs."

6. Section 10.3 shall be amended by adding after the words “under applicable law” in the second sentence, the following “or that are, in the reasonable opinion of the Non-Defaulting Party, commercially impracticable to liquidate and terminate” and deleting the words “legally permissible” and replacing them with “reasonably practicable”.

7. A new Section 10.8 shall be added as follows:

“10.8. Notwithstanding any provision to the contrary contained in the Contract, the Non-Defaulting Party shall not be required to pay to the Defaulting Party any amount under this Section 10 until the Non-Defaulting Party receives confirmation satisfactory to it in its reasonable discretion (which may include an opinion of its counsel) that all other obligations of any kind whatsoever of the Defaulting Party or any of its Affiliates to make any payments to the Non-Defaulting Party or any of its Affiliates under the Contract or otherwise have been fully and finally performed; provided however, such review by the Non-Defaulting Party shall not exceed five (5) Business Days.”

8. A new Section 10.9 shall be added to the Contract and shall read as follows:

“10.9. Guaranty. If a Guarantor is specified for either party, the other party has the right to request a Guaranty at any time commencing with the execution of this Contract.

Guaranty Amount for Party A: Not Applicable

Guaranty Amount for Party B: As mutually agreed to from time to time

“Guaranty” means a Guaranty issued by a Guarantor for a party in favor of the other party in a format and in an amount acceptable to both parties.

9. Section 11.6 shall be deleted in its entirety.

10. Section 12 shall be amended to add the word “prior” immediately before the phrase “written Notice” in the first sentence.

In Section 15.10, insert the words “party’s and the party’s affiliates” at the beginning of the third line.

11. Section 15.5. Conflict of Law and Waiver of Jury Trial. – Add the following to the end of Section 15.5:

“The parties agree to submit to the non-exclusive jurisdiction of the state courts and United States District Court of such indicated jurisdiction, including all appellate courts therein and therefrom, to determine such matters, but nothing in the foregoing shall prohibit a party from seeking enforcement of any judgment in any other jurisdiction. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION OR PROCEEDING RELATING TO THIS CONTRACT.”

12. Section 15.11 shall be deleted in its entirety.

13. The following will be added as new sections:

“Section 15.13 Governmental Entity or Public Power System Security. With respect to each transaction, Governmental Entity or Public Power System shall, upon execution of this Base Contract and prior to the commencement of each subsequent fiscal year of Governmental Entity or Public Power System during any delivery period, have obtained all necessary budgetary approvals and certifications for payment of all of its obligations under this agreement for such fiscal year; any breach of this provision shall be deemed to have arisen during a fiscal period of Governmental Entity or Public Power System for which budgetary approval or certification of its obligations under this Base Contract is in effect and, notwithstanding anything to the contrary in Section 10.3.1, an Early Termination Date shall automatically and without further notice occur hereunder as of such date wherein Governmental Entity or Public Power System shall be treated as the Defaulting Party. Governmental Entity or Public Power System shall have allocated to its general funds a revenue base that is adequate to cover Public Power System’s payment obligations hereunder throughout the entire delivery period.

Section 15.14. To the fullest extent permitted by applicable law, EACH PARTY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS

LOCATED IN NEW YORK CITY, BOROUGH OF MANHATTAN, FOR ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY TRANSACTION, AND EXPRESSLY WAIVES ANY OBJECTION IT MAY HAVE TO SUCH JURISDICTION OR THE CONVENIENCE OF SUCH FORUM.

Section 15.15. Notwithstanding any other provision of this agreement, upon receipt of a public records or information request pursuant to the California Public Records Act, or any similar act, City of Roseville may, at its sole discretion, disclose confidential information, which does not fall within a statutory exemption (e.g., trade secret information) from disclosure.”

14. Mobile-Sierra Standard. – Add the following as Section 15.16.

“

15.16. Mobile-Sierra Standard. To the extent, if any, that a Gas transaction does not qualify as a “first sale” as defined by the Natural Gas Act and §§ 2 and 601 of the Natural Gas Policy Act, each party irrevocably waives its rights, including its rights under §§ 4-5 of the Natural Gas Act, unilaterally to seek or support a change in the rate(s), charges, classifications, terms or conditions of any Gas transaction hereunder or any other agreements entered into in connection with this Contract (collectively, the “Covered Agreements”). By this provision, each party expressly waives its right to seek or support: (i) an order from the U.S. Federal Energy Regulatory Commission (“FERC”) finding that the market-based rate(s), charges, classifications, terms or conditions agreed to by the parties under the Covered Agreements are unjust and unreasonable; or (ii) any refund with respect thereto. Each party agrees not to make or support such a filing or request, and that these covenants and waivers shall be binding notwithstanding any regulatory or market changes that may occur hereafter. Absent the agreement of both parties to the proposed change, the standard of review for changes to any section of the Covered Agreements proposed by a party (to the extent that any waiver as set forth in this section is unenforceable or ineffective as to such party), a non-party or FERC acting sua sponte, shall be the “public interest” standard of review set forth in United Gas Pipe Line Co. v. Mobile Gas Service Corp., 350 U.S. 332 (1956) and Federal Power Commission v. Sierra Pacific Power Co., 350 U.S. 348 (1956) (the “Mobile-Sierra” doctrine), and clarified by Morgan Stanley Capital Group Inc. v. Pub. Util. Dist. No. 1 Snohomish County, 128 S. Ct. 2733 (2008) and NRG Power Marketing LLC v. Maine Pub. Util. Comm’n, 558 U. S. 165 (2010). Notwithstanding any of the foregoing in this section, if the FERC determines that a party to this Contract is entitled to a refund, then nothing in this section shall bar that party from entitlement to such right.”

15. UCC - Add the following as Section 15.17:

“15.17 Each party agrees that notwithstanding any provisions of law relating to adequate assurance of future performance, the parties shall only be entitled to request adequate assurance as specifically provided in this Contract, including the Credit Support Annex, if any.”

16. Bankruptcy Code/Independent Decision – Add the following as Section 15.18:

“15.18. The parties agree that (i) this Contract is a “Master Netting Agreement” as defined in the United States Bankruptcy Code, as amended (the “Bankruptcy Code”), (ii) Party B is not a “utility” as such term is used in the Bankruptcy Code, (iii) all setoffs, netting and liquidations contemplated hereunder constitute “settlement payments” as set forth in Sections 101 and 741 of the Bankruptcy Code and each payment or transfer of Adequate Assurance of Performance or Credit Support Obligation(s) under this Contract is a “margin payment”, “settlement payment” or “transfer” within the meaning of Section 101 of the Bankruptcy Code for the purposes of and as used therein, and (iv) each party is acting for its own account, has made its own independent decision to enter into this Contract and each transaction and as to whether this Contract and any transaction is appropriate or proper for it based upon its own judgment and is not relying upon the advice or recommendations of the other party hereto in so doing, and is capable of assessing the merits of and understanding, and understands and accepts, the terms, conditions and risks of this Contract and each transaction.”

17. A new Section 16 shall be added as follows:

“Section 16.1. RESOLUTION OF DISPUTES

16.1. Resolution of Disputes. Any dispute or need of interpretation between the Parties involving or arising under this Base Contract first may be referred for resolution to a senior representative of each Party. Upon receipt of a notice describing the dispute and designating the notifying Party's senior representative and that the dispute is to be resolved by the Parties' senior representatives under this Base Contract, the other Party shall promptly designate its senior representative to the notifying Party. The senior representatives so designated shall attempt to resolve the dispute on an informal basis as promptly as practicable. If the dispute has not been resolved within thirty (30) days after the notifying Party's notice was received by the other Party, or within such other period as the Parties may jointly agree, the Parties may mutually agree to submit the dispute to arbitration.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have caused these Special Provisions to be duly executed as of the date first above written.

City of Roseville

By: _____

Name: _____

Title: _____

Date: _____

Direct Energy Business Marketing, LLC

By: _____

Name: _____

Title: _____

Date: _____



Name: David Brast
Title: NAB SVP Power & Gas

Digitally signed by:
David Brast
DN: CN = David
Brast email = David.
brast@directenergy
.com C = US O =
Direct Energy OU =
DEB
Date: 2020.06.16
11:42:10 -06'00'



COUNCIL COMMUNICATION

CC #: 0899

File #: 0110

Title: Economic Development Agreement and Expenditure of Membership Funds For FY2020-21

Contact: Laura Matteoli 916-774-5284 lmatteoli@roseville.ca.us

Meeting Date: 8/5/2020

Item #: 7.20.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council:

1. Adopt a Resolution to approve an Economic Development Agreement Between the Greater Sacramento Economic Council (GSEC) and the City of Roseville and authorize the City Manager to execute it on behalf of the City.
2. Authorize the expenditure of membership funds for:
 - Greater Sacramento Economic Council (GSEC) in the amount of \$55,857, and
 - Roseville Area Chamber of Commerce in the amount of \$40,000.

BACKGROUND

The City of Roseville allocated financial support, in the form of memberships, to the Greater Sacramento Economic Council (GSEC) and the Roseville Area Chamber of Commerce within the Economic Development Department FY2020-21 budget. The purpose of the memberships with each organization is to attract, grow, support and expand business and job creation, assist small businesses and entrepreneurs and promote the City as a place to do business. Below is a listing of each membership organization with details on their benefits and goals.

Greater Sacramento Economic Council

The Greater Sacramento Economic Council (aka. Greater Sacramento) is a public-private partnership; the majority of funding comes from the private sector with a collaboration between local and state governments, market leaders, influencers, and stakeholders, with the sole mission of driving economic growth. The organization's goal is to implement a new approach to economic development with multi-year financial commitments that allows for more time and resources to be dedicated to business recruitment and retention, rather than ongoing fundraising. Specifically, the membership focuses on the retention, attraction, growth and scale of new businesses, developing advanced industries and creating jobs and investment throughout a six-county region. Along with the City's support and participation in Greater Sacramento's efforts, the City has single

voting representation, by the City's Mayor or designee, on the Greater Sacramento Board of Directors.

The proposed 2020 Economic Development Agreement with the Greater Sacramento Economic Council is the City's sixth annual agreement for participation. The City's membership dues are based upon our population, specifically \$0.40 per capita applied to the population as reported by the Department of Finance.

Roseville Area Chamber of Commerce

The Roseville Area Chamber of Commerce membership focuses on business support, retention, expansion and tourism. The City's membership benefits include participation in Chamber events to strengthen our partnership efforts and to elevate the awareness of this partnership. The City's financial support is identified as a "Signature" level member in the President's Circle. As a Signature level member the City receives:

- Installation Dinner Sponsor Table = 1 table of 10 persons
- Roseville 2021 Sponsor & Tickets = 2 tables of 8 persons plus 1 vendor booth
- Splash Sponsor & Tickets = 24 tickets
- Ignite Power Lunch Sponsor = 2 tickets
- Ignite Winter Bash Sponsor & Tickets = 10 tickets
- Chamber Breakfast & Lunch for the year = 2 tickets to each
- Business Showcase & Mixer = Exhibit space 1 vendor booth for each event
- Online Marketing Package including 5-star Lobby Advertising
- Insight Newsletter Advertising

The Chamber of Commerce has identified the total value for the City's "Signature" level membership at \$40,000.

The City's continued financial support in terms of memberships with key organizations such as Greater Sacramento and the Roseville Area Chamber of Commerce is key to our successful partnership and efforts relating to business recruitment, retention, expansion, support of small business and entrepreneurs, and tourism.

FISCAL IMPACT

The total dollar value of this request is \$95,857 and is funded by the General Fund. These funds are included in the FY2020-21 Economic Development Department budget. Therefore, no additional General Fund resources are requested.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonable foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15061(b)(3)) and §15378.

The 2020 Economic Development Agreement and Expenditure of Membership Funds for GSEC

and the Roseville Area Chamber of Commerce meet the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Laura Matteoli, Economic Development Director

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 No. 20-303

2020 Economic Development Agreement between GSEC and City of Roseville

RESOLUTION NO. 20-303

APPROVING AN AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND THE GREATER SACRAMENTO ECONOMIC COUNCIL, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an Economic Development Agreement between the Greater Sacramento Economic Council 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 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 _____, 2020, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**ECONOMIC DEVELOPMENT AGREEMENT BETWEEN
THE GREATER SACRAMENTO ECONOMIC COUNCIL
AND THE CITY OF ROSEVILLE**

This Economic Development Agreement (“Agreement”) is entered into by and between the City Council of the City of Roseville, a California municipality (the “Public Jurisdiction”), and the Greater Sacramento Area Economic Council (“Greater Sacramento”), a California non-profit corporation (each a “Party” and collectively referred to as the “Parties”). The Agreement shall be effective (“Effective Date”) upon signature of both Parties.

WHEREAS, the Parties acknowledge and agree that any previous contract relating to the subject matter herein is terminated and replaced with this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Public Jurisdiction and Greater Sacramento agree as follows:

I. RESPONSIBILITIES OF GREATER SACRAMENTO

A. MISSION: Greater Sacramento is an economic development organization working through a public-private partnership of local businesses and governments to retain, attract, grow, and create sustainable businesses in the six-county Sacramento Region, including El Dorado, Placer, Sacramento, Sutter, Yolo, and Yuba Counties and the 23 cities therein.

B. GOALS: Greater Sacramento is guided by and strategically focused on the following specific long-range goals:

1. Develop and utilize in-depth data and analytics to guide strategic economic development efforts and improve the region’s competitive position.
2. Strategically market the region to generate qualified company prospects in targeted economic clusters.
3. Leverage public and private partners and resources to locate qualified prospects.

C. RETENTION AND EXPANSION POLICY:

1. Greater Sacramento’s primary role is developing the Sacramento Region’s market intelligence strategy for high-wage, base industry clusters in coordination with representatives of local communities.
2. Both Parties understand that retention and expansion of existing businesses within communities is primarily a local issue, but Greater Sacramento will confidentially assist local leaders on these projects.
3. Greater Sacramento will support communities’ efforts to retain and expand existing businesses through coordinating regional support and providing research on key retention and expansion projects, as requested by the local community.

4. Greater Sacramento will advise communities when an existing company contacts Greater Sacramento regarding a retention or expansion issue, subject to any legal and/or contractual non-disclosure obligations.

D. ACTION PLANS: In accordance with the Mission, Goals, and Retention and Expansion Policy set forth above and subject to the availability of adequate funding, Greater Sacramento shall implement strategic action plans adopted by its Board of Directors and Economic Development Directors Taskforce (EDDT). The Public Jurisdiction shall be entitled to provide input on these action plans through its participation in these advisory groups as specified in Sections III.A. and III.B. of this Agreement. The Public Jurisdiction acknowledges and agrees that Greater Sacramento may, in its reasonable judgment in accordance with its own practices and procedures, substitute, change, reschedule, cancel, or defer certain activities as required by a result of changing market conditions, funding availability, or other circumstances beyond Greater Sacramento's reasonable control.

E. PERFORMANCE TARGETS: Specific performance targets shall be established by Greater Sacramento's Board of Directors and shall be used to evaluate and report progress on Greater Sacramento's implementation of strategic action plans. Greater Sacramento will provide regular reports to the Public Jurisdiction detailing its progress in implementing such plans. As required by a result of changing market conditions, funding availability, or other circumstances beyond Greater Sacramento's reasonable control, these performance targets may be revised with the approval of the Board of Directors or a majority of the designated members of Greater Sacramento's EDDT.

F. ECONOMIC DEVELOPMENT DIRECTORS TASKFORCE (EDDT): Greater Sacramento will organize and lead the Economic Development Directors Taskforce (EDDT), which will develop and follow set protocol for issues such as: business attraction, retention, and expansion; external marketing and communications; and permitting streamlining. The Public Jurisdiction may appoint one representative to the taskforce as outlined in Section III.B. of this Agreement.

II. RESPONSIBILITIES OF THE PUBLIC JURISDICTION

A. STAFF SUPPORT OF GREATER SACRAMENTO'S EFFORTS: The Public Jurisdiction shall provide staff support to Greater Sacramento's economic development efforts as follows:

1. The Public Jurisdiction shall respond to leads or prospects referred by Greater Sacramento in a professional manner within the time frame specified by the lead or prospect if the Public Jurisdiction desires to compete and if the lead is appropriate for the Public Jurisdiction. When possible, the Public Jurisdiction agrees to provide its response in the format developed jointly by Greater Sacramento and the EDDT.
2. The Public Jurisdiction shall provide appropriate local hospitality, tours, and briefings for prospects visiting sites in the Public Jurisdiction.

3. The Public Jurisdiction shall provide an official economic development representative to represent the Public Jurisdiction on the EDDT, which advises Greater Sacramento's President & CEO.
4. The Public Jurisdiction shall cooperate in the implementation of Greater Sacramento/EDDT process improvement recommendations including presentation formats, exchange of information on prospects with Greater Sacramento staff, use of shared data systems, land and building databases, and private sector real estate industry interfaces.
5. The Public Jurisdiction shall use its best efforts to respond to special requests by Greater Sacramento for specific information about the Public Jurisdiction within the time frame specified in such request.
6. In order to enable Greater Sacramento to be more sensitive and responsive to the Public Jurisdiction's requirements, the Public Jurisdiction shall, at its sole option, deliver to Greater Sacramento copies of any economic development strategies approved by the Public Jurisdiction, work plans, programs, and evaluation criteria. Greater Sacramento shall not disclose the information to outside parties.
7. The Public Jurisdiction shall use its best efforts to cause an economic development professional representing the Public Jurisdiction to attend all marketing events and other functions to which the Public Jurisdiction has committed itself.
8. The Public Jurisdiction agrees to work with Greater Sacramento to improve the Public Jurisdiction's competitiveness and market readiness to support the growth and expansion of targeted industries.

B. RECOGNITION OF GREATER SACRAMENTO: The Public Jurisdiction agrees to recognize Greater Sacramento as the Public Jurisdiction's officially designated regional economic development organization.

III. ADDITIONAL AGREEMENTS OF THE PARTIES

A. BOARD OF DIRECTORS REPRESENTATION: The Public Jurisdiction shall have a single voting representative on the Greater Sacramento Board of Directors so long as such Director will not cause Greater Sacramento to exceed the maximum number of authorized Directors. The Director under this paragraph shall be the highest-ranking non-elected official with the Public Jurisdiction. This highest-ranking non-elected official shall be permitted to delegate his or her position as Director to the highest-ranking elected official with the Public Jurisdiction to serve as an alternate to the Director, provided, however, that in the case that the Public Jurisdiction is a county, the highest-ranking elected official designated by the highest-ranking non-elected official may be any one of the county supervisors and need not be the chair of the county supervisors. Any such Director (the representative or his or her alternate) will be qualified to serve on the Board of Directors only if the Public Jurisdiction remains current on its annual contribution at an amount equal to or greater than its full formula allocation as determined from time to time by the Board of Directors and laid out in this contract in Section III.E.1., and as long as the Public

Jurisdiction makes a long-term commitment to assist and carry out the mission and purpose of Greater Sacramento and fulfills the additional requirements set forth in this Agreement.

B. ECONOMIC DEVELOPMENT DIRECTORS TASKFORCE (EDDT) REPRESENTATION: The Public Jurisdiction shall also appoint one (1) economic development professional from its staff, local economic development partner organization, or other qualified community member, subject to the approval of Greater Sacramento, to represent the Public Jurisdiction on Greater Sacramento's Economic Development Directors Taskforce (EDDT), which advises Greater Sacramento's President & CEO.

C. PARTICIPATION IN MARKETING EVENTS: Representative(s) of the Public Jurisdiction shall be entitled to participate in Greater Sacramento's marketing events provided that such participation shall not be at Greater Sacramento's expense.

D. PROVISION OF ASSISTANCE: When requested and appropriate, Greater Sacramento will use its best efforts to provide assistance and support to the Public Jurisdiction's economic development staff for business location prospects identified and qualified by the Public Jurisdiction and assist the Public Jurisdiction with presentations to prospects in the Public Jurisdiction or corporate locations.

E. COMPENSATION:

1. The Public Jurisdiction agrees to pay \$55,857 for services to be provided by Greater Sacramento pursuant to the Agreement during the fiscal year ending on June 30, 2021, as set forth in this Agreement. This amount is based on \$0.40 per capita applied to the Public Jurisdiction's population as reported in the 2019 population estimates from the California Department of Finance Demographic Research Unit, which listed the Public Jurisdiction as having a population of 139,643. Any adjustment to this formula shall be reviewed and approved by the Board of Directors and presented in writing to the Public Jurisdiction for approval.
2. Nothing herein shall preclude the Public Jurisdiction from contracting separately with Greater Sacramento for services to be provided in addition to those to be provided hereunder, upon terms and conditions to be negotiated by the Public Jurisdiction and Greater Sacramento.
3. Greater Sacramento shall submit annual invoices to the Public Jurisdiction on or before July 1 each year. To allow the Public Jurisdiction to budget appropriately, Greater Sacramento shall submit to the Public Jurisdiction a letter indicating the rate structure and full contribution amount no later than May 1 each year. The Public Jurisdiction shall submit full payment within the first quarter of its fiscal year beginning July 1. The Public Jurisdiction is entitled to receive annual audit reports for Greater Sacramento and financial reports at Board of Directors meetings held at least four (4) times per year.

F. COOPERATION:

1. The purpose of this Agreement is to set forth the regional economic development program that Greater Sacramento agrees to undertake, the support that the Public

Jurisdiction agrees to provide, the respective roles of Greater Sacramento and the Public Jurisdiction, and the payments of the Public Jurisdiction to Greater Sacramento for the fiscal year ending June 30, 2021.

2. The parties acknowledge that Greater Sacramento is a cooperative organization effort between Greater Sacramento and local communities. Accordingly, the Public Jurisdiction and Greater Sacramento covenant and agree to work together in a productive and harmonious manner, to cooperate in furthering Greater Sacramento's goals for the 2020/2021 fiscal year.
3. The Public Jurisdiction agrees to work with Greater Sacramento, as necessary or appropriate, to revise the performance measures, benchmarks, and/or goals for the FY 2020/2021 contract.

IV. GENERAL PROVISIONS

- A. INDEMNIFICATION AND HOLD HARMLESS:** During the term of this Agreement, Greater Sacramento shall indemnify, defend, hold, protect, and save harmless the Public Jurisdiction and any and all of its elected officials, officers, and employees from and against any and all actions, suits, proceedings, claims and demands, loss, liens, costs, expense, and liability of any kind and nature whatsoever, for injury to or death of persons, or damage to property, including property owned by Public Jurisdiction brought, made, filed against, imposed upon, or sustained by the Public Jurisdiction, its officers, or employees arising out of a third party action, suit, proceeding, claim or demand caused by the negligent performance of Greater Sacramento's obligations under this Agreement.

Any party entitled to indemnity shall promptly notify Greater Sacramento's President & CEO in writing of the existence of any claim, demand, or other matter to which Greater Sacramento's indemnification obligations would apply, shall investigate and mitigate the harm, and shall cooperate with and give to Greater Sacramento a reasonable opportunity to defend the same at its own expense and with counsel reasonably satisfactory to the indemnified party. To the extent that notice is not timely provided to Greater Sacramento and Greater Sacramento is prejudiced thereby, Greater Sacramento's indemnification obligations shall be reduced accordingly.

Nothing in this Subsection A shall be deemed to provide indemnification to any indemnified party with respect to any liabilities arising from the fraud, negligence, omissions, wrongful acts or willful misconduct of such indemnified party (including its officials, officers, employees and agents).

Greater Sacramento's aggregate liability arising out of or relating to this Agreement, regardless of the form of the cause of action, whether in contract, tort, statute or otherwise, shall be subject to the other terms of this Agreement and shall in no event exceed the amounts paid by the Public Jurisdiction to Greater Sacramento for services to be provided by Greater Sacramento pursuant to the Agreement during the fiscal year ending on June 30, 2021, as set forth in this Agreement.

Notwithstanding anything to the contrary contained in this Agreement, to the full extent permitted by applicable law, Greater Sacramento shall not, under any circumstances, be

liable for any claim for any consequential, incidental, indirect, punitive, exemplary or special damages of any nature whatsoever, or for any damages resulting from, arising out of, or in connection with any delays, loss of data, lost revenues, lost profits, interference, interruption of service, or loss of business or anticipatory profits, regardless of the form of action, whether in contract, tort, strict liability or otherwise.

- B. INSURANCE:** Greater Sacramento shall procure and maintain for the duration of this Agreement, at Greater Sacramento's own cost and expense, insurance against claims for injuries to persons or damages to property which may arise from or in connection with this Agreement by Greater Sacramento, its agents, representatives, employees, or contractors.
- C. EQUAL EMPLOYMENT OPPORTUNITY:** During the performance of this Agreement, Greater Sacramento will not discriminate against any employee or applicant for employment because of race, color, religion, creed, sex (including pregnancy, childbirth, and related medical conditions), sexual orientation and identity, national origin, ancestry, age, genetic information, citizenship, medical condition or illness, AIDS/HIV, ethnic background, physically or mentally disabled, retaliation, criminal record, military or veteran status, marital status, or political activities or affiliations, status as a victim of domestic violence, sexual harassment, assault, or stalking. Greater Sacramento also makes reasonable accommodations for handicapped and disabled employees. Finally, Greater Sacramento prohibits the harassment of any individual on any basis listed above, or any other consideration made unlawful by federal, state or local laws. All such discrimination is unlawful and will not be tolerated.
- D. NONLIABILITY OF OFFICIALS AND EMPLOYEES:** No member, official, or employee of the Public Jurisdiction will be personally liable to Greater Sacramento, or any successor in interest, in the event of any default or breach by the Public Jurisdiction or for any amount which may become due to Greater Sacramento or successor, or on any obligation under the terms of this Agreement. No member, official, or employee of Greater Sacramento will be personally liable to the Public Jurisdiction, or any successor in interest, in the event of any default or breach by Greater Sacramento or for any amount which may become due to the Public Jurisdiction or successor, or on any obligation under the terms of this Agreement.
- E. NOTICE:** Any notice or other communication provided for herein or given hereunder to a Party hereto shall be in writing or delivered by electronic transmission, as designated by each Party, using the contact information below. Notices or communications in writing shall be given in person, by overnight courier, or by mail (registered or certified mail, postage prepaid, return-receipt requested) to the respective Parties. Notices or communications may be delivered by electronic mail or facsimile, as designated by each Party, in a manner that creates a record that is capable of being retained, retrieved, and reviewed, and that may thereafter be rendered into clearly legible tangible form, unless or until either party revokes consent of use of that means of transmission for communications or either Party is unable to deliver communications by that means.

If to Greater Sacramento:
Greater Sacramento Economic Council

Attn: Chief Executive Officer
400 Capitol Mall, Suite 2500
Sacramento, CA 95814

If to the Public Jurisdiction:

City of Roseville
Attn: City Manager
311 Vernon Street
Roseville, CA 95678

- F. CONFIDENTIAL INFORMATION:** Both Parties agree, during the term of this Agreement and thereafter, to hold in strictest confidence, and not to use, except for the benefit of the other Party, or to disclose to any person, firm, or corporation without the prior written authorization of either Party, any Confidential Information of either Party, except (i) as may be legally required to respond to a request pursuant to the California Public Records Act (provided, however, the Parties acknowledge and agree that Greater Sacramento is not subject to the California Public Records Act), or (ii) in accordance with a judicial or governmental order, provided, however, that, to the extent reasonably possible, Public Jurisdiction shall give Greater Sacramento reasonable notice prior to making any such disclosure under (i) or (ii) above so Greater Sacramento may contest or seek a protective order (including, without limitation, a temporary restraining order) to prevent such disclosure if it so chooses, and provided further that Public Jurisdiction shall disclose only that portion of the Confidential Information that it is legally required to disclose. “Confidential Information” means any of Greater Sacramento/the Public Jurisdiction’s proprietary and/or confidential information, technical data, trade secrets, or know-how, including, but not limited to, research, product plans, products, services, client lists, markets, trade secrets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, billing, charging, or other business information disclosed to one Party by the other, either directly or indirectly, which is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Either Party may use the Confidential Information to the extent necessary for negotiations, discussions, and consultations with authorized personnel or authorized representatives or for any other purpose that either Party may hereafter authorize in writing; provided, however, that such authorized use does not create any license to use or disclose such Confidential Information except as explicitly granted by either Party. The Parties acknowledge that they are neither responsible nor liable for any business decisions made by the other Party in reliance upon any Confidential Information. The Parties make no representations or warranties, express or implied, with respect to the accuracy or completeness of the Confidential Information. The Parties agree that in the event of any breach or threatened breach of this Section, either Party may obtain, in addition to any other legal remedies, which may be available, such equitable relief as may be necessary to protect it against any such breach or threatened breach.
- G. OWNERSHIP OF WORK PRODUCT:** Public Jurisdiction acknowledges and agrees that all work product or deliverables prepared for, arising from, related to, or incorporated in the services to be provided by Greater Sacramento including, without limitation, all

ideas, concepts, inventions, expressions, information, material, works of authorship, plans, programs, programming code, systems, work notes, drafts, specifications, design documents, flow charts, software programs, analyses, data, surveys, print copy, artwork, plates, photo negatives and positives, boards, preliminary outlines, sketches, letters, invoices, proposals, databases, and reports (collectively, "Work Product") shall be owned solely and exclusively by Greater Sacramento, including without limitation, all corrections, modifications, and derivative works to such Work Product. The Work Product shall be considered Greater Sacramento's Confidential Information.

H. REPRESENTATIONS AND WARRANTIES: The Parties each represent and warrant as follows:

1. Each Party has full power, authority, and right to perform its obligations under the Agreement.
2. This Agreement is a legal, valid, and binding obligation of each Party, enforceable against it in accordance with its terms (except as may be limited by bankruptcy, insolvency, moratorium, or similar laws affecting creditors' rights generally and equitable remedies).
3. Entering into this Agreement will not violate the charter or bylaws of either Party or any material contract to which that Party is also a party or any law applicable to a Party.

I. RELATIONSHIP OF THE PARTIES; BENEFICIARIES: Nothing in this Agreement will be deemed to create an agency, employment, partnership, fiduciary or joint venture between the Parties. No Party (nor any agent or employee of that Party) shall make any representations or warranties or incur any liability on behalf of the other Party. There are no third-party beneficiaries of this Agreement.

J. MODIFICATIONS: No amendment, change, or modification of this Agreement shall be valid unless in writing and signed by both Parties.

K. ASSIGNMENT: This Agreement and the services contemplated hereunder are personal to Greater Sacramento and the Public Jurisdiction and neither Party shall have the right or ability to assign, transfer, or subcontract any rights or obligations under this Agreement without the advanced written consent of the other Party. This Agreement will be binding upon and inure to the benefit of the parties hereto, their successors, and assigns.

L. GOVERNING LAW: This Agreement shall be governed by the laws of the State of California.

M. COUNTERPARTS/ELECTRONIC SIGNATURES: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Agreement, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

- N. SEVERABILITY:** Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.
- O. ENTIRE AGREEMENT, WAIVERS, AND AMENDMENTS:** This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Public Jurisdiction or Greater Sacramento, and all amendments hereto must be in writing and signed by the appropriate authorities of the parties hereto.

[SIGNATURES ON FOLLOWING PAGE]

The Agreement is executed as follows:

I, _____, acknowledge that I am the _____ of _____, _____, and as such officer, being authorized so to do, execute the foregoing instrument for the purposes therein contained, by signing as such officer.

_____, _____

By: _____

Date: _____

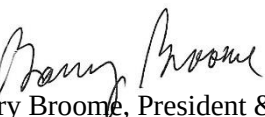
Attest:

Approved as to Form:

I, Barry Broome, acknowledge that I am the President & CEO of the Greater Sacramento Economic Council, a California nonprofit corporation, and as such officer, being authorized so to do, execute the foregoing instrument for the purposes therein contained, by signing as such officer.

GREATER SACRAMENTO ECONOMIC COUNCIL,
A California nonprofit corporation

By:



Date: July 10, 2020 _____

Barry Broome, President & Chief Executive Officer



COUNCIL COMMUNICATION

CC #: 0902

File #: 0214

Title: Local Agreement for Child Development Services
Contact: Kristi LaRoche 916-774-5962 klaroche@roseville.ca.us

Meeting Date: 8/5/2020

Item #: 7.21.

RECOMMENDATION TO COUNCIL

Recommend Council adopt a resolution authorizing the City Manager to sign the agreement for child development services between the City of Roseville and the California Department of Education. Under this agreement, the City of Roseville can receive a maximum reimbursable amount of \$435,655 in FY2020-21 to offset direct program expense.

BACKGROUND

Beginning in 1996 the City of Roseville's Adventure Club program began offering subsidized child care for qualifying families through this California Department of Education grant. Currently, grant funds provide child care services for over 70 children enrolled at Cirby, Kaseberg and Woodbridge Adventure Clubs. The California Department of Education has requested a resolution to authorize the City Manager to sign the contract documents for FY2020-21.

FISCAL IMPACT

Under this agreement, the City can receive a maximum reimbursement of \$435,655 in FY2020-21 to offset direct program expense. Reimbursement revenues are budgeted within the Youth Development 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 Child Development Services Agreement does not include the potential for a significant environmental effect, and therefore is not subject to CEQA. meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Kristi LaRoche, Parks, Recreation & Libraries Superintendent

Jill Geller, Parks, Recreation & Libraries Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 20-304

Local Agreement for Child Development Services

Federal Certification

RESOLUTION NO. 20-304

APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND THE CALIFORNIA DEPARTMENT OF EDUCATION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, since 1996 the City of Roseville's Adventure Club program began offering subsidized childcare for qualifying families through a California Department of Education grant; and

WHEREAS, the California Department of Education has requested a resolution to authorize the current City Manager to sign the contract documents for Fiscal Year 2020-21; and

WHEREAS, an Agreement to cover direct childcare expense by and between the City of Roseville and the California Department of Education, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Roseville authorizes entering into local agreement number CCTR-0169 and that the City Manager is authorized to execute it and all related forms 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

**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

F.Y. 20 - 21**LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES****DATE:** July 01, 2020**CONTRACT NUMBER:** CCTR-0169**PROGRAM TYPE:** GENERAL CHILD CARE &
DEV PROGRAMS**PROJECT NUMBER:** 31-02191-00-0**CONTRACTOR'S NAME:** CITY OF ROSEVILLE

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the terms and conditions of the CURRENT APPLICATION; the GENERAL TERMS AND CONDITIONS (GTC 04/2017)*; the GENERAL CHILD CARE AND DEVELOPMENT PROGRAM REQUIREMENTS*; and the FUNDING TERMS AND CONDITIONS (FT&C)*, which are by this reference made a part of this Agreement. Where the GTC 04/2017 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail.

Funding of this Agreement is contingent upon appropriation and availability of sufficient funds. This Agreement may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this Agreement.

The period of performance for this Agreement is July 01, 2020 through June 30, 2021. For satisfactory performance of the required services, the Contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$49.54 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$435,655.00.

SERVICE REQUIREMENTS

Minimum Child Days of Enrollment (CDE) Requirement	8,794.0
Minimum Days of Operation (MDO) Requirement	248

Any provision of this Agreement found to be in violation of Federal and State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this Agreement.

Items shown with an Asterisk (*), are hereby incorporated by this reference and made part of this Agreement as if attached hereto. These documents can be viewed at <https://www.cde.ca.gov/fg/aa/cd/ftc2020.asp>

STATE OF CALIFORNIA		CONTRACTOR	
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)	
PRINTED NAME OF PERSON SIGNING Jaymi Brown,		PRINTED NAME AND TITLE OF PERSON SIGNING Dominick Casey	
TITLE Contract Manager		ADDRESS 316 Vernon Street, Roseville CA 95678	
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 435,655	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE	
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) See Attached	Department of General Services use only	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 435,655	ITEM See Attached	CHAPTER	STATUTE
	OBJECT OF EXPENDITURE (CODE AND TITLE) 706	FISCAL YEAR	
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER See Attached		DATE	

CONTRACTOR'S NAME: CITY OF ROSEVILLE

CONTRACT NUMBER: CCTR-0169

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 103,460	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 FC# 93.596 13609-2191	PC# 000321		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 103,460	ITEM 30.10.020.001 6100-194-0890	CHAPTER B/A	STATUTE 2020	FISCAL YEAR 2020-2021
OBJECT OF EXPENDITURE (CODE AND TITLE) 706 SACS: Res-5025 Rev-8290				

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 47,560	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 FC# 93.575 15136-2191	PC# 000324		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 47,560	ITEM 30.10.020.001 6100-194-0890	CHAPTER B/A	STATUTE 2020	FISCAL YEAR 2020-2021
OBJECT OF EXPENDITURE (CODE AND TITLE) 706 SACS: Res-5025 Rev-8290				

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 284,635	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23254-2191			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 284,635	ITEM 30.10.020.001 6100-194-0001	CHAPTER B/A	STATUTE 2020	FISCAL YEAR 2020-2021
OBJECT OF EXPENDITURE (CODE AND TITLE) 706 SACS: Res-6105 Rev-8590				

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above	T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER	DATE	

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 45 CFR Part 93, "New restrictions on Lobbying," and 45 CFR Part 76, "Government-wide Debarment and Suspension (Non procurement) and Government-wide requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 45 CFR Part 93, for persons entering into a grant or cooperative agreement over \$100,000 as defined at 45 CFR Part 93, Sections 93.105 and 93.110, the applicant certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement:

(b) If any funds other than federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an employee of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with this instruction;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by executive Order 12549, Debarment and Suspension, and other responsibilities implemented at 45 CFR Part 76, for prospective participants in primary or a lower tier covered transactions, as defined at 45 CFR Part 76, Sections 76.105 and 76.110.

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The danger of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title,

to: Director, Grants, and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W., (Room 3124, GSA Regional Office Building No. 3), Washington, DC 20202-4571.

Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency:

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check [] if there are workplaces on file that are not identified here.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

a. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant, and

b. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants and contracts Service, U.S. department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No. 3) Washington, DC 20202-4571. Notice shall include the identification numbers(s) of each affected grant.

ENVIRONMENTAL TOBACCO SMOKE ACT

As required by the Pro-Children Act of 1994, (also known as Environmental Tobacco Smoke), and implemented at Public Law 103-277, Part C requires that:

The applicant certifies that smoking is not permitted in any portion of any indoor facility owned or leased or contracted and used routinely or regularly for the provision of health care services, day care, and education to children under the age of 18. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day. (The law does not apply to children's services provided in private residence, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for in-patient drug and alcohol treatment.)

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT (CONTRACTOR)	CONTRACT #
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE



COUNCIL COMMUNICATION

CC #: 0924
File #: 0704-01

Title: Park Site at Gibson Drive – Mutual Termination of Lease and Agreement for Temporary Right of Use of City-Owned Real Property
Contact: Tara Gee 916-774-5253 tgee@roseville.ca.us

Meeting Date: 8/5/2020
Item #: 7.22.

RECOMMENDATION TO COUNCIL

Staff recommends City Council take the following actions:

1. Adopt a resolution approving the mutual termination of Lease - Parking Lot at Gibson Park Site, and authorize the City Manager to execute it;
2. Adopt a resolution approving an Agreement for Temporary Right of Use of City-Owned Real Property with U.S. Alliance Holden of Roseville II, LLC, and authorize the City Manager to execute it;
3. Authorize staff to enter into negotiations with Roseville Shoppingtown, LLC for a new Joint Use Agreement for a portion of the existing parking lot at the Gibson park site.

BACKGROUND

Roseville Shoppingtown, LLC has had a long-term Lease for use at the park site at Gibson Drive. The primary use of the parcel is to accommodate staff parking during the holiday season thus allowing for more customer parking within the Galleria Shopping Mall parking lots. Roseville Shoppingtown's Lease includes the entire 10.9-acre site at a cost of \$5,000 a year and can be extended annually.

U.S. Alliance Holden of Roseville II, LLC is developing the Broadstone Senior Apartments and Holden Assisted Living/ Memory Care at the nearby Parcel 44 location and has requested use of approximately 40,000 square feet of the park site at Gibson for use as a sales area including improvements of asphalt pavement, trailers and guest parking. If approved, the term of the agreement will begin on August 17, 2020 and expire on December 31, 2021, with options to extend for two additional three-month terms. Rent by U.S. Alliance Holden will be paid in six-month increments at \$1,500 per payment, and \$750 for each optional three-month extension. Access will be from the existing driveway. Additional public benefit includes the asphalt pavement installed per City standards, which upon vacating the premises can save capital outlay costs for the City's future development of the site.

To refine Roseville Shoppingtown's agreement to focus on their actual area of use, staff seeks Council approval to terminate the existing Lease and authorize staff to enter into negotiations with Roseville Shoppingtown for a new Joint Use Agreement for approximately 151,000 square feet of the existing parking lot, and therefore will seek to adjust Roseville Shoppingtown's annual rent accordingly. Staff has approached Roseville Shoppingtown with these proposed changes and Roseville Shoppingtown has no objections. Staff will submit the new Roseville Shoppingtown agreement for Council approval under a separate action. If the Agreement for Temporary Right of Use of City-Owned Real Property with U.S. Alliance Holden of Roseville II, LLC is approved, work will commence immediately.

FISCAL IMPACT

Funding for the new parking lot improvements will be provided by U.S. Alliance Holden through the new agreement. There will be no General Fund impact, rather a public benefit through rent and capital improvements.

ENVIRONMENTAL REVIEW

Development and proposed use of the Gibson Park site (Parcel 56 of the North Central Roseville Specific Plan (NCRSP) was previously evaluated in the North Central Roseville Specific Plan EIR (May 31, 1990, SCH No. 88053010), and identified in the associated North Central Roseville Specific Plan. Development uses and construction of park infrastructure on Parcel 56 is found to be within the scope of the project covered by the NCRSP Final EIR. As discussed in the Specific Plan EIR, the EIR provides environmental analyses of community infrastructure and facilities, including parks, to the extent applicable. Because the project is consistent with the NCRSP Final EIR and Specific Plan, no new effects would be expected to occur and all applicable mitigation measures from the NCRSP EIR will be implemented during the design and uses proposed for the project site. Because the proposed project meets the requirements identified in Section 15183 of the State CEQA Guidelines, no additional CEQA review is required.

Respectfully Submitted,

Tara Gee, Park Planning & Development Superintendent

Jill Geller, Parks, Recreation & Libraries Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 20-323

Termination of Lease

Resolution No. 20-324

Alliance Use Agreement

Gibson Park Site-Exhibit A

Parcel 56 Trailers Site Plan

RESOLUTION NO. 20-323

APPROVING A MUTUAL TERMINATION OF LEASE, BY AND BETWEEN THE CITY OF ROSEVILLE AND ROSEVILLE SHOPPINGTOWN, LLC, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, the City of Roseville has leased to Roseville Shoppingtown, LLC, a portion of the Gibson Park Site, consisting of approximately 10.95 acres, located at 1099 Roseville Parkway (363-010-057) (the "Property") for use as a temporary parking lot for many years; and

WHEREAS, the current lease term expires on November 4, 2020; and

WHEREAS, the City and Roseville Shoppingtown, LLC now desire to mutually terminate the Lease, effective on the date of execution by both parties; and

WHEREAS, a Mutual Termination of Lease – Parking Lot at Gibson Park Site, by and between Roseville Shoppingtown, LLC and the City of Roseville, has been reviewed by City Council; and

THEREFORE BE IT RESOLVED by the City Council of the City of Roseville that the Mutual Termination of Lease – Parking Lot at Gibson Park Site is hereby approved and the City Manager, or his designee, is authorized to execute it.

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:

ATTEST:

MAYOR

City Clerk

July 20, 2020

Jeff Richardson
Senior General Manager
Westfield Galleria at Roseville
1173 Galleria Blvd.
Roseville, CA 95678

Re: Mutual Termination of Lease – Parking Lot at Gibson Park Site

Dear Jeff:

City of Roseville has leased to Roseville Shoppingtown, LLC a portion of the Gibson Park Site, consisting of approximately 10.95 acres, located at 1099 Roseville Parkway (363-010-057) (the "Property") for use as a temporary parking lot for many years. The current Lease term expires on November 4, 2020. The City and Roseville Shoppingtown, LLC now desire to mutually terminate the Lease, effective on the date of execution of this letter by both parties. The City will retain all rights to any improvements on the Property, including but not limited to the temporary parking lot.

The City plans to add a small phase of park improvements on the Property utilizing a portion of the temporary parking lot. Following termination of the Lease, the City and Roseville Shoppingtown, LLC will work to develop a new agreement for joint use of the temporary parking lot.

Sincerely,

Laura Matteoli
Economic Development Director
City of Roseville

Date

Acknowledged and Agreed:

Roseville Shoppingtown, LLC
By: _____
Its: _____

Date

RESOLUTION NO. 20-324

APPROVING AN AGREEMENT FOR TEMPORARY RIGHT OF USE OF CITY-OWNED REAL PROPERTY, BY AND BETWEEN THE CITY OF ROSEVILLE AND U.S. ALLIANCE HOLDEN OF ROSEVILLE II, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an Agreement for Temporary Right of Use of City-Owned Real Property for the property located at Gibson Park Site (NCRSP Parcel 66), by and between U.S. Alliance Holden of Roseville II, LLC and the City of Roseville, has been reviewed by City Council; and

THEREFORE BE IT RESOLVED by the City Council of the City of Roseville that the Agreement for Temporary Right of Use of City-Owned Real Property for the property located at Gibson Park Site (NCRSP Parcel 66) is hereby approved and the City Manager is authorized to execute it.

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 TEMPORARY RIGHT OF USE
OF CITY-OWNED REAL PROPERTY
Gibson Park Site (NCRSP Parcel 56)**

This Agreement for Temporary Right of Use of City-Owned Real Property ("Agreement") is made and entered into as of _____, 2020 by and between CITY OF ROSEVILLE, a municipal corporation ("City"), and US ALLIANCE HOLDEN OF ROSEVILLE II, LLC, a Delaware limited liability company ("Alliance"), who agree as follows:

ARTICLE 1. BACKGROUND; AGREEMENT; PREMISES.

1.01. Background. Alliance is the developer of real property located in the City of Roseville and commonly known North Central Roseville Specific Plan Parcel 44 (Assessor's Parcel Numbers 363-011-089 and 363-011-090) ("Parcel 44"), which is being developed as Broadstone Senior Apartments and Holden Assisted Living/ Memory Care (PL17-0132). City is the owner of nearby property, approximately 10.95 acres, which constitutes a portion of the future Gibson park site, commonly known as North Central Roseville Specific Plan Parcel 56 (Assessor's Parcel Number 363-011-042) ("Parcel 56"). The parties desire that Alliance have the use of an approximately 40,000 square foot portion of Parcel 56 to develop a parking lot and graded area for the purpose of temporarily locating sales trailers and parking spaces associated with the development of Parcel 44, pursuant to the terms and conditions set forth herein.

1.02. Premises. For and in consideration of the payment of rentals and the performance of all the covenants and conditions of this Agreement, City hereby rents to Alliance, and Alliance hereby rents from City, all that real property as shown on Exhibit "A" (the "Premises"), for the term and upon the covenants and conditions set forth in this Agreement. Access to the Premises shall be via the existing paved access from Gibson Drive. Alliance acknowledges and agrees that such access will be shared with an existing parking lot to the south of the Premises, also located on Parcel 56, which is currently utilized by the owner and developer of the Westfield Galleria at Roseville for overflow parking (the "Westfield Parking Lot"). This Agreement does not convey to Alliance any rights or interest in the Westfield Parking Lot.

1.03. Intent of the Parties. Alliance intends to construct on the Premises certain parking improvements and thereafter operate and maintain a parking lot (the "Parking Lot") to accommodate sales trailers and parking spaces associated with the development of Parcel 44. The Parking Lot and all other improvements installed on the Premises by Alliance may be referred to in this Agreement as the "Improvements."

1.04. Negation of Partnership. City shall not become or be deemed a partner or a joint venturer with Alliance by reason of the provisions of this Agreement.

ARTICLE 2. TERM.

2.01. Term. The term of this Agreement (the "Term") shall commence on August 10, 2020 (the "Commencement Date") and shall expire on December 31, 2021. Alliance may elect to

extend this Agreement for up to two (2) additional successive terms of three (3) months each, by giving City thirty (30) days written notice.

ARTICLE 3. RENT; OTHER PAYMENTS.

3.01. Rent. Alliance shall pay to City rent in the amount of three thousand dollars (\$3,000) annually ("Rent"), without deduction, set-off, prior notice, or demand. Rent shall be payable every six months in installments as follows: one thousand five hundred dollars (\$1,500) on or before August 1, 2020, one thousand five hundred dollars (\$1,500) on or before January 1, 2021, and one thousand five hundred dollars (\$1,500) on or before July 1, 2021. In the event that Alliance elects to extend this Agreement as permitted in Section 2.01, Alliance shall pay to City seven hundred fifty dollars (\$750) on or before January 1, 2022 for the first optional extension, and seven hundred fifty dollars (\$750) on or before April 1, 2022 for the second optional extension.

3.02. Rent to be Net. It is the intent of the City and Alliance that the rent provided for herein be net of all costs, expenses and obligations of every kind relating to Alliance's interest in the Premises, excepting any property taxes on the Premises, which shall be the sole responsibility of the City to the extent not otherwise exempt.

ARTICLE 4. USE; MAINTENANCE, UTILITIES.

4.01. Alliance's Use. Alliance shall use the Premises exclusively for the construction, maintenance and operation of the Parking Lot and related landscaping, if any, and for no other purpose. Alliance shall not use the Premises for paid public parking.

4.02. Restriction. Alliance shall not conduct or permit to be conducted any private or public nuisance on the Premises, nor conduct or permit any waste thereon. Alliance shall, at its expense, comply with all laws, ordinances and regulations applicable to the Premises and the business conducted thereon.

4.03. Land Use Restrictions. Alliance may not enter into agreements restricting use or granting easements over the Premises or obtain zoning changes or conditional use permits, without the prior written approval of City.

4.04. Management and Maintenance of the Premises. Throughout the Term, Alliance shall maintain, at its sole cost and expense, the Premises and all Improvements in accordance with Section 5.04, below, and this Section 4.04. Management and maintenance of the Premises shall include, without limitation, the following:

- a. Maintaining temporary security lighting.
- b. The Premises shall be used only for temporarily locating sales trailers and parking spaces associated with the development of Parcel 44.

c. Alliance shall assume sole responsibility for complying with all Storm Water Pollution Prevention (SWPPP) requirements, including plan approval, best management practices, routine inspections, and permit fees.

4.05. Utilities. Beginning on the Commencement Date, Alliance shall pay when due and shall hold City harmless from any liability for all charges for water, gas, sewage, electricity, trash collection, telephone and other utilities and services supplied to and used on the Premises.

ARTICLE 5. IMPROVEMENTS.

5.01. Improvements. From and after the Commencement Date, Alliance may rough grade and construct a parking lot, consisting of an asphalt pad with a finished two inch minimum asphalt concrete over four inch minimum compacted base rock and 95% compacted subgrade, on the Premises in accordance with the requirements of the City and any permits issued by the City. All improvements to the Premises, including but not limited to lighting, signs, parking lot striping, and all temporary improvements, shall be approved by the City. Alliance shall obtain a grading permit if greater than fifty (50) cubic yards of earthwork is undertaken on the Premises.

5.02. Pre-Construction Requirements. Before any work of construction, alteration or repair is commenced on the Premises, and before any building materials have been delivered to the Premises by Alliance or under Alliance's authority, Alliance shall comply with the following condition or procure City's written waiver of the condition:

A. Notice of Intent to Construct. Notify City of Alliance's intention to commence a work of improvement at least five days before commencement of any such work or delivery of any materials. City shall have the right to post and maintain on the Premises any notices of nonresponsibility provided for under applicable law, and to inspect the Premises in relation to the construction at all reasonable times.

5.03. Construction Requirements. Alliance shall pay or cause to be paid the total cost and expense of all works of improvement, as that phrase is defined in the Mechanics' Lien Law in effect in California when the work begins. No such payment shall be construed as Rent. Alliance shall not suffer or permit to be enforced against the Premises or any part of it any mechanic's, materialman's, contractor's or subcontractor's lien arising from any work of improvement, however it may arise. However, Alliance may in good faith and at Alliance's own expense contest the validity of any such asserted lien, claim, or demand, provided Alliance has furnished the bond required in California Civil Code Section 3143 (or any comparable statute hereafter enacted for providing a bond freeing the Premises from the effect of such a lien claim).

Alliance shall defend and indemnify City against all liability and loss of any type to the extent caused by Alliance's breach of this Section 5.03, together with reasonable attorneys' fees and all costs and expenses incurred by City in negotiating, settling, defending or otherwise protecting against such claims in the event of the breach by Alliance of the duty to defend or indemnify City.

5.04. Maintenance; Repairs. Throughout the Term, Alliance shall, at Alliance's sole cost and expense, maintain the Premises and all Improvements in substantially the same condition and repair as it existed at the commencement of the Term, ordinary wear and tear excepted, and in accordance with all applicable laws, rules, ordinances, orders and regulations of: (a) federal, state, county, municipal and other governmental agencies and bodies having or claiming jurisdiction and all their respective departments, bureaus and officials; (b) the insurance underwriting board or insurance inspection bureau having or claiming jurisdiction; and (c) all insurance companies insuring all or any part of the Premises or Improvements or both. The provisions of this Section 5.04 shall be in addition to the specific management and maintenance requirements set forth in Section 4.04.

5.05. Ownership of Improvements.

A. Ownership of Improvements. All Improvements constructed on the Premises by Alliance as permitted by this Agreement shall be owned by Alliance until expiration of the Term, and any optional extensions, or sooner termination of this Agreement. Alliance shall not, however, remove any Improvements from the Premises nor waste, destroy or modify any Improvements on the Premises, except as directed by City at the termination or expiration of this Agreement or as otherwise permitted by this Agreement. The parties covenant for themselves and all persons claiming under them that the Improvements are real property.

B. Alterations. Throughout the Term, Alliance shall have the right to alter the Parking Lot subject to Alliance's obligations under this Article 5.

C. Equipment, Chattel, Trade Fixtures. All articles of personal property, including all chattel and business and trade fixtures, machinery or equipment owned by Alliance, and which where installed by Alliance at Alliance's expense in the Premises, shall remain the property of Alliance, and may be removed at any time during the Term or upon termination of this Agreement. Alliance shall be responsible for the repair of any damage caused by such removal.

D. Ownership at Termination. All Improvements on the Premises at the expiration of the Term or sooner termination of this Agreement shall, without compensation to Alliance, then become City's property free and clear of all claims to the Improvements by Alliance.

ARTICLE 6. ENCUMBRANCE OF PREMISES.

6.01. No Right to Mortgage Premises. Alliance shall not mortgage or otherwise encumber Alliance's interest in the Premises without the prior express approval of City.

6.02. Encumbrances of City's Title. On the Commencement Date, City hereby acknowledges and agrees that the Premises shall be free and clear of all mortgage liens or any other encumbrance that may restrict the rights of Alliance to possess and use the Premises for the purposes set forth herein.

ARTICLE 7. ALLIANCE'S COVENANT REGARDING HAZARDOUS MATERIALS.

7.01. Compliance with Environmental Laws. Alliance shall, at all times and in all respects, comply with all federal, state and local laws, ordinances and regulations ("Hazardous Materials Laws") relating to industrial hygiene, environmental protection or the use, analysis, generation, manufacture, storage, disposal or transportation of any oil or other petroleum product, flammable explosives, asbestos, urea formaldehyde, radioactive materials or waste, or other hazardous, toxic, contaminated or polluting materials, substances or wastes, including, without limitation, any "hazardous substances," "hazardous wastes," "hazardous materials" or "toxic substances" under any such laws, ordinances or regulations (collectively, "Hazardous Materials").

ARTICLE 8. ASSIGNMENT

8.01. City's Written Consent Required for Assignment. Except as expressly permitted pursuant to this section, Alliance shall not, without the prior written consent of City, which shall not be unreasonably withheld, assign or hypothecate this Agreement or any interest herein. Any of the foregoing acts without such consent shall be void and shall constitute a default hereunder. As used in this Article 8, the word "assignment" shall be defined in the broadest possible terms so as to include every change in the beneficial ownership of Alliance, including, but not limited to, a change which, if Alliance's interest were a fee, would be a "change in ownership" under California real property taxation law, as well as any change in the persons or entities actually using any portion of the Premises.

ARTICLE 9. INSURANCE AND INDEMNITY.

9.01. Insurance. Alliance 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>
Commercial General Liability	\$1,000,000 each occurrence \$2,000,000 aggregate Personal Injury: \$1,000,000 each occurrence \$2,000,000 aggregate

A. Form. Alliance 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. Alliance shall also provide a separate endorsement form or section of the policy showing City, its officers, agents, employees and volunteers as additional insureds. Such insurance shall specifically cover the contractual liability of Alliance.

The additional insured coverage under the Alliance policy shall be primary and noncontributory, 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. Alliance shall provide ten (10) calendar 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. Alliance 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, Alliance shall require its subcontractors to agree to be bound to Alliance and City in the same manner and to the same extent as Alliance is bound to City under this Agreement. Additionally, Alliance 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. Alliance hereby agrees to waive subrogation which any insurer of Alliance may acquire from Alliance 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 Alliance, its employees, agents and subcontractors.

H. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Alliance 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.

9.02. Indemnification. To the fullest extent allowed by law, Alliance shall defend, indemnify, and save and hold harmless City, its officers, agents, and employees 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, to the extent caused by Alliance's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement (collectively "Losses"); provided, however, that such obligation to defend, indemnify and hold harmless City, its officers, agents, and employees shall not be applicable to the extent (a) any Losses arise from the mere discovery of an adverse condition on, in, under or about the Premises that was not caused or exacerbated by Alliance, or (b) caused by the acts, omissions, negligence or willful misconduct of the City or any of its employees, contractors, subcontractors, agents or representatives. The foregoing indemnification obligation shall survive the termination of this Agreement.. The parties intend that this provision shall be broadly construed.

Alliance'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.

ARTICLE 10. ALLIANCE DEFAULTS AND CITY'S REMEDIES.

10.01. Remedies. If Alliance shall at any time be in breach in the payment of rent or any other monetary sum called for by this Agreement for more than 10 days following written notice from City to Alliance, or if Alliance shall at any time be in breach in the keeping and performing of any of its other covenants or agreements herein contained, and should such other breach continue for 30 days after written notice thereof from City to Alliance specifying the particulars of such breach, or if such other breach is of a nature that curing such breach will take more than 30 days and Alliance has failed to commence such cure within such 30 days and to thereafter diligently pursue completion of such cure, then Alliance shall be in default under the Agreement, and in the event of such default and in addition to any or all other rights and remedies of City hereunder and by law provided, City shall have the option to terminate this Agreement by giving Alliance notice of termination. On the giving of the notice, all Alliance's rights in the Premises and in all Improvements shall terminate. Promptly after notice of termination, Alliance shall, at City's option, either: (1) surrender and vacate the Premises after returning the Premises to its original undeveloped condition by removing all Improvements; or (2) surrender and vacate the Premises and all Improvements in broom-clean condition; and City may re-enter and take possession of the Premises and all remaining Improvements and eject all parties in possession. Termination under this paragraph shall not relieve Alliance from the payment of any sum then due to City or from any claim for damages previously accrued or then accruing against Alliance.

10.02. Damages. Should City elect to terminate this Agreement under the provisions of Section 10.01, City shall be entitled to recover from Alliance as damages:

A. The worth, at the time of the award, of the unpaid Rent, if any, that had been earned at the time of termination of this Agreement;

B. The worth, at the time of the award, of the amount by which the unpaid rent that would have been earned after the date of termination of this Agreement until the time of award exceeds the amount of the loss of rent that Alliance proves could have been reasonably avoided; and

C. The worth, at the time of the award, of the amount by which the unpaid rent for the balance of the Term after the time of award exceeds the amount of the loss of rent that Alliance proves could have been reasonably avoided.

"The worth, at the time of the award," as used in A and B of this section, is to be computed by allowing interest at the maximum rate allowed by law. "The worth, at the time of the award," as referred to in C of this section, is to be computed by discounting the amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award, plus 1%.

ARTICLE 11. TERMINATION; EXPIRATION.

11.01. Alliance's Duty to Surrender. At the expiration or earlier termination of the Term, Alliance shall surrender to City the possession of the Premises. Surrender or removal of fixtures, trade fixtures and Improvements shall be as directed in provisions of the Agreement on ownership of Improvements at termination (Section 5.05(D)) and ownership of Equipment, Chattel, and Trade Fixtures (Section 5.05(C)). Alliance shall leave the surrendered Premises and any other property in a broom-clean condition except as provided to the contrary in provisions of the Agreement on maintenance and repair of Improvements. All property that Alliance is required to surrender shall become City's property at termination of the Agreement. All property that Alliance is not required to surrender but that Alliance does abandon shall, at City's election, become City's property at termination.

11.02. Holding Over. Alliance is prohibited from holding over the Premises after the expiration of the Term. In the event Alliance holds over after expiration, Alliance shall pay City a penalty of five-hundred dollars (\$500) per day that Alliance remains in possession of the Premises.

ARTICLE 12. SIGNS.

12.01. Alliance's Right to Signs. Alliance, at its cost, shall have the right to place, construct and maintain a sign on the Premises, with the design, composition and quality of the sign to be approved by City prior to construction of the sign.

12.02. Compliance with Laws. Any sign that Alliance has the right to place, construct and maintain shall comply with all laws, and Alliance shall obtain any approval required by such laws. City makes no representation with respect to Alliance's ability to obtain such approval.

ARTICLE 13. MISCELLANEOUS.

13.01. Notices.

A. Definition of Notice; Application of Provision. As used in this Agreement, notice includes but is not limited to the communication of notice, request, demand, direction, approval, statement, report, acceptance, consent, waiver and appointment. No notice of the exercise of any option or election is required unless the provision giving the election or option expressly requires notice. Unless the provisions of this Agreement on rent direct otherwise, rent shall be sent in the manner provided for giving notice.

B. Writing. All notices must be in writing.

C. Delivery. Notice is considered given either (1) when delivered in person to the recipient named as below, or (2) two days after deposit in the United States mail in a sealed envelope or container, either registered or certified mail, return receipt requested, postage and postal charges prepaid, addressed by name and address to the party or person intended as follows:

City: City of Roseville
Attention: City Manager
311 Vernon Street
Roseville, California 95678-9990

With a Copy to: City of Roseville
Attention: City Attorney
311 Vernon Street
Roseville, CA 95678-9990

Alliance: US Alliance Holden of Roseville II, LLC
Attention: Peter Solar
477 Pacific Avenue, Suite One
San Francisco, CA 94133

D. Change of Recipient or Address. Either party may, by notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a party or an officer or representative, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

13.02. General Provisions.

A. Time of Essence. Time is of the essence of each provision of this Agreement.

B. Consent of Parties. Whenever consent or approval of either party is required, that party shall not unreasonably withhold such consent or approval.

C. Successors. Subject to the restrictions set forth herein regarding assignment of this Agreement, each of the terms, covenants and conditions of this Agreement shall extend to and be binding on and shall inure to the benefit of not only City and Alliance but to each of their respective heirs, administrators, executors, successors and assigns.

D. Rent Payable in United States Money. Rent and all other sums payable under this Agreement must be paid in lawful money of the United States of America.

E. Exhibits. All exhibits to which reference is made in this Agreement are incorporated in the Agreement by the respective references to them, whether or not they are actually attached, provided they have been signed or initialed by the parties. Reference to "this Agreement" includes matters incorporated by reference.

13.03. Interpretation of Agreement.

A. California Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of California.

B. Integrated Agreement; Modification. This Agreement contains the entire agreement between the parties. No promise, representation, warranty or covenant not included in this Agreement has been or is relied on by either party unless in writing and dated of even date herewith. Each party has relied on his own examination of this Agreement, the counsel of his own advisors and the warranties, representations and covenants in the Agreement itself. The failure or refusal of either party to inspect the Premises, to read the Agreement or other documents or to obtain legal or other advice relevant to this transaction constitutes a waiver of any objection, contention or claim that might have been based on such reading, inspection or advice. This Agreement cannot be amended or modified except by a written agreement.

C. Provisions are Covenants and Conditions. All provisions, whether covenants or conditions, on the part of Alliance shall be deemed to be both covenants and conditions.

D. Joint and Several Obligations. "Party" shall mean City or Alliance; and if more than one person or entity is City or Alliance, the obligations imposed on that party shall be joint and several.

E. Severability. The unenforceability, invalidity or illegality of any provision shall not render the other provisions unenforceable, invalid or illegal.

13.04. Waiver. No waiver of any breach of any of the terms, covenants, agreement, restrictions or conditions of this Agreement shall be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions and conditions hereof.

13.05. Attorneys' Fees. In the event that any action is brought by either party hereto as against the other party hereto for the enforcement or declaration of any right or remedies in or under this Agreement or for the breach of any covenant or condition of this Agreement, then and in that event the prevailing party shall be entitled to recover, and the other party agrees to pay all fees and costs to be fixed by the court or arbitrator therein including, but not limited to, attorneys' fees.

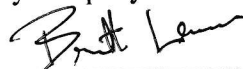
IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the _____ day of _____, 2020, and Alliance has caused this Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation

BY: _____
DOMINICK CASEY
City Manager

US ALLIANCE HOLDEN OF
ROSEVILLE II, LLC a Delaware limited
liability company

BY: HOLDEN OF ROSEVILLE II
ALLIANCE, LLC, a Delaware limited
liability company


BY: Peter Solar
ITS: Managing Member

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: 
JILL GELLER
Director of Parks, Recreation and Libraries

EXHIBIT A
DIAGRAM OF PREMISES

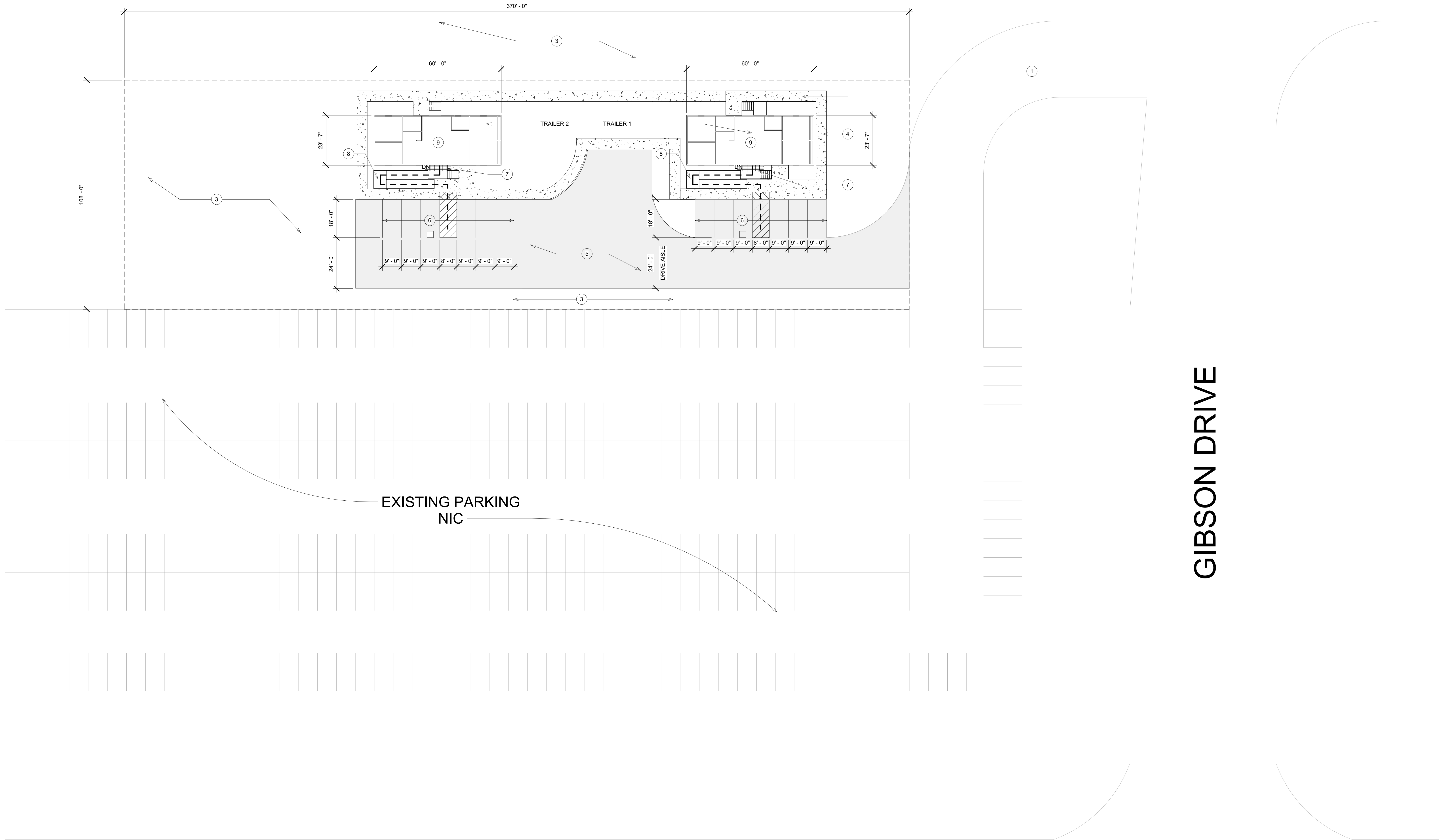


NCRSP Parcel 56 – Trailer Site 40,000 sf

Gibson Park Site (Exhibit A)



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5/28/2020 3:12:40 PM



ROSEVILLE PARKWAY

GIBSON DRIVE

- 1

EXISTING DRIVEWAY
- 2

EXISTING PARKING
- 3

EXISTING SOFTSCAPE
- 4

NEW CONCRETE SIDEWALK
- 5

NEW ASPHALT CONCRETE PAVEMENT
- 6

EXTENT OF OFF SITE PARKING
- 7

TRELLIS AT TRAILER ENTRANCE
- 8

PROPOSED STAIRS AND RAMP TO TRAILER ENTRANCE
- 9

PROPOSED 24' X 60' SALES OFFICE TRAILER WITH ACCESSIBLE RAMP
- PATH OF TRAVEL

SUBMITTALS		
#	DATE	DESCRIPTION



COUNCIL COMMUNICATION

CC #: 0910
File #: 0113-02

Title: Shelter-in-Place Project - Community Development Block Grant Agreement
Contact: Kristine Faelz 916-774-5451 kpfaelz@roseville.ca.us

Meeting Date: 8/5/2020
Item #: 7.23.

RECOMMENDATION TO COUNCIL

Staff requests that the City Council adopt a resolution to approve the subrecipient agreement between the City of Roseville and The Gathering Inn for \$60,000 of Community Development Block Grant (CDBG) CARES Act funding to pay for the Shelter-in-Place program due to the COVID-19 virus, and authorize the City Manager to execute it.

BACKGROUND

As an entitlement jurisdiction, the City of Roseville receives an annual allocation of Community Development Block Grant (CDBG) funds from the U.S. Department of Housing & Urban Development (HUD). On March 27, 2020 the Coronavirus Aid, Relief and Economic Security Act (CARES) was enacted by Congress to provide emergency assistance and health care response for individuals, families, and businesses affected by the COVID-19 pandemic. On April 2, 2020, HUD announced that the City of Roseville would receive \$417,412 of CARES Act CDBG funds, known as CDBG-CV.

CDBG-CV funds must be used for CDBG eligible activities that prevent, prepare for, or respond to the COVID-19 virus. The Gathering Inn proposed a Shelter-in-Place program at their facility on Berkeley Avenue, as well as an expansion of the program at St. John's Church to practice social distancing, in order to provide homeless individuals a permanent place to shelter during the COVID-19 pandemic. The Gathering Inn estimated it would cost \$30,000 per month to operate this new program. On May 20, 2020, Council approved an amendment to the 2019/20 CDBG Annual Action Plan to fund this program for two months. Approximately 98 homeless individuals were served between the two sites over a two-month period.

FISCAL IMPACT

The CDBG funding is provided as a federal grant to the City. These grants are used to offset potential costs to the General Fund and to serve the community. Funding for The Gathering Inn Shelter-in-Place program was approved with the adoption of the FY2019-20 CDBG Annual

Action Plan Amendment on May 20, 2020. This item does not impact the City's 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 execution of the subrecipient agreement with The Gathering Inn meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Kristine Faelz, Housing Analyst

Laura Matteoli, Economic Development Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 20-311

TGI Shelter in Place Agreement

RESOLUTION NO. 20-311

APPROVING A COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT, BY AND
BETWEEN THE CITY OF ROSEVILLE AND THE GATHERING INN, AND
AUTHORIZING THE CITY MANAGER TO EXECUTE THEM ON BEHALF OF
THE CITY OF ROSEVILLE

WHEREAS, a Community Development Block Grant Agreement for COVID-19 Shelter
In Place project, by and between the City of Roseville and The Gathering Inn, has been reviewed
by 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; and

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

**COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
FOR COVID-19 SHELTER IN PLACE PROJECT**

Grant No. B-19-MC-06-0043

CFDA 14.218

THIS AGREEMENT is made and entered into this ____ day of _____, 20__, by
and between the City of Roseville, a municipal corporation (“CITY”) and The Gathering Inn, a
California nonprofit corporation (“SUBRECIPIENT”).

W I T N E S S E T H:

WHEREAS, SUBRECIPIENT is a nonprofit corporation organized under the laws of the
State of California and qualifying for federal tax exempt status; and

WHEREAS, CITY has allocated Community Development Block Grant (CDBG) funds
for COVID-19 Shelter In Place project; and

WHEREAS, SUBRECIPIENT has submitted an Application for Community
Development Block Grant Funding Request for 2019-2020 for COVID-19 Shelter In Place
project; as identified on the application, which is dated May 11, 2020. A copy is attached hereto
as EXHIBIT “A” and incorporated herein by this reference; and

NOW, THEREFORE, the parties agree as follows:

1. Grant. CITY hereby authorizes a grant to SUBRECIPIENT in the amount NOT TO EXCEED sixty thousand dollars (\$60,000). The grant shall be payable on a reimbursement basis after execution of this Agreement.

2. Services. SUBRECIPIENT shall perform the services within the limitations of this Agreement as described in EXHIBIT “A” and as modified in EXHIBIT “A-1,” attached hereto and incorporated herein by this reference. These services shall be performed in a manner satisfactory to CITY’s Economic Development Director.

3. Term. This Agreement shall be for a period commencing on April 10, 2020, and ending on June 10, 2020.

4. Terms of Agreement Prevail. SUBRECIPIENT shall comply with all the terms and conditions of EXHIBIT “A,” EXHIBIT “A-1” and this Grant Agreement. In the event of any discrepancy between the terms of this Grant Agreement and those of EXHIBIT “A,” the terms of this Grant Agreement shall prevail. In the event of any discrepancy between the terms of EXHIBIT “A” and of EXHIBIT “A-1,” the terms of EXHIBIT “A-1” shall prevail.

5. Use of Funds. Use of funds allocated hereunder to SUBRECIPIENT shall be subject to the following express terms and conditions:

A. SUBRECIPIENT shall use all funds provided pursuant to this Agreement exclusively for performing the services detailed in EXHIBIT “A”, as modified by EXHIBIT “A-1” and the express terms of this Agreement, based on the details provided in EXHIBIT “A-2” Budget, attached hereto and incorporated herein by this reference.

B. No funds paid by CITY hereunder shall be used directly or indirectly by SUBRECIPIENT for any lobbying or political activity whatsoever.

C. SUBRECIPIENT shall use all moneys received pursuant to this Agreement in conformity with the applicable provisions of 24 CFR Part 570, issued by the United States Department of Housing and Urban Development (HUD) (Administrative Regulations for Community Block Grants) (provided to SUBRECIPIENT electronically) and the applicable provisions of 2 CFR Part 200: Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (provided to SUBRECIPIENT electronically), and with the Income Limits as set forth in EXHIBIT “B,” attached hereto and incorporated herein by this reference.

6. Funds to be Expended During Current Fiscal Year. The grant shall be payable only from the Community Development Block Grant fund. The grant is made only for the current fiscal year. All funds received by SUBRECIPIENT under this Agreement shall be spent prior to the end of the current fiscal year. All funds not spent within the current fiscal shall be returned to CITY within thirty (30) calendar days after the conclusion of the current fiscal year.

No other fund of CITY, including without limitation its general fund, shall be liable for any payment under this Grant Agreement, nor is the taxing power of CITY pledged in any manner.

7. SUBRECIPIENT as Independent Entity. SUBRECIPIENT and the agents or employees of SUBRECIPIENT shall act in an independent capacity and not as officers, employees or agents of CITY in performance of this Grant Agreement.

8. Termination.

A. Either party shall have the right to terminate this Agreement upon thirty (30) calendar days written notice thereof being served on the other party.

B. In the event that CITY receives communication from the federal government that funds available to CITY under the Community Development Block Grant Program are to be reduced or withdrawn by the federal government, CITY may at its option terminate this Agreement immediately.

C. If, through any cause, SUBRECIPIENT shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if SUBRECIPIENT shall violate any of the covenants, requirements or stipulations of this Agreement, CITY shall thereupon have the right to terminate this Agreement by giving at least five (5) calendar days written notice to SUBRECIPIENT of such termination, specifying the effective date of such termination. In such event, all finished or unfinished documents, data, studies, photographs, and reports prepared by the SUBRECIPIENT under this Agreement shall, at the option of CITY, become property of CITY and SUBRECIPIENT shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder to the date of termination. Notwithstanding the above, SUBRECIPIENT shall not be relieved of liability to CITY for damages sustained by CITY or others by virtue of any breach of this Agreement by SUBRECIPIENT. CITY may withhold any payment to SUBRECIPIENT for the purpose of set-off until such time as the exact amount of damages due CITY from SUBRECIPIENT is determined.

9. No Assignment. This Agreement is not assignable by SUBRECIPIENT either in whole or part, without the express written authorization of CITY.

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

11. All Terms to be in Writing. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral

understanding or agreement not incorporated herein shall be binding on either of the parties hereto.

12. Records.

A. SUBRECIPIENT shall maintain all necessary books and records, including property, personnel and financial records, in accordance with requirements prescribed by HUD or CITY with respect to all matters covered by this Agreement. Except as otherwise authorized by HUD, such records shall be maintained for a period of four (4) years after receipt of the final payment under this Agreement, or five (5) years after the resolution of any dispute regarding this Agreement, whichever is later.

B. SUBRECIPIENT shall document all expenditures under this Agreement with properly executed payroll, time records, invoices, contracts, vouchers, or other official documentation evidencing in appropriate detail the nature and propriety of the charges. All checks, payroll, invoices, contracts, vouchers, orders, or other documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

C. SUBRECIPIENT shall, at such time and in such forms as HUD or CITY may require, furnish HUD or CITY statements, records, reports, data and information pertaining to matters covered by this Agreement. SUBRECIPIENT shall file a Final Report no later than July 30, 2020. SUBRECIPIENT shall provide Final Report to CITY in the form and manner directed by CITY, and as may be described in EXHIBIT "A-1."

D. Upon request for examination by CITY, SUBRECIPIENT shall, at any time during normal business hours, make available all of its records with respect to all matters covered by this Agreement. SUBRECIPIENT shall permit CITY to audit, examine and make excerpts or transcripts from these records.

13. Allowability of Expenditures. SUBRECIPIENT shall accurately document each transaction to permit the determination, through an audit if requested by CITY, of the accuracy of the records and the allowability of expenditures charged to grant funds. If the allowability of an expenditure cannot be determined because records or documentation are inadequate, the questionable expenditure shall be disallowed. In such case, SUBRECIPIENT shall reimburse CITY the amount of any disallowed expenditure. Determination by CITY of the allowability of any expenditure shall be final.

14. Program income. Unless otherwise allowed by amendment of this Agreement, SUBRECIPIENT shall remit all program income received to CITY. SUBRECIPIENT shall remit program income to CITY not less than quarterly. Any program income on hand when this Agreement expires, or received after this Agreement's expiration, shall be remitted to CITY immediately and in full. Program income is gross income received by SUBRECIPIENT directly generated from the use of CDBG funds. Program income includes, but is not limited to, the following:

- Proceeds from the disposition by sale or long-term lease of real property purchased or improved with CDBG funds;
- Proceeds from the disposition of equipment purchased with CDBG funds;
- Gross income from the use or rental of real or personal property acquired by SUBRECIPIENT with CDBG funds, less costs incidental to generation of the income;
- Gross income from the use or rental of real property, owned by SUBRECIPIENT, that was constructed or improved with CDBG funds, less costs incidental to generation of the income;

- Payments of principal and interest on loans made using CDBG funds;
- Proceeds from the sale of loans made with CDBG funds;
- Proceeds from sale of obligations secured by loans made with CDBG funds;
- Interest earned on program income pending its remittance to CITY.

Program income does not include fundraising activities carried out by SUBRECIPIENT or proceeds from the disposition of real property acquired or improved with CDBG funds when the disposition occurs after the applicable time period specified in 20.D. below.

15. Conflict of Interest. No member, officer, or employee of SUBRECIPIENT or its designees or agents, who exercises any function or responsibility with respect to the program during his or her tenure, or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for activities performed in connection with the program assisted under this Agreement. SUBRECIPIENT shall incorporate, or cause to be incorporated, in all subcontracts a provision prohibiting such interest pursuant to the purposes of this Section.

16. Compliance with Governmental Regulations. SUBRECIPIENT shall, at its sole cost and expense, comply with all applicable municipal, county, state and federal requirements now in force, or which may hereafter be in force pertaining to any and all activities contemplated under this Agreement.

SUBRECIPIENT shall comply with any applicable provisions of 24 CFR 570, which is provided electronically with this Agreement and is available for review in the CITY's Housing Division Office. SUBRECIPIENT may access and obtain the most current version of the Code

of Federal Regulations from the US Government Printing Office at www.ecfr.gov and www.gpo.gov/fdsys/.

17. Fair Employment. SUBRECIPIENT shall comply with the provision of the Fair Employment and Housing Act (Government Code §12900, et seq.), the regulations promulgated thereunder (2 CCR §10000, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (§§11135-11139.5) and the regulations or standards adopted by the State of California to implement such article.

SUBRECIPIENT shall give advice of its obligation under this Agreement to labor organizations or contractors with which it has collective bargaining or other agreements. SUBRECIPIENT shall include nondiscrimination compliance provisions similar to those of this Agreement in all subcontracts to perform work under this Agreement.

18. Discrimination Prohibited. SUBRECIPIENT shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, color, religion, sex, national origin, ancestry, age or physical or mental disability, as more specifically set forth in Sections 570.602 and 570.601 of the aforesaid HUD Regulations. During the performance of this Agreement SUBRECIPIENT agrees as follows:

A. No person in the United States shall, on the grounds of race, color, religion, national origin, sex, age or disability be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

B. SUBRECIPIENT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age or physical or mental disability. SUBRECIPIENT shall take affirmative action to ensure that applicants are

employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, age or physical or mental disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

C. SUBRECIPIENT will in all solicitations or advertisements for employees placed by or on behalf of SUBRECIPIENT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, ancestry, age or physical or mental disability.

19. Uniform Administrative Requirements. This Agreement is subject to the requirements of 2 CFR Part 200: Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, a copy of which is being provided electronically with this contract and is available for review in CITY's Housing Division Office. SUBRECIPIENT may access and obtain the most current version of the Code of Federal Regulations from the US Government Printing Office at www.ecfr.gov and www.gpo.gov/fdsys/.

20. Property Ownership and Procurement.

A. In the event this Agreement is not fully performed to the satisfaction of CITY, any and all non-expendable furnishings, equipment or other personal property purchased pursuant to this Agreement and having a useful life or more than one (1) year and a purchase price of three hundred dollars (\$300) or more and not consumed in the performance of this

Agreement shall become the property of CITY. Such property shall be delivered to CITY upon written notification by CITY to SUBRECIPIENT.

B. The procurement of goods or services with CDBG funds is subject to the requirements of 2 CFR Part 200, including: §200.318 General procurement standards; §200.319 Competition; §200.320 Methods of procurement to be followed; §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms; §200.323 Contract cost and price; §200.325 Bonding requirement; and §200.326 Contract provisions. SUBRECIPIENT shall consult with and receive the approval of CITY prior to procuring goods or services to be purchased with CDBG funds.

C. Property acquired in whole or in part with funds provided pursuant to this Agreement shall be managed in accordance with the provisions of 2 CFR Part 200.

D. Upon termination of this Agreement, SUBRECIPIENT shall transfer to CITY any CDBG funds on hand at the time of termination and any accounts receivable attributable to the use of CDBG funds. If SUBRECIPIENT ceases to use any asset acquired with CDBG funds for the purpose described in this Agreement, SUBRECIPIENT shall either pay to CITY the fair market value of the asset or transfer control of the asset to CITY.

E. Any real property under SUBRECIPIENT's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to SUBRECIPIENT in the form of a loan) in excess of \$25,000 shall continue to meet one of the national objectives in 24 CFR 570.208 until five (5) years after expiration of this Agreement, or five (5) years after final payment is issued under this Agreement, whichever is later. CITY may establish a longer period of time, as determined to be appropriate. In the event that the use of the acquired or improved real property does not meet one of the national objectives,

SUBRECIPIENT shall pay to CITY an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. No payment will be required after the period of time specified herein.

21. Environmental impact mitigation measures. The use of CDBG funds is subject to the National Environmental Protection Act (NEPA) as implemented by HUD at 24 CFR 58. Should CITY determine as the result of its review as the Responsible Entity that measures are required to mitigate the environmental impact of actions assisted in whole or in part under this Agreement, CITY shall inform SUBRECIPIENT of such mitigation measures and SUBRECIPIENT shall comply with said measures as a condition of receiving funds. Failure to comply shall be cause for termination of this Agreement and recapture of all funds provided under this Agreement.

22. Indemnification. To the fullest extent allowed by law, SUBRECIPIENT 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 SUBRECIPIENT'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.

SUBRECIPIENT'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.

23. Insurance. SUBRECIPIENT 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>
Commercial General Liability	\$1,000,000 each occurrence \$2,000,000 aggregate Personal Injury: \$1,000,000 each occurrence \$2,000,000 aggregate

A. Form. SUBRECIPIENT 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. SUBRECIPIENT shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds. Such insurance shall specifically cover the contractual liability of SUBRECIPIENT. The additional insured coverage under the SUBRECIPIENT policy shall be primary and noncontributory, 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. SUBRECIPIENT shall provide ten (10) calendar 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. SUBRECIPIENT 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, SUBRECIPIENT shall require its subcontractors to agree to be bound to SUBRECIPIENT and CITY in the same manner and to the same extent as SUBRECIPIENT is bound to CITY under this Agreement. Additionally, SUBRECIPIENT 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. SUBRECIPIENT hereby agrees to waive subrogation which any insurer of SUBRECIPIENT may acquire from SUBRECIPIENT 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 SUBRECIPIENT, its employees, agents and subcontractors.

H. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve SUBRECIPIENT 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.

24. Notice. Any notice required by this Agreement shall be delivered or sent by first class mail, United States postage prepaid, addressed as follows:

<u>CITY</u>	<u>SUBRECIPIENT</u>
Trisha Isom Housing Manager 316 Vernon Street, # 150 Roseville, CA 95678 (916) 774-5446	Lisa Trask, Chief Financial Officer The Gathering Inn 201 Berkeley Avenue Roseville, CA 95678 (916) 791-9355

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

25. No Waiver of Breach. No waiver of any breach of this Agreement by CITY shall be held to be a waiver of any other or subsequent breach.

26. 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.

27. 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.

28. 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 SUBRECIPIENT 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: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: Laura Matteoli
LAURA MATTEOLI
Economic Development Director

THE GATHERING INN, a
California nonprofit corporation

BY: Tim Bell
its: PRESIDENT

and

BY: Cheryl R. Hays
its: Secretary

EXHIBIT LIST:

EXHIBIT “A”	CDBG Funding Application
EXHIBIT “A-1”	Scope of Services
EXHIBIT “A-2”	Budget
EXHIBIT “B”	Income Limits for CDBG Program

EXHIBIT “A”



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City of Roseville

Housing Division

2020-2021 CDBG Supplemental Funding Application

Deadline: 5/12/2020

The Gathering Inn COVID-19 Shelter In Place

Jump to: [Pre-Application Questionnaire](#) [Funding Application](#) [Program/Project Budget](#) [Tables](#) [Documents](#)

USD\$ 57,938.00 Requested

USD\$ 57,938 Total cost of the program or project

Submitted: 5/11/2020 5:31:53 PM (Pacific)

Project Contact

Lisa Trask

lisa@thegatheringinn.com

Tel: 916-791-9355

Additional Contacts

none entered

The Gathering Inn

PO Box 297
201 Berkeley Ave
Roseville, CA 95678
United States

CEO

Keith Diederich

keith@thegatheringinn.com

Telephone 916-791-9355

Fax 916-791-1916

Web www.thegatheringinn.com

EIN 84-1657746

DUNS 189981918

SAM 1/30/2019

Expires

Pre-Application Questionnaire [top](#)

Primary Applicant

1. Which type of applicant entity are you?

Select one.

- ☒ Non-profit (501c3/c4)
- ☐ Public agency
- ☐ Multi-agency Collaborative – Non-profit
- ☐ Multi-agency Collaborative – Non-profit/Public Agency
- ☐ Other:

2. Have you received any grant funding from the City of Roseville before?

- ☒ Yes
- ☐ No

3. Which grant types has your agency received before?

Check all that apply. From any source or agency.

- ☒ CDBG
- ☒ REACH/Citizen's Benefit Fund
- ☒ Homeless Prevention and Rapid Re-Housing
- ☐ Other homeless funds (McKinney-Vento or other)
- ☐ Other:

- ☐ No prior funding

Application Summary Description

4. Briefly describe the proposed program or project.

This funding would provide for a 2nd shelter site for our South Placer facility so we are able to engage in social distancing for our guests.

Co-Applicant/Collaborating Agency

5. If this is a collaborative application, how many agencies are involved?

Tick "0" if this is *not* a collaborative application.

- ☒ 0
- ☐ 1
- ☐ 2
- ☐ 3
- ☐ 4
- ☐ 5
- ☐ 6
- ☐ more than 6

6. List the collaborating agencies (Enter "none" if none.)

Enter agency name and DUNS# if assigned

None.

7. Which funding source are you requesting?

Select one

- ☒ CDBG

8. Indicate the type of activity. You may select only one.

You may submit more than one application. You may submit applications for more than one activity type. If you are not sure which category to select, please consult City staff.

- ☐ Public Facilities
- ☐ Housing (not including shelter or transitional housing)
- ☒ Economic Development

Funding Application [top](#)

Some answers will not be presented because they are not part of the selected group of questions based on the answer to #1.

1. Indicate the type of activity. You may select only one. (BRANCHING CRITERIA)

You may submit more than one application. You may submit applications for more than one activity type. If you are not sure which category to select, please consult City staff. Your selection will determine the questions you are required to complete.

- ☐ Public Facilities
- ☐ Housing (not including shelter or transitional housing for homeless persons)
- ☒ Economic Development

2. Describe the program or project.

What is the service you will provide or the project you will complete? How will it happen and when? What will be the result? Who will benefit and how? What are the goals and objectives?

This funding is being requested for the specific COVID-19 related need of temporarily opening a 2nd shelter site in South Placer (Roseville). TGI has been asked by both the City of Roseville and Placer County to open a 2nd temporary shelter site at both our South Placer & Mid Placer locations to be able to adhere to CDC homeless shelter guidelines surrounding appropriate social distancing. This is not possible in our current nomadic model in South Placer or our existing fixed shelter facility in Mid Placer. The 2nd temporary South Placer site would operate from April 10 – June 10, 2020 with this funding. The

goal of this 2nd site is to reduce or eliminate potential heightened risk for contracting or passing along the disease to and from guests in our program by allowing for enhanced social distancing protocols. The costs associated with this request are strictly related to the 2nd site's operation only and do not duplicate existing costs or funding. These costs are only for additional staffing and food required due to the 2nd site.

3. Location(s) where services will be provided or project will be completed.

Include administrative offices if services will also be provided there or from there. Provide street address, city, and ZIP code. These services will be provided at our existing 201 Berkeley Avenue, Roseville site and at St. John's Episcopal Church. Half our nightly guests will stay on-site at 201 Berkeley Avenue and half will be transported to St. John's at 2351 Pleasant Grove Blvd., Roseville, CA 95747.

4. What is the program's/project's current status?

Is it still being planned? Is it underway? Is it ready to receive funding? Is the program or project seasonal? What will need to be done before the program or project can start?

Second site will begin operating on April 10, 2020 and will continue until June 10, 2020.

5. When will the program or project begin?

If underway as of application, enter "underway."

April 10, 2020

6. When will the program or project be completed?

Services must be completed no later than June 30 of the award fiscal year.

June 10, 2020

7. What are the specific costs to be funded with this request?

Identify the types of costs and amounts. Salary, and for whom? Materials, what type and quantity? Equipment, specifications? How will funding these costs meet the goals and objectives described in this request?

Monitor staff salaries for 2nd site, meals, associated payroll tax, benefits, etc.

8. If this is a collaborative application, describe the collaboration being utilized for the proposed program or project.

Explain how the collaboration improves the provision of services or the competition of the proposed program or project. Attach co-applicant commitment letters to your application to document the collaboration.

N/A

9. Describe your other collaboration with other agencies, including non-profit and public agencies.

Do you participate in the local Continuum of Care (CoC) and/or coordinated entry efforts? Do you provide/accept referrals? Do you participate in other coordinating bodies or work with service/business/government organizations?

On file.

10. Describe your use of volunteers.

How do volunteers contribute to your efforts overall and to this program or project specifically?

On file.

11. Describe your history and experience providing services to the community.

Be sure to include the number of years in operation and summary of major accomplishments.

On file.

12. Describe your experience with this type of program or project.

If this is a new program or project, your experience with similar programs and projects. If this addresses homelessness, what is your knowledge of issues and needs specific to homeless persons, including families and those at risk of homelessness?

On file.

13. Identify staff who will implement and manage the program or project.

Include their experience administering the activity or similar type of activities. If this is a collaborative effort, note the agency for each staff person. Attach resumes and job descriptions or duty statements.

On file.

14. Describe your service area. This funding is intended to benefit City of Roseville residents.

If you serve an area less than the entire city, explain. If you serve an area larger than the city, how will you identify costs to serve Roseville residents? How will you assure Roseville residents are referred by outside agencies?

Placer County residents, specifically Roseville.

15. List all City of Roseville funding received within the last three (3) years including funding amount and status.

List as follows: PROGRAM/PROJECT NAME, SOURCE/TYPE, AWARD AMOUNT, AWARD DATE, EXPENDED AMOUNT, STATUS (planned, underway, complete, or canceled)

On file.

16. Should the City award less than you have requested, how will this impact the program or project?

Will you accept a lesser amount? Will goals be reduced? Will the program or project not be feasible?

Not feasible to operate 2nd location without this funding.

17. Explain how this program or project offers something different from what other agencies may offer, or are currently offering.

Do you coordinate with other agencies to leverage and avoid duplication? What makes you different? Are services targeted to a unique population? Are you uniquely positioned to serve a community because of location, relationships, or staff skills?

Please see response to answer #2.

18. These funds must be used to benefit low and moderate income persons. You must also collect and report demographic information on persons served. Describe your methods for documenting eligibility for services and collecting demographics.

If you are targeting a low-income area, please describe the area and how you determined it is low-income. If you are serving a population that is presumed to be low-income, please describe. Describe the tools you use to report on persons served.

On file.

19. Are you currently participating in and using HMIS? Are you part of coordinated entry?

-answer not presented because of the answer to #1-

20. How many unduplicated persons are you projecting to serve THIS year (Jul-Jun)? How many of those will be Roseville residents?

If not underway, enter 0. Ignore the automatic total under the table you will see in preview and print.

100	Total unduplicated persons
85	Roseville unduplicated persons
185.00	TOTAL

21. How many unduplicated persons are you projecting to serve NEXT year (Jul-Jun) should you receive this award? How many of those will be Roseville residents?

Ignore the automatic total under the table you will see in preview and print.

0	Total unduplicated persons
0	Roseville unduplicated persons
0.00	TOTAL

22. What is your total cost to serve each unduplicated person? Amount funded by this grant?

Ignore the automatic total under the table you will see in preview and print.

0	Total cost/person (\$)
0	Cost/person funded by this grant (\$)
0.00	TOTAL

23. Describe the primary unit of service you will provide.

You will propose numbers in the following question. Examples include: meals, homes repaired, hours of service provided, shelter nights.

2nd temporary site bed nights

24. How many units of service (above) do you propose to provide? How many can be attributed to the funding requested?

1500	Total units
1500	Units attributed to funding requested
3,000.00	TOTAL

25. This request will ...

-answer not presented because of the answer to #1-

26. Describe all planning/predevelopment steps that have been completed to date. (Public Facilities and Housing)

-answer not presented because of the answer to #1-

27. Is this project a multi-phased activity? (Public Facilities and Housing)

-answer not presented because of the answer to #1-

28. Is this a new program/service, or an expansion or continuation of an existing program/service?

- ☐ New
☒ Expansion
☐ Continuation

29. Enter the number of full-time and part-time jobs that will be created or retained. (ECONOMIC DEVELOPMENT)

Enter number of full-time equivalents (FTE). Enter "0" if none.

Full-time jobs created (FTE)

Part-time jobs created (FTE)

Full-time jobs retained (FTE)

Part-time jobs retained (FTE)

TOTAL

30. Enter the number of full-time and part-time jobs that will be created or retained FOR LOW-INCOME PERSONS. (ECONOMIC DEVELOPMENT)

Enter number of full-time equivalents (FTE). Enter "0" if none.

Full-time jobs created (FTE)

Part-time jobs created (FTE)

Full-time jobs retained (FTE)

Part-time jobs retained (FTE)

TOTAL

31. Provide any additional information in the space below that you would like to be considered for this proposal.

If none, enter "none."

On file.

32. Have you completed the budget tab?

☒ Yes

33. Have you uploaded all required documents?

☒ Yes

Program/Project Budget [top](#)

Revenue/Sources	Prior (Actual)	Current (Budgeted)	Proposed
City of Roseville (this request)		USD\$ 57,938.00	USD\$ 57,938.00
On file			
Total	USD\$ 0.00	USD\$ 57,938.00	USD\$ 57,938.00

Expenses/Uses	Prior (Actual)	Current (Budgeted)	Proposed
Salaries - On file			
Benefits			
Materials			
Equipment			
Rent			
Utilities			
Total	USD\$ 0.00	USD\$ 0.00	USD\$ 0.00

Current less Prior	USD\$ 57,938.00
Change from Prior (Actual) to Current (Budgeted)	

USD\$ 0.00

Program/Project Budget Narrative

Tables [top](#)

Name	Title/Position	Billling Period	Hours	Rate	Billed
					\$
					\$
					\$
					\$
					\$
					\$
					\$
					\$
					\$
					\$
					\$
					\$
					\$
					\$
					\$
					\$
					\$
					\$
					\$
					\$
Total	0	0	0	0	\$0

Documents [top](#)Required? **Attached Documents ***

Agency Adopted Budget for current year	✓	Budget
Program/Project Proposed Budget download template	✓	Project Budget
Current Organizational Chart	✓	Org
Authorized Signatory Page download template	✓	Authorized Signatory
Collaborator Commitment Letter(s)		
Award Letter(s)		
Other documents		

Application ID: 193796

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EXHIBIT “A-1”

SCOPE OF SERVICES

Agency Name:	The Gathering Inn
Program Title:	COVID-19 Shelter in Place
Amount of Request:	\$57,938
Amount of Award:	NTE \$60,000
Number/type of annually unduplicated Persons/Households to Be Assisted:	100 homeless persons
Units of service:	1,500 second temporary site bed nights
Target date to complete:	06/30/2020
Location:	Main site: 201 Berkeley Avenue, Roseville, CA 95678 2 nd site: 2351 Pleasant Grove Blvd., Roseville, CA 95747
Eligible Activity:	§570.201 (e) Public services 03T – Homeless programs
National Objective:	§570.208 (a) (2) LMC Low/mod limited clientele benefit

Description of Eligible Activities funded by Grant: The shelter provides on-site services 365 days a year to address the needs of the homeless population in Roseville. Funding for this project is specific to COVID-19 and the related need for a temporary second shelter site in Roseville. The second site allows for the adherence of the CDC's guidelines by permitting the guests of the shelter to follow appropriate social distancing requirements. The second temporary South Placer site would operate from April 10 to June 10, 2020 with this funding. The goal of this second site is to reduce or eliminate potential heightened risk for contracting or passing along the disease to and from guests in by allowing for enhanced social distancing protocols. The costs associated with this request are strictly related to the second site's operation only and do not duplicate existing costs or funding. These costs are only for additional staffing and food required due to the second site.

These services will be provided at the existing 201 Berkeley Avenue, Roseville site and at St. John's Episcopal Church. Half of the nightly guests will stay on-site at 201 Berkeley Avenue and half will be transported to St. John's at 2351 Pleasant Grove Blvd., Roseville, CA 95747.

The specific cost to be funded is monitor staff salaries for the second site, including payroll tax, workers compensation insurance, and benefits. Funding also includes the cost of meals for the guests sheltering at the second site.

Reporting: Subrecipient will complete one final report using ZoomGrants. Report will be due by the end of the month following the completion of the quarter.

In addition, Subrecipient will report the number of shelter nights provided and the dates services were provided. This reporting will be provided with the reimbursement request as a condition of reimbursement.

Documentation of Eligibility: This activity is eligible for CDBG funding as a public service that serves homeless persons. The Subrecipient must collect documentation that shows all persons served are homeless. The Subrecipient must also collect information on the race, ethnicity, and age of those served.

Use of Funds: CDBG funds may only be used to reimburse the Subrecipient for those costs shown in EXHIBIT "A-2." All costs must be directly related to the provision of services. Reimbursement request must be supported with appropriate documentation. For example, labor costs must be supported with timesheets.

Timely Performance and Expenditure: Progress towards meeting goals for persons served, units of service, and funds expended will follow the schedule shown in EXHIBIT "A-2." Reimbursement requests will be submitted by the end of the month following the completion of the quarter for all expenses within the quarter.

EXHIBIT “A-2”

City of Roseville

2019-2020 CDBG-CV

Subrecipient:

The Gathering Inn

Program/project:

COVID-19 Shelter in Place

Award:

\$ 57,938.00 (NTE \$60,000)

Project:

Project #12 - CARES Act Project

Activity:

Line item description of cost	Total program	CDBG	Other funds
-------------------------------	---------------	------	-------------

Monitor staff salaries	\$ 39,938.00	39,938.00	-
Meals	\$ 18,000.00	18,000.00	-

Total	\$ 57,938.00	\$ 57,938.00	\$ -
--------------	---------------------	---------------------	-------------

Balance of CDBG award (should = 0)

-

Percent expended			100.0%
Beneficiaries planned/actual/percent	100	100	100.0%
Service units planned/actual/percent	1,500	1500	100.0%

Balance	Total	April 10 - May 10	May 11 - June 10
---------	-------	-------------------	------------------

-	(39,938.00)	(19,969.00)	(19,969.00)
-	(18,000.00)	(9,000.00)	(9,000.00)
-	-		
-	-		
-	-		
-	-		
-	-		
-	-		
-	-		
-	-		
-	-		
-	-		
-	-		
-	-		

-	(57,938.00)	(28,969.00)	(28,969.00)
---	-------------	-------------	-------------

-

-

0	100	50	50
0	1500	750	750

EXHIBIT “B”



FY 2019 Income Limits Documentation System

[HUD.gov](#) [HUD User Home](#) [Data Sets](#) [Fair Market Rents](#) [Section 8 Income Limits](#) [MTSP Income Limits](#) [HUD LIHTC Database](#)

FY 2019 Income Limits Summary

Selecting any of the buttons labeled "Explanation" will display detailed calculation steps for each of the various parameters.

FY 2019 Income Limit Area	Median Family Income Explanation	FY 2019 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Sacramento--Roseville--Arden-Arcade, CA HUD Metro FMR Area	\$83,600	Very Low (50%) Income Limits (\$) Explanation	29,300	33,450	37,650	41,800	45,150	48,500	51,850	55,200
		Extremely Low Income Limits (\$)* Explanation	17,600	20,100	22,600	25,750	30,170	34,590	39,010	43,430
		Low (80%) Income Limits (\$) Explanation	46,850	53,550	60,250	66,900	72,300	77,650	83,000	88,350

NOTE: Placer County is part of the **Sacramento--Roseville--Arden-Arcade, CA HUD Metro FMR Area**, so all information presented here applies to all of the **Sacramento--Roseville--Arden-Arcade, CA HUD Metro FMR Area**. HUD generally uses the Office of Management and Budget (OMB) area definitions in the calculation of income limit program parameters. However, to ensure that program parameters do not vary significantly due to area definition changes, HUD has used custom geographic definitions for the **Sacramento--Roseville--Arden-Arcade, CA HUD Metro FMR Area**.

The **Sacramento--Roseville--Arden-Arcade, CA HUD Metro FMR Area** contains the following areas: El Dorado County, CA; Placer County, CA; and Sacramento County, CA.

* The FY 2014 Consolidated Appropriations Act changed the definition of extremely low-income to be the greater of 30/50ths (60 percent) of the Section 8 very low-income limit or the poverty guideline as [established by the Department of Health and Human Services \(HHS\)](#), provided that this amount is not greater than the Section 8 50% very low-income limit. Consequently, the extremely low income limits may equal the very low (50%) income limits.

Income Limit areas are based on FY 2019 Fair Market Rent (FMR) areas. For information on FMRs, please see our associated FY 2019 [Fair Market Rent documentation system](#).

For last year's Median Family Income and Income Limits, please see here:

FY2018 Median Family Income and Income Limits for Sacramento--Roseville--Arden-Arcade, CA HUD Metro FMR Area

Select a different county or county equivalent in California:

Mono County

Monterey County

Napa County

Nevada County

Orange County

Placer County

Select county or county equivalent

Select any FY2019 HUD Metropolitan FMR Area's Income Limits:

Sacramento--Roseville--Arden-Arcade, CA HUD Metro FMR Area

Select HMFA Income Limits Area

Or press below to start over and select a different state:

Select a new state

Update URL For bookmarking or E-Mailing



COUNCIL COMMUNICATION

CC #: 0903
File #: 0800-04

Title: Local Road Safety Plan - Professional Services Agreement
Contact: Jana Cervantes 916-774-5498 jcervantes@roseville.ca.us

Meeting Date: 8/5/2020
Item #: 7.24.

RECOMMENDATION TO COUNCIL

Staff recommends the City Council adopt a resolution to approve a professional services agreement with Kimley-Horn and Associates, Inc. to develop a Local Road Safety Plan for the City of Roseville, and authorize the City Manager to execute it.

BACKGROUND

Staff was recently successful in securing \$72,000 in grant funding for the development of a Local Road Safety Plan (LRSP) for the City of Roseville through the Highway Safety Improvement Program (HSIP).

At their March 18, 2020 meeting, Council approved a resolution authorizing the City Manager to execute a supplemental agreement with the California Department of Transportation to accept the grant funding.

The development of an LRSP will provide the framework for local stakeholders to identify, analyze, and prioritize roadway safety improvements within the City. The plan will identify goals, objectives, and strategies to reduce collisions while focusing most importantly on reducing serious injury and fatal collisions. In addition, development of an LRSP will be a requirement for some future State and Federal grant applications staff may want to pursue for various transportation projects in the future.

A request for proposals for engineering services to develop an LRSP was advertised in April. A total of 5 proposals were received in response. The proposals were reviewed by a panel consisting of Engineering Division and Police Department staff, and Kimley-Horn and Associates, Inc. was selected based on their thorough understanding of the project and the experience of their proposed staff.

The not-to-exceed fee for Kimley-Horn and Associates, Inc. to perform this work in accordance with their proposal is \$79,882.29.

FISCAL IMPACT

This professional services agreement will be funded by the state grant funding and Highway User Tax Funds (gas tax). No General Fund resources will be used for this project.

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. A professional services agreement for a Local Road Safety Plan meets the above criteria and is not subject to CEQA. No additional environmental review is required

Respectfully Submitted,

Jana Cervantes, Senior Engineer

Jason Shykowski, Public Works Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 20-305

Professional Services Agreement

RESOLUTION NO. 20-305

APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE
CITY OF ROSEVILLE AND KIMLEY-HORN AND ASSOCIATES, INC., AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF
THE CITY OF ROSEVILLE

WHEREAS, a professional services agreement for a Local Road Safety Plan, by and
between the City of Roseville and Kimley-Horn and Associates, Inc., 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

PROFESSIONAL SERVICES AGREEMENT

Local Road Safety Plan

THIS AGREEMENT is made and entered into this ____ day of _____, 20____, by and between the City of Roseville, a municipal corporation (“CITY”), and Kimley-Horn and Associates, Inc., a North Carolina corporation (“CONSULTANT”); and

W I T N E S S E T H:

WHEREAS, CITY desires professional services consisting of a local road safety plan for the City of Roseville; and

WHEREAS, CONSULTANT has prepared a proposal dated May 22, 2020, 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 seventy-nine thousand, eight hundred eighty-two dollars and twenty-nine cents (\$79,882.29).

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 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.

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.

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.

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. Agreement is made in anticipation of conditions permitting continuous and orderly progress through completion of services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the consultant does not control. Consultant shall not have liability for any delays, expenses, losses, damages or be deemed in breach which are caused by any factor outside of its reasonable control, including but not limited to natural disasters, epidemics, adverse weather, or acts of the City, third parties, or governmental agencies.

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. 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.

10. 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.

11. Independent Contractor. CONSULTANT 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.

12. 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.

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

14. 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.

15. 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.

16. 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.

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

18. 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.

19. 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

CONSULTANT

Jana Cervantes, Senior Engineer
311 Vernon Street
Roseville, CA 95678

Molly O'Brien, Project Manager
555 Capitol Mall, Suite 300
Sacramento, CA 95814

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

20. 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

KIMLEY-HORN AND ASSOCIATES,
INC., a North Carolina corporation

BY: _____
DOMINICK CASEY
City Manager

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

BY: 
its: Vice President
and 
BY: _____
its:  Assistant Secretary

[SIGNATURES ON FOLLOWING PAGE]

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
JASON SHYKOWSKI
Public Works Director

EXHIBIT “A”

E. Project Plan

1.0 Develop Plan Goals

Kimley-Horn will work with City staff and the project team to formalize the goals and objectives of the LRSP, with a focus on promoting safe, equitable, and multimodal mobility opportunities in Roseville. We will also work to determine the ongoing process for identifying and analyzing high collision locations.

Task 1 Deliverables: Summary of Plan Goals; Process for identifying and analyzing high collision locations.

2.0 Establish Stakeholders

Kimley-Horn will work with City staff to identify members of a working group that will participate in project decision-making and provide input into priority areas. Working group members will cover a variety of interests and knowledge areas to help in the development of a balanced and representative plan that addresses roadway safety from each of the Four “E’s”.

Task 2 Deliverable: List of stakeholders with contact information

3.0 Analyze Available Crash Data and Statistics

Task 3.1 – Data Collection

Kimley-Horn will acquire crash data from the past five years from the City’s Crossroads database. Available roadway data and traffic counts will be obtained (if available in GIS format).

Task 3.2 – Collision Exhibits

Kimley-Horn will create exhibits demonstrating key findings with respect to primary collision factors: time of day, age or responsible party, high incident locations, and bike/ped involvement. Up to six exhibits will be prepared under this task.

Task 3 Deliverables: Geodatabase with collisions, roadway data, traffic counts; Up to six collision exhibits.

4.0 Determine Focus Area

Kimley-Horn will analyze the collision data to identify specific focus/challenge areas to guide crash reduction countermeasure strategies. The focus/challenge areas will be compared to the California SHSP, prepared by Kimley-Horn.

Task 4 Deliverable: List of focus/challenge areas

5.0 Identify Crash Reduction Strategies

Based on the challenge areas identified under Task 4, Kimley-Horn will identify countermeasures starting with those in the Caltrans Local Roadway Safety Manual that have proven impacts to address safety issues seen on Roseville roadways. We will consider the use of temporary measures and technological implementations, such as crash avoidance technology and connected vehicles. These countermeasures will focus on the Four “E’s” with a particular focus on enforcement and education measures that build a culture of safety and awareness in roadway users. Measures that support safe and efficient active transportation use will also be strongly considered.

Kimley-Horn will review the City’s Capital Improvement Plan, Road Design Standards, and other applicable planning documents to identify any programmed projects within the City that might have safety impacts or impact mitigation options at specific locations. Once the project list is compiled, Kimley-Horn will meet with City staff to discuss any additional anticipated projects that must be accounted for. This list of planned and programmed projects will be taken into consideration when the recommended projects and countermeasures are developed.

Task 5 Deliverables: Citywide Countermeasure List (Draft and Final); List of capital projects to be accounted for in the LRSP.

Residential Countermeasures

As a continuation of Task 5.0, Kimley-Horn will work with City staff to develop a list of acceptable speed and volume reduction countermeasures appropriate for residential streets.

6.0 Develop Public Outreach Plan

The Public Outreach Plan will document key stakeholders (identified in Task 2.0), outline the messaging of the study as well as identify concepts for a social media campaign (that will be developed and implemented by the City). Kimley-Horn will support the City and Public Information Officer (PIO) for the LRSP website which will include background project information, schedule, project documentation and deliverables.

Task 6 Deliverables: Documentation of key stakeholders; Concepts for social media campaign; Provide materials for City website.

7.0 Prioritize Countermeasures/Projects

Kimley-Horn will identify up to five priority countermeasures or high incident locations with the most potential for advancement as HSIP fundable projects. The priority countermeasures or high incident locations will be provided to the City for review and comment. Kimley-Horn, in coordination with the City, will choose the five countermeasures or high incident locations for further review. A site visit will be complete at up to five locations. A project sheet will be developed for each priority countermeasure or selected site containing the information needed to complete a HSIP application.

Kimley-Horn will conduct a benefit/cost analysis for project alternatives to determine which projects provide the most return on investment. The potential effectiveness of each counter-measure will also be evaluated, tailored to each of the selected locations. Adjustments to each countermeasure will be applied in order to maximize the safety benefits at each location. These project sheets will note opportunities for funding and implementation through existing City maintenance and grant funding programs.

A master list of countermeasures will also be developed to help prioritize implementation, assuming that some project elements will be complementary and that applying them to multiple locations at once could lead to cost savings.

Task 7 Deliverable: Project sheets (up to five)

8.0 Prepare and Present Draft LRSP

The results of prior tasks will be incorporated into an Administrative Draft LRSP for review by the City. The Administrative Draft will include the objectives and goals of the LRSP, an outline of the process for developing the LRSP, including analysis findings, recommended safety measures and their prioritization, potential funding sources, evaluation criteria, and planned future updates. The LRSP will also include goals and objectives. Maps, charts, and photos will be included in the Administrative Draft, where applicable.

City staff from the Project Team, other City departments, and working group members will review and comment on the Administrative Draft Plan. Kimley-Horn will address one set of consolidated written comments on the Administrative Draft and submit a Draft LRSP.

Task 8 Deliverables: Administrative Draft LRSP; Draft LRSP (30 days in advance of presentation); One presentation to the City of Roseville Transportation Commission or City Council.

9.0 Prepare and Finalize Final LRSP

Kimley-Horn will revise and update the LRSP based upon the comments on the Administrative Draft LRSP to compile a Final LRSP. Kimley-Horn will submit this final deliverable in electronic (.PDF) and up to five hardcopies of the Final LRSP.

Task 9 Deliverable: Final LRSP

10.0 Project Management

Task 10.1 – Project Management

This task includes general project administration, including management of project staff, quality control, and project accounting. This Scope of Services is anticipated to be completed over an eight month period.

Task 10.2 – Project Kick-Off Meeting

Kimley-Horn will coordinate a project kick-off meeting with City staff to discuss the goals of the project and role of the Kimley-Horn team and all stakeholders. Administrative items will be discussed, including communication protocol, meeting frequency, progress reporting, scheduling and invoicing, and other relevant project information such as key milestones through the project and what defines success for this project. A summary of the meeting with key action items will be developed and distributed by Kimley-Horn.

Task 10.3 – Ongoing Coordination

Kimley-Horn will conduct ongoing coordination calls with the City to discuss project progress and key milestones. Seven coordination calls are anticipated under this task.

Task 10 Deliverables: Project Kick-off meeting agenda and meeting notes; Eight monthly progress reports and invoices; Seven coordination calls.

Please find attached our project schedule below.

	WEEKS																																
Task 1: Develop Plan Goals	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32 <th>Staff Delegation</th>	Staff Delegation
1.1 Plan Goals																																	O'Brien, Paderna
1.2 Process for Identifying High Collision Locations																																	O'Brien, Giacomini, Cooper
Task 2: Establish Stakeholders																																	Weir, O'Brien, Paderna, Yee
Task 3: Analyze Available Crash Data and Statistics																																	
3.1 Data Collection																																	O'Brien, Paderna, Giacomini, Cooper, Yee
3.2 Collision Exhibits (6)																																	O'Brien, Paderna, Giacomini, Cooper, Yee
Task 4: Determine Focus Area																																	
4.1 Analyze Collision Data for Focus/Challenge Areas																																	O'Brien, Paderna, Giacomini, Cooper, Yee
4.2 Comparison of Focus/Challenge Areas to SHSP																																	Giacomini, Yee
Task 5: Identify Crash Reduction Strategies																																	
5.1 Identification of Countermeasures																																	O'Brien, Paderna, DePencier, Sprattler, Giacomini, Yee
5.2 Review of City Plans																																	O'Brien, Paderna, Giacomini
5.3 Coordination with City on Review of City Plans/Projects																																	Weir, O'Brien, Paderna, DePencier
5.4 Residential Countermeasures																																	O'Brien, Paderna, DePencier, Giacomini
Task 6: Develop Public Outreach Plan																																	
6.1 Key Stakeholders																																	Weir
6.2 Concepts for Social Media Campaign (developed and implemented by the City)																																	Weir, Paderna, DePencier, Cooper
6.3 Documentation for Website (Maintained by the City)																																	Paderna, Cooper, Yee
Task 7: Prioritize Countermeasures/Projects																																	
7.1 Prioritize Countermeasures/Projects																																	O'Brien, Paderna, DePencier, Giacomini, Yee
7.2 Coordination with City on 5 Countermeasures/Locations																																	Weir, O'Brien, Paderna, Yee
7.3 Site Visit (up to 5 Locations)																																	O'Brien, Yee
7.4 Benefit/Cost Analysis (5)																																	DePencier, Cooper, Yee
7.5 Draft Project Sheets (5)																																	O'Brien, Paderna, DePencier, Cooper, Yee
City Review																																	NA/City Staff
7.6 Final Project Sheets (5)																																	Paderna, Giacomini, Yee
7.7 Master List of Countermeasures																																	Yee
Task 8: Prepare and Present Draft LRSP																																	
8.1 Administrative Draft LRSP (PDF)																																	Weir, O'Brien, Paderna, DePencier, Giacomini, Yee
Public Review																																	NA
8.2 Address One Round of Comments																																	O'Brien, Paderna, Giacomini, Yee
8.3 Preparation for Presentation (1)																																	O'Brien, Paderna
8.4 Attendance at Presentation (1)																																	Paderna
Task 9: Prepare and Present Final LRSP																																	
9.1 Address One Round of Comments																																	O'Brien, Paderna, Yee
City Review																																	NA/City Staff
9.2 Preparation of Final Plan (5 hardcopies and PDF)																																	Paderna, Yee
Task 10: Project Management																																	
10.1 Project Management																																	

Account for and Consider the Continued Virtual/Work-from-Home Environment:

With the current COVID-19 crisis, all of our team members are working from home. Our team is fully integrated to complete this project if the virtual work environment continues. We have implemented the following processes and tools to keep our projects moving smoothly:

- Utilize various software platforms like Microsoft Teams, Skype for Business, Google Meet, and Zoom to conduct video conferencing and meetings
- Utilize an integrated GIS client to seamlessly coordinate work
- Use Zscaler/KHView to provide uninterrupted and seamless access to our internal network
- Coordinate proactively and communicate regularly with the City's Project Manager and stakeholders

EXHIBIT “B”

May 22, 2020

Ms. Jana Cervantes, T.E., RSP₁
Senior Engineer
City of Roseville
Public Works – Traffic Engineering
311 Vernon Street
Roseville, CA 95678

» 555 Capitol Mall
Suite 300
Sacramento CA
95814
TEL 916 858 5800

Re: Proposal for the City of Roseville Local Road Safety Plan (LRSP) (Cost Proposal)

Dear Ms. Cervantes and Members of the Selection Committee:

Per the directions in the City's RFP, we have provided our cost proposal as this separate attachment. Our cost proposal includes hour and fee breakdown for all proposed staff by the tasks detailed in our project plan. We have also defined any reimbursable expenses requested to be paid by the City.

We welcome the opportunity to discuss our cost with the City and are flexible to adjustments and refinements as necessary to better accommodate your needs. We thank you for your consideration. If you have any questions or require any additional information, please contact our project manager, Molly O'Brien, P.E., PTOE, RSP2I, at 775.200.1979 or at molly.obrien@kimley-horn.com.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



Molly O'Brien, P.E., PTOE, RSP_{2I}
Vice President/Project Manager



Matthew D. Weir, P.E., T.E., PTOE
Vice President/Principal-in-Charge

As Vice Presidents of the firm, Molly O'Brien, P.E., PTOE, RSP_{2I} and Matt Weir, P.E., T.E., PTOE, are authorized to bind the firm.

CITY OF ROSEVILLE
Local Road Safety Plan

Name Category/Title Billing Rate		Kimley-Horn and Associates, Inc.								Total Hours Total Cost	
		Matt Weir	Molly O'Brien	Robert Paderna	Sr. Professional	Professional	Analyst	Sr. Project Support	Project Support		
		Principal-In- Charge	Project Manager	QC/QA							
		\$252.11	\$206.93	\$209.26	\$190.66	\$153.47	\$117.12	\$135.57	\$81.20		
Task 1:	Develop Plan Goals		3	1		4				8	\$ 1,443.95
1.1	Plan Goals		1	1						2	\$ 416.20
1.2	Process for Identifying High Collision Locations		2			4				6	\$ 1,027.75
Task 2:	Establish Stakeholders	1	1	1			2			5	\$ 902.56
2.1	Establish Stakeholders	1	1	1			2			5	\$ 902.56
Task 3:	Analyze Available Crash Data and Statistics		4	2		8	24			38	\$ 5,285.02
3.1	Data Collection		1	1		2	6			10	\$ 1,425.89
3.2	Collision Exhibits (6)		3	1		6	18			28	\$ 3,859.14
Task 4	Determine Focus Area		2	2		10	28			42	\$ 5,646.59
4.1	Analyze Collision Data for Focus/Challenge Areas		2	2		8	24			36	\$ 4,871.16
4.2	Comparison of Focus/Challenge Areas to SHSP					2	4			6	\$ 775.44
Task 5	Identify Crash Reduction Strategies	1	5	7	12	41	15			81	\$ 13,088.64
5.1	Identification of Countermeasures		2	1	6	13	15			37	\$ 5,519.05
5.2	Review of City Plans		1	4		8				13	\$ 2,271.75
5.3	Coordination with City on Review of City Plans/Projects	1	1	1	3					6	\$ 1,240.28
5.4	Residential Countermeasures		1	1	3	20				25	\$ 4,057.56
Task 6	Develop Public Outreach Plan	4		4	5	11	10	4		38	\$ 6,200.50
6.1	Key Stakeholders	1								1	\$ 252.11
6.2	Concepts for Social Media Campaign (developed and implemented by the City)	3		2	5	6				16	\$ 3,048.97
6.3	Documentation for Website (Maintained by the City)			2		5	10	4		21	\$ 2,899.42
Task 7	Prioritize Countermeasures/Projects	1	15	10	14	33	90	3		166	\$ 24,130.43
7.1	Prioritize Countermeasures/Projects		2	2	10	20	35	3		72	\$ 10,314.44
7.2	Coordination with City on 5 Countermeasures/Locations	1	2	2			5			10	\$ 1,670.14
7.3	Site Visit (up to 5 Locations)		9				5			14	\$ 2,448.04
7.4	Benefit/Cost Analysis (5)				2	5	15			22	\$ 2,905.53
7.5	Draft Project Sheets (5)		2	4	2	5	10			23	\$ 3,570.84
7.6	Final Project Sheets (5)			2		3	5			10	\$ 1,464.56
7.7	Master List of Countermeasures						15			15	\$ 1,756.87
Task 8	Prepare and Present Draft LRSP	1	5	6	5	19	38	4		78	\$ 11,404.62
8.1	Administrative Draft LRSP (PDF)	1	2	4	5	14	30	4		60	\$ 8,660.94
8.2	Address One Round of Comments		1	1		5	8			15	\$ 2,120.55
8.3	Preparation for Presentation (1)		2	1						3	\$ 623.13
8.4	Attendance at Presentation (1)			4						4	\$ 837.06
Task 9	Prepare and Present Final LRSP		1	2			10		2	15	\$ 1,959.12
9.1	Address One Round of Comments		1	1			5			7	\$ 1,001.82
9.2	Preparation of Final Plan (5 hardcopies and PDF)			1			5		2	8	\$ 957.29
Task 10	Project Management	2	12	8					12	34	\$ 5,635.98
10.1	Project Management		4	4					12	20	\$ 2,639.21
10.2	Project Kick-off Meeting	2	4							6	\$ 1,331.97
10.3	Ongoing Coordination		4	4						8	\$ 1,664.80
	TOTAL HOURS	10	48	43	36	126	217	11	14	505	
	Subtotal Labor:	\$ 2,521.15	\$ 9,932.87	\$ 8,998.39	\$ 6,863.61	\$ 19,337.17	\$ 25,416.12	\$ 1,491.30	\$ 1,136.81		\$ 75,697.41
	Other Direct Costs										\$ 4,184.87
	Labor Escalation										\$ 3,784.87
	Mileage										\$ 250.00
	Fed-Ex/Courier										\$ 150.00
	TOTAL COST:										\$ 79,882.29



COUNCIL COMMUNICATION

CC #: 0900

File #: 0201-01 & 0900-04-02

Title: Eureka/Atlantic I-80 On-Ramp Widening Project - Budget Adjustment

Contact: Stefanie A. Kemen 916-746-1300 skemen@roseville.ca.us

Meeting Date: 8/5/2020

Item #: 7.25.

RECOMMENDATION TO COUNCIL

Staff recommends the City Council adopt an ordinance approving a budget adjustment to increase the expense budget by \$50,000 and the revenue budget by \$650,000 for the Eureka/Atlantic I-80 On-Ramp Widening Project.

BACKGROUND

The Eureka/Atlantic I-80 On-Ramp Widening Project will widen the existing eastbound on-ramp to include two metered lanes and an HOV bypass lane (three lanes total), and includes a replacement bridge over Miner's Ravine. The project is included in the South Placer Regional Transportation Authority (SPRTA) fee program.

In 2015, Caltrans approached the City with a proposal to partner in the construction of the project. Caltrans agreed to nominate the design and construction of the project for State Highway Operations Protection Program (SHOPP) funds if the City would fund and complete the preliminary engineering (project approval) and environmental documentation (PA/ED) for the project, with work needing to begin immediately to assure award of the SHOPP funding. At the time, the SPRTA fee program did not have adequate funds to complete the PA/ED. However, in their June 24, 2015 meeting, the SPRTA board unanimously approved a plan to reimburse the City for the PA/ED.

In their July 15, 2015 meeting, City Council approved the establishment of a \$600,000 expense budget to complete the PA/ED for the Eureka/Atlantic I-80 On-Ramp Widening Project with funding coming from the Traffic Mitigation Fund (TMF) available resources, with future reimbursement by SPRTA identified in the staff report. However, no revenue budget was included in the adjustment at the time.

The SPRTA fee program now has sufficient funds to reimburse the TMF, and therefore staff is recommending the City Council approve the establishment of a revenue budget to offset the cost of the project. The establishment of the revenue budget will allow staff to invoice SPRTA for immediate reimbursement of \$600,000 of project expenses for the PA/ED.

At this time, the project has been designed by Caltrans, and construction is scheduled to begin in October of 2020.

The project will include some traffic signal equipment modifications at the intersection. That equipment will be purchased, installed and maintained by Public Works Traffic Signal Maintenance staff in conjunction with the Caltrans construction project. The estimated cost for the purchase and installation of the new equipment is \$50,000. Therefore, staff is recommending approval to increase the project expense budget by \$50,000. This \$50,000 expense budget increase is also expected to be reimbursed by the SPRTA fee program funding, and that revenue is included in this adjustment.

FISCAL IMPACT

The Eureka/Atlantic I-80 On-Ramp Widening Project PA/ED and modified traffic signal equipment installation costs are \$650,000 and funded by SPRTA fee program funds. Design and construction of the \$9.1M project has been/will be completed entirely by Caltrans using SHOPP funding. No General Fund resources are allocated to this project.

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 approval of a budget adjustment for the Eureka/Atlantic I-80 On-Ramp Widening Project meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Stefanie A. Kemen, Principal Engineer

Jason Shykowski, Public Works Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance No. 6252

Budget Adjustment

ORDINANCE NO. 6252

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2020-21
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 2020-21, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds for the Eureka/Atlantic I-80 On-Ramp Widening project, per request of the Public Works Department, as listed on the attached Request for Budget Adjustment in the amount of \$600,000.

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: Stefanie Kemen, Principal Engineer FISCAL YEAR: 2021

PREPARER NAME & TITLE: Stefanie Kemen, Principal Engineer COUNCIL DATE (if applicable): 8-5-20

DEPARTMENT/DIVISION: Public Works/Engineering ORDINANCE:

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
3151	5395	84001	400199	35,000	Equipment Under \$5,000 - Traffic signal equipment, Eureka/Atlantic I-80 On-Ramp Widening Project
3151	5080	84001	400199	15,000	Internal Project Labor - equipment procurement & installation
TOTAL				50,000	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
3151	4780	84001	400199	50,000	SPRTA reimbursement for project construction/signal equipment
3151	4780	84001	400199	600,000	SPRTA reimbursement for preliminary engineering
TOTAL				650,000	

NET ADJUSTMENT	(600,000)
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FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
3151				600,000	Increase in Traffic Mitigation Fund available resources
TOTAL				600,000	

Justification for Budget Adjustment:

On July 15, 2015, the City Council approved the establishment of a budget to complete the preliminary engineering and environmental document for the Eureka/Atlantic I-80 On-Ramp Widening Project with funding coming from Traffic Mitigation Fund (TMF) available resources. The South Placer Regional Transportation Authority (SPRTA) fee program was identified as a future reimbursement to restore \$600,000 of available resources, but no revenue budget was included in the adjustment at the time. The SPRTA fee program now has sufficient funds to reimburse the TMF, therefore staff is recommending that City Council approve the establishment of a \$600,000 revenue budget to offset the cost of the project. Also, Public Works is recommending approval to increase the project expense budget by \$50,000 to provide funding for updated traffic signal equipment at the intersection. The signal equipment will be installed by Public Works staff in conjunction with the Caltrans construction project. This \$50,000 expense budget increase will also be funded by SPRTA fee program funding.

REQUIRED APPROVALS:			
REQUESTING DEPARTMENT HEAD / DESIGNEE		BUDGET MANAGER / DESIGNEE	
DATE		DATE	
CHIEF FINANCIAL OFFICER / DESIGNEE		CITY MANAGER / DESIGNEE	
DATE		DATE	
BUDGET DEPARTMENT USE ONLY:			
POSTED BY		DATE	

Revised: June 24, 2019



COUNCIL COMMUNICATION

CC #: 0914

File #: 0203-14 & 0201-01

Title: Security Guard Services - Memorandum of Understanding Amendment and Budget Adjustment
Contact: Tisha Chinn 916-774-5702 tchinn@roseville.ca.us

Meeting Date: 8/5/2020

Item #: 7.26.

RECOMMENDATION TO COUNCIL

Staff recommends the City Council adopt a resolution approving Amendment #2 to the Memorandum of Understanding (MOU) with Sierra Joint Community College District (District) to provide security guard services at 316 Vernon Street, and authorize the City Manager to execute it.

Additionally, staff recommends City Council adopt an ordinance to approve a budget adjustment in the amount of \$59,838 for additional security-related requirements.

BACKGROUND

The main lobby of 316 Vernon requires security guard services during City business hours along with supporting Sierra College faculty and student use. The District will provide security guard services utilizing their existing contract per the attached Memorandum of Understanding (MOU), Amendment # 2, which extends the term from June 30, 2020 to December 31, 2021. The City will split the cost 50/50 for services Monday – Friday, 7:30 am - 11:00 pm, and the District will pay for all additional security services provided beyond these hours. The City's annual cost for these services will be \$50,838, which is \$838 more than the FY2020-21 General Capital Projects Fund security services adopted budget. Therefore, staff recommends that the City Council approve a budget adjustment, increasing the security budget by \$838 to cover these additional costs.

Additionally, staff recommends that the City Council authorize a budget adjustment of an additional \$59,000 to fund the following security related services:

- \$44,000 in recently added security services along the Corp Yard perimeter for theft surveillance;
- \$5,000 in miscellaneous security-related expenses such as security access card reader additions and improvements; and
- \$10,000 in contingency for unanticipated security-related costs such as fencing and

cameras.

FISCAL IMPACT

The City's FY2020-21 General Capital Projects Fund security services adopted budget is for \$50,000. Amendment #2 of the Memorandum of Understanding with Sierra Joint Community College District will exceed that budget by \$838 and requires a budget adjustment to cover this increase.

Additionally, staff recommends that the City Council authorize a budget adjustment of an additional \$59,000 to fund the following security related services:

- \$44,000 in recently added security services along the Corp Yard perimeter for theft surveillance;
- \$5,000 in miscellaneous security-related expenses such as security access card reader additions and improvements; and
- \$10,000 in contingency for unanticipated security-related costs such as fencing and cameras.

The General Capital Projects Fund has adequate available resources to cover the additional security expenses. The recommended budget adjustment will not impact 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. Security guard services meet the above criteria and are not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Tisha Chinn, Administrative Technician

Jason Shykowski, Public Works Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 20-315

Amendment 2 - 316 Vernon Security Guard Services

Ordinance No. 6254

Budget Adjustment

RESOLUTION NO. 20-315

APPROVING MEMORANDUM OF UNDERSTANDING AMENDMENT #2 FOR SECURITY GUARD SERVICES, BY AND BETWEEN THE CITY OF ROSEVILLE AND THE SIERRA JOINT COMMUNITY COLLEGE DISTRICT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, Memorandum of Understanding Amendment #2 for security guard services at 316 Vernon Street, by and between the City of Roseville and the Sierra Joint Community College District, 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 amendment 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

Amendment #2
Memorandum of Understanding between
Sierra Joint Community College District
and City of Roseville

PURPOSE:

This amendment to the Memorandum of Understanding ("MOU") is hereby made and entered into between the Sierra Joint Community College District ("District") and the City of Roseville ("City") collectively referred to as the "Parties" and shall be effective as of the last signature date signed by the Parties. The purpose of this amendment is to extend the end of the term of the MOU from June 30, 2020 to December 31, 2021 to support private security services at 316 Vernon Street, Roseville, CA ("Facility") for both parties. The original MOU (Previous Board Agenda Item No. 080817.9.1 – Approved August 08, 2017, and Amendment #1 (Previous Board Agenda Item No. 111318.15.5 – Approved November 13, 2018 ; Roseville City Council Resolution No. 17-411 – Approved September 20, 2017 and Resolution No. 18-467 – Approved November 28, 2018) is hereby revised.

TERM OF AGREEMENT:

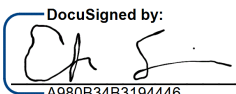
The MOU shall be modified to read "This MOU shall be effective August 1, 2017 through December 31, 2021 (53 months) and shall remain in effect until terminated by either party. In the event that it becomes necessary for a party to cease being a part of this MOU, said party shall notify the other party, in writing, 90 days prior to the termination date."

MODIFICATION:

The Parties mutually agree to modify the term of this agreement.

All terms and conditions of the MOU not specifically amended herein shall remain in full force and effect.

IN WITNESS THEREOF, the parties of this MOU have executed this MOU by their duly authorized representatives on the dates of their signatures.

DocuSigned by:

A980B34B3194446...
Erik Skinner, Vice President
Administrative Services

6/16/2020 | 9:55 AM PDT

Date

Dominick Casey, City Manager
City of Roseville

Date

ORDINANCE NO. 6254

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2020-21
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 2020-21, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds to provide funding for security services, per request of the Public Works Department, as listed on the attached Request for Budget Adjustment in the amount of \$59,838.

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: Jason Shykowski - Public Works Director FISCAL YEAR: 2020/21
 PREPARER NAME & TITLE: Rodney Funke - Admin Analyst II COUNCIL DATE (if applicable): 8/5/2020
 DEPARTMENT/DIVISION: Public Works/Facilities ORDINANCE: _____

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
3110	5301	62521		838	Increase professional services for security guards MOU with Sierra College
3110	5301	62521		5,000	Increase professional services for miscellaneous security related expenses
3110	5301	62521		10,000	Increase professional services for unanticipated security related requirements
3110	5301	62521		44,000	Increase professional services for security guards at the Corp Yard
TOTAL				59,838	

REVENUES/TRANSFERS IN

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

NET ADJUSTMENT	59,838
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FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
3110				(59,838)	Reduce General Capital Project Fund available resources
TOTAL				(59,838)	

Justification for Budget Adjustment:

The FY2020-21 General Capital Project Fund adopted budget includes \$50,000 for facility security. This budget adjustment is recommended to increase the facility security budget by \$59,838 for the following additional items:

- * \$ 838 - security guard MOU with Sierra College – (total cost \$50,838, existing budget of \$50,000)
- * \$ 5,000 - miscellaneous security related expenses
- * \$ 10,000 - contingency for unanticipated security related requirements
- * \$ 44,000 - security guard services at the Crop Yard

The Capital Project Funds has adequate available resources to cover the additional expenses. This adjustment will not impact the General Fund.

REQUIRED APPROVALS: Jason Shykowski Digitally signed by Jason Shykowski Date: 2020.06.26 12:55:19 -07'00'		Scott Pettingell Digitally signed by Scott Pettingell Date: 2020.06.26 16:40:35 -07'00'	
REQUESTING DEPARTMENT HEAD / DESIGNEE Dennis Kauffman Digitally signed by Dennis Kauffman Date: 2020.06.30 16:08:54 -07'00'		BUDGET MANAGER / DESIGNEE _____	
CHIEF FINANCIAL OFFICER / DESIGNEE _____		CITY MANAGER / DESIGNEE _____	
BUDGET DEPARTMENT USE ONLY:			
POSTED BY _____		DATE _____	

Revised: June 24, 2019



COUNCIL COMMUNICATION

CC #: 0913

File #: 0721-05 & 0201-01

Title: Dry Creek Greenway East Phase 1 Trail Project - Professional Services Agreement and Budget Adjustment
Contact: Cathy Gosalvez 916-746-1300 cgosalvez@roseville.ca.us

Meeting Date: 8/5/2020

Item #: 7.27.

RECOMMENDATION TO COUNCIL

Staff recommends the City Council:

1. Adopt a resolution authorizing the City Manager to execute a Professional Services Agreement with Paragon Partners Ltd. for right of way services for the Dry Creek Greenway East Phase 1 trail project with a not-to-exceed fee of \$164,970; and
2. Adopt an ordinance to approve a budget adjustment in the amount of \$265,000.

BACKGROUND

The Dry Creek Greenway East trail project is a proposed paved multi-use trail along Dry, Cirby, and Linda Creeks from Darling Way/Riverside Avenue to the City limits at S. Cirby Way/Old Auburn Road. The project is identified as a proposed Class I bikeway in the City of Roseville General Plan and Bicycle Master Plan.

At the March 20, 2019 meeting, City Council voted to approve the Dry Creek Greenway East trail project. This approval included certification of the Final Environmental Impact Report, pursuant to CEQA Guidelines.

Phase 1 of the project will result in two (2) miles of Class I trail from the existing Saugstad Park Trail at Darling Way to the existing Maidu Park Trail at Rocky Ridge Drive. In March of 2020, the City Council approved a design agreement with Psomas for engineering and environmental permitting services for the construction of the project. Based on the preliminary design, the project will require a total of twenty-two permanent right of way acquisitions and Temporary Construction Easements.

A Request for Proposals (RFP) for Right of Way Services was released in January of 2020 and eight proposals were received. Staff reviewed the proposals and selected Paragon Partners based on their expertise, reputation, and their approach to the RFP.

Public Outreach:

Since 2008, the Dry Creek Greenway East Project has been driven by robust public participation and community input. There have been multiple community workshops/open houses, stakeholder

representative group meetings, online surveys, project email, and social media updates. A combination of in-person, print, and digital strategies will help engage the public to gather feedback to inform the final design.

FISCAL IMPACT

The total not-to-exceed contract amount of the Professional Services Agreement is \$164,970 and is fully funded with Local Transportation Funds. The Budget Adjustment request is for \$265,000 of Local Transportation Funds (Fund 6520) and is required to fund the professional services and associated staff time for the project. This project will not use any General Fund resources.

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 professional services agreement and budget adjustment meet the above criteria and are not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Cathy Gosalvez, Assistant Engineer

Jason Shykowski, Public Works Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 20-314

Agreement

Ordinance No. 6253

Budget Adjustment

Location Map

RESOLUTION NO. 20-314

APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND PARAGON PARTNERS, LTD., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a professional services agreement for the Dry Creek Greenway East Phase 1 Trail Project, by and between the City of Roseville and Paragon Partners, Ltd., 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

PROFESSIONAL SERVICES AGREEMENT

Right of Way Services – Dry Creek Greenway East Trail Phase 1 Project

THIS AGREEMENT is made and entered into this ____ day of _____, 20____,
by and between the City of Roseville, a municipal corporation (“CITY”), and Paragon Partners
Ltd., a California corporation (“CONSULTANT”); and

W I T N E S S E T H:

WHEREAS, CITY desires professional services consisting of real estate right of way
services for appraisal and acquisition for the Dry Creek Greenway East Trail Phase 1 project;
and

WHEREAS, CONSULTANT has prepared a proposal dated February 21, 2020, 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 one hundred sixty-four thousand, nine hundred seventy dollars (\$164,970).

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 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.

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.

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.

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. 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.

10. 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.

11. Independent Contractor. CONSULTANT 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.

12. 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.

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

14. 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.

15. 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.

16. 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.

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

18. 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.

19. 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

Cathy Gosalvez, Assistant Engineer
311 Vernon Street
Roseville, CA 95678

CONSULTANT

Neilia LaValle, President
2525 Natomas Park Drive, Suite 330
Sacramento, CA 95833

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

20. 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

PARAGON PARTNERS LTD., a
California corporation

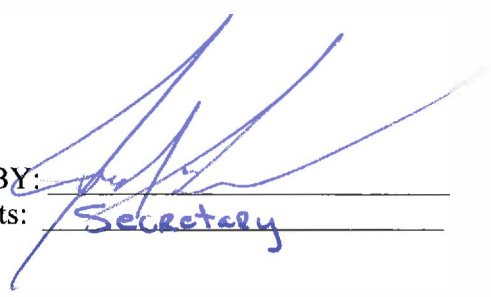
BY: _____
DOMINICK CASEY
City Manager

BY: Neilia LaValle
its: President & CEO

and

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

ATTEST:

BY: 
its: Secretary

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
JASON SHYKOWSKI
Public Works Director

EXHIBIT “A”



February 21, 2020

City of Roseville
City Clerk Department
311 Vernon Street
Roseville, CA 95678



RE: RFP Right of Way Services (Appraisal & Acquisition) for Dry Creek Greenway East Trail Phase 1 Project

Dear City of Roseville Representatives:

Paragon Partners Ltd. (Paragon) is pleased to submit our response to your RFP to provide the City of Roseville (City) with real estate right of way services for appraisal and acquisition for the Dry Creek Greenway East Trail Phase 1 Project (Project). For over 26 years, Paragon has been a leader in successfully delivering right of way services for projects with similar goals, objectives, and needs. Accordingly, we have prepared our response to cohesively and completely demonstrate our qualifications, experience, and understanding of performing the requested services for the Project. We offer the City the following key differentiators:

- Over the past 20 years, we have successfully acquired right of way on behalf of the City for various transportation improvement, bridge replacement, flood control, and bicycle trail projects. Paragon knows how to work with the City and Caltrans to obtain right of way certification on schedule.
- At Paragon, we consider ourselves to be problem solvers. For the Dry Creek Project, we have identified potential issues and have proposed possible solutions. We have the experience in working with property owners who live adjacent to trails and have shared their concerns about an increase in homeless traffic, potential fire dangers, and flooding. We will meet with the City and design team to formulate mitigation measures in order to gain owner approval.
- Paragon's team includes independent appraisers and review appraisers to provide a basis for the City to recommend just compensation. Paragon has solid working relationships with its appraisers and also maintains honest and appropriate business practices.
- Paragon is a highly respected provider of real estate services, not solely based upon our expertise in the field, but also because of the compassion we display throughout the process. Our methodology centers around being informative and supportive while simultaneously being sensitive to lifestyle concerns, special needs, and language barriers. By addressing and minimizing concerns, our team is able to gain cooperation and meet project schedules.
- Paragon is able to bring added value to this Project through early planning, defined tasks and deliverables, quality control, proactive project performance, and an extensive knowledge of the real estate right of way process. Above our competitors, we stress the importance of collaborating with stakeholders to ensure the successful and timely completion of each Project.

Paragon's reputation in the real estate right of way industry is unparalleled. Our proactive project management, acquisition, and appraisal services will ensure successful project delivery. Our proposal is in strict compliance with the request for proposal requirements, following closely to all communicated guidelines, as well as the organization of the proposal. We acknowledge the following:

- Paragon confirms receipt of Addendum #1, dated February 13, 2020 (Signed copy in Appendix).
- Paragon will perform the services and adhere to the requirements described in the RFP, including any addenda.

We are excited and appreciate this opportunity to submit our proposal to the City. If you have any questions or require additional information, please contact Neilia LaValle, President & CEO, by phone at (714) 379-3376, ext. 101, by fax at (714) 908-8484, or via email at neilia@paragon-partners.com.

Sincerely,

Neilia LaValle,
President & CEO
Authorized Signatory



5.7 - PROJECT PLAN

PROJECT MANAGEMENT

Paragon's approach to the City's projects is to be more than simply your right of way consultant, but rather maintain a working partnership with the City to implement the most cost-effective right of way program possible. For the duration of the contract, we are fully invested in the City's goals and objectives, while working collaboratively with your staff. Elements that comprise Paragon's delivery includes:

- Schedule and conduct regular project update meetings with the City right of way team to ensure that project deliverables stay on schedule and within budget.
- Provide quality control review of all right of way documentation.
- Finalize the project work product, provide services and prepare and deliver all files to the City's staff and stakeholders, as appropriate.

KICK-OFF MEETING

Upon award, Paragon's highly experienced project management team will coordinate a kick-off meeting with City staff and other stakeholders to discuss the project background, budget, schedule, reporting, project management approach and any other issues. This meeting will immediately be followed with a meeting with selected subcontractors to reconvey the project goals and any further feedback from the City.

TITLE, PLAT & LEGAL REVIEW

Paragon will review preliminary title reports for the impacted parcels and create Exception Reports, noting any exceptions that need to be cleared during the acquisition process. Paragon's Agents review maps and legal descriptions to identify any impacts to property improvements.

APPRAISAL AND APPRAISAL REVIEW

As required, Paragon will coordinate the preparation of appraisal reports that will be used for the proposed acquisition of the property rights required to support the project. Pattison and Associates, Inc. will appraise the necessary permanent property rights required for the project.

Valuations will include a determination of the Highest and Best Use of Properties, an analysis and determination of the "larger parcel" (as defined by: Use, Contiguity, Common Ownership) as well as severance

damages, if applicable to partial acquisitions. Appraisal reports will be used to establish the fair market value and become the basis for the determination of Just Compensation set by the City. All appraisals will be in compliance with Caltrans requirements and USPAP (Uniform Standards of Professional Appraisal Practice).

Review appraisals will be provided for each appraisal, and in accordance with Caltrans, state and federal laws and the City's policy, as required. Our Appraisal Reviewer, Rowland Valuation, will conduct a review of the appraisal and will develop sound reasons in support of the scope of work decision, and the resulting opinions and conclusions will be credible and consistent with the intended use of the review.

ACQUISITION & NEGOTIATION

Paragon will perform the required acquisition services in accordance with the Caltrans Right of Way Manual; the Uniform Relocation and Real Property Acquisition Policies Act (49 CFR Part 2-4), as amended; Title 25 California Code of Regulations; California Code of Civil Procedures and the City's own policies and procedures. Paragon will prepare Receipt of Offer packages which list in detail all components of the offer delivered to the Owner. A thorough Quality Assurance /Quality Control (QA/QC) will be performed by the QA/QC Manager.

Paragon Acquisition Agents will meet with Owners or their representative, (typically 3 contacts or more) from the date the offer is tendered until the signing of a purchase and sale agreement and other necessary documents. Paragon's acquisition agents will contact and negotiate in good faith with the property owner, owner's agent, tenants and/or lessees (as required and appropriate) at appointed times convenient for them to present the formal written offer. The offer will be delivered in person and the agent shall explain the relevant details of the acquisition. Paragon takes pride in its ability to successfully negotiate property rights agreements and settlements using good interpersonal skills, a sound understanding of the facts and issues, and solid technical prowess.

We will maintain a parcel diary of all pertinent information and contacts made with respect to the acquisition negotiations. The diary will be updated documenting every contact with each property owner, including a summary of the status of negotiations indicating the concerns of the owner and all relevant information about the status of negotiations. We will coordinate the acquisition process with the City, legal counsel and property owners. All executed documents (acquisition agreements and executed deeds, etc.) will be promptly transmitted to your team for acceptance and processing.



We will update all information into our proprietary right of way software, Paragon Data Quest (PDQ), to create a report summarizing the pertinent data relative to each transition.

ACQUISITION FILE CHECKLIST

Paragon utilizes an Acquisition File Checklist (AFC) for each acquisition case file, which is updated on a continual basis by the assigned Acquisition agent. The AFC requires each agent to initial and date each task item in each case file as it is completed. The task items are then monitored and reviewed by the Project Manager for performance and timeliness, with any issues of concern documented and highlighted with recommended solutions. A sample Acquisition File Checklist is included in the **Appendix**.

POSSESSION AND USE AGREEMENT

Paragon has utilized possession and use agreements successfully on improvement projects. It allows for additional prescribed time to complete the negotiated valuation. It is usually recommended if the City and Seller can reach agreement on design and construction matters, leaving only valuation unsettled. This option enables the City to achieve a Right to Possession recognized by state and federal agencies as suitable for construction funding.

ESCROW COORDINATION

We will open escrows as we settle transactions. Paragon's team will coordinate the title clearance process consistent with direction provided by the City. Paragon will coordinate and facilitate the entire process of escrow for the identified parcels, and all affected properties in the project, from opening to closing of escrow.

QUALITY CONTROL

Paragon's quality control process incorporates a review of deliverables for compliance, accurate calculations, error-free documents and adherence to industry changes. Paragon's team carefully prepares documentation and provides quality checks for all acquisition and relocation documentation. Paragon's QA/QC Manager will oversee and ensure that right of way documents (appraisals, offer packages, agreements, deeds, etc.) are reviewed for accuracy and completeness. Paragon's relentless quality control includes collaboration, continuous improvement and managing risk.

PROJECT CLOSE-OUT

We will coordinate with the City to ensure that all pertinent real estate records relating to valuation, acquisition, eminent domain, etc. are complete and submitted to the City in both hard copy and electronically via a thumb drive. These relevant records as well as parcel files will be maintained by Paragon for a minimum period consistent with City records retention requirements. Records may also require audit by Caltrans, FHWA, etc. If that should occur, we will support the process as directed by the City.

WORK SCHEDULE

The following Project schedule has been prepared based on our current knowledge of the project. The Project Manager will closely monitor the right of way schedule and progress to determine slippage of any tasks, costs or deliverables and how any issues can be mitigated to prevent further delays or an impact to the final due date and overall project schedule. Milestones, costs and tasks required to meet critical deadlines will be monitored regularly.

Paragon has provided a preliminary schedule on the following page.



CALTRANS ROW CERTIFICATION

Paragon's Project Manager will coordinate with Caltrans and prepare the necessary certification, as required pursuant to Chapter 13, Section 13.10 of the Caltrans Local Assistance Procedures Manual and ensure that all schedules of right of way certification are met before the Project proceeds to construction. As soon as the Project is underway, we will work with the City to begin the right of way certification process, which will include gathering information and supporting documentation for:

- Right of way mapping with the square footage calculations of the partial acquisition easements and type of estate to be acquired
- Appraisal and Appraisal Review documents
- Signed contracts and conveyance documents
- Administrative settlements, when required
- Environmental documentation

Upon obtaining the necessary right of way documents for the Project, a comprehensive right of way certification package will be forwarded to Caltrans District 3 office for review and approval.

E|PROJECT PLAN

WORK SCHEDULE

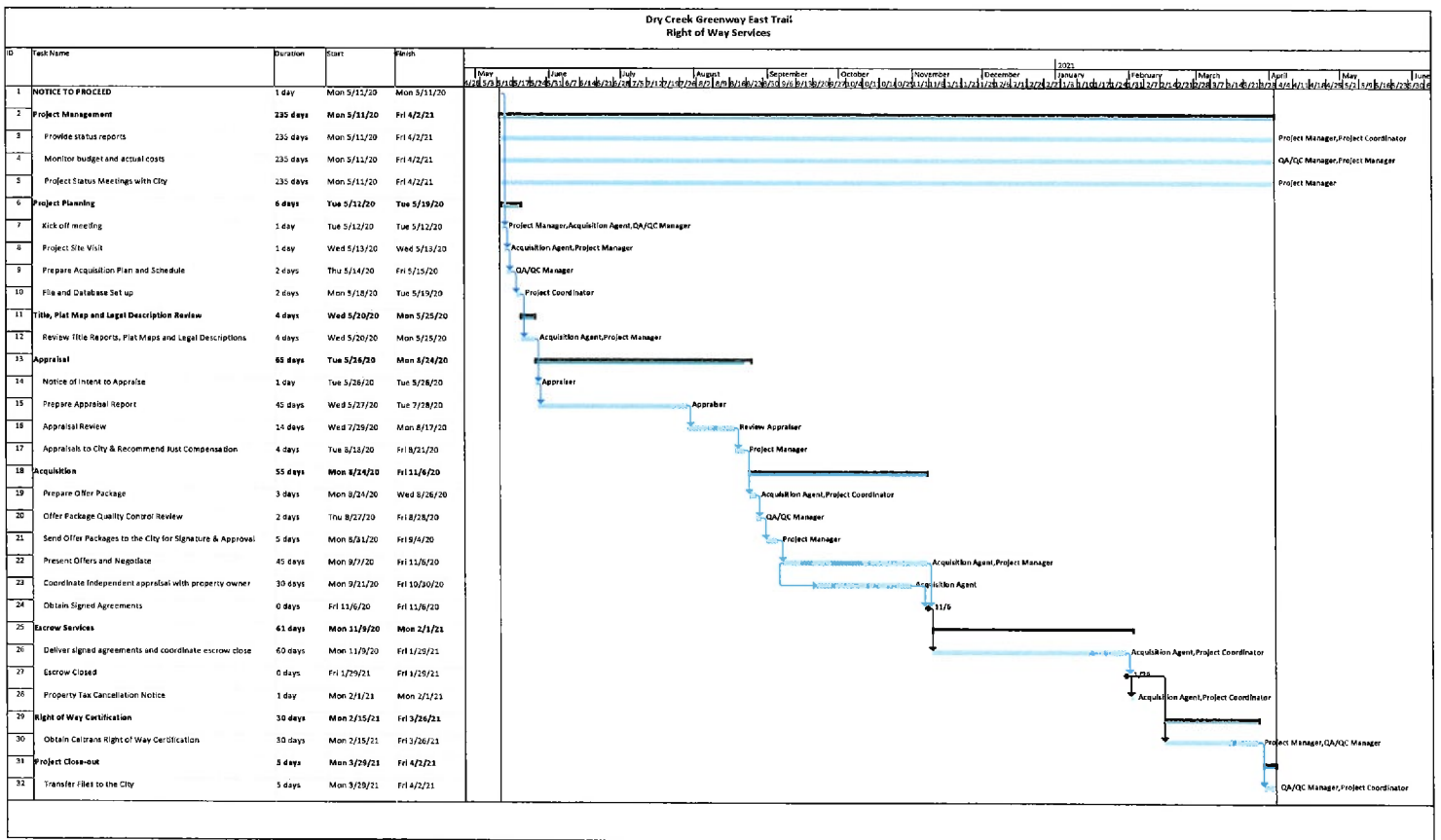


EXHIBIT “B”

**CITY OF ROSEVILLE
DRY CREEK GREENWAY EAST TRAIL PHASE 1 PROJECT
RIGHT OF WAY COST PROPOSAL
February 21, 2020**



Name	Jeremy Nied	Pam Samms	Lee Pemberton/ Pete Caldwell	Dawn Sorrell		
Labor Classification	Project Manager	QA/QC Manager	Sr. Acq. Agent	Project Coordinator	Subconsultant Fees	FEES
Hourly Rate	\$135.00	\$150.00	\$95.00	\$75.00		
Project Tasks	Estimated Manhours Per Task					
Kick off Meeting	1	1	0	0		\$285.00
Project Meetings/Progress Reporting	44	0	0	22		\$7,590.00
Review Title Reports, Plat Maps and Legal Descriptions	0	11	20	0		\$3,550.00
Appraisals - Pattison	8	22	0	8	\$37,400.00	\$42,380.00
Appraisal Reviews -	8	11	0	8	\$29,040.00	\$32,370.00
Document Preparation (Offer Purchase Package, Contracts/Agreements, Conveyance Acquisition/Negotiations	22	11	0	44		\$7,920.00
Escrow Coordination	100	0	450	0		\$56,250.00
Right of Way Certification	11	0		44		\$4,785.00
	40	20				\$8,400.00
Total Hours	234	76	470	126	SUB TOTAL	\$163,530.00
Other Direct Costs:						
Postage						\$440.00
Mileage						\$1,000.00
					GRAND TOTAL	\$164,970.00
Assumptions and Basis for Cost Proposal:						
1) Right of Way fees are based on an 11 month Right of Way Acquisition Schedule.						
2) Acquisition services will be required for 22 parcels as identified in the Right of Way drawings provided.						
3) No relocation assistance or planning will be required.						
4) Title Reports, Plat maps and legal descriptions will be provided by City.						
5) Bi-Monthly Project Status Meetings in-person or via telephone						

ORDINANCE NO. 6253

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2020-21
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 2020-21, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds for the Dry Creek Greenway East Phase 1 Trail project, per request of the Public Works Department, as listed on the attached Request for Budget Adjustment in the amount of \$265,000.

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: Cathy Gosalvez FISCAL YEAR: 2020/21
 PREPARER NAME & TITLE: Cathy Gosalvez, Assistant Engineer COUNCIL DATE (if applicable): 8/5/20
 DEPARTMENT/DIVISION: Public Works/Engineering ORDINANCE: _____

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6520	6587	84001	400022	165,000	Capital Outlay for project #400022
6520	5080	84001	400022	100,000	Secondary Labor for project #400022
TOTAL				265,000	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6520	4425	84001	400022	265,000	LTF to pay for Professional Services [\$165,000] & Secondary Labor [\$100,000] for project #400022
TOTAL				265,000	

NET ADJUSTMENT	-
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FUND BALANCE

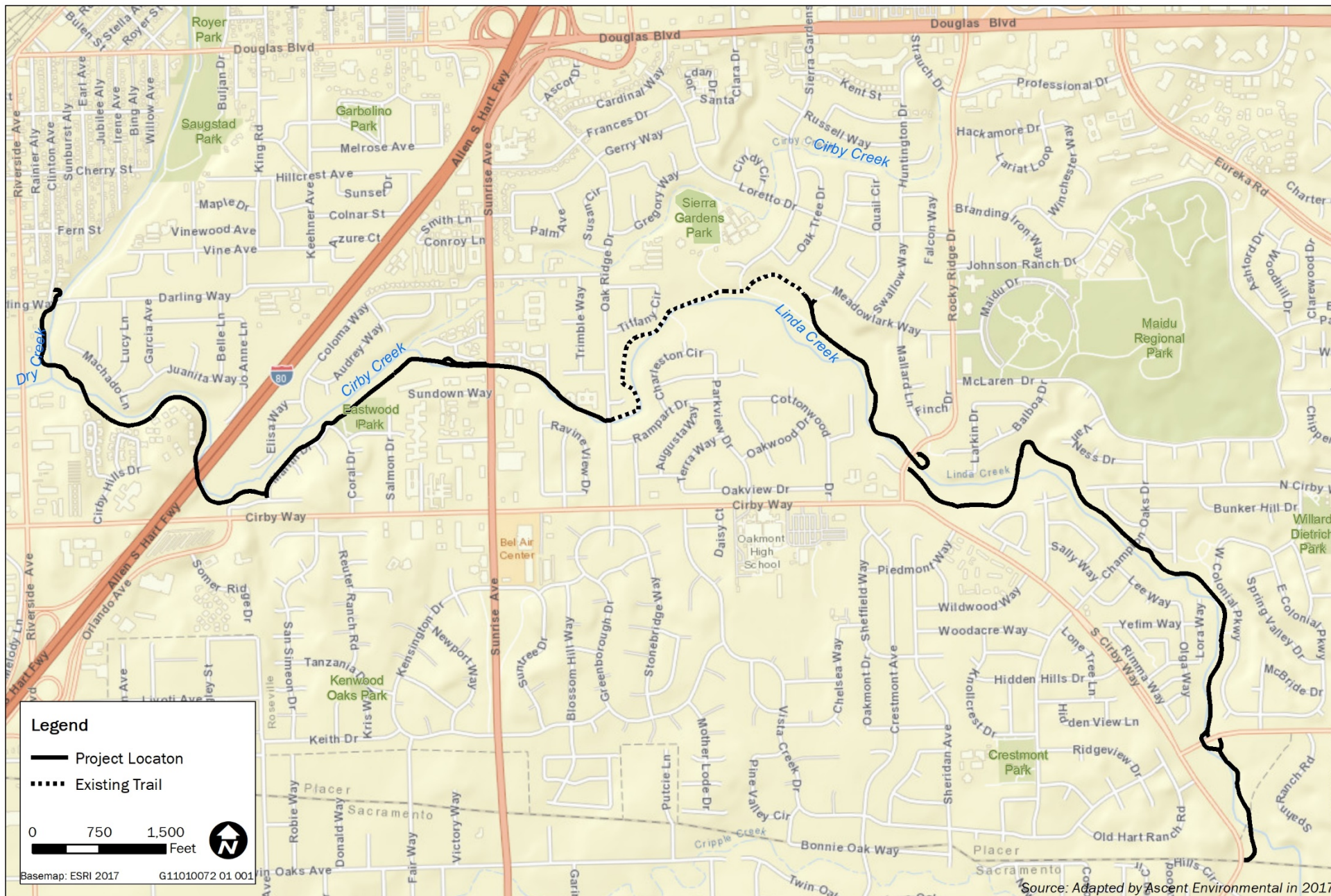
ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
TOTAL				-	

Justification for Budget Adjustment:

This recommended budget adjustment will increase the Dry Creek Greenway Community Planning and Outreach Project (400022) budget by \$265,000 for right of way services and related staff time. The funding for this increase will come from the State of California, Local Transportation Fund (LTF). If approved, this adjustment will bring the total project expenditure budget to \$3,160,776.

REQUIRED APPROVALS:			
REQUESTING DEPARTMENT HEAD / DESIGNEE		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



Dry Creek Greenway East Trail

Project Location





COUNCIL COMMUNICATION

CC #: 0920

File #: 0206-03-01

Title: Second Reading - Creekview Community Facilities District No. 2 (Public Service) - Levying Special Tax
Contact: Jeannine Thrash 916-774-5473 jthrash@roseville.ca.us

Meeting Date: 8/5/2020

Item #: 7.28.

RECOMMENDATION TO COUNCIL

ORDINANCE NO. 6255 OF THE COUNCIL OF THE CITY OF ROSEVILLE LEVYING SPECIAL TAX WITHIN CREEKVIEW COMMUNITY FACILITIES DISTRICT NO. 2 (PUBLIC SERVICES), for second reading and adoption.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ENVIRONMENTAL REVIEW

Not applicable.

Respectfully Submitted,

Jeannine Thrash, Administrative Analyst

Dennis Kauffman, Assistant City Manager/Chief Financial Officer

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

Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance No. 6255

ORDINANCE NO. 6255

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE LEVYING SPECIAL TAX WITHIN CREEKVIEW COMMUNITY FACILITIES DISTRICT NO. 2 (PUBLIC SERVICES)

WHEREAS, pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, sections 53311, *et. seq.*, of the California Government Code (the "Act"), on June 3, 2020, this City Council (the "Council") of the City of Roseville (the "City"), adopted its resolution entitled "A Resolution of Intention to Form Creekview Community Facilities District No. 2 (Public Services) and Future Annexation Area" (the "Resolution of Intention"), and has conducted proceedings (the "Proceedings") to establish "City of Roseville Creekview Community Facilities District No. 2 (Public Services)" (the "CFD") and a future annexation area thereto known as "City of Roseville Creekview Community Facilities District No. 2 (Public Services) (Future Annexation Area)" (the "Future Annexation Area") pursuant to the Mello-Roos Community Facilities Act, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53311, of the California Government Code (the "Act") to finance certain public services (the "Services") as provided in the Act;

WHEREAS, pursuant to notice as specified in the Act, and as part of the Proceedings, the Council has held a public hearing under the Act relative to the determination to proceed with the formation of the CFD and the Future Annexation Area and the rate and method of apportionment of the special tax ("Special Tax") to be levied within the CFD to finance the Services, and at such hearing all persons desiring to be heard on all matters pertaining to the formation of the CFD and the Future Annexation Area and the levy of the Special Tax were heard, substantial evidence was presented and considered by this Council and a full and fair hearing was held;

WHEREAS, upon the conclusion of the hearing, this Council adopted its "A Resolution of Formation of Community Facilities District and Future Annexation Area" (the "Resolution of Formation"), pursuant to which it completed the Proceedings for the establishment of the CFD and the Future Annexation Area, the authorization of the levy of the Special Tax within the CFD and the calling of an election within the CFD on the propositions of levying the Special Tax and establishing an appropriations limit within the CFD, respectively;

WHEREAS, parcels within the Future Annexation Area may be annexed to the CFD with the unanimous approval (each, a "Unanimous Approval") of the owner or owners of each parcel or parcels at the time that parcel or those parcels are annexed to the CFD, without any requirement for further public hearings or additional proceedings; and

WHEREAS, on July 15, 2020, a special election was held among the landowner voters within the CFD at which such voters approved such propositions by the two-thirds vote required by the Act, which approval has been confirmed by resolution of this Council.

NOW, THEREFORE, THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. By the passage of this Ordinance, the Council hereby authorizes and levies the Special Tax within the CFD (including any parcel or parcels in the Future Annexation Area that annex into the CFD at rate to be determined at the time of annexation) pursuant to the Act, at the rate and in accordance with the rate, method of apportionment and manner of collection of special tax for the CFD set forth in the Resolution of Formation which rate and

method is by this reference incorporated herein. As contemplated by the rate and method of apportionment of the Special Tax, parcels may annex into the CFD in the future within a different tax zone(s) and may have different maximum annual special tax rate(s). The Special Tax is hereby levied commencing in fiscal year 2020-21, and in each fiscal year thereafter to pay for the Services for the CFD, as contemplated by the Resolution of Formation and the Proceedings and all costs of administering the CFD.

SECTION 2. The Chief Financial Officer of the City or designee, or an employee or consultant of the City, is hereby authorized and directed each fiscal year to determine the specific Special Tax to be levied for the next ensuing fiscal year for each parcel of real property within the CFD (including any parcel or parcels in the Future Annexation Area that annex into the CFD at rate to be determined at the time of annexation), in the manner and as provided in the Resolution of Formation.

SECTION 3. Exemptions from the levy of the Special Tax shall be as provided in the Resolution of Formation and the applicable provisions of the Act. In no event shall the Special Tax be levied on any parcel within the CFD in excess of the maximum Special Tax specified in the Resolution of Formation.

SECTION 4. All of the collections of the Special Tax shall be used as provided in the Act and in the Resolution of Formation, including, but not limited to, the payment of costs of the Services, the payment of the costs of the City in administering the CFD, and the costs of collecting and administering the Special Tax.

SECTION 5. The Special Tax shall be collected in the same manner as ordinary ad valorem taxes are collected and shall have the same lien priority, and be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for ad valorem taxes; provided, however, that the Council may provide for other appropriate methods of collection by resolution(s) of the Council. In addition, the provisions of Section 53356.1 of the Act shall apply to delinquent Special Tax payments. The Chief Financial Officer of the City is hereby authorized and directed to provide all necessary information to the auditor/tax collector of Placer County in order to effect proper billing and collection of the Special Tax, so that the Special Tax shall be included on the secured property tax roll of Placer County for fiscal year 2020-21 and for each fiscal year thereafter until no longer required to pay for the Services or until otherwise terminated by the City.

SECTION 6. If for any reason any portion of this ordinance is found to be invalid, or if the Special Tax is found inapplicable to any particular parcel within the CFD (including any parcels in the Future Annexation Area that annex into the CFD), by a court of competent jurisdiction, the balance of this ordinance and the application of the Special Tax to the remaining parcels within the CFD shall not be affected.

SECTION 7. This ordinance shall be effective at the expiration of thirty (30) days from the date of its adoption.

SECTION 8. 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 _____, 2020, on the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

ATTEST:

MAYOR

City Clerk



COUNCIL COMMUNICATION

CC #: 0907
File #: 0102-06

Title: Proclamation - 19th Amendment Centennial Commemoration
Contact: Katrina Six 916-774-5267 kmsix@roseville.ca.us

Meeting Date: 8/5/2020
Item #: 7.29.

RECOMMENDATION TO COUNCIL

Recommend that residents and civic institutions celebrate the 100th Anniversary of the passage and ratification of the 19th Amendment to the Constitution of the United States providing for women's suffrage; reaffirm the opportunity for students and adults in the City to learn about and commemorate the efforts of the women's suffrage movement and the role of women in our democracy; and to reaffirm our desire to continue to strengthen democratic participation and to inspire future generations to cherish and preserve the historic precedent established under the 19th Amendment.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

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.

Respectfully Submitted,

Katrina Six, Deputy City Clerk

Sonia Orozco, City Clerk



Dominick Casey, City Manager

ATTACHMENTS:

Description

Proclamation

CITY OF ROSEVILLE



19th AMENDMENT CENTENNIAL COMMEMORATION

August 5, 2020

WHEREAS, the bold, courageous and powerful women who fought for the ratification of the 19th Amendment to the United States Constitution on August 18, 1920, deserve special celebration by the City of Roseville on the 100th Anniversary of its ratification in 2020; and

WHEREAS, California was the 18th state to ratify the 19th Amendment on November 1, 1919; and

WHEREAS, California holds a special place in women's suffrage history as thousands of California women advocated for the right to vote on the streets, in the newspapers, in the state capital and throughout the great state; and

WHEREAS, California women gained the right to vote with the passage of Amendment 8 to the state constitution in 1911 – nearly a decade before women voted nationally; and

WHEREAS, the 19th Amendment did not guarantee suffrage for all women, including Native Americans who did not gain the right to vote until 1924. For Asian Pacific Islander Americans it was 1952. African-American and Latina Americans suffered voter suppression until passage of the Voting Rights Act of 1965 and 1975; and

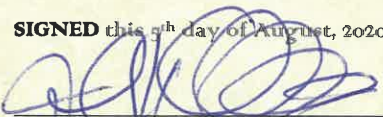
WHEREAS, the fact that today women hold political office at the local, state and national levels and are running for office in unprecedented numbers exemplifies the importance of inclusive and participatory government accessible to all residents; and

WHEREAS, the 19th Amendment to the United States Constitution has played an important role in advancing the voice of women; and

NOW, THEREFORE, I, JOHN B. ALLARD II, MAYOR OF THE CITY OF ROSEVILLE, CALIFORNIA, do hereby recommend that residents and civic institutions celebrate the 100th Anniversary of the passage and ratification of the 19th Amendment, providing for women's suffrage, to the Constitution of the United States;

reaffirm the opportunity for students and adults in the City to learn about and commemorate the efforts of the women's suffrage movement and the role of women in our democracy; and reaffirm our desire to continue to strengthen democratic participation and to inspire future generations to cherish and preserve the historic precedent established under the 19th Amendment.

SIGNED this 5th day of August, 2020.



JOHN B. ALLARD II, MAYOR

ATTEST:

SONIA OROZCO, CITY CLERK
CITY OF ROSEVILLE, CALIFORNIA





COUNCIL COMMUNICATION

CC #:

File #:0102-10

Title: Resolution - Josie Shrieve
Contact: Katrina Six 916-774-5267 kmsix@roseville.ca.us

Meeting Date: 8/5/2020

Item #: 7.30.

RECOMMENDATION TO COUNCIL

Commend Josie Shrieve on her kind gestures which has made a difference in the community.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonable foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3)). Ceremonial documents do not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Katrina Six, Deputy City Clerk

Sonia Orozco, City Clerk



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution

CITY OF ROSEVILLE



OF

COMMENDATION

WHEREAS, Josie Shrieve, is making a difference in the community; and
WHEREAS, on March 24, 2020, Josie desired to help fight COVID-19 in a meaningful way by sewing masks using fabric from her own collection; and
WHEREAS, even with an elastic shortage, Josie ordered it from overseas, waiting weeks for its arrival to continue her efforts; and
WHEREAS, after Josie's sewing machine gave out, she dug out her 50 year old machine from storage and received a new machine for Mother's Day; and
WHEREAS, over a 16 week period, Josie provided 1,000 masks to friends and family, local Roseville businesses, area hospitals, The Gathering Inn, and the Roseville Community Volunteer Force to pass out at our Free Mask Giveaway events; and
WHEREAS, with local schools preparing to open in the Fall, Josie has turned her focus to making masks for children at local elementary schools; and
NOW, THEREFORE, I, JOHN B. ALLARD II, MAYOR OF THE CITY OF ROSEVILLE, CALIFORNIA, do hereby commend **Josie Shrieve** on her kind gestures which has made a difference in the community.

SIGNED this 5th day of August, 2020.

JOHN B. ALLARD II, MAYOR

ATTEST:

SONIA OROZCO, CITY CLERK
CITY OF ROSEVILLE, CALIFORNIA





COUNCIL COMMUNICATION

CC #: 0917

File #: 0209

Title: Tower Theatre - Option Agreement
Contact: Wayne Wiley 916-774-5283 wwiley@roseville.ca.us

Meeting Date: 8/5/2020

Item #: 8.1.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council take the following action:

1. Adopt a Resolution finding that the Tower Theatre is surplus, not necessary for the City's use, and exempt from the Surplus Land Act and authorizing the City Manager to execute an assignable option to the University Development Foundation to purchase the Tower Theatre located at 417 Vernon Street.

BACKGROUND

The Tower Theatre is a historic Art Deco style theatre located at 417 Vernon Street within the Downtown Roseville Specific Plan. Originally built in the 1940's, the 16,000 square-foot, 200-seat venue is currently owned by the City of Roseville and is one of two theatres located within the Downtown core.

In 1989, Angelo K. Tsakopoulos donated the Tower Theatre to the City of Roseville. As part of that transaction, deed restrictions were recorded on the property prohibiting the sale of the building without Mr. Tsakopoulos' consent and restricting the use of the facility for the benefit of the arts in perpetuity. In the thirty years since Mr. Tsakopoulos donated the property, the City has utilized portions of the building for arts and other uses approved by Mr. Tsakopoulos, but the City has been unable to establish a suitable artistic use or user of the Tower Theatre on a long-term basis.

The City has determined that the ongoing costs of owning and maintaining the Tower Theatre exceed the benefits to the City subject to the deed restrictions. Mr. Tsakopoulos has refused the City's request to remove the deed restrictions as he wants the Tower Theatre to continue to be used for the benefit of the arts and the City cannot sell the property without his consent. If the City is unwilling or unable to comply with the deed restrictions, the law requires that the property be returned to the original grantor. Alternatively, the property can be disposed of pursuant to the grantor's consent. At this time, with Mr. Tsakopoulos' consent, the City proposes to sell the property to the University Development Foundation (UDF) in an effort to support the recruitment of higher education to the region.

Evaluation

The City, Mr. Tsakopoulos, and the UDF are involved in long-term efforts to induce a private university that would establish a campus in the City of Roseville and/or in the surrounding area. It is anticipated that such a university may desire to include the Tower Theatre within its campus to promote arts and entertainment uses (consistent with the original deed restrictions placed on the property). Therefore, all parties are entering into an assignable option agreement for the purpose of giving the UDF (or designated assignee) the opportunity to investigate and potentially acquire the Tower Theatre on the terms and conditions set forth in the attached Agreement.

Agreement

The assignable option agreement sets forth the terms and conditions under which the UDF may purchase the property over the next year (see Attachment 1). Below is a summary of the agreement and outline of the terms and conditions of particular note:

- Purpose – The UDF desires to acquire an exclusive, assignable option to purchase the Tower Theatre property for the terms and conditions outlined below.
- Effective Date - The “Effective Date” of this Agreement shall be the first date on which the City, UDF, and Mr. Tsakopoulos have signed the Agreement.
- Leases - Portions of the Tower Theatre property are leased to third parties on a short-term basis, per lease agreements with the City. With the exception of the Tower Barber Salon barbershop, the City shall terminate all lease agreements prior to the Close of Escrow.
- Roof Replacement - The City shall replace the roof at its sole cost and expense during the Option Term. The selection of the new roof design and materials shall be made by City, subject to UDF’s prior written approval.
- Audio/Video Equipment - During the Option Term, City and the UDF shall work on a plan to remove the A/V Equipment, or sale of the A/V Equipment to the UDF. Absent such an agreement, the City shall have the right, but not the obligation, to remove any A/V Equipment from the Tower Theatre no later than the Close of Escrow.
- Grant of Option – The City grants the UDF the exclusive option to purchase the Tower Theatre property.
- Option Term - The term of the Option shall be twelve (12) months, commencing on the date all parties sign the proposed agreement.
- Purchase Price - The “Purchase Price” for the property shall be one dollar (\$1.00) and shall be paid at the Close of Escrow.

Surplus Land Act Exemption

The City does not have to comply with California’s Surplus Land Act procedures described in Section 54220 et seq. of the California Government Code (the “Code”) in order to convey this property to UDF. The Code defines “surplus land” as land owned by any governmental agency that is determined to be no longer necessary for the agency’s use. Prior to disposal of surplus land, the disposing agency must notify local public and affordable housing developers, park, recreation and open space agencies, and school districts of the availability of the surplus land and the agency must negotiate in good faith with any entity that responds to the notice. However, certain public lands are exempt from this notice requirement.

According to Section 54221(f)(1)(G) of the Code, surplus land that is subject to valid legal restrictions that are not imposed by the local agency and that would make housing prohibited are exempt, unless there is a feasible method to satisfactorily mitigate or avoid the prohibition on the site. Here, the deed restrictions requiring that the Tower Theatre be used for the benefit of the arts was placed on the property by the original grantor, Mr. Tsakopoulos, not the City, and he has refused to remove the deed restrictions so that other uses, such as housing, could be constructed. The City, as grantee, does not have the power to remove the deed restrictions. Therefore, this transaction is exempt from the Surplus Land Act procedures.

Disposition Under the Municipal Code

Pursuant to Roseville Municipal Code Section 4.12.110(B), any interest in real property may be sold or otherwise disposed of as long as the City Council finds that such disposition is in the City's best interest. Council can make that finding here because the liability and ongoing costs of owning and maintaining the Tower Theatre exceed the revenue generated from the venue. Selling the property will not only reduce the City's expenses, but may help in attracting a university to the downtown. Having a university downtown will result in students, professors and university visitors patronizing our downtown businesses which in turn will result in additional sales tax revenue. Overall, disposition of the Tower Theatre is in the City's best interest.

FISCAL IMPACT

The liability and ongoing costs of owning and maintaining the Tower Theatre exceed the revenue generated from renting out the theatre to short term tenants. As such, selling the property will reduce the City's expenses. In addition, attracting a university to our region that utilizes the Tower Theatre on a continuous and long-term basis will result in additional traffic downtown which may increase patronage of our downtown businesses and result in additional sales tax revenue.

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 proposed activity meets the above criteria and no additional environmental review is required.

Respectfully Submitted,

Wayne Wiley, Economic Development Manager

Laura Matteoli, Economic Development Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 20-319

Attachment 1 - Option Agreement

RESOLUTION NO. 20-319

DECLARING 417 VERNON STREET AS SURPLUS PROPERTY, APPROVING AN OPTION AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND UNIVERSITY DEVELOPMENT FOUNDATION, AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, in 1989, Angelo K. Tsakopoulos donated the Tower Theatre at 417 Vernon Street to the City of Roseville and as part of that transaction, deed restrictions were recorded on the property prohibiting the sale of the building without Mr. Tsakopoulos' consent and restricting the use of the facility for the benefit of the arts in perpetuity; and

WHEREAS, at this time, with Mr. Tsakopoulos' consent, the City proposes to sell the property to the University Development Foundation (UDF) in an effort to support the recruitment of higher education to the region; and

WHEREAS, according to Section 54221(f)(1)(G) of the California Government Code, surplus land that is subject to valid legal restrictions that are not imposed by the local agency and that would make housing prohibited are exempt, unless there is a feasible method to satisfactorily mitigate or avoid the prohibition on the site; and

WHEREAS, the City, as grantee, does not have the power to remove the deed restrictions placed on the property by the original grantor, Mr. Tsakopoulos, and therefore the City does not have to comply with California's Surplus Land Act procedures described in Section 54220 et seq. of the California Government Code in order to convey this property to UDF; and

WHEREAS, an assignable Option Agreement, which sets forth the terms and conditions under which the UDF may purchase the property over the next year, has been reviewed by the City Council; and

WHEREAS, selling the City-owned parcel at 417 Vernon Street will not only reduce the City's expenses, but may help in attracting a university to the downtown which in turn could result in additional sales tax revenue; and

WHEREAS, according to Roseville Municipal Code §4.12.110(B), the City may dispose of real property without sealed bids... "pursuant to a finding by the city council that such disposition is in the city's best interest..."; and

WHEREAS, staff recommends City Council declare 417 Vernon Street as surplus property; and

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Roseville finds and declares 417 Vernon Street as surplus, and determines that it is exempt from the Surplus Land Act pursuant to Govt. Code §54221(e)(2); and

BE IT FURTHER RESOLVED that the Council of the City of Roseville finds that it is in the best interest of the City to dispose of the parcel at 417 Vernon Street.

BE IT FURTHER RESOLVED by the Council of the City of Roseville that said Option Agreement is hereby approved and 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 _____, 2020, by the following vote on roll call:

AYES COUNCILMEMBERS:
NOES COUNCILMEMBERS:
ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

OPTION AGREEMENT

THIS OPTION AGREEMENT (“**Agreement**”) dated as of _____, 20__, is made by and between the CITY OF ROSEVILLE, a municipal corporation (“**City**”), and UNIVERSITY DEVELOPMENT FOUNDATION, a non-profit public benefit corporation formed under the laws of the District of Columbia (“**Optionee**”), who agree as follows:

ARTICLE 1. BACKGROUND AND GENERAL.

1.1. Property History.

1.1.1. Donation of Property to City, with Restrictions. In 1989, Angelo K. Tsakopoulos (“**Tsakopoulos**”) donated to City, by that certain Gift Grant Deed recorded in the Official Records of Placer County at Book 3794, Page 633 (the “**Gift Deed**”), certain real property (the “**Donated Property**”) located in the City of Roseville, Placer County (the “**County**”), State of California (the “**State**”). The Gift Deed provides that: (i) no portion of the Donated Property may be sold during Tsakopoulos’s lifetime without Tsakopoulos’s consent; and (ii) certain portions of the Donated Property shall be used in perpetuity for the benefit of the arts (collectively, the “**Deed Restrictions**”).

1.1.2. Tower Theater. Situated on a portion of the Donated Property is the Tower Theater (as defined below). In the thirty years since Tsakopoulos’s donation of the Donated Property, the City has put portions of the Donated Property to arts and other uses approved by Tsakopoulos, but the City has been unable to establish a viable artistic use or user of the Tower Theater. The City has determined that the ongoing costs of owning and maintaining the Tower Theater exceed the benefits to the City of owning the Tower Theater subject to the Deed Restrictions.

1.1.3. University; Option. The City, Tsakopoulos, and Optionee are all involved in and supportive of long-term efforts to induce a private university to establish a campus in the City of Roseville and/or the surrounding area. The City, Tsakopoulos, and Optionee anticipate that such a university may desire to include the Tower Theater within its campus. The parties are entering into this Agreement for the purpose of giving Optionee and its approved assignees as set forth below the opportunity to investigate and potentially acquire the Tower Theater on the terms and conditions set forth in this Agreement.

1.2. Property Terms.

1.2.1. Real Property. City is the owner of that certain parcel of land and improvements thereon, subject to Deed Restrictions, commonly known as the “**Tower Theater**” located within the City, in Placer County (the “**County**”), State of California (the “**State**”) which land is more particularly described in Exhibit A, attached hereto and incorporated herein (the “**Real Property**”).

1.2.2. Option Property. For purposes of this Agreement, the “**Option Property**” means the Real Property, together with all rights and appurtenances pertaining to the Real Property.

1.3. Purpose. Optionee desires to acquire an exclusive, assignable option to purchase the Option Property, for the term and upon the terms and conditions set forth in this Agreement. The purpose of this Agreement is to grant Optionee the exclusive right and option to purchase the Option Property for the term, and upon the terms and conditions set forth herein.

1.4. Definitions. Capitalized terms used in this Agreement shall have the meanings ascribed to them by the section in which such term is first defined. This Agreement includes all exhibits, schedules and other attachments hereto.

1.5. Escrow Holder. Title and escrow services for the transactions contemplated in this Agreement shall be provided by Placer Title Company (“**Escrow Holder**”) located at 2901 K Street, Suite 390, Sacramento, California 95816, Attn: Jenny Vega.

1.6. Effective Date. Promptly following execution of this Agreement by City, Optionee and Tsakopoulos, the parties shall deliver an executed copy of this Agreement to Escrow Holder. The “**Effective Date**” of this Agreement shall be the last to occur of the following: (i) the first date on which each of City, Optionee, and Tsakopoulos have fully signed and initialed this Agreement where indicated; and (ii) the date on which the Roseville City Council passes a resolution approving this Agreement and City’s performance under this Agreement. Immediately following the Effective Date, Escrow Holder shall execute and fill in the Effective Date on the Acceptance by Escrow Holder attached hereto, and shall deliver fully dated, signed and initialed copies of this Agreement to the City, Optionee and Tsakopoulos.

1.7. Leases. Portions of the Option Property are leased to third parties, pursuant to written, month-to-month lease agreements with the City (the “**Leases**”). With the exception of the Tower Barber Salon barbershop located at 415 Vernon Street in Roseville, City shall terminate any and all such lease agreements prior to the Close of Escrow.

1.8. Roof Replacement. City has disclosed to Optionee that the Tower Theater roof is in a state of disrepair and is in need of replacement. City shall replace the roof at City’s sole cost and expense during the Option Term. The selection of the new roof design and materials shall be made by City, subject to Optionee’s prior written approval. The replacement roof system shall be subject to a transferrable warranty on a commercially reasonable form, for a period of not less than ten (10) years.

1.9. Audio/Video Equipment. City owns certain items of audio/video equipment that have been installed within the Tower Theater (the “**A/V Equipment**”). As of the date of this Agreement, no complete inventory or valuation of the A/V Equipment has been completed by the City. During the Option Term, City and Optionee shall work together in good faith to agree upon a plan for the removal of the A/V Equipment, or the sale of the A/V Equipment to Optionee. Absent such an agreement, City shall have the right, but not the obligation to remove any and all A/V Equipment from the Tower Theater no later than the Close of Escrow, but all

costs and expenses of such removal and all costs and expenses of repairing any damage to the Tower Theater that results from the removal of such A/V Equipment shall be paid by City.

ARTICLE 2. GRANT OF OPTION; TERMS OF PURCHASE AND SALE.

2.1. Grant of Option. City hereby grants Optionee the exclusive option (“**Option**”) to purchase the Option Property, for the Option Term (as hereinafter defined), upon all the terms and conditions set forth in this Agreement.

2.2. Option Consideration. Within five (5) business days following the Effective Date, Optionee shall deposit with Escrow Holder, cash or other immediately available funds in the amount of One Dollar (\$1.00) (the “**Option Consideration**”). Escrow Holder shall hold the Option Consideration pending the close of Escrow or sooner termination of this Agreement.

2.3. Option Term; Exercise.

2.3.1. Option Term. The term of the Option (the “**Option Term**”) shall be twelve (12) months, commencing on the Effective Date and ending on the one-year anniversary of the Effective Date.

2.3.2. Exercise. Optionee shall exercise the Option, if at all, by written notice of exercise (“**Exercise Notice**”) delivered to City any time during the Option Term.

2.4. Purchase and Sale. If Optionee properly exercises the Option, City shall sell the Option Property to Optionee, and Optionee shall purchase the Option Property from City on the remaining terms and conditions specified in this Agreement.

2.4.1. Purchase Price. The “**Purchase Price**” for the Option Property shall be One Dollar (\$1.00). The Purchase Price for the Option Property shall be paid in cash or other immediately available funds, at the Close of Escrow.

ARTICLE 3. ESCROW.

3.1.1. Opening. The purchase and sale of the Option Property shall be consummated through an escrow (“**Escrow**”) opened with Escrow Holder by depositing this Agreement in accordance with Section 1.6.

3.1.2. Instructions. This Agreement constitutes escrow instructions to Escrow Holder. Any supplemental escrow instructions given to Escrow Holder shall be consistent with the terms of this Agreement and shall provide that, as between the parties, the terms of this Agreement shall prevail if there is any inconsistency.

3.1.3. Close of Escrow; Closing Date. “**Closing**,” “**Closing Date**” and the “**Close of Escrow**” each mean the date upon which the deed to the Option Property is recorded with the Placer County Recorder. The Close of Escrow shall occur no later than thirty (30) days after the delivery of an Exercise Notice.

3.1.4. Costs. Charges and expenses incurred in the Escrow are to be borne by the parties as follows:

A. City's Costs. City shall bear one-half of the cost of the title insurance premium attributable to an ALTA Standard Coverage title policy issued at the Close of Escrow, all transfer and similar taxes imposed on the deed (if any) and one-half (½) of any Escrow fees and other typical closing costs.

B. Optionee's Costs. Optionee shall bear the remaining one-half of the cost of the title insurance premium attributable to an ALTA Standard Coverage title policy issued at the Close of Escrow, 100% of the increment of the title insurance premium attributed to any ALTA extended owners coverage, and the remaining one-half (½) of any Escrow fees and other typical closing costs.

C. Miscellaneous Costs. All other fees and miscellaneous costs not specifically allocated above shall be borne equally by the parties.

D. Legal Fees. Each party shall bear its own legal fees and other non-Escrow expenses.

3.1.5. Prorations and Adjustments. Rents and other receivables affecting the Option Property, and all other items of expense and revenue for the Option Property (collectively, "**Income and Expenses**"), shall be prorated as of the Close of Escrow. Optionee shall pay all real property taxes, special Mello-Roos taxes, any similar taxes and assessments imposed upon the Option Property (collectively, "**Taxes and Assessments**") for periods from and after the Close of Escrow.

3.1.6. Deliveries to Escrow by City. Prior to Closing, City shall deliver into Escrow the following items to be delivered and/or recorded at Closing:

A. Grant Deed. A duly executed and acknowledged grant deed conveying the Option Property to Optionee, in the form attached hereto as **Exhibit B**.

B. Nonforeign Certification. A sworn Affidavit stating under penalty of perjury that City is not a "foreign person" as such term is defined in Section 1445(f)(3) of the Internal Revenue Code of 1986, as amended (the "**Code**"), or such other evidence as Optionee and Escrow Holder may require showing that Optionee is not required to withhold taxes from the Purchase Price under Section 1445(a) of the Code.

C. California Franchise Tax Withholding. Evidence reasonably satisfactory to Optionee and Escrow Holder that City is exempt from the provisions of Section 18662 of the California Revenue and Taxation Code and that neither Optionee nor Escrow Holder is required to withhold any amounts from the Purchase Price pursuant thereto.

D. Miscellaneous. Such other documents and instructions as may be reasonably required by the Escrow Holder or Optionee in order to close Escrow in accordance with the terms of this Agreement.

3.1.7. Deliveries to Escrow by Optionee. Prior to the Closing, Optionee shall deliver into Escrow the following items to be delivered and/or recorded at Closing:

A. Closing Payments. The Purchase Price for the Option Property, and Optionee's share, if any, of any then-known prorations, fees and costs, in immediately available funds.

B. Miscellaneous. Such other documents and instructions as may be reasonably required by the Escrow Holder or City in order to close Escrow in accordance with the terms of this Agreement.

3.1.8. Deliveries to Escrow by Tsakopoulos. Prior to the Closing, Tsakopoulos, or his heirs, successors or assigns, shall deliver into Escrow the following items to be delivered and/or recorded at Closing:

A. Consent and Modification of Restrictions. One or more written instruments, in recordable form and approved by the City Attorney, confirming and evidencing Tsakopoulos's consent to the sale of the Option Property to Optionee or its assignee and confirming and evidencing the modification of the Deed Restrictions to allow the use of the Option Property for educational purposes.

ARTICLE 4. CONDITIONS TO CLOSING.

4.1. Optionee's Conditions to Escrow Closings. If Optionee timely exercises the Option, Optionee's obligation to purchase the Option Property and close the Escrow is subject to the fulfillment of each and every one of the conditions in this Section 4.1, each of which is expressly stated to be a condition precedent with respect to the particular property. Except where a different time period is specifically set forth, satisfaction of each condition shall occur no later than the Close of Escrow. If any of such conditions are not satisfied or waived by Optionee by the date for satisfaction, then Optionee shall have the right to terminate this Agreement by giving written notice to City, in which case the parties shall have no further obligation to each other, except for those obligations which are expressly stated to survive the Close of Escrow. Notwithstanding anything in this Agreement to the contrary, however, once Optionee delivers the Exercise Notice, Optionee shall not have the right to terminate this Agreement in the event that an Escrow fails to close solely as the result of the breach by Optionee of an obligation under this Agreement.

4.1.1. Feasibility. Optionee shall have the right to conduct such tests, investigations, studies and examinations with respect to the Option Property and such other matters as Optionee, in its sole and absolute discretion, deems appropriate to its determination of whether or not to exercise the Option and purchase the Option Property throughout the Option Term. Feasibility issues include all issues which Optionee determines to be relevant and material to its determination to purchase the Option Property, including, without limitation, political, planning, zoning and entitlement matters, geology, environmental, economic and marketing issues.

A. Feasibility Approval. If and when Optionee delivers the Exercise Notice, the Exercise Notice shall serve as written notice to City that Optionee has conducted its

feasibility review, approved the results of such review and wishes to proceed with this transaction. Optionee shall not be obligated to purchase the Option Property unless and until Optionee delivers the Exercise Notice.

B. Documents and Materials. No later than the thirtieth (30th) day following the Effective Date, City shall furnish Optionee with an inventory list of the documents, studies and materials related to Option Property (collectively, “**Documents and Materials**”) that City will make available to Optionee in an electronic data room, along with access to the data room containing such Documents and Materials. The inventory list, once provided by City, will be attached as **Schedule 4.1.1** hereto and incorporated herein. City makes no representation concerning the adequacy or accuracy of any of the Documents and Materials. These materials have been furnished solely for the purpose of assisting Optionee in conducting its due diligence, a part of which is Optionee’s independent determination as to the reliability and completeness of the information contained therein.

C. Right of Entry. Optionee and Optionee’s agents, employees, consultants, contractors, and authorized agents (collectively, “**Optionee’s Due Diligence Parties**”) shall have the right to enter on the Option Property from the Effective Date to the end of the Option Term or sooner termination of this Agreement to make such tests, surveys and other studies of the real property as Optionee deems appropriate.

(1) Optionee shall bear the entire cost of all tests and studies performed by Optionee or at Optionee’s direction. Optionee shall promptly furnish City with copies of all such tests and studies, and if Optionee terminates this Agreement, full ownership rights to such tests and studies, without any cost to City.

(2) Prior to entry onto the Option Property by Optionee or Optionee’s consultants and other contractors, Optionee shall furnish City with a copy of a policy of commercial general liability insurance issued by an insurance company licensed to issue commercial general liability policies in the State, having limits of no less than \$1 Million and naming City as an additional insured, covering Optionee’s entry on the Property, and Optionee’s obligations under this section.

(3) Optionee shall give City reasonable advance notice of any entry on the Option Property by Optionee or any of the Optionee’s Due Diligence Parties and shall conduct such entry in compliance with all applicable laws and otherwise in a manner reasonably acceptable to City. Optionee shall defend, indemnify, and hold City and the real property harmless from any and all costs, expenses, claims, losses, liabilities and demands arising from such entry onto the Option Property.

4.1.2. Title; Title Policy. At the close of Escrow, City shall convey the Option Property to Optionee by grant deed, subject only to the Permitted Exceptions (defined below), and, shall cause the Escrow Holder’s underwriter to issue the Optionee’s Title Policy (described below) with respect to the Option Property.

A. Preliminary Report; Optionee’s Title Notice. With respect to existing encumbrances on the Option Property, City shall cause Escrow Holder to deliver to

Optionee and City a preliminary title report and legible copies of all documents referred to therein covering the Option Property (collectively, the "**Preliminary Report**") no later than ten (10) days following the Effective Date. At any time, and from time to time, until 5:00 p.m. on date that is fifteen (15) business days prior to the end of the Option Term (the "**Title Review Period**") Optionee may give City one or more written notices (each, an "**Optionee's Title Notice**") of Optionee's approval or disapproval of each and every item or exception set forth in the Preliminary Report as amended from time to time. Optionee's failure to give the Optionee's Title Notice by the end of Title Review Period shall be deemed to be Optionee's approval of title to the Option Property as shown in the Preliminary Report as amended from time to time during the Title Review Period. Notwithstanding the foregoing, Optionee shall automatically be deemed to object to, and City shall automatically be deemed to agree to remove any deeds of trust, monetary judgments, or monetary liens other than the following: (a) nondelinquent general taxes and assessments; and (b) nondelinquent special taxes or assessments such as so-called Mello-Roos taxes.

B. City's Title Notice. In the event that an Optionee's Title Notice disapproves any exception, City shall have until the fifth (5th) business day following receipt of Optionee's Title Notice ("**City's Initial Title Response Period**"), to give Optionee written notice ("**City's Title Notice**") of those disapproved title matters, if any, which City is unwilling or unable to remove. The failure of City to give City's Title Notice by the end of City's Initial Title Response Period shall constitute City's refusal to remove all items objected to in the Optionee's Title Notice. City shall have until the Close of Escrow to remove those exceptions which City agrees to remove.

C. Permitted Exceptions. Those exceptions which Optionee approves pursuant to this section, and the documents which are to be recorded pursuant to the terms of this Agreement, are called the "**Permitted Exceptions.**"

D. Optionee's Title Policy. The title insurance policy issued at the Close of Escrow (the "**Optionee's Title Policy**") shall be an ALTA Standard Coverage Owner's policy of title insurance, with liability in the amount of the applicable Purchase Price (or such greater amount as the Title Company shall agree to) insuring title in Optionee to the Option Property, subject only to: (i) the Permitted Exceptions; (ii) the printed exceptions and exclusions common to ALTA Standard Coverage policies; and (iii) the other matters affecting title provided for elsewhere in this Agreement.

4.1.3. City's Performance. City shall have timely performed all of its material obligations under this Agreement, including, without limitation, the completion of the roof replacement required in Section 1.8.

4.1.4. Representations and Warranties True. Each and every one of City's representations and warranties contained in this Agreement shall be true and correct in every material respect.

4.2. City's Conditions to Close of Escrow. City's obligation to sell the Option Property and to close Escrow is subject to the fulfillment of each and every one of the conditions in this Section 4.2. Except where a different time period is specifically set forth, satisfaction of

each condition shall occur no later than the Close of Escrow for the portion of the Option Property being transferred through that Escrow. If any of such conditions are not satisfied or waived by City by the date for satisfaction, then City shall have the right to terminate this Agreement by giving written notice to Optionee, whereupon the parties shall have no further obligation to each other except for Optionee's obligations under Section 4.1.1. City shall not have the right to terminate this Agreement, however, where the failure of a condition resulted solely from the breach by City of an obligation under this Agreement.

4.2.1. Timely Delivery of Exercise Notice. Optionee shall have timely delivered the Exercise Notice pursuant to Section 2.3.2.

4.2.2. Closing Payments. No later than the end of the Option Term, Optionee shall have delivered into Escrow the balance of the Purchase Price of the Option Property, and Optionee's share, if any, of any then-known prorations, fees and costs, in immediately available funds.

4.2.3. Optionee's Performance. Optionee shall have timely performed all of its material obligations under this Agreement.

4.2.4. Representations and Warranties True. Each and every one of Optionee's representations and warranties contained in this Agreement shall be true and correct in every material respect.

ARTICLE 5. DISCLOSURES, DISCLAIMERS, REPRESENTATIONS AND WARRANTIES; DEFAULT BY CITY.

5.1. Representations and Warranties in General.

5.1.1. Knowledge Representations. Warranties or representations of City modified by a phrase such as "to the best knowledge" shall mean that the warranty or representation is given to the extent the subject matter is within the actual present knowledge of the Economic Development Director, or designee. The person identified in this Section 5.1.1 is the person within City who is most likely to possess whatever substantial information City may have regarding the subject matter of City's representations and warranties.

5.1.2. Exceptions; Exception Matters. The following shall be deemed exceptions to the representations and warranties of City contained in this Agreement: (i) all items specifically appearing in the Documents and Materials, as well as those matters set forth in this Agreement and its schedules and exhibits; (ii) matters actually discovered by Optionee prior to the execution and delivery of this Agreement by Optionee; and (iii) matters disclosed to Optionee in writing prior to Optionee's execution and delivery of this Agreement (collectively, the "**Exception Matters**"). If Optionee obtained actual knowledge of any Exception Matter before the execution hereof, but nonetheless elects to execute this Agreement, Optionee shall consummate the acquisition of the Option Property subject to such Exception Matter and City shall have no liability with respect to such Exception Matter, notwithstanding any contrary provision, representation or warranty contained in this Agreement.

5.1.3. Restatement. Except as otherwise provided in Section 5.3, the representations made by City in Section 5.2 shall be deemed to be restated by City immediately prior to the Close of Escrow.

5.1.4. Survival. The representations made by City in Section 5.2 shall survive for a period of one (1) year following the Close of Escrow.

5.2. Representations and Warranties by City. City acknowledges that the execution of this Agreement by Optionee is made in material reliance by Optionee on each and every one of the representations and warranties made by City in this Section 5.2. City hereby represents and warrants to Optionee that:

5.2.1. Authority. City has the right, power and authority to enter into this Agreement and to perform its obligations hereunder, and the person(s) executing this Agreement on behalf of City have the right, power and authority to do so. Subject to approval by the City Council, this Agreement constitutes the legal, valid and binding obligation of City enforceable against City in accordance with its terms. This Agreement does not violate any provision of any applicable law or any agreement or document to which City is a party or to which City is bound. City is a municipal corporation, organized as a charter city under the laws of the State of California.

5.2.2. No Grants. City has not granted to any party other than Optionee any option, contract or other agreement with respect to a purchase or sale of the Option Property, or any portion thereof or any interest therein, and with the exception of the Leases and the Permitted Exceptions, there are no other agreements or options which could create an obligation to another party.

5.2.3. No Condemnation. City has no knowledge of any condemnation proceedings relating to the Option Property.

5.2.4. No Default. To the best knowledge of City, City is not in default under, and no event has occurred which with the giving of notice or the passage of time, or both, would constitute a default under, any contract, transaction, agreement, covenant, condition, restriction, lease, easement, encumbrance or instrument pertaining to the Option Property.

5.2.5. No Environmental Conditions. To City's knowledge and belief, the Option Property is free of "contamination" from any "hazardous waste," any "hazardous substance," and any "oil, petroleum products, and their by-products," as such terms are defined by any federal, state, county or local law, ordinance, regulation or requirement applicable to any portion of the Option Property and including any regulations promulgated thereunder, as the same exist as of the Effective Date (collectively, "**Hazardous Substances**"). "Contamination" means the presence of Hazardous Substances at the Option Property that requires remediation or cleanup under any applicable law. The City has not used any Hazardous Substances on, from or affecting the Option Property in any manner that violates any applicable law, and to City's actual knowledge, no prior owner or user of the Option Property has used such substances on, from, or affecting the Option Property in any manner which violates any applicable law.

5.2.6. Pending Transactions, Suits or Proceedings. City has not been served with, and to City's actual knowledge there is no, litigation or arbitration pending or threatened in writing against City before any court of administrative agency against City's performance hereunder.

5.2.7. Leases and Contracts. Except as otherwise set forth in this Agreement or disclosed in the Documents and Materials, there are no leases or other contracts entered into by City (as owner of the Option Property) that will bind the Option Property or Optionee from and after the Close of Escrow.

5.2.8. Not a Foreign Person. City is not a "foreign person" within the meaning of Section 1445(f) of the Internal Revenue Code and City is not, nor is any person who owns a controlling interest in or otherwise controls City: (i) listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control ("OFAC"), Department of the Treasury, and/or on any other similar list maintained by the OFAC pursuant to any authorizing statute, Executive Order or regulation (collectively, "**OFAC Laws and Regulations**"); or (ii) a person either (A) included within the term "designated national" as defined in the Cuban Assets Control Regulations, 31 C.F.R. Part 515, or (B) designated under Sections 1(a), 1(b), 1(c) or 1(d) of Executive Order No. 13224, 66 Fed. Reg. 49079 (published September 25, 2001) or similarly designated under any related enabling legislation or any other similar Executive Orders (collectively, the "**Executive Orders**"). Neither City nor any of its principals or affiliates is (iii) a person or entity with which Optionee is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law, or that commits, threatens or conspires to commit or supports "terrorism" as defined in the Executive Orders, or (iv) is affiliated or associated with a person or entity listed in the preceding clause (iii). To the best knowledge of City, neither City nor any of its principals or affiliates, nor any brokers or other agents acting in any capacity in connection with the transactions contemplated herein (v) deals in, or otherwise engages in any transaction relating to, any property or interests in property blocked pursuant to the Executive Orders or (vi) engages in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law. As used herein, "**Anti-Terrorism Law**" means the OFAC Laws and Regulations, the Executive Orders and the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Pub. L. No. 107-56, 115 Stat. 272 (2001), as amended.

5.3. Discovery of Inaccuracy.

5.3.1. Notice. If, after the date of this Agreement, either party discovers any inaccuracy in any representation or warranty under this Agreement, whether made by that party or the other party, the discovering party shall promptly notify the other party in a written notice setting forth the particular representation or warranty which is inaccurate, and the nature of the inaccuracy discovered. For the avoidance of doubt, Exception Matters under Section 5.1.2 are automatically excluded from City's representations and warranties, and as a result, do not constitute inaccuracies for purposes of this Section 5.3.

5.3.2. Discovery Prior to Close of Escrow. If Optionee discovers any inaccuracy in any representation or warranty of City under this Agreement prior to the Close of Escrow,

Optionee shall have the right to terminate this Agreement within 10 calendar days of learning of such inaccuracy by giving notice to City. If Optionee fails to exercise its right to terminate this Agreement under this Section 5.3.2, Optionee shall be deemed to have accepted such inaccuracy, such inaccuracy shall thereupon become an exception to City's representations and warranties for all purposes under this Agreement and City shall have no post-Closing or other liability with respect to such inaccuracy.

5.4. Optionee's Remedies for City's Default. If the Close of Escrow does not occur solely as the result of the default of City, Optionee shall be entitled to either: (a) terminate this Agreement, in which event Optionee shall be entitled to an immediate return of all of the Option Consideration actually paid to City, and neither party shall have any further obligations under this Agreement, except as otherwise specified herein, or (b) Optionee may pursue the remedy of specific performance under this Agreement.

5.5. Hazardous Substances Indemnification. City shall, at City's sole expense and with counsel reasonably acceptable to Optionee, indemnify, defend, and hold harmless Optionee and Optionee's shareholders, directors, officers, employees, partners, affiliates, agents, successors, and assigns with respect to all losses arising out of or resulting from the presence of any Hazardous Substances on or under the Option Property existing prior to Close of Escrow or caused by City. The obligations of City under this paragraph shall not apply to hazardous substances existing on or under the Option Property prior to the City's original acceptance of the Gift Deed in 1989 and the obligations contained in this section 5.5 shall survive the Close of Escrow, and shall not be limited by the survival period set forth in Section 5.1.4.

ARTICLE 6. MISCELLANEOUS.

6.1. No Brokers or Commissions. Neither party has had any contact or dealings regarding the subject matter of this transaction through any licensed real estate broker or other person who can claim a commission or finder's fee as a procuring cause of the sale contemplated herein. Each party agrees to defend and indemnify the other against any claim for commission or other compensation based upon dealings with such party.

6.2. Notices. Any notices, requests, demands or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally (FedEx and similar services, each of which is hereinafter called an "**Express Courier**," shall be considered to be personal service) or by electronic mail (provided that no out-of-office or other automatically generated notice of failed or delayed receipt is generated), and upon receipt, if mailed to the party to whom notice is to be given, by first-class mail, registered or certified, postage prepaid, return receipt requested, and properly addressed as follows:

OPTIONEE:

University Development Foundation
Attn: Kyriakos Tsakopoulos
5309 Retreat Way
Carmichael, CA 95608
Telephone: 916-544-0026

Email: kyriakos@udfcommunity.com

CITY: City of Roseville
Attn: City Clerk
311 Vernon St
Roseville, CA 95678
Telephone: (916) 774-5325
Email: cityclerk@roseville.ca.us

With a copy to:

City Attorney's Office
Attn: Joseph Mandell, Esq.
311 Vernon St
Roseville, CA 95678
Telephone: (916) 774-5325
Email: JMandell@roseville.ca.us

TSAKOPOULOS: c/o Boutin Jones, Inc.
Attn: Michael J. Kuzmich, Esq.
555 Capitol Mall, Suite 1500
Sacramento, CA 95814
Telephone: (916) 321-4444
Email: mkuzmich@boutinjones.com

Any party may change its address for purposes of this section by giving the other party written notice of the new address in the manner set forth above.

6.3. Legal; Interpretation. The headings and captions of articles and sections used in this Agreement are for convenience only, and this Agreement shall be interpreted without reference to any headings or captions. Similarly, the presence or absence of language in prior drafts of this document shall not be used to interpret any provision hereof. This Agreement has been prepared and revised by attorneys for both parties, so any rule of law or construction that ambiguities are to be construed against the party responsible shall not apply. This Agreement shall be governed by the laws of the State of California. Venue for any dispute arising hereunder shall be Placer County, California.

6.4. Successors Bound. The provisions hereof shall be binding upon and inure to the benefit of the successors and assigns of Optionee and City; subject, however, to the limitation on assignment expressed in Section 6.5.

6.5. Assignment; Transfer. Except as otherwise expressly provided in this Section 6.5, Optionee shall not assign, transfer or convey any of its rights and/or obligations under this

Agreement and/or with respect to the Option Property without the prior written consent of City. Notwithstanding the restriction in the first sentence of this Section 6.5, Optionee shall have the right, upon written notice to City at least five (5) business days prior to the Close of the Escrow and subject to acceptance of the assignment by the applicable assignee, to assign its rights and interest under this Agreement to (i) an educational institution that qualifies as a tax exempt organization under the U.S. Internal Revenue Code or (ii) Tsakopoulos. Any attempted assignment to a person or entity other than in accordance with this Section 6.5 shall be void. No assignment of this Agreement by Optionee shall relieve the original Optionee from any of its obligations, liabilities or responsibilities under this Agreement. No proposed assignee shall be obligated to accept any assignment.

6.6. Time Periods. In the event that any time period set forth in this Agreement would otherwise expire on a Saturday, Sunday or holiday, such time period shall be deemed to be automatically extended to the next day which is not a Saturday, Sunday or holiday.

6.7. Time of Essence. Time is of the essence of this Agreement and of the Escrow provided for herein.

6.8. Attorneys' Fees. In the event any of the parties shall commence legal proceedings for the purpose of enforcing any provision or condition hereof, or by reason of any breach arising under the provisions hereof, then the successful party in such proceeding shall be entitled to court costs and reasonable attorneys' fees to be determined by the Court or Arbitrator. Without limiting the generality of the foregoing: (a) the prevailing party shall be entitled to recover its attorneys' fees and other legal expenses incurred in connection with a bankruptcy or other insolvency-related proceeding of the other party (and including such fees and expenses incurred in efforts, whether successful or not, to obtain adequate protection, annulment, modification or termination of the automatic stay); and (b) the prevailing party shall be entitled, in addition to and separately from the amounts recoverable under clause "(a)," to the payment by the losing party of the prevailing party's reasonable attorneys' fees, court costs and litigation expenses incurred in connection with any appellate review of the judgment rendered or of any other ruling in such action or proceeding, and any proceeding to enforce a judgment in such action and proceeding. It is the intent of the parties that the provisions of clause "(b)" be distinct and severable from the other rights of the parties under this Agreement, shall survive the entry of judgment in any action or proceeding and shall not be merged into such judgment.

6.9. Integration. This Agreement and the Exhibits hereto contain the entire agreement of the parties hereto, and supersede any prior written or oral agreements between them concerning the subject matter contained herein, including, without limitation, any letters of intent or letters of interest between the parties. THERE ARE NO REPRESENTATIONS, AGREEMENTS, ARRANGEMENTS OR UNDERSTANDINGS, ORAL OR WRITTEN, RELATING TO THE SUBJECT MATTER WHICH ARE NOT FULLY EXPRESSED HEREIN.

6.10. Additional Documents. From time to time prior to and after each Close of Escrow, each party shall execute and deliver such instruments of transfer and other documents as may be reasonably requested by the other party to carry out the purpose and intent of this Agreement.

6.11. Dependency and Survival of Provisions. The respective warranties, representations, covenants, agreements, obligations and undertakings of each party hereunder shall be construed as dependent upon and given in consideration of those of the other party and shall survive the Close of Escrow and delivery of the deed for the period set forth in Section 5.1.4 above.

6.12. Risk of Loss; Possession. Risk of loss shall remain with City until Closing. Possession of the Option Property and the risk of loss shall pass to Optionee at Closing.

6.13. Condemnation. In the event that a substantial portion of the Option Property shall be taken in condemnation or under the right of eminent domain after the Effective Date, or in the event that a substantial portion of the Option Property is damaged or destroyed after the Effective Date, Optionee, may either: (a) terminate this Agreement; or (b) proceed to close this transaction, in which case Optionee shall be entitled to the entire portion of the award and/or insurance proceeds which are attributable to the portion of the Option Property allocable to the portion thereof acquired by Optionee.

6.14. No Merger. All of the terms, provisions, representations, warranties, and covenants of the parties under this Agreement shall survive the Close of Escrow and shall not be merged in any deed or other documents.

6.15. Counterparts; Facsimile and PDF Signatures. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but which together shall constitute a single document. Signatures transmitted by facsimile and signatures transmitted by e-mailing a "PDF" signature shall be binding.

6.16. List of Schedules and Exhibits. The following schedule and exhibit are a part of this Agreement:

SCHEDULES:

Schedule 4.1.1 Documents and Materials

EXHIBITS.

Exhibit A Legal Description of the Option Property

Exhibit B Form of Grant Deed

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Option 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 OPTIONEE has caused this Option Agreement to be executed.

OPTIONEE:

UNIVERSITY DEVELOPMENT
FOUNDATION, a non-profit public benefit
corporation

By: _____

Name: Kyriakos Tsakopoulos

Its: President

CITY:

CITY OF ROSEVILLE, a municipal corporation

By: _____

DOMINICK CASEY City Manager

ATTEST

By: _____

SONIA OROZCO

City Clerk

APPROVED AS TO FORM:

By: _____

ROBERT R. SCHMITT

City Attorney

APPROVED AS TO SUBSTANCE:

By: _____

LAURA MATTEOLI

Economic Development Director

JOINDER AND CONSENT

The undersigned, Angelo K. Tsakopoulos, hereby acknowledges the statements made herein and consents to the sale of the Option Property to Optionee or its assignee (consistent with Section 6.5 of the foregoing Agreement), on the terms and conditions set forth in the foregoing

Agreement, and agrees that, at the Close of Escrow, he will deliver one or more written instruments, in recordable form and approved by the City Attorney, confirming and evidencing his consent to the sale of the Option Property to Optionee or its assignee and confirming and evidencing the modification of the Deed Restrictions to allow use of the Option Property for educational purposes, in addition to the allowed use for the benefit of the arts. The consent granted herein is irrevocable and, together with the obligations undertaken in this paragraph, is binding on the undersigned's heirs, successors and assigns.


ANGELO K. TSAKOPOULOS

ACCEPTANCE BY ESCROW HOLDER

The undersigned Escrow Holder hereby acknowledges that on the date set forth below, the undersigned received a fully executed duplicate original of the foregoing Option Agreement by and between City and University Development Foundation, affecting the Option Property. Subject to Escrow Holder's receipt of acceptable escrow instructions, Escrow Holder agrees to act as the Escrow Holder under this Agreement, and to comply with these instructions. Escrow Holder has assigned Escrow No. _____ to this transaction for that purpose.

PLACER TITLE COMPANY

BY: _____

EFFECTIVE DATE: _____, 20__

Schedule 4.1.1

Documents and Materials

**[TO BE PROVIDED BY CITY AND ATTACHED WITHIN 5 DAYS OF THE
EFFECTIVE DATE]**

EXHIBIT A

Legal Description of the Option Property

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA,
COUNTY OF PLACER, CITY OF ROSEVILLE, DESCRIBED AS FOLLOWS:

PARCEL 2 OF "PARCEL MAP FOR ROSEVILLE CIVIC PLAZA SUBDIVISION NO.
000019," FILED FOR RECORD SEPTEMBER 29, 2005, IN BOOK 32 OF PARCEL MAPS,
PAGE 99, PLACER COUNTY RECORDS.

APN: 013-0123-026-000

EXHIBIT B

Form of Grant Deed

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

APN:

(Space above this line for Recorder's use)

GRANT DEED

Documentary Transfer Tax is \$ _____

____ Computed on the full value of the property conveyed; OR

____ Computed on the full value less liens & encumbrances remaining at time of sale.

____ unincorporated area, or X City of Roseville

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

CITY OF ROSEVILLE ("Grantor"),

HEREBY GRANTS TO:

The following real property:

As set forth in Exhibit A attached hereto and made a part hereof.

subject to all matters of record, including, without limitation, that certain Gift Grant Deed recorded in the Official Records of Placer County at Book 3794, Page 633, which imposes certain restrictions on the use and conveyance of the subject property as set forth in such instrument.

Executed as of _____, 20__.

[Signature on following page]

GRANTOR:

CITY OF ROSEVILLE, a municipal corporation

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of _____)
)
County of _____) ss.

On _____, before me, _____
(here insert name and title of officer), personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)
on the instrument the person (s), or the entity(ies) upon behalf of which the person(s) acted,
executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that
the foregoing is true and correct.

WITNESS my hand and official seal.

[Seal]

EXHIBIT A
REAL PROPERTY DESCRIPTION

[To be inserted]



COUNCIL COMMUNICATION

CC #: 0901

File #: 0114

Title: Legislative and Regulatory Platform for State and Federal Advocacy – Police Body-Worn Cameras
Contact: Mark Wolinski 916-774-5179 mwolinski@roseville.ca.us

Meeting Date: 8/5/2020

Item #: 9.1.

RECOMMENDATION TO COUNCIL

Staff recommends the City Council approve the following language be added to the Public Safety section of the 2020 Legislative and Regulatory Platform for State and Federal Advocacy: *Support legislation and funding that would provide police body-worn cameras for state and local policing agencies.*

BACKGROUND

Over the years, the Roseville Police Department has taken active measures to ensure the department's policies and programs reflect the best practices in policing, including body-worn cameras. Despite the desire to offer this tool, funding has been a challenge due to lingering effects of the recession of 2008 and subsequent budget cuts to programs, facilities, and services that the City faced the subsequent decade. These budget challenges were thoroughly outlined and explained in videos, in-person meetings, social media, polls, community conversations, and direct-mail pieces through the 18-month EngageRoseville program that reached every household in the city.

The department has received many inquiries about body-worn cameras. Chief of Police, Jim Maccoun has stated publicly before that the City of Roseville and the Roseville Police Department have long seen the value in police body cameras as a measure of transparency. The recent discussions at both state and federal levels regarding new laws or regulations may provide a welcome opportunity for funding options as well as consistent standards for the technology and its application.

While funding and standard guidelines for body-worn cameras are pursued at the state and federal levels, the department remains invested in our community through the various programs and services it operates within the department. The department fully understands the critical role it plays in keeping our city safe, while at the same time safeguarding the trust it has, and continues to foster, between the department and the community.

Some of the actions and policies the department has implemented that reflect these ideals include the following:

- Has long been a proponent for clear policy coupled with ongoing and innovative training.
- Promoted accountability thorough internal investigation of every use-of-force or citizen complaint.
- Implemented training on implicit bias and procedural justice, de-escalation and racial profiling prevention, and a full range of less lethal use-of-force options.
- Established a Social Services Unit, with programs unlike any other law enforcement agency in the region. These services promote early intervention with mental health providers with a goal of reducing the need for future law enforcement actions.

Two of the primary services are:

1. Mobile Crisis Team (MCT), a program where Placer County Adult System of Care clinicians respond with police to adults suffering a mental health crisis. MCT responds in concert with Roseville PD officers to field situations in real-time. Clients are encouraged to also contact them directly, when in need.
 2. Family Mobile Team (FMT), a program where Placer County Children's System of Care clinicians respond with police officers for juveniles in crisis. The FMT is housed within the Roseville Police facility and actively respond via police radio to events where their services are needed.
- Partnered with other agencies and non-profits for prevention and improved outcomes, including:
 1. Parent Project parenting classes, which are taught by Roseville Police Department personnel using accredited curriculum, to help provide parents skills to deal with troubled youth.
 2. School Resource Officers, which is a partnership with the Roseville Joint Union High School District to assign officers within each high school in our city to promote school safety, mentorship, and guidance.
 3. Crisis Negotiations Team, a highly trained unit to resolve critical incidents without police use of force.
 4. Roseville Police Activities League, a community based non-profit, whose mission is to enrich the lives of youth by building positive relationships between youth, police officers, and the community.
 5. Shop With A Cop which provides needed essentials for under-served youth and provides positive interactions with regional law enforcement personnel.
 6. Roseville Coalition of Neighborhood Associations (RCNA) partnership on items of interest to the community to support prevention-oriented community safety.

Conclusion

The Roseville Police Department has demonstrated an intense belief that to be an effective department it must use best practices and have a strong, enduring relationship with the community that has trust as its foundation. In keeping with the department's efforts and to raise visibility of those efforts, staff recommends that the following advocacy position be explicitly stated in the City's Legislative and Regulatory Platform for State and Federal Advocacy:

Support legislation and funding that would provide police body-worn cameras for state and local policing agencies.

Adding this advocacy position to the Platform will ensure the City's focus on best practices and its advocacy to obtain funding and implement statewide or national standards will be highlighted to

our community and to our legislative representatives at every level of government.

FISCAL IMPACT

There is no additional financial impact associated with this action, as this legislative advocacy effort is covered through the contracts the City has in place with its state and federal lobbyists.

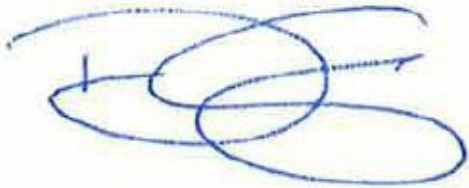
ENVIRONMENTAL REVIEW

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 policy priorities meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Mark Wolinski, Government Relations Administrator

Megan MacPherson, 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



COUNCIL COMMUNICATION

CC #: 0916
File #: 0400-03

Title: General Plan Update
Contact: Gina McColl 916-774-5452 gmccoll@roseville.ca.us

Meeting Date: 8/5/2020
Item #: 10.1.

RECOMMENDATION TO COUNCIL

At the June 25, 2020 Planning Commission meeting, the Planning Commission forwarded all public comments received on the Draft EIR for inclusion in the Final EIR, and recommended the City Council approve the updated 2035 General Plan. Therefore, the Planning Division recommends the City Council:

- A. Adopt a resolution certifying the Final Environmental Impact Report and adopting the Findings of Fact and Statement of Overriding Considerations, and
- B. Adopt a resolution approving the updated 2035 General Plan.

BACKGROUND

Following Council direction in 2017, the Planning Division has been overseeing the preparation of an update to the City's General Plan, primarily to address changes in legislation and case law. A secondary purpose is to continue to afford a streamlined CEQA process for all development projects, consistent with the General Plan land use assumptions.

The General Plan is a fundamental and legally-required tool to guide the City through change and growth. It addresses the physical development of the City and includes Council adopted policies, which provide direction for decision-making on City services and resources. It is both a long-range and a strategic planning document, containing long-term goals and policies through the horizon year of 2035. State law requires that every county and city have an adopted General Plan, which must be periodically updated for consistency with state law. Although the City has typically updated the General Plan as part of the specific plan process, there are no new, pending specific plan areas the City could use for future updates. The City's last stand-alone, comprehensive General Plan Update was in 1992 and, in addition to the required updates, the document could visually benefit from an update to formatting, graphics, and tables.

In summary, the Draft General Plan addresses Vehicle Miles Traveled analysis requirements introduced by Senate Bill (SB) 743, state greenhouse gas reduction targets, requirements for Native American consultation pursuant to SB 18 and Assembly Bill (AB) 52, and proposes removal of obsolete policies and references. The details of the proposed updates to the General Plan are outlined in the attached Planning Commission staff report. The redlines to the existing General Plan goals and policies are provided in Table 2-1 of the Project Description section of

the Final Environmental Impact Report (FEIR). For ease of reference, Table 2-1 is also included as Attachment 1 of the Planning Commission staff report (attached). The DEIR, FEIR, and the Draft General Plan is available online at www.roseville.ca.us/GeneralPlan under the 2020 General Plan Update section.

Planning Commission Hearing

The proposed updates to the General Plan (Draft General Plan) and the DEIR were presented to the Planning Commission at its June 25, 2020 hearing. Written public comments on the DEIR were also provided to the Commission for consideration. At the Planning Commission hearing, members of the Commission asked clarifying questions on several of the Land Use Element policies, an Air Quality Element policy, and an Open Space Element policy. During the discussion, staff was directed to modify Open Space policy 4.6 to add additional clarification regarding treatment of structures with historical or architectural value. All changes proposed since the release of the Draft General Plan are described below. No public comments were received during the hearing. At the close of the hearing the Planning Commission unanimously voted, 5-0, to recommend the City Council approve the proposed Draft General Plan.

Changes to the Draft General Plan Since its Release

Since the release of the Draft General Plan a few modifications are proposed as a result of the Planning Commission discussion, comments on the DEIR (see details in the ENVIRONMENTAL REVIEW section below), and additional staff review. Redlines for the proposed modifications to the Draft are provided as Attachment 2 and are summarized as follows:

1. Open Space Element Policy OS4.6 – a slight modification to the policy is proposed to minimize confusion regarding the treatment of buildings and resources that have historical value. This includes a new Implementation Measure defining historical and architectural value.
2. Open Space Element Policy OS4.10 – adding culturally affiliated California Native American tribes to the list of organizations to coordinate with on education and outreach.
3. Open Space Element Policy OS4.12 – a new policy is added to address comments from the United Auburn Indian Community (UAIC), encouraging the coordination, management and preservation of Tribal Cultural Resources.
4. Parks and Recreation Element – The table listing the parkland acreage has been moved to the Appendix to allow staff to maintain the data as parkland is developed in the City and slight adjustments are made to the acreage through the final mapping process. The figure showing parklands has also been revised to clearly identify golf courses separate from parkland.
5. Safety Element – The Fire Protection section has been updated to reflect current practices related to hazardous materials.
6. Introduction – The City's current population has been updated to reflect the population as of May 2020.
7. Appendix A Implementation Measures – Implementation measures related to the Open Space policies listed above have been revised and/or added. The parkland acreage table mentioned above has been moved into the Appendix.

FISCAL IMPACT

There is no fiscal impact to the City as a result of this project.

ENVIRONMENTAL REVIEW

Pursuant to the requirements of the California Environmental Quality Act (CEQA), the City of Roseville acting as Lead Agency, published a Draft Environmental Impact Report (DEIR) to evaluate the environmental effects of the proposed updates to the General Plan. After receiving comments on the DEIR, a Final EIR (FEIR) was prepared. The FEIR is the complete EIR, including responses to all comments received, redlines to show all changes made to the EIR text, and Findings of Fact and Statements of Overriding Considerations. The DEIR and FEIR are available to view online at www.roseville.ca.us/GeneralPlan. A description of the EIR process undertaken for this project is provided below.

The DEIR and FEIR determined that significant effects on the environment anticipated as a result of buildout of the City include impacts related to transportation, air quality, noise, cultural and tribal cultural resources, utilities and service systems, and aesthetics, and significant cumulative effects related to greenhouse gas emissions, air quality, noise, biological resources, cultural and tribal cultural resources, utilities and service systems, and aesthetics.

A Notice of Availability of the DEIR (see Attachment 2 of the Planning Commission staff report) was published in the Roseville Press Tribune, distributed to various agencies through the State Clearinghouse, and posted to the Roseville Coalition of Neighborhood Associations website on May 8, 2020. The notice was also mailed or e-mailed to a list of interested people, organizations, and agencies, including, but not limited to, neighboring jurisdictions, the BIA, RCONA, and the Chamber. The Notice of Availability provided interested persons the opportunity to comment on the DEIR. All written comments were requested to be received no later than 5:00 pm on June 22, 2020.

A total of five comment letters were received on the DEIR. Comments were received from the Central Valley Regional Water Quality Control Board, the Placer County Air Pollution Control District (Air District), the Native American Heritage Commission, the Shingle Springs Band of Miwok Indians, and the UAIC. The letters from the Regional Water Board, Native American Heritage Commission, and Shingle Springs Band of Miwok Indians did not require revisions to the EIR. The letter from the Regional Water Board is a standard letter describing various regulations that could apply to development; it does not include any comments on the EIR analysis. The letter from the Native American Heritage Commission is addressed by proposed General Plan policy, mitigation measures within the FEIR, and most importantly, by the proposed tribal consultation policy, which is an implementation measure of the General Plan and was adopted by Council on July 15, 2020; no revisions were required. The letter from Shingle Springs Band of Miwok Indians is a standard letter which requests copies of any information on cultural or tribal cultural resources, and requests that we continue to forward notices and other information, which we have done and will continue to do.

The letter from the Air District points out some minor errors and typos that have been corrected in the FEIR, and also raises questions and concerns about the VMT analysis, air quality mitigation, and greenhouse gas analysis. The letter from the UAIC requested greater clarity and specificity about the ways in which tribal cultural resources are a distinct impact topic, separate from broader cultural resources, and included other specific recommendations for revisions. Staff had follow-up conversations with the UAIC and the Air District prior to publication of the FEIR to discuss their comments and the City's proposed revisions to respond to those comments.

As a result of the discussions with commenters, staff added clarifying and/or descriptive text to the FEIR, modified mitigation measures, and corrected a few typos. One General Plan policy was revised slightly and an additional policy was added, as described previously. A more detailed explanation of the responses and revisions is included with the Response to Comments section of the FEIR, for consideration by the Council. Other minor changes to the EIR were also made

to reflect corrections or other items identified by City staff. All changes to the DEIR are shown in redlines in the FEIR. None of the changes triggered the need for recirculation pursuant to CEQA Guidelines Section 15088.5.

Respectfully Submitted,

Gina McColl, Associate Planner

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Planning Commission Staff Report w/Attachments

Resolution No. 20-317

General Plan EIR Findings

Resolution No. 20-318

General Plan Change Pages

ITEM 6.1: Citywide General Plan Update – 311 Vernon Street – File #PL16-0336

REQUEST

Staff requests the Planning Commission consider the Draft Environmental Impact Report (DEIR) and review and make a recommendation to City Council on the proposed draft General Plan. The purpose of the update to the City's General Plan is to comply with new State planning laws, the 2017 General Plan Guidelines, and updates to the CEQA Guidelines and case law; revise outdated information; improve and clarify policy language; and make the General Plan more readable and user-friendly. The City is not proposing changes to the Land Use Map or Sphere of Influence as a part of this update. The complete description of changes can be found in the Project Description chapter of the DEIR.

Applicant – City of Roseville, DS Planning Division

SUMMARY RECOMMENDATION

The Planning Division is recommending the Planning Commission take the following actions:

- A. Forward all public comments received on the Draft EIR for inclusion in the Final EIR for City Council review, and
- B. Recommend City Council approve the updated 2035 General Plan.

SUMMARY OF OUTSTANDING ISSUES

There are no outstanding issues associated with this request.

BACKGROUND

The General Plan is a fundamental and legally required tool to guide the City through change and growth. It addresses the physical development of the City and includes Council-adopted policies, which provide direction for decision-making on City services and resources. It is both a long-range and a strategic planning document, containing long-term goals and policies through the horizon year of 2035. State law requires every county and city have an adopted General Plan, which must be periodically updated for consistency with state law. The City typically updates the General Plan as part of the specific plan process, most recently with adoption of the Amoruso Ranch Specific Plan in 2016. However, recent legislation and case law have created a need for the City to update the General Plan. At this time there are no new or pending specific plan areas the City could use to implement these updates. Therefore, pursuant to City Council direction, in 2017 Planning staff launched a comprehensive update to the City's General Plan to address significant changes in state legislation and case law.

Legislation and case law addressed within this General Plan update includes:

- Assembly Bill (AB) 1358 (Complete Streets), Senate Bill (SB) 743, and CEQA Guidelines Section 15064.3 as they relate to active transportation and travel demand management (vehicle miles traveled, or "VMT"). In particular, SB 743 removed Level of Service as a significance threshold in the CEQA Guidelines, replacing this threshold with a vehicle miles traveled (VMT) standard, to be used for assessing transportation impacts in CEQA analysis by July 2020. The City's current method for determining traffic impacts uses an LOS standard, which is reflected in the Circulation Element of the City's current General Plan. The proposed General Plan retains the LOS standard

for the purpose of facility planning, but this will no longer be used as a CEQA threshold of significance. Consistent with SB 743, the General Plan contains a new VMT policy to use for CEQA analysis.

- The California Supreme Court ruling in November 2015, commonly referred to as the Newhall Ranch decision, concludes that comparing project emissions of greenhouse gases (GHG) to statewide targets is not enough; lead agencies must provide substantial evidence showing how the project-level reduction of GHG emissions relates to the achievement of statewide reduction targets. The ruling makes project-level analysis of GHG more complicated and costly, and could require an Environmental Impact Report even for relatively small projects. The proposed General Plan contains analysis and thresholds intended to avoid this outcome.
- Senate Bill (SB) 18 and AB 52 outlined requirements for Native American consultation. New notification and consultation policies and procedures are required for development projects.

The details of these laws are described in the relevant chapters of the Draft Environmental Impact Report (DEIR), under the regulatory framework. The DEIR provides an environmental impact analysis of the proposed policy changes. Although no land use changes or additional growth are proposed as part of the project, the DEIR includes a detailed analysis of City buildout in order to provide a streamlined CEQA process for all development consistent with the land use assumptions of the General Plan.

The effort to update the General Plan involved extensive coordination with multiple consultants, City departments, California Environmental Quality Act (CEQA) legal counsel, and outside agencies. Throughout this process, additional direction was also provided by the City Council and Planning Commission. At the April 25, 2019 Planning Commission hearing and June 19, 2019 City Council hearing staff provided informational updates on the proposed approach to addressing the Newhall Ranch decision. Both the Commission and the Council provided support for the approach to prepare a rigorous environmental impact report and revised General Plan policies to address greenhouse gas reduction targets for anticipated development in lieu of preparing a separate Climate Action Plan.

DISCUSSION

The proposed updated General Plan addresses the legislation and case law described above through revised goals and policies and a rigorous DEIR. A complete list of the redlines to the goals and policies is provided in Table 2-1 of the Project Description section of the DEIR, and for ease of reference Table 2-1 is also included as Attachment 1 of this staff report. The DEIR is provided as Exhibit A. The proposed General Plan is provided as Exhibit B. The proposed General Plan also includes updates to remove or revise obsolete information, improve and clarify policy language, and make the document more readable and user-friendly. The entire General Plan document has a new look and feel. These changes are described in the Project Description section of the DEIR, but only the goals and policies are shown in redline, because those are the changes which affect General Plan implementation. A summary of the revisions to the goals and policies and how the revision addresses legislation is provided below.

AB 1358 and SB 743 – VMT

The existing General Plan does not contain any policy language or guidance related to VMT, in absence of which, in order to comply with SB 743, new projects would need to establish and justify a VMT significance threshold. To offer a more streamlined approach, policies CIRC4.3 and 4.4 have been added to the Circulation Element, which provide a VMT significance threshold and mitigation guidance for future projects. Because the regulatory and modeling environment related to VMT is continuing to evolve, the City has elected to avoid a policy which states a static threshold specifying an amount per capita to be achieved, out of concern it would not remain relevant. Instead, the policy refers back to new VMT Impact Standards. The General Plan Implementation Measures direct preparation of the VMT Impact Standards, describe the current threshold (15 percent below baseline) and threshold justification contained within the EIR, and

indicates that the threshold will be updated periodically. Existing policy language is also revised to focus on reducing VMT within the City by encouraging mixed-use development patterns and infill development in low VMT areas, along with increasing use of alternative transportation modes. For consistency, similar modifications are proposed to the Land Use Element (Chapter 2) policies and Air Quality and Climate Change Element (Chapter 4) policies.

Additional changes proposed to the General Plan are intended to improve clarity and provide better direction on the transportation management program (TSM) and transit service, and to incentivize infill development and promote mobility options. Within the Circulation Element a subsection on Pedestrian Access was added with the intent to increase pedestrian trips and recognizing pedestrian travel as an alternative transportation method.

Greenhouse Gasses

A secondary goal of the General Plan Update was to insulate anticipated development and provide streamlined environmental review in response to the Newhall Ranch decision. To do so, a combination of proposed General Plan policy and GHG analysis within the DEIR is provided. Additional policies have been added within the General Plan to address climate change and focus on reducing the City's GHG emissions by reducing single vehicle occupancy trips and supporting regional efforts. These new policies are primarily within the Air Quality and Climate Change Element (Chapter 4) but additional or modified policies can be found in all the other Elements. Examples include those policies that encourage infill and mixed use development, increase the availability of alternative transportation, preserve open space areas, and expand the use of alternative fuel sources as the primary fuel source.

SB 18 and AB 52 (Native American Consultation)

The proposed updates to the General Plan acknowledge the new procedures outlined in SB 18 and AB 52. Policies have been updated within the Open Space and Conservation Element (Chapter 5) to highlight these requirements. Additionally the Planning Division has prepared a separate policy document, Internal Guidance for Management of Tribal Cultural Resources and Consultation (Tribal Consultation Policy), to provide direction on tribal consultation for City projects. Staff utilized a contracted Registered Professional Archaeologist to complete the policy document. Extensive outreach and coordination also occurred with the United Auburn Indian Community of the Auburn Rancheria (UAIC). The Tribal Consultation Policy was presented as an informational item at the August 22, 2019 Planning Commission hearing, and will be brought to City Council for hearing in July or August 2020, prior to or concurrently with the General Plan Update. Acknowledgement of the Tribal Consultation Policy has been added to the General Plan as an Implementation Measure within the Appendix.

Noise

The Noise Element is being updated for clarity and revisions to the City's goals for land use and noise compatibility to reflect current best practices, including changes to the City's exterior noise compatibility standards to reflect our growing urban environment. Other changes include separating the City's standards for exterior noise and interior noise into separate policies and adding policy to address circumstances where projects are proposed in environments which already exceed the City's noise standards. The current and anticipated noise levels at buildout of the City have also been updated.

Other updates

As mentioned, the entire General Plan has been updated with a new look that includes photos and updated tables and figures. The narrative text has been reduced and simplified where possible. The intent was not only to update the content to reflect current practices but to improve the readability of document. The Implementation Measures for the goals and policies have also been moved from within each Element

to the Appendix in order to focus the body of the General Plan on policies, and provide staff the ability to maintain the implementation measures.

Conclusion

Representatives from all City Departments have aided in this update effort. The proposed document reflects a more accurate account of the City's current guiding principles and procedures, and addresses applicable legislation and case law. Additionally, in combination with the DEIR, the approval of the General Plan and certification of the EIR will provide coverage and streamlining for development that is consistent with the City's General Plan.

PUBLIC OUTREACH

In 2017, the public was notified of the City's intent to complete the Climate Action Plan and General Plan Update project and support was gained with the adoption of the General Plan Update Fee. In 2019, Planning staff provided informational updates on the project at publicized Planning Commission and City Council hearings. In-person workshops and meetings are currently not a viable option due to restrictions associated with the COVID-19 pandemic. However, staff provided early notification of the Planning Commission hearing to the Northstate Building Industry Association (BIA), Roseville Coalition of Neighborhood Associations (RCONA), and the Roseville Chamber of Commerce (Chamber) and solicited feedback. Staff also solicited feedback from the Transportation Commission and Parks & Recreation Commission via email. To date, comments from the UAIC, Shingle Springs Band of Miwok Indians, and the Native American Heritage Commission have been received. In summary, the comments outlined the requirements of SB 18 and AB 52. The Planning Commission will be provided with copies of these comments, and any additional comments received, prior to the Planning Commission hearing. Barring unforeseen events, staff anticipates bringing the Draft General Plan and EIR to the City Council on August 5th for consideration.

ENVIRONMENTAL DETERMINATION

Pursuant to the requirements of the California Environmental Quality Act (CEQA), the City of Roseville acting as Lead Agency, prepared a Draft Environmental Impact Report (DEIR) to evaluate the environmental effects of the proposed updates to the General Plan. The DEIR is available to view online at www.roseville.ca.us/GeneralPlan.

The DEIR determined that significant effects on the environment anticipated as a result of buildout of the City include impacts related to transportation, air quality, noise, cultural and tribal cultural resources, utilities and service systems, and aesthetics, and significant cumulative effects related to greenhouse gas emissions, air quality, noise, biological resources, cultural and tribal cultural resources, utilities and service systems, and aesthetics.

A Notice of Availability of the DEIR (Attachment 2) was published in the Roseville Press Tribune, distributed to various agencies through the State Clearinghouse, and posted to the Roseville Coalition of Neighborhood Associations website on May 8, 2020. The notice was also mailed or e-mailed to a list of interested people, organizations, and agencies, including, but not limited to, neighboring jurisdictions, the BIA, RCONA, the Chamber. The Notice of Availability provided interested persons the opportunity to comment on the DEIR. All written comments were requested to be received no later than 5:00 pm on June 22, 2020, either in writing to Gina McColl, Planning Division, 311 Vernon Street, Roseville, CA 95678 or via e-mail to gmccoll@roseville.ca.us.

The Planning Commission should consider this DEIR prior to recommending City Council action on the proposed project.

RECOMMENDATION

The Planning Division is recommending that the Planning Commission;

1. Forward all public comments received on the Draft EIR for inclusion in the Final EIR for City Council review; and
2. Recommend City Council approve the updated 2035 General Plan.

Attachments

1. General Plan Policies Redlines
2. Notice of Availability

Exhibits

- A. Draft Environmental Impact Report
- B. Draft 2035 General Plan

2.5.2 PROPOSED GENERAL PLAN UPDATE GOALS, POLICIES, AND IMPLEMENTATION MEASURES

This proposed General Plan Update has been updated for consistency and clarity, and to be consistent with current best practices, State laws, and the General Plan Guidelines. The following revisions are proposed as a part of this General Plan Update:

- ▶ Circulation Element: updates to reflect Assembly Bill (AB) 1358 (Complete Streets), and SB 743, and CEQA Guidelines Section 15064.3 as they relate to active transportation and travel demand management (vehicle miles traveled, or “VMT”).
- ▶ Air Quality & Climate Change Element: updates to include feasible mitigation to reduce GHG emissions.
- ▶ Open Space & Conservation Element: updates to reflect State law related to Native American consultation.
- ▶ Noise Element: updates for clarity and revisions to the City’s goals for land use and noise compatibility which reflect current best practices, including changes to the City’s exterior noise compatibility standards.

The following Table 2-1 is a summary table of changes to the goals and policies within each Element of the General Plan, with [brackets] to show the existing policy number, deletions in ~~striketrough~~, additions in **bold, underlined text**, and [*brackets with italics*] to indicate text that has been moved to or from elsewhere.

For a complete description of proposed changes to the General Plan, please refer to the draft proposed General Plan Update, under separate cover.

Table 2-1. Policy Changes included in the Proposed General Plan Update	
Land Use	
Community Form: General	
Goal LU1 [Goal 1]: a. Distinction from other communities through <u>the</u> quality of development and the high level of services provided its <u>to</u> citizens. b. A commitment to preserving its small-town attributes and cultural heritage, and a dedication to promoting a strong sense of community, while preserving individual neighborhoods and promoting a prosperous business community. c. Continuing to be a family-oriented community <u>that,</u> which offers opportunities to pursue various lifestyles.	
Policy LU1.1 [Policy 1]: Ensure high-quality development in new and existing development areas, as defined through specific plans, the development review process, and <u>the</u> Community Design Guidelines.	
Policy LU1.3 [Policy 3]: Continue to provide a full range of public services and maintain high levels of service <u>for public facilities, services, transportation, open space, and parks and recreation,</u> as specified in other elements of this Plan, including the Public Facilities, Open Space and Conservation, Safety, Circulation and Parks and Recreation Elements.	
Policy LU1.6 [Policy 6]: Through development approvals and City programs (e.g., revitalization, Capital Improvement Program, parks and recreation programs, etc.), assure <u>ensure</u> that all portions of the community are linked and integrated.	
Policy LU1.7 [Community Form – Downtown, Neighborhoods, Policy 2]: Promote land use patterns that result in the dispersion of secondary or satellite services including libraries, schools, parks, public meeting places, and commercial uses throughout the community through the establishment of neighborhood centers. [<i>Moved from referenced existing policy location</i>]	

Table 2-1. Policy Changes included in the Proposed General Plan Update
Community Form: Development Patterns, Transportation, and Air Quality/Greenhouse Gas Emissions
Goal LU2 [Goal 2]: While recognizing that the automobile is the primary form of transportation, the City of Roseville should make a commitment to shift from the automobile to other modes of transportation. <u>Achieve a community form that supports convenient and safe pedestrian, bicycle, and transit access.</u>
Policy LU2.1 [Policy 1]: Promote land use <u>development</u> patterns that support a variety of transportation modes and accommodate pedestrian mobility.
Policy LU2.2 [Policy 2]: Allow for land use patterns and mixed- use development that integrates residential and non-residential land uses, such that residents may easily walk or bike to shopping, services, employment, and leisure activities.
Policy LU2.3 [Policy 3]: Concentrate higher-intensity uses and appropriate support uses in <u>Pedestrian Districts and</u> within close proximity of transit and bikeway corridors, as identified in the <u>Transit Master Plans and</u> Bicycle Master Plan. In addition, some component of public <u>Public</u> uses, such as parks, plazas, public buildings, community centers, <u>schools</u> , and/or libraries, should be located within Pedestrian Districts and transit and bikeway corridors <u>easily accessible to the public.</u>
Policy LU2.4 [Policy 4]: Promote and encourage the location of employee services, such as child care, restaurants, banking facilities, convenience markets, etc <u>and other daily needs</u> , within major employment centers for the purpose of reducing mid-day service-related vehicle trips.
Policy LU2.5 [Policy 5]: Where feasible, improve existing developed ment areas to create better pedestrian, <u>bicycle</u> , and transit accessibility.
Policy LU2.6 [Policy 6]: Through City land use planning and development approvals, Require <u>proposed</u> that neighborhood-serving uses (e.g. neighborhood commercial uses, day care, parks, schools, and other community facilities <u>and services</u>) <u>to</u> be physically linked with adjacent residential neighborhoods <u>through multi-modal transportation connections.</u>
Community Form: Downtown and Neighborhoods <u>Revitalization</u>
Goal LU3.1 [Goal 3]: In partnership with private interests, the City of Roseville will <u>continue to</u> promote the creation of a <u>vibrant</u> town center offering government services, social and cultural activities, and commercial opportunities in <u>Central Downtown</u> Roseville. Roseville will also encourage the creation of additional social, cultural and commercial satellite opportunities throughout the community.
Goal LU3.2 [Goal 4]: Through the designation of special study areas and revitalization efforts, the City of Roseville will promote the <u>preservation, revitalization, revitalize, and enhancement</u> of its business districts, and existing neighborhoods, <u>and mixed-use corridors.</u>
Policy LU3.1 [Policy 1]: Create and maintain a strong and identifiable downtown <u>Downtown</u> that offers the surrounding community a cluster of municipal offices and services, commercial, <u>retail, and</u> services, office <u>uses, higher education opportunities</u> , and higher-density residential uses, <u>consistent with the Downtown Specific Plan.</u>
[Policy 2]: Promote land use patterns that result in the dispersion of secondary or satellite services including libraries, schools, parks, public meeting places and commercial uses, throughout the community through the establishment of clustered community centers. [Moved to be Policy LU1.7]
Policy LU3.2 [Policy 3]: Consider accommodating a portion of the overall projected <u>Facilitate</u> population and economic growth in areas having the potential for revitalization
Policy LU3.3 [Policy 4]: The City should <u>Direct resources to facilitate revitalization of Downtown, neighborhoods in the Infill Area, and mixed-use corridors.</u> Support the revitalization of areas that are in decline or economically underutilized
Policy LU3.4 [Policy 5]: Encourage infill development and rehabilitation <u>reinvestment</u> that:
• <u>Upgrades the quality and enhances the character of existing areas;</u> • <u>Enhances the mix of land uses in proximity to one another so that more households can access services, recreation, and jobs without the use of a car;</u>

Table 2-1. Policy Changes included in the Proposed General Plan Update
• enhances Facilitates pedestrian activity and public transit use, and pedestrian access;
• Efficiently utilizes and does not overburden existing services and infrastructure; and
• Results in land use patterns and densities that provide the opportunity for the construction of a variety of household-housing types that are affordable to all income groups.
Policy LU3.7 [Policy 8]: Identify locations where special study is necessary to develop strategies for preserving, enhancing, and revitalizing these existing developed areas.
Community Form: Relationship of New Development (RND)
Policy LU4.1 [Policy 1]: Require that new development areas and associated community-wide facilities (open space resources, parks, libraries, etc.) to be linked and oriented to existing developed areas of the community through road networks, public transit systems, open space systems, bikeway and pedestrian systems, and other physical connections.
Policy LU4.2 [Growth Management – General, Policy 3]: The City shall Encourage a development pattern that is contiguous with existing developed areas of the City.
Community Form: Jobs/Housing and Economic Development
Goal LU5.1 [Goal 6]: Roseville will strive to be a balanced complete community with a reasonable mix of land uses, housing types, and job opportunities that meet the diverse needs of its existing and future residents and businesses.
Goal LU5.2 [Goal 7]: Roseville will promote and encourage the availability of a variety of goods and services and will take measures to retain a positive business climate in the City.
Policy LU5.1 [Policy 1]: Implement Strive for a land use mix and pattern of development that provides linkages between residents' jobs and local employment-generating uses, facilitates a match between the number and type of local jobs and the local labor force, will provide an reasonable jobs to /housing balance, and will maintains the fiscal viability of the City.
Policy LU5.2 [Policy 2]: Support Apply density bonuses in for the construction of affordable housing, in accordance with the Density Bonus Ordinance and the Housing Element, to promote affordable housing options in areas particularly in areas where with few such housing opportunities exist and where and significant employment centers exist or are planned.
Policy LU5.3 [Policy 3]: Consider the fiscal impacts to the City from projects proposing a General Plan land use change Establish a standard process to analyze the fiscal impacts of proposed development and require a fiscal impact analysis of all projects proposing a significant General Plan land use change as defined through the Economic Development Study/Plan.
Policy LU5.4 [Policy 5]: The City may approve a project that is identified as having a negative fiscal impact on the City if overriding findings are made that the project benefits outweigh its impacts. Such benefits may relate to the provision of affordable housing, significant open space or recreation facilities, job creation, infill development near transit service, or other public benefits. <i>[Moved from referenced existing policy]</i>
Policy LU5.5 [Policy 4]: Uphold the City's Affordable Housing Goal by requiring an affordable housing target for projects seeking a General Plan Amendment, Specific Plan Amendment, and/or rezoning to a residential designation proposing 25 or more new dwelling units. For these projects, the target is a minimum of 10% of all new development to be affordable to housing units to cost no more than 30% of the total monthly income of very low-, low-income, and moderate-income households (the City also uses the term "middle" in certain Specific Plans to refer to moderate-income households earning no more than 100% of the Area Median Income-AMI). 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 middle-income 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, as approved by the City. Variations in affordable housing ratios may be approved through a Development Agreement where the following criteria are met:
• A need has been identified for a specific affordable housing type (very low-, low- or moderate-income) and the project meets this need;
• The project does not rely on or obtain City subsidies; and

Table 2-1. Policy Changes included in the Proposed General Plan Update
Units proposed within this these criteria would allow for individuals to stay within their units as their future income grows.
[Policy 5]: The City may approve a project that is identified as having a negative fiscal impact on the City if overriding findings are made that the project benefits outweigh its impacts. Such benefits may relate to the provision of affordable housing, significant open space or recreation facilities, job creation, infill development near transit service, or other public benefits. [Moved to be Policy LU5.4]
Policy LU5.6 [Policy 6]: Maintain land use patterns, intensities, and densities that promote ensure an adequate supply of land for office, a positive business climate (e.g. supply of business professional, commercial, and industrial lands), industrial, and other employment-generating development.
Policy LU5.7 [Policy 7]: Support activities that attract employment uses to the City, as identified in the Economic Development Study/Plan Strategy.
Community Form: Community Involvement and Inter-Jurisdictional Cooperation
<u>Goal LU6.2: Provide inclusive community engagement opportunities for individuals and community groups to produce timely and meaningful input leading to proactive, consensus-driven actions by the City and its partners.</u>
[Goal 8]: Maintain a strong commitment to an open governmental process which stresses accessibility of City officials (e.g. staff, committees, commissions, elected officials) and opportunities for citizen participation.
Policy LU6.3 [Policy 3]: Coordinate and take a lead role, where feasible, with local, state, federal, and other jurisdictional agencies on regional issues of importance, including but not limited to air quality, climate change mitigation and resiliency, transportation, water supply, sewage treatment, solid waste disposal and recycling, flood control, hazardous waste management, resource protection, and transit.
Policy LU6.4 [Policy 4]: To the extent feasible, coordinate land use policies planning and public improvements with neighboring jurisdictions.
Policy LU6.5 [Policy 5]: Encourage early consultation with adjacent jurisdictions, and refer development proposals that may have an impact to, adjacent these jurisdictions to the respective agencies for their review and comment. Respond and comment on development proposals that are received in from other jurisdictions that may have an impact on Roseville, to minimize such impacts and ensure consistency and compatibility with existing and planned development in the City.
Community Design
Policy LU7.2 [Policy 2]: Continue to develop and apply design standards that result in efficient site and building designs, pedestrian-friendly projects that stimulate the use of alternative modes of transportation, and the establishment of functional relationships between adjacent developments.
Policy LU7.7 [Policy 8]: Encourage and promote the preservation of historic and/or unique, culturally and architecturally significant buildings, features, and important visual environments resources.
<u>Policy LU7.9: Control artificial lighting to avoid spill-over lighting onto adjacent properties. Use anti-reflective architectural materials and coatings to prevent glare.</u>
Growth Management: General
Goal LU8.1 [Goal 1]: The City shall Proactively manage and plan for growth.
Goal LU8.2 [Goal 2]: The City shall Encourage a pattern of development that promotes the efficient and timely provision of urban infrastructure and services, and that preserves valuable natural and environmental resources.
Goal LU8.4 [Goal 4]: The City shall Continue a comprehensive, logical planning process, rather than an incremental, piecemeal approach.
Goal LU8.5 [Goal 5]: The City shall Encourage public participation in the development and monitoring of growth management policies and programs.
Goal LU8.6 [Goal 6]: The City shall Manage and evaluate growth in a regional context, not in isolation.

Table 2-1. Policy Changes included in the Proposed General Plan Update
Goal LU8.8 [Goal 8]: Growth and development must occur at a rate corresponding to the availability of desired facilities' capacity and the attainment of defined General Plan levels of service for public activities.
Goal LU8.12 [Goal 12]: The City shall Use growth management as a tool to maintain the City's identity, community form, reputation in the region, to maintain high levels of service for residents, and to influence projects outside the City's boundaries that have the potential to affect the quality of life and/or services that are provided to residents.
Policy LU8.1 [Policy 1]: Growth must provide a strong diversified economic base and a reasonable balance between employment and affordable housing.
[Policy 3]: The City shall encourage a development pattern that is contiguous with existing developed areas of the City. [moved to Community Form LU4.2]
Policy LU8.3 [Policy 4]: Growth shall be managed to ensure that adequate public facilities and services, as defined in the Public Facilities Element, are planned and provided, and the public health, safety, and welfare is protected.
Policy LU8.7 [Policy 8]: <u>The City will</u> M manage growth in such a way to ensure that significant open space areas will be preserved.
Policy LU8.9 [Policy 10]: Work aggressively to address traffic generated outside of Roseville by working in collaboration with neighboring jurisdictions, regional, state, and federal entities to ensure <u>that</u> traffic through Roseville is mitigated by regional solutions. Ensure that transportation solutions are supported by land use and design policies <u>The City will encourage changes in land use mix and community design</u> that promote walking, biking, and transit, consistent with the Growth Management Visioning Committee's Vision Statement.
Policy LU8.10 [Growth Management – Public Amenities, Policy 2]: In addition to being consistent with the other goals and policies of the General Plan, S specific P plans shall comply with the following: <i>[Moved from referenced existing policy]</i>
a. Provide a public focal point, community, and/or theme feature. These features shall be specific to each area and be designed to promote and enhance community character. A special feature may include, but is not limited to, a community plaza, central park, or some other type of gathering area; outdoor amphitheater; community garden; regional park with special facilities; sports complex; or cultural facilities.
b. Provide entryways at entrances to the City in accordance with the Community Design Guidelines. Where possible, the entryways shall take advantage of and incorporate existing natural resources into the entry treatment. The S specific P plans shall identify the location and treatment of the entryways, and shall consider the use of open space, oak regeneration areas, signage, and/or special landscaping to create a visual edge or buffer that provides a strong definition to entryways into the City.
c. The S specific P plan areas shall be planned and oriented to be an integral part of the City consistent with the policies of the Community Form component of this Element.
d. Develop design guidelines, specifying screening and a transition between public utilities (e.g. substations, pump stations) and other uses, in conjunction with the public utility departments and agencies. In addition, development along power line and pipeline easements shall incorporate design treatment to ensure compatibility and safety. Design guidelines and treatment may include minimum setbacks, building and landscape design standards, and possible limitations on certain types of uses and activities.
e. Preserve natural resource areas where they exist, and where feasible, along new roadways. Such roadways may create a public boundary between the resource area and other uses. The S specific P plans shall identify locations and standards for the preservation of natural resources along roadways, and shall identify sources of financing for such road segments.
Growth Management – Land Use Allocation
[Policy 1]: 1. The city shall, through its land use planning process, Capital Improvement Plans, and facility and service programs, provide a land use dwelling unit allocation at buildout as shown in Table II-4 and non-residential entitlements as designated on the General Plan Land Use Map.
[Policy 2]: The City shall maintain a pool of 1,000 residential units to be allocated for City sponsored and state mandated programs (e.g. second units, density bonuses for affordable housing, infill revitalization, annexations of island areas to

Table 2-1. Policy Changes included in the Proposed General Plan Update
complete corporate boundaries as reflected on Figure II-1) to be utilized in areas where existing development entitlements exist or to further city affordable housing goals.
[Policy 3]: The City shall review, and if necessary, modify, the 1,000-unit pool in conjunction with regular updates of the housing element, and concurrent with any significant modification to the General Plan resulting in the allocation of additional residential units.
Growth Management – New Growth Areas
Goal LU9.13 [Goal 13]: New development shall be consistent with the City’s desire to establish an edge along the western boundary of the City that fosters: a physical separation from County lands through a system of connected open space; a well-defined sense of entry to City from <u>the</u> west; opportunities for habitat preservation and recreation; and view preservation corridors that provide an aesthetic and recreational resource for residents.
Policy LU9.1 [Policy 1]: The City may consider modification to the General Plan land use allocation for new growth where adequate public services and facilities and preservation and conservation of natural resources can be provided in conjunction with the following:
a. <u>Additional</u> land to accommodate demand for housing or employment uses
b. Projects that will provide public community benefits to the City , including, but not limited to the provision of public transit services
c. Ensure that growth provides benefits to the community as a whole and weigh community benefits against public costs
Policy LU9.2 [Policy 2]: Prior to the consideration of any General Plan amendment to modify the land use allocation land use designations or expand the City’s boundaries or Sphere of Influence , the City shall complete or cause to be completed the following City-wide studies/plans:
a. Long-range transit plan
b. Economic Development Fiscal studies
c. Public facilities and services capacity study
d. Transportation system capacity study
e. <u>Utility capacity and supply (i.e., water, sewer, drainage, and electric)</u>
Policy LU9.4 [Policy 4]: Specific plans will be evaluated based on the following minimum criteria:
a. Government Code requirements for specific plans
b. Demonstrated consistency with General Plan goals and policies
c. Demonstrated consistency with the identified City-wide studies and holding capacity analyses
d. Justification for proposed specific plan boundaries
e. Community benefit (e.g., affordable housing, significant open space or recreation facilities, job creation, infill development near transit service).
f. Ability to substantially mitigate impacts
g. Impact on the City’s growth pattern
Each specific plan proposal shall include, with its initial submittal, a full analysis of how the plan complies with, and relates to the above factors. The specific plans’ consistency with the General Plan, and its relation to other identified criteria, will be a primary factor in determining whether the proposal will or will not be considered by the City.
Policy LU9.5 [Policy 5]: Apply the City’s adopted Guiding Principles for Growth to any new development proposed in and out of City’s corporate boundaries, which that is not already part of an adopted Specific Plan or within the Infill Area:
1. Any new development proposal shall, on a stand-alone basis, have an overall net neutral or positive fiscal impact on the City’s General Fund Services.

Table 2-1. Policy Changes included in the Proposed General Plan Update	
2.	Any new development proposal shall include logical growth/plan boundaries. and an east to west growth pattern.
3.	Any new development proposal shall not conflict create a direct or indirect conflict with the ongoing operations of the Pleasant Grove and or Dry Creek Wastewater Treatment Plant operations or any future Power Generation Facility City-owned power generation facilities.
4.	Any new development proposal shall maintain the integrity of existing neighborhoods and create a sense of place in new neighborhoods.
5.	Any new development proposal shall include a plan to ensure fully funding and maintenance of improvements and services at no cost to existing residents (including increased utility rates). A proposal shall not burden, increase the cost of , or diminish the supply and or reliability of public services.
6.	Any new development proposal shall aid in regional traffic transportation solutions and in right-of-way preservation.
7.	Any new development proposal that does not have a sufficient supply of surface water shall secure additional supplies above what the City currently has available. New dDevelopment proposals shall also provide the funding necessary to incorporate the new source of supply into the City's water supply portfolio (surface water, groundwater and recycled water); and new development proposals shall include measures to reduce water demand by implementing the use of conservation best management practices, recycled water, and other off-sets.
8.	Any new development proposal shall consider development potential within the entire City/County Memorandum of Understanding Transition Area in the design and sizing of infrastructure improvements.
9.	Any new development proposal shall aid in resolution of regional storm water retention.
10.	Any new development proposal shall incorporate mechanisms to ensure new schools, and, if necessary, new schools are available to serve the residents anticipated for new development and that new development does not adversely affect and shall not impact existing schools.
11.	Any new development proposal shall include a significant interconnected public open space component/conservation plan consistent in coordination with the City of Roseville/U.S. Fish and Wildlife Service Memorandum of Understanding.
12.	Any new development proposal shall include a public participation component to keep the public informed and solicit feedback throughout the specific plan process.
13.	Any new development proposal shall provide a " public-community benefit" to the City and residents.
Policy LU9.6 [Policy 6]: As new development is proposed in or outside the City's Sphere of Influence, project proponents shall provide a transitional area between City and County lands, through a system of managed interconnecting Open Space land areas open space or other buffers, such as separation by arterial roadways.	
Policy LU9.8 [Policy 8]: New development proposals to the north and west of the City limits Fiddymont Road within the County/City Memorandum of Understanding Transition Area shall meet the objectives and terms of the Memorandum of Understanding between the City of Roseville and the County of Placer.	
Policy LU9.9 [Policy 9]: 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 that assure ensures that the identity and uniqueness of the City and County will be maintained.	
Policy LU9.10 [Policy 10]: Consistent with the County/City Memorandum of Understanding Transition Area , the City shall continue to support and endorse the maintenance of the one-mile buffer zone around landfill operations, as set forth in Policy No. 4.G.11 of the Placer County General Plan, adopted in August 1994. The buffer zone should, consistent with relevant establish performance criteria, be sufficient to maintain the long-term viability of the landfill, while at the same time protecting City residences from nuisances.	

Table 2-1. Policy Changes included in the Proposed General Plan Update
Growth Management—Public Amenities
[Policy 1]: The City may determine, in accordance with the goals and policies of this element, that it is appropriate to amend its General Plan land use allocation and expand. Under such circumstances, a specific plan will be required to comprehensively plan each of the areas.
[Policy 2] In addition to being consistent with the other goals and policies of the General Plan, specific plans shall comply with the following: <i>[Moved to be Policy LU8.10]</i>
a. Provide a public focal point, community, and/or theme feature. These features shall be specific to each area and be designed to promote and enhance community character. A special feature may include, but is not limited to, a community plaza, central park, or some other type of gathering area; outdoor amphitheater; community garden; regional park with special facilities; sports complex; or cultural facilities.
b. Provide entryways at entrances to the City in accordance with the Community Design Guidelines. Where possible, the entryways shall take advantage of and incorporate existing natural resources into the entry treatment. The specific plans shall identify the location and treatment of the entryways, and shall consider the use of open space, oak regeneration areas, signage, and/or special landscaping to create a visual edge or buffer that provides a strong definition to entryways into the City.
c. The specific plan areas shall be planned and oriented to be an integral part of the City consistent with the policies of the Community Form component of this Element.
d. Develop design guidelines, specifying screening and a transition between public utilities (e.g. substations, pump stations) and other uses, in conjunction with the public utility departments and agencies. In addition, development along power line and pipeline easements shall incorporate design treatment to ensure compatibility and safety. Design guidelines and treatment may include minimum setbacks, building and landscape design standards, and possible limitations on certain types of uses and activities.
e. Preserve natural resource areas where they exist, and where feasible, along new roadways. Such roadways may create a public boundary between the resource area and other uses. The specific plans shall identify locations and standards for the preservation of natural resources along roadways, and shall identify sources of financing for such road segments.
f. The specific plans shall include a resource mitigation / banking plan to be developed in accordance with the provisions of the Open Space and Conservation Element.
Growth Management – Annexations and Sphere of Influence
<u>Goal LU10: Evaluate Sphere of Influence amendments and annexations that promote efficient use of land and public service provision and advance General Plan goals.</u>
Policy LU10.1 [Policy 1]: The City may initiate studies to investigate the potential of (1) annexing areas within its Sphere Of of Influence; and (2) expanding its Sphere of Influence sphere of influence boundaries. The studies should be focused on those areas that, both long and short term , may affect General Plan goals and policies and would be logically served and planned by the City. The studies shall include the identification, availability, and funding of public services, as well as the costs and impacts to the City and other service providers. Issues to be analyzed include, but are not limited to, present and planned land uses, water, sewer, electric, library, parks, schools, circulation, and affordable housing. Based on these studies, and resident and property owner input, the City may take steps to annex or expand its Sphere of Influences sphere of influence .
Policy LU10.2 [Policy 2]: The City may consider annexations that:
Are consistent with State state Law law and Placer County Local Agency Formation Commission (LAFCO) standards and criteria;
Policy LU10.3 [Policy 3]: The City may consider expanding its Sphere of Influence sphere of influence to incorporate areas that, in the future, should be logically planned and serviced by Roseville. The City shall consider the following factors, as identified by LAFCO, when making determinations involving Sphere of Influence sphere of influence boundaries:

Table 2-1. Policy Changes included in the Proposed General Plan Update
Circulation
Functional Classification Section
Policy CIRC1.1 [Policy 1]: Establish a The functional classification system to shall guide the planning and design of the City's roadway system.
Policy CIRC1.3 [Policy 3]: Establish Maintain a comprehensive set of design standards for the City's roadway system by functional class.
Policy CIRC1.5: <u>Design intersections and public rights-of-ways in accordance with state and federal accessibility requirements.</u>
Levels of Service
Goal CIRC2: Maintain an adequate appropriate level of transportation service for all of Roseville's residents, and employees, and consumers through a balanced transportation system which that considers automobiles, and transit users , bicyclists, and pedestrians.
Policy CIRC2.1 [Policy 1]: Maintain a level of service (LOS) "C" standard at a minimum of 70 percent of all signalized intersections and roadway segments in the City during the a.m. and p.m. peak hours. Exceptions to the LOS "C" standard may be considered for intersections where the City finds that the required improvements are unacceptable based on established criteria identified in the implementation measures <u>required to achieve the standard would adversely affect pedestrian, bicycle, or transit access, or where feasible LOS improvements and travel-demand-reducing strategies have been exhausted.</u> [In addition, Pedestrian Districts may be exempted from the LOS standard. <i>Moved to CIRC2.5</i>]
Policy CIRC2.2 [Policy 2]: Strive to meet the level of service standards through a balanced transportation system that reduces the auto emissions that contribute to climate change by providing alternatives to the automobile and avoiding excessive vehicle congestion through roadway improvements, Intelligent Transportation Systems, <u>pedestrian and bicycle improvements</u> , and transit improvements.
Policy CIRC2.5 [Policy 5]: Enable the City to designate a Pedestrian District over a geographic area for the purpose of implementing measures that promote pedestrian walkability and reduce total vehicle miles traveled and resultant air pollution emissions that contribute to climate change. In these districts, the City recognizes that pedestrian and bicycle travel takes and transit access have a higher priority than automobile travel, which could reduce the vehicular level of service. in the City's Pedestrian Districts, and development projects in these areas are exempt from the City's LOS standard.
<u>Policy CIRC2.6: Prioritize investments in pedestrian, bicycle, and transit access in Pedestrian Districts.</u>
Transit
Goal CIRC3 [Goal 1]: Promote Provide a safe, convenient, and efficient transit system, utilizing both bus and rail modes, to to enhance mobility ; reduce congestion; reduce auto emissions, including emissions that contribute to climate change; improve the environment; and provide viable non-automotive means of transportation in and through Roseville.
Policy CIRC3.1 [Policy 1]: Pursue and support transit services within the community and region and pursue land use, design, and other mechanisms that promote the use of such services. <u>Promote transit service that is convenient, cost-effective, and responsive to the challenges and opportunities of serving Roseville and surrounding communities, and explore opportunities for transit innovation and service improvements.</u>
Policy CIRC3.3 [Policy 3]: Continue to study options for introducing Bus Rapid Transit <u>high quality transit and/or extending other regional transit linkages to Roseville and developing convenient connections to Sacramento Regional Transit</u> light rail service to Roseville.
Policy CIRC3.5 [Policy 5]: Consider the transit <u>access to health care, community services and employment, and the needs of seniors, minorities, low income persons, persons with disabilities, and other persons who may be transit-dependent when making decisions regarding transit service.</u>
<u>Policy CIRC3.6: Identify opportunities to increase the number and/or capacity of park-and-ride lots as needed, to increase transit and carpool/vanpool use.</u>
<u>Policy CIRC3.7: Pursue transit routes that optimize ridership</u>

Table 2-1. Policy Changes included in the Proposed General Plan Update
<u>Policy CIRC3.8: Include transit improvements with new roadway or roadway expansion projects.</u>
Travel Demand Management (renamed from “Transportation Systems Management”
Goal CIRC4 [Goal 1]: Reduce travel demand vehicle miles traveled on the City's and regional roadway systems, while expanding mobility options for residents, employees, and visitors.
Goal 2: Reduce total vehicle emissions in the City of Roseville and the South Placer County region.
Policy CIRC4.1 [Policy 1]: Continue to enforce the City's TSM ordinance and monitor its effectiveness. <u>The City will review and condition projects, as appropriate, to reduce travel demand per capita and per employee by promoting increased density near transit, improving the quality of non-vehicular transportation options, providing incentives for non-vehicular travel, encouraging the mixing of complementary land uses in proximity to one another, and using other feasible methods.</u>
Policy CIRC4.2 [Policy 2]: Work with appropriate agencies to develop implementation measures to reduce vehicular travel demand and total vehicle miles traveled and meet air quality goals.
<u>Policy CIRC4.3: Specific Plan Amendments and land use development projects not included in a Specific Plan shall be evaluated for consistency with the City’s VMT Impact Standards.</u>
<u>Policy CIRC4.4: If the evaluation required by CIRC4.3 finds a Specific Plan Amendment or land use development project not included in an adopted Specific Plan is inconsistent with thresholds established within the City’s VMT Impact Standards, on-site land use, transportation, and urban design-related VMT-reducing features should be prioritized to demonstrate consistency. If feasible on-site features cannot achieve the VMT threshold, Specific Plan Amendments and land use development projects outside Specific Plan Areas may demonstrate equivalent consistency through off-site actions or fair-share fee contributions, or if consistency cannot be achieved, shall implement all feasible measures.</u>
<u>Policy CIRC4.5: Policy CIRC4.3 does not apply to projects that propose residential or office uses in Transit Priority Areas or low-VMT areas. Low-VMT areas are those shown by the General Plan travel demand model or the SCS travel demand model to have per-capita, per-employee, or per-service-population VMT rates that are at least 15 percent less than the baseline citywide or regional rate.</u>
<u>Policy CIRC4.6: Promote and incentivize Infill development, particularly affordable housing development, through assistance in obtaining outside grant funding and reductions or deferrals in impact fees.</u>
<u>Policy CIRC4.7: Continue to educate the public and business community about alternative modes of travel through Safe Routes to School, Transportation Systems Management, and other local and regional programs and events.</u>
Bikeways/Trails
[Goal 3] Establish education, encouragement and enforcement programs that increase bicyclist and motorist awareness of the rights and responsibilities of bicyclists in order to foster a climate of acceptance for bike riding. [Moved to be Policy CIRC5.6]
Goal CIRC5.4 [Goal 4]: Obtain Maintain the Bicycle Friendly Community Designation from the League of American Bicyclists.
Policy CIRC5.1 [Policy 1]: Develop a comprehensive and safe system of recreational and commuter bicycle routes and trails that provides connections between the City's major employment destinations (including employment) and housing areas and between its existing and planned bikeways.
Policy CIRC5.3 [Policy 4]: Enhance bicycle education, encouragement, and enforcement programs targeted at adult and child bicyclists and motorists.
<u>Policy CIRC5.5: Specific Plans shall incorporate an off-street, Class I bicycle system as part of the comprehensive on-street and off-street bikeway plan.</u>
Policy CIRC5.6 [Goal 3]: Establish Educate Education, encourage encouragement, and enforcement programs that increase bicyclist and motorist awareness of the rights and responsibilities of bicyclists in order to foster a climate of acceptance for bike riding. <i>[Moved from the referenced existing policy]</i>

Table 2-1. Policy Changes included in the Proposed General Plan Update
<u>Policy CIRC5.7: Include on-street and off-street bicycle improvements with new roadway and roadway expansion projects.</u>
Pedestrian Access [new Circulation Element component]
<u>Goal CIRC6.1: Increase the percentage of pedestrian trips in Roseville.</u>
<u>Policy CIRC6.1: Establish and maintain a safe and continuous pedestrian network that provides connections between residential areas and commercial retail and services, employment, public services, parks, and public transit.</u>
<u>Policy CIRC6.2: Promote development patterns that encourage people to walk to destinations.</u>
<u>Policy CIRC6.3: Enhance pedestrian-friendly street environments and design public spaces and destinations in a way that encourages walking.</u>
<u>Policy CIRC6.4: Sidewalks shall be required in all new Specific Plan Areas with new roadway construction and with roadway expansion.</u>
<u>Policy CIRC6.5: In reviewing proposed development projects and implementing public projects, the City will incorporate standards designed to protect the security of pedestrians and minimize the potential for collisions involving pedestrians.</u>
<u>Policy CIRC6.6: In the Infill Area, the City will actively seek funding sources to complete and maintain sidewalk networks.</u>
<u>Air Quality and Climate Change</u>
<u>Goal AQ1.1 [Goal 1]: Improve Roseville's air quality by: a) Achieving and Reduce local air pollutant emissions to assist with meeting and maintaining ambient air quality standards established by the U.S. Environmental Protection Agency and the California Air Resources Board; and, b) and minimizing public exposure to toxic or hazardous air pollutants and air pollutants that create a public nuisance through irritation to the senses (such as unpleasant odors).</u>
<u>Goal AQ1.3 [Goal 3]: Encourage the coordination Coordinate and integration of all forms of public transport to, while reducing motor vehicle emissions, through a decrease in the average daily vehicular trips and vehicle miles traveled, while encouraging an increase in, and by increasing the commute vehicle occupancy rate by 50% to 1.5 or more persons per vehicle.</u>
<u>Goal AQ1.4 [Goal 4]: Increase the capacity of the pedestrian, bicycle, and transit transportation systems and, Promote and the share of City owned vehicular transportation that uses less-polluting fuels, such as electricity, including the roadway system and alternate modes of transportation.</u>
<u>Goal AQ1.5 [Goal 5]: Provide adequate pedestrian and bikeway bicycle facilities for present and future transportation needs.</u>
<u>Goal AQ1.6 [Policy 6]: Promote a well-designed and efficient light rail and transit system.</u>
<u>Goal AQ1.7 [Policy 7]: While recognizing that the automobile is the primary form of transportation, the City of Roseville should make a commitment to shift from the automobile to other modes of transportation. Improve transit, bikingbicycle, and pedestrian access to lessen dependence on automobile travel and reduce household transportation costs.</u>
<u>Goal AQ1.8: Reduce City greenhouse gas emissions, consistent with local, regional, and state goals.</u>
<u>Goal AQ1.9: Enhance Roseville's resilience to local impacts of climate change.</u>
<u>Policy AQ1.1 [Policy 1]: Cooperate with other agencies to develop a consistent and an effective approach to reducing air pollution planning.</u>
<u>Policy AQ1.2 [Policy 2]: Work with the Placer County Air Pollution Control District to monitor air pollutants of concern on a continuous basis, and support Air District efforts to minimize emissions from stationary sources.</u>
<u>Policy AQ1.3 [Policy 3]: Projects that could generate substantial air pollutant emissions or expose sensitive uses to substantial air pollutant concentrations should incorporate strategies to reduce operational emissions, applicable emissions control exposure to such emissions using measures recommended by the Placer County Air Pollution</u>

Table 2-1. Policy Changes included in the Proposed General Plan Update
<u>Control District, and other relevant applicable, feasible strategies, as needed, to avoid significant air quality impacts</u> Develop consistent and accurate procedures for evaluating the air quality impacts of new projects.
<u>Policy AQ1.5: Coordinate with local and regional non-profits and other agencies to substantially increase Roseville's tree canopy, which serves as a natural air pollutant filtration system that can counter the urban heat island effect. Focus on neighborhoods without a tree canopy and areas prioritized for natural habitat restoration.</u>
<u>Policy AQ1.6: Require new development and City projects to reduce greenhouse gas emissions sources in the Planning Area to the greatest degree feasible.</u>
<u>Policy AQ1.7: The City will participate in and support regional greenhouse gas reduction and adaptation programs that are consistent with the General Plan and have available funding.</u>
<u>Policy AQ1.8: Use the Multi-Hazard Mitigation Plan and regional collaborations to guide implementation of adaptation and resilience strategies associated with the anticipated local impacts of climate change.</u>
<u>Policy AQ1.9: Preserve and enhance carbon sequestration resources in the City to improve air quality and reduce net greenhouse gas emissions.</u>
<u>Policy AQ1.10: Improve overall health and sustainability of the community by reducing emissions of greenhouse gases that contribute to climate change.</u>
<u>Policy AQ1.11: Promote local purchase and use of electric vehicles through incentives and strategic expansion of charging infrastructure.</u>
Policy AQ1.12 [Policy 5] Policy 5: Develop transportation systems that minimize vehicle delay and <u>reduce vehicle emissions by improving the desirability of walking, bicycling, and public transportation relative to vehicular travel air pollution.</u>
Policy AQ1.13 [Policy 6] Policy 6: Develop consistent and accurate procedures for mitigating transportation emissions from new and existing projects <u>Identify feasible strategies to reduce and transportation associated with existing development within the Planning Area.</u>
Policy AQ1.14 [Policy 7] Policy 7: Encourage alternative modes of transportation, including pedestrian, bicycle, and transit usage use.
<u>Policy AQ1.15: Promote and incentivize low-emissions vehicles and associated charging infrastructure. Pursue funding from state programs and other sources to facilitate local purchase and use of electric vehicles.</u>
Policy AQ1.16 [Policy 9]: Encourage <u>Implement</u> land use policies that maintain and improve air quality <u>and expand opportunities for transit-oriented development, which allows residents to significantly reduce vehicular transportation and associated air pollutant emissions.</u>
Policy AQ1.17 [Policy 10]: Conserve energy and reduce air <u>pollutant</u> emissions by encouraging energy efficient building designs and transportation systems <u>and promoting energy efficiency retrofits of existing structures.</u>
<u>Policy AQ1.18: Promote building and transportation energy efficiency in new residential and commercial development through encouraging and incentivizing implementation measures early in the design and development process.</u>
<u>Policy AQ1.19: Encourage energy efficiency by identifying potential cost savings, resource, and health benefits.</u>
Policy AQ1.20 [Policy 8]: <i>Separate air pollution-sensitive land uses from sources of harmful air pollution.</i>
Policy AQ1.21 [Policy 11]: Protect City residents from the risks involved in the transport, distribution, storage, use, and disposal of hazardous materials, <u>and coordinate with other agencies and organizations to reduce existing sources of health risk.</u>
<u>Policy AQ1.22: Support improvements to diesel engines, limits on idling, and incorporation of technology and management practices that reduce harmful emissions at the Rail Yard.</u>

Table 2-1. Policy Changes included in the Proposed General Plan Update
Open Space and Conservation
Open Space System
Goal OS1.1 [Goal 1]: Establish a comprehensive system of public and private open space, including interconnected open space corridors that should include <u>include</u> oak woodlands, riparian areas, grasslands, wetlands, and other open space resources.
Goal OS1.2 [Goal 2]: Utilize the open space system to connect neighborhoods and separate development areas within the City.
Goal OS1.3 [Goal 3]: Provide access to public open space areas through the establishment of a series <u>network</u> of public linkages <u>pedestrian and bicycle trails</u> that will be adequately managed and protected.
[Goal 5]: Consider alternatives to City ownership and management of open space preserve areas. <i>[moved to be Policy OS1.7]</i>
Policy OS1.3 [Policy 3]: Work with adjacent jurisdictions to connect the City with regional open space and trail systems, providing a network of open space and habitat resources, pathways, and, where reasonable <u>feasible</u> , equestrian trails through the City to link nearby communities.
Policy OS1.4 [Policy 4]: Require all new development to provide <u>pedestrian and bicycle</u> linkages to existing and planned open space systems. Where such access cannot be provided through the creation of open space connections, identify alternative linkages.
Policy OS1.6 [Policy 6]: Take into account consideration of natural habitat areas in developing <u>when designating</u> linkages <u>access to</u> , and in preserving open space areas. Identify alternate sites <u>locations and design</u> for linkages <u>access</u> where sensitive habitat areas have the potential to be adversely impacted.
Policy OS1.7 [Goal 5]: Consider alternatives to City ownership and management of open space preserve areas. <i>[Moved from referenced existing policy]</i>
<u>Policy OS1.12: In new development, properties adjoining open space should be oriented toward this open space in order to reduce maintenance, security, and aesthetic concerns. Not more than 50 percent of residential and non-residential properties, as measured by the length of adjoining parcel boundaries, should back up to adjacent open space.</u>
Vegetation and Wildlife
Goal OS2.2 [Goal 2]: Maintain healthy, and well-managed, <u>and connected</u> habitat areas in conjunction with one another, <u>that</u> maximizing the potential for compatible open space <u>habitat preservation and compatible</u> recreation, and visual experiences.
Policy OS2.1 [Policy 1]: Incorporate existing trees into development projects, <u>with an Particular emphasis</u> shall be placed on avoiding the removal of groupings or groves of trees. and w Where preservation is not feasible, continue to require mitigation for the loss of removed trees. Particular emphasis shall be placed on avoiding the removal of groupings or groves of trees.
Policy OS2.2 [Policy 2]: Preserve and rehabilitate <u>restore</u> continuous riparian corridors and adjacent habitat along the City's creeks and waterways.
Policy OS2.6 [Policy 6]: Provide for <u>the</u> protection and enhancement of native fishery resources, including as informed by continued coordination with the California Department of Fish and Wildlife to release water into Linda Creek.
Policy OS2.7 [Policy 7]: Require <u>consistency with the City of Roseville Open Space Preserve Overarching Management Plan for dedication and management of on-site wetland</u> cumulative mitigation plans for wetlands, where feasible, in association with <u>as part of</u> Specific Plans <u>new development</u> .
Policy OS2.8 [Policy 8]: Consider substitute <u>off</u> -site mitigation for federally non-regulated wetlands, provided that such mitigation will provide comparable habitat values.
Policy OS2.9 [Policy 9]: Limit the access of pedestrians and cyclists to vernal pool and wetland areas so that access is compatible with long-term protection of these natural resource areas, <u>consistent with the City's Open Space Preserve Overarching Management Plan.</u>

Table 2-1. Policy Changes included in the Proposed General Plan Update
Policy OS2.10 [Policy 10]: Manage public <u>open space preserves</u> lands with <u>that can provide habitat for</u> special-status species to encourage propagation of the species and discourage <u>spread of</u> non-indigenous, invasive species, <u>consistent with the City's Open Space Preserve Overarching Management Plan</u> .
Policy OS2.12 [Policy 12]: Consider the use of City property for habitat preservation and mitigation requirements resulting from <u>new</u> development proposals when such efforts do not conflict with existing resources, recreational opportunities, or other City goals, policies, or programs.
<u>Water Quality and Groundwater Recharge</u>
Policy OS3.1 [Policy 1]: Utilize cost-effective urban run-off controls, including Best Management Practices, <u>such as low impact development and naturalized stormwater management features</u> , to <u>reduce the rate of stormwater runoff</u> and limit urban pollutants from entering the watercourses.
<u>Historical, and Cultural, Tribal Cultural, and Paleontological Resources</u>
Goal OS4.1 [Goal 1]: Strengthen Roseville's unique identity through the protection of its archaeological, historic, <u>paleontological</u> , and <u>tribal</u> cultural resources.
<u>Policy OS4.1: Consult with local Native American Tribes that are traditionally and culturally affiliated with resources that could be affected by City plans or projects, identify areas that may be of cultural or tribal cultural significance, and determine appropriate treatment for the areas.</u>
Policy OS4.3 [Policy 2]: When feasible, incorporate significant archaeological and <u>tribal cultural resource</u> sites into open space areas.
Policy OS4.4 [Policy 3]: Subject to approval by <u>The City shall coordinate with</u> the appropriate federal, state, local agencies, and Native American Most Likely Descendant (MLD) Tribes upon discovery of artifacts. <u>The City shall offer the Maidu Museum & Historic Site as a temporary housing location for artifacts</u> that are discovered and subsequently determined to be "removable," should be offered for dedication to the Maidu Interpretive CenterMuseum & Historic Site.
Policy OS4.6 [Policy 5]: <u>Buildings and other resources that have historical or architectural value should be preserved, wherever feasible, and the City will encourage private property owners to preserve and maintain or renovate significant historic resources, consistent with applicable Department of the Interior historic preservation standards.</u> Establish standards for the designation, improvement and protection of buildings, landmarks, and sites of cultural and historic character.
Policy OS4.7 [Policy 6]: <u>Participate in countywide inventories of historical sites</u> Participate in the completion of a countywide inventory of historical sites.
Policy OS4.9 [Policy 8]: Explore <u>Pursue</u> funding for cultural, archaeological, and historic programs and activities.
Policy OS4.10 [Policy 9]: Provide opportunities to <u>for</u> public awareness and education through coordination with the <u>Roseville</u> Historical Society and local schools.
<u>Policy OS4.11: Provide guidance to construction personnel for recognizing paleontological resources and when items of paleontological significance are discovered within the City, a qualified paleontologist shall be called to evaluate the find and to recommend proper action.</u>
<u>Parks and Recreation</u>
Goal PR1.1 [Goal 1]: Provide adequate park land, recreational facilities, and <u>a wide variety of programs, activities, and educational opportunities</u> programs within the City of Roseville through <u>using</u> public and private resources.
Goal PR1.2 [Goal 2]: <u>Maximize the use of dedicated park lands and open space areas to provide</u> residents with both active/ <u>formal/programmable</u> and <u>passive/informal/non-programmed</u> recreation opportunities by maximizing the use of dedicated park lands and open space areas.
Policy PR1.1 [Policy 1]: The City shall ensure the provision of nine acres of parkland per 1,000 residents, <u>but may waive parkland acreage and fee requirements in targeted reinvestment areas, such as along mixed-use corridors in the Infill Area and the Downtown and Riverside Gateway Specific Plan Areas</u> except in certain instances in the Riverside and Downtown Specific Plan areas.

Table 2-1. Policy Changes included in the Proposed General Plan Update
Policy PR1.2 [Policy 2]: Retain flexibility in applying park lands standards, in terms of size, facilities, and service areas, so that existing and future needs can be met.
Policy PR1.3 [Policy 3]: The City may consider allocating park credits for lands <u>open space lands</u> that provides active and/or passive recreational value <u>to residents as counting toward the parkland standards.</u>
<u>Policy PR1.4: The City will consider payment of in-lieu fees for both development and parkland as an alternative to dedication of land in order to achieve the parkland standard.</u>
<u>Policy PR1.5: The City shall prioritize discretionary and grant funding for areas of the community that are underserved in terms of access to passive and active recreation opportunities.</u>
<u>Policy PR1.6: Identify opportunities to develop additional parks or other public recreation facilities in underserved areas of the community where access to such facilities exceeds a one-half mile walking distance for residents.</u>
<u>Policy PR1.7: Continue to collaborate with the local school district on planning, financing, and development of joint-use park and recreational facilities.</u>
Policy PR1.10 [Policy 6]: Take into consideration energy efficiency and water conservation, including the use of treated wastewater, in park <u>design and development of parks, streetscapes, and paseos</u> and design.
Policy PR1.12 [Policy 8]: Require that p <u>Parks and recreational facilities in new development areas</u> be phased or fully completed so as to <u>should</u> be available as <u>by the time</u> adjacent residential uses are developed <u>occupied.</u>
[Policy 9]: Continue to maintain and upgrade as necessary City parks and open space areas through the Parks, Recreation & Libraries Department, to assure safe, clean and orderly facilities. [Moved to Implementation Measures]
[Policy 10]: Continue to provide a wide variety of programs, activities, and educational opportunities for the community. [Moved to be Goal PR1.1]
Policy PR1.13 [Policy 11]: Through parks and recreation facilities and programs, A commodate those with special needs <u>through parks and recreation facilities and programs,</u> including <u>for</u> teenagers, seniors, and the disabled <u>people with disabilities,</u> and meet the requirements of the Americans <u>with</u> Disabilities Act.
Policy PR1.14 [Policy 12]: Ensure that <u>adequate funding is provided for initial development and ongoing maintenance and operation of</u> new public parks, and recreation facilities, open space, paseos, landscape areas and greenways. provide adequate funding for initial development, as well as ongoing maintenance and operation.
Public Facilities
Civic Center, Community Facilities, and Maintenance Facilities
Goal PF1.1 [Goal 1]: Continue to focus City administrative facilities downtown <u>Downtown</u> by providing efficient expansion opportunities to fill future needs, good public service and access, and a quality civic architectural image for the downtown area.
Policy PF1.1 [Policy 1]: <u>The City will plan for and maintain adequate City facilities in the Downtown area.</u> Continue to implement the Civic Center Master Plan
Policy PF1.2 [Policy 2]: Develop clustered community facilities, including libraries, parks, schools, community centers, and public meeting places, to maintain high <u>high</u> -quality services at the neighborhood level.
<u>Policy PF1.3: Explore collaborative or co-location agreements with public and private organizations and businesses where needed facility expansion by the City is not feasible due to limited resources and/or space.</u>
[Policy 3]: Implement the Corporation Yard Master Plan, including consolidation and expansion of existing maintenance services, at the Hilltop site.
<u>Policy PF1.4: Ensure the costs of ongoing maintenance and operations are fully considered when planning and designing new capital facilities.</u>
Public Library System
Goal PF2.3 [Goal 3]: Create environments that encourage opportunities for self-learning, <u>and</u> cultural and civic engagement.

Table 2-1. Policy Changes included in the Proposed General Plan Update
Policy PF2.2 [Policy 2]: Maintain the library in downtown Downtown Roseville as a key public service to revitalizing Downtown Roseville.
Policy PF2.3 [Policy 3]: Provide libraries throughout the City to <u>locally</u> service residents, <u>with a focus on</u> Consideration should be given to accessible, relatively higher-density and infill areas that are along major transit routes that utilize public transportation.
Policy PF2.4 [Policy 4]: Provide branch libraries to service population increments of ≈ approximately 40,000. The City shall give priority to the construction of new libraries in communities that are deficient in library services.
Policy PF2.5 [Policy 5]: Plan for the clustering and connection of community facilities in neighborhood centers that include, including parks, libraries, and community centers, and other complementary uses.
Policy PF2.6 [Policy 6]: Continue to partner with local school districts, businesses, community members, and Placer County in the provision of high high -quality library services.
Policy PF2.7 [Policy 7]: Encourage the transition of libraries as multi-functional facilities, cultural centers, gathering spaces, and as venues for programs, including arts-related events and programs.
Schools
Goal PF3.1 [Goal 1]: The provision of adequate school facilities is a community priority. The school districts and the City will work closely together to obtain adequate funding and site identify locations for new school facilities. If necessary, and where legally feasible, new development may be required to contribute, on the basis of need generated, 100% of the cost for new facilities.
Goal PF3.2 [Goal 2]: The City and the school districts enjoy encourage a mutually-beneficial arrangement in the joint-use of school and public facilities. Joint-use facilities shall be encouraged in all cases unless there are overriding circumstances that make it impossible or detrimental to either the school district or the City's park and recreation facilities/programs.
[Goal 3]: School facilities shall be available for use in a timely manner. <i>[Addressed by Policy FP3.2]</i>
Policy PF3.1 [Policy 1]: The City and the school districts will work cooperatively with the school districts to explore all local and State funding sources in order to secure adequate funding for new school facilities.
[Policy 2 addressed by Policy FP3.2]: Adequate facilities must be shown to be available in a timely manner before approval will be granted to new residential development.
Policy PF3.2 [Policy 3]: Financing for new school facilities will be encouraged to should be identified and secured before new development is approved, where feasible.
Policy PF3.4 [Policy 5]: The City and the school districts will work together to develop criteria for the designation of school sites, and consider the opportunities for reducing the cost of land for school facilities, and work to minimize the impact of school traffic on the adjacent neighborhoods vehicular traffic by ensuring Encourage opportunities for bicycle and pedestrian connections. The City shall encourage the school districts to comply with City standards in the design and landscaping of school facilities.
Policy PF3.5 [Policy 6]: For proposed joint -use facilities, t The City and the school districts will prepare a joint use study for each school facility to determine the feasibility of joint-use facilities. If determined to be feasible, a joint-use agreement will be pursued will pursue joint -use agreements to maximize public use of facilities, minimize duplication of services provided, and identify operational and maintenance responsibilities, and facilitate shared financial and operational responsibilities.
Policy PF3.7 [Policy 8]: Schools, where feasible, shall should be located away from hazards or sensitive resource conservation areas, except where the proximity of resources may be of educational value and the protection of the resource is reasonably assured.
<u>Policy PF3.9: Higher educational opportunities are a priority to the City and the region. The City will look for opportunities to support the establishment of universities and colleges in Placer County.</u>

Table 2-1. Policy Changes included in the Proposed General Plan Update
Electric Utility
Goal PF4.1 [Goal 1]: <u>Reliability: maintain a resilient and highly reliable electric system with sufficient resource capacity and reserves to meet current and future demand.</u> municipal electric utility that provides an efficient, economical, and reliable electric system.
<u>Goal PF4.2: Affordability: fulfill customer electric service needs at just and reasonable rates.</u>
Goal PF4.3 [Goal 2]: <u>Compliance: Comply with applicable local, state, and federal mandates.</u> Provide electric services to all existing and future Roseville development areas through the City's Electric Utility. The provision of services by another provider may be considered where it is determined that such service is beneficial to the City and its utility customers or the provision of City services is not feasible.
[Goal 3]: Maintain adequate sufficient resource reserves capacity consistent with industry standards, sound utility planning, and applicable contracts.
[Goal 4]: Aggressively pursue cost effective and environmentally safe alternative sources of energy and energy conservation measures.
Policy PF4.1 [Policy 1]: Secure new <u>supply-side and demand-side</u> electric resources, and transmission as necessary, to meet projected demand levels <u>forecasted demand and reserve requirements.</u>
Policy PF4.2 [Policy 2]: Provide improvements to the sub-transmission and distribution system, consistent with facility planning studies, to ensure <u>maintain</u> a reliable source of electricity is maintained.
<u>Policy PF4.4: Comply with federal, state, and local greenhouse gas reduction targets, including the renewable portfolio standards and carbon-free electricity requirements.</u>
[Policy 4]: Extend existing resource contracts if found to be in the best interest of the City.
[Policy 5]: Explore the feasibility of the development of and participation in renewable energy resources.
Policy PF4.5 [Policy 6]: Adopt <u>Maintain an Integrated</u> load/ r <u>Resource</u> management p <u>Plan</u> , incorporating energy efficiency, <u>demand- and supply-side management, greenhouse gas reduction, renewable portfolio standard compliance,</u> conservation, load management, and reliability strategies, identifying program objectives and implementation and monitoring mechanisms.
Policy PF4.6 [Policy 8]: Pursue reasonable and cost-effective energy efficiency, conservation, and load management programs <u>that provide benefits to the community,</u> pertinent to the electric utility system.
Policy PF4.7 [Policy 7]: Pursue effective measures to enhance reliability of through <u>through</u> interconnection of the <u>the</u> electric utility system to with the <u>with the</u> region-wide grid.
Policy PF4.9 [Policy 11]: Develop and implement public education programs designed to increase the public's awareness of energy issues, including conservation measures and practices.
[Policy 9]: Continue to pursue emergency electric supplies.
Privately Owned Utilities
Policy PF5.4 [Policy 4]: Work with non-City-owned utility providers to insure <u>ensure</u> that uses and equipment are planned and constructed in a manner consistent with adopted land use policies and design guidelines, to the extent feasible.
Water System
Goal PF6.1 [Goal 1]: Maintain a water system that adequately serves the existing community and planned growth levels <u>through buildout,</u> ensuring the ability to meet projected water demand and to provide needed improvements, repairs, and replacements in a timely manner.
Goal PF6.2 [Goal 2]: Provide water services to all existing and future Roseville water utility customers. The provision of services by another provider may be considered where it is determined that such service is beneficial to the City and its utility customers or the provisions of City services is not feasible.
Goal PF6.3 [Goal 3]: Ensure that safe drinking water standards are met and maintained, in accordance with State the <u>the California State Water Resources Control Board, Division of Drinking Water</u> Department of Health Services and EPA regulations.

Table 2-1. Policy Changes included in the Proposed General Plan Update
Goal PF6.4: [Goal 4] Actively pursue water conservation efficiency measures <u>to ensure compliance with all State of California mandates.</u>
Goal PF6.5 [Goal 5]: Actively pursue supplemental diverse water supplies, <u>including surface, groundwater, and other sources for water supply reliability and system improvements that increase reliability.</u>
<u>Goal PF6.6: Maintain systems that are resilient and reliable for treatment, conveyance, and energy infrastructure.</u>
Policy PF6.1 [Policy 1]: Secure and maintain sufficient and diverse sources of water to meet the needs of the existing community and planned growth.
Policy PF6.2 [Policy 2]: Provide sufficient water treatment capacity and infrastructure to meet projected water demand through City <u>buildout of the General Plan.</u>
Policy PF6.3 [Policy 3]: Initiate, upon 75% percent of treatment plant capacity, expansion studies to determine necessary improvements, if any , to meet projected water demand.
Policy PF6.4 [Policy 4]: Establish a process for monitoring Monitor growth trends to anticipate and plan for future water consumption demand needs.
Policy PF6.5 [Policy 5]: Ensure all development provides for and pays a New development shall pay a fair share of the cost for adequate water supply, treatment and distribution, including extension of water line mains extensions , easements acquisitions , and treatment plant expansions, water storage, groundwater wells, and pumping expansions, and dry year reliability.
Policy PF6.7 [Policy 7]: Provide an emergency back up system to add Develop a portfolio of energy supply and/or generation options to ensure sufficient energy reliability to for the potable water system facilities as determined by the Environmental Utilities Department. The City will continue to operate its surface water, groundwater, and recycled water systems conjunctively. Any additions to or expansions of the City water system shall include compatible facilities, infrastructure, and resource/supply mixes for like conjunctive operations, as determined by Environmental Utilities.
Policy PF6.8 [Policy 8]: Develop and expand pursue alternatives to continue delivery conjunctive use of water with from in collaboration with neighboring public agencies PCWA and SJWD water to Roseville.
Policy PF6.10 [Policy 10]: Develop and implement water conservation efficiency standards and measures as necessary elements of the water system.
Policy PF6.11 [Policy 11]: Continue Implement and the management and expansion of the groundwater and aquifer storage and recovery program to increase resiliency and reliability of water supply during all supply conditions. Any additions to, or expansions of the City's system shall include like facilities, infrastructure, and technologies for aquifer storage and recovery.
Policy PF6.12 [Policy 12]: Establish a process for Continue monitoring and advocacy for legislative and regulatory requirements that would provide local benefits for the City's water advocating for or against new legislative and regulatory requirements affecting/benefitting the manner in which services are provided to the city's utility customers.
Wastewater and Recycled Water Systems
Goal PF7.2 [Goal 2]: Provide wastewater services to all existing and future Roseville development through the City's wastewater utility. The provision of services by another provider may be considered when it is determined that such service is beneficial to the City and its utility customers or the provision of City services is not feasible.
Goal PF7.4 [Goal 4]: Meet State of California and EPA water quality State and federal standards for the discharge of treated wastewater, as well as meet State of California water quality standards for the production of recycled water.
[Policy 2]: Ensure adequate storm surge capacity at the wastewater treatment plants.
Policy PF7.2 [Policy 3]: Initiate, upon 75 percent utilization of treatment plant capacity, expansion studies to determine necessary demand management and capacity improvements to meet projected wastewater treatment demands.
Policy PF7.3 [Policy 4]: Ensure that wastewater treatment capacity is available for proposed planned development and intensification and that wastewater generation is minimized.
Policy PF7.5 [Policy 6]: Develop and plan, and provide incentives for the use of recycled water by the public and private sectors.

Table 2-1. Policy Changes included in the Proposed General Plan Update
Policy PF7.7 [Policy 8]: <u>Continue monitoring and advocacy for legislative and regulatory requirements that would provide local benefits for the City's wastewater utility customers.</u> Establish a process for monitoring new legislative and regulatory requirements affecting the manner in which services are provided to the City's utility customers.
Solid Waste Collection and Disposal, Source Reduction & Recycling
Policy PF8.2 [Policy 2]: Comply with the source reduction and recycling standards mandated by the State by reducing the projected quantity of solid waste disposed at the regional landfill by 50%, as well as any mandated future reductions.
Policy PF8.3 [Policy 3]: Require a waste characterization profile as part of the initial study, under the California Environmental Quality Act (CEQA), for <u>proposed</u> large-scale commercial and industrial development projects.
Policy PF8.5 [Policy 5]: Develop <u>and implement</u> public education and recycling programs.
Water and Energy Efficiency
Goal PF9.1 [Goal 1]: Preserve scarce resources by recognizing the importance of <u>efficiency</u> conservation in water and energy management.
Goal PF9.2 [Goal 2]: Balance conservation <u>efficiency</u> efforts with water and energy supplies for the maximum benefit of Roseville's residents.
Policy PF9.1 [Policy 1]: Develop and implement water conservation <u>efficiency</u> standards.
[Policy 2]: Implement various water conservation plans developed by the Environmental Utilities Department.
Policy PF9.3 [Policy 4]: Protect the quality and quantity of the City's groundwater <u>by actively seeking, throughout the City, areas suitable for groundwater recharge with land areas with suitable soils and geology for ground-water recharge.</u> and consider designating areas as open space where recharge potential is high.
Policy PF9.4 [Policy 5]: Develop and adopt a landscape ordinance that provides <u>implement</u> standards for the use of drought tolerant, and water- conserving <u>efficient</u> landscape practices for both public and private projects.
Policy PF9.5 [Policy 6]: Develop and implement public education programs designed to increase public participation in energy, water conservation <u>efficiency</u> , and recycled water use.
Policy PF9.8 [Policy 9]: Preserve scarce <u>natural</u> resources by undertaking major projects in energy conservation and load management, including increasing efficiency in the City's electrical system.
Policy PF9.9 [Policy 10]: Continue and expand energy efficiency and conservation programs to serve all utility users.
Safety
Seismic and Geologic Hazards
Policy SAFE1.1 [Policy 1]: Continue to monitor seismic activity in the region and take appropriate action if significant seismic hazards, including potentially active faults, are discovered in the planning area <u>Planning Area.</u>
Policy SAFE1.3 [Policy 3]: Minimize soil erosion and sedimentation through by maintaining compatible land uses, suitable building <u>placement, maximum lot coverage standards, context-sensitive</u> designs, and appropriate construction techniques.
Flood Protection
Policy SAFE2.1 [Policy 1]: Continue to regulate, through land use, zoning, and other restrictions, all uses and development in areas subject to potential flooding and require new development to comply with the State Plan of Flood Control <u>requirements.</u>
Policy SAFE2.2 [Policy 2]: Monitor and regularly update City flood studies, modeling, and associated land use, zoning, <u>drainage fees and flood management projects,</u> and other development regulations.
Policy SAFE2.3 [Policy 3]: Continue to pursue a regional approach to flood issues. <u>Participate in efforts to secure adequate flood management funding.</u>
Policy SAFE2.4 [Policy 4]: Provide flood warning and forecasting information to <u>the</u> community residents to reduce impacts to personal <u>private</u> property.

Table 2-1. Policy Changes included in the Proposed General Plan Update
Policy SAFE2.6 [Policy 6]: Require new developments to <u>evaluate potential flood hazards, and</u> provide mitigation to insure <u>ensure</u> that the cumulative rate of peak run-off is maintained at pre-development levels.
Policy SAFE2.8 [Policy 8]: Establish <u>and maintain</u> flood control assessment districts or consider other funding mechanisms to mitigate flooding impacts.
Police Services
Policy SAFE3.4 [Policy 4]: Establish programs that respond to community concerns of crime, gangs, drug abuse, <u>homelessness, mental health,</u> and traffic.
[Policy 6]: Continue to enforce, update, and expand the Building Security Ordinance.
Policy SAFE3.7 [Policy 7]: Design parks to facilitate <u>that are conducive to</u> surveillance by adjoining residents, security services, and police.
Policy SAFE3.9 [Policy 9]: Coordinate with park rangers <u>patrol officers</u> in patrolling parks, and open space, <u>and trails</u> areas and continue coordination with other law enforcement agencies.
Fire Protection
Goal SAFE4.1 [Goal 1]: Protect against the loss of life, property, and the environment by the application of appropriate preventive on , educational al , and operational measures.
Policy SAFE4.2 [Policy 2]: <u>Continue to follow service level response times, as listed in the City's Standards of Cover document.</u> Strive to achieve the following service levels: Strive to achieve the following service levels: –8 minute 12 second Total Response Time 11 minute 30 second Effective Response Force 90 Second Call Processing Time 90 Second Turnout Time 5 minute 12 second Travel Time Maintain ISO rating of 3 or better
[Policy 7]: Continue to completion the permanent fire training classroom facility at the Fire Training Center.
[Policy 8]: Provide a comprehensive emergency medical services program to provide Advance Life Support services and ensure reliable ambulance transport services to aid citizens in need of rescue or medical assistance.
Hazardous Materials
Policy SAFE5.1 [Policy 1]: Require the disclosure, of the use, and storage, <u>and disposal</u> of hazardous materials in existing and proposed industrial and commercial activities and siting of hazardous waste disposal facilities in accordance with to comply with Placer County guidelines and state law local, state, and federal safety standards.
Policy SAFE5.3 [Policy 3]: Cooperate fully with both public and private agencies, as defined in the City of Roseville Hazardous Materials Emergency Response Plan in the event of a hazardous material emergency.
[Policy 4]: Develop a hazardous materials truck route through the City of Roseville and limit pickup and delivery of hazardous materials of hazardous materials during peak traffic hours.
Health Services
Policy SAFE6.1 [Policy 1]: The City shall plan for the public health implications of climate change, including disease and temperature effects Encourage the establishment of a trauma center to service the South Placer area. <u>The City shall plan for the continued growth and establishment of health services, and expand healthcare access to serve the South Placer region.</u>
Noise
Policy N1.1 [Policy 1]: <u>The City's exterior noise compatibility standards for uses affected by transportation noise sources are included as Table IX-1. Exterior noise levels shall be mitigated to the extent feasible using site planning, building orientation, and/or other construction techniques or design features. Noise barriers should only be used</u>

Table 2-1. Policy Changes included in the Proposed General Plan Update <u>after other feasible noise reduction strategies are exhausted, and not where they would interrupt existing or future community visual, pedestrian, or bicycle connectivity.</u> Allow the development of new noise sensitive land uses (which include but are not limited to residential, schools, and hospitals) only in areas exposed to existing or projected levels of noise from transportation noise sources which satisfy the levels specified in Table IX-1. Noise mitigation measures may be required to reduce noise in outdoor activity areas and interior spaces to the levels specified in Table IX-1. Recognizing that in increasingly urban areas it is difficult to maintain suburban noise standards, and in order to facilitate the City's goals to encourage reinvestment and economic development in the Riverside and Downtown Specific Plan areas, the City may elect to allow new noise sensitive land uses on a case by case basis in proximity to transportation sources. Noise mitigation, including an acoustical analysis, would be required to reduce interior space noise levels to the standards specified in Table IX-1. Exterior noise levels would require mitigation to the extent feasible using building orientation, construction and design features; however ultimately, noise levels may exceed the noise standards identified in Table IX-1.
<u>Policy N1.2: The City's interior noise compatibility standards for uses affected by transportation noise sources are 45 dBA L_{dn} for noise-sensitive uses such as residences, lodging, hospitals, assisted living facilities, and other places where people normally sleep. For noise-sensitive uses where people do not sleep, such as offices, schools, and uses with similar noise sensitivity, noise levels should be no greater than 45 dBA L_{eq}. Proposed projects should incorporate noise reduction strategies, if necessary, to achieve these interior noise levels.</u>
<u>Policy N1.3: The City's exterior noise compatibility standards for uses affected by non-transportation-related noise are defined within the City's Noise Ordinance, and should be applied consistent with the Noise Ordinance.</u>
Policy N1.4 [Policy 2]: <u>The City will require new transportation improvement projects to be designed to limit noise impacts consistent with the standards contained in Table IX-1, to the extent feasible, through the use of appropriate attenuation techniques.</u> Require new roadway improvement projects to be mitigated so as not to exceed the noise levels specified in Table IX-1 at outdoor activity areas or interior spaces of existing noise sensitive land uses.
[Policy 3]: Evaluate new transportation projects, such as light and heavy rail, using the standards contained in Table IX-1. However, noise from these projects may be allowed to exceed the standards contained in Table IX-1 if the City Council finds that there are special overriding circumstances.
Policy N1.5 [Policy 4]: <u>If existing noise levels exceed the noise compatibility standards in Table IX-1 or Policy N1.2, then feasible methods of reducing noise to levels consistent with standards should be considered, but are not required. However, if existing noise levels exceed noise compatibility standards and a project results in a significant increase in noise (as defined below), then feasible methods of reducing noise to avoid a significant noise increase should be applied. In no case should a project result in a Clearly Unacceptable noise level according to Table IX-1.</u> • <u>Where existing exterior noise is less than 60 dB, a ≥ 5 dBA increase in noise is significant.</u> • <u>Where existing exterior noise is between 60 and 65 dBA, a ≥ 3 dB increase in noise is significant.</u> • <u>Where existing exterior noise is greater than 65 dB ≥ 1.5 dBA increase in noise is significant.</u> Require an acoustical analysis where: a. _____ Noise sensitive land uses are proposed in areas exposed to existing or projected noise levels exceeding the levels specified in Table IX-1; b. _____ Proposed transportation noise source projects are likely to produce noise levels exceeding the levels specified in Table IX-1 at existing or planned noise sensitive uses. An acoustical analysis shall be required as part of the environmental review process so that noise mitigation may be considered in the project design.
<u>Policy N1.6: In order to facilitate reinvestment and economic development, if noise mitigation is found to be infeasible or in conflict with other City policies regarding community design, the City may elect to allow noise levels that exceed the noise standards identified in Table IX-1, although in no case should application of this policy result in a Clearly Unacceptable noise level according to Table IX-1.</u>
Policy N1.7 [Policy 5]: <u>The City will</u> work in cooperation with Caltrans and the Union Pacific <u>Railroad</u> to maintain noise level standards for both new and existing projects in compliance with Table IX-1.
<u>Policy N1.8: Public events, such as school sporting events, community festivals, and similar community and temporary events, and noise associated with emergency vehicles, alarms, or signals are exempt from the noise standards outlined in this Element.</u>

Table 2-1. Policy Changes included in the Proposed General Plan Update
[Policy 6]: Allow the development of new noise sensitive uses (which include, but are not limited to, residential, school, and hospitals) only where the noise level due to fixed (non transportation) noise sources satisfies the noise level standards of Table IX-3. Noise mitigation may be required to meet Table IX-3 performance standards. Recognizing that in increasingly urban areas it is difficult to maintain suburban noise standards, and in order to facilitate the City's goals to encourage reinvestment and economic development in the Riverside and Downtown Specific Plan areas, the City may elect to allow new noise-sensitive land uses on a case by case basis in a mixed-use environment. Noise levels would require mitigation to the extent feasible using building orientation, construction and design features; however ultimately, noise levels may exceed noise standards identified in Table IX-1.
[Policy 7]: Require proposed fixed noise sources adjacent to noise sensitive uses to be mitigated so as not to exceed the noise level performance standards of Table IX-3.
[Policy 8]: Require an acoustical analysis where: Noise sensitive land uses are proposed in areas where existing or anticipated future fixed noise sources may a. Proposed non residential or other fixed noise sources are likely to produce noise levels exceeding the performance standards of Table IX-3 at existing or planned noise sensitive uses. An acoustical analysis shall be required as part of the environmental review process so that noise mitigation may be considered during project design.
[Policy 9]: Where noise mitigation measures are required to achieve the standards of Tables IX-1 and IX-3, the emphasis of such measures should be placed on site planning and project design. These measures may include, but are not limited to, building orientation, setbacks, landscaping, and building construction practices. The use of noise barriers, such as soundwalls, should be considered as a means of achieving the noise standards only after all other practical design-related noise mitigation measures have been integrated into the project.
Policy N1.9 [Policy 10]: <u>Construction-related noise that is consistent with the City's Noise Ordinance is exempt from the noise standards outlined in this Element.</u> Regulate construction-related noise to reduce impacts on adjacent uses consistent with the City's Noise Ordinance.
<u>Policy N1.10: Include all feasible measures necessary, as a part of proposed development and public infrastructure projects to avoid substantial annoyance for adjacent vibration-sensitive uses, consistent with California Department of Transportation and Federal Transit Agency guidance.</u>

2.5.3 UPDATES TO THE FORMAT TO BE MORE USER FRIENDLY

This includes updates for clarity and concision, incorporating images and other graphics, and moving detailed existing conditions information that goes quickly out of date to the General Plan Update EIR, so that the goals and policies become the focus of the body of the General Plan. Whereas the existing General Plan includes lengthy Setting and Outlook sections with text and tables for each topical area in an Element, the proposed General Plan includes a brief description of the topical area and then proceeds immediately to the goals and policies section. Using the Functional Classification section of the Circulation Element as an example, before reaching the goals and policies the existing General Plan includes:

- ▶ A one-page Setting section describing, in detail, the definition of functional classification, how roadways work, the history of the City's roadway system, a description of each roadway classification and its function and relationship to the City, as well as a summary of truck routes.
- ▶ An Outlook section describing the long-range planning for functional classifications.
- ▶ Four pages for maps and tables identifying every roadway in the City and its classification.

In the proposed Update, the Functional Classification section includes:

- ▶ One page describing the purpose of a functional classification system, and what the City’s classification system includes.
- ▶ Two maps, one showing the City’s roadway classifications and the other showing truck routes.

Other descriptive text has either been deleted, because the information is already contained within the City’s Improvement Standards and other documentation, or has been moved to the General Plan Update EIR. These changes do not affect how the General Plan is implemented or understood, they simply remove extraneous background information to create a more focused and accessible document that is focused on achieving the City’s long-term, comprehensive vision.

2.5.4 REVISE OUTDATED INFORMATION

Throughout the General Plan Update, outdated information that is important for understanding the City’s long-term development and conservation goals is updated.

2.5.5 ELEMENTS OF THE GENERAL PLAN

The General Plan contains an introductory chapter and nine elements:

1. Land Use
2. Circulation
3. Air Quality and Climate Change
4. Open Space and Conservation
5. Parks and Recreation
6. Public Facilities
7. Safety
8. Noise
9. Housing

The General Plan also incorporates a glossary and an appendix. The appendix includes a list of references that were used in the preparation of the General Plan, including issue papers prepared by the consultant during scoping, the EIR, and specific plans. All referenced materials are available through the Roseville Development Services Department – Planning Division during normal business hours, or on the City’s webpage at www.roseville.ca.us.

Each Element of the General Plan includes some background information to establish the context for the goals and policies. This background information is followed by goals and policies. Goals are a statement of the desired future condition related to public health, safety, or general welfare of the community. Goals set directions for policies. Policies are statements or conditions that guide decision making in relation to managing land use change, prioritizing public investments, mitigating environmental effects, and other related actions. Policies convey the City’s position on particular topics. Implementation measures are actions necessary to carry forward the City’s policies.

NOTICE OF AVAILABILITY

Notice is hereby given that, as Lead Agency, the City of Roseville, Development Services Department, Planning Division has prepared a Draft Environmental Impact Report for public review pursuant to the California Environmental Quality Act (CEQA).

Project Title/File#/SCH#: General Plan Update; PL#16-0336; 2019080418

Project Location: City of Roseville

Project Owner/Applicant: City of Roseville, 311 Vernon Street, Roseville, CA 95678

Project Planner: Gina McColl, Associate Planner, (916) 774-5452, gmccoll@roseville.ca.us

Project Description: The purpose of this update is to comply with new State planning laws, the 2017 General Plan Guidelines, and updates to the CEQA Guidelines and case law; revise outdated information; improve and clarify policy language; and make the General Plan more readable and user-friendly. The City is not proposing changes to the Land Use Map or Sphere of Influence as a part of this update. The complete description of changes is in the Project Description chapter of the EIR (link below). Revisions include:

- ▶ Circulation Element: updates to reflect Assembly Bill (AB) 1358 (Complete Streets), and SB 743, and CEQA Guidelines Section 15064.3 as they relate to active transportation and travel demand management (vehicle miles traveled, or “VMT”). This includes new VMT policies.
- ▶ Air Quality & Climate Change Element: updates to include feasible mitigation to reduce GHG emissions, including a new greenhouse gases policy.
- ▶ Open Space & Conservation Element: updates to reflect State law related to Native American consultation.
- ▶ Noise Element: updates for clarity and revisions to the City’s goals for land use and noise compatibility that reflect current best practices, including changes to the City’s exterior noise compatibility standards.

Document Review and Availability: The Draft Environmental Impact Report may be reviewed online at www.roseville.ca.us/GeneralPlan. Significant effects on the environment anticipated as a result of the project include impacts related to transportation, air quality, noise, cultural and tribal cultural resources, utilities and service systems, and aesthetics, and significant cumulative effects related to greenhouse gas emissions, air quality, noise, biological resources, cultural and tribal cultural resources, utilities and service systems, and aesthetics.

The public review and comment period begins on May 8, 2020 and ends on June 22, 2020. **Written comments on the adequacy of the Draft Environmental Impact Report may be submitted in hard copy to Gina McColl, Planning Division, 311 Vernon Street, Roseville, CA 95678 or via e-mail at gmccoll@roseville.ca.us, and must be received no later than 5:00 pm on June 22, 2020.** A public hearing before the Planning Commission of the City of Roseville is tentatively scheduled for June 25, 2020. A second notice providing the date, time, and place of the public hearing will be published by the City for the proposed project.

Mike Isom
Development Services Director

Dated: April 30, 2020

Publish: May 8, 2020

RESOLUTION NO. 20-317

CERTIFYING A FINAL ENVIRONMENTAL IMPACT REPORT RELATING TO THE
GENERAL PLAN UPDATE PROJECT, ADOPTING THE FINDINGS OF FACT AND
STATEMENT OF OVERRIDING CONSIDERATIONS, AND ADOPTING
MITIGATION MEASURES

WHEREAS, in 2017 City Council directed staff to proceed with an update to the General Plan; and

WHEREAS, the City determined that an environmental impact report (“EIR”) should be prepared for the General Plan Update (“Project”) pursuant to the California Environmental Quality Act (“CEQA”), Public Resources Code Sections 21000 *et seq.*; and

WHEREAS, in August 2019, the City issued a Notice of Preparation (“NOP”) of the EIR; and

WHEREAS, the NOP was circulated for comment by responsible and trustee agencies and the public for a total of 30 days, from August 26, 2019 through September 24, 2019; and

WHEREAS, on May 8, 2020, the Draft EIR for the Project (State Clearinghouse No. 2019080418) was distributed to the public for review and comment for a 45-day period that ended June 22, 2020; and

WHEREAS, the Draft EIR and comments received thereon were reviewed by the Planning Commission at a public hearing on June 25, 2020; and

WHEREAS, written responses to all comments received on the Draft EIR have been prepared and are presented in the Final EIR, which was issued on July 24, 2020; and

WHEREAS, the Final EIR (Exhibit A), consisting of the Draft EIR and Final EIR and all documents incorporated therein, has been presented to the City Council and the City Council has reviewed and considered the information in the Final EIR.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville, having independently considered the environmental effects of the Project as shown in the Final EIR, as follows:

1. It is hereby certified that the City Council has reviewed the Final EIR prepared for the Project, all staff reports pertaining to the Project, and all other pertinent documents relating to the preparation of the Final EIR, and that the Final EIR is adequate, complete and has been prepared in compliance with CEQA and any related laws.

2. It is hereby certified that the Final EIR reflects the independent judgement and analysis of the City Council of the City of Roseville and that the City Council reviewed and considered the information contained in the Final EIR prior to approving the Project.

3. The City Council hereby adopts the CEQA Findings of Fact and Statement of Overriding Considerations of the City Council of the City of Roseville for the General Plan Update Project (“Findings”), on file with the City Clerk, pursuant to Public Resources Code Section 21081.

4. The City Council hereby adopts and incorporates into the Project all the mitigation measures for the Project that are within the responsibility and jurisdiction of the City that are identified in the Findings.

5. The City Council hereby adopts the Final EIR for the Project, as certified.

6. The City Council specifies that the documents and other material that constitute the record of the proceedings on which the City Council's decision is based shall be located in the offices of the Planning Division and in the custody of the Development Services Director.

7. The City Clerk is directed to file a Notice of Determination, together with this Resolution and its exhibits, if any, in the Office of the County Clerk of Placer County and, in accordance with Public Resources Code Section 21152, shall cause such Notice to be posted in the County Clerk's Office, all within five working days after City Council action to approve the Project.

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

City Clerk

The General Plan Update Final EIR, including the Draft EIR, is available to view online at www.roseville.ca.us/GeneralPlan

CEQA FINDINGS OF FACT
and
STATEMENT OF OVERRIDING CONSIDERATIONS

OF THE CITY COUNCIL
OF THE CITY OF ROSEVILLE

for the

City of Roseville 2035 General Plan Update

July 2020

I. INTRODUCTION

The Environmental Impact Report (EIR) prepared for the City of Roseville 2035 General Plan Update (proposed General Plan Update), also referred to as “the proposed project,” addresses revisions to goals, policies, and implementation measures in the City’s existing 2035 General Plan, which was adopted in 2016 (“existing General Plan”). The proposed General Plan Update provides new and revised goals, policies, and implementation measures.

These findings have been prepared to comply with requirements of the California Environmental Quality Act (CEQA) (Public Resources Code, Section 21000 et seq.) and the CEQA Guidelines (Cal. Code Regs., tit. 14, Section 15000 et seq.). CEQA generally requires that a lead agency must take reasonable efforts to mitigate or avoid significant environmental impacts when approving a project. In order to effectively evaluate any potentially significant environmental impacts of a proposed project, an EIR must be prepared. The EIR is an informational document that informs the agency decision-making bodies and the public in general of any potentially significant environmental impacts. The preparation of an EIR also serves as a medium for identifying possible methods of minimizing any significant effects and assessing and describing a reasonable range of potentially feasible alternatives to the project that could reduce or avoid adverse physical environmental effects.

Preparation of the EIR for the proposed General Plan Update was overseen by the City of Roseville (City) as the “lead agency” in accordance with CEQA and has been prepared to identify and assess the anticipated effects of the project. The City, as the lead agency, has the principal responsibility for approval of the proposed General Plan Update.

II. TERMINOLOGY OF FINDINGS

CEQA and the CEQA Guidelines require that, for each significant environmental effect identified in an EIR for a proposed project, the approving agency decision-making body must issue a written finding reaching one or more of the three allowable conclusions (Public Resources Code, Section 21081, subds. [a][1]-[3]; see also CEQA Guidelines, Section 15091, subds. [a][1]-[3]):

1. Changes or alterations which avoid or mitigate the significant environmental effects as identified in the EIR have been required or incorporated into the project;
2. Such changes or alterations are within the responsibility and jurisdiction of another public agency and not the agency making the finding, and such changes have been adopted by such other agency or can and should be adopted by such other agency; or
3. Specific economic, legal, social, technological, or other considerations, including consideration for the provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or project alternatives identified in the Draft EIR.

For purposes of these findings, the terms listed below will have the following definitions:

- ▶ “Mitigation measures” shall constitute the “changes or alterations” discussed above.
- ▶ “Avoid” refers to the effectiveness of one or more mitigation measures to reduce an otherwise significant effect to a less-than-significant level.
- ▶ “Feasible,” pursuant to the CEQA Guidelines, means capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, legal, social, and technological factors.

III. DEFINITIONS AND ACRONYMS

Unless otherwise stated herein, these findings use the same definitions and acronyms set forth in the EIR.

IV. PROJECT DESCRIPTION

A. PROJECT LOCATION AND SETTING

The City of Roseville is located in Placer County, approximately 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.

B. THE CITY’S PLANNING AREA AND PROJECT SITE

The Planning Area for the General Plan Update includes all areas within the City limits and those areas outside City limits that are within the City’s Sphere of Influence. The Planning Area is approximately 29,000 acres or 45 square miles in total land area.

SPHERE OF INFLUENCE

Contained within the Planning Area is 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.

EXISTING LAND USE

Within the City’s Planning Area, 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 occupy approximately 20 percent of the Planning Area. Approximately 15 percent of the Planning Area is dedicated to road rights-of-way. Commercial and industrial land occupies approximately 10 percent of the Planning Area. The balance of the Planning Area is currently in agricultural production.

C. PROJECT BACKGROUND

The General Plan provides the basis for the City’s regulation of the overall amount, character, and location of urban development, as well as preservation and natural resource conservation, economic development, transportation, safety, public facilities and services, and housing. As the City’s “constitution,” or “charter” for future development, the General Plan fulfills State legal requirements for long-range comprehensive planning and provides a framework for the City to exercise its land use entitlement authority, as provided under State law. The General Plan identifies locations within the Planning Area where there is capacity for future growth and identifies how the City will protect, enhance, and maintain a high quality of life as the City grows, and the Planning Area is developed.

Because the General Plan includes projections of future development capacity, it serves as a tool for the City and other service providers to plan for services, facilities, infrastructure, and environmental mitigation. The General Plan is a decision-making guide – the City relies on the General Plan when reviewing private development applications, public investments, and other important actions to ensure that they are consistent with the General Plan. The General Plan also provides direction for agencies or organizations that do business or provide services in the City’s Planning Area.

D. PROJECT DESCRIPTION

The City’s last comprehensive General Plan update was in 1992. The General Plan has been amended with the adoption of specific plans since then, the most recent update in 2016 with the adoption of the Amoruso Ranch Specific Plan.¹ The Housing Element was certified by the State Department of Community Development in 2013, addressing the Regional Housing Needs Allocation requirements for the planning period of 2013 to 2021. No changes to the Housing Element are proposed as part of this update. Updates to Housing Elements are cyclical, with the required timing based on State law. The City’s next Housing Element update will be due in June 2021.

The purpose of this Update is to comply with new State planning laws, the 2017 General Plan Guidelines, and updates to CEQA Guidelines and case law; revise outdated information; improve and clarify policy language; and make the General Plan more readable and user-friendly. The City is not proposing changes to the Land Use Map or Sphere of Influence as a part of this Update.

The following revisions are proposed as a part of this proposed General Plan Update. For more detail on the Project Description, see Chapter 2 of the Draft General Plan Update EIR.

NUMBERING AND ORGANIZATION OF GOALS AND POLICIES

In order to ensure each goal and policy in the General Plan has a unique, citable identifier, the existing format has been changed to include the Element abbreviation, a section number, and a policy number. For

¹ As noted, this proposed General Plan Update does not include changes to land use designations or any expansion to the Planning Area or Sphere of Influence. Throughout the EIR, “proposed General Plan Update,” “General Plan Update,” and “General Plan” are used to refer to *this* proposed update. Whenever referring to the version of the General Plan adopted in 2016, the EIR uses the terminology “existing General Plan” to avoid confusion.

example, in the second policy section of the Circulation Element (Level of Service), the existing identifier in the General Plan is “Goal 1, Policy 1,” and the identifier in the proposed General Plan would be “Goal CIRC2, Policy CIRC2.1.”

GENERAL PLAN UPDATE GOALS, POLICIES, AND IMPLEMENTATION MEASURES

This proposed General Plan Update has been updated for consistency and clarity, and to be consistent with current best practices, State laws, and the General Plan Guidelines. The following revisions are proposed as a part of this General Plan Update:

- ▶ Circulation Element: updates to reflect Assembly Bill (AB) 1358 (Complete Streets), and SB 743, and CEQA Guidelines Section 15064.3 as they relate to active transportation and travel demand management (vehicle miles traveled, or “VMT”).
- ▶ Air Quality & Climate Change Element: updates to include feasible mitigation to reduce GHG emissions.
- ▶ Open Space & Conservation Element: updates to reflect State law related to Native American consultation.
- ▶ Noise Element: updates for clarity and revisions to the City’s goals for land use and noise compatibility which reflect current best practices, including changes to the City’s exterior noise compatibility standards.

The following Table 1 is a summary table of changes to the goals and policies within each Element of the General Plan, with [brackets] to show the existing policy number, deletions in ~~striketrough~~, additions in **bold, underlined text**, and [*brackets with italics*] to indicate text that has been moved to or from elsewhere.

For a complete description of proposed changes to the General Plan, please refer to the draft proposed General Plan Update, under separate cover.

Table 1. Policy Changes included in the Proposed General Plan Update
Land Use
Community Form: General
Goal LU1 [Goal 1]: a. Distinction from other communities through <u>the</u> quality of development and the high level of services provided its <u>to</u> citizens. b. A commitment to preserving its small-town attributes and cultural heritage, and a dedication to promoting a strong sense of community, while preserving individual neighborhoods and promoting a prosperous business community. c. Continuing to be a family-oriented community that, which offers opportunities to pursue various lifestyles.
Policy LU1.1 [Policy 1]: Ensure high-quality development in new and existing development areas, as defined through specific plans, the development review process, and <u>the</u> Community Design Guidelines.
Policy LU1.3 [Policy 3]: Continue to provide a full range of public services and maintain high levels of service <u>for public facilities, services, transportation, open space, and parks and recreation,</u> as specified in other

Table 1. Policy Changes included in the Proposed General Plan Update
elements of this Plan, including the Public Facilities, Open Space and Conservation, Safety, Circulation and Parks and Recreation Elements.
Policy LU1.6 [Policy 6]: Through development approvals and City programs (e.g., revitalization, Capital Improvement Program, parks and recreation programs, etc.), assure ensure that all portions of the community are linked and integrated.
Policy LU1.7 [Community Form – Downtown, Neighborhoods, Policy 2]: Promote land use patterns that result in the dispersion of secondary or satellite services including libraries, schools, parks, public meeting places, and commercial uses throughout the community through the establishment of neighborhood centers. <i>[Moved from referenced existing policy location]</i>
Community Form: Development Patterns, Transportation, and Air Quality/Greenhouse Gas Emissions
Goal LU2 [Goal 2]: While recognizing that the automobile is the primary form of transportation, the City of Roseville should make a commitment to shift from the automobile to other modes of transportation. <u>Achieve a community form that supports convenient and safe pedestrian, bicycle, and transit access.</u>
Policy LU2.1 [Policy 1]: Promote land use development patterns that support a variety of transportation modes and accommodate pedestrian mobility.
Policy LU2.2 [Policy 2]: Allow for land use patterns and mixed- use development that integrates residential and non-residential land uses, such that residents may easily walk or bike to shopping, services, employment, and leisure activities.
Policy LU2.3 [Policy 3]: Concentrate higher-intensity uses and appropriate support uses in <u>Pedestrian Districts</u> and within close proximity of transit and bikeway corridors, as identified in the <u>Transit Master Plans and Bicycle Master Plan</u> . In addition, some component of public Public uses, such as parks, plazas, public buildings, community centers, <u>schools</u> , and/or libraries, should be located within Pedestrian Districts and transit and bikeway corridors <u>easily accessible to the public.</u>
Policy LU2.4 [Policy 4]: Promote and encourage the location of employee services, such as child care, restaurants, banking facilities, convenience markets, etc and other daily needs , within major employment centers for the purpose of reducing mid-day service-related vehicle trips.
Policy LU2.5 [Policy 5]: Where feasible, improve existing developed ment areas to create better pedestrian, <u>bicycle</u> , and transit accessibility.
Policy LU2.6 [Policy 6]: Through City land use planning and development approvals, Require <u>proposed</u> that neighborhood-serving uses (e.g. neighborhood commercial uses, day care, parks, schools, and other community facilities <u>and services</u>) <u>to</u> be physically linked with adjacent residential neighborhoods <u>through multi-modal transportation connections.</u>
Community Form: Downtown and Neighborhoods <u>Revitalization</u>
Goal LU3.1 [Goal 3]: In partnership with private interests, the City of Roseville will <u>continue to</u> promote the creation of a vibrant town center offering government services, social and cultural activities, and commercial opportunities in Central Downtown Roseville. Roseville will also encourage the creation of additional social, cultural and commercial satellite opportunities throughout the community.
Goal LU3.2 [Goal 4]: Through the designation of special study areas and revitalization efforts, the City of Roseville will promote the preservation, revitalization , revitalize, and <u>enhancement</u> of its business districts, and existing neighborhoods, <u>and mixed-use corridors.</u>
Policy LU3.1 [Policy 1]: Create and maintain a strong and identifiable downtown <u>Downtown</u> that offers the surrounding community a cluster of municipal offices and services, commercial, <u>retail, and services</u> , office <u>uses</u> , <u>higher education opportunities</u> , and higher-density residential uses, <u>consistent with the Downtown Specific Plan.</u>

Table 1. Policy Changes included in the Proposed General Plan Update
[Policy 2]: Promote land use patterns that result in the dispersion of secondary or satellite services including libraries, schools, parks, public meeting places and commercial uses, throughout the community through the establishment of clustered community centers. [Moved to be Policy LU1.7]
Policy LU3.2 [Policy 3]: Consider accommodating a portion of the overall projected Facilitate population and economic growth in areas having the potential for revitalization
Policy LU3.3 [Policy 4]: The City should Direct resources to facilitate revitalization of Downtown, neighborhoods in the Infill Area, and mixed-use corridors. Support the revitalization of areas that are in decline or economically underutilized
Policy LU3.4 [Policy 5]: Encourage infill development and rehabilitation reinvestment that:
• Upgrades the quality and enhances the character of existing areas; • Enhances the mix of land uses in proximity to one another so that more households can access services, recreation, and jobs without the use of a car; • enhances Facilitates pedestrian activity and public transit use, and pedestrian access; • Efficiently utilizes and does not overburden existing services and infrastructure; and • Results in land use patterns and densities that provide the opportunity for the construction of a variety of household housing types that are affordable to all income groups.
Policy LU3.7 [Policy 8]: Identify locations where special study is necessary to develop strategies for preserving, enhancing, and revitalizing these existing developed areas.
Community Form: Relationship of New Development (RND)
Policy LU4.1 [Policy 1]: Require that new development areas and associated community-wide facilities (open space resources, parks, libraries, etc.) to be linked and oriented to existing developed areas of the community through road networks, public transit systems, open space systems, bikeway and pedestrian systems, and other physical connections.
Policy LU4.2 [Growth Management – General, Policy 3]: The City shall Encourage a development pattern that is contiguous with existing developed areas of the City.
Community Form: Jobs/Housing and Economic Development
Goal LU5.1 [Goal 6]: Roseville will strive to be a balanced complete community with a reasonable mix of land uses, housing types, and job opportunities that meet the diverse needs of its existing and future residents and businesses.
Goal LU5.2 [Goal 7]: Roseville will promote and encourage the availability of a variety of goods and services and will take measures to retain a positive business climate in the City.
Policy LU5.1 [Policy 1]: Implement Strive for a land use mix and pattern of development that provides linkages between residents' jobs and local employment-generating uses, facilitates a match between the number and type of local jobs and the local labor force, will provide an reasonable jobs to /housing balance, and will maintain the fiscal viability of the City.
Policy LU5.2 [Policy 2]: Support Apply density bonuses in for the construction of affordable housing, in accordance with the Density Bonus Ordinance and the Housing Element, to promote affordable housing options in areas particularly in areas where with few such housing opportunities exist and where and significant employment centers exist or are planned.
Policy LU5.3 [Policy 3]: Consider the fiscal impacts to the City from projects proposing a General Plan land use change Establish a standard process to analyze the fiscal impacts of proposed development and require a fiscal impact analysis of all projects proposing a significant General Plan land use change as defined through the Economic Development Study/Plan.

Table 1. Policy Changes included in the Proposed General Plan Update
Policy LU5.4 [Policy 5]: The City may approve a project that is identified as having a negative fiscal impact on the City if overriding findings are made that the project benefits outweigh its impacts. Such benefits may relate to the provision of affordable housing, significant open space or recreation facilities, job creation, infill development near transit service, or other public benefits. <i>[Moved from referenced existing policy]</i>
Policy LU5.5 [Policy 4]: Uphold the City's Affordable Housing Goal by requiring <u>an affordable housing target for projects seeking a General Plan Amendment, Specific Plan Amendment, and/or rezoning to a residential designation proposing 25 or more new dwelling units. For these projects, the target is a minimum of 10% of all new development to be affordable to housing units to cost no more than 30% of the total monthly income of very low-, low-income, and moderate-income households (the City also uses the term "middle" in certain Specific Plans to refer to moderate-income households earning no more than 100% of the Area Median Income-AMI).</u> 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 middle-income <u>moderate-income</u> purchase <u>(which will be priced to be affordable to households earning 95% of the Area Median Income)</u> or may be distributed <u>equally</u> among the rental obligations, <u>as approved by</u> the City. Variations in affordable housing ratios may be approved through a Development Agreement where the following criteria are met:
• A need has been identified for a specific affordable housing type (very low-, low- or moderate-income) and the project meets this need;
• The project does not rely on or obtain City subsidies; and
• Units proposed within this <u>these</u> criteria would allow for individuals to stay within their units as their future income grows.
[Policy 5]: The City may approve a project that is identified as having a negative fiscal impact on the City if overriding findings are made that the project benefits outweigh its impacts. Such benefits may relate to the provision of affordable housing, significant open space or recreation facilities, job creation, infill development near transit service, or other public benefits. <i>[Moved to be Policy LU5.4]</i>
Policy LU5.6 [Policy 6]: Maintain land use patterns, intensities, and densities that promote <u>ensure an adequate supply of land for office, a positive business climate (e.g. supply of business professional, commercial, and industrial lands), industrial, and other employment-generating development.</u>
Policy LU5.7 [Policy 7]: Support activities that attract employment uses to the City, as identified in the Economic Development Study/ Plan <u>Strategy</u> .
Community Form: Community Involvement and Inter-Jurisdictional Cooperation
<u>Goal LU6.2: Provide inclusive community engagement opportunities for individuals and community groups to produce timely and meaningful input leading to proactive, consensus-driven actions by the City and its partners.</u>
[Goal 8]: Maintain a strong commitment to an open governmental process which stresses accessibility of City officials (e.g. staff, committees, commissions, elected officials) and opportunities for citizen participation.
Policy LU6.3 [Policy 3]: Coordinate and take a lead role, where feasible, with local, state, federal, and other jurisdictional agencies on regional issues of importance, including but not limited to air quality, <u>climate change mitigation and resiliency</u> , transportation, water supply, sewage treatment, solid waste disposal and recycling, flood control, hazardous waste management, resource protection, and transit.
Policy LU6.4 [Policy 4]: To the extent feasible, coordinate land use policies <u>planning</u> and public improvements with neighboring jurisdictions.
Policy LU6.5 [Policy 5]: Encourage early consultation with <u>adjacent jurisdictions</u> , and refer development proposals that may have an impact to, adjacent <u>these jurisdictions to the respective agencies for their</u> review and comment. Respond and comment on development proposals that are received in from other jurisdictions that may

Table 1. Policy Changes included in the Proposed General Plan Update
have an impact on Roseville, to minimize such impacts and ensure consistency and compatibility with existing and planned development in the City.
Community Design
Policy LU7.2 [Policy 2]: Continue to develop and apply design standards that result in efficient site and building designs, pedestrian-friendly projects that stimulate the use of alternative modes of transportation, and the establishment of functional relationships between adjacent developments.
Policy LU7.7 [Policy 8]: Encourage and promote the preservation of historic and/or unique, culturally and architecturally significant buildings, features, and <u>important</u> visual environments <u>resources</u> .
<u>Policy LU7.9: Control artificial lighting to avoid spill-over lighting onto adjacent properties. Use anti-reflective architectural materials and coatings to prevent glare.</u>
Growth Management: General
Goal LU8.1 [Goal 1]: The City shall Proactively manage and plan for growth.
Goal LU8.2 [Goal 2]: The City shall Encourage a pattern of development that promotes the efficient and timely provision of urban infrastructure and services, and that preserves valuable natural and environmental resources.
Goal LU8.4 [Goal 4]: The City shall Continue a comprehensive, logical planning process, rather than an incremental, piecemeal approach.
Goal LU8.5 [Goal 5]: The City shall Encourage public participation in the development and monitoring of growth management policies and programs.
Goal LU8.6 [Goal 6]: The City shall Manage and evaluate growth in a regional context, not in isolation.
Goal LU8.8 [Goal 8]: Growth and development must occur at a rate corresponding to the availability of desired facilities' capacity and the attainment of defined General Plan levels of service for public activities.
Goal LU8.12 [Goal 12]: The City shall Use growth management as a tool to maintain the City's identity, community form, reputation in the region, to maintain high levels of service for residents, and to influence projects outside the City's boundaries that have the potential to affect the quality of life and/or services that are provided to residents.
Policy LU8.1 [Policy 1]: Growth must provide a strong diversified economic base and a reasonable balance between employment and affordable housing.
[Policy 3]: The City shall encourage a development pattern that is contiguous with existing developed areas of the City. [moved to Community Form LU4.2]
Policy LU8.3 [Policy 4]: Growth shall be managed to ensure that adequate public facilities and services, as defined in the Public Facilities Element, are planned and provided, and the public health, safety, and welfare is protected.
Policy LU8.7 [Policy 8]: <u>The City will M</u> manage growth in such a way to ensure that significant open space areas will be preserved.
Policy LU8.9 [Policy 10]: Work aggressively to address traffic generated outside of Roseville by working in collaboration with neighboring jurisdictions, regional, state, and federal entities to ensure <u>that</u> traffic through Roseville is mitigated by regional solutions. Ensure that transportation solutions are supported by land use and design policies <u>The City will encourage changes in land use mix and community design</u> that promote walking, biking, and transit, consistent with the Growth Management Visioning Committee's Vision Statement.
Policy LU8.10 [Growth Management – Public Amenities, Policy 2]: In addition to being consistent with the other goals and policies of the General Plan, S specific P plans shall comply with the following: <i>[Moved from referenced existing policy]</i>

Table 1. Policy Changes included in the Proposed General Plan Update
a. Provide a public focal point, community, and/or theme feature. These features shall be specific to each area and be designed to promote and enhance community character. A special feature may include, but is not limited to, a community plaza, central park, or some other type of gathering area; outdoor amphitheater; community garden; regional park with special facilities; sports complex; or cultural facilities.
b. Provide entryways at entrances to the City in accordance with the Community Design Guidelines. Where possible, the entryways shall take advantage of and incorporate existing natural resources into the entry treatment. The Specific Plans shall identify the location and treatment of the entryways, and shall consider the use of open space, oak regeneration areas, signage, and/or special landscaping to create a visual edge or buffer that provides a strong definition to entryways into the City.
c. The Specific Plan areas shall be planned and oriented to be an integral part of the City consistent with the policies of the Community Form component of this Element.
d. Develop design guidelines, specifying screening and a transition between public utilities (e.g. substations, pump stations) and other uses, in conjunction with the public utility departments and agencies. In addition, development along power line and pipeline easements shall incorporate design treatment to ensure compatibility and safety. Design guidelines and treatment may include minimum setbacks, building and landscape design standards, and possible limitations on certain types of uses and activities.
e. Preserve natural resource areas where they exist, and where feasible, along new roadways. Such roadways may create a public boundary between the resource area and other uses. The Specific Plans shall identify locations and standards for the preservation of natural resources along roadways, and shall identify sources of financing for such road segments.
Growth Management – Land Use Allocation
[Policy 1]: 1. The city shall, through its land use planning process, Capital Improvement Plans, and facility and service programs, provide a land use dwelling unit allocation at buildout as shown in Table II 4 and non-residential entitlements as designated on the General Plan Land Use Map.
[Policy 2]: The City shall maintain a pool of 1,000 residential units to be allocated for City sponsored and state mandated programs (e.g. second units, density bonuses for affordable housing, infill revitalization, annexations of island areas to complete corporate boundaries as reflected on Figure II 1) to be utilized in areas where existing development entitlements exist or to further city affordable housing goals.
[Policy 3]: The City shall review, and if necessary, modify, the 1,000 unit pool in conjunction with regular updates of the housing element, and concurrent with any significant modification to the General Plan resulting in the allocation of additional residential units.
Growth Management – New Growth Areas
Goal LU9.13 [Goal 13]: New development shall be consistent with the City’s desire to establish an edge along the western boundary of the City that fosters: a physical separation from County lands through a system of connected open space; a well-defined sense of entry to City from <u>the</u> west; opportunities for habitat preservation and recreation; and view preservation corridors that provide an aesthetic and recreational resource for residents.
Policy LU9.1 [Policy 1]: The City may consider modification to the General Plan land use allocation for new growth where adequate public services and facilities and preservation and conservation of natural resources can be provided in conjunction with the following:
a. <u>Additional</u> land to accommodate demand for housing or employment uses
b. Projects that will provide public community benefits to the City, including, <u>but not limited to</u> the provision of public transit services

Table 1. Policy Changes included in the Proposed General Plan Update
c. Ensure that growth provides benefits to the community as a whole and weigh community benefits against public costs
Policy LU9.2 [Policy 2]: Prior to the consideration of any General Plan amendment to modify the land use allocation land use designations or expand the City's boundaries or Sphere of Influence , the City shall complete or cause to be completed the following City-wide studies/plans:
a. Long-range transit plan
b. Economic Development Fiscal studies
c. Public facilities and services capacity study
d. Transportation system capacity study
e. Utility capacity and supply (i.e., water, sewer, drainage, and electric)
Policy LU9.4 [Policy 4]: Specific plans will be evaluated based on the following minimum criteria:
a. Government Code requirements for specific plans
b. Demonstrated consistency with General Plan goals and policies
c. Demonstrated consistency with the identified City-wide studies and holding capacity analyses
d. Justification for proposed specific plan boundaries
e. Community benefit (e.g., affordable housing, significant open space or recreation facilities, job creation, infill development near transit service).
f. Ability to substantially mitigate impacts
g. Impact on the City's growth pattern
Each specific plan proposal shall include, with its initial submittal, a full analysis of how the plan complies with, and relates to the above factors The specific plans' consistency with the General Plan, and its relation to other identified criteria, will be a primary factor in determining whether the proposal will or will not be considered by the City.
Policy LU9.5 [Policy 5]: Apply the City's adopted Guiding Principles for Growth to any new development proposed in and out of City's corporate boundaries, which that is not already part of an adopted Specific Plan or within the Infill Area:
1. Any new development proposal shall, on a stand-alone basis, have an overall net neutral or positive fiscal impact on the City's General Fund Services.
2. Any new development proposal shall include logical growth/plan boundaries. and an east to west growth pattern.
3. Any new development proposal shall not conflict create a direct or indirect conflict with the ongoing operations of the Pleasant Grove and or Dry Creek Wastewater Treatment Plant operations or any future Power Generation Facility City-owned power generation facilities.
4. Any new development proposal shall maintain the integrity of existing neighborhoods and create a sense of place in new neighborhoods.
5. Any new development proposal shall include a plan to ensure fully funding and maintenance of improvements and services at no cost to existing residents (including increased utility rates). A proposal shall not burden, increase the cost of , or diminish the supply and or reliability of public services.
6. Any new development proposal shall aid in regional traffic transportation solutions and in right-of-way preservation.

Table 1. Policy Changes included in the Proposed General Plan Update
7. Any new development proposal that does not have a sufficient supply of surface water shall secure additional supplies above what the City currently has available. New development proposals shall also provide the funding necessary to incorporate the new source of supply into the City's water supply portfolio (surface water, groundwater and recycled water); and new development proposals shall include measures to reduce water demand by implementing the use of conservation best management practices, recycled water, and other off-sets.
8. Any new development proposal shall consider development potential within the entire City/County Memorandum of Understanding Transition Area in the design and sizing of infrastructure improvements.
9. Any new development proposal shall aid in resolution of regional storm water retention.
10. Any new development proposal shall incorporate mechanisms to ensure new schools, and, if necessary, new schools are available to serve the residents <u>anticipated for new development and that new development does not adversely affect</u> and shall not impact existing schools.
11. Any new development proposal shall include a significant interconnected public open space component/conservation plan <u>consistent</u> in coordination with the City of Roseville/U.S. Fish and Wildlife Service Memorandum of Understanding.
12. Any new development proposal shall include a public participation component to keep the public informed and solicit feedback throughout the specific plan process.
13. Any new development proposal shall provide a "<u>public-community</u> benefit" to the City and residents.
Policy LU9.6 [Policy 6]: As new development is proposed in or outside the City's Sphere of Influence, project proponents shall provide a transitional area between City and County lands, through a system of <u>managed</u> interconnecting Open Space land areas <u>open space</u> or other buffers, such as separation by arterial roadways.
Policy LU9.8 [Policy 8]: New development proposals to the <u>north and</u> west of the City limits <u>Fiddymont Road</u> within the County/City Memorandum of Understanding Transition Area shall meet the objectives and terms of the Memorandum of Understanding between the City of Roseville and the County of Placer.
Policy LU9.9 [Policy 9]: 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 that assure <u>ensures</u> that the identity and uniqueness of the City and County will be maintained.
Policy LU9.10 [Policy 10]: Consistent with the County/City Memorandum of Understanding Transition Area, the City shall continue to support and endorse the maintenance of the one-mile buffer zone around landfill operations, as set forth in Policy No. 4.G.11 of the Placer County General Plan, adopted in August 1994. <u>The buffer zone should, consistent with relevant</u> establish <u>performance criteria, be sufficient to maintain the long-term viability of the landfill, while at the same time protecting City residences from nuisances.</u>
Growth Management—Public Amenities
[Policy 1]: The City may determine, in accordance with the goals and policies of this element, that it is appropriate to amend its General Plan land use allocation and expand. Under such circumstances, a specific plan will be required to comprehensively plan each of the areas.
[Policy 2] In addition to being consistent with the other goals and policies of the General Plan, specific plans shall comply with the following: <i>[Moved to be Policy LU8.10]</i>
a. Provide a public focal point, community, and/or theme feature. These features shall be specific to each area and be designed to promote and enhance community character. A special feature may include, but is not limited to, a community plaza, central park, or some other type of gathering area; outdoor amphitheater; community garden; regional park with special facilities; sports complex; or cultural facilities.

Table 1. Policy Changes included in the Proposed General Plan Update
b. Provide entryways at entrances to the City in accordance with the Community Design Guidelines. Where possible, the entryways shall take advantage of and incorporate existing natural resources into the entry treatment. The specific plans shall identify the location and treatment of the entryways, and shall consider the use of open space, oak regeneration areas, signage, and/or special landscaping to create a visual edge or buffer that provides a strong definition to entryways into the City.
e. The specific plan areas shall be planned and oriented to be an integral part of the City consistent with the policies of the Community Form component of this Element.
d. Develop design guidelines, specifying screening and a transition between public utilities (e.g. substations, pump stations) and other uses, in conjunction with the public utility departments and agencies. In addition, development along power line and pipeline easements shall incorporate design treatment to ensure compatibility and safety. Design guidelines and treatment may include minimum setbacks, building and landscape design standards, and possible limitations on certain types of uses and activities.
e. Preserve natural resource areas where they exist, and where feasible, along new roadways. Such roadways may create a public boundary between the resource area and other uses. The specific plans shall identify locations and standards for the preservation of natural resources along roadways, and shall identify sources of financing for such road segments.
f. The specific plans shall include a resource mitigation / banking plan to be developed in accordance with the provisions of the Open Space and Conservation Element.
Growth Management – Annexations and Sphere of Influence
<u>Goal LU10: Evaluate Sphere of Influence amendments and annexations that promote efficient use of land and public service provision and advance General Plan goals.</u>
Policy LU10.1 [Policy 1]: The City may initiate studies to investigate the potential of (1) annexing areas within its Sphere Of of Influence; and (2) expanding its Sphere of Influence sphere of influence boundaries. The studies should be focused on those areas that, both long and short term, may affect General Plan goals and policies and would be logically served and planned by the City. The studies shall include the identification, availability, and funding of public services, as well as the costs and impacts to the City and other service providers. Issues to be analyzed include, but are not limited to, present and planned land uses, water, sewer, electric, library, parks, schools, circulation, and affordable housing. Based on these studies, and resident and property owner input, the City may take steps to annex or expand its Sphere of Influence sphere of influence.
Policy LU10.2 [Policy 2]: The City may consider annexations that:
Are consistent with State state Law law and Placer County Local Agency Formation Commission (LAFCO) standards and criteria;
Policy LU10.3 [Policy 3]: The City may consider expanding its Sphere of Influence sphere of influence to incorporate areas that, in the future, should be logically planned and serviced by Roseville. The City shall consider the following factors, as identified by LAFCO, when making determinations involving Sphere of Influence sphere of influence boundaries:
Circulation
Functional Classification Section
Policy CIRC1.1 [Policy 1]: Establish a The functional classification system to shall guide the planning and design of the City’s roadway system.
Policy CIRC1.3 [Policy 3]: Establish Maintain a comprehensive set of design standards for the City’s roadway system by functional class.
Policy CIRC1.5: <u>Design intersections and public rights-of-ways in accordance with state and federal accessibility requirements.</u>

Table 1. Policy Changes included in the Proposed General Plan Update
Levels of Service
Goal CIRC2: Maintain an adequate appropriate level of transportation service for all of Roseville’s residents, and employees, and consumers through a balanced transportation system which that considers automobiles, and transit users , bicyclists, and pedestrians.
Policy CIRC2.1 [Policy 1]: Maintain a level of service (LOS) "C" standard at a minimum of 70 percent of all signalized intersections and roadway segments in the City during the a.m. and p.m. peak hours. Exceptions to the LOS “C” standard may be considered for intersections where the City finds that the required improvements are unacceptable based on established criteria identified in the implementation measures <u>required to achieve the standard would adversely affect pedestrian, bicycle, or transit access, or where feasible LOS improvements and travel-demand-reducing strategies have been exhausted.</u> [In addition, Pedestrian Districts may be exempted from the LOS standard. <i>Moved to CIRC2.5</i>]
Policy CIRC2.2 [Policy 2]: Strive to meet the level of service standards through a balanced transportation system that reduces the auto emissions that contribute to climate change by providing alternatives to the automobile and avoiding excessive vehicle congestion through roadway improvements, Intelligent Transportation Systems, <u>pedestrian and bicycle improvements</u> , and transit improvements.
Policy CIRC2.5 [Policy 5]: Enable the City to designate a Pedestrian District over a geographic area for the purpose of implementing measures that promote pedestrian walkability and reduce total vehicle miles traveled and resultant air pollution emissions that contribute to climate change. In these districts, the City recognizes that pedestrian and bicycle travel takes and transit access have a higher priority than automobile travel, which could reduce the vehicular level of service. in the City’s Pedestrian Districts, and development projects in these areas are exempt from the City’s LOS standard.
<u>Policy CIRC2.6: Prioritize investments in pedestrian, bicycle, and transit access in Pedestrian Districts.</u>
Transit
Goal CIRC3 [Goal 1]: Promote Provide a safe, convenient, and efficient transit system, utilizing both bus and rail modes, to to enhance mobility ; reduce congestion; reduce auto emissions, including emissions that contribute to climate change; improve the environment; and provide viable non-automotive means of transportation in and through Roseville.
Policy CIRC3.1 [Policy 1]: Pursue and support transit services within the community and region and pursue land use, design, and other mechanisms that promote the use of such services. <u>Promote transit service that is convenient, cost- effective, and responsive to the challenges and opportunities of serving Roseville and surrounding communities, and explore opportunities for transit innovation and service improvements.</u>
Policy CIRC3.3 [Policy 3]: Continue to study options for introducing Bus Rapid Transit <u>high quality transit and/or extending other regional transit linkages to Roseville and developing convenient connections to Sacramento Regional Transit</u> light rail service to Roseville.
Policy CIRC3.5 [Policy 5]: Consider the transit <u>access to health care, community services and employment, and the</u> needs of seniors, minorities, low income persons, persons with disabilities, and other persons who may be transit-dependent when making decisions regarding transit service.
<u>Policy CIRC3.6: Identify opportunities to increase the number and/or capacity of park-and-ride lots as needed, to increase transit and carpool/vanpool use.</u>
<u>Policy CIRC3.7: Pursue transit routes that optimize ridership</u>
<u>Policy CIRC3.8: Include transit improvements with new roadway or roadway expansion projects.</u>
Travel Demand Management (renamed from “Transportation Systems Management”)
Goal CIRC4 [Goal 1]: Reduce travel demand vehicle miles traveled on the City's and regional roadway systems, <u>while expanding mobility options for residents, employees, and visitors.</u>
Goal 2: Reduce total vehicle emissions in the City of Roseville and the South Placer County region.

Table 1. Policy Changes included in the Proposed General Plan Update
Policy CIRC4.1 [Policy 1]: Continue to enforce the City's TSM ordinance and monitor its effectiveness. The City will review and condition projects, as appropriate, to reduce travel demand per capita and per employee by promoting increased density near transit, improving the quality of non-vehicular transportation options, providing incentives for non-vehicular travel, encouraging the mixing of complementary land uses in proximity to one another, and using other feasible methods.
Policy CIRC4.2 [Policy 2]: Work with appropriate agencies to develop implementation measures to reduce vehicular travel demand and total vehicle miles traveled and meet air quality goals.
<u>Policy CIRC4.3: Specific Plan Amendments and land use development projects not included in a Specific Plan shall be evaluated for consistency with the City's VMT Impact Standards.</u>
<u>Policy CIRC4.4: If the evaluation required by CIRC4.3 finds a Specific Plan Amendment or land use development project not included in an adopted Specific Plan is inconsistent with thresholds established within the City's VMT Impact Standards, on-site land use, transportation, and urban design-related VMT-reducing features should be prioritized to demonstrate consistency. If feasible on-site features cannot achieve the VMT threshold, Specific Plan Amendments and land use development projects outside Specific Plan Areas may demonstrate equivalent consistency through off-site actions or fair-share fee contributions, or if consistency cannot be achieved, shall implement all feasible measures.</u>
<u>Policy CIRC4.5: Policy CIRC4.3 does not apply to projects that propose residential or office uses in Transit Priority Areas or low-VMT areas. Low-VMT areas are those shown by the General Plan travel demand model or the SCS travel demand model to have per-capita, per-employee, or per-service-population VMT rates that are at least 15 percent less than the baseline citywide or regional rate.</u>
<u>Policy CIRC4.6: Promote and incentivize Infill development, particularly affordable housing development, through assistance in obtaining outside grant funding and reductions or deferrals in impact fees.</u>
<u>Policy CIRC4.7: Continue to educate the public and business community about alternative modes of travel through Safe Routes to School, Transportation Systems Management, and other local and regional programs and events.</u>
<u>Bikeways/Trails</u>
[Goal 3]-Establish education, encouragement and enforcement programs that increase bicyclist and motorist awareness of the rights and responsibilities of bicyclists in order to foster a climate of acceptance for bike riding. [Moved to be Policy CIRC5.6]
Goal CIRC5.4 [Goal 4]: Obtain Maintain the Bicycle Friendly Community Designation from the League of American Bicyclists.
Policy CIRC5.1 [Policy 1]: Develop a comprehensive and safe system of recreational and commuter bicycle routes and trails that provides connections between the City's major employment destinations (including employment) and housing areas and between its existing and planned bikeways.
Policy CIRC5.3 [Policy 4]: Enhance bicycle education, encouragement, and enforcement programs targeted at adult and child bicyclists and motorists.
<u>Policy CIRC5.5: Specific Plans shall incorporate an off-street, Class I bicycle system as part of the comprehensive on-street and off-street bikeway plan.</u>
Policy CIRC5.6 [Goal 3]: Establish Educate Education, encourage encouragement , and enforcement enforcement programs that increase bicyclist and motorist awareness of the rights and responsibilities of bicyclists in order to foster a climate of acceptance for bike riding. <i>[Moved from the referenced existing policy]</i>
<u>Policy CIRC5.7: Include on-street and off-street bicycle improvements with new roadway and roadway expansion projects.</u>
<u>Pedestrian Access [new Circulation Element component]</u>
<u>Goal CIRC6.1: Increase the percentage of pedestrian trips in Roseville.</u>

Table 1. Policy Changes included in the Proposed General Plan Update
<u>Policy CIRC6.1: Establish and maintain a safe and continuous pedestrian network that provides connections between residential areas and commercial retail and services, employment, public services, parks, and public transit.</u>
<u>Policy CIRC6.2: Promote development patterns that encourage people to walk to destinations.</u>
<u>Policy CIRC6.3: Enhance pedestrian-friendly street environments and design public spaces and destinations in a way that encourages walking.</u>
<u>Policy CIRC6.4: Sidewalks shall be required in all new Specific Plan Areas with new roadway construction and with roadway expansion.</u>
<u>Policy CIRC6.5: In reviewing proposed development projects and implementing public projects, the City will incorporate standards designed to protect the security of pedestrians and minimize the potential for collisions involving pedestrians.</u>
<u>Policy CIRC6.6: In the Infill Area, the City will actively seek funding sources to complete and maintain sidewalk networks.</u>
<u>Air Quality and Climate Change</u>
Goal AQ1.1 [Goal 1]: Improve Roseville's air quality by: a) Achieving and <u>Reduce local air pollutant emissions to assist with meeting and</u> maintaining ambient air quality standards established by the U.S. Environmental Protection Agency and the California Air Resources Board; and, b) and minimizing public exposure to toxic or hazardous air pollutants and air pollutants that create a public nuisance through irritation to the senses (such as unpleasant odors).
Goal AQ1.3 [Goal 3]: Encourage the coordination <u>Coordinate</u> and integration of all forms of public transport to, while reducing motor vehicle emissions, through a decrease in the average daily vehicular trips and vehicle miles traveled, while encouraging an increase in, and by increasing the commute vehicle occupancy rate by 50% to 1.5 or more persons per vehicle.
Goal AQ1.4 [Goal 4]: Increase the capacity of the <u>pedestrian, bicycle, and transit</u> transportation systems and .Promote and the share of City-owned <u>vehicular transportation that uses less-polluting fuels, such as electricity,</u> including the roadway system and alternate modes of transportation.
Goal AQ1.5 [Goal 5]: Provide adequate pedestrian and bikeway <u>bicycle</u> facilities for present and future transportation needs.
Goal AQ1.6 [Policy 6]: Promote a well-designed and efficient light rail and transit system.
Goal AQ1.7 [Policy 7]: While recognizing that the automobile is the primary form of transportation, the City of Roseville should make a commitment to shift from the automobile to other modes of transportation. <u>Improve transit, bikingbicycle, and pedestrian access to lessen dependence on automobile travel and reduce household transportation costs.</u>
<u>Goal AQ1.8: Reduce City greenhouse gas emissions, consistent with local, regional, and state goals.</u>
<u>Goal AQ1.9: Enhance Roseville's resilience to local impacts of climate change.</u>
Policy AQ1.1 [Policy 1]: Cooperate with other agencies to develop a consistent and an effective approach to <u>reducing</u> air pollution planning.
Policy AQ1.2 [Policy 2]: Work with the Placer County Air Pollution Control District to monitor air pollutants of concern on a continuous basis, <u>and support Air District efforts to minimize emissions from stationary sources.</u>
Policy AQ1.3 [Policy 3]: Projects that could generate substantial air pollutant emissions or expose sensitive uses to substantial air pollutant concentrations should incorporate strategies to reduce operational emissions, applicable emissions control exposure to such emissions using measures recommended by the Placer County Air Pollution Control District, and other relevant applicable, feasible strategies, as needed,

Table 1. Policy Changes included in the Proposed General Plan Update
<u>to avoid significant air quality impacts</u> Develop consistent and accurate procedures for evaluating the air quality impacts of new projects.
<u>Policy AQ1.5: Coordinate with local and regional non-profits and other agencies to substantially increase Roseville's tree canopy, which serves as a natural air pollutant filtration system that can counter the urban heat island effect. Focus on neighborhoods without a tree canopy and areas prioritized for natural habitat restoration.</u>
<u>Policy AQ1.6: Require new development and City projects to reduce greenhouse gas emissions sources in the Planning Area to the greatest degree feasible.</u>
<u>Policy AQ1.7: The City will participate in and support regional greenhouse gas reduction and adaptation programs that are consistent with the General Plan and have available funding.</u>
<u>Policy AQ1.8: Use the Multi-Hazard Mitigation Plan and regional collaborations to guide implementation of adaptation and resilience strategies associated with the anticipated local impacts of climate change.</u>
<u>Policy AQ1.9: Preserve and enhance carbon sequestration resources in the City to improve air quality and reduce net greenhouse gas emissions.</u>
<u>Policy AQ1.10: Improve overall health and sustainability of the community by reducing emissions of greenhouse gases that contribute to climate change.</u>
<u>Policy AQ1.11: Promote local purchase and use of electric vehicles through incentives and strategic expansion of charging infrastructure.</u>
Policy AQ1.12 [Policy 5] Policy 5: Develop transportation systems that minimize vehicle delay and <u>reduce vehicle emissions by improving the desirability of walking, bicycling, and public transportation relative to vehicular travel</u> air pollution.
Policy AQ1.13 [Policy 6] Policy 6: Develop <u>Identify feasible strategies to reduce</u> consistent and accurate procedures for mitigating transportation emissions from new and existing projects <u>and transportation associated with existing development within the Planning Area.</u>
Policy AQ1.14 [Policy 7] Policy 7: Encourage alternative modes of transportation, including pedestrian, bicycle, and transit <u>use</u> .
<u>Policy AQ1.15: Promote and incentivize low-emissions vehicles and associated charging infrastructure. Pursue funding from state programs and other sources to facilitate local purchase and use of electric vehicles.</u>
Policy AQ1.16 [Policy 9]: Encourage <u>Implement</u> land use policies that maintain and improve air quality <u>and expand opportunities for transit-oriented development, which allows residents to significantly reduce vehicular transportation and associated air pollutant emissions.</u>
Policy AQ1.17 [Policy 10]: Conserve energy and reduce air <u>pollutant</u> emissions by encouraging energy efficient building designs and transportation systems <u>and promoting energy efficiency retrofits of existing structures.</u>
<u>Policy AQ1.18: Promote building and transportation energy efficiency in new residential and commercial development through encouraging and incentivizing implementation measures early in the design and development process.</u>
<u>Policy AQ1.19: Encourage energy efficiency by identifying potential cost savings, resource, and health benefits.</u>
Policy AQ1.20 [Policy 8]: <i>Separate air pollution-sensitive land uses from sources of harmful air pollution.</i>
Policy AQ1.21 [Policy 11]: Protect City residents from the risks involved in the transport, distribution, storage, use, and disposal of hazardous materials, <u>and coordinate with other agencies and organizations to reduce existing sources of health risk.</u>

Table 1. Policy Changes included in the Proposed General Plan Update
<u>Policy AQ1.22: Support improvements to diesel engines, limits on idling, and incorporation of technology and management practices that reduce harmful emissions at the Rail Yard.</u>
Open Space and Conservation
Open Space System
Goal OS1.1 [Goal 1]: Establish a comprehensive system of public and private open space, including interconnected open space corridors that should include <u>include</u> oak woodlands, riparian areas, grasslands, wetlands, and other open space resources.
Goal OS1.2 [Goal 2]: Utilize the open space system to connect neighborhoods and separate development areas within the City.
Goal OS1.3 [Goal 3]: Provide access to public open space areas through the establishment of a series <u>network</u> of public linkages <u>pedestrian and bicycle trails</u> that will be adequately managed and protected.
[Goal 5]: Consider alternatives to City ownership and management of open space preserve areas. [moved to be Policy OS1.7]
Policy OS1.3 [Policy 3]: Work with adjacent jurisdictions to connect the City with regional open space and trail systems, providing a network of open space and habitat resources, pathways, and, where reasonable <u>feasible</u> , equestrian trails through the City to link nearby communities.
Policy OS1.4 [Policy 4]: Require all new development to provide <u>pedestrian and bicycle</u> linkages to existing and planned open space systems. Where such access cannot be provided through the creation of open space connections, identify alternative linkages.
Policy OS1.6 [Policy 6]: Take into account consideration of natural habitat areas in developing <u>when designating</u> linkages <u>access to</u> , and in preserving open space areas. Identify alternate sites <u>locations and design</u> for linkages <u>access</u> where sensitive habitat areas have the potential to be adversely impacted.
Policy OS1.7 [Goal 5]: Consider alternatives to City ownership and management of open space preserve areas. <i>[Moved from referenced existing policy]</i>
<u>Policy OS1.12: In new development, properties adjoining open space should be oriented toward this open space in order to reduce maintenance, security, and aesthetic concerns. Not more than 50 percent of residential and non-residential properties, as measured by the length of adjoining parcel boundaries, should back up to adjacent open space.</u>
Vegetation and Wildlife
Goal OS2.2 [Goal 2]: Maintain healthy, and well-managed, <u>and connected</u> habitat areas in conjunction with one another, that maximizing the potential for compatible open space <u>habitat preservation and compatible</u> recreation, and visual experiences.
Policy OS2.1 [Policy 1]: Incorporate existing trees into development projects, <u>with an Particular emphasis</u> shall be placed on avoiding the removal of groupings or groves of trees. and w Where preservation is not feasible, continue to require mitigation for the loss of removed trees. Particular emphasis shall be placed on avoiding the removal of groupings or groves of trees.
Policy OS2.2 [Policy 2]: Preserve and rehabilitate <u>restore</u> continuous riparian corridors and adjacent habitat along the City's creeks and waterways.
Policy OS2.6 [Policy 6]: Provide for <u>the</u> protection and enhancement of native fishery resources, <u>including as informed by</u> continued coordination with the California Department of Fish and Wildlife to release water into Linda Creek.
Policy OS2.7 [Policy 7]: Require <u>consistency with the City of Roseville Open Space Preserve Overarching Management Plan for dedication and management of on-site wetland</u> emulative mitigation plans for wetlands, where feasible, in association with <u>as part of Specific Plans new development.</u>

Table 1. Policy Changes included in the Proposed General Plan Update
Policy OS2.8 [Policy 8]: Consider substitute off -site mitigation for federally non-regulated wetlands, provided that such mitigation will provide comparable habitat values.
Policy OS2.9 [Policy 9]: Limit the access of pedestrians and cyclists to vernal pool and wetland areas so that access is compatible with long-term protection of these natural resource areas, <u>consistent with the City's Open Space Preserve Overarching Management Plan.</u>
Policy OS2.10 [Policy 10]: Manage public <u>open space preserves</u> lands with <u>that can provide habitat for</u> special-status species to encourage propagation of the species and discourage <u>spread of</u> non-indigenous, invasive species, <u>consistent with the City's Open Space Preserve Overarching Management Plan.</u>
Policy OS2.12 [Policy 12]: Consider the use of City property for habitat preservation and mitigation requirements resulting from <u>new</u> development proposals when such efforts do not conflict with existing resources, recreational opportunities, or other City goals, policies, or programs.
<u>Water Quality and Groundwater Recharge</u>
Policy OS3.1 [Policy 1]: Utilize cost-effective urban run-off controls, including Best Management Practices, <u>such as low impact development and naturalized stormwater management features,</u> to <u>reduce the rate of stormwater runoff and</u> limit urban pollutants from entering the watercourses.
<u>Historical, and Cultural, Tribal Cultural, and Paleontological Resources</u>
Goal OS4.1 [Goal 1]: Strengthen Roseville's unique identity through the protection of its archaeological, historic, <u>paleontological,</u> and <u>tribal</u> cultural resources.
<u>Policy OS4.1: Consult with local Native American Tribes that are traditionally and culturally affiliated with resources that could be affected by City plans or projects, identify areas that may be of cultural or tribal cultural significance, and determine appropriate treatment for the areas.</u>
Policy OS4.3 [Policy 2]: When feasible, incorporate significant archaeological and <u>tribal cultural resource</u> sites into open space areas.
Policy OS4.4 [Policy 3]: Subject to approval by <u>The City shall coordinate with</u> the appropriate federal, state, local agencies, and Native American Most Likely Descendant (MLD) <u>Tribes upon discovery of</u> artifacts. <u>The City shall offer the Maidu Museum & Historic Site as a temporary housing location for artifacts</u> that are discovered and subsequently determined to be "removable," should be offered for dedication to the Maidu Interpretive Center Museum & Historic Site.
Policy OS4.6 [Policy 5]: <u>The preservation of buildings and other resources that have historical or architectural value should be considered, and the City will support willing private property owners in the preservation, maintenance, and renovation of significant historic resources, consistent with applicable Department of the Interior historic preservation standards.</u> Establish standards for the designation, improvement and protection of buildings, landmarks, and sites of cultural and historic character.
Policy OS4.7 [Policy 6]: <u>Participate in countywide inventories of historical sites</u> Participate in the completion of a countywide inventory of historical sites.
Policy OS4.9 [Policy 8]: Explore <u>Pursue</u> funding for cultural, archaeological, and historic programs and activities.
Policy OS4.10 [Policy 9]: Provide opportunities to <u>for</u> public awareness and education through coordination with the <u>Roseville</u> Historical Society, and local schools, and culturally affiliated California Native American tribes.
<u>Policy OS4.11: Provide guidance to construction personnel for recognizing paleontological resources and when items of paleontological significance are discovered within the City, a qualified paleontologist shall be called to evaluate the find and to recommend proper action.</u>
<u>Policy OS4.12: The City will continue to coordinate with Native American Tribes that are traditionally and culturally affiliated with resources in the Planning Area on management of, and access to City properties that have Tribal Cultural Resources.</u>

Table 1. Policy Changes included in the Proposed General Plan Update
Parks and Recreation
Goal PR1.1 [Goal 1]: Provide adequate park land, recreational facilities, and <u>a wide variety of programs, activities, and educational opportunities</u> programs within the City of Roseville through using public and private resources.
Goal PR1.2 [Goal 2]: <u>Maximize the use of dedicated park lands and open space areas to provide</u> residents with both active/ <u>formal/programmable</u> and <u>passive/informal/non-programmed</u> recreation opportunities by maximizing the use of dedicated park lands and open space areas.
Policy PR1.1 [Policy 1]: The City shall ensure the provision of nine acres of parkland per 1,000 residents, <u>but may waive parkland acreage and fee requirements in targeted reinvestment areas, such as along mixed-use corridors in the Infill Area and the Downtown and Riverside Gateway Specific Plan Areas</u> except in certain instances in the Riverside and Downtown Specific Plan areas.
Policy PR1.2 [Policy 2]: Retain flexibility in applying park <u>lands</u> standards, in terms of size, facilities, and service areas, so that existing and future needs can be met.
Policy PR1.3 [Policy 3]: <u>The City may</u> Consider allocating park credits for lands <u>open space lands</u> that provides active and/or passive recreational value <u>to residents as counting toward the parkland standards.</u>
<u>Policy PR1.4: The City will consider payment of in-lieu fees for both development and parkland as an alternative to dedication of land in order to achieve the parkland standard.</u>
<u>Policy PR1.5: The City shall prioritize discretionary and grant funding for areas of the community that are underserved in terms of access to passive and active recreation opportunities.</u>
<u>Policy PR1.6: Identify opportunities to develop additional parks or other public recreation facilities in underserved areas of the community where access to such facilities exceeds a one-half mile walking distance for residents.</u>
<u>Policy PR1.7: Continue to collaborate with the local school district on planning, financing, and development of joint-use park and recreational facilities.</u>
Policy PR1.10 [Policy 6]: Take into consideration energy efficiency and water conservation, including the use of treated wastewater, in park <u>design and development of parks, streetscapes, and paseos</u> and design.
Policy PR1.12 [Policy 8]: Require that p <u>Parks and recreational facilities in new development areas be phased or fully completed so as to should be available as by the time</u> adjacent residential uses are developed <u>occupied.</u>
[Policy 9]: Continue to maintain and upgrade as necessary City parks and open space areas through the Parks, Recreation & Libraries Department, to assure safe, clean and orderly facilities. [Moved to Implementation Measures]
[Policy 10]: Continue to provide a wide variety of programs, activities, and educational opportunities for the community. [Moved to be Goal PR1.1]
Policy PR1.13 [Policy 11]: Through parks and recreation facilities and programs, <u>Accommodate those with special needs through parks and recreation facilities and programs,</u> including <u>for</u> teenagers, seniors, and the disabled <u>people with disabilities,</u> and meet the requirements of the Americans <u>with</u> Disabilities Act.
Policy PR1.14 [Policy 12]: Ensure that <u>adequate funding is provided for initial development and ongoing maintenance and operation of</u> new public parks, and recreation facilities, open space, paseos, landscape areas and greenways. provide adequate funding for initial development, as well as ongoing maintenance and operation.
Public Facilities
Civic Center, Community Facilities, and Maintenance Facilities
Goal PF1.1 [Goal 1]: Continue to focus City administrative facilities downtown <u>Downtown</u> by providing efficient expansion opportunities to fill future needs, good public service and access, and a quality civic architectural image for the downtown area.

Table 1. Policy Changes included in the Proposed General Plan Update
Policy PF1.1 [Policy 1]: <u>The City will plan for and maintain adequate City facilities in the Downtown area. Continue to implement the Civic Center Master Plan</u>
Policy PF1.2 [Policy 2]: Develop clustered community facilities, including libraries, parks, schools, community centers, and public meeting places, to maintain high high -quality services at the neighborhood level.
<u>Policy PF1.3: Explore collaborative or co-location agreements with public and private organizations and businesses where needed facility expansion by the City is not feasible due to limited resources and/or space.</u>
[Policy 3]: Implement the Corporation Yard Master Plan, including consolidation and expansion of existing maintenance services, at the Hilltop site.
<u>Policy PF1.4: Ensure the costs of ongoing maintenance and operations are fully considered when planning and designing new capital facilities.</u>
Public Library System
Goal PF2.3 [Goal 3]: Create environments that encourage opportunities for self-learning, <u>and</u> cultural and civic engagement.
Policy PF2.2 [Policy 2]: Maintain the library in downtown Downtown Roseville as a key public service to revitalizing Downtown Roseville.
Policy PF2.3 [Policy 3]: Provide libraries throughout the City to <u>locally</u> service residents, <u>with a focus on</u> Consideration should be given to accessible, relatively higher-density and infill areas that are along major transit routes that utilize public transportation.
Policy PF2.4 [Policy 4]: Provide branch libraries to service population increments of = approximately 40,000. The City shall give priority to the construction of new libraries in communities that are deficient in library services.
Policy PF2.5 [Policy 5]: Plan for the clustering and connection of community facilities in neighborhood centers <u>that include, including</u> parks, libraries, and community centers, <u>and other complementary uses.</u>
Policy PF2.6 [Policy 6]: Continue to partner with local school districts, businesses, community members, and Placer County in the provision of high high -quality library services.
Policy PF2.7 [Policy 7]: Encourage the transition of libraries as multi-functional facilities, cultural centers, gathering spaces, and as venues for <u>programs, including</u> arts-related events and programs.
Schools
Goal PF3.1 [Goal 1]: The provision of adequate school facilities is a community priority. The school districts and the City will work closely together to obtain adequate funding <u>and site identify locations</u> for new school facilities. If necessary, and where legally feasible, new development may be required to contribute, on the basis of need generated, 100% of the cost for new facilities.
Goal PF3.2 [Goal 2]: The City and the school districts enjoy encourage a mutually-beneficial arrangement in the joint-use of school and public facilities. Joint-use facilities shall be encouraged in all cases unless there are overriding circumstances that make it impossible or detrimental to either the school district or the City's park and recreation facilities/programs.
[Goal 3]: School facilities shall be available for use in a timely manner. <i>[Addressed by Policy FP3.2]</i>
Policy PF3.1 [Policy 1]: The City and the school districts will work cooperatively <u>with the school districts</u> to explore all local and State funding sources in order to secure adequate funding for new school facilities.
[Policy 2 addressed by Policy FP3.2]: Adequate facilities must be shown to be available in a timely manner before approval will be granted to new residential development.
Policy PF3.2 [Policy 3]: Financing for new school facilities will be encouraged to <u>should be</u> identified and secured before new development is approved, <u>where feasible.</u>

Table 1. Policy Changes included in the Proposed General Plan Update
Policy PF3.4 [Policy 5]: The City and the school districts will work together to develop criteria for the designation of school sites, and consider the opportunities for reducing the cost of land for school facilities, <u>and work to minimize the impact of school traffic on the adjacent neighborhoods vehicular traffic by ensuring</u> Encourage <u>opportunities for bicycle and pedestrian connections</u> . The City shall encourage the school districts to comply with City standards in the design and landscaping of school facilities.
Policy PF3.5 [Policy 6]: For proposed joint -use facilities, t The City and the school districts will prepare a joint-use study for each school facility to determine the feasibility of joint-use facilities. If determined to be feasible, a joint-use agreement will be pursued <u>will pursue joint -use agreements</u> to maximize public use of facilities, minimize duplication of services provided, <u>and identify operational and maintenance responsibilities</u> , and facilitate shared financial and operational responsibilities.
Policy PF3.7 [Policy 8]: Schools, where feasible, shall <u>should</u> be located away from hazards or sensitive resource conservation areas, except where the proximity of resources may be of educational value and the protection of the resource is reasonably assured.
<u>Policy PF3.9: Higher educational opportunities are a priority to the City and the region. The City will look for opportunities to support the establishment of universities and colleges in Placer County.</u>
Electric Utility
Goal PF4.1 [Goal 1]: Reliability: m <u>Maintain a resilient and highly reliable electric system with sufficient resource capacity and reserves to meet current and future demand.</u> municipal electric utility that provides an efficient, economical, and reliable electric system.
<u>Goal PF4.2: Affordability: fulfill customer electric service needs at just and reasonable rates.</u>
Goal PF4.3 [Goal 2]: <u>Compliance: Comply with applicable local, state, and federal mandates.</u> Provide electric services to all existing and future Roseville development areas through the City's Electric Utility. The provision of services by another provider may be considered where it is determined that such service is beneficial to the City and its utility customers or the provision of City services is not feasible.
[Goal 3]: Maintain adequate sufficient resource reserves capacity consistent with industry standards, sound utility planning, and applicable contracts.
[Goal 4]: Aggressively pursue cost-effective and environmentally safe alternative sources of energy and energy conservation measures.
Policy PF4.1 [Policy 1]: Secure new <u>supply-side and demand-side</u> electric resources, and transmission as necessary, to meet projected demand levels <u>forecasted demand and reserve requirements</u> .
Policy PF4.2 [Policy 2]: Provide improvements to the sub-transmission and distribution system, consistent with facility planning studies, to ensure <u>maintain</u> a reliable source of electricity is maintained .
<u>Policy PF4.4: Comply with federal, state, and local greenhouse gas reduction targets, including the renewable portfolio standards and carbon-free electricity requirements.</u>
[Policy 4]: Extend existing resource contracts if found to be in the best interest of the City.
[Policy 5]: Explore the feasibility of the development of and participation in renewable energy resources.
Policy PF4.5 [Policy 6]: Adopt <u>Maintain an Integrated load/ Resource management p</u> Plan, incorporating energy efficiency, <u>demand- and supply-side management, greenhouse gas reduction, renewable portfolio standard compliance,</u> conservation, load management, and reliability strategies; identifying program objectives and implementation and monitoring mechanisms.
Policy PF4.6 [Policy 8]: Pursue reasonable and cost-effective energy efficiency, conservation, and load management programs <u>that provide benefits to the community,</u> pertinent to the electric utility system.
Policy PF4.7 [Policy 7]: Pursue effective measures to enhance reliability of <u>through</u> interconnection of <u>the</u> electric utility system to <u>with the</u> region-wide grid.

Table 1. Policy Changes included in the Proposed General Plan Update
Policy PF4.9 [Policy 11]: Develop and implement public education programs designed to increase the public's awareness of energy issues, including conservation measures and practices.
[Policy 9]: Continue to pursue emergency electric supplies.
Privately Owned Utilities
Policy PF5.4 [Policy 4]: Work with non-City-owned utility providers to insure ensure that uses and equipment are planned and constructed in a manner consistent with adopted land use policies and design guidelines, to the extent feasible.
Water System
Goal PF6.1 [Goal 1]: Maintain a water system that adequately serves the existing community and planned growth levels through buildout , ensuring the ability to meet projected water demand and to provide needed improvements, repairs, and replacements in a timely manner.
Goal PF6.2 [Goal 2]: Provide water services to all existing and future Roseville water utility customers. The provision of services by another provider may be considered where it is determined that such service is beneficial to the City and its utility customers or the provisions of City services is not feasible.
Goal PF6.3 [Goal 3]: Ensure that safe drinking water standards are met and maintained, in accordance with State the California State Water Resources Control Board, Division of Drinking Water Department of Health Services and EPA regulations.
Goal PF6.4: [Goal 4] Actively pursue water conservation efficiency measures to ensure compliance with all State of California mandates.
Goal PF6.5 [Goal 5]: Actively pursue supplemental diverse water supplies, including surface, groundwater, and other sources for water supply reliability and system improvements that increase reliability.
<u>Goal PF6.6: Maintain systems that are resilient and reliable for treatment, conveyance, and energy infrastructure.</u>
Policy PF6.1 [Policy 1]: Secure and maintain sufficient and diverse sources of water to meet the needs of the existing community and planned growth.
Policy PF6.2 [Policy 2]: Provide sufficient water treatment capacity and infrastructure to meet projected water demand through City buildout of the General Plan.
Policy PF6.3 [Policy 3]: Initiate, upon 75% percent of treatment plant capacity, expansion studies to determine necessary improvements, if any , to meet projected water demand.
Policy PF6.4 [Policy 4]: Establish a process for monitoring Monitor growth trends to anticipate and plan for future water consumption demand needs.
Policy PF6.5 [Policy 5]: Ensure all development provides for and pays a New development shall pay a fair share of the cost for adequate water supply, treatment and distribution, including extension of water line mains extensions, easements acquisitions , and treatment plant expansions, water storage, groundwater wells, and pumping expansions, and dry year reliability.
Policy PF6.7 [Policy 7]: Provide an emergency back-up system to add Develop a portfolio of energy supply and/or generation options to ensure sufficient energy reliability to for the potable water system facilities as determined by the Environmental Utilities Department. The City will continue to operates its surface water, groundwater, and recycled water systems conjunctively. Any additions to or expansions of the City water system shall include compatible facilities, infrastructure, and resource/supply mixes for like conjunctive operations, as determined by Environmental Utilities.
Policy PF6.8 [Policy 8]: Develop and expand pursue alternatives to continue delivery conjunctive use of water with from in collaboration with neighboring public agencies PCWA and SJWD water to Roseville.

Table 1. Policy Changes included in the Proposed General Plan Update
Policy PF6.10 [Policy 10]: Develop and implement water conservation efficiency standards and measures as necessary elements of the water system.
Policy PF6.11 [Policy 11]: <u>Continue</u> Implement and the management and expansion of the groundwater and aquifer storage and recovery program to increase resiliency and reliability of water supply during all supply conditions. Any additions to, or expansions of the City's system shall include like facilities, infrastructure, and technologies for aquifer storage and recovery.
Policy PF6.12 [Policy 12]: Establish a process for Continue monitoring and advocacy for legislative and regulatory requirements that would provide local benefits for the City's water advocating for or against new legislative and regulatory requirements affecting/benefitting the manner in which services are provided to the city's utility customers.
Wastewater and Recycled Water Systems
Goal PF7.2 [Goal 2]: Provide wastewater services to all existing and future Roseville development through the City's wastewater utility. The provision of services by another provider may be considered when it is determined that such service is beneficial to the City and its utility customers or the provision of City services is not feasible.
Goal PF7.4 [Goal 4]: Meet State of California and EPA water quality State and federal standards for the discharge of treated wastewater, as well as meet State of California water quality standards for the production of recycled water.
[Policy 2]: Ensure adequate storm surge capacity at the wastewater treatment plants.
Policy PF7.2 [Policy 3]: Initiate, upon 75 percent utilization of treatment plant capacity, expansion studies to determine necessary demand management and capacity improvements to meet projected wastewater treatment demands.
Policy PF7.3 [Policy 4]: Ensure that wastewater treatment capacity is available for proposed planned development and intensification and that wastewater generation is minimized.
Policy PF7.5 [Policy 6]: Develop and plan, and provide incentives for the use of recycled water by the public and private sectors.
Policy PF7.7 [Policy 8]: Continue monitoring and advocacy for legislative and regulatory requirements that would provide local benefits for the City's wastewater utility customers. Establish a process for monitoring new legislative and regulatory requirements affecting the manner in which services are provided to the City's utility customers.
Solid Waste Collection and Disposal, Source Reduction & Recycling
Policy PF8.2 [Policy 2]: Comply with the source reduction and recycling standards mandated by the State by reducing the projected quantity of solid waste disposed at the regional landfill by 50%, as well as any mandated future reductions.
Policy PF8.3 [Policy 3]: Require a waste characterization profile as part of the initial study, under the California Environmental Quality Act (CEQA), for proposed large-scale commercial and industrial development projects.
Policy PF8.5 [Policy 5]: Develop and implement public education and recycling programs.
Water and Energy Efficiency
Goal PF9.1 [Goal 1]: Preserve scarce resources by recognizing the importance of efficiency conservation in water and energy management.
Goal PF9.2 [Goal 2]: Balance conservation efficiency efforts with water and energy supplies for the maximum benefit of Roseville's residents.
Policy PF9.1 [Policy 1]: Develop and implement water conservation efficiency standards.
[Policy 2]: Implement various water conservation plans developed by the Environmental Utilities Department.

Table 1. Policy Changes included in the Proposed General Plan Update
Policy PF9.3 [Policy 4]: Protect the quality and quantity of the City's groundwater <u>by actively seeking, throughout the City, areas suitable for groundwater recharge with land areas with suitable soils and geology for ground-water recharge.</u> and consider designating areas as open space where recharge potential is high.
Policy PF9.4 [Policy 5]: Develop and adopt a landscape ordinance that provides <u>implement</u> standards for the use of drought tolerant, and water-conserving <u>efficient</u> landscape practices for both public and private projects.
Policy PF9.5 [Policy 6]: Develop and implement public education programs designed to increase public participation in energy, water conservation <u>efficiency</u> , and recycled water use.
Policy PF9.8 [Policy 9]: Preserve scarc <u>natural</u> resources by undertaking major projects in energy conservation and load management, including increasing efficiency in the City's electrical system.
Policy PF9.9 [Policy 10]: Continue and expand energy efficiency and conservation programs to serve all utility users.
Safety
Seismic and Geologic Hazards
Policy SAFE1.1 [Policy 1]: Continue to monitor seismic activity in the region and take appropriate action if significant seismic hazards, including potentially active faults, are discovered in the planning area <u>Planning Area</u> .
Policy SAFE1.3 [Policy 3]: Minimize soil erosion and sedimentation <u>through</u> by maintaining compatible land uses, suitable building <u>placement, maximum lot coverage standards, context-sensitive</u> designs, and appropriate construction techniques.
Flood Protection
Policy SAFE2.1 [Policy 1]: Continue to regulate, through land use, zoning, and other restrictions, all uses and development in areas subject to potential flooding and require new development to comply with the State Plan of Flood Control <u>requirements</u> .
Policy SAFE2.2 [Policy 2]: Monitor and regularly update City flood studies, modeling, and associated land use, zoning, <u>drainage fees and flood management projects</u> , and other development regulations.
Policy SAFE2.3 [Policy 3]: Continue to pursue a regional approach to flood issues. <u>Participate in efforts to secure adequate flood management funding.</u>
Policy SAFE2.4 [Policy 4]: Provide flood warning and forecasting information to <u>the</u> community residents to reduce impacts to personal <u>private</u> property.
Policy SAFE2.6 [Policy 6]: Require new developments to <u>evaluate potential flood hazards, and</u> provide mitigation to insure <u>ensure</u> that the cumulative rate of peak run-off is maintained at pre-development levels.
Policy SAFE2.8 [Policy 8]: Establish <u>and maintain</u> flood control assessment districts or consider other funding mechanisms to mitigate flooding impacts.
Police Services
Policy SAFE3.4 [Policy 4]: Establish programs that respond to community concerns of crime, gangs, drug abuse, <u>homelessness, mental health,</u> and traffic.
[Policy 6]: Continue to enforce, update, and expand the Building Security Ordinance.
Policy SAFE3.7 [Policy 7]: Design parks to facilitate <u>that are conducive to</u> surveillance by adjoining residents, security services, and police.
Policy SAFE3.9 [Policy 9]: Coordinate with park rangers <u>patrol officers</u> in patrolling parks, and open space, <u>and trails areas</u> and continue coordination with other law enforcement agencies.

Table 1. Policy Changes included in the Proposed General Plan Update
Fire Protection
Goal SAFE4.1 [Goal 1]: Protect against the loss of life, property, and the environment by the application of appropriate preventive <u>on</u> , education <u>al</u> , and operational measures.
Policy SAFE4.2 [Policy 2]: <u>Continue to follow service level response times, as listed in the City's Standards of Cover document.</u> Strive to achieve the following service levels: Strive to achieve the following service levels: - 8 minute 12 second Total Response Time 11 minute 30 second Effective Response Force 90 Second Call Processing Time 90 Second Turnout Time 5 minute 12 second Travel Time Maintain ISO rating of 3 or better
[Policy 7]: Continue to completion the permanent fire training classroom facility at the Fire Training Center.
[Policy 8]: Provide a comprehensive emergency medical services program to provide Advance Life Support services and ensure reliable ambulance transport services to aid citizens in need of rescue or medical assistance.
Hazardous Materials
Policy SAFE5.1 [Policy 1]: Require the disclosure, of the use, and storage, and disposal of hazardous materials in existing and proposed industrial and commercial activities and siting of hazardous waste disposal facilities in accordance with to comply with Placer County guidelines and state lawlocal, state, and federal safety standards.
Policy SAFE5.3 [Policy 3]: Cooperate fully with both public and private agencies, as defined in the City of Roseville Hazardous Materials Emergency Response Plan in the event of a hazardous material emergency.
[Policy 4]: Develop a hazardous materials truck route through the City of Roseville and limit pickup and delivery of hazardous materials of hazardous materials during peak traffic hours.
Health Services
Policy SAFE6.1 [Policy 1]: The City shall plan for the public health implications of climate change, including disease and temperature effects Encourage the establishment of a trauma center to service the South Placer area. <u>The City shall plan for the continued growth and establishment of health services, and expand healthcare access to serve the South Placer region.</u>
Noise
Policy N1.1 [Policy 1]: <u>The City's exterior noise compatibility standards for uses affected by transportation noise sources are included as Table IX-1. Exterior noise levels shall be mitigated to the extent feasible using site planning, building orientation, and/or other construction techniques or design features. Noise barriers should only be used after other feasible noise reduction strategies are exhausted, and not where they would interrupt existing or future community visual, pedestrian, or bicycle connectivity.</u> Allow the development of new noise sensitive land uses (which include but are not limited to residential, schools, and hospitals) only in areas exposed to existing or projected levels of noise from transportation noise sources which satisfy the levels specified in Table IX 1. Noise mitigation measures may be required to reduce noise in outdoor activity areas and interior spaces to the levels specified in Table IX 1. Recognizing that in increasingly urban areas it is difficult to maintain suburban noise standards, and in order to facilitate the City's goals to encourage reinvestment and economic development in the Riverside and Downtown Specific Plan areas, the City may elect to allow new noise sensitive land uses on a case by case basis in proximity to transportation sources. Noise mitigation, including an acoustical analysis, would be required to reduce interior space noise levels to the standards specified in Table IX 1. Exterior noise levels would require mitigation to the extent feasible using building orientation, construction and design features; however ultimately, noise levels may exceed the noise standards identified in Table IX-1.

Table 1. Policy Changes included in the Proposed General Plan Update
<u>Policy N1.2: The City's interior noise compatibility standards for uses affected by transportation noise sources are 45 dBA L_{dn} for noise-sensitive uses such as residences, lodging, hospitals, assisted living facilities, and other places where people normally sleep. For noise-sensitive uses where people do not sleep, such as offices, schools, and uses with similar noise sensitivity, noise levels should be no greater than 45 dBA L_{eq}. Proposed projects should incorporate noise reduction strategies, if necessary, to achieve these interior noise levels.</u>
<u>Policy N1.3: The City's exterior noise compatibility standards for uses affected by non-transportation-related noise are defined within the City's Noise Ordinance, and should be applied consistent with the Noise Ordinance.</u>
Policy N1.4 [Policy 2]: <u>The City will require new transportation improvement projects to be designed to limit noise impacts consistent with the standards contained in Table IX-1, to the extent feasible, through the use of appropriate attenuation techniques.</u> Require new roadway improvement projects to be mitigated so as not to exceed the noise levels specified in Table IX-1 at outdoor activity areas or interior spaces of existing noise-sensitive land uses.
[Policy 3]: Evaluate new transportation projects, such as light and heavy rail, using the standards contained in Table IX-1. However, noise from these projects may be allowed to exceed the standards contained in Table IX-1 if the City Council finds that there are special overriding circumstances.
Policy N1.5 [Policy 4]: <u>If existing noise levels exceed the noise compatibility standards in Table IX-1 or Policy N1.2, then feasible methods of reducing noise to levels consistent with standards should be considered, but are not required. However, if existing noise levels exceed noise compatibility standards and a project results in a significant increase in noise (as defined below), then feasible methods of reducing noise to avoid a significant noise increase should be applied. In no case should a project result in a Clearly Unacceptable noise level according to Table IX-1.</u> • <u>Where existing exterior noise is less than 60 dB, a ≥ 5 dBA increase in noise is significant.</u> • <u>Where existing exterior noise is between 60 and 65 dBA, a ≥ 3 dB increase in noise is significant.</u> • <u>Where existing exterior noise is greater than 65 dB ≥ 1.5 dBA increase in noise is significant.</u> Require an acoustical analysis where: a. _____ Noise sensitive land uses are proposed in areas exposed to existing or projected noise levels exceeding the levels specified in Table IX-1; b. _____ Proposed transportation noise source projects are likely to produce noise levels exceeding the levels specified in Table IX-1 at existing or planned noise sensitive uses. An acoustical analysis shall be required as part of the environmental review process so that noise mitigation may be considered in the project design.
<u>Policy N1.6: In order to facilitate reinvestment and economic development, if noise mitigation is found to be infeasible or in conflict with other City policies regarding community design, the City may elect to allow noise levels that exceed the noise standards identified in Table IX-1, although in no case should application of this policy result in a Clearly Unacceptable noise level according to Table IX-1.</u>
Policy N1.7 [Policy 5]: <u>The City will</u> work in cooperation with Caltrans and the Union Pacific <u>Railroad</u> to maintain noise level standards for both new and existing projects in compliance with Table IX-1.
<u>Policy N1.8: Public events, such as school sporting events, community festivals, and similar community and temporary events, and noise associated with emergency vehicles, alarms, or signals are exempt from the noise standards outlined in this Element.</u>
[Policy 6]: Allow the development of new noise-sensitive uses (which include, but are not limited to, residential, school, and hospitals) only where the noise level due to fixed (non-transportation) noise sources satisfies the noise level standards of Table IX-3. Noise mitigation may be required to meet Table IX-3 performance standards. Recognizing that in increasingly urban areas it is difficult to maintain suburban noise standards, and in order to facilitate the City's goals to encourage reinvestment and economic development in the Riverside and Downtown

Table 1. Policy Changes included in the Proposed General Plan Update
Specific Plan areas, the City may elect to allow new noise sensitive land uses on a case by case basis in a mixed-use environment. Noise levels would require mitigation to the extent feasible using building orientation, construction and design features; however ultimately, noise levels may exceed noise standards identified in Table IX 1.
[Policy 7]: Require proposed fixed noise sources adjacent to noise sensitive uses to be mitigated so as not to exceed the noise level performance standards of Table IX 3.
[Policy 8]: Require an acoustical analysis where: Noise sensitive land uses are proposed in areas where existing or anticipated future fixed noise sources may a. Proposed non residential or other fixed noise sources are likely to produce noise levels exceeding the performance standards of Table IX 3 at existing or planned noise sensitive uses. An acoustical analysis shall be required as part of the environmental review process so that noise mitigation may be considered during project design.
[Policy 9]: Where noise mitigation measures are required to achieve the standards of Tables IX 1 and IX 3, the emphasis of such measures should be placed on site planning and project design. These measures may include, but are not limited to, building orientation, setbacks, landscaping, and building construction practices. The use of noise barriers, such as soundwalls, should be considered as a means of achieving the noise standards only after all other practical design related noise mitigation measures have been integrated into the project.
Policy N1.9 [Policy 10]: <u>Construction-related noise that is consistent with the City's Noise Ordinance is exempt from the noise standards outlined in this Element.</u> Regulate construction related noise to reduce impacts on adjacent uses consistent with the City's Noise Ordinance.
<u>Policy N1.10: Include all feasible measures necessary, as a part of proposed development and public infrastructure projects to avoid substantial annoyance for adjacent vibration-sensitive uses, consistent with California Department of Transportation and Federal Transit Agency guidance.</u>

UPDATES TO THE FORMAT TO BE MORE USER FRIENDLY

The City has made many revisions to the General Plan for clarity and concision, and moving detailed existing conditions information that goes quickly out of date to the General Plan Update EIR, so that the goals and policies become the focus of the body of the General Plan. Whereas the existing General Plan includes lengthy Setting and Outlook sections with text and tables for each topic, the proposed General Plan Update includes a brief description of the topical area and then proceeds immediately to the goals and policies section. Using the Functional Classification section of the Circulation Element as an example, before reaching the goals and policies the existing General Plan includes:

- ▶ A one-page Setting section describing, in detail, the definition of functional classification, how roadways work, the history of the City's roadway system, a description of each roadway classification and its function and relationship to the City, as well as a summary of truck routes.
- ▶ An Outlook section describing the long-range planning for functional classifications.
- ▶ Four pages for maps and tables identifying every roadway in the City and its classification.

In the proposed Update, the Functional Classification section includes:

- ▶ One page describing the purpose of a functional classification system, and what the City's classification system includes.
- ▶ Two maps, one showing the City's roadway classifications and the other showing truck routes.

Other descriptive text has either been deleted, because the information is already contained within the City's Improvement Standards and other documents or has been moved to the General Plan Update EIR. These changes do not affect how the General Plan is implemented or understood, they simply remove extraneous background information to create a more focused and accessible document that is focused on achieving the City's long-term, comprehensive vision.

REVISE OUTDATED INFORMATION

Throughout the proposed General Plan Update, outdated information that is important for understanding the City's long-term development and conservation goals is updated.

ELEMENTS OF THE GENERAL PLAN

The General Plan contains an introductory chapter and nine elements:

1. Land Use
2. Circulation
3. Air Quality and Climate Change
4. Open Space and Conservation
5. Parks and Recreation
6. Public Facilities
7. Safety
8. Noise
9. Housing

Each Element of the General Plan includes some background information to establish the context for the goals and policies. This background information is followed by goals and policies. Goals are a statement of the desired future condition related to public health, safety, or general welfare of the community. Goals set directions for policies. Policies are statements or conditions that guide decision making in relation to managing land use change, prioritizing public investments, mitigating environmental effects, and other related actions. Policies convey the City's position on particular topics. Implementation measures are actions necessary to carry forward the City's policies. The General Plan also incorporates a glossary and an appendix. The appendix includes the General Plan Implementation Measures.

PLANNED LAND USES

The proposed General Plan Update does not include changes to land use designations. The City has assigned land use designations to most portions of the Planning Area, with the exception of major road rights-of-way and developed areas that are outside the City limits, but within the City's Sphere of

Influence. For the purposes of analysis throughout this EIR, the City assumes buildout of the Planning Area with the approximate acreages per land use designation as shown in Table 2.

Table 2. Acreage by General Plan Land Use Designation	
Land Use Designation	Acres
Residential	
Low-Density Residential	11,000
Medium-Density Residential	1,300
High-Density Residential	800
Commercial	
Neighborhood Commercial	25
Community Commercial	1,900
Regional Commercial	340
Office	
Business Professional	800
Industrial	
Light Industrial	1,170
Tech/Business Park	30
General Industrial	1,140
Transfer Station	25
Special Areas	
Central Business District	60
Public/Quasi-Public	2,700
Parks and Recreation	2,140
Open Space	3,100
Urban Reserve	100
TOTAL	26,000
Notes: Totals do not add due to rounding. The total acreage does not include approximately 3,000 acres in the Planning Area of undesignated road rights-of-way and other undesignated land.	

DEVELOPMENT ASSUMPTIONS

Buildout of the General Plan could accommodate the construction of between 20,000 to 25,000 housing units and the addition of 25 to 30 million square feet of non-residential building space, and approximately 10,000 additional K–12 students, along with parks and other public facilities and infrastructure required to serve such development.

Actual development between present and buildout will depend on changes in the local and regional economy, demographic trends, and other factors, many of which are beyond the direct control of the City. Certain areas designated for urban use may or may not be developed during this planning horizon. Areas might be developed at the upper or lower end of allowable density ranges, which may change actual development compared to what is assumed.

E. PUBLIC FACILITIES AND INFRASTRUCTURE

Roseville is a full-service city, providing all potable water (potable water service including treatment, storage, water distribution and water conservation), wastewater (collection and treatment), recycled water (irrigation), and stormwater (protecting the water quality of Roseville’s creeks), solid waste collection,

and electric utility services to Roseville’s residents, businesses, and schools in its service area (the City limits). Pacific Gas and Electric provides natural gas service to the City.

F. TRANSPORTATION

The City maintains a network of pedestrian and bicycle facilities of different types throughout City limits. Most residential streets have sidewalks. Arterial roadways in residential areas typically have wide sidewalks and arterials and collector roadways typically have designated bike lanes. A system of off-street, multi-use paths connects homes with destinations, such as schools, parks, libraries, and other services. The City’s Bicycle Master Plan describes 119 miles of existing bicycle facilities. Buildout of the General Plan would add approximately 30 miles of Class I bikeways, approximately 36 miles of Class II bikeways, and approximately 42 miles of Class III bikeways.

The City’s Capital Improvement Program (CIP) identifies transportation improvements needed to serve vehicular travel demand resulting from existing and new development. The CIP, along with the associated traffic mitigation fees, are periodically updated to respond to changing conditions and guide the development of an adequate vehicular transportation system. The City Council sets priorities for the construction of individual CIP projects throughout the Planning Area. The CIP implements the City’s General Plan Circulation Diagram, along with land use change anticipated under the proposed General Plan Update and construction and operation of other public utilities and facilities required to support buildout of the General Plan.

G. PROJECT OBJECTIVES

The proposed General Plan Update does not include any changes to land use designations, expansion of the City’s Planning Area, or other physical changes to areas planned for development compared to the existing General Plan. Rather, this Update revises goals, policies, and implementation measures to comply with recently adopted State law, improves and clarifies policy language, replaces outdated information, and improves the organization and user friendliness of the document. The project objectives for the proposed General Plan Update are as follows:

- ▶ Revise goals and policies, as appropriate, to address recent changes in State law;
- ▶ Prepare a detailed estimate of existing and future greenhouse gas (GHG) emissions associated with implementing the General Plan and feasible mitigating policies that would reduce emissions;
- ▶ Take advantage of GHG reduction strategies that offer co-benefits, such as more practical bicycle, pedestrian, and transit mobility options; reductions in household and business transportation and utility costs; and improvements to air quality and public health;
- ▶ Identify ongoing programs that reduce GHG emissions and incorporate such efforts as policy or implementation measures;

- ▶ Prepare estimates of existing and future vehicular travel demand and identify feasible mitigating policies and implementation measures that would reduce vehicular travel demand;
- ▶ Revise policies and implementation measures, as appropriate, to ensure an appropriate balance between managing traffic congestion and facilitating infill development, promoting public health through active transportation, and reducing GHG emissions;
- ▶ Incorporate changes to the Noise Element that are more appropriate for current and future conditions in Roseville; and
- ▶ Integrate the environmental analysis and policy planning process to promote the City's planning, environmental, economic, and fiscal goals.

H. REQUIRED DISCRETIONARY ACTIONS

The City of Roseville is the lead agency for the proposed project. As required by Section 15124(d)(1)(B) of the CEQA Guidelines, the EIR must contain a list of permits and other approvals required to implement the project. The project requires the following approvals:

- ▶ Certification of the EIR
- ▶ Adoption of the Mitigation Monitoring and Reporting Plan, which is incorporated into the General Plan
- ▶ Adoption of the 2035 General Plan

These discretionary actions are within the province of the City Council. Future projects implemented under the updated General Plan would require a variety of approvals from the City and responsible agencies.

V. ENVIRONMENTAL REVIEW PROCESS

Pursuant to Section 15082 of the CEQA Guidelines, on August 26, 2019 the City filed a Notice of Preparation (NOP) and sent the NOP to each responsible and trustee agency, special service districts, organizations, and individuals with an interest in or jurisdiction over the proposed project. The City held a public scoping meeting for the project on September 17, 2019.

The Draft EIR was circulated for public review and comment for a period of 45 days from May 8, 2020 through June 22, 2020. This period satisfied the requirement for the public review period as set forth in Public Resources Code Section 21091(a) and CEQA Guidelines Section 15105. The Planning Commission public hearing held on June 25, 2020. A list of public agencies and individuals commenting on the Draft EIR is included in Chapter 2 in the Final EIR. Five comment letters were received. The Final EIR includes comments received on the Draft EIR, responses to significant environmental issues raised in the comments, and revisions to the text of the Draft EIR.

VI. RECORD OF PROCEEDINGS

For the purposes of CEQA, and the findings herein set forth, the administrative record for the proposed project consists of those items listed in Public Resources Code Section 21167.6, subdivision (e). The record of proceedings for the City's decision on the proposed project consists of the following documents, at a minimum:

- ▶ The NOP and all other public notices issued by the City in conjunction with the project;
- ▶ Minutes and/or transcripts of the Draft EIR public scoping meeting held on September 19, 2019;
- ▶ The Draft EIR for the project and all documents relied upon or incorporated by reference;
- ▶ All comments submitted by agencies or members of the public during the 45-day comment period on the Draft EIR;
- ▶ The Final EIR for the project, including comments received on the Draft EIR; the City's responses to those comments; technical appendices; and all documents relied upon or incorporated by reference;
- ▶ The Mitigation Monitoring and Reporting Plan (MMRP) for the project, which is incorporated into the General Plan;
- ▶ All findings and resolutions adopted by the City in connection with the project, and all documents cited or referred to therein;
- ▶ The Planning Commission staff report and presentation;
- ▶ Minutes and/or transcripts of the Planning Commission public hearing held on June 25, 2020;
- ▶ The City Council staff report and presentation;
- ▶ Minutes and/or transcripts of the City Council public hearing held on August 5, 2020;
- ▶ All other reports, studies, memoranda, maps, staff reports, or other planning documents relating to the project prepared by the City or consultants to the City with respect to the City's compliance with the requirements of CEQA and with respect to the City's action on the project;
- ▶ All resolutions or findings adopted by the City regarding the project, and all staff reports, analyses, and summaries related to the adoption of those resolutions or findings;
- ▶ Any documents expressly cited in these findings, in addition to those cited above; and
- ▶ Any other materials required for the record of proceedings by Public Resources Code Section 21167.6, subdivision (e).

Pursuant to Guidelines Section 15091(e), the administrative record of these proceedings may be obtained from, the City's Development Services Department at 311 Vernon Street, Roseville, CA 95678. The custodian of these documents and other materials is Gina McColl, General Plan Update Manager.

The City Council has relied on all of the documents listed above in reaching its decisions on the proposed project even if not every document was formally presented to the City Council or City Staff as part of the City files generated in connection with the proposed project.

Without exception, any documents set forth above not found in the project files fall into one of two categories. Many of them reflect prior planning or legislative decisions with which the City Council was aware in approving the proposed project (see *City of Santa Cruz v. Local Agency Formation Commission* (1978) 76 Cal.App.3d 381, 391-392; *Dominey v. Department of Personnel Administration* [1988] 205 Cal.App.3d 729, 738, fn. 6). Other documents influenced the expert advice provided to City Staff or consultants, who then provided advice to the City Council as the final decision-making body. For that reason, such documents form part of the underlying factual basis for the City Council's decisions relating to approval of the proposed project (see Public Resources Code, Section 21167.6, subd. [e][10]; *Browning-Ferris Industries v. City Council of City of San Jose* [1986] 181 Cal.App.3d 852, 866; *Stanislaus Audubon Society, Inc. v. County of Stanislaus* [1995] 33 Cal.App.4th 144, 153, 155).

VII. FINDINGS REQUIRED UNDER CEQA

Public Resources Code Section 21002 provides that "public agencies should not approve projects as proposed if there are feasible alternatives or feasible mitigation measures available which would substantially lessen the significant environmental effects of such projects[.]" The same statute provides that the procedures required by CEQA "are intended to assist public agencies in systematically identifying both the significant effects of projects and the feasible alternatives or feasible mitigation measures which will avoid or substantially lessen such significant effects." Section 21002 goes on to provide that "in the event [that] specific economic, social, or other conditions make infeasible such project alternatives or such mitigation measures, individual projects may be approved in spite of one or more significant effects thereof."

The mandate and principles announced in Public Resources Code Section 21002 are implemented, in part, through the requirement that agencies must adopt findings before approving projects for which EIRs are required. For each significant environmental effect identified in an EIR for a project, the approving agency must issue a written finding reaching one or more of three permissible conclusions. As noted earlier, the first such finding is that changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the Final EIR. The second permissible finding is that such changes or alterations are within the responsibility and jurisdiction of another public agency and not the agency making the finding, and such changes have been adopted by such other agency or can and should be adopted by such other agency. The third potential conclusion is that specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible the mitigation

measures or project alternatives identified in the final EIR (CEQA Guidelines, Section 15091). Public Resources Code Section 21061.1 defines “feasible” to mean “capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, social, and technological factors.” CEQA Guidelines section 15364 adds another factor: “legal” considerations (see *Citizens of Goleta Valley v. Bd. of Supervisors* [1990] 52 Cal.3d 553, 565).

The concept of “feasibility” also encompasses the question of whether a particular alternative or mitigation measure promotes the underlying goals and objectives of a project (*City of Del Mar v. City of San Diego* [1982] 133 Cal.App.3d 410, 417; *Sierra Club v. County of Napa* [2004] 121 Cal.App.4th 1490, 1506-1509 [court upholds CEQA findings rejecting alternatives in reliance on applicant’s project objectives]; *California Native Plant Society v. City of Santa Cruz* [2009] 177 Cal.App.4th 957, 1001 [“an alternative ‘may be found infeasible on the ground it is inconsistent with the project objectives as long as the finding is supported by substantial evidence in the record’”] (quoting Kostka & Zischke, *Practice Under the Cal. Environmental Quality Act* [Cont.Ed.Bar 2d ed. 2009] (Kostka), Section 17.30, p. 825); *In re Bay-Delta Programmatic Environmental Impact Report Coordinated Proceedings* (2008) 43 Cal.4th 1143, 1165, 1166 (*Bay-Delta*) [“[i]n the CALFED program, feasibility is strongly linked to achievement of each of the primary program objectives”; “a lead agency may structure its EIR alternative analysis around a reasonable definition of underlying purpose and need not study alternatives that cannot achieve that basic goal”]). Moreover, “feasibility” under CEQA encompasses ‘desirability’ to the extent that desirability is based on a reasonable balancing of the relevant economic, environmental, social, and technological factors” (*City of Del Mar, supra*, 133 Cal.App.3d at p. 417; see also *CNPS, supra*, 177 Cal.App.4th at p. 1001 [“an alternative that ‘is impractical or undesirable from a policy standpoint’ may be rejected as infeasible”] [quoting Kostka, *supra*, Section 17.29, p. 824]; *San Diego Citizenry Group v. County of San Diego* (2013) 219 Cal.App.4th 1, 17).

For purposes of these findings, the term “avoid” refers to the effectiveness of one or more mitigation measures to reduce an otherwise significant effect to a less-than-significant level. Although CEQA Guidelines Section 15091 requires only that approving agencies specify that a particular significant effect is “avoid[ed] or substantially lessen[ed],” these findings, for purposes of clarity, in each case will specify whether or not the effect in question has been “avoided” (i.e., reduced to a less-than-significant level).

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

With respect to a project for which significant impacts are not mitigated to a less-than-significant level, a public agency, after adopting proper findings, may nevertheless approve the project if the agency first adopts a statement of overriding considerations setting forth the specific reasons why the agency found that the project’s “benefits” rendered “acceptable” its “unavoidable adverse environmental effects” (CEQA Guidelines, Sections 15093, 15043, subd. [b]; see also Public Resources Code, Section 21081, subd. [b]).

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

The findings of the City Council with respect to the project’s significant effects and mitigation measures are set forth in the Final EIR and these Findings of Fact. The Summary of Findings provides a summary description of each potentially significant and significant impact, describes the applicable mitigation measures identified in the Final EIR and adopted by the City Council, and states the findings of the City Council regarding the significance of each impact after imposition of the adopted mitigation measures. A full explanation of these environmental findings and conclusions can be found in the Final EIR, which are incorporated by reference.

The City Council hereby ratifies, adopts, and incorporates the analysis and explanation in the record into these findings, and ratifies, adopts, and incorporates in these findings the determinations and conclusions of the Final EIR relating to environmental impacts and mitigation measures, except to the extent any such determinations and conclusions are specifically and expressly modified by these findings.

VIII. MITIGATION MEASURES PROPOSED BY COMMENTERS

Some commenters suggested additional conditions of approval, mitigation measures, or modifications to the measures recommended in the Draft EIR. In considering specific recommendations from commenters, the City has been cognizant of its legal obligation under CEQA to substantially lessen or avoid significant environmental effects to the extent feasible. The City recognizes, moreover, that comments frequently offer thoughtful suggestions regarding how a commenter believes that a particular mitigation measure can be modified, or perhaps changed significantly, in order to more effectively, in the commenter’s eyes, reduce the severity of environmental effects. The City is also cognizant, however, that the mitigation measures recommended in the EIR represent the professional judgment and long experience of the City’s expert staff and environmental consultants. The City therefore believes that these recommendations should not be lightly altered. Thus, in considering commenters’ suggested changes or additions to the mitigation measures as set forth in the Draft and Final EIR, the City, in determining whether to accept such suggestions, either in whole or in part, has considered the following factors, among others: (i) whether the suggestion relates to an environmental impact that can already be mitigated to less than significant levels by proposed mitigation measures in the Draft EIR; (ii) whether the proposed language represents a clear improvement, from an environmental standpoint, over the draft language that a commenter seeks to replace; (iii) whether the proposed language is sufficiently clear as to be easily understood by those who will implement the mitigation as finally adopted; (iv) whether the language might be too inflexible to allow for pragmatic implementation; (v) whether the suggestions are feasible from an economic, technical, legal, or other standpoint; and (vi) whether the proposed language is consistent with the project objectives.

As is often evident from the specific responses given to specific suggestions, City staff and consultants spent time carefully considering and weighing proposed or requested mitigation language. In some instances, the City revised mitigation measures in accordance with the comments. In other instances, the City developed alternative language addressing the same issue that was of concern to a commenter. In no instance, however, did the City fail to take seriously a suggestion made by a commenter or fail to appreciate the sincere effort that went into the formulation of suggestions.

With respect to mitigation measures, the City has made the following changes to mitigation measures as they appeared originally in the Draft EIR. These changes are described in detail in Chapter 3 of the Final EIR, “Revisions to the Draft EIR.”

- (1) After discussion with representatives of the United Auburn Indian Community (UAIC), the City added Policy OS4.12 to the updated General Plan (“Policy OS4.12: The City will continue to coordinate with Native American Tribes that are traditionally and culturally affiliated with resources in the Planning Area on management of, and access to City properties that have Tribal Cultural Resources”). (Final EIR page 3-15).
- (2) Through consultation with Native American Tribal representatives, the City has added clarifications to Mitigation Measure 4.9-2a to create more explicit connections with the City’s now approved Internal Guidance for Management of Tribal Cultural Resources and Consultation. (Final EIR page 3-16 through 3-18). Mitigation Measure 4.9-2a has been incorporated as an Implementation Measure in the appendix to the General Plan.
- (3) In consultation with Native American Tribal representatives, the City has added clarifications to Mitigation Measure 4.9-2b to more directly connect with the City’s now approved Internal Guidance for Management of Tribal Cultural Resources and Consultation. (Final EIR page 3-18 and 3-19). Mitigation Measure 4.9-2b has been incorporated as an Implementation Measure in the appendix to the General Plan.
- (4) In consultation with Native American Tribal representatives, the City has updated Mitigation Measure 4.9-3, which committed the City to developing guidance for consultation and management of cultural and tribal cultural resources. Now that the City has approved the Internal Guidance for Management of Tribal Cultural Resources and Consultation, this mitigation measure has been updated. (Final EIR page 3-20 and 3-21). Mitigation Measure 4.9-3 has been incorporated as an Implementation Measure in the appendix to the General Plan.

On July 16th, 2020, the City contacted the representatives of the UAIC to provide notification that, pursuant to Public Resources Code Section 21082.3.2(b)(1), the City has concluded consultation under AB 52.

IX. FINDINGS REGARDING RECIRCULATION OF THE DRAFT EIR

CEQA Guidelines Section 15088.5 requires a lead agency to recirculate an EIR when “significant new information” is added to the EIR after the lead agency gives public notice of the availability of the Draft EIR but before certification. “Information” may include project changes, changes to the environmental setting, or additional data or other information. The CEQA Guidelines do not consider new information to be significant unless the lead agency changes the EIR in a way that deprives the public of a meaningful opportunity to comment on a substantial adverse environmental effect or a feasible way to mitigate the impact that the agency or project proponent has declined to implement.

Section 15088.5 states “significant new information” requiring recirculation may include:

- (1) A new significant environmental impact that had not previously been disclosed in the Draft EIR would result from the project or from a new mitigation measure;
- (2) A substantial increase in the severity of an environmental impact that had already been identified unless mitigation measures would be adopted to reduce the impact to a level of insignificance;
- (3) A feasible project alternative or mitigation measure would considerably lessen the significant environmental impacts of the project, but the proponents will not adopt it; or
- (4) The Draft EIR was so inadequate and conclusory that meaningful public review and comment were precluded.

Recirculation is not required if new information added to the EIR clarifies or makes minor modifications to an otherwise adequate EIR. The above standard is “not intend[ed] to promote endless rounds of revision and recirculation of EIRs” (*Laurel Heights Improvement Assn. v. Regents of the University of California* [1993] 6 Cal. 4th 1112, 1132). “Recirculation was intended to be an exception, rather than the general rule” (*Ibid*).

A. REVISIONS TO THE DRAFT EIR

In response to comments from the public and other public agencies on the Draft EIR, the project has incorporated changes, which are summarized in Chapter 3 of the Final EIR, “Revisions to the Draft EIR.”

The changes to the Draft EIR make typographical corrections, provide clarifications, or provide additional supportive information. These changes do not substantively change the analysis, mitigation, or alternatives, as presented in the Draft EIR. No significant new information has been added to the EIR since public notice was given of the availability of the Draft EIR. Therefore, recirculation of the EIR pursuant to CEQA Guidelines Section 15088.5 is not required.

A summary of specific revisions and the reasons these revisions do not require recirculation of the EIR is provided below. Revisions to the Draft EIR are presented below. Changes in the text are indicated by strikethrough (~~strikethrough~~) where text has been removed and by underline (underline) where text has been added.

CHAPTER 2, “PROJECT DESCRIPTION”, TABLE 2-1, PAGE 2-20

Policy OS4.6 [Policy 5]: The preservation of Bbuildings and other resources that have historical or architectural value should be preserved, whenever feasible ~~considered~~, and the City will encourage support willing private property owners to in the preservation, maintenance, and/or renovation of significant historic resources, consistent with applicable Department of the Interior historic preservation standards.

Policy OS4.10 [Policy 9]: Provide opportunities for public awareness and education through coordination with the Roseville Historical Society and local schools, and culturally affiliated California Native American tribes.

Policy OS4.12: The City will continue to coordinate with Native American Tribes that are traditionally and culturally affiliated with resources in the Planning Area on management of, and access to City properties that have Tribal Cultural Resources.

Finding: The City finds that the minor revisions to Policies OS4.6 and OS4.10 and the new policy – Policy OS4.12 –address continued coordination with Native American Tribal representatives and do not create any impact that was not analyzed in the Draft EIR or increase the severity of any impact.

SECTION 4.3, “TRANSPORTATION”, EXHIBIT 4.3-4, “GENERAL PLAN NUMBER OF TRAVEL LANES”, PAGE 4.3-25

Finding: The City finds that the correction to the referenced exhibit to display the correct number of vehicular travel lanes does not create any impact that was not analyzed in the Draft EIR or increase the severity of any impact.

EXHIBIT 4.3-5, “GENERAL PLAN LANE INCREASES”, PAGE 4.3-27

Finding: This exhibit has been corrected to show the correct increase in the number of travel lanes. The City finds that the correction to the referenced exhibit to display the correct increase in the number of vehicular travel lanes does not create any impact that was not analyzed in the Draft EIR or increase the severity of any impact.

TABLE 4.3-5, PAGE 4.3-31

Table 4.3-5 City of Roseville VMT Thresholds Analysis		
	Service Population Methodology	Per Capita Methodology
VMT Produced	5,459,700	1,822,100
# of Residents	120,812	120,812
# of Employees	69,026 67,530	--
Service Population	189,838 188,342	--
Baseline VMT Metric	28.8 <u>29</u> VMT/service population	15.1 VMT/capita
Target VMT Metric	24.5 VMT/service population	12.8 VMT/capita

Note: The City's threshold is 12.8 VMT/capita. Service sector thresholds are included for informational purposes.

Finding: Minor revisions were made to the number of employees, the local service population, and the existing vehicle miles traveled (VMT) per service population. The City finds that the minor revisions to the number of employees and local service population does not create any impact that was not analyzed in the Draft EIR or increase the severity of any impact.

PAGE 4.3-31

Quantitative analysis would not be required if it can be demonstrated that a project is consistent with the General Plan and would generate VMT which is equivalent to or less than what was assumed in this General Plan EIR. Examples of such projects include local-serving retail and other local-serving development, which generally reduces existing trip distances by providing services in closer proximity to residential areas, and therefore reduce VMT. Multi-family residences generally have fewer trips per household than single-family residences, and therefore also produce less VMT per unit. Infill projects in developed areas generally have shorter trips, reduced vehicle trips, and therefore less VMT (low VMT areas, as described in the analysis below). Pedestrian, bicycle, transit, and electric vehicle transportation projects are presumed to be consistent with the VMT analysis, while new vehicular transportation projects not included in this General Plan that could induce additional VMT would be presumed to have a conflict and would require quantitative analysis. Residential projects in low per-capita household VMT areas and office projects in low per-worker VMT areas (85 percent or less than the regional average) as shown on maps maintained by SACOG would also be presumed not to have a significant effect.

Finding: This very minor revision to text in Section 4.3 of the Draft EIR was made in response to a comment from the Placer County Air Pollution Control District (PCAPCD) on the Draft General Plan Update EIR. The City finds that the minor revisions to this language, clarifying that projects consistent with the General Plan would not generally require another quantified vehicle miles traveled (VMT) analysis, does not create any impact that was not analyzed in the Draft EIR or increase the severity of any impact.

PAGES 4.3-33 AND 4.3-34, IMPACT 4.3-1

IMPACT 4.3-1 **VMT Per Capita Exceeds the Threshold of 12.8 VMT Per Capita.** *The VMT generated by buildout of the existing General Plan is 15.45 VMT per capita under financially constrained network conditions and 14.9 VMT per capita under financially unconstrained network conditions. This exceeds the significance threshold. This impact is considered **significant**.*

Table 4.3-56 presents the total VMT and total VMT per service population for the City of Roseville for trips beginning or ending in the City. As shown, total VMT is expected to

increase by about ~~88~~ 89 percent over baseline conditions across all scenarios. This generally matches the growth assumptions of 56 percent more residential, 81 percent more office, and twice as much retail, industrial, and high-tech industrial.

Table 4.3-56 Total Vehicle Miles Traveled by City of Roseville Land Uses: Service Population Analysis			
Measure	Baseline	General Plan Buildout (Constrained)	General Plan Buildout (Unconstrained)
Total VMT	5,459,700	10, 307,809 <u>289,700</u>	10,125,800
Residents	120,812	188,968	188,968
Employees	69,026 <u>67,530</u>	123, 177-050	123, 177-050
Service Population	189,838 <u>188,342</u>	312, 145 018	312, 145 018
Total VMT/ Service Population	<u>29</u> 28.8	33.0	32. 4 <u>5</u>
Note: Includes full length of all trips with either an origin or destination with the City of Roseville limits. Source: Fehr & Peers 2020			

This table indicates that VMT per service population increases under all 2035 scenarios when compared to baseline conditions. This is caused by two factors. First, as is demonstrated in more detail later, the majority of the residential growth is predicted to occur on the edges of the Planning Area, further away from goods and services than most existing residences. Hence, trip lengths increase for these residents. Second, the percentage of the service population consisting of employees increases from 36 percent under baseline conditions to 39 percent under 2035 conditions. This is important because the incremental addition (using the service population methodology) 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). When daily trips are then converted into VMT by multiplying by the trip length, the same trend occurs.

Table 4.3-7 ~~6~~ presents the home-based production VMT and home-based production VMT per resident for the City of Roseville for trips beginning or ending in the City, also known as a per capita VMT analysis. This table indicates that the two constrained scenarios would exhibit per capita VMT that is ~~two~~ 2.6 percent above baseline conditions. The unconstrained proposed project scenario would have per capita VMT that is 1.3 percent below baseline conditions. In all likelihood, the constrained scenario is enabling motorists to travel more directly to their destinations (versus seeking less direct, but quicker routes) due to less traffic intrusion from freeways. Although the project results in slightly less VMT per capita than existing conditions, it remains above the significance threshold of 12.8 VMT per capita.

Table 4.3-7 6 Home-Based Production Vehicle Miles Traveled: Per Capita Analysis			
Measure	Baseline	General Plan Buildout (Constrained)	General Plan Buildout (Unconstrained)
Home-Based Production VMT	1,822,100	2,920,117 911,300	2,810,400
Residents	120,812	188,968	188,968
Home-Based Production VMT/ Resident	15.1	15.4	14.9
Source: Fehr & Peers 2020			

A comparison of VMT in Specific Plan Areas is shown in Table 4.3-8-7. Most residential development will happen in the Amoruso Ranch, Creekview, Sierra Vista, and West Roseville Specific Plan Areas under buildout of the General Plan. These areas, farther away from the core of the city, all have home-based production VMT per resident that is greater than the citywide value. Low-VMT areas—locations which generate VMT at or below the significance threshold—are shaded on the table. Future projects in these areas consistent with the proposed General Plan would generally be assumed not to have significant VMT impacts.

Table 4.3-8 Vehicle Miles Traveled: Proposed General Plan Constrained Scenario: Per Capita Analysis				
Specific Plan Area	Total VMT	Home-Based Production VMT	Residents	Home-Based Production VMT / Resident
City of Roseville	<u>10,307,809</u> 10,289,735	<u>2,920,117</u> <u>2,911,262</u>	188,968	<u>15.5</u> 15.4
Amoruso Ranch	<u>284,513</u> 283,015	<u>164,598</u> 163,065	7,756	<u>21.2</u> 21.0
Creekview	<u>154,848</u> 154,398	<u>101,432</u> 100,956	5,193	<u>19.5</u> 19.4
Del Webb	<u>107,622</u> 107,243	<u>43,331</u> 43,160	4,824	<u>9.0</u> 8.9
Downtown	<u>259,171</u> 259,312	<u>27,259</u> 27,230	2,386	11.4
Highland Reserve North	<u>435,194</u> 434,424	<u>57,759</u> 57,590	4,333	13.3
Infill	<u>2,237,136</u> 2,237,816	<u>592,656</u> 592,717	42,652	13.9
North Central Roseville	<u>1,670,095</u> 1,666,463	<u>131,321</u> 131,171	11,400	11.5
North Industrial	<u>1,391,490</u> 1,281,982	78,225	5,086	15.4
North Roseville	<u>431,281</u> 428,255	<u>231,733</u> 230,117	13,844	<u>16.7</u> 16.6
Northeast Roseville	<u>1,426,283</u> 1,428,255	<u>43,992</u> 43,928	3,804	<u>11.6</u> 11.5
Northwest Roseville	<u>632,636</u> 628,895	<u>346,294</u> 345,484	23,414	14.8
Riverside Gateway	<u>66,345</u> 66,383	<u>3,482</u> 3,478	290	12.0
Sierra Vista	<u>933,049</u> 932,236	<u>412,716</u> 412,300	22,345	18.5
Southeast Roseville	<u>466,167</u> 466,701	<u>101,843</u> 101,830	7,709	13.2
Stoneridge	<u>236,157</u> 235,630	<u>102,102</u> 101,556	7,104	<u>14.4</u> 14.3
West Roseville	<u>814,158</u> 811,396	<u>2,920,117</u> <u>2,479,721</u>	26,828	17.9
Note: The summation of VMT for all specific plan areas is greater than for the city as a whole because VMT associated with a trip from one specific plan to another is counted separately for each specific plan, but only once for the city as a whole. Source: Fehr & Peers 2020				

Finding: Minor revisions were made to the VMT estimates based on the minor changes in the number of vehicular travel lanes. The City finds that the minor revisions to the proposed General Plan Update VMT analysis for the Constrained scenario, which change the results by approximately 0.3 percent overall, do not create any impact that was not analyzed in the Draft EIR or substantially increase the severity of any impact.

IMPACT 4.3-2, PAGE 4.3-39

IMPACT² 4.3-2 **Roadway System Level of Service (Informational Analysis).** *Transportation network changes under the proposed General Plan Update and land use change under buildout of the General Plan would not conflict with the City's policy of at least 70 percent of signalized intersections achieving LOS C or better during the a.m. and p.m. peak hours.*

LOS was analyzed for signalized intersections to determine if the proposed General Plan Update would conflict with the City's policy of at least 70 percent of signalized intersections operating at LOS C or better during the a.m. and p.m. peak hours (tier one analysis). Table 4.3-9~~8~~ presents these results. As shown, at least 70 percent of intersections would perform at LOS C or better in all scenarios.

Table 4.3-98 Signalized Intersections Operating at LOS C or Better (Excluding Pedestrian Overlay Districts)		
Level of Service	A.M. Peak Hour	P.M. Peak Hour
Baseline	87.3 percent	77.2 percent
Proposed General Plan Constrained	83. 5 9 percent	71.9 percent
Proposed General Plan Unconstrained	83.9 percent	72. 3 8 percent
Note: In Pedestrian Overlay Districts, the City prioritizes other modes of transportation, and the LOS C standard does not apply. Source: Fehr & Peers 2020		

Finding: Minor revisions were made to the VMT impact analysis using corrections to the number of travel lanes and to add a footnote clarifying that traffic congestion is not an impact under CEQA. These revisions do not create any impact that was not analyzed in the Draft EIR or substantially increase the severity of any impact.

² Future conditions related to traffic congestion are generally not considered an impact under CEQA, but are reported in this EIR in detail for informational purposes.

TABLE 4.4-2, PAGE 4.4-8

Table 4.4-2 Attainment Designations for the Placer County Portion of the Sacramento Valley Air Basin		
Pollutant	Federal Standard	California Standard
Ozone ^a	Nonattainment Attainment (1-hour) ^a	Nonattainment (1-hour) ^b
	Nonattainment (8-hour) ^c	Nonattainment (8-hour)
Particulate Matter— 10 Micrometers or Less	Attainment (24-hour)	Nonattainment (24-hour)
		Nonattainment (annual)
Particulate Matter— 2.5 Micrometers or Less	Nonattainment (24-hour)	Nonattainment Attainment (annual)
	Attainment (annual)	
Carbon Monoxide	Attainment (1-hour)	Attainment (1-hour)
	Attainment (8-hour)	Attainment (8-hour)
Nitrogen Dioxide	Unclassified (1-hour)	Attainment (1-hour)
	Attainment (annual)	Attainment (annual)
Sulfur Dioxide	Attainment/Unclassifiable (1-hour)	Attainment (1-hour)
	Attainment/Unclassifiable (24-hour)	Attainment (24-hour)
	Attainment/Unclassifiable (annual)	–
Lead	Attainment (3-month rolling average)	Attainment (30-day average)
Hydrogen Sulfide	No Federal Standard	Unclassified (1-hour)
Sulfates		Attainment (24-hour)
Visibility-Reducing Particles		Unclassified (8-hour)
Notes:		
^a Air quality meets the federal 1-hour ozone standard (77 <i>Federal Register</i> 64036, October 18, 2012). The U.S. Environmental Protection Agency (EPA) revoked this standard, but some associated requirements still apply. The Sacramento Federal Nonattainment Area attained the standard in 2009, and has <u>SMAQMD has</u> , on behalf of the counties within the Sacramento Federal Nonattainment Area, requested that EPA recognize attainment to fulfill the requirements.		
^b Per Health and Safety Code Section 40921.5(c), the classification is based on 1989–1991 data, and therefore does not change.		
^c 2008 standard.		
Source: ARB 2018		

Finding: Table 4.4-2 has been updated to reflect Placer County attainment of the Federal 1-hour ozone standard and the State PM_{2.5} standard. These revisions do not create any new impact that was not analyzed in the Draft EIR or increase the severity of any impact that was addressed in the Draft EIR.

PAGE 4.4-28

Conclusion

As discussed in the analysis above, the project will generate emissions that exceed PCAPCD significance thresholds. Existing laws and regulations, including PCAPCD rules and regulations, combined with existing General Plan and proposed General Plan Update policies, would reduce these impacts. In particular, projects within the Planning Area ~~greater than one acre in size~~ would be subject to PCAPCD Rule 228 to minimize

fugitive dust emissions of PM through implementation of dust control measures, such as PCAPCD's standard Dust Control Requirements; ~~projects smaller than this are considered by the Air District to emit de minimis levels of dust.~~ PCAPCD Rules 202 and 205 would also reduce exhaust-related emissions from the use of construction equipment. PCAPCD Rules 217 and 218 would reduce VOC emissions associated with paving and architectural coating activities.

Finding: Text has been revised to clarify that Placer County Air Pollution Control District (PCAPCD) Rule 228 applies regardless of the size of future construction projects. This minor revision does not create any impact that was not analyzed in the Draft EIR or increase the severity of any impact.

TABLE 4.4-5, PAGE 4.4-29

Table 4.4-5 Summary of Maximum Daily Operational Emissions of Criteria Air Pollutants and Precursors: Full Buildout of the proposed General Plan Update (2035)			
Construction Phase	Maximum Daily Emissions (lb/dy)		
	ROG	NO _x	PM ₁₀
Area	38,745	748	6,437
Energy	26	227	18
Mobile ¹	161	1,701 643	3,609 487
Total Daily Operational Emissions ²	38,937 4	2,676 618	10,064 9,942
PCAPCD Thresholds of Significance	55	55	82
Does Project Exceed Thresholds?	Yes	Yes	Yes
Notes: lb/day = pounds per day; VOC = volatile organic compounds; NO _x = oxides of nitrogen; PM ₁₀ = respirable particulate matter with an aerodynamic diameter of 10 micrometers or less; PCAPCD = Placer County Air Pollution Control District. 1. Mobile emissions are calculated outside of CalEEMod using EMFAC 2017 emissions rates and VMT from the Transportation Impact Analysis. 2. Total emissions may not add correctly due to rounding. Source: AECOM 2019; See Appendix B for detailed modeling assumptions, outputs, and results.			

Finding: The City finds that the updated summary of maximum daily operational emissions of criteria air pollutants and precursors for full buildout of the proposed General Plan Update shown in Table 4.4-5 does not create any impact that was not analyzed in the Draft EIR or increase the severity of any impact. This is a very minor and clarifying change.

PAGE 4.4-51

The WRSL and MRF have had a history of odor complaints. In 2013, the PCAPCD received three complaints for odor. The complaints came from the Crocker Ranch, Whitney Ranch, and West Park residential developments all located south of the WRSL (City of Roseville 2016). ~~In February 2015, the WRSL registered over 200 plus odor~~

~~complaints. The PCAPCD monitors the WRS� odor complaints and, in February 2015, it issued the WRS� a notice of violation (NOV). Since the NOV was issued, PCAPCD receives real-time data from the WRS� regarding odor complaints made on the WRS� website (City of Roseville 2016). The Western Placer Waste Management Authority, the public agency who is responsible for the WRS� and MRF operation, developed an on-line order notification for the public to report odor issues. Notifications received by the Western Placer Waste Management Authority are directly forwarded to the PCAPCD and the PCAPCD works closely with the Western Placer Waste Management Authority to review where the complaints are characterized by odor smells, from trash smelling to other more detailed descriptions. According to PCAPCD, in 2019~~5~~, after the issuance of the NOV, the PCAPCD received four direct complaints and 179 notifications forwarded from the Western Placer Waste Management Authority. WRS� registered less than 30 odor complaints (City of Roseville 2016PCAPCD 2020).~~ Residential land uses are south of these facilities, along the norther border of the Planning Area. Given the complaint history of the facilities, it is likely that sensitive receptors would experience occasional odors from landfill and MRF operations.

The PGWWTP is in the western portion of the Planning Area, and is currently surrounded by open space with existing low-density residential development approximately 0.2 miles to the west, 0.3 miles to the south, and 0.5 miles to the west. The prevailing wind direction is south to north, but winds from north to south occur more often in the winter months. Proposed residential uses approximately 0.5 miles to the north would have the highest likelihood of exposure to intermittent odors from the PGWWTP. However, wastewater processing at PGWWTP incorporates odor control techniques, such as oxygenating the wastewater holding ditches so that non-anaerobic bacteria cannot produce gases. According to PCAPCD, since 2019, PCAPCD has received 3 complaints and 62 forwarded notifications with respect to the PGWWTP. ~~Considering the odor-controlling processes at PGWWTP, while the PGWWTP may occasionally emit odors that could be observed by residents within a half mile, it is unlikely that a substantial number of people would experience frequent odors as a result of the PGWWTP.~~

Finding: These revisions clarify the notification process for odor complaints and provide the most recent total number of complaints and notifications. The City finds that the revisions to the impact discussion in Impact 4.4-5 do not create any impact that was not analyzed in the Draft EIR or increase the severity of any impact.

TABLE 4.5-3, PAGE 4.5-18

Table 4.5-3 City of Roseville Efficiency Thresholds Based on Statewide Demographics Adjusted for Relevant Land Uses*				
	2020	2030	2035	2050
Emissions Targets (MT CO ₂ e/yr) ¹	293,400,000	176,040,000	146,700,000	58,680,000
Percent Mass Emissions Reduction	n/a	40% below 2020	50% below 2020	80% below 2020
Population ²	40,719,999	44,019,846	45,521,334	49,158,401
Employment	17,178,680 18,686,300 ³	19,010,119 20,634,693 ⁴	19,658,541 21,338,529 ⁴	21,229,221 23,043,437 ⁴
Service Population (SP)	57,898,579	63,029,965	65,179,875	70,387,622
Per Capita Emissions Efficiency Targets (MT CO ₂ e/capita/yr)	7.21	4.00	3.22	1.19
Per Service Population Emissions Efficiency Targets (MT CO ₂ e/SP/yr)	5.07	2.79	2.25	0.83
*Future projects which use these thresholds for environmental analysis should include a brief justification of the type of efficiency target and the target year selected. Per capita is most applicable to projects which only include residential uses, or in cases where reliable data to generate a service population estimate is unavailable. Projects should generally use the 2035 target year. Note that future projects consistent with the General Plan will not require further analysis, per the tiering provisions of CEQA. Note: MMT CO₂e = million metric tons of carbon dioxide equivalent; Service Population (SP) = population + employment ¹ California 1990 Greenhouse Gas Emissions Level and 2020 Limit by Sector, ARB: <http://www.arb.ca.gov/cc/inventory/1990level/1990level.htm>; targets for future years based upon percent mass emissions reduction targets established by SB 32 and EO-S-3-05, and an interpolation between 2030 and 2050 targets for the year 2035, in alignment with state reduction targets presented in Table 4.5-1. ² DOF Table P-1 Total Estimated and Projected Population for California and Counties: July 1, 2010 to July 1, 2060 in 5-year increments. February 2017. Available online at: <http://www.dof.ca.gov/Forecasting/Demographics/projections/> ³ Interpolated from revised (i.e., land-use related) Employee Development Department (EDD) Employment Projections for 2014 (15,694,600) and 2024 (18,167,900). Available online at: <http://www.labormarketinfo.edd.ca.gov/data/employment-projections.html>. Sorted to remove jobs from: 11-9013 Farmers, Ranchers, and Other Agricultural Managers; 19-1032 Foresters; 19-4041 Geological and Petroleum Technicians; 19-4093 Forest and Conservation Technicians; 45-000 Farming, Fishing, and Forestry Occupations; 47-5000 Extraction Workers; 49-3011 Aircraft Mechanics and Service Technicians; 49-3041 Farm Equipment Mechanics and Service Technicians; 49-9041 Industrial Machinery Mechanics; 49-9043 Maintenance Workers, Machinery; 49-9044 Millwrights; 51-				

0000 Production Occupations; 53-2000 Air Transportation Workers; 53-4000 Rail Transportation Workers; and 53-5000 Water Transportation Workers.

⁴ EDD does not provide employment estimates to 2050, so the ratio of employment to population estimated in 2024 (i.e., 43.2%) was applied to the DOF population estimates for 2030, 2035, and 2050 to estimate employment in those years.

See Appendix B for detailed calculations and data inputs.

Finding: Table 4.5-3 has been revised so that the title of the table provides better clarity on the table's contents. The employment estimates for each year have also been updated. The emissions per service calculation are accurate and require no update. The City finds that the updated employment efficiency thresholds shown in Table 4.4-3 does not create any impact that was not analyzed in the Draft EIR or increase the severity of any impact.

IMPACT 4.5-1, PAGE 4.5-20

Long-term operational emissions would be generated by the day-to-day activities associated with existing and proposed land uses within the Planning Area. Operational GHG emission sources would include energy consumption (i.e., electricity and natural gas), transportation, waste, and water and wastewater. Operational GHG emissions are distinguished by direct and indirect GHG emissions. Direct GHG emissions are generated at the location of consumption or use. For example, mobile-source emissions are direct because GHG emissions are generated as a vehicle begins to move. Indirect emissions occur at a different time or location from the point of consumption or use. For example, electricity-related GHG emissions are indirect because although a consumer uses electricity at their home, the fuel combustion and emissions associated with creating that electricity likely occurred off-site or at a different time. Table 4.5-7~~5~~ presents the operational GHG emissions estimates for existing land uses and activity within the Planning Area, ~~proposed new land uses~~, and total operations for the Planning Area with full buildout of~~under~~ the proposed General Plan Update. Existing operational emissions are based on data from the transportation modeling prepared for the proposed General Plan Update, as well as activity data for local emission source operations provided by the City and relevant agencies for each sector. Operational emissions for buildout of the proposed General Plan Update are provided for the year 2035, consistent with the cumulative horizon year for the General Plan, and are based upon land use categories and emissions modeling using CalEEMod. Amortized construction-related emissions are then added to the total operational emissions of the Planning Area anticipated with full buildout of the General Plan in 2035, and these emissions are compared the GHG efficiency threshold for 2035 (see Table 4.5-3).

Table 4.5-5 Modeled GHG Emissions Generated within the Planning Area (emissions are presented in MT CO₂e unless otherwise stated)		
	Existing Conditions¹	Total Planning Area (Existing + New Development)
Operational Source		
Area ²	Not Available	115,302
Energy ^{3†}	446,557	303,238
Mobile ^{4‡}	565,734	1,071,198 201
Waste	33,236	87,758
Water	4,903	33,268
Total Annual Operational Emissions	1,050,430	1,610,763 7
Total Annual Operational (2035) + Amortized Construction Emissions	-	1,629,037 40
Existing Service Population (residents + employees)	204,802	318,252
Total^{5‡} Annual Project Emissions (MT CO₂e) per Service Population³	5.13	5.12
<i>GHG Efficiency Threshold (MT CO₂e per service population)</i>	-	2.25
Exceed threshold?	-	Yes
Notes: ¹ 2016 emissions inventory is based on City and relevant agency provided activity data, use of industry standard emission factors, and modeling results from the ClearPath tool, which allow users to input the sector activity (e.g., kilowatt hour) and emission factors to calculate the final carbon dioxide equivalent (CO₂e) emissions. See Appendix B for additional detail. ² Area emissions would be those generated by wood burning fireplaces. Data was not available to assess these emissions for 2016 conditions. Default modeling assumptions were used for the purposes of the Total GP Planning Area Full Buildout Scenario. ³ Energy emissions are calculated based upon Roseville Electric Utility emissions factor for year 2016, and projected Roseville Electric Utility emission factor for 2035 based upon increased RPS percentage within the power mix. ⁴ Mobile emissions are calculated using EMFAC 2014 emissions rates for the existing conditions scenario and EMFAC 2017 emissions rates and VMT from the Transportation Impact Analysis for the Total GP Planning Area Full Buildout Scenario. ^{5‡} Annual project emissions (amortized construction + operational) per service population are calculated based upon estimate of 198,000 residents + 120,000 employees in the City of Roseville in 2035 with buildout of the proposed General Plan Update (See General Plan Land Use Element) Totals do not add due to rounding. Source: Modeled by AECOM in 2019		

Finding: The City finds that the revisions to the impact discussion in Impact 4.5-1, the updates to total Planning Area emissions shown in Table 4.5-5, and the addition of footnotes to Table 4.5-5 do not create any impact that was not analyzed in the Draft EIR or increase the severity of any impact. Revisions to the impact discussion clarifies that Table 4.5-5 shows total operational emissions at buildout of the Planning Area, identifies that data for local emission source operations was added to the total operational

emissions, and clarifies the emissions were modeled using the CalEEMod. Footnotes added to Table 4.5-5 provide supporting information related to sources of operational emissions.

PAGE 4.9-1

This chapter describes potential impacts related to cultural and tribal resources in the Planning Area associated with the proposed General Plan Update, including archaeological resources and human remains. Although the cultural and tribal cultural resources impact topics have areas of overlap and have been combined in order to avoid duplication and reduce page-length of the EIR, it is important to understand that these are different types of resources. To provide context for the impact analysis, this chapter begins with an environmental setting describing the cultural context for the prehistoric, ethnographic, and historic-era background of the Planning Area. Next, the regulatory framework is described, which informs the selection of the significance thresholds used in the impact analysis, including the separate thresholds used for cultural resources and tribal cultural resources. The regulatory framework also includes existing General Plan policies related to the impact analysis of this chapter. The chapter concludes with the applicable significance thresholds, the impacts of the proposed changes to adopted General Plan policies, recommended mitigation measures, and the significance conclusions.

As part of the impact analysis, Notice of Preparation (NOP) comments were reviewed to help guide the analysis, and any comments were integrated into the analysis. One response was received from the Native American Heritage Commission (NAHC) summarizing the existing requirements contained in Assembly Bill (AB) 52, Senate Bill (SB) 18, and suggestions for early tribal consultation. The City reviewed and considered this information during preparation of this chapter.

Cultural resources include districts, sites, buildings, structures, or objects generally older than 50 years and considered important to a culture, subculture, or community for scientific, traditional, religious, or other reasons. They include prehistoric, historic-era, and tribal cultural resources (TCRs) (the latter as defined by AB 52, Statutes of 2014, in Public Resources Code Section 21074).

Archaeological resources are locations where human activity has measurably altered the earth or left deposits of prehistoric or historic-era physical remains (e.g., stone tools, bottles, former roads, house foundations). Historical resources include standing buildings (e.g., houses, barns, outbuildings, cabins), intact structures (e.g., dams, bridges, wells), or other remains of humans' alteration of the environment (foundation pads, remnants of rock walls).

TCRs were added as a distinct resource subject to review under CEQA, effective January 1, 2015, under AB 52. This is a new category of resources under CEQA and includes site features, places, cultural landscapes, and sacred places or objects, which are of cultural

value to a tribe. This new category of resources was added in order to recognize that tribes have unique knowledge and information about sensitive resources important to tribal communities.

Finding: The City finds that the revisions to introduction to the Cultural and Tribal Cultural Resources section of the EIR do not create any impact that was not analyzed in the Draft EIR or increase the severity of any impact. Text has been added to clarify the relationship between cultural resources and tribal cultural resources.

PAGE 4.9-4

~~Today, Nisenan descendants are reinvesting in their traditions, and represent a growing and thriving community.~~

1900-Present

Following documentation by the United States Department of Interior for the existence of a separate, cohesive band of Maidu and Miwok Indians, occupying a village on the outskirts of the City of Auburn in Placer County, the United States government acquired land in trust for the Auburn Band in 1917 near the City of Auburn and formally established a reservation, known as the Auburn Rancheria. Tribal members continued to live on the reservation as a community despite great adversity.

However, in 1967, the United States terminated federal recognition of the Auburn Band. Finally, in 1970, President Nixon declared the policy of termination a failure. In 1976, both the United States Senate and House of Representatives expressly repudiated this policy in favor of a new federal policy entitled Indian Self-Determination.

In 1991, surviving members of the Auburn Band reorganized their tribal government as the United Auburn Indian Community (UAIC) and requested that the United States to formally restore their federal recognition. In 1994, Congress passed the Auburn Indian Restoration Act, which restored the Tribe's federal recognition. The Act provided that the Tribe may acquire land in Placer County to establish a new reservation.

Today, Nisenan descendants and other tribes are reinvesting in their traditions and represent a growing and thriving community that is actively involved in defining their role as stewards of their ancestor's sites, including the identification of TCRs. TCRs provide the backdrop to:

► religious understanding;

► traditional stories;

► knowledge of resources, such as varying landscapes, bodies of water, animals and plants; and

► self-identity.

Knowledge of place is central to the continuation and persistence of culture, even if former Nisenan and Miwok occupants live removed from their traditional homeland. Consulting tribes view these interconnected sites and places as living entities; their associations and feeling persist and connect with descendant communities.

Finding: The City finds that the revisions to the ethnographic setting provides additional history do not create any impact that was not analyzed in the Draft EIR or increase the severity of any impact.

IMPACT 4.9-1, REVISION TO POLICY OS4.10, PAGE 4.9-31

► Policy OS4.10: Provide opportunities to for public awareness and education through coordination with the Roseville Historical Society, ~~and~~ local schools, and culturally affiliated California Native American tribes.

Finding: In consultation with Native American Tribal representatives, the City elected to make a revision to Policy OS4.10. The City finds that the revisions to General Plan Policy OS4.10 ensures opportunities for public awareness and education through coordination with culturally affiliated California Native American tribes and that these revisions do not create any impact that was not analyzed in the Draft EIR or increase the severity of any impact.

IMPACT 4.9-2, PAGE 4.9-33

It is estimated that buildout of the General Plan could accommodate the construction of between 20,000 to 25,000 housing units, 25 to 30 million square feet of non-residential building space, facilities for up to 10,000 additional K–12 students, and park and other public facilities and infrastructure to support such development throughout the Planning Area. Individual development projects within the Planning Area would involve grading, excavation or other ground-disturbing activities which could disturb or damage any as-yet-undiscovered archaeological resources. It is possible that TCRs, prehistoric, or historic-age archaeological resources have been covered by later deposits that could be removed, exposing the cultural deposits during project-related construction activities. Prehistoric archeological or TCRs indicators can include: obsidian and chert flakes and flaked stone tools; ground stone implements (grinding slabs, mortars and pestles) and locally darkened midden soils containing some of the previously listed items plus fragments of burned and unburned faunal bone and fire affected stones. Historic-era site indicators generally include: fragments of glass, ceramic, and metal objects; milled and split lumber; and structure and feature remains such as building foundations, privy pits, wells, and dumps.

Finding: The City finds that the revisions to add references to tribal cultural resources do not create any new impact that was not analyzed in the Draft EIR or increase the severity of any impact. Additional text

clarifies that tribal cultural resources, in addition to archaeological resources could be affected by future changes in the Planning Area.

IMPACT 4.9-2, PAGE 4.9-34

► Policy OS4.10: Provide opportunities to for public awareness and education through coordination with the Roseville Historical Society, ~~and~~ local schools, and culturally affiliated California Native American tribes.

► Policy OS4.12: The City will continue to coordinate with Native American Tribes that are traditionally and culturally affiliated with resources in the Planning Area on management of, and access to City properties that have Tribal Cultural Resources.

The proposed General Plan Update policy changes listed above would result in improved protection for historical resources and would not result in any adverse environmental impacts.

Conclusion

Existing General Plan Archaeological, Historic, and Cultural Resources Policies 1, 2, 4, 7, and 8 (listed previously in the Regulatory Framework section, and which have been renumbered for the proposed General Plan Update), as well as revised proposed General Plan Update Goal OS4.1 and Policies OS4.1, OS4.4, OS4.6, OS4.7, OS4.9, ~~and~~ OS4.10, and OS4.12 listed above, would protect archaeological resources, including those which are TCRs or may be associated with TCRs, since a resource may be both an archeological resource and a TCR, or be associated with a TCR. In addition, the existing General Plan contains implementation measures such as referral of development projects to the SHPO and NAHC, preparation of site-specific archaeological surveys, proper treatment of materials encountered during construction activities, incorporation of measures to protect archaeological resources, protection of archaeological resources in parks and open space areas, and interagency cooperation to identify and preserve resources. These goals, policies, and implementation measures establish review procedures that would help to protect archaeological resources. However, significant impacts to archaeological resources may still occur.

Finding: The City finds that the addition of General Plan Policy OS4.12 ensures that the City will continue to coordinate with Native American Tribes that are traditionally and culturally affiliated with resources in the Planning Area on management and that these revisions do not create any new impact that was not analyzed in the Draft EIR or increase the severity of any impact that was addressed in the Draft EIR. Revised text shows changes to policies and clarifies that archaeological resources can also be tribal cultural resources or associated with tribal cultural resources.

IMPLEMENTATION MEASURE 4.9-2A, PAGE 4.9-35 AND 36

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, ~~local tribal representatives should be afforded the opportunity to monitor the ground disturbing activities~~ 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.

Finding: The City finds additions to Mitigation Measure 4.9-2a that require consultation with traditionally and culturally affiliated California Native American tribes would occur, if necessary, and require the City's Internal Guidance for Management of Tribal Cultural Resources and Consultation be used to provide management recommendations and mitigative treatment if unknown archaeological resources, including TCRs, or human remains are discovered during project activities do not create any new impact that was not analyzed in the Draft EIR or increase the severity of any impact that was addressed in the Draft EIR.

IMPLEMENTATION MEASURE 4.9-2B, PAGE 4.9-37 AND 38

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 following steps, ~~or those determined to be equally as effective by the City.~~

~~a. — During ground-disturbing activities necessary to implement proposed development and infrastructure projects, if any prehistoric or historic subsurface archaeological resources are discovered, all work within 100 feet of the resources shall be halted and a qualified archaeologist shall be consulted within 24 hours to assess the significance of the find, in consultation with culturally affiliated California Native American tribes, and according to CEQA Guidelines Section 15064.5, and implement, as applicable, CEQA Guidelines Sections 15064.5(d), (e), and (f).~~

~~b. — If any find is determined to be a historical resource according to CEQA Guidelines Section 15064.5, or a TCR according to Public Resources Code Section 21074, representatives from the City and the archaeologist will meet to determine the appropriate avoidance measures or other appropriate mitigation according to the guidelines outlined in the City's Internal Guidance for Management of Tribal Cultural Resources and Consultation. Cultural resources shall be recorded on appropriate Department of Parks and Recreation forms, and all significant cultural materials recovered shall be, as necessary and at the discretion of the qualified archaeologist and in consultation with the local Native American community if the discovery is prehistoric in age, subject to scientific analysis, professional curation, and documentation according to~~

professional standards. If it is determined that the proposed development or infrastructure project could damage a historical resource or a unique archaeological resource (as defined pursuant to the CEQA Guidelines), mitigation shall be implemented in accordance with Section 21083.2 of the California Public Resources Code and CEQA Guidelines Section 15126.4, with a preference for preservation in place. Work may proceed on other parts of the project site while mitigation for historical resources or unique archaeological resources is being carried out. Preservation in place may be accomplished by planning construction to avoid the resource; incorporating the resource within open space; capping and covering the resource; or deeding the site into a permanent conservation easement.

e. ——— If avoidance is not feasible, the qualified archaeologist, s in consultation with culturally affiliated California Native American tribes shall develop and oversee the execution of a treatment plan. The treatment plan shall include, but shall not be limited to, data recovery procedures based on location and type of archaeological resources discovered and a preparation and submittal of report of findings to the Northwest Information Center of the California Historical Resources Information System. Data recovery shall be designed to recover the significant information the archaeological resource is expected to contain, based on the scientific/historical research questions that are applicable to the resource, what data classes the resource is expected to possess, and how the expected data classes would address the applicable resource questions. Data recovery, in general, should be limited to the portions of the historical property that could be adversely affected by project proponents' actions. Destructive data recovery methods shall not be applied to portions of the archaeological resources if nondestructive methods are practical.

Finding: The City finds additions to Mitigation Measure 4.9-2b that require consultation with traditionally and culturally affiliated California Native American tribes would occur, if necessary, and require the City's Internal Guidance for Management of Tribal Cultural Resources and Consultation be used to provide management recommendations and mitigative treatment if unknown prehistoric or historic subsurface archaeological resources, including TCRs, are discovered during project activities do not create any new impact that was not analyzed in the Draft EIR or increase the severity of any impact that was addressed in the Draft EIR.

IMPACT 4.9-38, SIGNIFICANCE AFTER MITIGATION, PAGE 4.9-38

Significance after Mitigation

The existing General Plan and proposed General Plan Update policies and implementation measures summarized above, along with implementation of Mitigation Measures 4.9-2a and 4.9-2b, establish appropriate review procedures and consultation requirements, while also addressing the need for qualified personnel to undertake technical analysis, where necessary. These policies and implementation programs provide

for the identification and evaluation of cultural resources, including those which may also be TCRs, as well as for the assessment of potential impacts to such resources and the development of mitigation strategies. Additionally, CEQA review and local regulatory review, including mitigation measures that have been adopted as part of existing Specific Plans, provide additional levels of protection for known resources and address the identification of unidentified cultural resources. Because prehistoric and historic-era archaeological sites can occur below ground with little or no surface manifestation it may not be feasible to entirely avoid impacts during buildout of the General Plan, despite implementation of state and federal laws and the City's proposed policies and mitigation measures. If unknown archaeological resources are encountered during construction without prior discovery, they may be inadvertently damaged or destroyed. No other feasible mitigation measures are available. Therefore, this impact remains significant and unavoidable.

Finding: The City finds that the minor revision that clarifies that the City's implementation measures apply to tribal cultural resources, as well as cultural resources does not create any new impact that was not analyzed in the Draft EIR or increase the severity of any impact that was addressed in the Draft EIR.

IMPACT 4.9-3, PAGE 4.9-38

IMPACT 4.9-3 **Disturb Any Human Remains, Including Those Interred Outside of Formal Cemeteries.** *The general project vicinity is known to have been heavily used by Native American groups prehistorically; in addition, Roseville was settled by European immigrants by the mid-19th century. While some burial ground locations (generally from the historic-era) are known, there is the possibility that ground disturbing activities in the ~~general plan update area~~ Planning Area could encounter prehistoric, historic-era, or other human remains. This impact is considered to be **significant**.*

Finding: The City finds that the minor revision to provide consistency in nomenclature for the study area does not create any new impact that was not analyzed in the Draft EIR or increase the severity of any impact that was addressed in the Draft EIR.

IMPACT 4.9-3, PAGE 4.9-39

Conclusion

Existing General Plan Archaeological, Historic, and Cultural Resources Policies 1, 2, 4, 7, and 8 (listed previously in the Regulatory Framework section, and which have been renumbered for the proposed General Plan Update), as well as revised proposed General Plan Update Goal OS4.1 and Policies OS4.1 and OS4.4 listed above, would protect cultural resources, including human remains. In addition, the existing General Plan contains implementation measures, such as referral of development projects to the SHPO

and NAHC, preparation of site-specific archaeological surveys, proper treatment of materials encountered during construction activities, incorporation of measures to protect archaeological resources, protection of archaeological resources in parks and open space areas, and interagency cooperation to identify and preserve resources. These goals, policies, and implementation measures establish general review procedures that would help to protect archaeological resources.

In addition, the City has developed and adopted guidance for consultation and management of cultural and TCRs. This includes procedures which must be followed upon discovery of human remains, or potential human remains. These procedures conform to California Health and Safety Code Section 7050.5 and Public Resources Code Section 5097.98. However, significant impacts to cultural resources, including human remains, may still occur.

Finding: The City finds that the additional text providing an update related to the City's Internal Guidelines and documenting that these Guidelines are consistent with State law does not create any new impact that was not analyzed in the Draft EIR or increase the severity of any impact that was addressed in the Draft EIR.

IMPLEMENTATION MEASURE 4.9-3, PAGE 4.9-39

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. ~~The City will develop and implement guidance for consultation and management of cultural and tribal cultural resources. This guidance should have two parts. First is the City's position on tribal participation during the project planning and approval process for discretionary projects. This includes both private sector and public (City) projects, which are subject to State and local laws and regulations that are under the jurisdiction of the City. It should also include guidance for City planners on determining when mitigation measures related to Native American participation are warranted under CEQA, standard treatment and mitigation measures that can be used consistently in project planning, and guidance on the City's use of public funding when conducting consultation. Second, this guidance document should also provide information and guidance for City staff and contractors during the project construction and implementation phases. This includes thresholds for payment for tribal participation, instructions for contractors in the event of an unanticipated discovery, and guidance for City staff in assessing and acting upon unanticipated discoveries. The City may update this guidance periodically, as appropriate.~~

Finding: The City finds that the revisions reflecting the fact that the City's Internal Guidelines are now approved do not create any new impact that was not analyzed in the Draft EIR or increase the severity of any impact that was addressed in the Draft EIR.

IMPACT 4.9-4, PAGE 4.9-40

Numerous prehistoric and historic-era archaeological sites have been identified as part of investigations conducted for Specific Plans in the city, including the Maidu Indian Sites. Prehistoric and historic-era resources also may be considered TCRs and can include sites, features, and objects that are CRHR-listed, eligible to be listed, or in a local register of historical resources as defined in Public Resources Code Section 5020.1(k). The United Auburn Indian Community (UAIC) stated that there are TCRs within the Planning Area. State and federal law requires maintaining confidentiality of the location and nature of archaeological sites and TCRs, and therefore this EIR does not include an exhibit or physical description their locations. However, based on information provided by UAIC during consultation on this project, development projects within the Planning Area which would involve grading, excavation or other ground-disturbing activities could disturb or damage TCRs.

Finding: The City finds that the revisions to clarify that tribal cultural resources can be historic era do not create any new impact that was not analyzed in the Draft EIR or increase the severity of any impact that was addressed in the Draft EIR.

IMPACT 4.9-4, REVISION TO POLICY OS4.10 AND NEW POLICY OS4-12

► Policy OS4.10: Provide opportunities to for public awareness and education through coordination with the Roseville Historical Society, ~~and~~ local schools, and culturally affiliated California Native American tribes.

► Policy OS4.12: The City will continue to coordinate with Native American Tribes that are traditionally and culturally affiliated with resources in the Planning Area on management of, and access to City properties that have Tribal Cultural Resources.

Finding: The City finds that the revised policy and new policy do not create any new impact that was not analyzed in the Draft EIR or increase the severity of any impact that was addressed in the Draft EIR. The revised policy promotes educational programs and the new policy clarifies the City's intent regarding consultation and access related to tribal cultural resources.

IMPACT 4.9-4, PAGE 4.9-41

Conclusion

Existing General Plan Archaeological, Historic, and Cultural Resources Policies 1, 2, 4, 7, and 8 (listed previously in the Regulatory Framework section, and which have been renumbered for the proposed General Plan Update), as well as revised proposed General Plan Update Goal OS4.1 and Policies OS4.1, OS4.4, OS4.9, and OS4.10, and OS4.12 listed above, would help to protect tribal cultural resources. In addition, the existing General Plan contains implementation measures, such as referral of development projects to the SHPO and NAHC, preparation of site-specific archaeological surveys, proper treatment of materials encountered during construction activities, incorporation of measures to protect archaeological resources, protection of archaeological resources in parks and open space areas, and interagency cooperation to identify and preserve resources. These goals, policies, and implementation measures establish general review procedures that would help to protect tribal cultural resources. However, significant impacts to tribal cultural resources may still occur.

Mitigation Measure

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).

Significance after Mitigation

Mitigation Measure 4.9-4 requires the implementation of the City’s Internal Guidance for Management of Tribal Cultural Resources and Consultation, which was itself developed in extensive consultation with Native American Tribal representatives. This document includes guidance for consultation and management of cultural and tribal cultural resources, including tribal participation during the project planning and approval process for discretionary projects, as well as guidance for City planners on determining when mitigation measures related to Native American participation are warranted under CEQA and standard treatment and mitigation measures that can be used consistently in project planning. This Internal Guidance also identifies instructions for contractors in the event of an unanticipated discovery and guidance for City staff in assessing and acting upon unanticipated discoveries. While the existing laws, General Plan policies, and implementation programs, along with proposed General Plan Update policies and implementation of Mitigation Measure 4.9-4 will reduce potential effects, the potential remains for residual effects. No other feasible mitigation measures are available.

Therefore, the impact of development in the General Plan Planning Area to TCRs is considered significant and unavoidable.

Finding: The City finds that revisions to the conclusion and post-mitigation discussion do not create any new impact that was not analyzed in the Draft EIR or increase the severity of any impact that was addressed in the Draft EIR. The text has been edited to refer to revised policies and expand the discussion of the benefit of Mitigation Measure 4.9-4.

X. FINDINGS REGARDING LESS-THAN-SIGNIFICANT IMPACTS (NO MITIGATION REQUIRED)

The City Council agrees with the characterization in the Final EIR of all project impacts identified as “less than significant” and finds that those impacts have been described accurately and are either less than significant or have no impact, as described in the Final EIR. Section 15091 of the CEQA Guidelines does not require specific findings to address environmental effects that an EIR identifies as having “no impact” or a “less than significant” impact. The impacts where the proposed project would result in either no impact or a less-than-significant impact, and which require no mitigation, are identified in the list below. Please refer to the Draft EIR and the Final EIR for more detail.

Impacts in Section 4.4, “Air Quality,” of the Draft EIR have construction-related components that are less than significant but operational components that would remain significant and unavoidable. One impact in Section 4.12, “Utilities and Service Systems,” of the Draft EIR direct impacts that are less than significant but indirect impacts that would remain significant and unavoidable. These are noted in the findings for the applicable impacts and separate findings are reached for the significant and unavoidable impacts in Section XI, “Findings for Significant and Unavoidable Impacts of the Proposed Project.”

LAND USE

- ▶ Impact 4.1-1: Physically Divide an Established Community.
- ▶ Impact 4.1-2: Conflict with Applicable Land Use Plan, Policy, or Regulation.
- ▶ Impact 4.1-3: Conflict with Existing Agricultural Operations.

POPULATION AND HOUSING

- ▶ Impact 4.2-1: Induce Substantial Unplanned Population Growth.
- ▶ Impact 4.2-2: Displacement of a Substantial Number of Existing People or Housing.

TRANSPORTATION

- ▶ Impact 4.3-2: Roadway System Level of Service (informational analysis only – the presence of traffic congestion is not generally an impact under CEQA).

- ▶ Impact 4.3-3: Increase Hazards Due to a Design Feature, Incompatible Uses, or Inadequate Emergency Access.
- ▶ Impact 4.3-4: 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.

AIR QUALITY

- ▶ Impact 4.4-3: Expose Sensitive Receptors to Substantial Pollutant Concentrations (construction only).
- ▶ Impact 4.4-4: Result in Concentrated Carbon Monoxide Levels (“hotspots”).
- ▶ Impact 4.4-5: Result in Other Emissions (such as those leading to odors) Adversely Affecting a Substantial Number of People (short-term only).

NOISE AND VIBRATION

- ▶ Impact 4.6-3: Increases in Vibration Levels.

GEOLOGY, SOILS, AND PALEONTOLOGICAL RESOURCES

- ▶ Impact 4.7-1: Substantial Adverse Impacts Related to Seismic Ground Shaking.
- ▶ Impact 4.7-2: Substantial Adverse Impacts Related to Soil Erosion.
- ▶ Impact 4.7-3: Geologic Hazards Related to Unstable and Expansive Soils.

BIOLOGICAL RESOURCES

- ▶ Impact 4.8-6: Conflict with Local Ordinances Protecting Biological Resources.
- ▶ Impact 4.8-7: Conflict with Provisions of an Adopted Habitat Conservation Plan, Natural Conservation Community Plan, or Other Approved Conservation Plan.

HAZARDS, HAZARDOUS MATERIALS, AND WILDFIRE

- ▶ Impact 4.10-1: Create a Significant Hazard Through Routine Transport, Use, or Disposal or Possible Release of Hazardous Materials from Upset or Accident Conditions.
- ▶ Impact 4.10-2: Emission or Handling of Hazardous or Acutely Hazardous Materials, Substances, or Waste within One-Quarter Mile of an Existing or Proposed School.
- ▶ Impact 4.10-3: Public Health Hazards from Locating Project Development on a Known Hazardous Materials Site Compiled Pursuant to Government Code Section 65962.5.

- ▶ Impact 4.10-4: Impair Implementation of or Physical Interference with an Adopted Emergency Response Plan or an Emergency Evacuation Plan.
- ▶ Impact 4.10-5: Exposure of People and Structures to Significant Risk of Urban and Wildland Fires.

PUBLIC SERVICES AND RECREATION

- ▶ Impact 4.11-1: Increased Demand for Police Protection Facilities.
- ▶ Impact 4.11-2: Increased Demand for Fire Protection Services and Facilities.
- ▶ Impact 4.11-3: Demand for Additional School Services and Facilities.
- ▶ Impact 4.11-4: Need for New or Expanded Parks and/or Recreation Facilities and Potential for Accelerated or Substantial Deterioration of Existing Parks and Recreation Facilities from Increased Use.

UTILITIES AND SERVICE SYSTEMS

- ▶ Impact 4.12-1: Require or Result in the Relocation of or the Construction of New or Expanded Utilities and Service Systems Facilities, the Construction of Which Could Cause Significant Environmental Effects. (direct impacts only)
- ▶ Impact 4.12-2: Have Sufficient Water Supplies.
- ▶ Impact 4.12-3: Adequacy of Wastewater Treatment Capacity.
- ▶ Impact 4.12-4: Generation of Solid Waste in Excess of Capacity and Compliance with Solid Waste Statutes and Regulations.

HYDROLOGY AND WATER QUALITY

- ▶ Impact 4.13-1: Violation of Water Quality Standards or Waste Discharge Requirements or Conflict with a Water Quality Control Plan.
- ▶ Impact 4.13-2: Substantial Interference with Groundwater Recharge or Substantial Depletion of Groundwater Supplies that would Impede Implementation of a Groundwater Sustainable Plan.
- ▶ Impact 4.13-3: Substantial Alteration of Drainage Patterns Resulting in Substantial Erosion or Siltation.
- ▶ Impact 4.13-4: Substantial Alteration of Drainage Patterns Resulting in Runoff that Would Exceed the Capacity of Stormwater Drainage Systems and/or Cause an Increase in Flooding or Provide Additional Sources of Polluted Runoff.
- ▶ Impact 4.13-5: Release of Pollutants in Flood Hazard, Tsunami, or Seiche Zones.

AESTHETICS

- Impact 4.14-1: Substantial Adverse Effect on a Scenic Vista.

ENERGY

- Impact 4.15-1: Significant Environmental Impacts Due to the Wasteful, Inefficient, or Unnecessary Consumption of Energy Resources.
- Impact 4.15-2: Conflict with or Obstruct a State or Local Plan for Renewable Energy or Energy Efficiency.

XI. FINDINGS FOR IMPACTS OF THE PROPOSED PROJECT MITIGATED TO LESS THAN SIGNIFICANT

In accordance with Public Resources Code Section 21081 and CEQA Guidelines Section 15091, subdivision (a), this section provides a specific finding for each potentially significant environmental impact and its associated mitigation measures.

The City Council hereby finds that feasible mitigation measures have been identified in the Final EIR and these Findings of Fact that will avoid or substantially lessen the potentially significant environmental impacts to a less-than-significant level. The potentially significant impacts and the mitigation measures that will reduce them to a less-than-significant level are summarized below and herein incorporated by reference. Please refer to the Draft EIR and the Final EIR for more detail.

GEOLOGY, SOILS, AND PALEONTOLOGICAL RESOURCES

Impact 4.7-4: Damage or Destruction of Unique Paleontological Resources, Sites, or Unique Geologic Features During Earthmoving Activities.

The Planning Area contains paleontologically sensitive rock formations, and therefore construction activities associated with new and/or infill development under buildout of the General Plan and public infrastructure required to serve such development could result in accidental damage to, or destruction of, unknown subsurface paleontological resources.

The existing (pre-update) General Plan does not contain goals or policies that would protect unique paleontological resources. With the revision to Goal OS4.1, the City's intent to protect unique paleontological resources is identified, and with the new Policy OS4.11, the City has established the approach to protecting resources during future construction activities. This would help to reduce potential impacts during construction-related earthmoving activities associated with projects envisioned under the proposed General Plan Update that occur in the Modesto, Riverbank, Turlock Lake, Mehrten, and Ione Formations could damage or destroy unique paleontological resources. While this policy would reduce potential impacts, additional, more specific guidance will be helpful, and this impact is conservatively determined to be **potentially significant**.

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.

Finding: The City Council finds that changes or alterations have been required in, or incorporated into, the project which would avoid or substantially lessen the potentially significant environmental effects associated with damage or destruction of unique paleontological resources as identified in the Final EIR.

Implementing Mitigation Measure 4.7-4, which has been incorporated as an Implementation Measure of the updated General Plan, would reduce impacts to unique paleontological resources to a **less-than-significant** level because guidance would be provided to construction personnel for projects that could affect unique paleontological resources, and in the event fossil specimens are encountered during construction activities, a paleontologist would be retained to evaluate the fossil and recommend appropriate actions, which may include, but are not limited to, full or part-time construction monitoring, along with appropriate measures for documenting, recording, and curating the specimens.

BIOLOGICAL RESOURCES

Impact 4.8-1: Loss and Degradation of Special-status Plant Habitat and Potential Loss of Special-status Plants.

Full buildout of the General Plan would involve conversion of habitat that may be suitable for special-status plant species to developed use. In addition to direct removal of special-status plants, development would result in habitat modification that could degrade habitat quality to a degree that it is no longer suitable for special-status plants to regenerate, and these plant populations could eventually die out.

Implementation of existing General Plan Open Space System Goal 1 and Policy 7; Vegetation and Wildlife Goals 1 and 3 and Policies 4, 5, 11; and Groundwater Recharge and Water Quality Policy 3, as well as revised proposed General Plan Update Policy OS1.6; and Goal OS2.2 and Policies OS2.2, OS2.7, OS2.9, OS2.10, and OS1.12, combined with current laws, regulations, policies, and conservation plans such as the Reason Farms Environmental Preserve, and implementation of mitigation measures associated with existing Specific Plans within the Planning Area, the impact on special-status plants and plant habitat would be reduced. However, buildout of the General Plan could result in direct removal of special-status plants and/or habitat modification that could degrade the quality of habitats suitable for special-status plant species, and indirect effects that may result from construction-related runoff, sedimentation and erosion, and introduction of invasive weeds; this impact is **potentially significant**.

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.

Finding: The City Council finds that changes or alterations have been required in, or incorporated into, the project which would avoid or substantially lessen the potentially significant environmental effect associated with the loss of special-status plants and plant habitat as identified in the Final EIR.

With implementation of existing General Plan and proposed General Plan Update goals and policies, combined with current laws, regulations, and Mitigation Measure 4.8-1, impacts on special-status plants and plant habitat would be reduced because new development would be required to identify, avoid, and preserve special-status plant populations and their habitats to the extent feasible, and compensate for the loss of special-status plants through off-site preservation and/or the establishment of new populations or other appropriate measures in coordination with state and federal agencies. Mitigation Measure 4.8-1 has been incorporated as a General Plan Implementation Measure. Therefore, with implementation of policies in the General Plan, current laws and regulations, and Mitigation Measure 4.8-1, the impact on special-status plants and plant habitat is considered **less than significant**.

Impact 4.8-2: Loss and Degradation of Habitat for Special-status Wildlife Species and Potential Direct Take of Individuals.

Full buildout of the General Plan would involve conversion of habitat that may be suitable for special-status wildlife species to developed use. In addition to direct removal of special-status habitat, development would result in habitat modification that could degrade habitat quality to a degree that it is no longer suitable for special-status wildlife to reproduce, and these wildlife populations could eventually die out. Also, development would include construction activities that could result in direct take of individual special-status wildlife species.

Implementation of existing General Plan Open Space System Goal 1 and Policy 7; Vegetation and Wildlife Goals 1 and 3 and Policies 3, 4, 5, 11, and 13; and Groundwater Recharge and Water Quality Policy 3, as well as revised proposed General Plan Update Policy OS1.6; and Goal OS2.2 and Policies OS2.1, OS2.2, OS2.7, OS2.9, OS2.10, and OS1.12, combined with current laws, regulations, policies, and

conservation plans, and implementation of mitigation measures associated with existing Specific Plans within the Planning Area, the impact on special-status wildlife and their habitats would be reduced. However, buildout of the General Plan could result in direct impacts on special-status wildlife species and/or habitat modification that could degrade the quality of habitats suitable for special-status wildlife, and indirect effects that may result from construction-related runoff, sedimentation and erosion, introduction of invasive weeds, and new sources of noise and light; this impact is **potentially significant**.

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.

Finding: The City Council finds that changes or alterations have been required in, or incorporated into, the project that avoid the potentially significant environmental effect as identified in the Final EIR.

Because much of the sensitive habitat in the Planning Area is already designated for preservation as open space, implementation of goals and policies in the existing General Plan and the proposed General Plan Update, combined with current laws, regulations, and Mitigation Measure 4.8-2, will ensure impacts to special-status wildlife and associated habitat would be reduced to a **less-than-significant** level. Mitigation Measure 4.8-2 has been incorporated as a General Plan Implementation Measure. These provisions would require development projects to identify and avoid special-status wildlife and wildlife habitat, preserve sensitive habitats (e.g., vernal pools, riparian areas, wetlands) that could support special-status wildlife, or provide compensation for loss of habitat in coordination with state and federal agencies.

Impact 4.8-3: Loss and Degradation of Riparian Habitat or Other Sensitive Natural Communities.

Buildout of the General Plan would involve conversion of riparian habitat and other sensitive natural communities to developed use. In addition to direct removal of habitat, buildout of the General Plan would result in habitat modification that could degrade habitat quality to a degree that it is no longer suitable for riparian plants or other sensitive natural communities to regenerate, and these habitats and communities could eventually die out.

Implementation of existing General Plan Open Space System Goal 1 and Policy 7; Vegetation and Wildlife Goals 1 and 3 and Policies 3, 4, 5, 11, and 13; and Groundwater Recharge and Water Quality Policies 2 and 3, as well as revised proposed General Plan Update Policy OS1.6; and Goal OS2.2 and Policies OS2.1, OS2.2, OS2.7, OS2.9, OS2.10, and OS1.12, combined with current laws, regulations, and

policies, the impact on riparian habitat and other sensitive natural communities would be reduced. However, full buildout of the General Plan could result in development of up to 392 acres of riparian and oak woodland habitats, which contain sensitive natural communities; this impact is **potentially significant**.

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.

Implement Mitigation Measure 4.8-1 (Implementation Measure for Special-Status Plants and Habitat)

Implement Mitigation Measure 4.8-2 (Implementation Measure for Special-Status Wildlife)

Finding: The City Council finds that changes or alterations have been required in, or incorporated into, the project which would avoid or substantially lessen the potentially significant environmental effect associated with loss of sensitive habitats as identified in the Final EIR.

Because much of the sensitive habitat in the Planning Area is already designated for preservation as open space, and with implementation of goals and policies in the existing General Plan and the proposed General Plan Update, combined with current laws, regulations, and Mitigation Measures 4.8-1, 4.8-2, and 4.8-3, impacts on riparian habitat and sensitive natural communities would be reduced to a **less-than-significant** level because these provisions would require development projects to identify, avoid, and preserve riparian habitats and sensitive natural communities (oak woodland) that could support special-status wildlife, or provide compensation for loss of habitat in coordination with state and federal agencies. Mitigation Measures 4.8-1, 4.8-2, and 4.8-3 have been incorporated as General Plan Implementation Measures.

Impact 4.8-4: Loss and Degradation of Wetlands and Other Waters.

Buildout of the General Plan would involve conversion of wetlands and other waters to developed use. In addition to direct removal of wetlands and other waters, buildout of the General Plan would result in wetlands modification that could degrade habitat quality.

With implementation of existing General Plan Open Space System Goal 1 and Policy 7; Vegetation and Wildlife Goals 1 and 3 and Policies 3, 4, 5, 11, and 13; and Groundwater Recharge and Water Quality Policies 2 and 3, as well as revised proposed General Plan Update Policy OS1.6; and Goal OS2.2 and Policies OS2.2, OS2.6, OS2.7, OS2.8, OS2.9, OS2.10, and OS2.12, combined with current laws, regulations, and policies, the impact on federally protected wetlands and other waters of the United States and the state would be reduced. However, buildout of the General Plan could result in direct removal of wetlands or other waters and/or habitat modification that could degrade the quality of habitats, and indirect effects that may result from construction-related runoff, sedimentation and erosion, changes in hydrology, and introduction of invasive weeds; this impact is **potentially significant**.

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.

Implement Mitigation Measure 4.8-1 (Implementation Measure for Special-Status Plants and Habitat)

Implement Mitigation Measure 4.8-2 (Implementation Measure for Special-Status Wildlife)

Implement Mitigation Measure 4.8-3 (Implementation Measure for Riparian Habitat and Sensitive Natural Communities)

Finding: The City Council finds that changes or alterations have been required in, or incorporated into, the project which would avoid or substantially lessen the potentially significant environmental effect associated loss of wetlands and other waters with as identified in the Final EIR.

Because much of the sensitive habitat in the Planning Area is already designated for preservation as open space, implementation of goals and policies in the existing General Plan and the proposed General Plan Update, combined with current laws, regulations, and Mitigation Measures 4.8-1, 4.8-2, 4.8-3, and 4.8-4, will ensure impacts to wetlands and other waters would be reduced to a **less-than-significant** level. Mitigation Measures 4.8-1, 4.8-2, 4.8-3, and 4.8-4 have been incorporated as General Plan Implementation Measures. These provisions would require development projects to identify, avoid, and

preserve wetlands and waters of the U.S. and state, or provide compensation for loss of habitat in coordination with state and federal agencies. Policies requiring protection of special-status species and their habitats also protect wetlands and drainages because these include special-status species such as vernal pool branchiopods, vernal pool plants, western spadefoot, and western pond turtle that are associated with aquatic habitats.

Impact 4.8-5: Substantial Interference with Wildlife Movement Corridors and Nursery Sites.

Buildout of the General Plan would involve conversion of habitat to developed use that could provide wildlife movement corridors and nursery sites. In addition to direct removal of habitat, buildout of the General Plan would result in habitat modification that could degrade habitat quality to a degree that it is no longer suitable for use as wildlife movement corridors and/or nursery sites.

With implementation of existing General Plan Open Space System Goal 1 and Policy 7; Vegetation and Wildlife Goals 1 and 3 and Policies 3, 4, 5, and 11; and Groundwater Recharge and Water Quality Policies 2 and 3, as well as revised proposed General Plan Update Policy OS1.6; and Goal OS2.2 and Policies OS2.1, OS2.2, OS2.6, OS2.7, OS2.8, OS2.9 and OS2.12, combined with current laws, regulations, and policies, the impact on wildlife movement corridors and nursery sites would be reduced. However, implementation of the General Plan could result in direct removal of wildlife movement corridors and nursery sites and/or habitat modification that could degrade the quality of habitats, and indirect effects that may result from construction-related runoff, sedimentation and erosion, introduction of invasive weeds, this impact is **potentially significant**.

Implement Mitigation Measure 4.8-1 (Implementation Measure for Special-Status Plants and Habitat)

Implement Mitigation Measure 4.8-2 (Implementation Measure for Special-Status Wildlife)

Implement Mitigation Measure 4.8-3 (Implementation Measure for Riparian Habitat and Sensitive Natural Communities)

Implement Mitigation Measure 4.8-4 (Implementation Measure for Wetlands and Other Waters)

Finding: The City Council finds that changes or alterations have been required in, or incorporated into, the project which would avoid or substantially lessen the potentially significant environmental effect associated wildlife corridors and nursery sites with as identified in the Final EIR.

With implementation of goals and policies in the existing General Plan and the proposed General Plan Update, combined with current laws, regulations, and Mitigation Measures 4.8-1, 4.8-2, 4.8-3, and 4.8-4, impacts to wildlife corridors and nursery sites would be reduced to a **less-than-significant** level because these provisions would require projects to identify, avoid, and preserve habitats that function as wildlife migration corridors, including riparian areas and wetlands, or provide compensation for loss of habitat in coordination with state and federal agencies. Mitigation Measures 4.8-1, 4.8-2, 4.8-3, and 4.8-4 have been incorporated as General Plan Implementation Measures. In addition, proposed General Plan Update policies that require protection of special-status species and their habitats also protect riparian areas,

wetlands, and drainages that can be used as wildlife corridors. Finally, implementation of Mitigation Measure 4.8-2 will ensure protection of nesting colonies of purple martin, a CDFW special-status species.

XII. FINDINGS FOR SIGNIFICANT AND UNAVOIDABLE IMPACTS OF THE PROPOSED PROJECT

The City Council agrees with the characterization in the Final EIR that there are significant and unavoidable impacts of the proposed project. The following significant environmental impacts of the proposed project are unavoidable and cannot be mitigated in a manner that would substantially lessen the environmental impact. The City Council finds that the project's environmental, economic, social, and other benefits outweigh and override the significant adverse impact related to change in the environment. (see Section XVII)

TRANSPORTATION

Impact 4.3-1: VMT Per Capita Exceeds the Threshold of 12.8 VMT Per Capita.

The VMT generated by buildout of the existing General Plan is 15.5 VMT per capita under financially constrained network conditions, and 14.9 VMT per capita under financially unconstrained network conditions. This exceeds the significance threshold of 12.8 VMT per capita (i.e., 85 percent of the 15.1 VMT per capita baseline value). The land use plans in the remaining undeveloped areas of the City are approved and Development Agreements in place, and therefore mitigation in the form of fundamental land use changes that will reduce VMT to meet state goals is unachievable.

Implementing proposed General Plan Update Goal CIRC4 and Policies CIRC4.1, CIRC4.2, CIRC4.3, CIRC4.4, CIRC4.5, CIRC4.6, and CIRC4.7, 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 12.8 VMT per capita. This impact is **significant**.

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.

Finding: Changes or alterations have been required in, or incorporated into, the proposed project that avoid or substantially lessen the significant environmental effect as identified in the Final EIR.

Although implementing Mitigation Measure 4.3-1 will achieve meaningful reductions in VMT generated by land uses within the City, the City at this time cannot demonstrate that VMT will be reduced to the degree that it would meet the City's adopted significance threshold for this EIR. Mitigation Measure 4.3-1 has been incorporated as a General Plan Implementation Measure. Many Specific Plans in Roseville have development agreements, and the City cannot unilaterally change land use and transportation frameworks of Specific Plans to focus on reducing vehicular travel demand. VMT reduction also depends on factors, such as demographic change, household preferences for housing types and locations, the cost of fuel, and the competitiveness of regional transit relative to driving, which relates to congestion along vehicular commute routes that are not under the City's jurisdiction, as well as transit provided by agencies other than the City. The feasibility and effectiveness of a local or regional VMT impact bank or exchange is unknown at this time. Therefore, this impact is considered **significant and unavoidable**.

This City Council chooses to approve the project because, in its view, the economic, social, technological, and other benefits resulting from the project substantially outweigh the significant and unavoidable impacts associated with VMT per capita that exceeds VMT thresholds, per the Statement of Overriding Considerations discussed below.

AIR QUALITY

Impact 4.4-1: Generation of Short-Term Construction-Related Emissions of Criteria Air Pollutants and Precursors that Would Result in a Cumulatively Considerable Net Increase of Any Criteria Pollutant for which the Project Region is in Nonattainment, and Conflict with or Obstruct an Air Quality Plan.

The project will generate emissions that exceed Placer County Air Pollution Control District (PCAPCD) significance thresholds. Existing laws and regulations, including PCAPCD rules and regulations,

combined with existing General Plan and proposed General Plan Update policies, would reduce these impacts. Projects would be subject to PCAPCD Rule 228 to minimize fugitive dust emissions of PM through implementation of dust control measures, such as PCAPCD's standard Dust Control Requirements. PCAPCD Rules 202 and 205 would also reduce exhaust-related emissions from the use of construction equipment. PCAPCD Rules 217 and 218 would reduce VOC emissions associated with paving and architectural coating activities.

The proposed General Plan Update Policy AQ1.3 is designed to reduce construction-related emissions generated by projects developed within the Planning Area by incorporating strategies recommended by PCAPCD to reduce exposure to such emissions, such as the use of electrified equipment, setbacks for staging areas from sensitive users, limitations on vehicle idling, and other measures. All future development within the Planning Area that could generate substantial emissions would incorporate strategies to reduce emissions, consistent with General Plan policy. In addition, all of the City's Specific Plans have involved preparation of an EIR and adoption and incorporation of mitigation measures into the Specific Plan to reduce construction-related air pollutant emissions impacts, which would apply to all development within each Specific Plan Area.

While all future development with the potential to generate substantial emissions would be required to reduce those emissions, the effectiveness of these measures would depend on the number and extent of strategies feasible to incorporate as a part of any given project. Since the timing and level of construction activities for future development projects is speculative, and cannot be known, it is not possible to quantify the extent to which the reduction strategies would result in emission reductions. Consequently, even with adherence to PCAPCD rules, proposed General Plan Update Policy AQ1.3, and Specific Plan mitigation measures, it is conservatively assumed that emissions from buildout of the General Plan could exceed PCAPCD-recommended thresholds. Therefore, implementation of the proposed General Plan Update could generate substantial construction-related pollutant emissions, conflict with or obstruct implementation of the applicable air quality plan, and result in a cumulatively considerable net increase of criteria air pollutants for which the project region is designated a nonattainment area under an applicable federal or state ambient air quality standard. Therefore, this impact would be **significant**.

Finding: Changes or alterations have been required in, or incorporated into, the proposed project that avoid or substantially lessen the significant environmental effect as identified in the Final EIR.

Existing rules, regulations, existing General Plan policies, and proposed General Plan Update policy changes (which reference current PCAPCD mitigation recommendations) provide all available, feasible mitigation to reduce construction-related emissions. Because the exact buildout schedule of the proposed land uses cannot be determined, identifying the level of effectiveness of these rules, regulations, and policies is not possible at this time. Therefore, it is conservatively assumed that construction-related emissions could still exceed significance thresholds. Such emissions could exceed or contribute substantially to an existing or projected air quality violation. In addition, these emissions could conflict with or obstruct implementation of the applicable air quality plan. There is no additional feasible mitigation to address this impact. As such, the impact is **significant and unavoidable**.

This City Council chooses to approve the project because, in its view, the economic, social, technological, and other benefits resulting from the project substantially outweigh the significant and unavoidable impacts associated with construction-related emissions that exceed PCAPCD significance thresholds, per the Statement of Overriding Considerations discussed below.

Impact 4.4-2: Generation of Long-Term Operational Emissions of Criteria Air Pollutants and Precursors that Would Result in a Cumulatively Considerable Net Increase of Any Criteria Pollutant for which the Project Region is in Nonattainment, and Conflict with or Obstruct an Air Quality Plan.

Long-term operational emissions would be generated from day-to-day activities associated with residential and non-residential land uses under the proposed General Plan Update. Operational emissions associated would exceed applicable PCAPCD thresholds. Existing PCAPCD rules and regulations, combined with existing and proposed General Plan Update policies, would reduce operational emissions impacts. In particular, proposed General Plan Update policies would reduce air quality emissions from various sources (e.g., energy, water, transportation) through the promotion of energy efficient building designs and transportation systems. In addition, as noted above, the revised policies of the proposed General Plan Update promote development and transportation systems that would reduce vehicle emissions by reducing vehicle miles travelled. These policies have been developed to encourage locating residents, jobs, and retail amenities in proximity to each other to reduce the need for motor vehicle travel. These policies encourage modes of transportation that can reduce or eliminate air pollutant emissions. Since transportation is a major source of criteria air pollutants, this is important for reducing the operational impacts of the General Plan. Policies also support development of pedestrian and bicycle facilities that would promote nonvehicular modes of travel. Policies have also been designed to encourage pedestrian, bicycle, and transit access and mobility that would reduce transportation-related air quality impacts. Finally, the proposed General Plan Update would encourage the local use and purchase of electric vehicles, which would further reduce mobile-source emissions within the Planning Area and surrounding Air Basin.

All future development within the Planning Area that could generate substantial emissions would incorporate strategies to reduce emissions, consistent with General Plan policy. In addition, all of the City's Specific Plans have involved preparation of an EIR and adoption and incorporation of mitigation measures into the specific plan to reduce construction-related air pollutant emissions impacts, which would apply to all development within each Specific Plan Area.

Existing General Plan Air Quality Policy 4, Circulation - Transportation Systems Management Policy 2, as well as revised proposed General Plan Update Goals AQ1.1-1.7 and Policies AQ1.1-1.3, AQ1.12-1.18, AQ1.22; Goal CIRC4 and Policies CIRC3.6, CIRC4.1-4.7, CIRC5.1, CIRC6.1-6.3; Policies LU2.1-2.6 and LU3.4 would reduce long-term operational air pollutant emissions impacts. However, because the timing and design of future development projects is speculative, and is not known at this time, it is not possible to quantify the extent to which the reduction strategies would result in emission reductions. Consequently, even with adherence to General Plan policies and Specific Plan mitigation measures, operational emissions of all land uses within the Planning Area with full buildout of the General Plan

could still result in a net increase of criteria air pollutant emissions that could exceed PCAPCD-recommended thresholds of significance. The PCAPCD thresholds of significance are considered to be the allowable amount of emissions each project can generate without conflicting with or obstructing implementation of the applicable air quality plans developed to maintain and attain ambient air quality standards (PCAPCD 2016). Consequently, because the General Plan could generate long-term criteria air pollutant emissions that exceed the PCAPCD-recommended thresholds, implementation of the General Plan could result in an exceedance of an ambient air quality standard or conflict with or obstruct implementation of the applicable air quality plans. Therefore, this impact would be **significant**.

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.

Finding: Changes or alterations have been required in, or incorporated into, the proposed project that avoid or substantially lessen the significant environmental effect as identified in the Final EIR.

As discussed above, Mitigation Measures 4.4-2a and 2b would establish on-site and off-site mitigation to reduce operational emissions of criteria air pollutants from development projects within the Planning Area. Mitigation Measures 4.4-2a and 4.4-2b have been incorporated as General Plan Implementation Measures. However, because the specific development projects within the Planning Area cannot be defined at the time of this analysis, precise effectiveness and feasibility of these measures cannot be determined for individual future projects, and operational emissions of criteria air pollutants and precursors could still exceed significance thresholds. After incorporating proposed General Plan Update policies and Mitigation Measure 4.4-2a, certain projects may still have operational emissions that exceed PCAPCD thresholds, and it may not be feasible for all such future projects to contribute to the PCAPCD offsite mitigation program at a level that would reduce the projects' net emissions below the District's recommended thresholds. Such emissions could exceed or contribute substantially to an existing or projected air quality violation and/or expose sensitive receptors to substantial pollutant concentrations. In addition, these emissions could conflict with or obstruct implementation of the applicable air quality plan. There are no additional feasible mitigation measures available to address this impact. This impact is **significant and unavoidable**.

This City Council chooses to approve the project because, in its view, the economic, social, technological, and other benefits resulting from the project substantially outweigh the significant and unavoidable impacts associated with operational emissions that exceed PCAPCD thresholds, per the Statement of Overriding Considerations discussed below.

Impact 4.4-3: Expose Sensitive Receptors to Substantial Pollutant Concentrations.

During operation of the General Plan, localized air pollutant emissions would be generated that could affect existing and proposed sensitive receptors. Existing General Plan Air Quality Policy 4 and 8, as well

as revised proposed General Plan Update Policies AQ1.2, 1.3, AQ1.12, AQ1.13, AQ1.14, AQ1.16, and AQ1.22 would help to reduce operational toxic air contaminant (TAC) emissions. However, because specific development proposals cannot be determined at this time, it is possible that development planned under the General Plan could generate substantial TAC emissions as a result of long-term operations. In addition, individual development projects could be located within the siting distances recommended by ARB's Air Quality and Land Use Handbook, and sensitive receptors could experience the adverse health effects from TACs. With general plans, it is not possible to list each type of new stationary source or describe TAC exposure for any given project or location within the Planning Area without substantial speculation. It is expected that projects developed consistent with the General Plan would include stationary sources of TACs, such as gasoline-dispensing facilities, dry cleaners, and diesel-fueled backup generators. These stationary sources require permits from the PCAPCD, to ensure emissions do not exceed standards, and do not result in significant impacts. In addition, it is possible, particularly with the promotion of infill development near Interstate 80 and west of the Roseville Rail Yard, as well as development along State Route 65, that new sensitive receptors would be sited in proximity to existing sources of mobile TAC emissions. Without incorporation of recommended buffer distances between sensitive receptors and TAC sources, as described above, and/or inclusion of design features to reduce exposure to TACs, future sensitive receptors could be exposed to substantial concentrations of TACs. This impact is **significant**.

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.

Finding: Changes or alterations have been required in, or incorporated into, the proposed project that avoid or substantially lessen the significant environmental effect as identified in the Final EIR.

As discussed under Impact 4.4-2, Mitigation Measure 4.4-2a would establish mitigation to reduce operational emissions of criteria air pollutants, including DPM, from development projects within the Planning Area. With implementation of this mitigation, buildout of the General Plan would be compliant with General Plan Policies AQ-3, AQ-14, and AQ-16. Mitigation Measure 4.4-3 discourages development in locations that would conflict with the buffer recommendations by ARB (ARB 2005). In the case that recommended buffer distances cannot be achieved, Mitigation Measure 4.4-3 also requires the implementation of design features specifically considering reduction in generation of and exposure to TACs. Mitigation Measure 4.4-3 would also reduce exposure for future sensitive receptors along high-volume roadways within the Planning Area by requiring the implementation of feasible design features identified by ARB as potential strategies to reduce exposure to TACs along high-volume roadways, such as Interstation 80 and State Route 65, as well as near the Roseville Rail Yard. Mitigation Measure 4.4-3 has been incorporated as a General Plan Implementation Measure. Regarding permitted sources, as described above, the PCAPCD issues permits and monitors new and modified sources of air pollutants to ensure compliance with national, state, and local emissions standards that govern TAC sources. While these measures reduce potential likelihood of exposure of sensitive receptors to substantial pollutant concentrations, because the specific development projects within the Planning Area cannot be defined at the time of this analysis, precise effectiveness of these measures cannot be determined and the potential for sensitive receptors to be exposed to TACs is still considered significant. There are no additional feasible mitigation measures available. This impact is **significant and unavoidable**.

This City Council chooses to approve the project because, in its view, the economic, social, technological, and other benefits resulting from the project substantially outweigh the significant and unavoidable impacts related to exposure of sensitive receptors to TACs, per the Statement of Overriding Considerations discussed below.

Impact 4.4-5: Result in Other Emissions (such as those leading to odors) Adversely Affecting a Substantial Number of People.

Long-term operations of future land uses developed with buildout of the General Plan could also generate other emissions, such as those leading to odors. All the City's Specific Plans included an odor evaluation and land uses were planned to adhere to recommended buffer distances, to the extent feasible. Revised proposed General Plan Update Goal AQ1.1 and Policy AQ1.22, would also reduce potential operational exposure to odor sources. It is not known at this time what specific development would be implemented and if any development would generate objectionable odors. However, 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. In addition, proposed land use under the General Plan would include infill development adjacent to Interstate 80, a high-volume roadway, and near the Roseville Rail Yard. While an interstate or rail yard are not typically source of concern for substantial odor generation, these would present a source of diesel exhaust emissions. Because future development of the Planning Area could include the siting of new odor generating sources or could include the siting of future sensitive receptors in proximity to existing odor-generating sources (e.g. residential use within infill development areas) development under the General Plan could result in the exposure of receptors to objectionable odor emissions. The impact of potential odor-causing emissions from long-term operations is **significant**.

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.

Finding: Changes or alterations have been required in, or incorporated into, the proposed project that avoid or substantially lessen the significant environmental effect as identified in the Final EIR.

Compliance with General Plan Goal AQ1.3 would reduce local air pollutant emissions, including those leading to odors. Compliance with General Plan Policy AQ1.22 could reduce potential exposure by nearby sensitive receptors to odor emissions from the Roseville Rail Yard. Implementation of Mitigation Measure 4.4-3 to reduce indoor exposure to TACs, described in detail under Impact 4.4-3, would also result in a reduction in the intensity of offensive odors from surrounding odor sources. Implementation of Mitigation Measure 4.4-5 would reduce odor-producing emissions or reduce the potential that sensitive receptors would be exposed to such emissions, depending on the technology implemented for specific projects. Mitigation Measure 4.4-5 has been incorporated as a General Plan Implementation Measure. However, because buffer distances and implementation of specific technology- and design-based measures cannot be known at this time, it is conservatively assumed that sensitive receptors could be exposed to substantial odor-generating emissions. As a result, this impact is **significant and unavoidable**.

This City Council chooses to approve the project because, in its view, the economic, social, technological, and other benefits resulting from the project substantially outweigh the significant and unavoidable impacts associated with odor-generating emissions, per the Statement of Overriding Considerations discussed below.

GREENHOUSE GAS EMISSIONS

Impact 4.5-1: Generation of Greenhouse Gas Emissions or Conflict with an Applicable Plan, Policy, or Regulation Adopted for the Purpose of Reducing the Emissions of GHGs.

This cumulative impact is addressed in Section XIII of these findings.

NOISE AND VIBRATION

Impact 4.6-1: Potential for Substantial Temporary, Short-Term Exposure to Construction Noise.

Buildout of the General Plan will involve both temporary and short-term sources of noise associated with construction activities. Construction is a necessary activity in developing environments. While actions can be taken to reduce the noise impacts of construction on existing sensitive receptors, in some instances, construction activities may exceed the City's noise standards. However, because construction noise cannot be avoided and is a necessary part of development, the City of Roseville Noise Ordinance exempts construction-generated noise that occurs during the hours of 7 a.m. to 7 p.m. on weekdays and 8 a.m. to 8 p.m. on weekends, because this is outside of the recognized sleep hours for residents, and is also outside of evening and early morning hours and time periods when residents are most sensitive to noise. Thus, the majority of construction is limited to daytime hours, or it is in violation of the City's Noise Regulations. These regulations are monitored and enforced by the City's Engineering and Building Inspection staff, as part of the City's existing permitting processes.

Existing General Plan Noise Goal 1 and Implementation Measures related to the Development Review Process, Noise Ordinance, and California Vehicle Code, as well as revised proposed General Plan Update Policy N1.9, ensure that the impact of construction noise is reduced to the extent practicable. However,

there may be instances where sensitive receptors are temporarily exposed to noise levels that exceed the City's acceptable noise level standards due to construction activities. This impact is considered **significant**.

Finding: The City Council finds that there are no additional feasible changes or alterations that could be incorporated into the project to avoid the significant environmental effect as identified in the Final EIR beyond that already included as a part of the proposed General Plan Update. While there may be site-specific or project-specific circumstances that would allow the application of additional measures to reduce noise, these cannot be effectively evaluated or applied at the program level. Whether and to what degree construction noise affects sensitive receptors depends on myriad factors, including existing topography; the type, nature, and duration of construction; and orientation of doors, windows, and activity areas associated with the sensitive receptors. The impact is **significant and unavoidable**.

This City Council chooses to approve the project because, in its view, the economic, social, technological, and other benefits resulting from the project substantially outweigh the significant and unavoidable impacts associated with temporary and short-term exposure to construction noise, per the Statement of Overriding Considerations discussed below.

Impact 4.6-2: Potential for Long-Term Noise Exposure.

Existing and planned noise-sensitive land uses under the General Plan could occur in areas that either are currently adversely affected by transportation and non-transportation noise sources or will be in the future. The existing General Plan Noise Goal 1 and implementation measures related to the Maximum Allowable Noise Exposure for Transportation Sources, Development Review Process, Noise Level Contour Maps, Noise Ordinance, California Vehicle Code, Interagency Cooperation, and Noise Level Performance Standards (listed previously in the Regulatory Framework section, and which have been renumbered for the proposed General Plan Update), as well as revised proposed General Plan Update Policies N1.1, N1.2, N1.3, N1.4, N1.5, N1.6, N1.7, and N1.8, would reduce the potential for noise exposure impacts. As discussed, revisions to the City's noise policies do not result in increased noise impacts, and may actually result in decreased exposure to unacceptable noise levels. Application of the City's Community Design Guidelines would further reduce potential noise exposure. An example is the requirement to screen noise-generating equipment from the line of sight from surrounding properties.

Although these policies and implementation measures are designed to avoid substantial disturbances to noise-sensitive receptors, the City anticipates that, despite implementation of feasible noise reduction strategies, noise-sensitive uses could be exposed to noise in exceedance of the City's standards.

The City cannot demonstrate at this time that policies and implementation measures in the existing General Plan and the proposed General Plan Update would reduce the impacts of each project that could be developed under the General Plan to a less-than-significant level. The impact is **significant**.

Finding: The City Council finds that there are no additional feasible changes or alterations that could be incorporated into the project to avoid the significant environmental effect as identified in the Final EIR beyond that already included as a part of the proposed General Plan Update.

Despite the implementation of goals, policies, and implementation measures in the existing General Plan and the proposed General Plan Update, the City cannot demonstrate that adverse operational noise exposure impacts could be avoided in all cases. The impact is **significant and unavoidable**.

This City Council chooses to approve the project because, in its view, the economic, social, technological, and other benefits resulting from the project substantially outweigh the significant and unavoidable impacts associated with long-term noise exposure, per the Statement of Overriding Considerations discussed below.

CULTURAL AND TRIBAL CULTURAL RESOURCES

Impact 4.9-1: Cause a Substantial Adverse Change in the Significance of a Historical Resource Pursuant to Section 15064.5.

It is possible that development planned as a part of General Plan buildout could adversely affect historical resources through modification of existing buildings and structures through demolition, deconstruction, relocation, or alteration, or adversely impact the setting through new land uses. Existing General Plan Archaeological, Historic, and Cultural Resources Policies 1, 2, 4, 7, and 8 as well as revised proposed General Plan Update Goal OS4.1 and Policies OS4.1, OS4.6, OS4.7, and OS4.10 would protect historical resources. The City's 14 adopted Specific Plans, including the Downtown Specific Plan, contain mitigation measures that must be implemented to protect historic resources, such as avoidance of resources where feasible, or recordation and consultation with the SHPO. Chapter 19.61 of the City's Zoning Ordinance protects "Significant Buildings" that have historic, cultural, or aesthetic interest, which may have significant value to the community. Chapter 19.12 of the City's Zoning Ordinance protects the designated Old Town Historic District. In addition, the existing General Plan contains implementation measures, such as referral of development projects to the SHPO and NAHC, preparation of site-specific archaeological surveys, proper treatment of materials encountered during construction activities, incorporation of measures to protect historic resources, protection of historic resources in parks and open space areas, and interagency cooperation to identify and preserve resources. These goals, policies, implementation measures, and Municipal Codes establish review procedures to protect historical resources. However, **significant** impacts to historical resources could still occur.

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.

Finding: Changes or alterations have been required in, or incorporated into, the proposed project that avoid or substantially lessen the significant environmental effect as identified in the Final EIR.

Although implementation of the existing General Plan and proposed General Plan Update goals, policies, implementation measures, and Mitigation Measure 4.9-1a will reduce the potential impacts associated with development in the General Plan Planning Area, development within the Planning Area may cause impacts that cannot be reduced to a less-than-significant level through mitigation. No other feasible mitigation measures are available. Therefore, this impact is considered **significant and unavoidable**.

This City Council chooses to approve the project because, in its view, the economic, social, technological, and other benefits resulting from the project substantially outweigh the significant and unavoidable impacts associated with impacts on historic resources, per the Statement of Overriding Considerations discussed below.

Impact 4.9-2: Cause a Substantial Adverse Change in the Significance of an Archaeological Resource pursuant to Section 15064.5.

Individual development and infrastructure projects within the Planning Area would involve grading, excavation or other ground-disturbing activities which could disturb or damage unique archaeological resources. Existing General Plan Archaeological, Historic, and Cultural Resources Policies 1, 2, 4, 7, and 8 as well as revised proposed General Plan Update Goal OS4.1 and Policies OS4.1, OS4.4, OS4.6, OS4.7, OS4.9, OS4.10, and OS4.12 would protect archaeological resources, including those that may be associated with tribal cultural resources (TCRs). In addition, the existing General Plan contains implementation measures such as referral of development projects to the State Historic Preservation Office (SHPO) and Native American Heritage Commission, preparation of site-specific archaeological surveys, proper treatment of materials encountered during construction activities, incorporation of measures to protect archaeological resources, protection of archaeological resources in parks and open space areas, and interagency cooperation to identify and preserve resources. These goals, policies, and implementation measures establish review procedures that would help to protect archaeological resources. However, **significant** impacts to archaeological resources may still occur.

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 1 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 TCRs, 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 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 1 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 TCRs shall be required to implement the 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.

Finding: Changes or alterations have been required in, or incorporated into, the proposed project that avoid or substantially lessen the significant environmental effect as identified in the Final EIR.

The existing General Plan and proposed General Plan Update policies and implementation measures summarized above, along with implementation of Mitigation Measures 4.9-2a and 4.9-2b, establish appropriate review procedures and consultation requirements, while also addressing the need for qualified personnel to undertake technical analysis, where necessary. Mitigation Measures 4.9-2a and 4.9-2b have been incorporated as General Plan Implementation Measures. These policies and implementation programs provide for the identification and evaluation of cultural resources, including those that are TCRs, as well as for the assessment of potential impacts to such resources and the development of mitigation strategies. Additionally, CEQA review and local regulatory review, including mitigation measures that have been adopted as part of existing Specific Plans, provide additional levels of protection for known resources and address the identification of unidentified cultural resources. Because prehistoric and historic-era archaeological sites can occur below ground with little or no surface manifestation it may not be feasible to entirely avoid impacts during buildout of the General Plan, despite implementation of state and federal laws and the City's proposed policies and mitigation measures. If unknown archaeological resources are encountered during construction without prior discovery, they may be inadvertently damaged or destroyed. No other feasible mitigation measures are available. Therefore, this impact remains **significant and unavoidable**.

This City Council chooses to approve the project because, in its view, the economic, social, technological, and other benefits resulting from the project substantially outweigh the significant and unavoidable impacts associated with damage or destruction of unknown archaeological resources, per the Statement of Overriding Considerations discussed below.

Impact 4.9-3: Disturb Any Human Remains, Including Those Interred Outside of Formal Cemeteries.

The general project vicinity is known to have been heavily used by Native American groups prehistorically; in addition, Roseville was settled by European immigrants by the mid-19th century. While some burial ground locations (generally from the historic-era) are known, there is the possibility that ground disturbing activities in the Planning Area could encounter prehistoric, historic-era, or other human remains. Existing General Plan Archaeological, Historic, and Cultural Resources Policies 1, 2, 4, 7, and 8 as well as revised proposed General Plan Update Goal OS4.1 and Policies OS4.1 and OS4.4 would protect cultural resources, including human remains. In addition, the existing General Plan contains implementation measures, such as referral of development projects to the SHPO and NAHC, preparation of site-specific archaeological surveys, proper treatment of materials encountered during construction activities, incorporation of measures to protect archaeological resources, protection of archaeological resources in parks and open space areas, and interagency cooperation to identify and preserve resources. These goals, policies, and implementation measures establish general review procedures that would help to protect archaeological resources. However, **significant** impacts to cultural resources, including human remains, may still occur.

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.

Finding: Changes or alterations have been required in, or incorporated into, the proposed project that avoid or substantially lessen the significant environmental effect as identified in the Final EIR.

Because prehistoric and historic archaeological sites that contain human remains can occur below ground with little or no surface manifestation it may not be feasible to entirely avoid impacts to interred human remains during buildout of the General Plan Planning Area, despite implementation of the state and federal laws, the City's proposed goals, policies, implementation program, and Mitigation Measure 4.9-3. Mitigation Measure 4.9-3 has been incorporated as a General Plan Implementation Measures. If unanticipated buried human remains are encountered during construction, they may be inadvertently damaged or destroyed. No other feasible mitigation measures are available. Therefore, this impact remains **significant and unavoidable**.

This City Council chooses to approve the project because, in its view, the economic, social, technological, and other benefits resulting from the project substantially outweigh the significant and unavoidable impacts associated with disturbance of human remains, per the Statement of Overriding Considerations discussed below.

Impact 4.9-4: Cause a Substantial Adverse Change in the Significance of a Tribal Cultural Resource.

Buildout of the General Plan Planning Area would result in development projects throughout the Planning Area that would involve earthmoving activities. The Planning Area and vicinity are known to have been heavily used by Native American groups prehistorically and the United Auburn Indian Community has indicated that TCRs are located within the Planning Area.

Existing General Plan Archaeological, Historic, and Cultural Resources Policies 1, 2, 4, 7, and 8 as well as revised proposed General Plan Update Goal OS4.1 and Policies OS4.1, OS4.4, OS4.9, OS4.10, and OS4.12 would help to protect tribal cultural resources. In addition, the existing General Plan contains implementation measures, such as referral of development projects to the SHPO and Native American Heritage Commission, preparation of site-specific archaeological surveys, proper treatment of materials encountered during construction activities, incorporation of measures to protect archaeological resources, protection of archaeological resources in parks and open space areas, and interagency cooperation to identify and preserve resources. Mitigation Measure 4.9-3 requires the City to implement its Internal Guidance for Management of Tribal Cultural Resources and Consultation, which was itself developed in extensive consultation with Native American Tribal representatives. This mitigation measure requires the City to implement guidance for consultation and management of cultural and tribal cultural resources, including tribal participation during the project planning and approval process for discretionary projects, as well as guidance for City planners on determining when mitigation measures related to Native American participation are warranted under CEQA, standard treatment and mitigation measures that can be used consistently in project planning, and guidance on the City's use of public funding when conducting consultation. This Internal Guidance also identifies thresholds for payment for tribal participation, instructions for contractors in the event of an unanticipated discovery, and guidance for City staff in assessing and acting upon unanticipated discoveries. These goals, policies, and implementation measures establish general review procedures that would help to protect tribal cultural resources. However, **significant** impacts to tribal cultural resources may still occur.

Mitigation Measure 4.9-4 – Implement Mitigation Measure 4.9-3.

Finding: Changes or alterations have been required in, or incorporated into, the proposed project that avoid or substantially lessen the significant environmental effect as identified in the Final EIR.

While the existing laws, General Plan policies, and implementation programs, along with proposed General Plan Update policies and implementation of Mitigation Measure 4.9-4 will reduce potential effects, the potential remains for residual effects. Mitigation Measure 4.9-4 requires the City to implement its Internal Guidance for Management of Tribal Cultural Resources and Consultation, which was itself developed in extensive consultation with Native American Tribal representatives. No other feasible

mitigation measures are available. Therefore, the impact of development in the General Plan Planning Area to TCRs is considered **significant and unavoidable**.

This City Council chooses to approve the project because, in its view, the economic, social, technological, and other benefits resulting from the project substantially outweigh the significant and unavoidable impacts associated with tribal cultural resources, per the Statement of Overriding Considerations discussed below.

UTILITIES AND SERVICE SYSTEMS

Impact 4.12-1: Require or Result in the Relocation of or the Construction of New or Expanded Utilities and Service Systems Facilities, the Construction of Which Could Cause Significant Environmental Effects.

Because buildout of the General Plan would contribute to the need to develop the off-site Ophir water treatment plant, new development under the General Plan would indirectly contribute to significant and unavoidable construction-related air quality impacts. Therefore, this indirect impact is considered **significant**.

Finding: The City Council finds that there are no feasible changes or alterations that could be incorporated into the project to avoid the significant environmental effect as identified in the Final EIR beyond the policies and implementation measures already included as a part of the proposed General Plan Update. No additional feasible mitigation measures are available that could be imposed by the City to further mitigate the indirect contribution from buildout of the General Plan to short-term impacts from construction of the Ophir water treatment plant. As a result, impacts would remain **significant and unavoidable**.

This City Council chooses to approve the project because, in its view, the economic, social, technological, and other benefits resulting from the project substantially outweigh the indirect significant and unavoidable impacts related to expansion of the Ophir water treatment plant, per the Statement of Overriding Considerations discussed below.

AESTHETICS

Impact 4.14-2: In a Non-Urbanized Area, Substantially Degrade the Existing Visual Character or Quality of the Site and its Surroundings and in an Urbanized Area, Conflict with Applicable Zoning and Other Regulations Governing Scenic Quality.

Buildout of the General Plan would include development and public infrastructure and facilities that would change the existing visual character of the Planning Area. Implementing existing General Plan Community Form Goal 1 and Policies 1 and 2; Community Design Goals 1, 2, and 4 and Policies 1, 3, 4, 5, 6, 7 and 8; Growth Management Goal 13 and Policies 8 and 9; Growth Management-Growth Areas Policy 6; Open Space Goal 1 and Policy 1; Vegetation and Wildlife Goal 1 and Policy 4; Open Space Goal 1 and Policies 1, 2, and 9; Privately-Owned Utilities Policy 2; Seismic and Geologic Hazards Policy

6; and Flood Protection Policy 9, as well as revised proposed General Plan Update Policies LU3.4, Goal LU7.3, and Policies LU7.2 and 7.7, LU8.7, LU8.11, LU9.5, LU9.6, LU9.9, Goal OS1.2, OS1.3, Policies OS1.4, OS 1.12, OS2.1, OS2.2, OS4.16, and Goal PR1.2, and compliance with the City's existing ordinances, regulations, and policies (such as the Community Design Guidelines) would ensure that new development is sensitive to Roseville's existing character, scale, and visual quality, and would avoid a significant adverse change to the existing visual character.

New development in many portions of the Planning Area would continue to be oriented around an interconnected network of open space. Adherence to the City's Water Efficient Landscape Ordinance would protect and enhance visual character in the City by protecting existing habitat and creating new habitat by choosing local native plants, climate adapted non-natives, and avoiding invasive plants. Finally, implementation of the Preserve Management Plan includes specific requirements and adopted mitigation measures related to open space management, maintenance, and monitoring that ensure preservation of the aesthetic qualities of the open space areas from adjacent public and private land uses.

All site-specific development in the City is required to (1) comply with existing General Plan and proposed General Plan Update policies specifically designed to provide for high-quality design, (2) implement design standards contained in the City's Community Design Guidelines (required during the City's design review process prior to the issuance of a building permit), (3) continue to preserve significant amounts of open space and native vegetation, particularly along stream corridors, and (4) implement site-specific adopted Specific Plans and Municipal Code requirements related to aesthetics and design—all of which are specifically designed to ensure the continuation of high-quality design and the preservation of visual character and quality. Therefore, the proposed General Plan Update would not conflict with applicable zoning and other regulations governing scenic quality.

The northwest and western portions of the Planning Area are not yet urbanized. The visual character in these portions of the Planning Area would change from existing undeveloped open space and agricultural land to urban development as a result of the site-specific project developments envisioned under the proposed General Plan Update. This impact is considered **significant**.

Finding: The City Council finds that there are no feasible changes or alterations that could be incorporated into the project to avoid the significant environmental effect as identified in the Final EIR. Even with implementation of existing and proposed General Plan Update goals and policies that are designed to ensure the continuation of high-quality design in urban development, and the preservation of existing visual character and quality where open space and stream corridors would be preserved, the existing visual character will change from undeveloped to developed land. As a result, impacts would remain **significant and unavoidable**.

This City Council chooses to approve the project because, in its view, the economic, social, technological, and other benefits resulting from the project substantially outweigh the significant and unavoidable impacts associated with changes in existing visual character, per the Statement of Overriding Considerations discussed below.

Impact 4.14-3: Create a New Source of Substantial Light or Glare that Would Adversely Affect Day or Nighttime Views in the Area.

Buildout of the General Plan would create a new source of substantial light or glare which would adversely affect day or nighttime views in the area. The City's Community Design Guidelines include lighting standards for all types of land uses, such as the requirements that pole-mounted lights be no taller than 25 feet, a preference for "pedestrian style" lighting (less than 10 feet tall), and the requirement that lighting sources must have cut off lenses and should be located to avoid light spillage and glare on adjacent properties and in private spaces. Title 19, Chapter 19.78.060 of the Roseville Municipal Code sets forth required findings that are necessary in order to approve a Design Review Permit, including requirements for lighting which results in a safe, efficient, and harmonious development and which is consistent with the applicable goals, policies, and objectives set forth in the General Plan, the Community Design Guidelines, and applicable Specific Plans and/or applicable design guidelines. In addition, the proposed General Plan Update includes a new policy requiring the control of spill-over lighting and the use of anti-reflective materials. However, despite this policy, new sources of light will be developed in portions of the City with low existing ambient nighttime lighting. Therefore, this impact is considered **significant**.

Finding: The City Council finds that there are no feasible changes or alterations that could be incorporated into the project to avoid the significant environmental effect as identified in the Final EIR. It is not feasible to mitigate light and glare impacts completely without prohibiting the use of light in new development. As a result, impacts would remain **significant and unavoidable**.

This City Council chooses to approve the project because, in its view, the economic, social, technological, and other benefits resulting from the project substantially outweigh the significant and unavoidable impacts associated with new sources of light and glare, per the Statement of Overriding Considerations discussed below.

XIII. FINDINGS FOR CUMULATIVE IMPACTS

The following cumulatively significant and potentially significant environmental impacts of the proposed project are unavoidable and cannot be mitigated in a manner that would substantially lessen the environmental impact.

The City finds that the project's environmental, economic, social, and other benefits outweigh and override the significant adverse cumulative impact related to change in the environment. The City hereby elects to approve the project due to overriding considerations, as set forth in the Section XVII of this document, "Statement of Overriding Considerations," below.

Please refer to Chapter 5, "Other CEQA Considerations," of the Final EIR for a comprehensive discussion of cumulative impacts.

TRANSPORTATION

The City's existing baseline is 15.1 VMT per capita, and development under buildout of the General Plan would generate 15.5 VMT per capita with constrained network conditions, and 14.9 VMT per capita with unconstrained network conditions. Therefore, development under buildout of the General Plan could lead to an increase in VMT per capita, and in either case will not reduce VMT to levels below the threshold of 12.8 VMT per capita. Therefore, the City's VMT will contribute to the regional impacts, and impacts would be cumulatively considerable. There is no additional feasible mitigation beyond that described above in Section 4.3 of the Draft EIR and summarized above in Section XII.

Finding: Changes or alterations have been required in, or incorporated into, the proposed project that avoid or substantially lessen the significant cumulative environmental effect as identified in the Final EIR. However, there are no additional feasible mitigation measures that would reduce the impact to a less-than-cumulatively considerable level; therefore, the cumulative impact would be **significant and unavoidable**.

This City Council chooses to approve the project because, in its view, the economic, social, technological, and other benefits resulting from the project substantially outweigh the cumulatively significant and unavoidable impacts associated with VMT per capita that exceeds VMT thresholds, per the Statement of Overriding Considerations discussed below.

AIR QUALITY

Generation of Short-Term Construction-Related Emissions of Criteria Air Pollutants and Precursors for Which the Project Region is in Nonattainment, and Conflict with or Obstruct an Air Quality Plan

Construction-related activities associated with buildout of the General Plan would result in temporary emissions of criteria air pollutants from ground disturbing activities, exhaust emissions from use of off-road equipment, material delivery, and construction worker commutes, building construction; asphalt paving, and application of architectural coatings. Implementation of the General Plan would include new development in the Planning Area, including buildings, structures, paved areas, roadways, utilities, and other improvements. Daily activities associated with the operation of these land uses would generate criteria air pollutant and precursor emissions from mobile, energy, and area sources. While the PCAPCD and City policies and regulations would reduce construction-related emissions, the effectiveness of these measures would depend on the number and extent of strategies feasible to incorporate in any given project. Because the timing and level of construction activities, and specific projects to be implemented, each year is unknown, it is not possible to estimate the extent to which the reduction strategies would result in emission reductions. Therefore, implementation of the proposed General Plan Update could combine with cumulative emissions and hamper implementation of the applicable air quality plan and result in a cumulatively considerable net increase of criteria air pollutants for which the project region is designated a nonattainment area under an applicable federal or state ambient air quality standard.

Finding: Changes or alterations have been required in, or incorporated into, the proposed project that avoid or substantially lessen the significant cumulative environmental effect as identified in the Final EIR. However, there are no additional feasible mitigation measures that would reduce the impact to a less-than-cumulatively considerable level; therefore, the cumulative impact would be **significant and unavoidable**.

This City Council chooses to approve the project because, in its view, the economic, social, technological, and other benefits resulting from the project substantially outweigh the significant and unavoidable cumulative impacts associated with construction-related emissions that exceed PCAPCD significance thresholds, per the Statement of Overriding Considerations discussed below.

Generation of Long-Term Operational Emissions of Criteria Air Pollutants and Precursors for Which the Project Region is in Nonattainment, and Conflict with or Obstruct an Air Quality Plan

The proposed General Plan Update will generate long-term operational emissions that exceed PCAPCD significance thresholds. PCAPCD currently enforces several rules and regulations that would reduce the long-term operational impacts described in Section 4.4-1. Rules that establish emissions standards for various commercial and industrial emission sources (e.g., internal combustion engines, gasoline dispensing facilities, water heaters and boilers) and ROG concentrations in architectural coatings would help reduce operational emissions. In addition, vehicle emission standards established by ARB, such as the Low Emissions Vehicle Program and On-Road Heavy-Duty Program would help reduce long-term mobile source emissions. Even with adherence to General Plan policies and Specific Plan mitigation, operational emissions from implementation of the General Plan could still result in a net increase of criteria air pollutant emissions that could exceed PCAPCD-recommended thresholds of significance. In addition, mitigation measures would add new General Plan implementation measures to reduce operational emissions of criteria air pollutants from development projects within the Planning Area.

PCAPCD rules and regulations, City policies and implementation measures, and mitigation measures would reduce criteria air pollutant emissions. However, because the specific development projects within the Planning Area cannot be defined at the time of this analysis, precise effectiveness of these measures cannot be determined. Such emissions could exceed or contribute substantially to an existing or projected air quality violation and/or expose sensitive receptors to substantial pollutant concentrations. In addition, these emissions could conflict with or obstruct implementation of the applicable air quality plan. There are no additional feasible mitigation measures available to address this impact.

Finding: Changes or alterations have been required in, or incorporated into, the proposed project that avoid or substantially lessen the significant cumulative environmental effect as identified in the Final EIR. However, there are no additional feasible mitigation measures that would reduce the impact to a less-than-cumulatively considerable level. The impact of the proposed General Plan Update on air quality due to long-term operations of development accommodated by the General Plan would be **cumulatively significant and unavoidable**.

This City Council chooses to approve the project because, in its view, the economic, social, technological, and other benefits resulting from the project substantially outweigh the cumulatively significant and

unavoidable impacts associated with operational emissions that exceed PCAPCD thresholds, per the Statement of Overriding Considerations discussed below.

Expose Sensitive Receptors to Substantial Pollutant Concentrations (long-term operation only)

Existing TAC sources in the Planning Area include mobile sources, stationary sources, and areawide sources, which all cumulatively contribute to the existing TAC concentrations and the associated health risk. Mobile sources are dispersed on roadways throughout the Planning Area, which are generated, in part, by existing and planned uses throughout the region. SR 65 and I-80 both handle heavy-duty diesel trucks with emissions that can expose residents and other adjacent sensitive receptors to TACs. Future development anticipated under SACOG's MTP/SCS would involve substantial development that would further increase traffic along main regional roadways. The proposed General Plan Update would generate additional long-term operational TACs that would contribute substantially to regional TAC emissions and potential health issues.

Finding: Changes or alterations have been required in, or incorporated into, the proposed project that avoid or substantially lessen the significant cumulative environmental effect as identified in the Final EIR. However, there are no additional feasible mitigation measures that would reduce the impact to a less-than-cumulatively considerable level. The proposed General Plan Update would have a **significant and unavoidable cumulative impact** due to the operation of development accommodated under the General Plan.

This City Council chooses to approve the project because, in its view, the economic, social, technological, and other benefits resulting from the project substantially outweigh the cumulatively significant and unavoidable impacts related to exposure of sensitive receptors to TACs, per the Statement of Overriding Considerations discussed below.

GREENHOUSE GAS EMISSIONS

Impact 4.5-1: Generation of Greenhouse Gas Emissions or Conflict with an Applicable Plan, Policy, or Regulation Adopted for the Purpose of Reducing the Emissions of GHGs.

Buildout of the General Plan would involve land use change and construction and operation of public facilities and infrastructure that would result in construction and operational GHG emissions. Both existing General Plan goals and policies that are not proposed for revision and goals and policies that would be revised as a part of the proposed General Plan Update would reduce GHG emissions from activities in the Planning Area. Implementation of existing General Plan Air Quality General Policy 4; Bikeways/Trails Policy 2; Residential Energy Efficiency and Conservation Goal 1 and Policies 1, and 2; Water and Energy Conservation Policies 3, 7, and 8 (listed previously in the Regulatory Framework section, and which have been renumbered for the proposed General Plan Update), as well as revised proposed General Plan Update Goals AQ1.3–1.8 and Policies AQ1.1, 1.3, 1.6, 1.7, 1.9–1.19 and 1.22; Goal CIRC3 and Policies 3.1, and 3.6; Goal CIRC4 and Policies CIRC4.1–4.6; and Policy CIRC5.1; Goal CIRC6.1 and Policies CIRC6.1 and 6.2; Policies LU2.1–2.6, 3.4, 7.2, and 8.10; Policy PF4.6; Goals PF9.1 and 9.2 and Policies PF9.1, 9.4, 9.5, 9.8, and 9.9, would reduce GHG emissions.

Land Use Element policies provide for the integration of existing and proposed land uses to create a land use mix and development pattern that results in reduced VMT due to accommodation of alternative modes of transportation and accessibility of services in proximity to relevant residential and employment centers. Goals and policies from the Circulation Element promote alternative modes of transportation and expansion of the use of such systems and require plan amendments and projects not included in existing adopted plans to achieve a VMT rate consistent with the MTP/SCS. The Air Quality and Climate Change Element contains policies that would reduce criteria emissions or substantial pollutant concentrations, but would also reduce GHG emissions. Air Quality and Climate Change Element policies would promote and incent low emissions vehicles and associated charging infrastructure, and encourage energy efficient project design for new construction and retrofit of existing structures.

Implementation of the proposed General Plan Update would encourage transportation and energy efficiencies within the Planning Area that would reduce the rate of GHG emissions. However, because there are many important factors about the character and location of future development, and the demographic characteristics of future households and employees within the Planning Area, the overall competitiveness of transit compared to driving throughout the region, the cost of fuel, and other factors, the degree to which General Plan Update policies and implementation measures will reduce emissions is currently unknown. Consequently, emissions from implementation of the proposed General Plan Update could still result in a net increase of GHG emissions that could exceed the local GHG emissions efficiency threshold of significance identified in Section 4.5.4.2, which represents the City's share of emissions reduction to be in alignment with State and regional plans to reduce GHG emission. Therefore, implementation of the proposed General Plan Update could result in the generation of GHG emissions at a level that may have a significant impact on the environment and conflict with State GHG emission targets adopted for the purpose of reducing the emissions of GHGs. Therefore, this impact is **cumulatively considerable**.

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.

Finding: The City Council finds that changes or alterations have been required in, or incorporated into, the project which would avoid or substantially lessen the significant cumulative environmental effect associated with GHG emissions as identified in the Final EIR.

Implementation of Mitigation Measure 4.5-1a (Mitigation Measure 4.4-2a), as detailed in Impact 4.4-2 of Section 4.4, “Air Quality,” of the Draft EIR would require projects that could have a potentially significant effect to incorporate applicable PCAPCD standard operational mitigation measures. Among other actions, the PCAPCD-identified standard operational measures include actions that would reduce area, energy, and mobile source emissions associated with building operations and transportation activities within the Planning Area, thereby also reducing operational GHG emissions. Implementation of Mitigation Measure 4.5-1b (Mitigation Measure 4.3-1) would substantially reduce VMT directly and indirectly, and mobile sources are the largest part of the City’s existing inventory and future forecast GHG emissions. Implementation of Mitigation Measure 4.5-1c would require implementation of all feasible measures and design features to minimize GHG emissions associated with area, energy, land use and transportation, water and waste emissions sources. Mitigation Measure 4.5-1c has been incorporated as a General Plan Implementation Measure.

Implementation of these mitigations measures during future improvements associated with buildout of the General Plan, for both existing and new development, would result in a reduction of GHG emissions compared to the estimated emissions shown in Table 4.5-5 in Section 4.5, “Greenhouse Gas Emissions,” of the Draft EIR. However, the precise effectiveness of these measures cannot be determined, and GHG emissions could still exceed the significance threshold. As detailed in Section 4.5.4.2, “Thresholds of Significance,” of the Draft EIR this threshold was identified as the local GHG efficiency rate that would be required in the year 2035, the planning horizon for the General Plan, to align with statewide emissions reduction legislation and applicable executive orders for the target year and ensure that the City meets its share of the State’s GHG reduction mandates, considering the types of projects to be implemented under the General Plan and the specific location of the Planning Area. Therefore, implementation of the proposed General Plan Update could generate GHG emissions, either directly or indirectly, that may conflict with applicable State plans, policies, and regulations adopted for the purpose of reducing the emissions of GHGs and could contribute substantially to the cumulatively considerable impact climate

change on the environment. There are no additional feasible mitigation measures available to address this impact. This impact is **significant and unavoidable**.

This City Council chooses to approve the project because, in its view, the economic, social, technological, and other benefits resulting from the project substantially outweigh the significant and unavoidable cumulative impacts associated with GHG emissions, per the Statement of Overriding Considerations discussed below.

NOISE AND VIBRATION

Long-Term Noise: Operational Traffic Noise

Development forecast under the MTP/SCS would generate and attract vehicular travel along roadways located throughout the region, including within and near the Planning Area, which would combine with traffic associated with development in the Planning Area to increase vehicular traffic noise in areas directly adjacent to roadways. As explained in Section 4.6 of the EIR for roadways within the Planning Area, the traffic volumes used to estimate future noise levels include traffic contributed by developments outside the Planning Area. Buildout of the General Plan would involve a substantial amount of additional new future development and associated travel demand within the Planning Area. The residences and other sensitive land uses located along the region's roadways that would be affected by buildout of the General Plan are currently affected by existing traffic noise. Traffic associated with buildout of General Plan, along with regional growth will increase noise levels along regional thoroughfares. While in most cases, the increase in noise levels attributable to traffic associated with buildout of the General Plan would be imperceptible, as shown in Table 4.6-9 (please see Section 4.6 of the EIR, "Noise and Vibration"), traffic associated with buildout of the General Plan and regional growth is expected to increase noise levels along City streets and regional thoroughfares throughout the Planning Area, and the traffic noise level increase would be substantial in some areas compared to existing conditions. Mitigation to offset this impact is available in future development areas because setbacks, walls, and other features can be incorporated into development designs, but in many existing areas of the City mitigation is infeasible.

Finding: The City Council finds that changes or alterations have been required in, or incorporated into, the project which would avoid or substantially lessen the significant cumulative environmental effect associated with long-term operational traffic noise as identified in the Final EIR. However, there are no additional feasible mitigation measures that would reduce the impact to a less-than-cumulatively considerable level; therefore, the cumulative impact would be **significant and unavoidable**.

This City Council chooses to approve the project because, in its view, the economic, social, technological, and other benefits resulting from the project substantially outweigh the cumulatively significant and unavoidable impacts associated with the long-term operational traffic noise, per the Statement of Overriding Considerations discussed below.

Long-Term Noise: Stationary Sources

Noise sources associated with regional planning efforts in the SACOG region include 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. Noise sources that are adjacent to one another could combine to increase cumulative noise levels. However, stationary noise sources within the Planning Area would not generally combine with noise sources outside the Planning Area to create a cumulative increase in stationary noise. Ambient noise is increasing in urbanized areas over time as a result of increased development, and because cumulative noise increases could occur where site-specific projects are in close proximity to one another, cumulative regional planning efforts would result in a **cumulatively significant** impact.

Finding: The City Council finds that changes or alterations have been required in, or incorporated into, the project which would avoid or substantially lessen the significant cumulative environmental effect associated with long-term noise from stationary sources as identified in the Final EIR. However, there are no additional feasible mitigation measures that would reduce the impact to a less-than-cumulatively considerable level; therefore, the cumulative impact would be **significant and unavoidable**.

This City Council chooses to approve the project because, in its view, the economic, social, technological, and other benefits resulting from the project substantially outweigh the cumulatively significant and unavoidable impacts associated with the long-term noise from stationary sources, per the Statement of Overriding Considerations discussed below.

BIOLOGICAL RESOURCES

Special-Status Plants, Loss or Degradation of Riparian Habitat/Sensitive Natural Communities or Wetlands and Other Waters

Cumulative regional development will result in the loss of more than half of the vernal pool and wetland habitat area in the PCCP, most of the grassland habitat, and significant portions of other habitats.

Full buildout of the General Plan would allow conversion of 3,025 acres of annual grassland, 141 acres of oak woodland/savannah, 251 acres of riparian woodland/wetlands, 53 acres of vernal pool complexes, and 3 acres of open water, for a total of 3,473 acres of habitat loss. This habitat loss could result in loss of special-status plants either through direct removal or through habitat degradation. Furthermore, development in these areas could result in removal of vegetation or further habitat degradation from pollutants transported by urban runoff, changes in vegetation as a result of changes in land use and management practices, as well as altered site hydrology from the construction of adjacent urban development and roadways. The loss of this habitat will contribute to cumulative habitat losses in the region, and the impact of the proposed General Plan Update on special-status plant species would be **cumulatively significant**.

Finding: The City Council finds that changes or alterations have been required in, or incorporated into, the project which would avoid or substantially lessen the significant environmental effect associated with

the loss of special-status plants and plant habitat as identified in the Final EIR. However, there are no additional feasible mitigation measures that would reduce the impact to a less-than-cumulatively considerable level; therefore, the cumulative impact would be **significant and unavoidable**.

This City Council chooses to approve the project because, in its view, the economic, social, technological, and other benefits resulting from the project substantially outweigh the cumulatively significant and unavoidable impacts associated with the loss of special-status plants and plant habitat, per the Statement of Overriding Considerations discussed below.

Loss of Habitat and Special-Status Wildlife Species

Regional planning is anticipated to result in the loss of significant habitat acreage in south Placer County, and could result in direct mortality of individuals. Therefore, the regional planning efforts considered in this cumulative analysis would result in cumulatively significant impacts.

Full buildout of the proposed General Plan Update would result in the permanent loss of habitat for special-status species, which are present within the Planning Area. Even with implementation of existing and proposed General Plan Update goals, policies, and mitigation measures, a substantial change in habitat conditions would result as a consequence of development, transitioning from a rural to an urban environment particularly in the northern and western portions of the Planning Area. The amount of undeveloped habitat available for wildlife use will decrease as development occurs and as the amount of habitat decreases, wildlife species that are incompatible with urban development will be displaced. Development in the Planning Area would result in the loss of substantial grasslands and cropland, both of which provide habitat for many special status species. In addition, direct mortality of individuals could also occur. The impact of the proposed General Plan Update on special-status wildlife species would be **cumulatively significant**.

Finding: The City Council finds that changes or alterations have been required in, or incorporated into, the project which would avoid or substantially lessen the significant cumulative environmental effect associated with loss of sensitive habitats and special-status wildlife species as identified in the Final EIR. However, there are no additional feasible mitigation measures that would reduce the impact to a less-than-cumulatively considerable level; therefore, the cumulative impact would be **significant and unavoidable**.

This City Council chooses to approve the project because, in its view, the economic, social, technological, and other benefits resulting from the project substantially outweigh the cumulatively significant and unavoidable impacts associated with the loss of sensitive habitats and special-status wildlife species, per the Statement of Overriding Considerations discussed below.

CULTURAL AND TRIBAL CULTURAL RESOURCES

Development of projects and plans in the region has the potential to result in the discovery of undocumented subsurface cultural resources or unmarked historic-era or prehistoric Native American burials. The impact on archaeological deposits, human remains, tribal cultural resources, and potential historic resources would be substantial given the past extent of urban development, and anticipated gains

in population, jobs, and housing. Therefore, the regional planning efforts would result in a potentially significant cumulative impact on cultural and tribal cultural resources.

Future development and infrastructure improvements associated with buildout of the General Plan could result in significant impacts to resources through either direct physical impacts or by indirect impacts. Direct physical impacts would result from activity such as excavation, demolition, grading, or ground compaction required for construction of new land uses. Indirect impacts would occur if these activities change the setting in a way that diminishes the integrity of a resource.

Ground-disturbing construction would result from buildout of property in areas where the City anticipates infill development will happen during the planning horizon, as well as in the Specific Plan Areas. The goals, policies, and mitigation measures in the proposed General Plan Update will minimize the severity of significant impacts associated with the above described changes; however, impacts to cultural and tribal cultural resources cannot altogether be avoided. Therefore, the proposed General Plan Update would combine with impacts occurring in the broader region and result in a **cumulatively significant** impact.

Finding: The City Council finds that there are no feasible changes or alterations that could be incorporated into the project to avoid the significant cumulative environmental effect as identified in the Final EIR. As a result, impacts would remain **cumulatively significant and unavoidable**.

This City Council chooses to approve the project because, in its view, the economic, social, technological, and other benefits resulting from the project substantially outweigh the significant and unavoidable cumulative impacts associated with disturbance and destruction of cultural and tribal cultural resources, per the Statement of Overriding Considerations discussed below.

UTILITIES AND SERVICE SYSTEMS

Indirect Short-Term Impacts Related to Construction of the Ophir Water Treatment Plant

Long-term water treatment plant capacity would be provided by the construction of the Ophir water treatment plant by the Placer County Water Agency. The findings of the Ophir water treatment plant EIR were that construction-related activities (including site grading) would generate short-term emissions of criteria pollutants, including suspended and inhalable particulate matter and equipment exhaust emissions, which would adversely affect air quality. These impacts to air quality were determined to be cumulatively significant and unavoidable. Because buildout of the General Plan would contribute to the need to develop the Ophir water treatment plant, new development under the General Plan would contribute to the cumulatively significant and unavoidable construction-related air quality impacts. There are no additional feasible mitigation measures that could be imposed by the City to further mitigate these short-term impacts from construction of the Ophir water treatment plant. Therefore, indirect impacts from the proposed General Plan Update with regard to new water treatment facilities would be **cumulatively significant**.

Finding: The City Council finds that there are no feasible changes or alterations that could be incorporated into the project to avoid the significant cumulative environmental effect as identified in the Final EIR. As a result, impacts would remain **cumulatively significant and unavoidable**.

This City Council chooses to approve the project because, in its view, the economic, social, technological, and other benefits resulting from the project substantially outweigh the indirect cumulatively significant and unavoidable impacts related to expansion of the Ophir water treatment plant, per the Statement of Overriding Considerations discussed below.

AESTHETICS

Degradation of Visual Character/Increased Light and Glare

Buildout of the General Plan would incrementally contribute to changes in regional visual character and lighting. The proposed General Plan Update would be consistent with the City's Zoning Ordinance and Municipal Code, all of which contain specific, enforceable provisions related to the preservation of open space, high-quality architectural design, building setbacks and height requirements, landscaping, signage, and lighting. Regardless, buildout of the General Plan would result in a change in visual character, particularly in the non-urbanized northern and western portions of the Planning Area. No feasible mitigation beyond the policies and programs of the proposed General Plan Update and compliance with the City's Community Design Guidelines is available that could fully address impacts associated with the change to the existing visual character, particularly in the non-urbanized areas. Therefore, the proposed General Plan Update would result in a cumulatively significant and unavoidable impact due to changes in visual character.

Site-specific projects envisioned under the proposed General Plan Update would result in additional light and glare and skyglow effects. Compliance with the City's Community Design Guidelines would help to reduce light and glare effects. Implementation of Mitigation Measure 4.14-3 would result in the addition of a new policy to the proposed General Plan Update that would require all new development to control artificial lighting to avoid spill-over lighting and preserve the night sky, and to use anti-reflective architectural materials and coatings to prevent glare. No feasible mitigation beyond the policies and programs of the proposed General Plan Update is available that could fully address impacts associated with the contribution of nighttime lighting and daytime glare, while also accommodating long-term growth needs of the City. Therefore, the proposed General Plan Update would result in a **cumulatively significant** impact from new sources of light and glare.

Finding: The City Council finds that there are no additional feasible changes or alterations that could be incorporated into the project to avoid the significant cumulative environmental effect as identified in the Final EIR; therefore, the cumulative impact would be **significant and unavoidable**.

This City Council chooses to approve the project because, in its view, the economic, social, technological, and other benefits resulting from the project substantially outweigh the cumulatively significant and unavoidable impacts associated with changes in existing visual character and increase in light and glare, per the Statement of Overriding Considerations discussed below.

XIV. LEGAL EFFECT OF FINDINGS

These findings constitute the City’s best efforts to set forth the evidentiary and policy bases for its decision to approve the proposed project in a manner consistent with the requirements of CEQA. To the extent that these findings conclude that various mitigation measures outlined in the Final EIR are feasible and have not been modified, superseded or withdrawn, the City hereby binds itself to implement these measures. These findings, in other words, are not merely informational, but rather constitute a binding set of obligations that will come into effect when the City adopts a resolution approving the proposed project.

XV. MITIGATION MONITORING AND REPORTING PROGRAM

As required by Public Resources Code Section 21081.6, and Sections 15091(d) and 15097 of the CEQA Guidelines, the City, in adopting these findings, also adopts a MMRP (in this case, there is no separate MMRP – the MMRP is incorporated into the General Plan itself, as explained more fully below). The MMRP is designed to ensure that the City and any other responsible parties, implement the adopted mitigation measures.

The Draft EIR includes General Plan policies and implementation measures to address environmental impacts. As discussed throughout the Draft EIR, the uniformly applied development policies (in the form of General Plan policies and implementation measures), would substantially mitigate each environmental effect. When the project is a general plan or other plan-level document, the monitoring plan may be the annual plan implementation report required by statute, such as a report on general plan status (CEQA Guidelines Section 15097[b]). Thus, the City’s annual plan implementation report on the status of the 2035 General Plan will serve as the basis for its MMRP (CEQA Guidelines Section 15097[b]). As such, the City will not require a separate MMRP for the 2035 General Plan Update policies and implementation measures.

XVI. PROJECT ALTERNATIVES

A. BASIS FOR ALTERNATIVES

Public Resources Code Section 21002 provides that “public agencies should not approve projects as proposed if there are feasible alternatives or feasible mitigation measures available which would substantially lessen the significant environmental effects of such project[s].” When a lead agency finds, even after the adoption of all feasible mitigation measures, that a project will still cause one or more significant environmental effects that cannot be substantially lessened or avoided, it must, prior to approving the project as mitigated, first determine whether there are any project alternatives that are feasible and that would substantially lessen or avoid the project’s significant impacts. An alternatives analysis was completed and included in the Final EIR.

CEQA Guidelines section 15126.6, subdivision (f) states that the range of alternatives required in an EIR is governed by a “rule of reason” which requires the EIR to set forth only those alternatives necessary to

permit a reasoned choice. Further, CEQA Guidelines section 15126, subdivision (a) requires that an EIR describe a reasonable range of alternatives that would “feasibly obtain most of the basic project objectives” but would avoid or substantially lessen any of the significant environmental effects of the project and evaluate the comparative merits of the alternatives.

B. ALTERNATIVES CONSIDERED AND DISMISSED FROM FURTHER CONSIDERATION

Grounds for a conclusion of infeasibility might be the failure of an alternative to fully satisfy project objectives deemed to be important by decision-makers, or the fact that an alternative fails to promote policy objectives of concern to such decision-makers (*California Native Plant Society v. City of Santa Cruz*, supra, 177 Cal.App.4th at pp. 992, 1000-1003). It is well established under CEQA that an agency may reject alternatives based on economic infeasibility (*Foundation for San Francisco’s Architectural Heritage v. City and County of San Francisco* [1980] 106 Cal.App.3d 893, 913-914; *San Franciscans Upholding the Downtown Plan v. City and County of San Francisco* [2002] 102 Cal.App.4th 656, 774; *Association of Irrigated Residents v. County of Madera* [2003] 107 Cal.App.4th 1383, 1399-1400; *Sierra Club v. County of Napa* [2004] 121 Cal.App.4th 1490, 1510). In addition, the definition of feasibility encompasses “desirability” to the extent that an agency’s determination of infeasibility represents a reasonable balancing of competing economic, environmental, social, and technological factors supported by substantial evidence (*City of Del Mar v. City of San Diego* [1982] 133 Cal.App.3d 410, 417). The City identified the following alternative as infeasible.

GENERAL PLAN SCENARIO: NO GREENFIELD DEVELOPMENT

This alternative would change urban land use designations in new development areas to Urban Reserve and increase allowable density and non-residential development intensity throughout the Infill Area and the Riverside Gateway and Downtown Specific Plan Areas, and other Specific Plan Areas that are already developed.

If only infill areas were provided for development, this would provide an opportunity for approximately 3,200 to 3,800 additional housing units, 3 to 3.6 million square feet of additional non-residential development, and 8,000 to 10,000 new jobs. While this alternative may reduce the level of impacts identified in the EIR, it would not accommodate the population, housing, or employment growth necessary to support the City’s economic development objectives or provide a fair share of the regional housing need. Furthermore, all of the City’s greenfield development areas are within Development Agreements which do not expire until after the General Plan’s 2035 horizon year. Consequently, the City does not have the authority to redesignate any of this land as Urban Reserve; the Development Agreements vest the existing land use designations and development rights within the City’s greenfield areas. Therefore, the No Greenfield Development Alternative was rejected for further analysis because it is infeasible.

C. ALTERNATIVES CONSIDERED IN THE EIR

In identifying potentially feasible alternatives to the project, the ability of alternatives to meet most of the project's objectives identified in Section IV, "Project Description," was considered. The City finds that a good-faith effort was made to evaluate a reasonable range of potentially feasible alternatives in the EIR that are reasonable alternatives to the proposed project and could feasibly obtain most of the basic objectives of the proposed project, even when the alternatives might impede the attainment of the project's objectives and might be more costly. The alternatives analyzed in the Draft EIR are briefly described below and a comparative analysis of the environmental effects are presented in Table 2.

INFILL HOUSING ALTERNATIVE

The intent of this alternative is to decrease the rate of GHG emissions and VMT and associated adverse physical environmental effects. This alternative would amend the General Plan Land Use Map in the City's Infill area to allow up to 30 units per acre (a designation of High Density Residential 30) for underutilized multi-family areas which have existing multi-family zoning or land use designations. Underutilized multi-family areas are defined as those that currently have a land use designation of High Density Residential 20 or less (i.e., would allow 20 units per acre or less of residential use). Increasing the allowed densities in these existing multi-family areas would allow redevelopment or intensification, which would result in additional infill and multi-family residential development. This alternative would also involve an additional focus on non-vehicular transportation facility investments in infill locations around the additional multi-family residential development. This may include additional bicycle and pedestrian facilities and amenities, additional transit routes, types of transit (microtransit and/or on-demand transit options, for example), shorter transit headways, and other improvements that make daily non-vehicular travel more convenient and competitive with driving. This alternative would add approximately 1,400 multi-family dwelling units in the City's Infill Area, in addition to the development of 20,000 to 25,000 new housing units assumed under the proposed General Plan Update; this would result in approximately 21,400 to 26,400 total new housing units under this alternative, or approximately 5 to 7 percent more housing units under this alternative than under the proposed General Plan Update. The Infill Housing Alternative would maintain development assumptions in other locations within the Planning Area.

RELATIONSHIP TO PROJECT OBJECTIVES

The proposed General Plan Update new and revised goals, policies, and implementation measures would also occur under the Infill Housing Alternative. There would be no additional revisions or new goals, policies, or implementation measures under this alternative that are not identified as part of the proposed General Plan Update. The only exception to this would be that, under the Infill Housing Alternative, the General Plan would be revised to allow for the introduction of additional infill, multi-family housing development. This alternative meets the basic project objectives.

REDUCED GROWTH ALTERNATIVE

The intent of this alternative is to decrease the rate of GHG emissions and VMT and associated adverse physical environmental effects, and biological resources and cultural resources impacts associated with conversion of open space to developed use.

This alternative would reduce 2035 buildout to the amounts identified by SACOG for Roseville in the 2020 MTP/SCS. Under this alternative the City would add 17,460 housing units and 20,680 jobs by 2035. Instead of assuming that the General Plan would be built out by the General Plan horizon year of 2035, the Planning Area would experience development in areas with existing infrastructure (roadways, sewer, water, drainage, etc.), and areas without existing infrastructure would develop after 2035. Under this alternative, the land use change that would occur by 2035 would focus on existing developed areas, including the “Center and Corridor” and “Established” Community types identified in the MTP/SCS – for employment, 92 percent of the new jobs would be in Center and Corridor and Established Communities and 60 percent of the new dwelling units added by 2035 would be in Center and Corridor and Established Communities.

Instead of the additional 20,000 to 25,000 housing units and 38,000 to 68,000 new jobs under the proposed General Plan Update assumed to occur by 2035, this alternative would result in an approximate 21 percent reduction in housing units and a 46 to 70 percent reduction in new jobs by 2035 (i.e., there would be 4,500 fewer housing units and 17,320–47,320 fewer jobs).

RELATIONSHIP TO PROJECT OBJECTIVES

The proposed General Plan Update new and revised goals, policies and implementation measures would also occur under this alternative. There would be no additional revisions or new goals, policies, or implementation measures under this alternative that are not identified as part of the proposed General Plan Update. This alternative meets the basic project objectives.

NO PROJECT ALTERNATIVE

The purpose of this alternative is to allow decision makers to compare the impacts of approving the proposed project with the impacts of not approving the proposed project. CEQA Guidelines (Section 15126.6[e]) requires consideration of a No Project Alternative that represents the existing conditions, as well as what would reasonably be expected to occur in the foreseeable future if the project were not approved. When a project involves the revision of an existing plan, the No Project Alternative should reflect continuation of the existing plan.

The City has a General Plan, which was last amended in 2016, and which has been used to guide development and conservation efforts since that time. Most of the new development in the City would be guided by Specific Plans, most of which are the subject of adopted development agreements. The No Project Alternative would consist of the continuation of the existing General Plan with no revisions. The existing General Plan includes the same level of development as would occur under the proposed General Plan Update.

RELATIONSHIP TO PROJECT OBJECTIVES

The No Project Alternative would not attain any of the City’s objectives. There would be no content revisions to the existing General Plan goals, policies, and implementation measures, and no new General Plan goals, policies, and implementation measures, all of which have been developed under the proposed General Plan Update to help reduce VMT, provide more detailed and updated implementation measures that can reduce potential impacts, comply with State law changes, and provide additional clarity in General Plan language. There would be no revisions to policies that would help to facilitate infill development, such as Policies LU2.3, LU2.5, LU3.1, LU3.3, LU3.4, AQ1.13, PR 1.5, PR1.6, and PF.23.

D. FINDING

Table 2 provides a summary comparison of the environmental impacts of the Infill Housing Alternative, the Reduced Growth Alternative, and the No Project Alternative to the environmental impacts of the proposed General Plan Update. The Infill Housing Alternative meets the basic project objectives; however, the Infill Housing Alternative has 24 increased impacts compared to the proposed General Plan Update and only one reduced impact. The Reduced Growth Alternative meets the basic project objectives, and the Reduced Growth Alternative has 40 reduced impacts and one increased impact. The No Project Alternative does not attain any of the City’s project objectives and has no reduced impacts and 10 increased impacts.

CEQA requires that, among the alternatives, an “environmentally superior” alternative be identified and that the reasons for such selection be disclosed. The environmentally superior alternative is the alternative that would generate the fewest or least severe adverse impacts. Therefore, the Reduced Growth Alternative is environmentally superior. However, this alternative would reduce 2035 buildout to the amounts identified by SACOG for Roseville in the 2020 MTP/SCS. Instead of the additional 20,000 to 25,000 housing units and 38,000 to 68,000 new jobs under the proposed General Plan Update assumed to occur by 2035, this alternative would result in an approximate 21 percent reduction in housing units and a 46 to 70 percent reduction in new jobs by 2035 (i.e., there would be 4,500 fewer housing units and 17,320–47,320 fewer jobs).

Based on impacts identified in the EIR and throughout this findings document, the City finds that the General Plan Update is the most desirable, feasible, and appropriate, and rejects other alternatives and other combinations and/or variations of alternatives as infeasible.

Table 2 Comparison of Impacts of the Alternatives to the Proposed Project				
Topic Area	Proposed General Plan Update	Infill Housing Alternative	Reduced Growth Alternative	No Project Alternative
Land Use and Agriculture				
Physically Divide an Established Community	Less than Significant	Similar	Similar	Similar
Conflict with an Applicable Land Use Plan, Policy or Regulation	Less than Significant	Similar	Similar	Similar

Table 2 Comparison of Impacts of the Alternatives to the Proposed Project				
Topic Area	Proposed General Plan Update	Infill Housing Alternative	Reduced Growth Alternative	No Project Alternative
Conflict with Existing Agricultural Operations	Less than Significant	Similar	Reduced	Similar
Population and Housing				
Induce Substantial Unplanned Population Growth	Less than Significant	Similar	Similar	Similar
Displace a Substantial Number of Existing People or Housing	Less than Significant	Similar	Similar	Similar
Transportation				
Vehicle Miles Traveled	Significant and Unavoidable	Similar	Reduced	Greater
Level of Service	Informational Only. Operations are consistent with City policy	Similar	Similar	Similar
Roadway Design Hazards	Less than Significant	Similar	Similar	Similar
Transit, Bicycles, and Pedestrians	Less than Significant	Reduced	Similar	Similar
Air Quality				
Construction-related Emissions of Criteria Air Pollutants / Conflicts with Air Quality Plans	Significant and Unavoidable	Greater	Reduced	Similar
Operational Emissions of Criteria Air Pollutants / Conflicts with Air Quality Plans	Significant and Unavoidable	Greater	Reduced	Greater
Emissions of Toxic Air Contaminants	Construction: Less than Significant Operations: Significant and Unavoidable	Construction: Similar Operations: Greater	Construction: Similar Operations: Greater	Construction: Greater Operations: Greater
CO Hotspots	Less than Significant	Similar	Similar	Similar
Odorous Emissions	Significant and Unavoidable	Slightly Greater	Reduced	Greater
Greenhouse Gas Emissions				
Generation of Greenhouse Gas Emissions	Significant and Unavoidable	Similar	Reduced	Greater
Noise and Vibration				
Construction Noise	Significant and Unavoidable	Greater	Reduced	Similar
Operational Noise	Significant and Unavoidable	Greater	Reduced	Similar
Vibration	Less than Significant	Greater	Similar	Greater
Geology, Soils, and Paleontological Resources				
Strong Seismic Ground Shaking	Less than Significant	Slightly Greater	Reduced	Similar
Soil Erosion	Less than Significant	Slightly Greater	Reduced	Similar

Table 2 Comparison of Impacts of the Alternatives to the Proposed Project				
Topic Area	Proposed General Plan Update	Infill Housing Alternative	Reduced Growth Alternative	No Project Alternative
Unstable and Expansive Soils	Less than Significant	Slightly Greater	Reduced	Similar
Unique Paleontological Resources	Less than Significant with Mitigation Incorporated	Similar	Reduced	Greater; Significant
Biological Resources				
Special-Status Plants	Less than Significant with Mitigation Incorporated	Similar	Reduced	Similar
Special-Status Wildlife	Less than Significant with Mitigation Incorporated	Similar	Reduced	Similar
Riparian Habitat/Sensitive Natural Communities	Less than Significant with Mitigation Incorporated	Similar	Reduced	Similar
Wetlands and Other Waters	Less than Significant with Mitigation Incorporated	Similar	Reduced	Similar
Wildlife Movement Corridor/Nursery Sites	Less than Significant with Mitigation Incorporated	Similar	Reduced	Similar
Local Biological Preservation Ordinances	Less than Significant	Slightly Greater	Reduced	Similar
Habitat Conservation Plans	Less than Significant	Similar	Similar	Similar
Cultural and Tribal Cultural Resources				
Historic Resources	Significant and Unavoidable	Similar	Reduced	Similar
Archaeological Resources	Significant and Unavoidable	Similar	Reduced	Similar
Human Remains	Significant and Unavoidable	Similar	Similar	Similar
Tribal Cultural Resources	Significant and Unavoidable	Similar	Reduced	Similar
Hazards and Hazardous Materials				
Use, Transport, Disposal, and Accidental Spills	Less than Significant	Slightly Greater	Reduced	Similar
Hazardous Materials Within One-Quarter Mile of a School	Less than Significant	Slightly Greater	Reduced	Similar
Hazardous Materials Sites	Less than Significant	Greater	Reduced	Similar
Emergency Response and Evacuation Plans	Less than Significant	Greater	Reduced	Similar
Urban and Wildland Fires	Less than Significant	Similar	Reduced	Similar
Public Services and Recreation				
Police Protection	Less than Significant	Similar	Reduced	Similar
Fire Protection	Less than Significant	Similar	Reduced	Similar
Schools	Less than Significant	Greater	Reduced	Similar
Parks	Less than Significant	Greater	Reduced	Similar
Public Utilities				
Water Supply	Less than Significant	Greater	Reduced	Similar
Wastewater	Less than Significant direct; Significant and Unavoidable indirect	Greater	Reduced	Similar

Table 2 Comparison of Impacts of the Alternatives to the Proposed Project				
Topic Area	Proposed General Plan Update	Infill Housing Alternative	Reduced Growth Alternative	No Project Alternative
Solid Waste	Less than Significant	Greater	Reduced	Similar
Hydrology and Water Quality				
Violation of Water Quality Standards or Waste Discharge Requirements or Conflict with a Water Quality Control Plan	Less than Significant	Greater	Reduced	Similar
Groundwater Recharge / Sustainable Groundwater Management Plan	Less than Significant	Similar	Reduced	Similar
Alteration of Drainages – Erosion	See “Geology, Soils, and Paleontological Resources – Soil Erosion”			
Alteration of Drainages – Runoff, Pollutants, and Flooding	Less than Significant	Greater	Reduced	Similar
Release of Pollutants in Flood Hazard Zones	Less than Significant	Greater	Reduced	Similar
Aesthetics				
Scenic Vistas	Less than Significant	Similar	Similar	Similar
Visual Character and Quality	Significant and Unavoidable	Similar	Reduced: Less than Significant	Similar
Light and Glare	Significant and Unavoidable	Slightly Greater	Reduced	Greater
Energy				
Energy Consumption	Less than Significant	Similar	Reduced	Greater
Conflict with Energy Plans	Less than Significant	Similar	Similar	Similar
Source: Data compiled by AECOM in 2020				

XVII. STATEMENT OF OVERRIDING CONSIDERATIONS

In determining whether to approve a project, CEQA requires all public agencies to balance the benefits of a project against its unavoidable environmental impacts. The City Council approves the 2035 General Plan Update despite the significant unavoidable adverse impacts identified in the EIR. The EIR consists of the Draft EIR and the Draft EIR technical appendices, and the Final EIR text.

The Final EIR identifies and discusses unavoidable significant effects that would occur as a result of implementing the project, in addition to addressing comments received on the Draft EIR. With implementation of the MMRP (which is incorporated into the General Plan itself) adopted by the City to mitigate or avoid significant impacts on the environment, many of the environmental impacts of the project can be reduced to a less-than-significant level. The Final EIR determined that the proposed project

is expected to result in 14 significant and unavoidable impacts and significant and unavoidable cumulative impacts in 8 topic areas.

A. SIGNIFICANT AND UNAVOIDABLE IMPACTS OF THE PROJECT

The EIR identifies the following significant and unavoidable impacts for the proposed project in the following resource areas as identified in Chapter 4 of the Draft EIR:

- ▶ Transportation and Circulation (Impact 4.3-1)
- ▶ Air Quality (Impacts 4.4-1, 4.4-2, 4.4-3, and 4.4-5)
- ▶ Noise and Vibration (Impacts 4.6-1 and 4.6-2)
- ▶ Cultural and Tribal Cultural Resources (Impacts 4.9-1, 4.9-2, 4.9-3, and 4.9-4)
- ▶ Utilities and Service Systems (Impact 4.12-1)
- ▶ Aesthetics (Impacts 4.14-2 and 4.14-3)

The EIR identifies the following cumulatively considerable significant and unavoidable impacts for the Proposed Project in the following resource areas as identified in Chapter 5, “Other CEQA Considerations,” of the Draft EIR:

- ▶ Greenhouse Gas Emissions (Impact 4.5-1)
- ▶ Transportation
- ▶ Air Quality
- ▶ Noise and Vibration
- ▶ Biological Resources
- ▶ Cultural and Tribal Cultural Resources
- ▶ Utilities and Service Systems
- ▶ Aesthetics

B. BENEFITS OF THE PROJECT

Pursuant to Public Resources Code Section 21081 and Section 15093 of the CEQA Guidelines, the City Council of the City of Roseville adopts and makes the following statement of overriding considerations regarding the remaining significant unavoidable impact of the project, as discussed above, and the anticipated economic, social, and other benefits of the project.

The City Council finds and determines that (1) the majority of the significant impacts of the project will be reduced to acceptable levels by implementation of the mitigation measures recommended in these findings; (2) the City Council's approval of the project as proposed will result in one significant adverse environmental effect that cannot be avoided or reduced to a less-than-significant level even with the incorporation of all feasible mitigation measures into the project; and (3) there are no other feasible mitigation measures or feasible project alternatives that will further mitigate, avoid, or reduce to a less-than-significant level the remaining significant environmental effects.

In light of the environmental, social, economic, and other considerations identified in the findings above, and the considerations set forth below related to this project, this City Council chooses to approve the project because, in its view, the economic, social, technological, and other benefits resulting from the project substantially outweigh the project's significant and unavoidable adverse environmental effects.

The following statements identify the reasons why, in the City Council's judgment, the benefits of the project outweigh the significant and unavoidable impacts. The substantial evidence supporting the enumerated benefits of the project can be found in the preceding findings, which are herein incorporated by reference; in the project itself; and in the record of proceedings as defined above. Each overriding consideration set forth below constitutes a separate and independent ground for finding that the benefits of the project outweigh its significant adverse environmental effects and is an overriding consideration warranting approval.

- ▶ The General Plan Update revises goals, policies, and implementation measures, as appropriate, to address recent changes in State law.
- ▶ The General Plan Update includes updates for clarity and concision, making the document more understandable and implementable, and incorporates best practices for long-range planning.
- ▶ The General Plan Update provides a detailed estimate of existing and future GHG emissions associated with implementing the General Plan and feasible mitigating policies that would reduce emissions.
- ▶ The General Plan Update takes advantage of GHG reduction strategies that offer co-benefits, such as more practical bicycle, pedestrian, and transit mobility options; reductions in household and business transportation and utility costs; and improvements to air quality and public health.
- ▶ The General Plan Update identifies ongoing programs that reduce GHG emissions and incorporate such efforts as policy or implementation measures.
- ▶ The General Plan Update promotes building and transportation energy efficiency in new residential and commercial development through encouraging and incentivizing implementation measures early in the design and development process.
- ▶ The General Plan Update estimates of existing and future vehicular travel demand and identify feasible mitigating policies and implementation measures that would reduce vehicular travel demand.

- ▶ The General Plan Update includes revisions to policies and implementation measures, as appropriate, to ensure an appropriate balance between managing traffic congestion and facilitating infill development, promoting public health through active transportation, and reducing GHG emissions.
- ▶ The General Plan update adds a new Pedestrian Access component to the Circulation Element that is intended to increase the percentage of pedestrian trips in Roseville through establishment of a safe and continuous pedestrian network that provides connections between residential areas and commercial retail and services, employment, public services, parks, and public transit.
- ▶ The General Plan Update incorporates changes to the Noise Element that are more appropriate for current and future conditions in Roseville. Changes to the Noise Element will protect City residents from the harmful and annoying effects of exposure to excessive noise and protect the economic base of the City by preventing incompatible land uses from encroaching upon existing or planned noise-producing uses.
- ▶ The General Plan Update will ensure protection of Roseville's archaeological, historic, paleontological, and tribal cultural resources, and includes policies and implementation measures developed in consultation with Native American Tribal representatives.
- ▶ The General Plan Update integrates the environmental analysis and policy planning process to promote the City's planning, environmental, economic, and fiscal goals.
- ▶ Buildout of the General Plan could accommodate the construction 20,000 to 25,000 housing units to meet the needs of existing and future residents of Roseville, including affordable housing needs.
- ▶ Buildout of the General Plan Update will accommodate approximately 60 million square feet of non-residential building square footage that generates between 120,000 and 150,000 local jobs.

XVIII. CONCLUSION

Having reduced many of the effects of the project by adopting all feasible mitigation measures, and balancing the benefits of the project against the project's significant and unavoidable adverse environmental impact, the City Council hereby determines that the specific overriding social, environmental, and economic benefits of the project set forth above outweigh the potential unavoidable adverse effects of the project on the environment.

The City Council finds that each of the overriding considerations set forth above constitutes a separate and independent basis for finding that the benefits of the project outweigh the unavoidable adverse environmental effect, and warrants approval of the proposed General Plan Update.

XIX. REFERENCES

This Findings of Fact and Statement of Overriding Considerations includes all references used in Chapter 7, “References,” of the Draft EIR.

RESOLUTION NO. 20-318

AMENDING THE GENERAL PLAN TO COMPLY WITH NEW STATE PLANNING LAWS, THE 2017 GENERAL PLAN GUIDELINES, AND UPDATES TO THE CEQA GUIDELINES AND CASE LAW; REVISE OUTDATED INFORMATION; IMPROVE AND CLARIFY POLICY LANGUAGE; AND MAKE THE GENERAL PLAN MORE READABLE AND USER-FRIENDLY

WHEREAS, in 2017 City Council directed staff to proceed with an update to the General Plan; and

WHEREAS, updates to the General Plan are proposed to comply with new state planning laws, the 2017 general plan guidelines, updates to the CEQA Guidelines and case law, revise outdated information, improve and clarify policy language, and make the general plan more readable and user-friendly, as outlined in the Project Description section of the General Plan Update Environmental Impact Report; and

WHEREAS, the Planning Commission held a public hearing on the proposed updates to the General Plan on June 25, 2020; and

WHEREAS, on August 5, 2020, the City Council certified the General Plan Update Final Environmental Impact Report; and

WHEREAS, on August 5, 2020, the City Council held a public hearing at which time the proposed updates were considered; and

WHEREAS, the Council of the City of Roseville desires to approve said updates 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 updated General Plan (attached as Exhibit A) is hereby adopted.

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

The updated General Plan is available for review online at www.roseville.ca.us/GeneralPlan .

CITY OFFICIALS

CITY COUNCIL

Mayor John B. Allard II
Vice Mayor Krista Bernasconi
Councilmember Scott Alvord
Councilmember Pauline Rocucci
Councilmember Bruce Houdesheldt

PLANNING COMMISSION

Justin Caporusso, Chair
Erich Brashears, Vice Chair
~~Kristine Dohner~~ Tracy Librea
Robert Jensen
Charles Krafka
Jonathan Martin
Tracy Mendonsa

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Parks, Recreation & Libraries Director & Staff
Public Works Director & Staff
Police Chief & Staff
Roseville Electric Director & Staff

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Updated independently and available under separate cover.

Today, Roseville has evolved from what was considered a “bedroom community” in the 1970s to an urban center with a mix of residential and employment uses. Roseville has generally grown outward from its historic Downtown adjacent to the Union Pacific Rail Yard. As of ~~January 2019~~ May 2020, the City’s population was estimated at approximately ~~140,000~~ 145,163. The City has attracted a significant amount of non-residential development, including commercial, office, and industrial uses. The City and surrounding south Placer County area have been growing rapidly for the last few decades, and additional growth is anticipated during this General Plan’s planning horizon.

PLANNING AREA

The focus of the General Plan’s land use policy is on the City’s Planning Area, which includes areas within the City limits and areas within the City’s Sphere of Influence (shown in Figure I-1).

While the City’s incorporated area and Sphere of Influence are the primary focus of General Plan policies, there are some topics in the Plan that affect or are affected by conditions outside the Planning Area. For example, regarding air quality, the City is considering conditions throughout the Sacramento Valley Air Basin. For flood protection, the City examines existing and future conditions across entire drainage basins. In many other cases, such as solid waste and recycling, transportation, and wastewater treatment, the City coordinates with other agencies, promoting mutually beneficial strategies that extend beyond the City limits and Sphere of Influence.

PLAN DEVELOPMENT

Roseville’s first General Plan, consisting basically of a land use map, was adopted in 1963. The first comprehensive General Plan for the City was adopted in 1977.

Development of the 1992 General Plan involved an extensive process of public hearings and workshops. The focus of much of this effort revolved around the establishment of a General Plan Committee, an advisory group composed of representatives from the City’s seven commissions. The Committee’s work extended from November 1990 to May 1992. The Committee was assisted by staff from the City’s then Planning and Redevelopment Department.

The General Plan Committee was presented with issue papers for the General Plan Element areas and was asked to make policy recommendation for each General Plan Element. Draft General Plan Elements were then prepared based on the Committee’s direction. The General Plan Committee reviewed the draft Elements, made adjustments, and the document was released for public review, in conjunction with a General Plan Environmental Impact Report (EIR) in June of 1992.

The General Plan has been amended every time a new annexation area and/or Specific Plan is adopted. To date, the City has 14 adopted Specific Plans located within the City limits. These Specific Plans are incorporated as a part of the General Plan and should be referred to for specific requirements. Other more recent General Plan amendments include (but are not limited to) an amendment related to the adoption of the Bicycle Master Plan in 2008; amendments to the Circulation Element in 2007 after an update to the City’s Capital Improvement Program (CIP); the Westbrook amendment to the Sierra Vista Specific Plan in June 2012; the Fiddymont Ranch Phase 3 Specific Plan Amendment in February 2014; and the Hewlett Packard (HP) Campus Oaks amendment in 2015.

In addition, the recommendations of the City’s Growth Management Visioning Committee were incorporated into the Plan in 2005. This Committee met over the course of eight months to provide recommendations to the City Council on how the community should grow in the future. These recommendations were incorporated into the General Plan in October 2005.

The General Plan was also amended in 2008 to identify policies that would reduce greenhouse gas emissions.



ARCHAEOLOGICAL, HISTORICAL, CULTURAL, TRIBAL CULTURAL, AND PALEONTOLOGICAL RESOURCES

Goal OS4.1 Strengthen Roseville's unique identity through the protection of its archaeological, historic, paleontological, and tribal cultural resources.

- Policy OS4.1** Consult with local Native American Tribes that are traditionally and culturally affiliated with resources that could be affected by City plans or projects, identify areas that may be of cultural or tribal cultural significance, and determine appropriate treatment for the areas.
- Policy OS4.2** When items of historical, cultural, or archaeological significance are discovered within the City, a qualified archaeologist or historian shall be called to evaluate the find and to recommend proper action.
- Policy OS4.3** When feasible, incorporate significant archaeological and tribal cultural resource sites into open space areas.
- Policy OS4.4** The City shall coordinate with the appropriate federal, state, local agencies, and Native American Tribes upon discovery of artifacts. The City shall offer the Maidu Museum & Historic Site as a temporary housing location for artifacts that are discovered and subsequently determined to be "removable."
- Policy OS4.5** Preserve and enhance Roseville's historic qualities through the implementation of the Downtown and Riverside Gateway Specific Plans.
- Policy OS4.6** The preservation of buildings and other resources that have historical or architectural value should be preserved, considered, wherever feasible, and the City will encourage support willing private property owners to in the preserve preservation, and maintenance, in and/or renovation of significant historic resources, consistent with applicable Department of the Interior historic preservation standards.
- Policy OS4.7** Participate in countywide inventories of historical sites.
- Policy OS4.8** Encourage public activities, including the placement of monuments or plaques, that recognize and celebrate historic sites, structures, and events.
- Policy OS4.9** Pursue funding for cultural, archaeological, and historic programs and activities.
- Policy OS4.10** Provide opportunities for public awareness and education through coordination with the Roseville Historical Society, and local schools, and culturally affiliated California Native American tribes.
- Policy OS4.11** Provide guidance to construction personnel for recognizing paleontological resources and when items of paleontological significance are discovered within the City, a qualified paleontologist shall be called to evaluate the find and to recommend proper action.
- Policy OS4.12** The City will continue to coordinate with Native American Tribes that are traditionally and culturally affiliated with resources in the Planning Area on management of, and access to City properties that have Tribal Cultural Resources.

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SETTING

A discussion of parks and recreation would generally be included as a State law requirement in the Open Space Element of the General Plan. However, Roseville's commitment to providing a high level of public facilities and services has prompted the desire for a separate Parks and Recreation Element. Although separate, the Parks and Recreation Element is closely linked with the Open Space Element. Lands designated for parks and recreation uses provide an important component of the overall open space network. At the same time, open space areas of Roseville, while not classified as traditional "active" parklands, possess some recreational value. Open space areas can include trails and multi-use paths for cyclists, pedestrians, and non-motorized vehicle use. These open space areas represent an integral component of the City's plan to provide both passive and active recreational opportunities that are the focus of this Element.¹

Roseville's park and recreation facilities are operated by the City of Roseville Parks, Recreation & Libraries Department. The Department is responsible for the development and maintenance of the City's various recreational facilities, including community centers/libraries (Maidu Regional and Mahany), parks, public golf courses, public swimming pools, and open space areas. In addition, the Department manages a full range of recreation programs and community events for the residents of the community.

The City of Roseville has an adopted standard of nine acres of parkland per 1,000 residents and defines "parkland" to include public developed parks, recreational open space, and joint-use, park-school facilities. The nine-acre standard is further divided into six acres of developed parks per 1,000 residents and three acres of open space per 1,000 residents. As of the writing with this document, the City is meeting the parkland standard. ~~Table VI-1 summarizes the City's park and open space acreage. The table also identifies the City's other green spaces and recreational areas, including golf courses and greenways/paseos. In most instances, these other green spaces are not included in the City's parkland standard. Definitions for the various categories of parkland are provided below.~~

Table VI-1 Parkland Acreage (Existing and Planned)	
Use	Acre
Developed Parks ¹	1,943
Open Space Lands	3,359
Green Spaces	390
Golf Courses	320
Greenway/Paseos ²	70
Note:	
¹ Includes joint use parks/facilities at school sites	
² Greenways/Paseos consist of the paseos in the West Riverside Specific Plan, Sierra Vista Specific Plan/Westbrook, Creekview, the Hewlett Packard Campus Oaks Master Plan, and Amoroso Ranch Specific Plan areas as well as the one existing greenway along the Sunrise Corridor.	

While the parkland standard is calculated on a citywide basis, park and recreation facilities are not evenly distributed throughout the City. In general, areas of the City developed through Specific Plans meet or exceed the park acreage standard, while areas of the City that were developed prior to adoption of the parkland standard are often below the standard levels. Through implementation of this General Plan, the

¹ Passive parkland is typically informal, in some instances, undeveloped or relatively less developed space that requires minimal development. Passive parkland can be included in neighborhood or pocket parks and offers less structured recreational activities that require little or no specialized facilities or management, such as walking and jogging, hiking and nature walks, wildlife viewing and bird watching, painting, picnicking, and photography. Active parkland accommodates structured recreational activities, such as organized sports, that generally require specialized facilities and management that may restrict general use of the park.



PARKLAND DEVELOPMENT

In the development of parks and recreational facilities, the standards in Table VI-21 and Table VI-32 shall apply Citywide. The City will determine what type, location and characteristics of parkland and open space satisfy the City's requirements in order to meet the park standards based on recreational value, accessibility, potential benefit to the community, and the benefit generated to the City as a whole.³ Parkland counted toward the City's acreage standard requires provisions to ensure that the applicable lands or facilities remain in their intended use on a long-term basis. The City's parkland standard will be implemented, as illustrated in Figure VI-2.

Table VI-21 | Park Standards

Components	Traditional Parkland			Open Space Areas
	Neighborhood Park	Neighborhood / School Park	Citywide Park	Open Space
Acreage per 1,000 Residents	3 acres			3 acres
Desired Size	3 to 5 acres ¹	5 to 10 acres	4 to 200+ acres	2 to 100+ acres
Population Served	2,000 to 3,000	2,000 to 3,000	All	All
Service Area	¼ to 1 miles	¼ to 1 miles	Citywide	Citywide

¹ Parks may be less than 3 acres (0.5 acres if existing and 1.0 acre or greater if planned). The City's preference is that neighborhood parks be planned at 3 acres or greater to ensure adequate space for recreation needs.

Traditional Parkland

Of the 9 acres per 1,000 residents to be provided, 6 acres will be traditional parkland, which includes neighborhood parks, neighborhood/school parks, and citywide parks. Typically, the six acres are divided into three acres for neighborhood and neighborhood/school parks and three acres for citywide parks.

Traditional parkland shall consider the identified gaps and community needs between active/formal/programmable and passive/informal/self-directed recreation and access to such recreational opportunities in the adjacent or surrounding areas. Neighborhood parks should seek to provide passive, informal, self-directed recreational opportunities, while neighborhood/school parks and citywide parks should provide active, formal, programmable recreation.

Open Space Areas

Of the nine acres per 1,000 residents to be provided, three acres will be open space areas. Non-traditional public land may also be considered for application toward the open space standard if it can be determined that it adds a needed community recreational value, defined as a measure of public accessibility and recreational improvements. This may include providing bike paths along creeks or golf courses, or vernal pools with walking paths, picnicking areas, and interpretive signage. The dedication of open space lands in excess of three acres per 1,000 residents would not be applied toward any remaining traditional parkland standard (i.e., six acres per 1,000 residents). Other non-traditional public lands may be considered for the open space allocation as identified in Figure VI-2.

³ Allocations for parklands are typically determined as a part of the Specific Plan (for projects that are located within a Specific Plan Area).



Table VI-32 presents the park siting and design criteria to be applied to future park development.

Table VI-32 | Park Siting and Design Criteria

All Parks

- Locate strategically within designated service area
- Provide convenient and safe access for pedestrians, bicyclists, and autos
- Locate with frontage on at least two public streets
- Choose sites that have interesting or special features
- Locate in areas that can be viewed easily for security purposes
- Locate to link with existing and planned trails, the open space network, and other connections
- Choose sites that avoid possible hazards, such as heavy traffic, railroads, industrial sites, or electrical transmission line easements
- Provide buffers between active use areas/formal/programmable and adjacent residential development
- Where parks are proposed with streets that include on-street bike lanes, parallel parking shall also be provided along the street frontage

Neighborhood Parks

- Locate with frontage on collector streets, when possible
- Avoid separation of park and residential areas by major arterials or other barriers
- Highlight neighborhood identity and create an identity with each park, but do not generally have facilities or events that are a regional attraction
- Locate smaller neighborhood parks within neighborhoods and in proximity to small-lot, higher-density residential development (e.g., apartments, condominium/townhouse complexes, senior housing) and within business districts
- Locate larger neighborhood parks within 0.5 to 1.0 miles of neighborhood to be served and avoid crossing major roadways

Neighborhood / School Parks

- Locate with frontage on collector streets
- Avoid separation of parks from residential areas they serve by major arterials or other barriers
- Jointly plan parks with the adjacent school to expand indoor and outdoor recreational opportunities for community recreation
- Combine off-street parking with school parking, when possible
- Coordinate the site planning of the joint use sites to minimize duplication of recreational amenities in order to provide a wider variety of recreational opportunities
- Coordinate placement of security fencing to allow for community access and avoid maintenance conflicts
- Cluster formal/active/programmable fields to the extent possible

Citywide Parks

- Locate with frontage on major collector or arterial roadway, and near major arterials or freeways to provide a maximum degree of accessibility
- Locate adjacent to schools or commercial/retail/hotel centers, as park features dictate
- Locate larger, more active facilities away from residential neighborhoods
- Provide off-street parking
- Incorporate unique or special features and facilities
- Consider recreational trends and gaps when identifying specific amenities

Open Space Areas

- Locate consistent with the Open Space Element
- Provide public and service access to open space areas, except those areas sensitive to human presence



FIRE PROTECTION

The Roseville Fire Department provides fire protection, fire suppression, emergency medical services, and hazardous materials management within the City. The Roseville Fire Department employs approximately 119 personnel and operates from 8 fire stations within the Planning Area. The Fire Department provides fire code enforcement, fire safety inspections, plan review, hazardous materials enforcement and inspections, hazard abatement, public information, and public education activities, emergency preparedness, and other services.

The City maintains mutual and automatic aid agreements with the Placer County Fire Department, which provides fire protection to areas west of the City; the South Placer Fire Protection District, which provides fire protection to areas east of the City; the Rocklin Fire Department, which provides fire protection to the north; and the Sacramento Metropolitan Fire District, which provides fire protection to the south. Virtually all fire departments and districts, including the City, are part of the statewide mutual aid agreement. This agreement provides that a fire department will help any other fire department when the need arises. A similar agreement exists between all fire agencies in Placer County.

Fire Department responses can generally be grouped into three categories. ~~The first, f~~Fire calls, are defined as those related to fires, including structural, vegetation, and vehicle. Emergency medical service calls are identified as those calls related to medical emergencies. Non-fire calls refer to all other calls, such as investigations of possible fire hazards, citizen assists, false alarms, and other miscellaneous calls. As the City grows, the number of incidents requiring the Fire Department has increased, with emergency medical service incidents making up the majority of requests. With improvements to building standards, fire prevention activities, and public education, fires represent approximately five percent of the total call volume.

Fire hazards include those related to structures and those related to vegetation in open spaces. Buildings constructed prior to 1980 pose a relatively greater fire risk since building codes have become progressively more effective, through design and construction standards, in improving fire safety. The California Department of Forestry and Fire Protection (CAL FIRE) has established a fire hazard severity classification system to assess the potential for wildland fires. The Planning Area is designated by CAL FIRE as a Local Responsibility Area, and there are no Very High Fire Hazard Severity Zones. Nevertheless, the Fire Department reviews development that proposes open space or is located adjacent to open spaces to ensure appropriate fire safety provisions are included.

Fire stations are located strategically throughout the community in order to place resources within an acceptable response distance. Response time from these stations is one of the most important measurements of fire department performance. Time is critical: two commonly referred to criteria used to quantify the importance of fire department response time include (1) the time of flashover in a structure fire (where a fire goes beyond the control capability of a single alarm) and (2) the time where irreversible brain damage and chances of survival are greatly reduced for patients that are pulseless and non-breathing. The Fire Department has established response performance measures based on the Fire Department's current capabilities and resources, which are outlined in the Department's Standards of Cover document.

The Insurance Service Office (ISO) rating measures fire departments' effectiveness, based on available facilities and equipment, personnel, and quantity of water available for firefighting. Roseville rates high for urban areas among its neighboring jurisdictions, with an ISO rating of 2 on a scale of 1 to 10 (the lower the number, the higher the rating). Roseville's supply and availability of water for firefighting needs is sufficient to serve the demands of buildout of the General Plan. Water pressure must be sufficient, but adequate water supply is the key to effective fire suppression.³

³ The specific quantity of water needed for fire protection of individual buildings is set forth in the California Fire Code. (California Code of Regulations Title 24, Part 9).

In the early 2000s, the Roseville Fire Department underwent a rigorous Self Assessment study process established by the Commission on Fire Accreditation International. This process allowed the department to perform a thorough analysis of all aspects of the organization, including all programs and services provided. The Department obtained full International Accreditation in 2005 and was re-accredited in 2010 and 2015.

HAZARDOUS MATERIALS

This component focuses on the storage, transportation, clean-up, and emergency response aspects surrounding the management of hazardous materials. The federal government, under Title 49 of the Code of Federal Regulations, lists thousands of hazardous materials. These include radioactive waste and explosives and more commonly used substances such as ~~gasoline~~ petroleum products, insecticides, and household cleaning products. The handling of hazardous materials is an element of daily activity that affects all residents within the City.

STORAGE

Proper storage of hazardous materials incorporates a variety of techniques depending on the type of material being stored. Underground storage tanks (USTs) and above-ground storage tanks (ASTs) are commonly used for the storage of hazardous materials, especially petroleum products. These storage devices are found most often at gas stations and businesses operating vehicle fleets. UST leakage has contaminated several sites within the City. As a result of these unauthorized releases, varying on-site mitigation measures have been required to address the contaminated areas. Sites that have adversely impacted underground water due to unauthorized releases of product from tanks are under clean-up orders by the Regional Water Quality Control Board in coordination with the Roseville Fire Department.

Hazardous materials used in many household products (e.g. drain cleaners, waste oil, cleaning fluids, insecticides, and car batteries) ~~are often~~ can have the potential to be improperly discarded as a part of normal household trash. ~~Consequently, these hazardous materials can interact with other chemicals to create serious dumpster fires. Furthermore, the community faces risk of exposure or explosion when hazardous waste is deposited in landfills not equipped to handle it.~~ The City's Environmental Utilities Department operates a household hazardous waste collection and recycling program to minimize the improper disposal of these materials.

In order to avoid spills or contamination, the Roseville Fire Department regularly monitors hazardous material generators and storage facilities in the City for compliance with state regulations, including enforcement procedures recognized by California's Department of Toxic Substances Control.

All hazardous materials handlers, which store more than 55 gallons, 500 pounds or 200 cubic feet of gas, are required to submit Hazardous Materials Management (Business) Plans. From these plans, emergency responders are provided emergency contact information, site-specific chemical inventories, ~~and vicinity~~ and facility maps. Facilities storing materials that are "acutely" hazardous at an amount that exceeds the quantity listed in Title 19, Tables I, II, or III, must submit a more comprehensive Risk Management Plan, which includes off-site consequences analysis, maintenance and training programs, and an executive summary. Owners/operators of aboveground tanks that contain more than ~~660-1,320~~ 1,320 gallons of petroleum hydrocarbons ~~(or an aggregate quantity of 1,320 gallons)~~ must comply with the state Aboveground Petroleum Storage Act, ~~which requires the preparation of a Spill Prevention and Countermeasure Plan.~~

TRANSPORTATION

Hazardous materials are routinely transported by truck over state and federal highways, and local roads (e.g. gasoline tankers). California Vehicle Code Section 31303 requires that hazardous materials be transported via routes with the least overall travel time. Although the choice of routes is left primarily to the discretion of the transporter, the California Vehicle Code prohibits the transportation of hazardous materials through residential neighborhoods. The City has designated truck routes that attempt to divert traffic away from residential areas (see Circulation Element). The California Highway Patrol (CHP) has created plans for the transportation of hazardous materials on state and federal highways, including I-80 and Highway 65. Allowable routes depend on the type of hazardous materials being transported. Hazardous materials are also transported on the Union Pacific Railroad. As a major rail switching yard, rail cars may remain on site for various lengths of time.



CLEAN-UP

Within the Roseville City limits, the Union Pacific Rail Yard presents a challenge to the management of hazardous materials. Defective USTs, lead-contaminated grit waste, and groundwater contamination from diesel fuel are clean-up issues that have required outside assistance. In recognition of significant contamination on the property and in accordance with federal law, the Environmental Protection Agency (EPA) proposed that the site be placed on the National Priorities List, more commonly known as the Superfund Site List. This list identifies, assesses, and provides for clean-up of hazardous sites.

Under a clean-up agreement with EPA, Southern Pacific arranged the removal of 30 USTs and permanently closed eight others by 1990. Upon being removed from the Superfund List in September 1989, the Southern Pacific Railroad arranged with the State Department of Health Services to continue remedial action toward additional clean-up of soil and groundwater.

EMERGENCY RESPONSE

Response to a hazardous waste materials spills varies according to the circumstances under which it is released. Hazardous materials spills on state and federal highways are the responsibility of Caltrans and the CHP, which provide on-scene management of the spill site and coordinate with the Environmental Health Department, Office of Emergency Services, and the local fire department as part of the City's Hazardous Materials Emergency Response Plan.

The Roseville Fire Department shoulders the primary responsibility for events that occur within the City. The Roseville Fire Department is staffed with its own Hazardous Materials Response Team, which also assists or provides back-up for industry response teams and for the Placer County and Sacramento City Hazardous Materials Response Teams. To ensure proper handling of a hazardous materials release, the Roseville Fire Department has developed its own Hazardous Materials Response Plan. This plan outlines the participants, responsibilities, organization, and operational duties in the event of a hazardous materials emergency, including clean-up and de-contamination procedures, and evacuations if required.

~~Evacuation routes are identified in the City's Multi-Hazard Mitigation Plan.~~

APPENDIX A: IMPLEMENTATION MEASURES





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analysis methods, impact thresholds, mitigation options, and the format of VMT impact studies. Mitigation options will include the ability of projects to develop off-site projects or contribute to projects that would reduce VMT off-site, and may include an option for projects to mitigate potential impacts through greenhouse gas emissions offsets for projects that are consistent with the intent of SB 743 to facilitate infill development and promote the public health through active transportation.

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.

BIKEWAYS/TRAILS

BICYCLE MASTER PLAN (ONGOING)

Actively implement the Bicycle Master Plan, which meets State standards and addresses commuter and recreation needs, inter-connectivity, implementation, funding, maintenance, education, encouragement, enforcement, the environment, and safety. Implement the Bicycle Master Plan's prioritized list of bikeway projects, improvements, and programs that will result in a comprehensive, interconnected bikeway system and foster a climate of acceptance for bike riding. Prepare an annual report that includes the status of bikeway and trails implementation, status of funding sources and projected need, and an analysis of the need to update or modify the Bicycle Master Plan.

DEVELOPMENT REVIEW PROCESS (ONGOING)

Refer all development proposals to the Public Works and Parks and Recreation Departments, as appropriate, for review and comment. Include bikeway and trail components integrated with and incorporating the same elements as the Bicycle Master Plan in both private development proposals and public projects.

SPECIFIC PLANS (ONGOING)

Ensure that all Specific Plans are consistent with the provisions of the Bikeway/Trails component of the Circulation Element. Update the Bicycle Master Plan upon adoption of future Specific Plans to reflect approved trails provisions. Development agreements may be used to secure trail funding and sequencing provisions.

INTERAGENCY COORDINATION (ONGOING)

Work with neighboring jurisdictions to integrate the City's bikeway, pedestrian and equestrian trail system with the rest of the region. Strive to provide connections to bikeways identified in the Placer County Bikeway Master Plan and the Sacramento County Bikeway Master Plan, as well as the planned bikeways in other City and community plans. Coordinate the interconnection of bicycle, pedestrian, and equestrian trails to adjoining regional recreational attractions (e.g., Folsom Lake, Sacramento).

- Accommodate a portion of the projected population and economic growth of the City in areas having the potential for redevelopment or revitalization;
- Locate public facilities (libraries, parks, schools, community centers, etc.) with consideration of transit and other non-automobile transportation opportunities;
- Preserve rights-of-way and station sites along future transit corridors;
- Encourage small neighborhood-serving commercial uses within or adjacent to residential neighborhoods;
- Encourage a development pattern that is contiguous with existing developed areas of the City.

OPERATIONAL AIR QUALITY AND GREENHOUSE GAS EMISSIONS (PROPOSED)

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.

If, following incorporation of the above strategies or those determined by the City to be as effective, 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.

TOXIC AIR CONTAMINANTS (PROPOSED)

- 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.

ODORS (PROPOSED)

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.

- 5 On-site within the identified project or Specific Plan Area when long-term resource viability is feasible.
- 6 Off-site, but within the City of Roseville, when on-site compensation or mitigation is determined not to be feasible or desirable.
- 7 Off-site, outside the City only when the above two options are determined not to be feasible or desirable. Compensation or mitigation efforts outside the City should be in close proximity and accessible to Roseville residents and should be coordinated with regional preservation and banking efforts. Proposals to provide wetland compensation or mitigation outside the City shall be accompanied by documentation indicating how the compensation or mitigation proposal benefits the resource and the City and how the loss of open space resources in the City will be mitigated.

All wetland preserve, compensation, or mitigation areas shall be designated as permanent open space and maintained as specified in implementation measures 6 and 7, above. City property may be utilized for preservation or mitigation if such efforts do not conflict with existing resources, recreational opportunities or other City goals, policies, and programs. Pedestrian and cyclist access to preservation and compensation or mitigation areas shall be well-defined and limited to minimize impacts upon the resources. Areas identified as having special-status species shall be monitored and managed to encourage the continued viability of the species and discourage non-indigenous invasive species consistent with the City of Roseville Open Space Preserve Overarching Management Plan.

COMMUNITY DESIGN GUIDELINES (EXISTING)

Enforce and regularly evaluate the Community Design Guidelines, as specified in the Land Use Element. These guidelines contain standards to promote the integration of the natural and built environments, including City entryways.

PUBLIC EDUCATION PROGRAMS (ONGOING)

The City will participate in public programs emphasizing awareness of open space and resource conservation issues. When feasible, such programs should be coordinated with the local school districts and community groups. Efforts will be made to reach all households and provide accessibility through the timing and location of these programs.

INTERGOVERNMENTAL COORDINATION (ONGOING)

Pursue a regional approach to habitat preservation. This effort includes working with adjacent jurisdictions, the U.S. Army Corps of Engineers, U.S. Fish and Wildlife Service, U.S. Environmental Protection Agency, California Department of Fish and Wildlife, and community organizations to develop a programmatic permitting and mitigation process, and explore opportunities for habitat preservation, restoration and enhancement. When considering land entitlements for large-scale projects or Specific Plans, consistent with the August 2000 MOU between the City of Roseville and U.S. Fish and Wildlife Service, conduct early consultation with State and federal resource agencies with jurisdiction over on-site resources to ensure the proposed project or plan can be permitted for development by the involved agencies.

SPECIAL-STATUS PLANTS AND HABITAT (PROPOSED)

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.

SPECIAL-STATUS WILDLIFE (PROPOSED)

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.

RIPARIAN HABITAT AND SENSITIVE NATURAL COMMUNITIES (PROPOSED)

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.

WETLANDS AND OTHER WATERS (PROPOSED)

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.

GROUNDWATER RECHARGE AND WATER QUALITY

STORMWATER ORDINANCE (EXISTING)

Through the Environmental Utilities Department, apply the Urban Stormwater Quality Management and Discharge Control Ordinance to improve the short-term and long-term quality of stormwater runoff. The Stormwater Ordinance includes identification of cost-effective urban runoff controls, including Best Management Practices, to limit urban runoff pollutants into the waterway systems and is consistent with EPA Stormwater Management regulations and National Pollutant Discharge Elimination System (NPDES) Phase 2 requirements.

DEVELOPMENT REVIEW PROCESS (ONGOING)

Refer any development proposal that has a direct or indirect impact on water quality or groundwater recharge and quality to the Development & Operations and Environmental Utilities Departments, as applicable, for comment. In addition, where development proposals have a potential impact on resources identified as being within the jurisdiction of outside agencies, including the California Department of Fish and Wildlife, California Regional Water Quality Control Board, U.S. Army Corps of Engineers, U.S. Fish and Wildlife Service, and U.S. Environmental Protection Agency, refer such projects to the appropriate agencies. Consider the comments of the departments and agencies in the development review process.

The environmental review for projects shall include an inventory of the quantity and quality of water resources, assessment of potential project impacts, and identification of mitigation and monitoring measures. The issues of urban runoff controls, erosion control, recharge area preservation, and buffer areas shall be addressed. In addition, the handling and storage of toxic chemicals shall be examined to minimize the risk of discharge into storm drains, watercourses, or groundwater.

SPECIFIC PLANS (ONGOING)

Ensure that new and revised Specific Plans are consistent with the goals and policies of the General Plan. The Specific Plans shall identify and designate open space resources including grasslands, woodlands, wetlands, riparian areas, floodways, recreation areas and other open space, buffer, and habitat resources. The environmental analysis for each Specific Plan shall address water quality programs, recharge area preservation, and erosion control and urban runoff management. In addition,

FLOOD CONTROL (COMPONENT INSTITUTED BY THE GENERAL PLAN)

Regulate flood control, detention, and retention efforts in accordance with the goals and policies of the Flood Protection component of the Safety Element.

AQUIFER STORAGE AND RECOVERY (EXISTING)

Implement the City's Aquifer Storage and Recovery (ASR) program. The ASR Program allows the City to maximize sustained use of the groundwater basin in conjunction with surface water supplies, while providing a strong backup water supply during critically dry years, consistent with the City's commitments contained in the Water Forum Agreement.

ARCHAEOLOGICAL, HISTORICAL, AND CULTURAL, TRIBAL CULTURAL, AND PALEONTOLOGICAL RESOURCES

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. The City will develop and implement guidance for consultation and management of cultural and tribal cultural resources. This guidance should have two parts. First is the City's position on tribal participation during the project planning and approval process for discretionary projects. This includes both private sector and public (City) projects, which are subject to State and local laws and regulations that are under the jurisdiction of the City. It should also include guidance for City planners on determining when mitigation measures related to Native American participation are warranted under CEQA, standard treatment and mitigation measures that can be used consistently in project planning, and guidance on the City's use of public funding when conducting consultation. Second, this guidance document should also provide information and guidance for City staff and contractors during the project construction and implementation phases. This includes thresholds for payment for tribal participation, instructions for contractors in the event of an unanticipated discovery, and guidance for City staff in assessing and acting upon unanticipated discoveries. The City may update this guidance periodically, as appropriate.

HISTORICAL RESOURCES (PROPOSED)

If a built environment resource greater than 50 years in age may be directly or indirectly impacted by project activities, the following actions will be taken to identify buildings with historical or architectural value. 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, "Significant Buildings" list as codified in Chapter 19.61 of the City of Roseville's Zoning Ordinance, National Register of Historic Places (NRHP), California Register of Historical Resources (CRHR), Built Environment Resources Directory (BERD) regarding non-archaeological resources in the Office of Historic Preservation's (OHP) inventory and, as necessary, seek information from the North Central Information Center (NCIC) or other applicable data repositories to determine whether the project area has been surveyed, and whether built environment resources were identified.
- b. If a survey of the project area in which the property is located has not been conducted, a cultural resource specialist who meets Secretary of the Interior's (SOI) Professional Qualifications Standards as a Historian/Architectural Historian will conduct a built environment resource study of the historic-age built environment resource(s) within the project area.
- c. If a study is required, it will summarize identification efforts; include results of field survey with photographs and descriptions of existing conditions; and background and property specific



research to develop pertinent historical contexts for significance evaluations. The study may include consultation with local historical societies, museums, or other interested parties, as necessary. The built environment resource(s) will be documented on the appropriate California Department of Parks and Recreation (DPR) 523 series forms and evaluated for eligibility for listing in the CRHR. The results of the study will be summarized in a technical memorandum. A copy of the completed study and DPR 523 forms will be retained on file with the City and a copy submitted to the NCIC.

- d. If the results of the study by the SOI Historian/Architectural Historian concludes that the built environment resource(s) is/are not eligible for listing in the CRHR and is not listed by the City as a "Significant Building," no further action is required for the project.
- e. If the built environment resources are listed by the City as a "Significant Building," the findings of Chapter 19.61 of the City of Roseville's Zoning Ordinance must be made prior to authorization of demolition. If the results of the study by the SOI Historian/Architectural Historian concludes that the built environment resource(s) is/are eligible for listing in the CRHR and project activities have the potential to cause substantial adverse change, avoidance shall be considered the primary mitigation option. If avoidance is not feasible, then the preservation, rehabilitation, and/or restoration of the resource conducted in a manner consistent with the SOI Standards for the Treatment of Historic Properties will reduce impacts to less than significant. If adherence to the SOI Standards for the Treatment of Historic Properties cannot avoid altering the physical characteristics or immediate surroundings that conveys its historic significance and the project results in a substantial adverse change, then additional mitigation will be required to reduce impacts.
- f. If avoidance is not feasible and minimizing impacts of the project on the resource through adherence to the SOI Standards for the Treatment of Historic Properties is also not possible, additional mitigation measures will be implemented to record the resource for the historic record before the resource is altered before any project activities. Mitigation may include, but is not limited to, Historic American Buildings Survey (HABS); Historic American Engineering Record (HAER); and/or Historic American Landscapes Survey (HALS)-type reports with historical context, photodocumentation, drawings, and other relevant information; interpretive panel/commemorative plaque; and/or oral history interviews.

ARCHAEOLOGICAL RESOURCES, INCLUDING TRIBAL CULTURAL RESOURCES (PROPOSED)

Projects that could have significant adverse impacts to potentially significant archaeological resources, including those which are TCRs or are associated with a TCR, 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.

UNDISCOVERED ARCHAEOLOGICAL RESOURCES, INCLUDING TRIBAL CULTURAL RESOURCES (PROPOSED)

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.

SPECIFIC PLANS (ONGOING)

Ensure that new or revised Specific Plans are consistent with the goals and policies of the General Plan. The Specific Plans shall incorporate a comprehensive inventory, analysis, and mitigation plan for archaeological and historic resources. Where feasible, significant archaeological resources shall be incorporated into park or other open space areas. All significant archaeological sites located in parks and other open space areas should be protected and left in an undisturbed state. Development agreements should be used to ensure preservation, maintenance, and management techniques.

LAND USE DESIGNATION (EXISTING)

Designate all areas identified for open space use with the appropriate open space land use designation, as defined in the Land Use Element. This will, where feasible, include areas identified as having significant archaeological resources.

ZONING ORDINANCE (EXISTING)

Continue to implement the Zoning Ordinance's open space land use and development regulations for consistency with the goals and policies of the Open Space and Conservation Element and the Land Use Element.

DOWNTOWN AND RIVERSIDE GATEWAY SPECIFIC PLANS (EXISTING)

Continue to implement the Downtown and Riverside Gateway Specific Plans. These Specific Plans identify significant historic structures, provisions to preserve and/or enhance existing buildings, and guidelines for compatibility of new and existing development. Coordinate these Specific Plans with revitalization and development efforts to promote the preservation and enhancement of the areas.

INTERAGENCY COOPERATION (ONGOING)

Cooperate with other State, federal, and local agencies in the identification and preservation of archaeological and historic resources. This will include working with Placer County and the Roseville Historical Society on updating the inventory of historic sites.

COMMUNITY ORGANIZATIONS (ONGOING)

Continue to encourage, support and cooperate with various community organizations, including the Roseville Historical Society, in recognizing significant places and events in Roseville's past.

PARKS AND RECREATION NEEDS ASSESSMENT (EXISTING)

The Parks and Recreation Needs Assessment should be updated a minimum of every three years and/or with any significant General Plan amendment. The Plan will be used to ensure continual review and updating of recreation facility standards and/or trends/gaps in recreational amenities. Periodic survey of City-administered recreation programs should also be conducted by the Parks, Recreation & Libraries Department in order to evaluate the content and popularity of programs being offered.

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. The analysis shall include a review of relevant geological and paleontological literature and maps, a paleontological records search at the U.C. Berkeley Museum of Paleontology, a paleontological sensitivity analysis, and measures designed to protect unique paleontological resources. 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.

PARKS AND RECREATION ELEMENT

PARK DEFINITIONS, STANDARDS AND SITING CRITERIA (EXISTING)

Use the Parks Definitions, Standards and Siting Criteria reflected on Tables VI-2-1 and VI-3-2 of the Parks and Recreation Element and the Parks and Recreation Master Plan, Strategic Plans, Needs Assessments and the Park and Recreation Business Plan to plan for future parks and recreation facilities. These guidelines shall be used to allow the City flexibility for varying circumstances, in terms of size, facilities and service areas, to ensure that existing and future needs are met and to lessen gaps identified in the Needs Assessment.

The table below summarizes the City's park and open space acreage as of the writing of this General Plan. The table also identifies the City's other green spaces and recreational areas. In most instances, these other green spaces are not included in the City's parkland standard. Definitions for the various categories of parkland are provided below.



Parks and Recreation and Open Space Acreage (Existing and Planned)

<u>Use</u>	<u>Acres</u>
<u>Developed Parks¹</u>	<u>1,943</u>
<u>Open Space Lands</u>	<u>3,206</u>
<u>Green Spaces</u>	<u>390</u>
<u>Greenway/Paseos²</u>	<u>70</u>

Note:

¹ Includes joint-use parks/facilities at school sites

² Greenways/Paseos consist of the paseos in the West Riverside Specific Plan, Sierra Vista Specific Plan/Westbrook, Creekview, the Hewlett-Packard Campus Oaks Master Plan, and Amoruso Ranch Specific Plan areas as well as the one existing greenway along the Sunrise Corridor.

SPECIFIC PLANS (ONGOING)

Ensure that future and revised Specific Plans include parks and recreation facilities consistent with the standards of this element. Such plans shall identify the future recreation needs of the area, based on the projected population and demographic characteristics, and designate the appropriate recreational lands. The Specific Plans shall address park acreage credits, acquisition or dedication, and financing, timing and maintenance. Utilize development agreement to secure these provisions.

DEVELOPMENT REVIEW PROCESS (ONGOING)

Continue the City's development review, in accordance with the requirements contained in such documents as the Zoning Ordinance, Sign Ordinance, Subdivision Ordinance and Subdivision Map Act, Transportation Systems Management Ordinance, the Specific Plans, the California Environmental Quality Act, and other statutes.

Consult the Parks, Recreation & Libraries Department, and other affected agencies, as a result of any development proposal that may have an impact on parks and recreational facilities. Any comments and recommended mitigation will be considered during the review process. Development review shall address the need for park facilities, timing and provision of such facilities, and the design relationship between parks and adjacent development.

DEDICATIONS, FEES AND EXACTIONS (ONGOING)

The City shall require new residential development to dedicate land or pay in-lieu fees (land and/or development) toward the provision of parks at the nine (9) acre/1,000 population standard. The City shall use its charter city authority and legal authority to ensure compliance with the General Plan standards for park dedication.

FUNDING SOURCES (ONGOING)

Continue to pursue both existing and alternative sources of funding to provide for initial construction and ongoing maintenance of parklands and recreational facilities that will adequately meet community needs. Existing sources include the Neighborhood Park Fees, City-wide Park Fees, In-Lieu Parkland and Development Fees and funds from endowments, Landscape and Lighting Districts, and Community Services Districts. Other sources may include State bond acts, federal and State grants, assessment districts, tax initiatives, and public/private partnerships. Recreational facilities may be provided through fund raising efforts by civic and community organizations. Neighborhood groups may be an additional source of finance and voluntary labor to meet recreational needs.



COUNCIL COMMUNICATION

CC #: 0905

File #: 0400-04-09-1 & 0400-08 & 0400-06-02 & 0400-07

Title: Plaza at Blue Oaks - Mitigated Negative Declaration, Design Review Permit, Tentative Subdivision Map, and Tree Permit

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

Meeting Date: 8/5/2020

Item #: 10.2.

RECOMMENDATION TO COUNCIL

Based on the May 14, 2020 Planning Commission hearing, staff recommends the City Council deny the appeal of the Planning Commission's approval of entitlements related to the Plaza at Blue Oaks project and take the following actions:

- A. Adopt the Plaza at Blue Oaks Initial Study/Mitigated Negative Declaration and the Mitigation Monitoring and Reporting Program; and
- B. Adopt a resolution denying the appeal from the May 14, 2020 approvals by the Planning Commission; adopting the four (4) findings of fact and approving the Design Review Permit subject to one hundred one (101) conditions of approval; adopting the three (3) findings of fact and approving the Tentative Subdivision Map subject to thirty-nine (39) conditions of approval; and adopting the two (2) findings of fact and approving the Tree Permit subject to twenty (20) conditions of approval.

BACKGROUND

This Council Communication provides a summary of the project, the Planning Commission hearing and the appeal. A detailed project background and evaluation is provided in the Planning Commission staff report, included as Attachment 1.

The 13.35-acre project site is located in the City's West Roseville Specific Plan (WRSP) area, at the northeast corner of Blue Oaks Boulevard and Fiddymont Road. The subject property is located on Parcel F-31 of the WRSP and has a zoning and General Plan land use designation of Community Commercial (CC). Per the WRSP, Parcel F-31 is anticipated for the development of a conventional community/neighborhood retail center.

The project entitlements include a Design Review Permit to construct an 82,100-square-foot shopping center consisting of a 35,000-square-foot anchor grocery store, a 12-pump gas station with a 3,500-square-foot convenience store and car wash, and seven additional buildings ranging in size from approximately 3,750 square feet to 9,750 square feet. The project also includes a Tentative Subdivision Map to subdivide the 13.35-acre parcel into eight (8) lots and a Tree Permit to remove 28 native oak trees on the westerly portion of the site. Building elevations were not included for the convenience store building (Pad 3) and gas station canopy; therefore, a separate

Design Review Permit will be required in the future to ensure consistency with the overall project design and applicable design guidelines and standards.

An Initial Study/Mitigated Negative Declaration (IS/MND) was prepared for the project pursuant to the provisions of the California Environmental Quality Act (CEQA) (see Exhibit A). The IS/MND was released for a 20-day public review, from April 17, 2020 to May 7, 2020. The City received a letter, dated May 6, 2020, from the Law Office of Robert M. Bone representing an unincorporated association of Roseville community residents (the "Association") that challenged the adequacy of the environmental document. To summarize, the letter claims that the IS/MND is not in compliance with CEQA and does not consider feasible mitigation measures to reduce environmental impacts. Staff provided a response to the letter in a memorandum to the Planning Commission, dated May 13, 2020. The memorandum, along with the Association's letter, is included as Attachment 2. As detailed in staff's memorandum, the Association failed to offer any evidence that the initial study analysis is flawed or that available mitigation measures were not considered. As clearly stated in CEQA Guidelines Section 15384, "argument, speculation, [and] unsubstantiated opinion or narrative" is not substantial evidence. In addition, Ironhorse Law Group submitted a letter on behalf of the project applicant that supported the adequacy of the IS/MND and reiterated that the Association does not provide substantial evidence to support its claims (see Attachment 3).

The project was heard by the Planning Commission on May 14, 2020. Prior to the hearing, the City received a total of nine letters from the public in opposition of the project and two letters in support of the project. This correspondence is included as Attachment 4. The letters in opposition of the project cited similar concerns regarding the environmental impacts of the project. Staff is confident the May 13th memorandum adequately addresses the issues raised. Mr. Bone submitted additional correspondence on behalf of the Association that focused on concerns with the overall project design. These concerns are identical to those raised in the appeal letter and are identified and addressed below.

At the Planning Commission hearing, Mr. Bone spoke in opposition of the project and repeated concerns stated in his prior correspondence, including effects of the project on the environment, the removal of oak trees, and increase in traffic. After receiving testimony, the Planning Commission deliberated on the item and ultimately voted to approve the Design Review Permit, Tentative Subdivision Map, and Tree Permit, with a vote of 6 aye, 0 nay, 1 absent.

On May 26, 2020, the City received an appeal of the Planning Commission's decision from the Law Office of Robert M. Bone representing the Association (see Attachment 5). The appeal provides the following grounds to reject the Planning Commission's decision: inconsistency with the General Plan, Bicycle Master Plan, and Pedestrian Master Plan; conflict with the City's site design guidelines; loss of oak trees; and inadequate environmental review. The applicant's response to the appeal letter is included as Attachment 6. On June 29, 2020, the City received additional correspondence from Mr. Bone, dated June 26, 2020 (see Attachment 7). In this letter, Mr. Bone provides comments from SWAPE, a technical consultant, who alleges there are inadequacies with the following sections of the Initial Study checklist: Section IX (Hazards and Hazardous Materials), Section III (Air Quality), and Section VIII (Greenhouse Gases). Staff prepared a memorandum, dated July 15, 2020, in response to SWAPE's comments, which is included as Attachment 8 to this Council Communication.

At the time of preparation of this Council Communication, staff received a total of two letters from the public—one in support and one in opposition of the project. These letters are included as Attachment 9. The first letter is addressed to the Planning Commission and was submitted on June 15, 2020 by Elissa Hardy, a Roseville resident and representative of the United Food & Commercial Workers 8-Golden State Union, who had previously submitted one of the opposition letters. In this letter, Ms. Hardy states that she was misinformed about the project as she had assumed Sprouts would be the anchor grocer tenant (the applicant had announced at the Planning Commission hearing that Raley's would be the anchor grocer). She states that Raley's would be

a great fit for the area and a welcomed market, and that neighbors in the area would not have to travel far. The second letter is addressed to the City Council and was submitted on July 1, 2020 by Sam Parker, who states he is in opposition to the project and cites similar concerns raised in the appeal.

This Council Communication responds to the issues raised in the appeal.

General Plan, Bicycle Master Plan, and Pedestrian Master Plan

The appeal states that the project does not support the City's bicycle and pedestrian use goals established in the General Plan.

The Circulation Element of the General Plan includes goals, policies, and implementation measures that guide the Bicycle Master Plan and the development of bikeways. The site is adjacent to two arterial roadways—Blue Oaks Boulevard and Fiddymment Road—both of which are designed with existing on-street bike lanes consistent with the Bicycle Master Plan. In addition, these roadways both include Class 1A sidewalks which are wider sidewalks capable of allowing slower bicycle and pedestrian travel as identified by the Bicycle Master Plan. Development of the project will not result in the elimination of these bike lanes and sidewalk facilities.

One of the goals of the Bicycle Master Plan is to create an environment that includes facilities that support and encourage commuter and recreational bicycle riding. The project achieves this goal by providing safe and secure short-term and long-term bike parking through the use of bike racks, bike lockers, and internal bike storage within the grocery store building. The bike locker is conveniently located adjacent to the park-and-ride spaces located to the north of the Shops 1 building, which helps promote ridesharing (see Exhibit B – Site Plan).

One of the implementation measures identified in the Circulation Element is the City's Transportation System Management (TSM) Ordinance. The TSM Ordinance requires any project site with 50 or more employees to submit a TSM plan consisting of measures 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. The Design Review Permit for the project includes condition #34, which requires the applicant/developer prepare a TSM plan to be reviewed and approved by the Transportation Commission (see Attachment 10 – Conditions of Approval).

The Pedestrian Master Plan is intended to guide and influence the design and development of public pedestrian walkways in the City. The project includes the completion of sidewalks and landscaping around the project perimeter. The sidewalks consist of pedestrian paths designed consistent with the WRSP that will provide access from surrounding uses. One of the goals of the Pedestrian Master Plan is to create streetscape environments that result in a pleasant environment for walking. The project achieves this goal through the building and landscape design. The buildings utilize pedestrian-scale materials and architectural details such as fabric awnings and green screen trellises. The landscaping consists of planter strips along the project frontage that separate pedestrians from vehicular traffic. Hedges and border shrubs are also proposed around the entire project perimeter to screen parking areas, service areas, future gas station canopies, and drive-through lanes from view.

The project includes several internal pedestrian pathways that will provide connections to the perimeter sidewalks and between buildings and parking areas. In addition to the sidewalks along the vehicle entries, pedestrian connections will be provided at locations where foot traffic is most likely to occur to provide easy access to the site. These connections are provided near the corner of Blue Oaks Boulevard and Fiddymment Road, near the corner of Fiddymment Road and Harvey Way, and along Oak Meadow Drive. The project will utilize stamped and decorative pavement in key areas and pathways to define the pedestrian environment.

Based on these reasons, staff finds the project is consistent with the goals and policies of the General Plan, Bicycle Master Plan, and Pedestrian Master Plan.

Community Design Guidelines

The appeal claims that the project does not comply with the City's Community Design Guidelines

pertaining to site planning and building siting. Each of the three guidelines listed in the appeal is listed below and is followed by an explanation of how the project is consistent with the guideline.

CC-1: Buildings should be arranged to define, connect, and activate pedestrian edges and public spaces.

The project's pad buildings are located forward along Blue Oaks Boulevard and Fiddymment Road, behind the landscape frontages, while the parking lots are located internal to the site. The anchor grocery store is identified as Major 1 with in-line tenants on either side (identified as Shops 1 and Shops 2), and is located on the northern portion of the site. Although the front entrances to the pad buildings are oriented towards the interior of the site, away from the street, the street-facing elevations are enhanced with architectural detailing that activates the pedestrian edges. In addition, the buildings are arranged adjacent to pedestrian pathways connecting to the perimeter sidewalks. This provides pedestrians easy access to the buildings. The pad buildings also feature outdoor patios that are arranged to provide views of the project landscaping, which helps provide a connection between the indoor and outdoor spaces.

CC-2: Buildings should be arranged to provide convenient access to transit stops.

The project site is located adjacent to a planned transit stop and bus shelter along Fiddymment Road, to the west of the Pad 5 building. As mentioned above, the project arranges the pad buildings forward along the adjacent roadways and provides pedestrian pathways connecting from the perimeter sidewalks in to the site. This provides convenient access to the transit stop. In addition, the WRSP designates this site as a Park-and-Ride lot. Park-and-Ride lots provide parking for commuters to leave their vehicles to meet carpools, vanpools, or access transit. The project provides 20 park-and-ride spaces to the north of the Shops 1 building, which is conveniently located in close proximity to the planned transit stop along Fiddymment Road.

CC-3: The relationship and orientation of buildings to arterial and other prominent roadways should be considered to enhance street frontage.

The building design is well articulated through the use of building projections and recesses, trellises, awnings, and window styles. The building materials primarily consist of cement plaster with brick veneer applied strategically to highlight areas of interest. The buildings include metal cornices and bands, modern glass and anodized aluminum storefronts, and metal trellises. Fabric awnings are used to complement these materials and soften the façades. The building colors consist of earth tones including olive green, gray, tan, and rust colored panels and banding.

Architectural treatment is applied to all building elevations. The project's street-facing elevations are enhanced with faux storefronts and other architectural detailing such as clerestory windows, green screen trellises, fabric awnings, and angled roof elements to provide a visually engaging streetscape.

Tree Removal

The appeal states that the trees should be landscaped into the project, rather than destroyed. Staff worked with the applicant to preserve as many of the trees to the extent feasible; however, a majority of the trees will require removal because they conflict with the proposed improvements. The loss of these trees was anticipated in the WRSP EIR, which identified the oak trees on the project site as being lost due to development. Of the 33 trees, 28 trees with a total aggregate diameter of 721 inches are proposed for removal to facilitate development of the site, while five (5) trees are proposed to be retained. Eight (8) of the trees proposed for removal were identified as having failed and being in a down and dead condition.

The trees that will be retained are located at the northwestern and southwestern corners of the site. These trees are incorporated into the landscape design of the project and will help to frame the intersections. The outdoor patios of Pad Buildings 4—6 will provide views of these oak trees. As discussed in the Tree Permit evaluation section of the Planning Commission staff report, the applicant will comply with the City's Tree Preservation Ordinance by mitigating for the loss of trees through a combination of on-site plantings and payment of in-lieu fees.

Environmental Review

Similar to the appellant's May 6, 2020 letter, the appeal states that the project fails to adequately inform the public about environmental impacts, alleging that the IS/MND prepared is not in compliance with CEQA and does not consider feasible mitigation measures to reduce environmental impacts, specifically as it relates to noise, air quality, and transportation. However, the appeal letter does not offer any evidence to support these claims. As mentioned in the May 13, 2020 memorandum to the Planning Commission, CEQA Guidelines Section 15384 states that "argument, speculation, [and] unsubstantiated opinion or narrative" is not substantial evidence. In the June 26, 2020 letter, SWAPE claims there are inadequacies with the environmental analysis of the project as it relates to the hazards and hazardous materials, air quality, and greenhouse gases sections of the Initial Study checklist. However, as detailed in the July 15, 2020 memorandum to the City Council, the analysis included a good faith effort at full disclosure, and the impacts were adequately evaluated, disclosed, and mitigated for in the Initial Study.

The Initial Study is supplemented with technical studies prepared by qualified consultants including an Environmental Noise Assessment, Health Risk Analysis, and a short-term traffic study, and the initial study analysis relies on two certified Specific Plan Environmental Impact Reports (EIRs)—the West Roseville Specific Plan EIR and the Amoruso Ranch Specific Plan EIR. Staff is confident that the Initial Study adequately discloses, evaluates, and mitigates the Project's environmental impacts and a Mitigated Negative Declaration is the appropriate environmental determination for this project; the Initial Study provides substantial evidence to support this finding.

FISCAL IMPACT

The project is not anticipated to result in any negative impacts to the City's General Fund.

The project will generate construction jobs and employment opportunities associated with the future uses on the site. Once operational, the development will positively contribute to property, sales, and gas tax revenues.

ENVIRONMENTAL REVIEW

An Initial Study/Mitigated Negative Declaration (IS/MND) was prepared pursuant to the provisions of the California Environmental Quality Act (CEQA). The IS/MND was released for a 20-day public review, from April 17, 2020 to May 7, 2020. As mentioned previously, written comments on the adequacy of the document were received during the public review period, and are included in the memorandum to the Planning Commission, along with staff's responses to these comments (Attachment 2). At the May 14, 2020 Planning Commission meeting, the Planning Commission considered and adopted the Plaza at Blue Oaks Mitigated Negative Declaration and associated Mitigation Monitoring and Reporting Program. The IS/MND and associated Mitigation Monitoring and Reporting Program are included as Exhibit A.

Respectfully Submitted,

Kinarik Shallow, Associate Planner

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Attachment 1 Planning Commission Staff Report

Attachment 2 Memorandum to the Planning Commission, dated May 13, 2020

Attachment 3 Applicant Response to May 6, 2020 Letter

Attachment 4 Public Comments

Attachment 5 Appeal

Attachment 6 Applicant Response to Appeal Letter

Attachment 7 June 26, 2020 Letter

Attachment 8 Staff Response to June 26, 2020 Letter

Attachment 9 Public Comments after PC Hearing

Attachment 10 Conditions of Approval

Attachment 11 PCAPCD Rules and Regulations

Attachment 12 Applicant Response to June 26, 2020 Letter

Resolution No. 20-307

Exhibit A Initial Study/Mitigated Negative Declaration & Mitigation Monitoring and Reporting Program

Exhibit B Site Plan

Exhibit C Tentative Subdivision Map

Exhibit D Preliminary Grading & Drainage Plan

Exhibit E Preliminary Utility Plan

Exhibit F Elevations

Exhibit G Materials & Color Board

Exhibit H Photometric & Site Lighting Plan

Exhibit I Landscape Plan

Exhibit J Arborist Report

Exhibit K Preliminary Tree Impact Plan



**PLANNING DIVISION STAFF REPORT
PLANNING COMMISSION MEETING**

May 14, 2020

Prepared by: Kinarik Shallow, Associate Planner

ITEM 6.3: Design Review Permit, Tentative Subdivision Map, and Tree Permit – 1950 Blue Oaks Boulevard – WRSP PCL F-31 – The Plaza at Blue Oaks – File # PL17-0368

REQUEST

The applicant requests approval of a Design Review Permit to allow the construction of an 82,100-square-foot shopping center consisting of a 35,000-square-foot anchor grocery store, a 12-pump gas station with a 3,500-square-foot-convenience store and car wash, and seven additional buildings ranging in size from approximately 3,750 square feet to 9,750 square feet. The project includes a Tentative Subdivision Map to subdivide the 13.35-acre parcel into eight (8) lots and a Tree Permit to remove several native oak trees on the westerly portion of the site.

Applicant/Property Owner – Joe Zawidski, Signature Management Company

SUMMARY RECOMMENDATION

The Planning Division recommends that the Planning Commission take the following actions:

- A. Adopt the Plaza at Blue Oaks Initial Study/Mitigated Negative Declaration and the Mitigation Monitoring and Reporting Program;
- B. Adopt the four (4) findings of fact and approve the Design Review Permit subject to one hundred one (101) conditions of approval;
- C. Adopt the three (3) findings of fact and approve the Tentative Subdivision Map subject to thirty-nine (39) conditions of approval; and
- D. Adopt the two (2) findings of fact and approve the Tree Permit subject to twenty (20) 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 13.35-acre project site is located in the City's West Roseville Specific Plan (WRSP) area, at the northeast corner of Blue Oaks Boulevard and Fiddymont Road (see Figure 1). The WRSP was approved by the City on February 4, 2004 and established the land use designations and zoning standards for the specific plan area. The subject property is located on Parcel F-31 of the WRSP and has a zoning and General Plan land use designation of Community Commercial (CC). Per the WRSP, Parcel F-31 is anticipated for the development of a conventional community/neighborhood retail center.

The proposed project is a request for a Design Review Permit to construct a retail center consisting of a ±35,000 square-foot anchor grocery store, a 12-pump gas station with a ±3,500 square-foot convenience store and car wash, and seven additional buildings ranging in size from approximately 3,750 square feet to 9,750 square feet, as well as associated parking, lighting, and landscaping. The total building square footage will be approximately 82,100 square feet. The project also includes a Tentative Subdivision Map to subdivide the parcel into eight (8) lots and a Tree Permit to allow the removal of several native oak trees on the westerly portion of the site in order to facilitate development. The proposed Lot 2 on the

northeastern corner of the site encompasses the future second phase of the project and will require a separate Design Review Permit.

Figure 1: Project Location



SITE INFORMATION

Location: 1950 Blue Oaks Boulevard; APN 017-117-093-000

Total Size: 13.35 acres

Topography and Setting: The project site is currently undeveloped and is comprised mostly of annual grasslands and several native oak trees. The site varies in grade; it generally slopes downward on the southwestern and northwestern corners of the site, where the oak trees are located, and then becomes level with the roadways. There are significant grade changes from Fiddymont Road and Harvey Wy. to the project with these roadways being significantly higher than the project site. The site is also adjacent to Harvey Way to the north with an undeveloped High Density Residential (HDR) parcel beyond, Oak Meadow Drive to the east with Fiddymont Ranch Apartments beyond, Blue Oaks Boulevard to the south with single-family residential uses beyond, and Fiddymont Road to the west with a medical office building beyond. Street and utility improvements for the streets adjacent to the site were completed with the Fiddymont Phase 1 infrastructure improvements.

EVALUATION: DESIGN REVIEW PERMIT

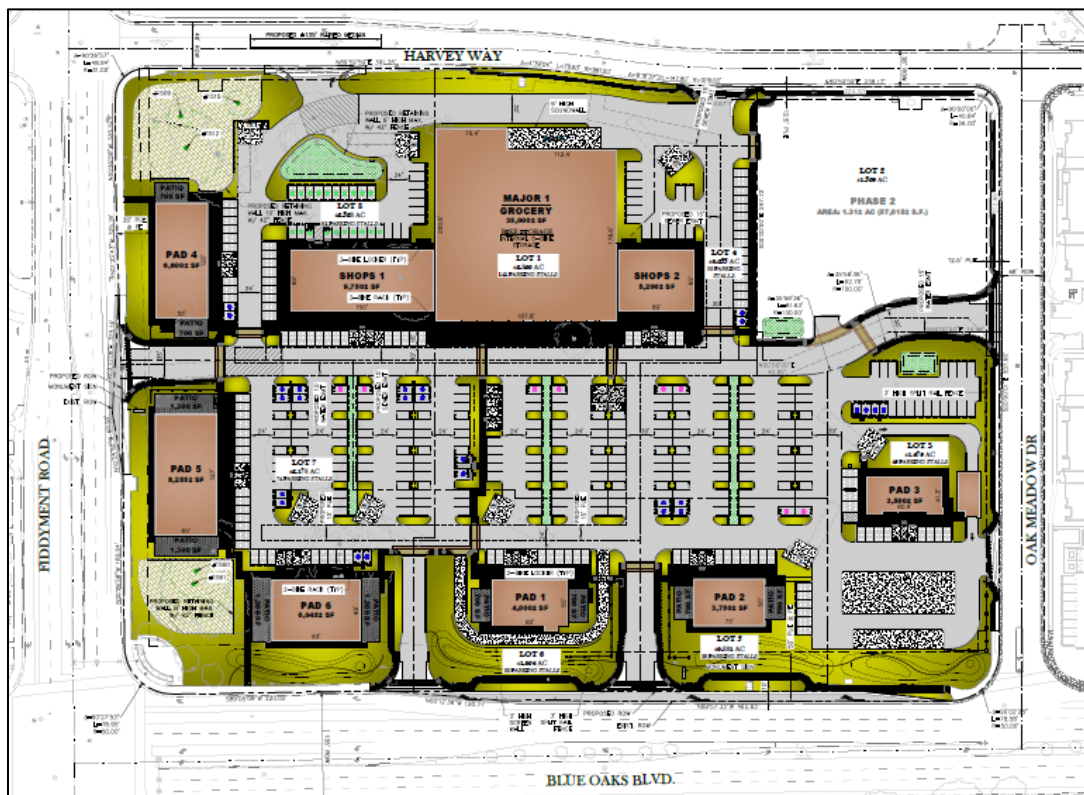
Section 19.78.060(B) of the City of Roseville Zoning Ordinance requires four findings of fact be made in order to approve a Design Review Permit. The four findings for approval of the Design Review Permit are listed below and are followed by an evaluation.

- 1. The project as approved preserves and accentuates the natural features of the property, such as open space, topography, trees, wetlands and water courses, provides adequate drainage for the project, and allows beneficial use to be made of the site for development.***
- 2. The project site design as approved provides open space, access, vehicle parking, vehicle, pedestrian and bicycle circulation, pedestrian walks and links to alternative modes of transportation, loading areas, landscaping and irrigation and lighting which results in a safe, efficient, and harmonious development and which is consistent with the applicable goals, policies and objectives set forth in the General Plan, the Community Design Guidelines and the West Roseville Specific Plan.***
- 3. The building design, including the materials, colors, height, bulk, size and relief, and the arrangement of the structures on the site, as approved is harmonious with other development and buildings in the vicinity and which is consistent with the applicable goals, policies and objectives set forth in the General Plan, the Community Design Guidelines and the West Roseville Specific Plan.***
- 4. The design of the public services, as approved, including, but not limited to, trash enclosures and service equipment are located so as not to detract from the appearance of the site, and are screened appropriately and effectively using construction materials, colors and landscaping that are harmonious with the site and the building designs.***

The evaluation of the Design Review Permit has been based on the applicable development and design standards within the City's Zoning Ordinance, the City's Community Design Guidelines (CDG), and the WRSP. Staff reviewed the proposal for consistency with all applicable standards and found the project to be consistent with the pertinent requirements and guidelines. The following sections of evaluation focus on areas of interest.

Site Planning & Building Siting: The project creates a commercial setting along the adjacent roadways by situating the pad buildings forward along the street (outside of the frontage easements) and locating the parking lots internal to the site (see Figure 2).

Figure 2: Site Plan



The anchor grocery store is identified as Major 1 with in-line tenants on either side (identified as Shops 1 and Shops 2), and is located on the northern portion of the site. A loading dock is proposed on the rear of the building that will be screened with a 9-foot tall wall to comply with the recommendations of the noise study (see Attachment 6 of Exhibit A, the Initial Study/Mitigated Negative Declaration). In addition, a 6-foot tall masonry wall with decorative stone pilasters will be located behind the proposed landscaping along Harvey Way to buffer the future HDR use to the north from the project's loading dock and on-site truck circulation areas.

Pad 1 is designed to accommodate a drive-through user. Although Pad 1 is located along Blue Oaks Boulevard, the drive-through aisle will be screened by a 3-foot tall wall and by the 50-foot wide landscape corridor, consistent with the CDG. Pad 3 is anticipated to be a convenience store with a gas station and drive-through car wash; however, building elevations for Pad 3 and the gas canopy were not included with the project materials. As such, a condition of approval has been added requiring a separate Design Review Permit for Pad 3 to ensure consistency with the overall project design and compliance with applicable design guidelines and standards (Condition #4 of the Design Review Permit).

Vehicle Access & Circulation: The proposed project includes two entries on Blue Oaks Boulevard, one entry on Fiddymment Road, two entries on Harvey Road, and two entries on Oak Meadow Drive. All driveways will be restricted to right turn ingress and egress only, with the exception of the eastern driveway along Harvey Road and the two driveways on Oak Meadow Drive, which will allow for both right and left turning movements. The proposed access and circulation design was evaluated in a technical memorandum prepared by Kimley-Horn, which is included as Attachment 7 of Exhibit A. This study was used to determine driveway spacing, entryway throat depths, turn pocket lengths, and other elements of access and circulation design for the proposed project. The project was also reviewed by the City Engineering and City Fire Department staff and was found to comply with refuse service standards and with emergency circulation requirements.

Pedestrian Access & Circulation: The project includes several internal pedestrian pathways and includes the completion of sidewalks and landscaping around the project perimeter. The sidewalks will provide access from the surrounding uses. Consistent with the WRSP, all frontage pedestrian paths will be a minimum of eight (8) feet in width along Blue Oaks Boulevard and Fiddymment Road, and a minimum of four (4) feet in width along Harvey Way and Oak Meadow Drive. In addition to the sidewalks along the vehicle entries, pedestrian connections will be provided at locations where foot traffic is most likely to occur to provide easy access to the site. These connections are provided near the corner of Blue Oaks Boulevard and Fiddymment Road, near the corner of Fiddymment Road and Harvey Way, and along Oak Meadow Drive. The project is consistent with the WRSP and CDG related to pedestrian access and circulation.

Parking: Based on the City's Zoning Ordinance parking standards for shopping centers, the project is required to provide a total of 411 parking spaces (one space per 200 square feet). As tenant spaces are leased, each tenant will utilize the applicable parking requirement for the use as outlined in the Zoning Ordinance. The project provides a total of 420 parking spaces, which exceeds the total parking requirement. Additionally, the WRSP designates the project site as a Park and Ride lot, with a total of 20 spaces required. The project provides these spaces to the north of the Shops 1 building, which is in close proximity to the transit stop along Fiddymment Road.

Architecture: The WRSP provides standards and guidelines for streetscapes and project design intent, but defers to the CDG for the evaluation of architecture and building design. Key guidelines related to architectural design within the CDG include direction to define development character through the use of a consistent design concept (CC-39), to use variation in wall planes and building form (CC-41), to provide articulation at main building entries (CC-44), to use a variation of colors and materials (CC-46), and to apply architectural treatment to all sides of a building facing public areas (CC-47).

The applicant has proposed a "contemporary prairie" design concept, with an emphasis on clean, horizontal lines and a complementary mix of materials. The building façades have overlapping rectangular forms and flat roofs of varying heights, which provide sufficient screening of mechanical rooftop equipment. Consistent

with the CDG, the building design is well articulated through the use of building projections and recesses, trellises, awnings, and window styles. The building materials primarily consist of cement plaster with brick veneer applied strategically to highlight areas of interest. The buildings include metal cornices and bands, modern glass and anodized aluminum storefronts, and metal trellises. Fabric awnings are used to complement these materials and soften the façades. The building colors consist of earth tones including olive green, gray, tan, and rust colored panels and banding. Figure 3 illustrates the front building elevation of the in-line building that consists of Major 1 (the anchor grocery store) and Shops 1 and 2. The main building entry areas are defined by forward presentation, variation in the roofline, and aluminum storefront windows. The variation in colors and materials combined with the variation in wall planes create texture and depth in the façade.

Figure 3: Major 1, Shops 1 and 2 Front Elevation



The project's street-facing elevations are designed with faux storefronts and other architectural detailing such as clerestory windows, green screen trellises, fabric awnings, and angled roof elements to provide a visually engaging streetscape. Figure 4 below illustrates the south and west elevations of Pad 6, which face Blue Oaks Boulevard and Fiddymment Road, respectively. Overall, the pad buildings are designed to tie in cohesively with the anchor building, achieving a consistent design character for the center. The project architecture is also harmonious with development in the vicinity of the site, using similar and complementing earth tone colors and materials as the medical office building to the west and the Fiddymment Ranch Apartments to the east.

Figure 4: Pad 6 South and West Elevations



Landscaping and Lighting: Landscaping for the project site includes frontage improvements along the perimeter of the property, at project entry points, and within the parking lot. As required by the WRSP Design Guidelines, the landscape corridors for Blue Oaks Boulevard and Fiddymont Road have widths of 50 feet and 35 feet, respectively. Primary street trees consist of Grecian laurel and red maple along Blue Oaks Boulevard, Interior live oak and sour gum along Fiddymont Road, deodar cedar along Harvey Way, and red maple along Oak Meadow Drive. Hedge and border shrubs are proposed around the entire project perimeter to screen parking areas, service areas, future gas station canopies, and drive-through lanes from view. The City's minimum requirement of 50% shading in parking lots is accomplished with a mix of Chinese pistache and evergreen elm trees. As proposed and conditioned, staff finds the landscape plan meets the intent of the CDG and the WRSP design guidelines, and is consistent with the City's Water Efficient Landscape Ordinance.

As mentioned, the project is located at the northeast intersection of Blue Oaks Boulevard and Fiddymment Road, which is considered a key intersection in the WRSP. The existing neighborhood entry feature located at this corner will be retained, which consists of a combination of plant materials, hardscape elements (such as pilasters and raised planters), and signage that is intended to visually define the Plan Area and reinforce the streetscape theme within the Fiddymment Ranch neighborhood. Although the project will involve the removal of native oak trees, some of the existing oak trees located at the northwestern and southwestern corners of the site will be retained and incorporated into the project design, which will help frame the intersections. The outdoor patios of Pads 4—6 will provide views of these oak trees. Further discussion on the removal of oak trees is provided in the Tree Permit evaluation section of this report.

In addition to the planting plan, the landscape plans also include furnishings and fixtures. Furnishings include three-foot tall pre-cast concrete split-rail fencing, building mounted light fixtures that complement the style of the building, steel shade arbors in outdoor patio areas, and the use of stamped and decorative pavement in key areas and pathways to define the pedestrian environment. A photometric plan was included for the project, which demonstrates consistency with the City's minimum lighting level requirements (0.5 foot-candles in pedestrian areas and 1.0 foot-candles in vehicle areas).

Design Review Permit Conclusion

Based on the analysis contained in this staff report and with the project conditions, staff finds that the proposed project is consistent with the policies and intent of the General Plan, the WRSP, and the City's Community Design Guidelines. The project will not be detrimental to public health or safety, nor will it be detrimental to the public welfare.

EVALUATION: TENTATIVE SUBDIVISION MAP

Section 18.06.180 of the City of Roseville Subdivision Ordinance requires that three findings be made 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 Title 18 (Subdivision Ordinance) of the Roseville Municipal Code.***

Parcel size, design, configuration, location, orientation, and character: The proposed subdivision will result in the creation of eight parcels ranging in size from approximately 0.66 to 2.87 acres. The locations of the parcels are based on the locations of the proposed buildings and their associated parking areas. The Map Act and Subdivision Ordinance do not contain any maximum or minimum lot sizes. Based on the Design Review Permit evaluation section, the lots are large enough to adequately allow for the proposed development on the parcels.

Grading and Drainage: Grading and drainage required for development of the parcels have been reviewed with the Design Review Permit and have been determined to comply with City standards as shown in the grading and drainage plan, and as conditioned.

Access & Circulation: The project is conditioned to ensure the driveways are constructed to comply with the City's design standards, and to allow reciprocal access and parking easements on both parcels. On-site circulation has been reviewed with the Design Review Permit and found to be adequate. Access and circulation is consistent with the City's Subdivision Ordinance and the City's Improvement Standards.

- 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 the proposed development and are consistent with the applicable zoning and design requirements, as discussed in the Design Review Permit evaluation section of the staff report. There are no watercourses or other natural features on the site that would impede development.

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.

Anticipated water quality impacts and discharge of waste are not affected by the proposed Tentative Subdivision Map. The design of the sewer lines in the project area and treatment capacity at the City's sewage treatment plant have adequate conveyance and capacity to accommodate development on the proposed parcels created by the Tentative Subdivision Map.

EVALUATION – TREE PERMIT

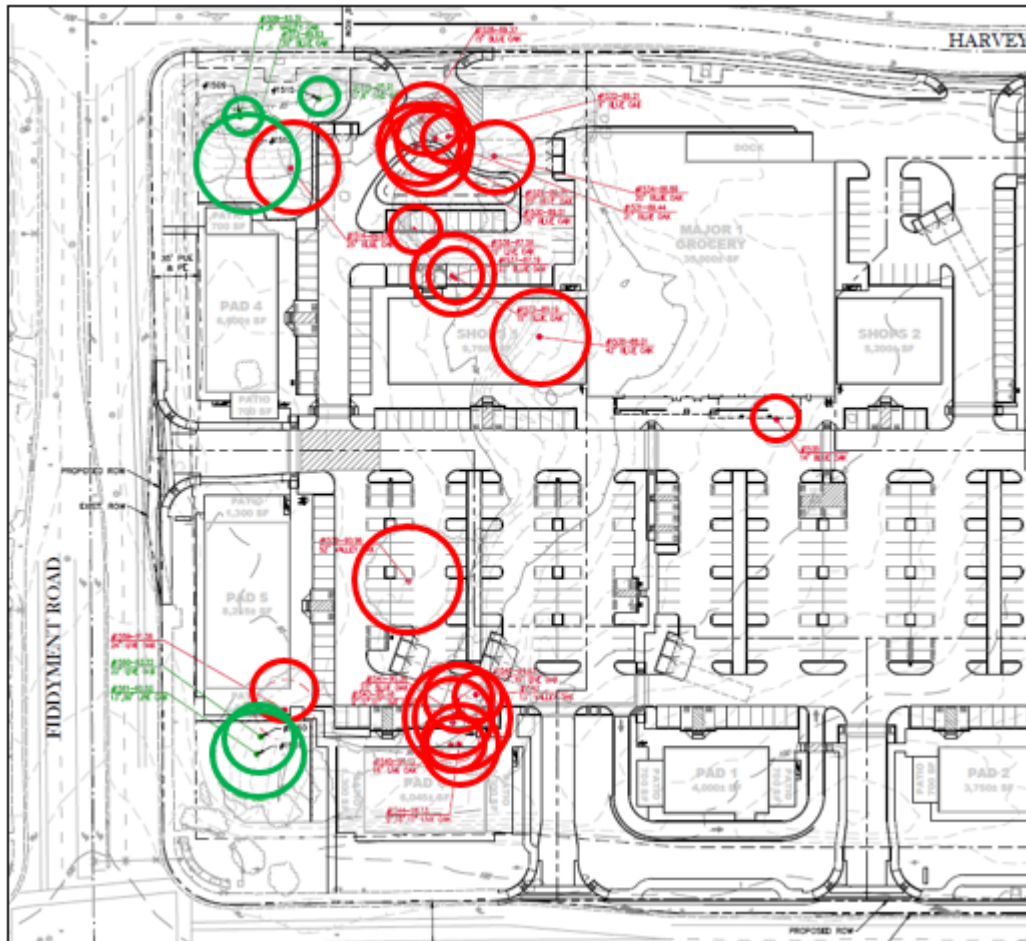
Pursuant to Zoning Ordinance Section 19.66.030, a Tree Permit is required for any removal of native oak trees or for more than 20% encroachment into the dripline of a native oak tree. The proposed project will result in the removal of several native oak trees. The required findings to approve a Tree Permit are listed below.

- 1. Approval of the Tree Permit will not be detrimental to the public health, safety or welfare, and approval of the Tree Permit is consistent with the provisions of Chapter 19.66.***
- 2. Measures have been incorporated into the project or permit to mitigate impacts to remaining trees or to provide replacement for trees removed.***

An arborist report including a tree inventory summary was provided by California Tree and Landscape Consulting, Inc., dated February 20, 2020 (see Exhibit J). A total of 33 protected oak trees were identified on the property. Staff worked with the applicant to preserve as many of the trees to the extent feasible; however, a majority of the trees will require removal because they conflict with the proposed improvements. The loss of these trees were anticipated in the WRSP Environmental Impact Report, which identified the oak trees on the project site as being lost due to development. Of the 33 trees, 28 trees with a total aggregate diameter of 721 inches are proposed for removal to facilitate development of the site, while five (5) trees are proposed to be retained. Eight (8) of the trees proposed for removal were identified as having failed and being in a down and dead condition. Figure 5 and Exhibit K includes the tree locations; those identified in green are proposed for retention and those identified in red are proposed for removal.

The applicant has proposed to comply with the compensation requirements of the City's Tree Preservation Ordinance. Mitigation will be completed with a combination of on-site planting and payment into the City's in-lieu fee program. The total number of mitigation inches for this project is 721. The Tree Preservation Ordinance allows up to 50% of the replacement requirement be met with planting of non-native species, which amounts to 360.5 inches for this project. The project also includes the planting of 13, 24-inch box native oak trees, which provide a total mitigation credit of 26 inches. The remaining 333 inches will be mitigated through payment of in-lieu fees. These funds are used for the replanting and preservation of trees throughout the City. Mitigation fees are calculated at \$118 per inch of tree removed when measured at the tree's diameter at breast height (DBH). The tree mitigation fees for the project equate to \$39,294 and are required to be paid prior to the removal of the trees.

Figure 5: Protected Oak Tree Locations



The Tree Permit contains all of the standard conditions of approval, which includes a requirement to follow all of the recommendations of the Arborist Report. The arborist's recommendations include monitoring any excavation for the retaining wall footings for the trees to remain on the site. The removal of these trees will not be detrimental to the public health, safety, or welfare, and measures have been incorporated to mitigate impacts.

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 the application was also distributed to the Roseville Coalition of Neighborhood Associations (RCONA), and the project was brought to the joint Westpark/Fiddyment Farms Neighborhood Association meeting of February 11, 2020. Feedback at the neighborhood meeting, which was attended by more than 50 people, was positive. Questions were generally focused on the types of tenants expected in the center and construction timelines. A public notice of the Planning Commission hearing was published on May 1, 2020 and a notice of hearing was also distributed to RCONA, to all interested persons, and to all property owners within 300 feet of the site. To date, no comments have been received.

ENVIRONMENTAL DETERMINATION

As required by the California Environmental Quality Act (CEQA), the City of Roseville, acting as Lead Agency, prepared an Initial Study/Mitigated Negative Declaration (IS/MND) to evaluate the environmental effects of the project. The document was released for a 20-day public comment period, which began on April 17, 2020 and ended on May 7, 2020. The document analyzed the potential for environmental impacts due to project implementation and determined that potentially significant impacts related to Biological Resources, Noise, and Cultural Resources could be reduced to less than significant levels with mitigation. The Mitigated Negative Declaration and associated Mitigation Monitoring and Reporting Program are included as Exhibit A. On May 7th, Staff received a letter from the Law Office of Robert M. Bone, representing an unincorporated association of Roseville community residents, expressing concern that the environmental impacts of the proposed project had not been adequately reviewed. Staff will provide a separate memorandum including the correspondence and staff's response to the letter prior to the hearing.

RECOMMENDATION

The Planning Division recommends the Planning Commission take the following actions:

- A. Adopt the **Plaza at Blue Oaks Mitigated Negative Declaration and the Mitigation Monitoring and Reporting Program**;
- B. Adopt the four (4) findings of fact as stated in the staff report and approve the **DESIGN REVIEW PERMIT – 1950 BLUE OAKS BOULEVARD – WRSP PCL F-31 – THE PLAZA AT BLUE OAKS – PL17-0368** subject to one hundred one (101) conditions of approval;
- C. Adopt the three (3) findings of fact as stated in the staff report and approve the **TENTATIVE SUBDIVISION MAP – 1950 BLUE OAKS BOULEVARD – WRSP PCL F-31 – THE PLAZA AT BLUE OAKS – PL17-0368** subject to thirty-nine (39) conditions of approval; and
- D. Adopt the two (2) findings of fact as stated in the staff report and approve the **TREE PERMIT – 1950 BLUE OAKS BOULEVARD – WRSP PCL F-31 – THE PLAZA AT BLUE OAKS – PL17-0368** subject to twenty (20) conditions of approval.

CONDITIONS OF APPROVAL FOR THE DESIGN REVIEW PERMIT (FILE #PL17-0368)

- 1. This design review permit approval shall be effectuated within a period of two (2) years from **May 14, 2020** and if not effectuated shall expire on **May 14, 2022**. Prior to said expiration date, the applicant may apply for an extension of time, provided this approval does not extend the expiration beyond **May 14, 2023**. (Planning)
- 2. The project is approved as shown in Exhibits B—K, and as conditioned or modified below. (Planning)
- 3. The project shall comply with all required environmental mitigation identified in the Plaza at Blue Oaks Mitigated Negative Declaration. (Planning)
- 4. The applicant shall submit and gain approval of a Design Review Permit for Pad 3 prior to building permit issuance. (Planning)
- 5. The applicant shall submit and gain approval of a Design Review Permit for the future development of Phase 2 (Lot 2). (Planning)
- 6. The project shall be addressed as 1950 Blue Oaks Blvd. The lots and the buildings thereon shall be addressed as follows: Lot 1 (along with Major 1) shall be addressed as 1970 Blue Oaks Blvd, Lot 2 shall be addressed as 2081 Oak Meadow Dr, Lot 3 (along with the building on PAD 3) shall be addressed as 1930 Blue Oaks Blvd, Lot 4 (along with Shops 2) shall be addressed 1960 Blue Oaks Blvd, Lot 5 (along with the building on PAD 2) shall be addressed 1940 Blue Oaks Blvd, Lot 6 (along

with the building on PAD 1) shall be addressed 1980 Blue Oaks Blvd, Lot 7 (along with the building on PAD 6) shall be addressed 2000 Blue Oaks Blvd and the building on PAD 5 shall be addressed 2010 Blue Oaks Blvd, Lot 8 (along with Shops 1) shall be addressed 1990 Blue Oaks Blvd and the building on PAD 4 shall be addressed 2020 Blue Oaks Blvd. All projects with multi-tenants or buildings must submit a site plan with building footprint(s) and suite numbers to the Development Services Department (Business Services – Addressing) for review and approval. The City Addressing Guidelines should be used for reference when assigning suite numbers. (Business Services)

7. 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)
8. 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)
9. 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 are approved and grading and/or encroachment permits are issued by the Department of Development Service Engineering Division (Engineering)
10. 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. (Engineering)

PRIOR TO ISSUANCE OF BUILDING PERMITS:

11. Parking stalls shall meet, or exceed, the following minimum standards:
 - a. All parking stalls shall be double-striped. Parking stalls adjacent to sidewalks, landscaped areas or light fixtures, and all Accessible stalls shall about a 6" raised curb or concrete bumper. (Planning)
 - b. Standard -- 9 feet x 18 feet; Compact--9 feet x 16 feet; Accessible--14 feet x 18 feet (a 9 foot wide parking area plus a 5 foot wide loading area) and a minimum of one (1) parking space shall be Accessible van accessible--17 feet x 18 feet (9 foot wide parking area plus an 8 foot wide loading area). (Planning)
 - c. An 'exterior routes of travel' site accessibility plan incorporating slope, cross-slope, width, pedestrian ramps, curb ramps, handrails, signage, detectable warnings or speed limit signs or equivalent means shall comprise part of the site improvement plans submitted to City for review, prior to building plan check approvals. This site accessibility plan shall also include:
 - i) Accessible parking stalls shall be dispersed and located closest to accessible entrances. The total number of accessible parking spaces shall be established by Table 11B-208.2 of the CBC.
 - ii) Accessible Parking spaces and crosswalks shall be signed, marked and maintained as required by Chapter 11B of the CBC.
 - iii) Accessible parking and exterior route of travel shall comply with CBC, Sections 11B-206 and 11B-208. (Building)

12. Signs and/or striping shall be provided on-site as required by the Planning Department to control on-site traffic movements. Parking lot striping and signage shall be maintained in a visible and legible manner. (Planning)
13. The plans submitted to the Building Department for permits shall indicate all approved revisions/alterations as approved by the Commission including all conditions of approval. (Planning)
14. The project Landscape Plans shall comply with the following:
 - a. The Landscape Plan shall indicate the location of, and be designed to avoid conflicts with, all pole-mounted light fixtures and utility equipment including (but not limited to) electric transformers, switchgear, and overhead lines, backflow preventors, fire department connections, and public water, sewer, and storm drain facilities. (Planning, Fire, EUD, Electric, Public Works)
 - b. The tree plantings in the parking lot shall be designed to provide a minimum of 50% shade coverage after 15 years. (Planning)
 - c. At a minimum, landscaped areas not covered with live material shall be covered with a rock, 3" bark (no shredded bark) or 3" mulch covering. (Planning)
 - d. The landscape plan shall comply with the Landscape Guidelines for West Roseville Specific Plan and the City of Roseville Water Efficient Landscape Ordinance. (Planning)
 - f. All landscaping in areas containing electrical service equipment shall conform with the Electric Department's Landscape Requirements and Work Clearances as outlined in Section 10.00 of the Departments "Specification for Commercial Construction." (Electric)
15. Any roof-mounted equipment and satellite dishes proposed shall be shown on the building plans. The equipment shall be fully screened from public streets and the surrounding properties. (Planning)
16. At the time of building permit application and plan submittal, the project applicant shall submit a proposed plan which shows the suite addressing plan for individual tenant spaces within the building. The Chief Building Official, or the designate, shall approve said plan prior to building permit approval. (Building)
17. A separate Architectural Site Accessibility Plan which details the project's site accessibility information as required by California Title 24, Part 2 shall be submitted as part of the project Building Permit Plans. (Building)
18. For Multiple Building Complexes: As part of the required Architectural Site Accessibility Plan, the developer shall delineate the extent of the site accessibility improvements being installed as part of the initial improvements for the project, and those that are planned to be developed as part of subsequent phases (i.e. around future pad buildings). (Building)
19. Building permit plans shall comply with all applicable code requirements (California Building Code – CBC – based on the International Building Code, California Green Building Standards Code-CGBSC, California Mechanical Code – CMC – based on the Uniform Mechanical Code, California Plumbing Code – CPC – based on the Uniform Plumbing Code, California Fire Code – CFC – based on the International Fire Code – with City of Roseville Amendments – RFC, California Electrical Code – CEC – based on the National Electrical Code, and California Energy Standards – CEC T-24 Part 6), California Title 24 and the American with Disabilities Act - ADA requirements, and all State and Federally mandated requirements in effect at the time of submittal for building permits (contact the Building Division for applicable Code editions). (Building)

20. Parapet/cornice construction shall support the weight of a ladder leaning against the parapet as well as a 330-pound vertical load applied to the **leading edge** of the horizontal projection of the cornice (a 250-pound firefighter carrying 80 pounds of equipment stepping off of a ladder onto the top of the cornice). (CFC Chapter 1) (Building)
21. For restaurants, or other food services, contact the Placer County Health Department. (Building)
22. For restaurants, or other food services. The developer shall obtain all required approvals and permits from the Placer County Health Department and the City of Roseville Industrial Waste Division. (Building, Environmental Utilities)
23. Maintenance of copy of building plans: Health and Safety Code section 19850 requires the building department of every city or county to maintain an official copy of the building plans for the life of the building. As such, each individual building shall be submitted as a separate submittal package. Building plan review, permit issuance and archiving is based on each individual building address. (Building)
24. 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)
25. 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)
26. Blue Oaks Boulevard shall be improved with two A-7 driveways. The western driveway shall be a minimum of 30-foot in width and the eastern driveway shall be a minimum of 35-foot in width. Both driveways shall be restricted to right turn ingress and egress only. An Auxiliary lane with a 90-foot entry taper shall be constructed along the frontage to provide right turn access to the driveway and will terminate into the existing right turn lane at Fiddymment Road. All frontage pedestrian paths shall be a minimum of 8-foot in width. (Engineering)
27. Fiddymment Road shall be improved with a 35-foot wide A-7 driveway. This driveway shall be restricted to right turn ingress and egress only. All frontage pedestrian paths shall be a minimum of 8-foot in width. (Engineering)
28. Harvey Way shall be improved with two A-7 driveways. The western driveway shall be a minimum of 35-foot in width and restricted to right turn ingress and egress access only. The eastern driveway shall be a minimum of 30-foot in width. All frontage pedestrian paths shall be a minimum of 4-foot in width. (Engineering)
29. Oak Meadow Drive shall be improved with two 35-foot wide A-7 driveways. All frontage pedestrian paths shall be a minimum of 4-foot in width. (Engineering)
30. The Developer shall provide striping and signage to prevent the blockage at the first onsite intersections located off of Fiddymment Road driveway and the western driveway on Harvey Way. (Engineering)
31. The Developer shall enter into a construction fee agreement based upon a construction cost of \$10,000 per shelter for future construction of the Bus Shelter on the NE corner of Fiddymment Road and Blue Oak Blvd. (shelter number 176) (Engineering, Alternative Transportation)

32. The project shall include a 20-space park-and-ride per the Specific Plan requirements and in proximity to the transit shelter on Fiddymment Road. The park-and-ride lot shall include accessible parking as required by the building code, a path of travel from the accessible parking to the transit shelter on Fiddymment Road, signs identifying the park-and-ride spaces and their availability to the public. The park-and-ride area shall include appropriate lighting and security measures. The landowner shall be responsible for maintenance of the park-and-ride lot and all its appurtenances. (Engineering, Alternative Transportation)
33. Bike parking and clean air vehicle spaces shall be provided per the California Green Building Standards. Bike rack/locker design and location shall be approved by Alternative Transportation. Parking stall markings are to be marked as "Carpool/Clean Air/EV" instead of using the words "Vanpool". The "clean air" spaces should be distributed throughout the site, including near the major buildings. The building permit plans shall show internal bike parking. (Alternative Transportation, Building)
34. The applicant/developer shall prepare a Transportation Systems Management (TSM) plan for *The Plaza at Blue Oaks* to be reviewed and approved by the Transportation Commission (Alternative Transportation)
35. The applicant shall dedicate all necessary rights-of-way or Public Utility Easement for the widening of any streets or transfer of public utilities across and over any portion of the property as required with this entitlement. A separate document shall be drafted for approval and acceptance by the City of Roseville, and recorded at the County Records Office. (Engineering)
36. 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. The storm drain system and proposed BMP's shall be privately owned and maintained by the property owner. Prior to the issuance of any permits, the owner shall provide a plan for the maintenance of the proposed BMP's. (Engineering)
37. 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)
38. 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)
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 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)
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. The applicant shall remove and reconstruct any existing damaged curb, gutter, and sidewalk along the property frontage. During plan check of the improvement plans and/or during inspection, Public Works will designate the exact areas to be reconstructed. Any existing public facilities damaged during the course of construction shall be repaired by the property owner and at the property owner's expense, to the satisfaction of the City. (Engineering)
42. 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)
43. Prior to the issuance of building permits, the property owner shall pay into the following fee programs: Citywide Drainage Fee, Citywide Traffic Mitigation Fee (TMF), Highway 65 Joint Partners Association (JPA), South Placer Regional Transportation Authority (SPRTA), and City/County Fee. (Engineering)
44. Upon issuance of each building permit, the property owner shall pay the WRSP Transit Shuttle Service Fee per Development Agreement Section 3.15.14. (Alternative Transportation)
45. The applicant/developer shall prepare a Transportation Systems Management (TSM) Plan for the Plaza at Blue Oaks to be reviewed and approved by the Transportation Commission. (Public Works)
46. 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)
47. The applicant shall pay all applicable water and sewer fees. (Environmental Utilities)
48. Water and sewer infrastructure shall be designed pursuant to the adopted City of Roseville Improvement Standards and the City of Roseville Construction Standards and shall include:
 - a. 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.
 - b. Water, sewer and recycled mains shall not exceed a depth of 12' below finished grade, unless authorized in these conditions of approval.
 - c. All sewer manholes shall have all-weather 10-ton vehicle access unless authorized by these conditions of approval. (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. Trash enclosures, recycling areas, and enclosure approaches shall be designed to current Refuse Division specifications, the materials and colors shall match the building, and the location of such facilities shall be reviewed and approved by the Refuse Division, Planning and the Fire Department. The enclosure must have inside dimensions of 12 feet wide and 9 feet deep and be built to the specifications of the Solid Waste Department's Enclosure Description. (Refuse, Planning, Fire)

51. Access to trash enclosures shall have an inside turning radius of 25 feet and an outside turning radius of 45 feet must be maintained to allow the refuse truck access to and from the enclosure. Enclosures must have a clear approach of 65 feet in front of the enclosure to allow servicing bins. (Refuse)
52. A trash enclosure and recycling enclosure is required for each building and each tenant, otherwise, the building owner is responsible for the trash service. (Refuse)
53. The design and installation of all fire protection equipment shall conform to the California Fire Code and the amendments adopted by the City of Roseville, along with all standards and policies implemented by the Roseville Fire Department. (Fire)
54. The applicable codes and standards adopted by the City shall be enforced at the time construction plans have been submitted to the City for permitting (Fire)
55. The fire flow required, at a 50% reduction due to the buildings being sprinklered, will be based on the largest single structure in accordance with the California Fire Code at the time detail plans are submitted to the City of Roseville for review. The maximum fire flow will not exceed 4,000 gpm based on the Appendix III-AA of the California Fire Code. (Fire)
56. The fire department access road shall meet the City's requirements for width and turning radii of 30 and 50 as noted on the fire department standards for access. This shall be enforced at the time plan are submitted for review, Additional information can be found on the City's web site www.roseville.ca.us or contact Jason Rizzi, Fire Division Chief, at 916-774-5802 or jrizzi@roseville.ca.us with the Fire and Life Safety Division for information. (Fire)
57. If high-pile storage is involved as part of the construction of this occupancy, a separate fire permit shall be obtain from the fire department in accordance with the California Fire Code. Plans shall be submitted for approval prior to installation. (Fire)
58. Automatic fire extinguishing system risers, fire alarm system panels and digital alarm communicator system panels shall be located within an approved fire control room and shall be accessible from an adjacent fire apparatus roadway. There shall be only one fire control room per building. Said fire control room shall be a minimum size of thirty-five (35) square feet in size and shall be openable from the exterior via an approved door opening. (Fire)
59. All fire apparatuses, such as fire department connections and post indicating valves, serving identified building shall be designed and installed adjacent to each structure for first responder's operational purposes. (Fire)
60. If the existing water supply is unable to support the automatic fire sprinkler system, a listed fire pump would be your only option. If this is the case, you required fire pump room will have to be enlarged to accommodate all the required apparatuses needed to operate such a system. (Fire)
61. The phasing of this project shall not limit the fire department requirements for access and circulation throughout the project as a result of continuous construction in accordance with the California Fire Code, 2016 with the City of Roseville's Amendments. A separate phasing plan (and permit issued by the Building Department) shall be reviewed and approved by this department. (Fire)
62. This building shall be designed with fire department access doors every 100 lineal feet in accordance with Chapter 32 of the California Fire Code. (Fire)
63. This project shall not reduce the responsibilities of the owner(s) or future owners of these parcels from maintaining all on-site fire systems including all underground water lines if applicable. Private

underground fire lines that serve multiple buildings and/or parcels shall be part of the reciprocal easement agreement. There shall be a clear language regarding maintenance and common easements agreement for service in the CCRs. A service company shall be obtained to maintain all on-site fire protection systems as noted in the conditions of approval. (Fire)

64. If added cornice construction is involved, the design shall support the weight of a ladder leaning against the assembly as well as a 330-pound vertical load applied to the **leading edge** of the horizontal projection of the cornice (a 250-pound firefighter carrying 80 pounds of equipment stepping off of a ladder onto the top of the cornice). (Fire)
65. Use, increase of hazardous materials or storage, liquids, gases and/or chemicals shall meet the requirements of the Chapter 6.95 of the Health and Safety Code, the Roseville Fire Department and the National Fire Codes. Submit a complete plan set and the Hazardous Materials Business Plan, including names and amount of any hazardous materials that will be stored or used, to the Fire and Life Safety Division for review and approval. A permit application shall also be provided at the time of submittal. Contact Steve Anderson of our Hazardous Materials Division within the Fire Department at (916) 774-5821 to initiate the process. Satisfaction of storage and use shall be determined prior to requesting occupancy. (Fire)
66. Adequate radio coverage shall be provided within all buildings for public safety agencies, as required by Roseville Municipal Code and the California Fire Code. A field test shall be provided by a person in possession of a current FCC License, or a current technician certification issued by the Associated Public-Safety Communications Officials International (APCO), or the National Association of Business and Educational Radio (NABER). The building owner shall retain all test records on the inspected premises and a copy shall be submitted to the Fire Department officials in accordance with Section 510 of the California Fire Code.
67. Adequate radio coverage shall include all of the following:
 - a. A minimum signal strength of 95 dBm available in 90% of the area of each floor of the building when transmitted from the closest City of Roseville Radio Communication site.
 - b. A minimum signal strength of 95 dBm received at the closest City of Roseville Communication site when transmitted from 90% of the area of each floor of the building.
 - c. The frequency range that must be supported shall be 821-824 MHz and 866-869 MHz.
 - d. A 100 % reliability factor. (Fire, Police)
68. The Electric Department requires the submittal of the following information in order to complete the final electric design for the project:
 - a. one (1) set of improvement plans
 - b. load calculations
 - c. electrical panel one-line drawings (Electric)
69. All on-site external lighting shall be installed and directed to have no off-site glare. Lighting within the parking areas and pedestrian walkways shall provide a maintained minimum of one (1) foot candle, and 0.5 foot candle of light, respectively. All exterior light fixtures shall be vandal resistant. (Planning & Police)
70. The parking lot shall have properly posted signs that state the use of the parking area is for the exclusive use of employees and customers of this project. (See California Vehicle Code Sections 22507.8, 22511.5, 22511.8, 22658(a), and the City of Roseville Municipal Code Section 11.20.110). The location of the signs shall be shown on the approved site plan. (Planning & Police)

71. It is the developer's responsibility to notify PG&E of any work required on PG&E facilities. (PG&E)

DURING CONSTRUCTION & PRIOR TO ISSUANCE OF OCCUPANCY PERMITS:

72. Any backflow preventors visible from the street shall be painted green to blend in with the surrounding landscaping. The backflow preventors 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 preventor to the landscaping.
 - b. For maintenance purposes, the landscaping shall only be installed on 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 preventor shall be covered with a green cover that will provide insulation. (Planning, Environmental Utilities)
73. The following easements shall be provided by separate instrument and shown on the site plan, unless otherwise provided for in these conditions:
- b. Water, sewer, and reclaimed water easements. (Engineering, Environmental Utilities)
 - c. Additional internal easements will be required to cover primary electrical facilities to the project when the final electrical design is completed. (Electric)
 - d. If not already provided with the subdivision map, the applicant shall dedicate a separate easement to the City of Roseville for the bus stop located on NE corner of Fiddymont Road at Blue Oaks Blvd. (shelter #176). The easement documents shall be drafted for approval and acceptance by the City of Roseville and recorded at the County Recorders' office. (Alternative Transportation, Engineering)
74. Easement widths shall comply with the City's Improvement Standards and Construction Standards. 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. All existing public utility, electric, water, sewer and reclaimed water easements shall be maintained unless otherwise authorized by these conditions of approval. (Public Works, Environmental Utilities, Electric)
75. Inspection of the potable water supply system on new commercial projects shall be as follows:
- a. The Environmental Utilities Inspector will inspect all potable water supply up to the downstream side of the backflow preventor.
 - b. The property owner/applicant shall be responsible for that portion of the water supply system from the backflow preventor to the building. The builder/contractor shall engage a qualified inspector to approve the installation of this portion of the water supply. The Building Division will require from the builder/ contractor, a written document certifying that this portion of the potable water supply has been installed per improvement plans and in accordance with the Uniform Plumbing Code. This certificate of compliance shall be submitted to the Building Division before a temporary occupancy or a building final is approved.

- c. The building inspectors will exclusively inspect all potable water supply systems for the building from the shutoff valve at the building and downstream within the building. (Building, Environmental Utilities)
- 76. All improvements being constructed in accordance with the approved grading and improvement plans shall be accepted as complete by the City. (Engineering)
- 77. 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)
- 78. The applicant/developer shall prepare a Transportation Systems Management (TSM) agreement for The Plaza at Blue Oaks to be reviewed and approved by the City Manager (Alternative Transportation).
- 79. Water, sewer and reclaimed water shall be constructed pursuant to the adopted City of Roseville Improvement Standards and the City of Roseville Construction Standards. (Environmental Utilities)
- 80. All water backflow devices shall be tested and approved by the Environmental Utilities Department. (Environmental Utilities)
- 81. **Restaurants or other Food Service Establishment (FSE).** The applicant shall design for installation and/or install an exterior grease interceptor if the proposed business could potentially discharge substances containing fats, oils and grease (FOG) into the sewer system. The grease interceptor shall be adequate to separate and remove FOG contained in the wastewater from FSE's prior to discharge to the public sewer. (Environmental Utilities)
- 82. In the event an exterior grease interceptor cannot be installed due to space limitation, the developer shall install a grease trap, per City Standards, that will mechanically separate the FOG contained in the wastewater from the FSE prior to discharge to the public sewer. (Environmental Utilities)
- 83. Pursuant to the Municipal Code, the applicant shall apply for and obtain a FOG waste discharge permit (FOG WDP) from the Environmental Utilities Industrial Waste Division prior to occupancy or prior to discharging waste to the public sewer. The applicant shall submit information required by the Environmental Utilities Department for evaluation, including but not limited to: site plans, floor plans, mechanical and plumbing plans, and details to show all sewers, FOG control device, grease interceptor or other pretreatment equipment and appurtenances by size, location and elevation. Additional information related to the applicant's business operations and potential discharge may be requested to properly evaluate the FOG WDP application. (Environmental Utilities)
- 84. All Electric Department facilities, including streetlights where applicable, shall be designed and built to the "City of Roseville Specifications for Commercial Construction." (Electric)
- 85. The City of Roseville Electric Department has electrical construction charges which are to be paid by the developer and which are explained in the City of Roseville "Specification for Commercial Construction." These charges will be determined upon completion of the final electrical design. (Electric)
- 86. Any relocation, rearrangement, or change of existing electric facilities due to this development shall be at the developer's expense. (Electric)
- 87. 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)

88. All electric metering shall be directly outside accessible. This can be accomplished in any of the following ways:
- a. Locate the metered service panel on the outside of the building.
 - b. Locate the metered service panel in a service room with a door that opens directly to the outside. The developer will be required to provide a key to the door for placement in a lock box to be installed on the outside of the door. Any doors leading from the service room to other areas of the building shall be secured to prohibit unauthorized entry. (Electric)
89. One 3/4" conduit with a 2-pair phone line shall be installed from the buildings telephone service panel to the meter section of the customer's electrical switchgear or panel. (Electric)
90. It is the responsibility of the developer to insure that all existing electric facilities remain free and clear of any obstruction during construction and when the project is complete. (Electric)

OTHER CONDITIONS OF APPROVAL:

90. Signs shown on the elevations are not approved as part of the Design Review Permit. A Sign Permit is required for all project signs. (Planning)
91. Following the installation of the landscaping, all landscape material shall be maintained in a healthy and weed free condition; dead plant material shall be replaced immediately. All trees shall be maintained and pruned in accordance with the accepted practices of the International Society of Arboriculture (ISA). (Planning)
92. The City reserves the right to restrict vehicle turning movements within the public right-of-way in the future if deemed necessary by the City Engineer. (Engineering)
93. The required width of fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles. Minimum required widths and vertical clearances established by the Fire Code shall be maintained at all times during construction. Closure of accesses for fire apparatus by gates, barricades and other devices shall be prohibited unless approved by the Fire Chief. (Fire)
94. Temporary aboveground storage tanks may be used at construction sites for diesel fuel only and shall not exceed 1,000 gallon capacity. Tanks shall comply with all provisions found within the Fire Code. A Fire Department Permit shall be obtained prior to tank installation. The permit shall expire after 90 days from the date of issuance, unless extended by the Fire Chief. (Fire)
95. 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 or person responsible for the building permit must 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. (Fire)
96. The location and design of the gas service shall be determined by PG&E. The design of the 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)
97. All commercial air conditioning units 5 tons or less (<65,000 btu/ h) shall meet the current Consortium for Energy Efficiency ("CEE") Tier I specifications. The SEER/EER ratings will be specified on building plans and Title 24 compliance certificates at the time building permits are requested. 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 any building permit for

any commercial building in the Plan Area. Any variances, with the exception of Tier 2 compliance, must be approved by the Electric Department's Retail Energy Services Department. (Electric)

98. 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. (Building)
99. The developer (or designated consultant) shall certify that the building foundation location has been placed according to all approved setback requirements shown on the approved site plan. The developer shall prepare a written statement confirming building placement and provide an original copy to the City Building Division Field Inspector at the time of or prior to the foundation inspection. (Building)
100. Prior to Certificate of Occupancy, the applicant may apply for a Temporary Certificate of Occupancy (TCO) of the building. If a TCO is desired, the applicant must submit a written request to the Building Division a minimum of thirty (30) days prior to the expected temporary occupancy date and shall include a schedule for occupancy and a description of the purpose for the Temporary Certificate of Occupancy. (Building)
101. Concurrent with submittal for plan check and prior to a request for final building inspection, the applicant may request City approval of an occupancy phasing plan to allow individual or multiple building occupancies. This request shall be made in writing to the Building Department and shall include 10 copies of the following:
 - a. A description of measures that will be undertaken to minimize conflict between residents/building occupants and construction traffic (e.g. fencing, etc.);
 - b. A phasing plan showing the proposed buildings, internal roads and access routes, landscaping, trash enclosure locations, and any other improvements planned for each phase; and
 - c. Estimated time frame for each phase and a specific date for the first phase. (Planning, Building)

CONDITIONS OF APPROVAL FOR THE TENTATIVE SUBDIVISION MAP (FILE #PL17-0368)

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 Improvement Standards 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 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 are approved and grading and/or encroachment permits are issued by the Department of Development Service 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. 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)

PRIOR TO ISSUANCE OF A GRADING PERMIT AND/OR IMPROVEMENT PLANS:

5. Grading around the native oak trees shall be as shown on the tentative map or as approved in these conditions. (Planning)
6. The applicant shall submit to the Planning and Engineering Departments 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)
7. 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' 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' 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)
8. 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)
9. All sewer on-site between MHs shall be considered public. (Environmental Utilities)
10. Organic enclosures shall be located perpendicular to the main drive aisle. (Environmental Utilities)
11. Fire hydrants shall be located as required by the Fire Department. The maximum distance between fire hydrants shall not exceed 1000 feet on center. (Fire)
12. Minimum fire flow is 3,000 gallons per minute with 20 lbs. psi residual pressure. A change in any of the conditions may increase the required fire flow. (Fire)
13. 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)
14. 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)
15. All landscaping in areas containing electrical service equipment shall conform with the "Electric Department Landscape Design Requirements" as outlined in Section 10.00 of the Electric Department's "Specifications for Commercial Construction." (Electric)

16. The Electric Department requires the submittal of the following information in order to complete the final electric design for the project:
 - one (1) set of improvement plans
 - load calculations
 - electrical panel one-line drawings
17. 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)
18. 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:

19. 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) Water, sewer, and reclaimed water easements; and,
 - b) The applicant shall dedicate an easement to the City of Roseville for the bus stop located on NE corner of Fiddymment Road at Blue Oaks Blvd. (shelter #176). The easement language/documents shall be drafted for approval and acceptance by the City of Roseville and recorded with the map. (Alternative Transportation, Engineering)

Easement widths shall comply with the City's Improvement Standards and Construction Standards. (Environmental Utilities, Electric, Engineering)

20. All existing easements shall be maintained, unless otherwise provided for in these conditions. (Environmental Utilities, Electric, Engineering)
21. 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)
22. 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 item(s):
 - a) A clause stating that the property owners within this subdivision shall agree to participate in a Transportation Systems Management (TSM) Plan and shall agree to enter into a Transportation Management Agreement with the City of Roseville (Alternative Transportation, Planning).
 - b) 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)
 - c) A clause requiring reciprocal access and parking for all parcels. (Planning)

23. In the event that the Final (Parcel) Map will record prior to the completion of on-site construction, all utility and access easements shall be placed on the face of the Map to the satisfaction of the City Engineer. If all on-site improvements are complete prior to the recordation of the map, then a separate agreement allowing all parcels/lots the rights of reciprocal access, rights to construct, and parking shall

be submitted to the City as a part of final/parcel map submittal. Said agreement shall be in a form acceptable to the City Attorney and referenced on the face of the recorded map. (Engineering)

24. 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. (Engineering)
25. 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)
26. The Final/Parcel Map shall be submitted per, "The Digital Submittal of Cadastral Surveys." A plot or print of the submittal shall accompany the electronic copy. The complete submittal shall occur after the Engineering Department approval but prior to City Council approval of the Final/Parcel Map. (Engineering)
27. 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)
28. Additional internal easements will be required to cover primary electrical facilities to the project when the final electrical design is completed. (Electric)
29. All Electric Department facilities, including streetlights where applicable, shall be designed and built to the "City of Roseville Specifications for Commercial Construction." (Electric)
30. The City of Roseville Electric Department has electrical construction charges which are to be paid by the developer and which are explained in the City of Roseville "Specification for Commercial Construction." These charges will be determined upon completion of the final electrical design. (Electric)
31. 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)
32. The applicant shall pay all applicable water and sewer fees. (Environmental Utilities)

OTHER CONDITIONS OF APPROVAL:

33. 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)
34. Any relocation, rearrangement, or change to existing electric facilities due to this development shall be at the developer's expense. (Electric)
35. 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)
36. No grading activities shall be permitted within 10 feet around the power poles. If there are major grade changes around the poles, they will be handled case-by-case during civil improvement plan review. (Electric)
37. Contractors working under and around power lines shall maintain Cal OSHA requirements, which will be discussed at the Pre-Construction meeting. (Electric)
38. 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)

39. The project shall comply with all applicable environmental mitigation measures identified in the Plaza at Blue Oaks Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program. (Planning)

CONDITIONS OF APPROVAL FOR THE TREE PERMIT (FILE #PL17-0368)

PRIOR TO ISSUANCE OF ANY PERMITS OR ANY CONSTRUCTION ON-SITE:

1. All recommendations contained in the Arborist Report (Exhibit J) are incorporated by reference into these conditions, except as modified herein. (Planning)
2. Tree(s) # 1510, 1513, 1514, 1521, 1522, 1523, 1528, 1529, 1530, 1531, 1532, 1533, 1534, 1535, 1536, 1537, 1538, 1539, 1540, 1541, 1542, 1543, 1544, 1545, 1559, 1562, 1563, 1564 (or as listed in Exhibit J and shown on Exhibit K) are approved for removal with this tree permit. All other native oak trees shall remain in place. 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 replacement of the total number of inches proposed for removal. The total number of inches for this project is 721. Mitigation must be provided in the form of payment in the amount of \$39,294 prior to tree removal, and planting of non-native and native trees (as shown in the landscape plan, included as Exhibit I). (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 (or other means of security provided to the satisfaction of the Planning Division) shall be posted to ensure 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, driveways, 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 the oak tree. Where encroachment is permitted pursuant to Condition 4, above, 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 Arboriculture (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 Division and Engineering Division two weeks prior to the start of grading work to schedule the meeting and fencing inspection. (Planning)
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, or 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 FINAL:

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. The approval of this Tree Permit shall run with the Design Review Permit and shall tentatively expire on **May 14, 2022**. The applicant may extend the tree permit for an additional year subject to the extension requirements for a Design Review Permit. (Planning)

EXHIBITS

- A. Initial Study/Mitigated Negative Declaration
- B. Site Plan
- C. Tentative Subdivision Map
- D. Preliminary Grading & Drainage Plan
- E. Preliminary Utility Plan
- F. Elevations
- G. Materials & Color Board
- H. Photometric & Site Lighting Plan
- I. Landscape Plan
- J. Arborist Report
- K. Preliminary Tree Impact Plan

NOTE: Exhibits A-K are not included with CC Attachment 1 (Planning Commission Staff Report) because they are already included as exhibits to the 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 DEPARTMENT – PLANNING DIVISION

311 Vernon Street, Roseville, CA 95678 (916) 774-5276

MEMORANDUM

To: Planning Commission

From: Kinarik Shallow, Associate Planner

Date: May 13, 2020

Re: Comments on the Initial Study/Mitigated Negative Declaration for WRSP PCL F-31 – The Plaza at Blue Oaks (File #PL17-0368)

The purpose of this memorandum is to provide a response to the May 6, 2020 letter from the Law Office of Robert M. Bone, representing an unincorporated association of Roseville community residents (the “Association”), to the City of Roseville (City). The letter is included as Attachment 1.

In the letter, the Association challenges the adequacy of the City’s environmental review, alleging that the Initial Study/Mitigated Negative Declaration (IS/MND) prepared for the Plaza at Blue Oaks project (“Project”) is not in compliance with the California Environmental Quality Act (CEQA). However, as this response will show, the Association has failed to offer any evidence that the initial study analysis is flawed. As clearly stated in CEQA Guidelines Section 15384, “argument, speculation, [and] unsubstantiated opinion or narrative” is not substantial evidence.

The Association’s letter claims that the IS/MND fails to adequately inform the public about environmental impacts, by citing CEQA Guidelines Section 15002(a), which identifies the basic purposes of CEQA. The Association has included a paraphrased portion of this section and inaccurately concludes that the environmental impacts of a project are required to be analyzed in an Environmental Impact Report (EIR). The Association fails to acknowledge the process in determining whether an EIR is the appropriate environmental document. For instance, CEQA Section 15063(a) identifies that an initial study is used to determine if the project may have a significant effect on the environment. An initial study is not required if the lead agency can determine that an EIR will clearly be required for the project, but it may still be desirable. In the case of this Project, the City prepared an initial study that led to a mitigated negative declaration. The Project’s initial study analysis relies upon two certified Specific Plan EIRs (the Amourso Ranch Specific Plan EIR and the West Roseville Specific Plan EIR) and is consistent with the land use designations examined in these documents. In fact, the WRSP anticipated the Project site to be developed with a conventional community/neighborhood retail center, consistent with the proposed Project. Consistent with CEQA Guidelines Section 15183, the Initial Study focuses on effects particular to the specific project site, impacts which were not analyzed within the EIRs, and impacts which may require revisiting due to substantial new information.

The Association asserts the City’s findings in determining a Mitigated Negative Declaration were incorrectly reached, but does not provide substantial evidence to support this claim. The Association further alleges the Project cannot be approved as proposed because there are “feasible mitigation measures available” that were not considered in the IS/MND. Again, the letter does not provide substantial evidence to support this claim nor does it identify what these supposed mitigation measures are.

Noise

The Association claims that the initial study analysis found noise impacts would occur only during construction and that the analysis “dismissed” the noise impacts caused by operation of the Project. This statement is flawed, as the IS/MND concluded noise impacts would occur during both construction and operation of the Project, and that these impacts would be considered less than significant and less than significant with mitigation, respectively (see Section XIII of the Initial Study). Mitigation measures were

incorporated based on the findings and recommendations made in the Environmental Noise Assessment (ENA) prepared by Bollard Acoustical Consultants, Inc. (see Attachment 6 of the IS/MND). While the ENA recommended mitigation measures specific to the car wash operations, loading dock and on-site truck circulation areas (as these were found to be the Project's "primary stationary noise sources"), the IS/MND also includes noise mitigation measures applicable to all commercial uses within 150 feet of residential uses. These measures are included as Attachment 2 of the IS/MND. The Association claims the noise analysis underestimates the noise levels that would be generated by the Project, but does not provide any data to support this argument. The ENA analysis is based on a combination of on-site noise level measurements, application of accepted noise modeling techniques, and file data for comparable commercial centers, which was then compared against the City's noise level standards.

Air and Water Quality

The Association argues that air quality issues were not properly considered in the IS/MND. The Association further argues that the proposed 12-pump gas station and car wash would increase poor air quality, ground water quality, and soil contamination during construction and operation. The Association fails to provide substantial evidence to support these claims and instead relies on argument and speculation.

Air quality impacts of the Project were evaluated in Section III (Air Quality) of the Initial Study. The analysis concluded that the Project was under the Placer County Air Pollution Control District (PCAPCD)'s adopted thresholds of significance for both construction and operational emissions for criterial air pollutants. In addition, the PCAPCD governs air quality impacts specifically related to gas stations and requires permits prior to construction and prior to dispensing gasoline to ensure the required local, state, and federal standards are adhered to as it relates to air quality impacts. The air quality analysis is supplemented with a Health Risk Analysis (HRA), prepared by Trinity Consultants, to determine the potential cancer risk that will be generated as a result of the Project (see Attachment 3 of the IS/MND). The HRA was reviewed by PCAPCD and concluded the annual amount of gasoline dispensed from the facility would be below PCAPCD's significance thresholds for cancer and non-cancer health risks.

As stated in Section X (Hydrology & Water Quality) of the Initial Study, the City's CEQA Findings of Implementing Procedures indicate that compliance with the City's Design/Construction Standards (Resolution 07-107), Urban Stormwater Quality Management and Discharge Control Ordinance (RMC Ch. 14.20), and Stormwater Quality Design Manual (Resolution 16-152) will prevent significant impacts related to water quality and erosion. In addition, grading activities are subject to the City's Improvement Standards, which include provision of proper drainage, appropriate dust control, and erosion control measures. The Project is required to prepare and submit a Storm Water Pollution Prevention Plan (SWPP) to the Regional Water Quality Control Board (RWQCB) to prevent the discharge of any unpermitted pollution and to preserve water quality.

Transportation

The Association claims that "morning, afternoon, and other peak-hour commute times will be permanently greatly increased" from the Project and identified this as a significant impact. The letter fails to provide substantial evidence to support this claim. As cited in Section XVII (Transportation) of the Initial Study, CEQA Guidelines Section 15064.3 indicates that a project's effect on automobile delay cannot be considered a significant impact. However, the project is evaluated for consistency with the General Plan Circulation Element, which includes an analysis of delay as a potential policy impact. The Circulation Element establishes Level of Service (LOS) C or better as an acceptable operating condition at all signalized intersections during a.m. and p.m. peak hours; a minimum of 70% of all signalized intersections must maintain LOS C. The Initial Study is supplemented with a short-term traffic study prepared by Kimley-Horn (Attachment 7 of the IS/MND), which concluded that the signalized intersections surrounding the project would operate at LOS C or better during the Existing (2018) plus Project conditions. In addition, the traffic study included recommendations to ensure sufficient vehicle throat depths, tapers, and storage capacity; the Project incorporated these recommendations into the project design.

Conclusion

The Association concludes in the same manner it began, by claiming the IS/MND fails to adequately disclose, evaluate, and mitigate the Project's environmental impacts, and requests an "appropriate" environmental review be conducted and circulated for public review. As stated throughout this response letter, the Association does not provide substantial evidence to support its claims. Staff is confident that the Initial Study adequately discloses, evaluates, and mitigates the Project's environmental impacts and a Mitigated Negative Declaration is the appropriate environmental determination for this project; the Initial Study provides substantial evidence to support this finding.

Law Office of
ROBERT M. BONE

May 6, 2020

VIA EMAIL ONLY

publiccomment@roseville.ca.us

City of Roseville Planning Commission
311 Vernon Street
Roseville, California 95678

RE: Comments on Proposed Mitigated Negative Declaration for
WRSP PCL F-31 – The Plaza at Blue Oaks; File # PL17-0368

Dear Sir or Madam:

Our firm writes on behalf of an unincorporated association of Roseville community residents (the "Association") to provide comments on the proposed mitigated negative declaration finding prepared by the City of Roseville Planning Commission ("Planning Commission"), and proposed by Joe Zawidski, West Roseville Development Company, Inc., the project owner ("Owner"), and Joe Zawidski, Signature Management Company, the project developer ("Developer") for the Project defined below.

The proposed Project, located at 1950 Blue Oaks Boulevard, in the City of Roseville, Placer County, CA (APN 017-117-093-000) is a proposed retail center consisting of an approximately 35,000 square-foot anchor grocery store, a 12-pump gas station with an approximately 3,500 square-foot convenience store and car wash, and seven additional buildings ranging in size from approximately 3,750 square feet to 9,750 square feet (the "Project"). The Project approvals include a Design Review Permit to review the site design and proposed buildings, a Tree Permit to remove several native oak trees on the westerly portion of the site, and a Tentative Subdivision Map to subdivide the parcel into eight (8) lots (the "Approvals"). No building is being proposed on Lot 2 at this time, which will be located on the northeastern corner of the site and will consist of approximately 1.3 acres.

The Association includes individuals that may be adversely affected by the potential traffic, air quality, ground water quality, soil quality, noise, public health, and other environmental impacts caused by the Project. The Association includes individuals who live and work in Roseville and their families. Because they are local residents, the individual members of the Association would be directly affected by the traffic, air quality, ground water quality, noise, public health and other environmental issues created by the Project. Individual members may also

work on the Project itself. As such, they would be first in line to be exposed to any health and safety hazards that exist on site.

The Initial Study/Mitigated Negative Declaration is Not in Compliance With CEQA

The IS/MND Fails to Adequately Inform the Public About Environmental Impacts

Based upon our review of the initial study/mitigated negative declaration (“IS/MND”), we feel the IS/MND fails to comply with California Environmental Quality Act (“CEQA”) requirements in the following ways. CEQA is designed to inform decisionmakers, and the public about the potential significant environmental effects of a project. CEQA Guidelines §15002(a)(1). CEQA requires that an agency analyze potentially significant environmental impacts in an [environmental impact report (“EIR”)]. Pub. Resources Code §21000; CEQA Guidelines §15002. Specifically, that EIR should result from “extensive research and information gathering,” including consultation with state and federal agencies, local officials, *and the interested public*. (emphasis added.) *Berkeley Keep Jets Over the Bay Comm. v. Board of Port Comm.* (2001) 91 Cal.App.4th 1344, 1367 (Berkeley Jets); *Schaeffer Land Trust v. San Jose City Council* (1989) 215 Cal.App.3d 612, 620.

CEQA also directs public agencies to avoid, or reduce, environmental damage when possible by requiring alternatives, or mitigation measures. CEQA Guidelines §15002(a)(2)-(3); *Berkeley Jets*, supra, 91 Cal.App. 4th at 1354. The EIR serves to provide public agencies and the public in general with information about the effect that a proposed project is likely to have on the environment and to “identify ways that environmental damage can be avoided or significantly reduced.” CEQA Guidelines §15002(a)(2). If a project has a significant effect on the environment, the agency may approve the project only upon a finding that it has “eliminated or substantially lessened all significant effects on the environment where feasible,” and that any unavoidable significant effects on the environment are “acceptable due to overriding concerns” specified in CEQA §21081. CEQA Guidelines §15092(b)(2)(A)-(B).

The IS/MND begins with a Declaration, on page 2, that states:

The Planning Manager has determined that the above project will not have significant effects on the environment and therefore does not require preparation of an Environmental Impact Report. The determination is based on the attached initial study and the following findings [(“Findings”)]

A. The project will not have the potential to degrade the quality of the environment, substantially reduce the habitat of 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, rare or threatened species, reduce the number or restrict the range of rare or endangered plants or animals or eliminate important examples of the major periods of California history or prehistory.

B. The project *will not have the potential to achieve short-term, to the disadvantage of long-term, environmental goals. (emphasis added.)*

C. The project *will not have impacts, which are individually limited, but cumulatively considerable. (emphasis added.)*

D. The project *will not have environmental effects, which will cause substantial adverse effects on human beings, either directly or indirectly. (emphasis added.)*

E. No *substantial evidence exists that the project may have a significant effect on the environment. (emphasis added.)*

F. The project incorporates all applicable mitigation measures identified in the attached initial study.

G. This Mitigated Negative Declaration reflects the independent judgment of the lead agency.

The Association asserts that substantial evidence exists to support their assertion that the Findings, noted above, were incorrectly reached. It defies imagination how the construction of a 12-pump gas station, with its attendant underground gasoline storage tanks, a car wash that will undoubtedly wash chemicals into the soil, and potentially into the ground water, and other commercial uses *will not cause any impact* to the environment such that a fulsome environmental review is unnecessary. The planned uses will have considerable cumulative, long-term, adverse impacts on the environment and nearby residents, either directly, or indirectly. Approving the Project without a full environmental review amounts to achieving a short-term goal to the disadvantage of long-term environmental goals.

The IS/MND incorporates a checklist of potential environmental impacts. Although the analysis considered various impacts as provided in the checklist, and as required by CEQA, the IS/MND found in the vast majority of the analysis that the Project would have “No Impact,” or a “Less Than Significant Impact” on the environment. Thus, mitigation measures were not adequately considered.

Potential impacts were found in only two cases. In one case, the IS/MND found the Project may create significant impacts on the resources of California Native American tribes. Of greater concern to the Association, however, is the fact that the analysis found noise impacts would occur only during construction of the Project, but dismissed the noise impacts caused by operation of the Project after the construction is completed. This effect was considered to be “Less Than Significant With Mitigation” if such mitigation measures were implemented during construction. Little attention was paid to the fact that the Project will flank two existing residential neighborhoods. The permanent noise levels that will be generated by a 12-pump gas station, an automatic car wash and convenience store, and 35,000 a foot grocery store, in addition to other anticipated commercial uses, are certain to increase substantially over current ambient noise levels in the neighborhood. This is hardly a “Less Than Significant” impact. This impact, and potential mitigation measures to lessen the impact, warrants further study.

Other than the two instances noted above, the IS/MND noted no significant impacts to the environment caused by the Project. The Association disagrees. The subdivision of a single parcel into 8 parcels and the construction of more than 48,000 square feet of commercial structures in that footprint absolutely creates significant negative impacts on the surrounding residential community. These impacts to the traffic, air quality, ground water quality, soil quality, noise and other aspects of the community must be properly determined and studied.

Air quality issues were not properly considered in the IS/MND. Many of the residents near the Project are older and/or are otherwise considered to be sensitive receptors. The dust, soot, exhaust, fumes and other particulate matter that will necessarily increase due to large construction vehicles, and further due to permanently increased traffic and idling vehicles in the area, will create negative health impacts on residents, who are sensitive receptors, for an unknown period of time. These sensitive receptors may experience prolonged and significant impacts to their health.

The negative health effects on area residents caused by the Project will be exacerbated by the construction of a 12-pump gas station as the site. Not only will this increase poor air quality, ground water quality, and soil contamination during construction, but nearby residents will be permanently negatively impacted by known carcinogens that will be pumped into underground tanks, as well as exhaust and fumes created by cars idling and using the gas station. Additionally, detergents, waxes and other chemicals used by the car wash will be rinsed away, and may flow into the ground, eventually reaching the water table. This will have deleterious effects on the water table and the health of nearby residents. These issues were found to cause either “No Impact,” or “Less Than Significant Impact” in the IS/MND. These deleterious impacts must be properly studied so that their true impacts on nearby residents can be determined and mitigated.

The IS/MND Fails to Consider Feasible Mitigation Measures That Alleviate Negative Environmental Impacts

The Planning Commission cannot approve the Project as proposed because there are feasible mitigation measures available which would substantially lessen one, or more, of the Project’s significant environmental effects. Pub. Resources Code, § 21002. For example, morning,

Roseville Planning Commission
WRSP PCL F-31 – The Plaza at Blue Oaks
File # PL17-0368
May 6, 2020
Page 5 of 5

afternoon and other peak-hour commute times will be permanently greatly increased throughout the area if the Project is developed as currently proposed. The IS/MND failed to propose mitigation measures to alleviate this significant impact.

The Environmental Noise Assessment, included as Attachment 6 to the IS/MND, states, in pertinent part, on Page 6 that the “Noise Element of the City of Roseville General Plan establishes non-transportation noise exposure limits as summarized...in Table 1 (Table IX-3 of the Noise Element). These limits are applicable to non-transportation noise sources (i.e., on-site truck movements, loading docks, and car wash operations) affecting existing noise-sensitive land uses.” The report suggests that a 6-foot sound barrier be constructed and that construction trucks be limited in their hours of operation. The report dubiously suggested this 6-foot sound barrier is enough to mitigate the significant impact the operation of the gas station, the loading dock, the car wash and the other commercial uses will cause to adjacent neighborhoods after construction.

The noise assessment in the IS/MND dismissed operations noise that will be caused by idling vehicles and traffic at the 12-pump gas station and ignores the Project’s other commercial uses. Instead, although the document recognized the fact that the nearest noise-sensitive land uses to the Project site are existing and future residential developments located north, south, and east of the Project site, significant impacts to these receptors was minimized by the report. It was assumed that each of the evaluated noise sources would only operate during limited, mostly daytime, hours. Based on this assumption, Roseville’s daytime and nighttime noise level standards for noise-sensitive residential land were applied to the Project’s noise sources. This represents a serious underestimation of the noise levels to be generated by the commercial uses in this Project.

Due to the fact that the IS/MND wholly dismissed the vast majority of the potential environmental impacts caused by the Project, mitigation measures were inadequately considered or completely ignored. For this reason, the IS/MND fails to adequately disclose, evaluate, and mitigate the Project’s environmental impacts, resulting in a legally deficient CEQA document. The Planning Commission must conduct an appropriate environmental review that addresses these inadequacies and must circulate the document for public review to consider these critical issues. Thank you for your attention to these comments.

Sincerely,



Robert M. Bone, Esq.

NATHAN L. SCHEG
CHRISTOPHER C. M. WAUD

IRONHORSE LAW GROUP

A PROFESSIONAL LAW CORPORATION

2121 NORTH CALIFORNIA BLVD., SUITE 290
WALNUT CREEK, CA 94596
TELEPHONE: (925) 399-6108
FACSIMILE: (925) 215-8427

May 12, 2020

VIA EMAIL ONLY

publiccomment@roseville.ca.us

City of Roseville Planning Commission
311 Vernon Street
Roseville, CA 95678

**RE: Comments on the Initial Study/Mitigated negative Declaration for WRSP PCL F-31
– The Plaza at Blue Oaks (File #PL17-0368))**

Dear Sir or Madam:

This office represents West Roseville Project Development Company, Inc., the project owner ("Owner"), and Signature Management Company, the project developer ("Developer"), of the above-referenced project. The purpose of this letter is to provide a response to the May 6, 2020 letter from the Law Offices of Robert M. Bone, representing an unincorporated association of Roseville community residents (the "Association"), to the City of Roseville ("City"). Owner and Developer are real parties in interest.

In the letter, the Association challenges the adequacy of the City's environmental review, alleging that the Initial Study/Mitigated Negative Declaration ("IS/MND") prepared for the Plaza at Blue Oaks project ("Project") is not in compliance with the California Environmental Quality Act ("CEQA"). However, Owner and Developer agree with Planning Commission Staff ("Staff") that the Initial Study adequately discloses, evaluates, and mitigates the Project's environmental impacts and a Mitigated Negative Declaration is the appropriate environmental determination for this project. Owner and Developer also assert that all aspects of CEQA with regard to the IS/MND have been fully complied with and that an Environmental Impact Report ("EIR") is not required for the Project.

CEQA requires the preparation of an EIR whenever an agency proposes to approve or implement a project that "may have a significant effect on the environment." (§§ 21100, 21151.) "If there is no substantial evidence of any significant environmental impact, however, the agency may [instead] adopt a negative declaration." (City of Redlands v. County of San Bernardino, (2002) 96 Cal.App.4th 398, 405.) A *mitigated* negative declaration may be utilized by an agency when a project as initially proposed may have a significant effect on the environment but will not have a significant environmental effect because changes have been made or agreed on that mitigate such potential effects. (Cal. Code Regs. tit. 14, § 15071(e)). In evaluating a claim that an agency improperly approved a project by using a negative declaration, rather than preparing an EIR, a trial court applies the "fair argument" test. (Porterville Citizens for Responsible Hillside Development v. City of Porterville, (2007) 157 Cal.App.4th 885, 899.) "Under this test, the agency must prepare an EIR whenever substantial evidence in the record supports a fair

May 12, 2020

Page 2

argument that a proposed project may have a significant effect on the environment." (Gentry v. City of Murrieta, (1995) 36 Cal.App.4th 1359, 1399-1400.) A trial court's function is to decide whether substantial evidence supports the agency's conclusion as to whether a fair argument of environmental impact could be made. (Id. at p. 1399.)

Like any petitioner challenging an agency's decision to proceed by negative declaration, the Association bears the burden of proof "to demonstrate by citation to the record the existence of substantial evidence supporting a fair argument of significant environmental impact." Gentry v. City of Murrieta (1995) 36 Cal.App.4th 1359, 1379. The Association cannot meet this burden.

CEQA and its implementing regulations provide that facts, reasonable assumptions predicated on facts, and expert opinions supported by facts may constitute substantial evidence; argument, speculation, unsubstantiated opinion or narrative, clearly inaccurate or erroneous factual statements or evidence of social or economic impacts that do not result in physical impacts on the environment may not. (§§ 21080, subd. (c); 21080. 2, subd (c); 14 Cal. Code Regs., §§ 15064, subd. (f)(5), 15384.) "[I]n the absence of a specific factual foundation in the record, dire predictions by non-experts regarding the consequences of a project do not constitute substantial evidence." (Porterville Citizens for Responsible Hillside Development, *supra*, 157 Cal.App.4th at p. 901.) In its letter, the Association relies on nothing more than argument, speculation, and unsubstantiated opinion and narrative in its attempt to claim that further environmental study is required. Such a dearth of substantiated evidence cannot and will not rise to the level of substantial evidence required to overcome the Planning Commission's discretionary and well-supported decision as set forth in its IS/MND.

The Planning Commission has taken all necessary specific actions to achieve CEQA compliance to date and no further environmental review is required.

Sincerely,

IRONHORSE LAW GROUP PC

A handwritten signature in black ink, reading "Nathan Scheg". The signature is fluid and cursive, with the first name "Nathan" and last name "Scheg" clearly legible.

Nathan L. Scheg, Esq.

cc: Client (via email only)

Bitter, Greg

From: D.T. <obnokshush1@gmail.com>
Sent: Tuesday, May 12, 2020 6:29 PM
To: Public Comment
Subject: Planning commission comment - Plaza at Blue Oaks

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.

Please don't push a new Sprouts Market at Fiddymment and Blue Oaks Blvd through the planning commission during the current crisis.

There are already five other grocery stores within a 3.5 mile radius from the proposed location. Why add more traffic congestion for a sixth store in such a small area? Additionally, there are five other drug stores and six gas stations within the same 3.5 mile radius.

I have concerns regarding the impact of traffic, the environment, and to the quality of life for all of us. Please do not push this through.

Concerned Roseville Resident

Roseville Solidarity
Sent from my I-phone

Bitter, Greg

From: D.T. <obnokshush1@gmail.com>
Sent: Tuesday, May 12, 2020 6:38 PM
To: Public Comment
Subject: Planning commission comment - Plaza at Blue Oaks

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.

Sprouts is not a good fit for this area why do out of state Competition!! Especially during this pandemic!! We need union based companies, That have supported are community with competitive wages , excellent medical benefits and to retire with dignity! why not promote local area stores that have supported this community for years, companies whose Dollars go back into are community.. we need to respectful to are own citizens who many have lost jobs ... be smart with this ...

Roseville solidarity

Concerned Roseville Resident

Sent from my I-phone

Bitter, Greg

From: Stephane Brown <sbrown@ufcw8.org>
Sent: Wednesday, May 13, 2020 11:19 AM
To: Public Comment
Cc: Stephane Brown
Subject: The Plaza at Blue Oaks

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.

To Whom it May Concern:

I am writing you today in regards to the Plaza at Blue Oaks project. I am concerned the this project will have a negative impact on traffic (which will also impact emergency response times), air quality, existing union jobs and small businesses. I would like to request that a full comprehensive EIR be conducted to effectively show the actual impact that this project would have on the residents, existing businesses, and those who work in the area. There are currently incomplete projects nearby and as a result, does not reflect the real time impact on the community; the development of those existing projects and the complete impact that they will have on the community should be included in the EIR as requested above. Health, safety, and the quality of lives is the most important aspect of any community. There is a huge responsibility to ensure public health and safety of those who live and work in the community and whose will be directly impacted by this project.

Thank you for your time,

Stephanie Brown
916-716-0772 cell

Bitter, Greg

From: cool4you@att.net
Sent: Wednesday, May 13, 2020 11:38 AM
To: Public Comment
Subject: OPPOSE - Sprout's Family Market at The Plaza at Blue Oaks

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 am writing to submit my opposition to the proposed new Sprout's Family Market planned for The Plaza at Blue Oaks.

This project will increase traffic dramatically in this area and cause more backups on Highway 65. I have worked in Placer County for over 30 years, and every year the traffic gets more congested and outrageous.

The environmental impacts will also be detrimental to the air quality and to the animals in the area.

This proposed new store will take away business from employers currently operating in the surrounding area which will hurt the people employed at those location which in turn will hurt the economy.

For the reasons listed above, I OPPOSE this project. Please vote NO.

Thank you for your time and consideration.

Sincerely,

Donna Rauch
Coalition of Organized Labor
PO Box 1314
Rocklin, CA 95677
(916) 332-5642

Bitter, Greg

From: Trevor Griffin <trevor.griffin@rocketmail.com>
Sent: Wednesday, May 13, 2020 11:56 AM
To: Public Comment
Subject: Another grocery store in West 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.

To whom it may concern

It has been brought to my attention that there are plans for yet another grocery store in West Roseville. There is already 4 grocery stores within a 2 mile driving distance of my home and they are breaking ground on a 5th. That Number of grocery stores in such a small area raise major concerns for me. One being this is only going to make the traffic worse on my end of town. The other is that this is going to adversely affect my friends and neighbors who currently work in the existing grocery stores. This would adversely affect them in their number of hours due to a loss of business. I don't want their hours to be cut or the other companies to do potential layoffs due to the fact that this end of town becomes oversaturated with grocery stores. Thank you for your time and consideration in this matter.

Bitter, Greg

From: Patti Brown <pbrown@ufcw8.org>
Sent: Wednesday, May 13, 2020 12:33 PM
To: Public Comment
Subject: Sprouts farmers market

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.

To whom it may concern, I'm asking you to do a full impact study on the sprouts farmers market to go in on 1950 Blue Oaks Blvd. in Roseville there's already an existing for grocery stores in less than 2 miles of that area with another nugget market going in on blue Oaks less than a half a mile down the road the impact of traffic excess omissions and the financial effect that it would have on the already existing workers would be extremely detrimental to the area I'm asking you do A full impact study as well as aboard the project you may contact me at 916-529-2091 if you need further comments thank you for your time Patti Brown

Sent from my iPhone

Bitter, Greg

From: Joan Burgdorf <joan.burgdorf55@gmail.com>
Sent: Wednesday, May 13, 2020 4:25 PM
To: Public Comment
Subject: Sprouts Farmers Market

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.

To whom it may concern,

My name is Joan Burgdorf, I work at Raley's in Lincoln and have for the past four years. In regards to the proposed retail center at 1950 Blue Oaks Blvd. I would like to share my concerns and objections to this project.

Fist and foremost the traffic will be absolutely unmanageable. Highway 65 is a mess on a good day, and having such a project built off of Blue Oaks would exacerbate an already bad situation. Between Whitney High School and the new high school being built there is a large number of teen drivers. By adding to the congestion it will definitely make a long drive extremely longer. As a mom who works full time the hours that I will spend stuck in traffic will be most painful to my family. Added traffic will put yet another obstacle in the way of the communities emergency services. Services that will be greatly needed with all of the new teen drivers from the high schools and it will slow down the transportation of patience to the two major hospitals in the area. While the junction of hwy 80 and 65 have been widened for better flow the rest of 65 has not had the same accommodations made. Before anymore development is made in area the roads should be addressed.

Another concern I have is the fact that Sprouts is lined up to build another store in the proposed development. As a grocery worker in the area this is of great concern. By allowing another non union retailer to open their doors in the area we are lowering the standards that have been set for our community. Sprout who is essentially the Walmart of produce, takes away from businesses like Raley's, and Safeway. Retailers who not only pay their employees well but also provide medical, dental and vision benefits to their employees. Sprouts does not compensate their employees as they should and are below the standard that people like me have pushed so hard to reach. Sprouts does not adequately provide for their now "essentia." workers. By allowing this subpar employer to develop a new site it will put a strain on the ability to negotiate our contracts. Please consider that we are out here serving our community, even when it puts our health and our families at risk. Are we essential or expendable? By putting our lively hood at risk it tells us we and our families are not valued, instead we are only important when a pandemic is sweeping the nation.

When a new Sprouts moves in it impacts the sales of the surrounding retailers big and small, which in turn can take good jobs away from good people. A store like Sprouts can have a detrimental effect on small local businesses. With COVID-19 still impacting small businesses, do we really need to give them unfair competition? Many small businesses are already on the brink of disappearing.

I know that I am only one voice but I do speak for many. Obviously you will not read this letter and suddenly decide to decline the project. All I am asking is to consider the implications of this new development and insist on a full and comprehensive EIR. Maybe even ask the land developer to look into and explore other alternatives for the land in question.

Joan Burgdorf
(916)390-3186

Bitter, Greg

From: Elissa Hardy <ehardy@ufcw8.org>
Sent: Wednesday, May 13, 2020 4:44 PM
To: Public Comment
Subject: Proposed Sprouts Mkt

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Planning Commission,

The proposed plaza at Blue Oaks will negatively impact traffic, emergency response times, existing UNION jobs and small businesses and air quality. I live off of Baseline on Oakborough Ave and it is extremely difficult to get across Baseline to go East and almost impossible during commute times. We want to reasonably require that a full and comprehensive EIR be conducted to ensure the public health and safety of people who live and work near the proposed site who may be negatively impacted by the project. As part of a full EIR, the Commission should also instruct the developer to consider alternative uses for the site that would have less of a negative impact on residents as well as detailed mitigation measures to offset any impacts to traffic and more should the developers not be willing to consider relocation the project to another site.

Thank you!

Elissa Hardy
536 Oakborough Ave.
Roseville, CA. 95747
(916)216-8196

Elissa Hardy
UFCW 8-Golden State
Field Support Representative
(916)782-0256

Bitter, Greg

From: Loren Cook <loren_cook@surewest.net>
Sent: Thursday, May 14, 2020 11:38 AM
To: Planning Commission
Cc: Bryan Ludwig; Bitter, Greg; Shallow, Kinarik
Subject: 6.3. WRSP PCL-31 – The Plaza at Blue Oaks, 1950 Blue Oaks Bl, File # PL17-0368

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Commissioners,

I just want to go on the record that the developer did send representatives who presented at our neighbor meeting on February 11th, 2020.

Attendees were from Fiddymment Farm, Westpark, and Blue Oaks neighborhoods. As well the meeting was open to the public.

There was no opposition to the project and the neighborhoods welcome the commercial development.

Here is an excerpt from the meeting minutes (they can be found on Fiddymmentfarm.org website).

"Guest Speaker #1: (7:07 PM)

The Plaza at Blue Oaks--Fiddymment Road). Project Managers Joe Ziwitzki and Jason Gallali, and Kinnie Shallow from City of Roseville Planning gave updates on the commercial property at the NE corner of Fiddymment Road and Blue Oaks Blvd.

- They hope to break ground this year and open stores in the spring of 2022. This will not be a 24-hour facility. Per City regulations, services and deliveries are restricted to 7AM to 10PM. Screens will be provided to block back of delivery area from public, and they are keeping as many trees on the site as the City allows.
- They said the stores weren't locked in yet so they couldn't confirm any names yet, but they indicated expected potential "Pad" features in two phases, including: major grocery; dry cleaners, hair salon, coffee/restaurants; bank; patio seating on corner spot; Day Care; gas station/car wash (linked with grocery); dental office, pet supply store, and possible postal store site.
- The developers said that the restaurants are expected to be QSR (Quick Service Restaurants) in future, even current notable full-serve restaurants are changing over to QSR due to rising staffing costs.
- Developers will comply with City building restrictions, including measures to keep dust down. To a question about 'activities areas' like a trampoline space, the developers indicated those types of facilities are expensive to build and maintain and probably not expected here."

So, once again let me state the neighborhoods welcome this commercial development.

Thank you.

Loren Cook
President
Fiddymment Farm Neighborhood Association

Bitter, Greg

From: Robert Bone <bob@robertbonelaw.com>
Sent: Thursday, May 14, 2020 2:50 PM
To: Public Comment
Subject: WRSP PCL F-31 – The Plaza at Blue Oaks; File # PL17-0368

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 Sir or Madam:

Our office recently provided comments to you, dated as of May 6, 2020, from an unincorporated association of Roseville residents ("Association"), on the pending permit approvals for the Plaza at Blue Oaks. The project, located at 1950 Blue Oaks Boulevard, in the City of Roseville, Placer County, CA (APN 017-117-093-000) is a proposed retail center consisting of an approximately 35,000 square-foot anchor grocery store, a 12-pump gas station with an approximately 3,500 square-foot convenience store and car wash, and seven additional buildings ranging in size from approximately 3,750 square feet to 9,750 square feet (the "Project"). The Project approvals include a Design Review Permit to review the site design and proposed buildings, a Tree Permit to remove several native oak trees on the westerly portion of the site, and a Tentative Subdivision Map to subdivide the parcel into eight (8) lots (the "Approvals").

Our previous comments detailed our clients' concerns regarding the Environmental Effects that will be caused by the Project. Please consider the following additional comments on the Project Approvals:

The Project Approvals do not conform to the Roseville General Plan, the City's Bicycle Plan, or the community's Pedestrian Plan, each of which has been carefully crafted and amended to flow together to create an aesthetically pleasing and accessible community for all Roseville residents. The Project does not support these various plans as it is currently configured in that these various development guidelines state that commercial buildings should be arranged to promote bicycle, transit and pedestrian modes. The layout of the Project does not adhere to these principles.

The Trees Should be Landscaped Into the Project, Rather Than Destroyed

As a threshold matter, the Project Approvals contemplate the removal of precious, irreplaceable oak trees. Our community needs to protect our existing trees and native foliage. Rather than being destroyed, the trees should be incorporated into the Project landscape and the structures built around them. This should not be difficult as the trees are concentrated in one area of the property.

The Roseville General Plan Contains Bicycle and Pedestrian Use Goals for Developments That are Not Supported by the Project

Roseville has several community plans that contain circulation elements that are collectively designed to create a bicycle and pedestrian-friendly community. For example, the Circulation Element of the Roseville General Plan includes Goals, Policies and Implementation Measures that guide the Bicycle Master Plan and the development of Bikeways and Trails. Likewise, the 2007 Bicycle Master Plan Update includes recommended

modifications to the General Plan Circulation Element to reflect recommended changes to policies, programs and development standards to increase these "walkability" and "bikability" goals.

The overarching bikeway goals of the General Plan, as amended, include:

Goal 1: Increase the percentage of all trips made by bicyclists in Roseville.

Goal 2: Establish and maintain a safe, comprehensive, and integrated bikeway and trail system that encourages the use of bikes and walking for commuting, recreation and other trips.

Goal 3: Establish education, encouragement and enforcement programs that increase bicyclist and motorist awareness of the rights and responsibilities of bicyclists in order to create a climate of acceptance for bike riding.

Goal 4: Obtain the Bicycle Friendly Community Designation from the League of American Bicyclists.

Other elements of the General Plan also include goals and policies that address bikeway development. These include the Open Space and Conservation Element, and the Recreation element. Importantly, both Blue Oaks Boulevard and Fiddymont Road (the majors streets flanking the Project) are designated for Class II Bike Lanes. Developments located on these streets should be designed with cyclists in mind especially when it comes to the layout and orientation of the development. Herein lies the problem with the current configuration of the Project. It does not comply with the aesthetic plans for the local community.

The Project Does Not Comply With the Roseville Site Design Guidelines

Site planning is intended to respect and enhance the natural environment, to connect a project to its surroundings, to promote "walkability" of developments, and to ensure effective site access and traffic circulation within and around a project. This includes adding green design features, and providing for essential services and storage.

In order to support these goals, the Roseville Site Planning and Building Siting Design Guidelines provide:

CC-1 Buildings should be arranged to define, connect, and activate pedestrian edges and public spaces.

CC-2 Buildings should be arranged to provide convenient access to transit stops.

CC-3 The relationship and orientation of buildings to arterial and other prominent roadways should be considered to enhance street frontage.

The Site Plan for the Project shows that the buildings are oriented toward the inside of the Project, leaving the back of the buildings facing the street. Firstly, the bicycle lanes near the Project must be properly striped and provision must be made for bikes and pedestrians to safely access the Project, and traverse around it. Secondly, as the Project is currently configured, in order for bicyclists and pedestrians to access the retail stores inside the Project, they must traverse a driveway that is intended for vehicle traffic, and then ride or walk through the parking lot to access the stores. This creates a potentially dangerous situation.

The Project and the Approvals must be evaluated in light of Roseville's existing General Plan, Bicycle Plan and Pedestrian Plan to ensure that the Project meets the community's development goals. The Approvals must be set aside and the above-referenced impacts on the environment must be fully and appropriately studied before any permits may be issued.

Robert M. Bone, Esq.

Law Office of Robert M. Bone
645 Fourth Street, Suite 205
Santa Rosa, CA 95404
P: 707.525.8999
F: 707.542.4752

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Bitter, Greg

From: Luke Saxelby <luke@saxnoise.com>
Sent: Thursday, May 14, 2020 6:16 PM
To: Public Comment
Subject: WRSP PCL-31 – The Plaza at Blue Oaks, 1950 Blue Oaks Bl, File # PL17-0368

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Good Evening,

I would like to submit these written comments into the public record regarding the Plaza at Blue Oaks for tonight's planning commission hearing:

"Good evening commissioners, my name is Luke Saxelby, I reside at 1204 Vista Verde Drive, approximately ½ mile north of the proposed project. My family and I would like to express our support for the proposed project. We are pleased to see continued commercial development in West Roseville and believe this project is well designed and would provide us with a local shopping destination in close proximity to where we live. Currently, the majority of our shopping requires us to travel down Blue Oaks and cross Highway 65, or down Foothills Blvd to reach our favorite grocery stores, retail centers, and restaurants. While I have not been engaged by any party to review this project, I am a professional acoustic and noise control engineer and I run the consulting firm of Saxelby Acoustics which is based in Roseville. I have reviewed the project noise study prepared by Bollard Acoustical Consultants and I believe the study to be adequate and meeting the requirements of the City and CEQA, and would not have an adverse impact on existing or future residential uses in the area. I encourage the council to approve the project. Thank you for your consideration of my comments."

Regards,

---Luke



Luke Saxelby

Principal Consultant, Saxelby Acoustics LLC

(916) 760-8821 | Luke@SaxNoise.com

www.SaxNoise.com

915 Highland Pointe Drive, Suite 250 | Roseville, CA 95678





PLANNING DIVISION
 311 Vernon Street, Roseville, CA 95678 (916) 774-5276

APPEAL FORM

Name: Robert Bone, Esq. for Appellants **Date:** May 26, 2020

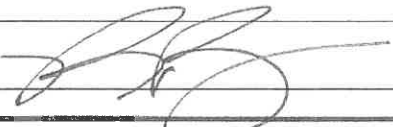
Address: 645 FOURTH STREET, SUITE 205 **City:** SANTA ROSA, CA **Zip Code:** 95404

Phone Numbers: (work/day) 707/525-8999 **(home/evening)** 707/525-8999

(cell) 707/525-8999 **(email)** bob@robertbonelaw.com

Please describe below the action for which this appeal is being filed. (You may attach a separate letter if enough space is not provided.)

Please see the attached appeal letter from Law Office of Robert Bone.

Signed:  **Date:** May 26, 2020

FOR OFFICE USE ONLY.

(Date Stamp Below)

Received by: _____

Project Being Appealed: _____

File Number: _____

Approving Body: _____ Approval Date: _____

BY FAX

Law Office of
ROBERT M. BONE

May 26, 2020

VIA EMAIL ONLY

CityCouncil@roseville.ca.us

City of Roseville City Council
311 Vernon Street
Roseville, California 95678

RE: Appeal of Approval of Mitigated Negative Declaration for
WRSP PCL F-31 – The Plaza at Blue Oaks; File # PL17-0368

Dear Honorable Councilmember:

Our firm writes on behalf of an unincorporated association of Roseville community residents (the “Association”) to appeal the decision by the Roseville Planning Commission (“Planning Commission”) on the mitigated negative declaration finding for the Project defined below.

The proposed Project, located at 1950 Blue Oaks Boulevard, in the City of Roseville, Placer County, CA (APN 017-117-093-000) is a proposed retail center consisting of an approximately 35,000 square-foot anchor grocery store, a 12-pump gas station with an approximately 3,500 square-foot convenience store and car wash, and seven additional buildings ranging in size from approximately 3,750 square feet to 9,750 square feet (the “Project”). The Project approvals include a Design Review Permit to review the site design and proposed buildings, a Tree Permit to remove several native oak trees on the westerly portion of the site, and a Tentative Subdivision Map to subdivide the parcel into eight (8) lots (the “Approvals”). No building is being proposed on Lot 2 at this time, which will be located on the northeastern corner of the site and will consist of approximately 1.3 acres.

The Association includes individuals that may be adversely affected by the potential traffic, air quality, ground water quality, soil quality, noise, public health, and other environmental impacts caused by the Project. The Association includes individuals who live and work in Roseville and their families. Because they are local residents, the individual members of the Association would be directly affected by the traffic, air quality, ground water quality, noise, public health and other environmental issues created by the Project. Individual members may also work on the Project itself. As such, they would be first in line to be exposed to any health and safety hazards that exist on site.

BY FAX

The Project Approvals do not conform to the Roseville General Plan, the City's Bicycle Plan, or the community's Pedestrian Plan, each of which has been carefully crafted and amended to flow together to create an aesthetically pleasing and accessible community for all Roseville residents. The Project does not support these various plans as it is currently configured in that these various development guidelines state that commercial buildings should be arranged to promote bicycle, transit and pedestrian modes. The layout of the Project does not adhere to these principles.

The Trees Should be Landscaped Into the Project, Rather Than Destroyed

As a threshold matter, the Project Approvals contemplate the removal of precious, irreplaceable oak trees. Our community needs to protect our existing trees and native foliage. Rather than being destroyed, the trees should be incorporated into the Project landscape and the structures built around them. This should not be difficult as the trees are concentrated in one area of the property.

The Roseville General Plan Contains Bicycle and Pedestrian Use Goals for Developments That are Not Supported by the Project

Roseville has several community plans that contain circulation elements that are collectively designed to create a bicycle and pedestrian-friendly community. For example, the Circulation Element of the Roseville General Plan includes Goals, Policies and Implementation Measures that guide the Bicycle Master Plan and the development of Bikeways and Trails. Likewise, the 2007 Bicycle Master Plan Update includes recommended modifications to the General Plan Circulation Element to reflect recommended changes to policies, programs and development standards to increase these "walkability" and "bikability" goals.

The overarching bikeway goals of the General Plan, as amended, include:

Goal 1: Increase the percentage of all trips made by bicyclists in Roseville.

Goal 2: Establish and maintain a safe, comprehensive, and integrated bikeway and trail system that encourages the use of bikes and walking for commuting, recreation and other trips.

Goal 3: Establish education, encouragement and enforcement programs that increase bicyclist and motorist awareness of the rights and responsibilities of bicyclists in order to create a climate of acceptance for bike riding.

Goal 4: Obtain the Bicycle Friendly Community Designation from the League of American Bicyclists.

Other elements of the General Plan also include goals and policies that address bikeway development. These include the Open Space and Conservation Element, and the Recreation element. Importantly, both Blue Oaks Boulevard and Fiddymment Road (the majors streets flanking the Project) are designated for Class II Bike Lanes. Developments located on these streets should be designed with cyclists in mind especially when it comes to the layout and orientation of the development. Herein lies the problem with the current configuration of the Project. It does not comply with the aesthetic plans for the local community.

The Project Does Not Comply With the Roseville Site Design Guidelines

Site planning is intended to respect and enhance the natural environment, to connect a project to its surroundings, to promote "walkability" of developments, and to ensure effective site access and traffic circulation within and around a project. This includes adding green design features, and providing for essential services and storage.

In order to support these goals, the Roseville Site Planning and Building Siting Design Guidelines provide:

CC-1 Buildings should be arranged to define, connect, and activate pedestrian edges and public spaces.

CC-2 Buildings should be arranged to provide convenient access to transit stops.

CC-3 The relationship and orientation of buildings to arterial and other prominent roadways should be considered to enhance street frontage.

The Site Plan for the Project shows that the buildings are oriented toward the inside of the Project, leaving the back of the buildings facing the street. Firstly, the bicycle lanes near the Project must be properly striped and provision must be made for bikes and pedestrians to safely access the Project, and traverse around it. Secondly, as the Project is currently configured, in order for bicyclists and pedestrians to access the retail stores inside the Project, they must traverse a driveway that is intended for vehicle traffic, and then ride or walk through the parking lot to access the stores. This creates a potentially dangerous situation.

The Project and the Approvals must be evaluated in light of Roseville's existing General Plan, Bicycle Plan and Pedestrian Plan to ensure that the Project meets the community's development goals. The Approvals must be set aside and the above-referenced impacts on the environment must be fully and appropriately studied before any permits may be issued.

The Project Approvals Fail to Adequately Inform the Public About Environmental Impacts

Based upon our review of the Project Approvals, we feel the Approvals fail to comply with California Environmental Quality Act (“CEQA”) requirements in the following ways. CEQA is designed to inform decisionmakers, and the public about the potential significant environmental effects of a project. CEQA Guidelines §15002(a)(1). CEQA requires that an agency analyze potentially significant environmental impacts in an [environmental impact report (“EIR”)]. Pub. Resources Code §21000; CEQA Guidelines §15002. Specifically, that EIR should result from “extensive research and information gathering,” including consultation with state and federal agencies, local officials, *and the interested public*. (emphasis added.) *Berkeley Keep Jets Over the Bay Comm. v. Board of Port Comm.* (2001) 91 Cal.App.4th 1344, 1367 (*Berkeley Jets*); *Schaeffer Land Trust v. San Jose City Council* (1989) 215 Cal.App.3d 612, 620.

CEQA also directs public agencies to avoid, or reduce, environmental damage when possible by requiring alternatives, or mitigation measures. CEQA Guidelines §15002(a)(2)-(3); *Berkeley Jets*, supra, 91 Cal.App. 4th at 1354. The EIR serves to provide public agencies and the public in general with information about the effect that a proposed project is likely to have on the environment and to “identify ways that environmental damage can be avoided or significantly reduced.” CEQA Guidelines §15002(a)(2). If a project has a significant effect on the environment, the agency may approve the project only upon a finding that it has “eliminated or substantially lessened all significant effects on the environment where feasible,” and that any unavoidable significant effects on the environment are “acceptable due to overriding concerns” specified in CEQA §21081. CEQA Guidelines §15092(b)(2)(A)-(B).

The IS/MND begins with a Declaration, on page 2, that states:

The Planning Manager has determined that the above project will not have significant effects on the environment and therefore does not require preparation of an Environmental Impact Report. The determination is based on the attached initial study and the following findings [“Findings”]

A. The project will not have the potential to degrade the quality of the environment, substantially reduce the habitat of 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, rare or threatened species, reduce the number or restrict the range of rare or endangered plants or animals or eliminate important examples of the major periods of California history or prehistory.

B. The project *will not have the potential to achieve short-term, to the disadvantage of long-term, environmental goals. (emphasis added.)*

C. The project *will not have impacts, which are individually limited, but cumulatively considerable. (emphasis added.)*

D. The project *will not have environmental effects, which will cause substantial adverse effects on human beings, either directly or indirectly. (emphasis added.)*

E. No *substantial evidence exists that the project may have a significant effect on the environment. (emphasis added.)*

F. The project incorporates all applicable mitigation measures identified in the attached initial study.

G. This Mitigated Negative Declaration reflects the independent judgment of the lead agency.

Substantial evidence exists to support the assertion that the Findings, noted above, were incorrectly reached. It defies imagination how the construction of a 12-pump gas station, with its attendant underground gasoline storage tanks, a car wash that will undoubtedly wash chemicals into the soil, and potentially into the ground water, and other commercial uses *will not cause any impact* to the environment such that a fulsome environmental review is unnecessary. The planned uses will have considerable cumulative, long-term, adverse impacts on the environment and nearby residents, either directly, or indirectly. Approving the Project without a full environmental review amounts to achieving a short-term goal to the disadvantage of long-term environmental goals.

The initial study/mitigated negative declaration (“IS/MND”) incorporates a checklist of potential environmental impacts. Although the analysis considered various impacts as provided in the checklist, and as required by CEQA, the IS/MND found in the vast majority of the analysis that the Project would have “No Impact,” or a “Less Than Significant Impact” on the environment. Thus, mitigation measures were not adequately considered.

Potential impacts were found in only two cases. In one case, the IS/MND found the Project may create significant impacts on the resources of California Native American tribes. Of greater concern to the Association, however, is the fact that the analysis found noise impacts would occur only during construction of the Project, but dismissed the noise impacts caused by operation of the Project after the construction is completed. This effect was considered to be “Less Than Significant With Mitigation” if such mitigation measures were implemented during construction. Little attention was paid to the fact that the Project will flank two existing residential neighborhoods. The

permanent noise levels that will be generated by a 12-pump gas station, an automatic car wash and convenience store, and 35,000 a foot grocery store, in addition to other anticipated commercial uses, are certain to increase substantially over current ambient noise levels in the neighborhood. This is hardly a “Less Than Significant” impact. This impact, and potential mitigation measures to lessen the impact, warrants further study.

Other than the two instances noted above, the IS/MND noted no significant impacts to the environment caused by the Project. The Association disagrees. The subdivision of a single parcel into 8 parcels and the construction of more than 48,000 square feet of commercial structures in that footprint absolutely creates significant negative impacts on the surrounding residential community. These impacts to the traffic, air quality, ground water quality, soil quality, noise and other aspects of the community must be properly determined and studied.

Air quality issues were not properly considered in the IS/MND. Many of the residents near the Project are older and/or are otherwise considered to be sensitive receptors. The dust, soot, exhaust, fumes and other particulate matter that will necessarily increase due to large construction vehicles, and further due to permanently increased traffic and idling vehicles in the area, will create negative health impacts on residents, who are sensitive receptors, for an unknown period of time. These sensitive receptors may experience prolonged and significant impacts to their health.

The negative health effects on area residents caused by the Project will be exacerbated by the construction of a 12-pump gas station as the site. Not only will this increase poor air quality, ground water quality, and soil contamination during construction, but nearby residents will be permanently negatively impacted by known carcinogens that will be pumped into underground tanks, as well as exhaust and fumes created by cars idling and using the gas station. Additionally, detergents, waxes and other chemicals used by the car wash will be rinsed away, and may flow into the ground, eventually reaching the water table. This will have deleterious effects on the water table and the health of nearby residents. These issues were found to cause either “No Impact,” or “Less Than Significant Impact” in the IS/MND. These deleterious impacts must be properly studied so that their true impacts on nearby residents can be determined and mitigated.

The Project Approvals Fail to Consider Feasible Mitigation Measures That Alleviate Negative Environmental Impacts

The Approvals were granted in error because there are feasible mitigation measures available which would substantially lessen one, or more, of the Project’s significant environmental effects. Pub. Resources Code, § 21002. For example, morning, afternoon and other peak-hour commute times will be permanently greatly increased throughout the area if the Project is developed as currently proposed. The IS/MND failed to propose mitigation measures to alleviate this significant impact.

The Environmental Noise Assessment, included as Attachment 6 to the IS/MND, states, in pertinent part, on Page 6 that the “Noise Element of the City of Roseville General Plan establishes non-transportation noise exposure limits as summarized...in Table 1 (Table IX-3 of the Noise

BY FAX

Roseville City Council
WRSP PCL F-31 – The Plaza at Blue Oaks
File # PL17-0368
May 26, 2020
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Element). These limits are applicable to non-transportation noise sources (i.e., on-site truck movements, loading docks, and car wash operations) affecting existing noise-sensitive land uses.” The report suggests that a 6-foot sound barrier be constructed and that construction trucks be limited in their hours of operation. The report dubiously suggested this 6-foot sound barrier is enough to mitigate the significant impact the operation of the gas station, the loading dock, the car wash and the other commercial uses will cause to adjacent neighborhoods after construction.

The noise assessment in the IS/MND dismissed operations noise that will be caused by idling vehicles and traffic at the 12-pump gas station and ignores the Project’s other commercial uses. Instead, although the document recognized the fact that the nearest noise-sensitive land uses to the Project site are existing and future residential developments located north, south, and east of the Project site, significant impacts to these receptors was minimized by the report. It was assumed that each of the evaluated noise sources would only operate during limited, mostly daytime, hours. Based on this assumption, Roseville’s daytime and nighttime noise level standards for noise-sensitive residential land were applied to the Project’s noise sources. This represents a serious underestimation of the noise levels to be generated by the commercial uses in this Project.

Due to the fact that the IS/MND wholly dismissed the vast majority of the potential environmental impacts caused by the Project, mitigation measures were inadequately considered or completely ignored. For this reason, the Project Approvals fail to adequately disclose, evaluate, and mitigate the Project’s environmental impacts, resulting in a legally deficient CEQA review. The City Council must order the Planning Commission to conduct an appropriate environmental review that addresses these inadequacies and must circulate the document for public review to consider these critical issues.

The Association has commissioned an environmental report and a traffic report. We will submit it to the City Council in support of our position as soon as they are available. Thank you for your attention to this matter.

Sincerely,



Robert M. Bone, Esq.

NATHAN L. SCHEG
CHRISTOPHER C. M. WAUD

IRONHORSE LAW GROUP

A PROFESSIONAL LAW CORPORATION

2121 NORTH CALIFORNIA BLVD., SUITE 290
WALNUT CREEK, CA 94596
TELEPHONE: (925) 399-6108
FACSIMILE: (925) 215-8427

June 15, 2020

VIA EMAIL ONLY

CityCouncil@roseville.ca.us

City of Roseville City Council
311 Vernon Street
Roseville, CA 95678

**RE: WRSP PCL F-31 - The Plaza at Blue Oaks (File #PL17-0368)
Response to Associations' Appeal of Approval of Mitigated Negative Declaration**

Dear Council Members:

This office represents West Roseville Project Development Company, Inc., the project owner ("Owner"), and Signature Management Company, the project developer ("Developer"), of the above-referenced project. The purpose of this letter is to provide a response to the May 26, 2020 letter from the Law Offices of Robert M. Bone, representing an unincorporated association of Roseville community residents (the "Association"), to the City Council ("Council") appealing the May 14, 2020 decision of the Planning Commission to approve the Project's Initial Study/Mitigated Negative Declaration ("IS/MND") (the "Appeal"). Owner and Developer are real parties in interest.

The Project was heard by the Planning Commission on May 14, 2020. Prior to the hearing, the Planning Commission received a total of nine letters from the public in opposition of the project and two letters in support of the project. The letters in opposition of the project cited similar concerns regarding the environmental impacts of the project. Mr. Bone submitted additional correspondence on behalf of the Association that focused on additional concerns with the overall project design. These concerns are identical to those raised in the Appeal.

At the Planning Commission hearing, Mr. Bone spoke in opposition of the project and repeated the Association's concerns as stated in his prior correspondence, including effects of the project on the environment, the removal of oak trees, and increase in traffic. After receiving testimony, the Planning Commission deliberated on the item and ultimately voted to approve the Design Review Permit, Tentative Subdivision Map, and Tree Permit, with a vote of 6 aye, 0 nay, 1 absent.

On May 26, 2020, the City received the Association's appeal of the Planning Commission's decision from the Law Office of Robert M. Bone. In its Appeal, the Association challenges the adequacy of the City's environmental review, alleging the following grounds to reject the Planning Commission's decision: inconsistency with the General Plan, Bicycle Master Plan, and Pedestrian Master Plan; conflict with the City's site design guidelines; loss of oak trees; and inadequate environmental review.

Associate Planner Kinarik Shallow and Development Services Director Mike Isom are expected to submit a memo to the Council responding to the specific issues raised by the Appeal.

Owner and Developer agree with the Planning Commission that the Initial Study adequately evaluates, discloses, and mitigates the Project's environmental impacts and a Mitigated Negative Declaration is the appropriate environmental determination for the Project. Owner and Developer also assert that all aspects of CEQA with regard to the IS/MND have been fully complied with and that an Environmental Impact Report ("EIR") is not required for the Project. Owner and Developer further assert that the Project is consistent with the General Plan, Bicycle Master Plan, Pedestrian Master Plan; City site design guidelines; and tree protection ordinances.

CEQA requires the preparation of an EIR whenever an agency proposes to approve or implement a project that "may have a significant effect on the environment." (§§ 21100, 21151.) "If there is no substantial evidence of any significant environmental impact, however, the agency may [instead] adopt a negative declaration." (City of Redlands v. County of San Bernardino, (2002) 96 Cal.App.4th 398, 405.) A *mitigated* negative declaration may be utilized by an agency when a project as initially proposed may have a significant effect on the environment but will not have a significant environmental effect because changes have been made or agreed on that mitigate such potential effects. (Cal. Code Regs. tit. 14, § 15071(e)). In evaluating a claim that an agency improperly approved a project by using a negative declaration, rather than preparing an EIR, a trial court applies the "fair argument" test. (Porterville Citizens for Responsible Hillside Development v. City of Porterville, (2007) 157 Cal.App.4th 885, 899.) "Under this test, the agency must prepare an EIR whenever substantial evidence in the record supports a fair argument that a proposed project may have a significant effect on the environment." (Gentry v. City of Murrieta, (1995) 36 Cal.App.4th 1359, 1399-1400.) In that instance, a trial court's function is to decide whether substantial evidence supports the agency's conclusion as to whether a fair argument of environmental impact could be made. (Id. at p. 1399.)

Like any petitioner challenging an agency's decision to proceed by negative declaration, the Association bears the burden of proof "to demonstrate by citation to the record the existence of substantial evidence supporting a fair argument of significant environmental impact." Gentry v. City of Murrieta (1995) 36 Cal.App.4th 1359, 1379. The Association cannot meet this burden.

CEQA and its implementing regulations provide that facts, reasonable assumptions predicated on facts, and expert opinions supported by facts may constitute substantial evidence; whereas argument, speculation, unsubstantiated opinion or narrative, clearly inaccurate or erroneous factual statements or evidence of social or economic impacts that do not result in physical impacts on the environment may not. (§§ 21080, subd. (c); 21080. 2, subd (c); 14 Cal. Code Regs., §§ 15064, subd. (f)(5), 15384.) **"[I]n the absence of a specific factual foundation in the record, dire predictions by non-experts regarding the consequences of a project do not constitute substantial evidence."** (Porterville Citizens for Responsible Hillside Development, *supra*, 157 Cal.App.4th at p. 901 (emphasis added).)

In its Appeal, the Association relies on nothing more than argument, speculation, and unsubstantiated opinion and narrative in its attempt to claim that further environmental study is

June 15, 2020

Page 3

required. Such a dearth of substantiated evidence cannot and will not rise to the level of substantial evidence required to overcome the Planning Commission's discretionary and well-supported decision as set forth in its IS/MND. As such, Owner and Developer urge the Council to adopt the Plaza at Blue Oaks Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program; and adopt Resolution No. 20-xxx denying the Association's Appeal from the May 14, 2020 approvals by the Planning Commission; adopting the four (4) findings of fact and approving the design review permit subject to one hundred one (101) conditions of approval; adopting the three (3) findings of fact and approving the tentative subdivision map subject to thirty-nine (39) conditions of approval; and adopting the two (2) findings of fact and approving the tree permit subject to twenty (20) conditions of approval.

Lastly, in its Appeal, the Association states that it has "commissioned an environmental report and a traffic report" that it intends to submit to the Council in support of the Association's position. As of the drafting of this correspondence, said reports have not yet been submitted to the Council and are not part of the record. Owner and Developer submit that an adequate hearing can only be held once said reports are submitted and they and the City have had sufficient time to review, analyze, and, if necessary, respond to same.

Sincerely,

IRONHORSE LAW GROUP PC

A handwritten signature in black ink, reading "Nathan Scheg". The signature is written in a cursive, flowing style.

Nathan L. Scheg, Esq.

cc: Client (via email only)

**Law Office of
ROBERT M. BONE**

June 26, 2020

VIA EMAIL ONLY

publiccomment@roseville.ca.us

City of Roseville Planning Commission
311 Vernon Street
Roseville, California 95678

RE: Appeal of Project Approvals - WRSP PCL F-31
The Plaza at Blue Oaks; File # PL17-0368

Dear Sir or Madam:

Our firm writes on behalf of an unincorporated association of Roseville community residents (the "Association") to submit the attached environmental report from SWAPE ("Report") in support of our pending appeal of the Approval by the City of Roseville Planning Commission ("Planning Commission"), of The Plaza at Blue Oaks Project, located at 1950 Blue Oaks Boulevard, in the City of Roseville, Placer County, CA (APN 017-117-093-000). This is a proposed retail center consisting of an approximately 35,000 square-foot anchor grocery store, a 12-pump gas station with an approximately 3,500 square-foot convenience store and car wash, and seven additional buildings ranging in size from approximately 3,750 square feet to 9,750 square feet (the "Project"). The Project approvals included a Design Review Permit to review the site design and proposed buildings, a Tree Permit to remove several native oak trees on the westerly portion of the site, and a Tentative Subdivision Map to subdivide the parcel into eight (8) lots (the "Approvals").

The Report highlights several deficiencies that appear in the initial study mitigated negative declaration ("IS/MND") that underlies the Approvals. These evaluation deficiencies relate to data utilized in the IS/MND's Findings on Soil contamination, Project Land and Water use, Air Quality, Traffic, and other Impacts that will be caused by the Project. Some of the deficiencies noted in the Report include, but are not limited to, the following:

Prior Agricultural Uses Require Detailed Soil Evaluation

Agriculture was practiced on the Project site for many years. Thus, pesticides may be present in the soil. The Report recommends a Phase I environmental soil analysis that targets the potential for pesticides through an evaluation of agricultural practices, including the types of crops that were grown and when they were cultivated. The Report provides granular details on how the

IS/MND fails to provide sufficient environmental review in this regard.

The IS/MND Fails to Properly Analyze the Project's Intended Land Use

The IS/MND evaluated the Project under “general commercial land use” criteria. However, Project does not only involve general commercial land uses. It also includes a 12-pump gasoline station, which the IS/MND fails to address or evaluate. Indeed, it is unclear whether the gas station will include ancillary automotive services like auto repair, smog checking, etc. As a result of the improper evaluation of the gas station, and all intended uses in this footprint, the IS/MND cannot conclude that the proposed Project would result in a Less Than Significant Air Quality Impact without conducting a quantitative analysis to evaluate the *entire* Project's *total* air quality emissions.

Several Problems Exist with the Modeling Used in the IS/MND

The Report highlights several problems with the modeling that supported the IS/MND's Findings. For example, the IS/MND correctly used the CalEEMod models to evaluate Air Quality. However, the modeling data provided to the public was incomplete. CalEEMod modeling software provides three types of output files, including winter, summer, and annual. The IS/MND did not provide the summer and winter output files. Without the summer and winter CalEEMod output files, the Project's criteria Air Pollutant Emissions cannot be compared to Placer County Air Pollution Control District (“PCAPCD”) thresholds. For this reason, the IS/MND's Finding of a Less Than Significant Impact cannot be relied upon for Project Approval.

The failures in the IS/MND modeling resulted in an undercounting of Significant Air Pollutant Emissions. Further analysis is required. The Findings should be changed from No Impact to Less Than Significant Impacts - with certain Mitigation Measures implemented - which Mitigation Measures must be determined and imposed on the Project. Residents in the Project area will live under Emissions levels that were not properly captured in the IS/MND.

The Report demonstrates the Project's operational NO_x emissions exceed the PCAPCD threshold of 55 pounds per day. Thus, the Project would result in Significant Air Quality Impacts that were not previously identified, or addressed, in the IS/MND. As a result, an updated CEQA evaluation should be prepared to include an updated Air Pollution model and analysis to adequately estimate the Project's construction and operational emissions and incorporate proper Mitigation Measures to reduce these Emissions to Less Than Significant levels.

Diesel particulate matter health risk emissions were also inadequately evaluated in the IS/MND. The inadequacy of this evaluation is particularly worrying because diesel particulate matter is known to the State of California to cause asthma and can cause sensitive receptors to develop lung cancer. The Health Risk Assessment in the IS/MND fails to evaluate the cumulative lifetime cancer risk to nearby, existing receptors as a result of Project construction *and* operation *together*. The IS/MND should have quantified the Project's *entire* construction and operational

health risks, and should have compared the combined construction and operational health risks to the PCAPCD threshold of 10 in one million, as indicated by the IS/MND (p. 11).

This is more than an issue of Vehicle Miles Traveled (“VMT”). This goes directly to the health of nearby residents that will be caused by people from around the County and other areas driving to this Project site. The Environmental Impact caused by this increased diesel particulate matter from people driving into the neighborhood must be properly assessed.

Further to the creative modeling employed in the IS/MND, the default CO₂ intensity factor was inexplicably reduced from 793.8 pounds per megawatt hour (“lbs/MWh”) to 531.85 lbs/MWh. The CalEEMod User’s Guide *requires any changes to model defaults be justified*.¹ This default CO₂ figure was changed from the 793.8 default employed by CalEEMod. However, *no justification was given for the change*. This represents an improper forced reduction in emissions.

The IS/MND also doesn’t provide the VMT-reducing measures that actually *show* they will reduce emissions. The IS/MND says it will reduce emissions, but no measures are provided. Rather, the reduction was accomplished by the modelers playing with the numbers, not by showing they are designing the Project to reduce VMT.

The same anomalies in the data appears in the Trees analysis. The default line appears near zero because no trees are currently on the site. The Developer states they are planning to add 373 trees in their model. This causes their overall number of emitted CO₂ to drop. However, no details are provided on the type, or age, of Trees that will be used. Palm trees do not absorb as much CO₂ as elm trees. Old trees absorb less than young trees. Without further details on the planned landscaping, it is difficult to tell from the IS/MND whether the Trees will reduce Emissions as much as the model says they will. These anomalies in the data appear to cover up the fact that the Project does not meet GHG standards.

Modeling difficulties appear in the Trip rate analysis as well. The County’s model profiles reduce the Trip rate to zero. This is highly problematic. This is a shopping center. The Trip rates simply cannot be set at zero because people will be traveling there. *This represents another unjustified change to the model default*. It appears that the modelers adjusted the Trip rate to zero in an attempt to assume everyone in this neighborhood will shop at this center and no one else will, or that the area residents won’t go anywhere else to shop. This assumption cannot be correct.

AB32 Provides an Insufficient Measure of GHG Emissions Caused by the Project

AB32 requires California to reduce its GHG emissions to 1990 levels by 2020. This amounts to an approximately 15 percent reduction in emissions below what would normally be expected under a “business as usual” scenario for a given project. Thus, a suburban shopping center constructed in 2020 must operate 15% below the expected 2020 levels. The reliance on meeting AB 32 requirements is insufficient for several reasons. Firstly, the Report shows the Project is not AB32 compliant. Secondly, more efficient and successful methodologies exist to measure Emissions efficiency in a project. Lastly, the IS/MND does not provide a baseline against which

¹ CalEEMod User Guide, available at: <http://www.caleemod.com/>, p. 2, 9

their model is compared. Without a baseline, there is no way for the public to evaluate whether their model shows the baseline is not met, met, or exceeded.

AB32 allows Developers to rely on incorporating environmentally friendly materials into a Project to reduce the Emissions output to 1990 levels. However, this fails in practice if the Project itself is not oriented toward supporting a “walkable community” because Emissions will not ultimately be reduced. The configuration of this Project eschews a walkable community concept. Even people that live in nearby neighborhoods would have to drive at least a mile to reach any of the retail spaces inside the Project’s footprint. Indeed, a pedestrian, or bicyclist, will necessarily be put in harm’s way just to access the site. This runs counter to the intent of AB32. Furthermore, AB32 does not contain many actionable items for Developers to meet (which is one reason why Developers like to hide behind this legislation).

The challenges with this Project’s configuration amount to more than tail pipe Emissions. This Project creates urban sprawl. It amounts to a typical Southern California Orange County-type of commercial development because Placer County residents will have to drive to get to the Project. This amounts to developing vacant land in a manner that forces people back into their cars. There is not a lot of existing commercial development in Roseville. By default, this Project will attract people from all over Placer County. The Finding that the Project’s existence isn’t Significant enough an Impact to increase Trip rates in the area is incorrect.

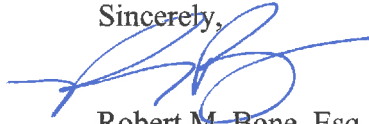
Inefficient and Improper Mitigation Measures Were Considered for the Project

The IS/MND fails to show any meaningful Mitigation Measures imposed on the Project. For example, ride sharing is often used as a Mitigation Measure. Developers will say they are implementing ride share programs, and then they fail to do so. Developers use this criterium to get their projects approved, but they fail to show how a ride share program would actually work. Furthermore, this is an operations business model that the shopping center’s management would implement, not the Developer. The Developer should not be able to use ride sharing as a Mitigation Measure for these reasons. Furthermore, ride sharing works in dense regional centers. How would a nearby resident use ride sharing to shop at the Project? This is non-sensical. The modelers used this false criterium to reduce the Project’s Emissions. Similar anomalies occur with the Water efficiency and Landscaping modeling. The Report provides granular details on these issues.

Ultimately, the IS/MND gives the public a broad overall look at the Project. However, when venturing into the details of the IS/MND, the Project’s Environmental Impacts increase over those stated in the IS/MND. A proper Environmental evaluation must be conducted on the Project. Because the IS/MND wholly dismissed the vast majority of the potential Environmental Impacts caused by the Project, Mitigation Measures were inadequately considered or completely ignored. As a result, the IS/MND fails to adequately disclose, evaluate, and mitigate the Project’s Environmental impacts, resulting in a legally deficient CEQA document. The Planning Commission must conduct an appropriate environmental review that addresses these inadequacies and must circulate the document for public review to consider these critical issues. Thank you for your attention to these comments.

Appeal to Roseville Planning Commission
WRSP PCL F-31 – The Plaza at Blue Oaks
File # PL17-0368
June 26, 2020
Page 5 of 5

Sincerely,

A handwritten signature in blue ink, appearing to be 'R. Bone', written over the word 'Sincerely,'.

Robert M. Bone, Esq.



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June 18, 2020

Robert M. Bone, Esq.
Law Office of Robert M. Bone
645 Fourth Street, Suite 205
Santa Rosa, CA 95404

Subject: Comments on The Plaza at Blue Oaks Project

Dear Mr. Bone,

We have reviewed the April 2020 Initial Study/Mitigated Negative Declaration ("IS/MND") for the Plaza at Blue Oaks Project ("Project") located in the City of Roseville ("City"). The Project proposes to construct a 35,000-SF grocery store, a 12-pump gas station with a 3,500-SF convenience store and car wash, seven additional buildings ranging in size from 3,750-SF to 9,750-SF, as well as parking and landscaping on the 13.35-acre Project site.

Our review concludes that the IS/MND fails to adequately evaluate the Project's hazards, air quality, health risk, and greenhouse gas impacts. As a result, emissions and health risk impacts associated with construction and operation of the proposed Project are underestimated and inadequately addressed. An updated CEQA analysis should be prepared to adequately assess and mitigate the potential hazards, air quality, health risk, and greenhouse gas impacts that the project may have on the surrounding environment.

Hazards and Hazardous Materials

Inadequate Analysis of Impacts

No Phase I Environmental Site Assessment (ESA) was prepared for the Project site. The preparation of a Phase I ESA is a common practice in CEQA matters to identify hazardous waste issues that may pose a risk to the public, workers, or the environment, and which may require further investigation, including environmental sampling and cleanup.

The need for a Phase I ESA for the Project site is necessary because a portion was used for agriculture, according to our review of Google Earth Images. A 2002 aerial photo (below) shows the southeast area of the project site to have been used for row crops.



Because agriculture was practiced on the Project site for many years, pesticides may be present in soil. The recommended Phase I ESA should therefore target the potential for pesticides through an evaluation of agricultural practices, including the types of crops that were grown and when they were cultivated.

Standards for performing a Phase I ESA have been established by the US EPA and the American Society for Testing and Materials Standards (ASTM).¹ Phase I ESAs are conducted to identify conditions indicative of releases of hazardous substances and include:

- a review of all known sites in the vicinity of the subject property that are on regulatory agency databases undergoing assessment or cleanup activities;
- an inspection;
- interviews with people knowledgeable about the property; and

¹ <http://www.astm.org/Standards/E1527.htm>

- recommendations for further actions to address potential hazards.

Phase I ESAs conclude with the identification of any “recognized environmental conditions” (RECs) and recommendations to address such conditions. A REC is the presence or likely presence of any hazardous substances or petroleum products on a property under conditions that indicate an existing release, a past release, or a material threat of a release of any hazardous substances or petroleum products into structures on the property or into the ground, groundwater, or surface water of the property. If RECs are identified, then a Phase II ESA generally follows, which includes the collection of soil, soil vapor and groundwater samples, as necessary, to identify the extent of contamination and the need for cleanup to reduce exposure potential to the public.

Consistent with professional due diligence procedures commonly used in CEQA proceedings, a Phase I ESA, completed by a licensed environmental professional is necessary for inclusion in an EIR to identify recognized environmental conditions, if any, at the proposed Project site. If past agricultural practices are identified as a REC, a Phase II should be conducted to sample for residual concentrations of pesticides in soil. Any contamination that is identified above regulatory screening levels, including California Office of Environmental Health Hazard Assessment’s Soil Screening Numbers², should be further evaluated and cleaned up, if necessary, in coordination with the Regional Water Quality Control Board and the California Department of Toxics Substances Control.

Air Quality

Failure to Evaluate Air Quality Impacts

Regarding the Project’s air quality impact, the IS/MND states:

“[A]ccording to PCAPCD’s published screening table, general commercial projects smaller than 249,099 square feet will not result in NOx emissions that exceed 55 lbs/day, and therefore modeling is not required” (p. 11).

Furthermore, the IS/MND claims:

“The project proposes the construction of a shopping center consisting of six buildings totaling approximately 82,100 square feet, which is well below PCAPCD’s modeled example. Thus, the project is not expected to result in construction or operational emissions that would exceed the district’s thresholds for significance” (pp. 11).

As you can see in the excerpts above, the IS/MND claims that the Project is below the PCAPCD’s published screening threshold for general commercial projects. However, this is incorrect, as the IS/MND misinterprets the PCAPCD guidelines, as discussed below. As a result, the IS/MND’s less than significant air quality impact determination is unsubstantiated, and the Project should not be approved until an updated CEQA evaluation is prepared to adequately analyze and mitigate the Project’s anticipated air quality impacts.

² <http://oehha.ca.gov/risk/chhsltable.html>

The PCAPCD guidelines provide the approximate sizes of projects, by land use subtype, that may result in operational NO_x emissions equal to the PCAPCD threshold of 55 pounds per day (“lbs/day”). The guidelines indicate that 249,099-SF is the approximate size of a general commercial Project “which would result in NO_x operational emissions equal to the threshold of 55 lbs/day” (emphasis added) (p. 21). However, the PCAPCD guidelines note that these approximate sizes serve as “preliminary screening methodology” and do not consider “ROG operational emissions” or other criteria air pollutants (p. 21). Furthermore, the guidelines state:

“[D]epending on the location of the project as well as the project’s proposed land use categories, design features, and buildout year, different conclusions may be reached.”

Thus, these approximate land use sizes cannot be relied upon to determine Project significance, as the operational ROG (VOC) emissions, as well as other criteria air pollutant emissions, proposed land use categories, design features, and other Project-specific details should also be considered. Here, however, the Project does not only involve general commercial land uses, but also a 12-pump gasoline station, which the IS/MND fails to address or evaluate. As a result, the IS/MND cannot conclude that the proposed Project would result in a less than significant air quality impact without conducting a quantitative analysis to evaluate the entire Project’s total air quality emissions.

Failure to Include Summer and Winter Models

Review of the IS/MND demonstrates that the Project documents fail to disclose the winter and summer CalEEMod output files. As such, we are unable to verify the IS/MND’s air quality analysis and the related impact conclusions should not be relied upon to determine Project significance.

CalEEMod provides three types of output files – winter, summer, and annual. While the annual output files measure emissions in tons per year (“tons/yr”), both the winter and summer output files provide emissions estimates in pounds per day (“lbs/day”). The Placer County Air Pollution Control District (“PCAPCD”) provides significance thresholds to evaluate Project-related criteria air pollutant emissions in units of lbs/day. As such, the IS/MND should have provided all of the CalEEMod output files, including the winter and summer CalEEMod output files, in order to compare emissions to the PCAPCD thresholds. Without the summer and winter CalEEMod output files, the Project’s criteria air pollutant emissions cannot be compared to PCAPCD thresholds, and the IS/MND’s less than significant impact conclusion should not be relied upon.

SWAPE Analysis Indicates Significant Air Pollutant Emissions

In an effort to accurately determine the proposed Project’s construction and operational emissions, we prepared an updated SWAPE CalEEMod model for the Project, correcting the unsubstantiated input parameters based on information provided in the IS/MND, as discussed below.

Our updated analysis demonstrates that the Project’s operational NO_x emissions exceed the 55 pounds per day (lbs/day) threshold set by the PCAPCD (see table below).³⁴

Maximum Daily Operational Emissions (lbs/day)	
Model	VOC/ROG
SWAPE	125.56
PCAPCD Regional Threshold (lbs/day)	55
Threshold Exceeded?	Yes

As you can see in the table above, when modeled, the Project’s operational NO_x emissions exceed the PCAPCD threshold of 55 lbs/day. Thus, our model demonstrates that the Project would result in a potentially significant air quality impact that was not previously identified or addressed in the IS/MND. As a result, an updated CEQA evaluation should be prepared to include an updated air pollution model and analysis to adequately estimate the Project’s construction and operational emissions and incorporate mitigation to reduce these emissions to a less than significant level.

Diesel Particulate Matter Health Risk Emissions Inadequately Evaluated

The IS/MND concludes that the Project’s health risk impact would be less than significant, based on a health risk assessment (“HRA”) assessing the excess cancer risk resulting from the gasoline dispensed by the Project, without conducting an HRA for the Project’s construction or entire operations (p. 11). However, this is incorrect for several reasons.

First, the IS/MND states that an HRA was prepared to assess the health risk impact associated with the “annual amount of gasoline dispensed from the facility” (p. 11). Thus, while the Project did conduct an operational HRA, the HRA fails to evaluate the health risk impacts resulting from the Project’s entire operation, not just from the gasoline dispensed. This is incorrect, as the HRA fails to include all of the Project’s operational emissions, including emissions resulting from operational activities such as product use, architectural coatings, space heating, water heating, refrigeration, office uses, ventilation, lighting, water-use, and waste. As such, this partial operational HRA cannot be used to determine impacts from the entire Project’s operations, and the IS/MND’s less than significant health risk impact should not be relied upon.

Second, by failing to conduct a quantified construction HRA, the Project is inconsistent with the most recent guidance published by the Office of Environmental Health Hazard Assessment (“OEHHHA”), the organization responsible for providing guidance on conducting HRAs in California. In February of 2015, OEHHHA released its most recent *Risk Assessment Guidelines: Guidance Manual for Preparation of Health Risk Assessments*, which was formally adopted in March of 2015.⁵ This guidance document describes the

³ “California Environmental Quality Act Air Quality Guidelines.” BAAQMD, adopted 2010, updated May 2017, available at: https://www.baaqmd.gov/~media/files/planning-and-research/ceqa/ceqa_guidelines_may2017-pdf.pdf?la=en, p. 2-2, Table 2-1.

⁴ “Chapter 2: Thresholds of Significance.” PCAPCD, available at: <https://www.placer.ca.gov/DocumentCenter/View/2047/Chapter-2-Thresholds-of-Significance-PDF>, p. 21.

⁵ “Risk Assessment Guidelines Guidance Manual for Preparation of Health Risk Assessments.” OEHHHA, February 2015, available at: http://oehha.ca.gov/air/hot_spots/hotspots2015.html

types of projects that warrant the preparation of an HRA. Construction of the Project will produce emissions of DPM, a human carcinogen, through the exhaust stacks of construction equipment over a construction period of approximately 416 days, or 1.14 years (Attachment 5, pp. 120). The OEHHA document recommends that all short-term projects lasting at least two months be evaluated for cancer risks to nearby sensitive receptors.⁶ Even though we were not provided with the expected lifetime of the Project, we know that the Project will last longer than 2-months, as specified by OEHHA. Therefore, we recommend that health risks from Project construction should have been evaluated by the IS/MND, as a two-year construction schedule exceeds the 2-month requirement set forth by OEHHA. These recommendations reflect the most recent health risk policy, and as such, we recommend that an updated assessment of health risks to nearby sensitive receptors from Project construction should be included in an updated CEQA analysis for the Project.

Third, review of the IS/MND demonstrates that, while the Project did conduct an operational HRA, the HRA fails to evaluate the cumulative lifetime cancer risk to nearby, existing receptors as a result of Project construction and operation together. According to OEHHA guidance, “the excess cancer risk is calculated separately for each age grouping and then summed to yield cancer risk at the receptor location.”⁷ However, review of the IS/MND demonstrates that, while the IS/MND calculated the health risk to nearby, existing infant, child, and adult receptors, the HRA fails to evaluate the cumulative lifetime cancer risk to nearby, existing receptors as a result of Project construction *and* operation together. Therefore, the IS/MND should have quantified the Project’s *entire* construction and operational health risks, as well as compared the combined construction and operational health risks to the PCAPCD threshold of 10 in one million, as indicated by the IS/MND (p. 11).

Greenhouse Gas

Failure to Adequately Evaluate Greenhouse Gas Impacts

The IS/MND concludes that the Project would result in annual operational GHG emissions of 726.45 metric tons of carbon dioxide equivalents per year (“MT CO₂e/year”) and annual construction GHG emissions of 338.07 MT CO₂e/year (p. 26). As a result, the IS/MND concludes that the Project’s GHG emissions would be below the PCAPCD’s GHG threshold. Furthermore, the IS/MND states:

“[T]he project-generated GHG emissions would not conflict with, and are consistent with, the State goals listed in AB32 and other policies and regulations adopted by the California Air Resources Board. This impact is considered less than significant” (p. 26).

However, this is incorrect for four reasons.

- 1) AB 32 is inapplicable to the proposed Project;
- 2) The IS/MND fails to demonstrate Project consistency with CARB policies and regulations;
- 3) The IS/MND’s GHG analysis relies upon an incorrect and unsubstantiated air model; and

⁶ “Risk Assessment Guidelines Guidance Manual for Preparation of Health Risk Assessments.” OEHHA, February 2015, available at: http://oehha.ca.gov/air/hot_spots/2015/2015GuidanceManual.pdf, p. 8-18

⁷ “Guidance Manual for preparation of Health Risk Assessments.” OEHHA, February 2015, available at: <https://oehha.ca.gov/media/downloads/cnr/2015guidancemanual.pdf> p. 8-4

- 4) Updated analysis indicates a potentially significant GHG impact.

(1) Incorrect Reliance on AB 32

As previously stated, the IS/MND relies upon the Project's consistency with AB 32 in order to claim that Project GHG impacts would be less than significant. However, this is incorrect, as AB 32 only sets emission reduction targets through 2020. Given that it is almost June of 2020, and the Project has not yet been approved, AB 32 is outdated and inapplicable to the proposed Project. As a result, the IS/MND's less than significant impact conclusion regarding the Project's consistency with AB 32 is incorrect and unsubstantiated and should not be relied upon.

(2) Failure to Evaluate Consistency with CARB Policies and Regulations

As previously stated, the IS/MND relies upon the Project's consistency with California Air Resources Board ("CARB") policies and regulations in order to claim that the Project would have a less than significant GHG impact. However, this claim is unsupported for two reasons.

First, the IS/MND fails to specify with which CARB policies and regulations the Project would be consistent. However, as CARB has numerous policies and regulations regarding GHGs, we are unable to verify the IS/MND's claim of consistency. Specifically, CARB policies and regulations regarding GHGs include: 2017 Scoping Plan, 2030 GHG Reduction Targets, SB 350 Greenhouse Gas Integrated Resource Plans, California Greenhouse Gas Emission Inventory Program, Cap-and-Trade Program, Zero-Emission Vehicle ("ZEV") Program, Anti-Idling Enforcements, VMT Regulations, Clean Power Plan, SB 375 Sustainable Communities Strategies, and more.⁸ As such, we cannot verify that the proposed Project is, in fact, consistent with these supposed CARB policies and regulations, and the Project may result in an unidentified significant GHG impact.

Second, the IS/MND fails to provide an evaluation of the Project's consistency with the abovementioned CARB policies and regulations. As a result, the IS/MND's less than significant impact conclusion regarding the Project's consistency with CARB policies and regulations is unsubstantiated and should not be relied upon.

(3) Unsubstantiated Input Parameters Used to Estimate Project Emissions

The IS/MND's greenhouse gas ("GHG") analysis relies on emissions calculated with CalEEMod.2016.3.2.⁹ CalEEMod provides recommended default values based on site-specific information, such as land use type, meteorological data, total lot acreage, project type and typical equipment associated with project type. If more specific project information is known, the user can change the default values and input project-specific values, but the California Environmental Quality Act ("CEQA") requires that such changes be justified by substantial evidence.¹⁰ Once all of the values are inputted into the model, the Project's construction and operational emissions are calculated, and "output files" are generated. These output

⁸ "Climate Change Programs." CARB, available at: <https://ww3.arb.ca.gov/cc/cc.htm>.

⁹ CAPCOA (November 2017) CalEEMod User's Guide, http://www.aqmd.gov/docs/default-source/caleemod/01_user-39-s-guide2016-3-2_15november2017.pdf?sfvrsn=4.

¹⁰ CAPCOA (November 2017) CalEEMod User's Guide, http://www.aqmd.gov/docs/default-source/caleemod/01_user-39-s-guide2016-3-2_15november2017.pdf?sfvrsn=4, p. 1, 9.

files disclose to the reader what parameters were utilized in calculating the Project's air pollutant emissions and make known which default values were changed as well as provide justification for the values selected.¹¹

Review of the Project's CalEEMod model demonstrates that the IS/MND underestimates emissions associated with Project activities. As previously stated, the IS/MND's GHG analysis relies on air pollutant emissions calculated using CalEEMod. When reviewing the Project's CalEEMod output files, provided as Attachment 5 to the IS/MND, we found that several model inputs were not consistent with information disclosed in the IS/MND. As a result, the Project's construction and operational emissions are underestimated. An updated CEQA analysis should be prepared to include an updated GHG analysis that adequately evaluates the impacts that construction and operation of the Project will have on local and regional air quality.

Unsubstantiated Change to CO₂ Intensity Factor

Review of the Project's CalEEMod output files demonstrates that the default CO₂ intensity factor was artificially reduced from the default value by approximately 33% in the model (see excerpt below) (Attachment 5, pp. 116).

Table Name	Column Name	Default Value	New Value
tblProjectCharacteristics	CO2IntensityFactor	793.8	531.85

As you can see in the excerpt above, the default CO₂ intensity factor was reduced from 793.8 pounds per megawatt hour ("lbs/MWh") to 531.85 lbs/MWh. As previously mentioned, the CalEEMod User's Guide requires any changes to model defaults be justified.¹² According to the "User Entered Comments & Non-Default Data" table, the justification provided for this change is:

"Start of construction and operational year are estimates. CO2 intensity factor adjusted to reflect R.E.'s anticipated progress towards statewide RPS goals" (Attachment 5, pp. 115).

However, this justification is incorrect. As these are state RPS goals, we cannot verify these changes in the models. Just because the state has these goals does not mean they will be achieved locally at the Project site. As a result, we cannot verify the CO₂ intensity factor utilized in the model. This unsubstantiated reduction presents an issue, as CalEEMod uses the CO₂ intensity factor to calculate the Project's GHG emissions associated with electricity use.¹³ Thus, by including an unsubstantiated reduction to the default CO₂ intensity factor, the model may underestimate the Project's GHG emissions and should not be relied upon to determine Project significance.

¹¹ CAPCOA (November 2017) CalEEMod User's Guide, http://www.aqmd.gov/docs/default-source/caleemod/01_user-39-s-guide2016-3-2_15november2017.pdf?sfvrsn=4, fn 1, p. 11, 12 – 13. A key feature of the CalEEMod program is the "remarks" feature, where the user explains why a default setting was replaced by a "user defined" value. These remarks are included in the report.

¹² CalEEMod User Guide, available at: <http://www.caleemod.com/>, p. 2, 9

¹³ "CalEEMod User's Guide." CAPCOA, November 2017, available at: CalEEMod.com, p. 17.

Unsubstantiated Number of New Trees for Sequestration

Review of the Project's CalEEMod output files demonstrates that the Project's emissions were modeled assuming that the Project would plant 373 trees that would sequester carbon on the Project site (see excerpt below) (Attachment 5, pp. 116).

Table Name	Column Name	Default Value	New Value
tblSequestration	NumberOfNewTrees	0.00	373.00

As you can see in the excerpt above, the model assumed that 373 new trees would be planted on the Project site. As previously mentioned, the CalEEMod User's Guide requires any changes to model defaults be justified.¹⁴ According to the "User Entered Comments & Non-Default Data" table, the justification provided for this change is: "Based on landscape plan" (Attachment 5, pp. 115). However, the IS/MND and associated documents fail to provide a "landscape plan" or state the actual number of trees that would be planted as part of the proposed Project (p. 3-9). As a result, we cannot verify the 373 new trees included in the model. This presents an issue, as CalEEMod uses this value to calculate the GHG emissions reduction resulting from the carbon sequestration of the new trees (see excerpt below).¹⁵

$$\text{Total Sequestered CO}_2 = (\text{Growing Period} \times \sum_{i=1}^n [\text{Sequestration } i \times \text{Trees } i])$$

Where:

Growing Period = Growing period for all trees, expressed in years (20).

n = Number of broad species classes.

Sequestration i = Default annual CO₂ accumulation per tree for broad species class i .

Trees i = Number of net new trees of broad species class i .

As you can see in the excerpt above, there is a direct relationship between the number of net new trees and total sequestered CO₂. This means that when the number of new trees is increased, the amount of sequestered CO₂ increases, and the total emitted CO₂ decreases, thus reducing the Project's net GHG emissions. As such, if 373 net new trees are inputted into the model, assuming a miscellaneous broad species class, then approximately 264.084-metric tons ("MT") of total sequestered carbon are reduced from the model outputs.¹⁶ As a result, by including 373 unsubstantiated net new trees, the model underestimates the Project's GHG emissions and should not be relied upon to determine Project significance.

¹⁴ CalEEMod User Guide, available at: <http://www.caleemod.com/>, p. 2, 9.

¹⁵ "Appendix A Calculation Details for CalEEMod." CAPCOA, October 2017, available at: http://www.aqmd.gov/docs/default-source/caleemod/02_appendix-a2016-3-2.pdf?sfvrsn=6, p. 60; see also "CalEEMod User Guide." CAPCOA, November 2017, available at: <http://www.caleemod.com/>, p. 53.

¹⁶ Calculated: 20 year growing period * $\sum = [(0.0354 \text{ Sequestration } i) \times (373 \text{ Trees } i)] = 264.084 \text{ MT Total Sequestered CO}_2$; see "Appendix A Calculation Details for CalEEMod." CAPCOA, October 2017, available at: http://www.aqmd.gov/docs/default-source/caleemod/02_appendix-a2016-3-2.pdf?sfvrsn=6, p. 60, 61.

Unsubstantiated Changes to Trip Rates

Review of the Project's CalEEMod output files demonstrates that the Project's anticipated Weekday, Saturday, and Sunday trip rates were each reduced from their default values to 0 (see excerpt below) (Attachment 5, pp. 116).

Table Name	Column Name	Default Value	New Value
tblVehicleTrips	ST_TR	204.47	0.00
tblVehicleTrips	ST_TR	49.97	0.00
tblVehicleTrips	ST_TR	177.59	0.00
tblVehicleTrips	SU_TR	166.88	0.00
tblVehicleTrips	SU_TR	25.24	0.00
tblVehicleTrips	SU_TR	186.44	0.00
tblVehicleTrips	WD_TR	542.60	0.00
tblVehicleTrips	WD_TR	42.70	0.00
tblVehicleTrips	WD_TR	102.24	0.00

As previously mentioned, the CalEEMod User's Guide requires any changes to model defaults be justified.¹⁷ According to the "User Entered Comments & Non-Default Data" table, the justification provided for these changes is: "Non-residential project not anticipated to increase vmt so no mobile analysis is required" (Attachment 5, pp. 115). However, this justification directly contradicts the IS/MND, which states:

"The completed project would consume energy related to building operation, exterior lighting, landscape irrigation and maintenance, and vehicle trips to and from the use" (emphasis added) (p. 21).

Thus, the IS/MND explicitly states that the Project would involve vehicle trips, and the reductions to the Project's anticipated operational vehicle trip rates are unsubstantiated. As a result, the model underestimates the Project's mobile-related operational emissions and should not be relied upon to determine Project significance.

Unsubstantiated Reductions to Area and Architectural Emissions Factors:

Review of the Project's CalEEMod output files demonstrates that the architectural and area coating emission factors were each reduced from their default values of 100 grams per liter ("g/L") to 50 g/L (see excerpt below) (Attachment 5, pp. 116).

¹⁷ CalEEMod User Guide, available at: <http://www.caleemod.com/>, p. 2, 9.

Table Name	Column Name	Default Value	New Value
tblArchitecturalCoating	EF_Nonresidential_Exterior	100.00	50.00
tblArchitecturalCoating	EF_Nonresidential_Interior	100.00	50.00
tblArchitecturalCoating	EF_Parking	100.00	50.00
tblAreaCoating	Area_EF_Nonresidential_Exterior	100	50
tblAreaCoating	Area_EF_Nonresidential_Interior	100	50
tblAreaCoating	Area_EF_Parking	100	50
tblAreaMitigation	UseLowVOCPaintParkingCheck	False	True

As you can see in the excerpt above, the model reduces the architectural and area coating emission factors from their default values of 100 g/L to 0 g/L. Furthermore, the Project's CalEEMod output files reveal that the model included the following unsubstantiated area-related mitigation measures: "Use Low VOC Paint - Non-Residential Interior," "Use Low VOC Paint - Non-Residential Exterior," and "Use Low VOC Cleaning Supplies" (see excerpt below) (Attachment 5, pp. 142).

6.1 Mitigation Measures Area

Use Low VOC Paint - Non-Residential Interior
 Use Low VOC Paint - Non-Residential Exterior
 Use Low VOC Cleaning Supplies

As previously stated, CalEEMod requires that any non-default parameters inputted into CalEEMod must be justified with substantial evidence.¹⁸ According to the "User Entered Comments & Non-Default Data" table, the justification provided for the changes to the area and architectural emission factors are: "Low VOC" and "Low VOC paint," respectively (Attachment 5, pp. 115). However, the IS/MND and associated documents completely fail to mention or justify these changes, and as a result, we cannot verify the updated values. This presents an issue, as these emission factors are used by CalEEMod to determine the amount of VOC emissions resulting from the application of surface coatings.¹⁹ Thus, by incorrectly reducing each of the architectural and area coating emission factors to 50 g/L, the model may underestimate the Project's VOC emissions. As a result, we cannot verify these values and the model should not be relied upon to determine Project significance.

Unsubstantiated Application of Mobile- and Water-Related Operational Mitigation Measures

Review of the Project's CalEEMod output files demonstrates that the model incorrectly includes several mobile- and water-related operational mitigation measures. As a result, the Project's operational emissions may be underestimated, and the model should not be relied upon to determine Project significance.

¹⁸ CalEEMod Model 2013.2.2 User's Guide, available at: <http://www.aqmd.gov/docs/default-source/caleemod/usersguideSept2016.pdf?sfvrsn=6>, p. 2, p. 9

¹⁹ "CalEEMod User's Guide Appendix A: Calculation Details for CalEEMod." CAPCOA, September 2016, available at: <http://www.aqmd.gov/docs/default-source/caleemod/caleemod-appendixa.pdf>, p. 16, p. 28

First, the Project’s CalEEMod output files reveal that the model included the following unsubstantiated mobile-related mitigation measure: “Provide Ride Sharing Program” (see excerpt below) (Attachment 5, pp. 136).

4.1 Mitigation Measures Mobile

Provide Ride Sharing Program

Second, the Project’s CalEEMod output files reveal that the model included the following unsubstantiated water-related mitigation measure: “Use Water Efficient Landscaping” (see excerpt below) (Attachment 5, pp. 144).

7.1 Mitigation Measures Water

Use Water Efficient Landscaping

However, the inclusion of the above-mentioned mobile- and water-related operational mitigation measures is unsubstantiated. According to the CalEEMod User’s Guide,

“The mitigation measures included in CalEEMod are largely based on the CAPCOA Quantifying Greenhouse Gas Mitigation Measures (<http://www.capcoa.org/wp-content/uploads/downloads/2010/09/CAPCOA-Quantification-Report-9-14-Final.pdf>) document. The CAPCOA measure numbers are provided next to the mitigation measures in CalEEMod to assist the user in understanding each measure by referencing back to the CAPCOA document.”²⁰

However, review of CAPCOA’s *Quantifying Greenhouse Gas Mitigation Measures* document demonstrates that the IS/MND fails to substantiate several of the mitigation measures included in the model (see table below).

Measure	Consistency
CAPCOA’s Quantifying Greenhouse Gas Mitigation Measures²¹	
Mobile Measures	

²⁰ “CalEEMod User’s Guide.” CAPCOA, November 2017, available at: <http://www.caleemod.com/>, p. 53.

²¹ “Quantifying Greenhouse Gas Mitigation Measures.” CAPCOA, August 2010, available at: <http://www.capcoa.org/wp-content/uploads/2010/11/CAPCOA-Quantification-Report-9-14-Final.pdf>.

TRT-3 Provide Ride-Sharing Programs • Designate a certain percentage of parking spaces for ride sharing vehicles • Designating adequate passenger loading and unloading and waiting areas for ride-sharing vehicles • Providing a web site or messaging board for coordinating rides • Permanent transportation management association membership and funding requirement. <i>Range of Effectiveness:</i> 1-15% commute vehicle miles traveled (VMT) reduction and therefore 1-15% reduction in commute trip GHG emissions.	Here, no justification was provided in the “User Entered Comments & Non-Default Data” table. Furthermore, the IS/MND fails to mention how this measure will be implemented, monitored, and enforced on the Project site. Finally, the IS/MND fails to mention or discuss ride sharing vehicles, passenger loading or unloading and waiting areas, ride coordination, or transportation management association membership and funding requirements. Thus, the IS/MND fails to demonstrate consistency with the measure, and its inclusion in the model is unsubstantiated.
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Water Measures	
Measure WUW-4 Use Water-Efficient Landscape Irrigation Systems The following information needs to be provided by the Project Applicant: • Total expected outdoor water demand, without installation of smart landscape irrigation controller (million gallons). • (Optional) Project-specific percent reduction in outdoor water demand, after installation of smart landscape irrigation controller. Percent reduction must be verifiable. Otherwise, use the default value of 6.1%. Baseline Method: $\text{GHG emissions} = \text{Water}_{\text{baseline}} \times \text{Electricity} \times \text{Utility}$ Where: $\text{GHG emissions} = \text{MT CO}_2\text{e}$ $\text{Water}_{\text{baseline}} = \text{Total expected outdoor water demand, without installation of smart landscape irrigation controllers (million gallons)}$ • Provided by Applicant	Here, no justification was provided in the “User Entered Comments & Non-Default Data” table. Furthermore, the IS/MND fails to mention how this measure will be implemented, monitored, and enforced on the Project site. Finally, the IS/MND fails to mention or discuss the total expected outdoor water demand, with and without the installation of smart irrigation. Thus, the IS/MND fails to demonstrate consistency with the measure, and its inclusion in the model is unsubstantiated.

Electricity = Electricity required to supply, treat, and distribute water (kWh/million gallons) - Northern California Average: 3,500 kWh/million gallons - Southern California Average: 11,111 kWh/million gallons - Utility = Carbon intensity of Local Utility (CO₂e/kWh)	
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As you can see in the table above, the IS/MND fails to justify several of the mobile- and water-related operational mitigation measures utilized in the Project's CalEEMod model. As a result, the inclusion of these measures in the model are unsubstantiated and the model should not be relied upon to determine Project significance.

(4) Updated Analysis Indicates a Potentially Significant GHG Impact

SWAPE's updated air model demonstrates that the proposed Project may result in a potentially significant GHG impact not previously identified or addressed by the IS/MND. The CalEEMod output files, modeled by SWAPE utilizing Project-specific information as disclosed in the IS/MND, quantify the Project's emissions, which include approximately 7,035 MT CO₂e/year of annual operational emissions (sum of area, energy, mobile, waste, and water-related emissions). When we compare the Project's annual operational GHG emissions to the PCAPCD de minimis threshold of 1,100 MT CO₂e/year, as indicated by the IS/MND, we find that the Project's GHG emissions exceed the threshold (p. 25) (see table below).

SWAPE Annual Greenhouse Gas Emissions	
Project Phase	Proposed Project (MT CO ₂ e/year)
Energy	817.12
Mobile	6067.54
Waste	122.30
Water	28.20
Total	7,035.16
Threshold	1,100
Exceed?	Yes

As demonstrated in the table below, the proposed Project would generate approximately 7,035 MT CO₂e/year, which exceeds the PCAPCD's 1,100 MT CO₂e/year bright-line threshold. As indicated by the IS/MND, when a Project's GHG emissions exceed the de minimis threshold, but not the bright-line threshold of 10,000 MT CO₂e/year, a service population efficiency analysis is warranted (p. 25). Here, however, the IS/MND fails to provide the anticipated service population for the Project, or "the sum of the number of residents and the number of jobs supported by the project" according to CAPCOA's CEQA

& Climate Change report.²² As such, we are unable to conduct an service population effcinecy analysis, as recommended by the PCAPCD and the IS/MND. As a result, the IS/MND's GHG impact may be significant, and the Project should not be approved until an updated CEQA evaluation is prepared to adequately evaluate the Project's GHG emissions.

SWAPE has received limited discovery regarding this project. Additional information may become available in the future; thus, we retain the right to revise or amend this report when additional information becomes available. Our professional services have been performed using that degree of care and skill ordinarily exercised, under similar circumstances, by reputable environmental consultants practicing in this or similar localities at the time of service. No other warranty, expressed or implied, is made as to the scope of work, work methodologies and protocols, site conditions, analytical testing results, and findings presented. This report reflects efforts which were limited to information that was reasonably accessible at the time of the work, and may contain informational gaps, inconsistencies, or otherwise be incomplete due to the unavailability or uncertainty of information obtained or provided by third parties.

Sincerely,



Matt Hagemann, P.G., C.Hg.



Paul E. Rosenfeld, Ph.D.

²² CAPCOA (Jan. 2008) CEQA & Climate Change, p. 71-72, <http://www.capcoa.org/wp-content/uploads/2012/03/CAPCOA-White-Paper.pdf>.



DEVELOPMENT SERVICES DEPARTMENT – PLANNING DIVISION

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MEMORANDUM

To: City Council**From:** Kinarik Shallow, Associate Planner**Date:** July 15, 2020**Re:** Response to SWAPE Comments for WRSP PCL F-31 – The Plaza at Blue Oaks (File #PL17-0368)

On June 29, 2020, the City received a letter from the Law Office of Robert M. Bone, representing an unincorporated association of Roseville community residents (the “Association”) regarding the appeal of the Plaza at Blue Oaks project (“Project”). The letter, dated June 26, 2020, includes comments from SWAPE, a technical consultant, who identifies alleged inadequacies with the Initial Study/Mitigated Negative Declaration (IS/MND) prepared for the Project. The letter is included as Attachment 1. The purpose of this memorandum is to provide a response to SWAPE’s comments.

SWAPE identifies alleged inadequacies with the following sections of the Initial Study checklist: Section IX (Hazards and Hazardous Materials), Section III (Air Quality), and Section VIII (Greenhouse Gases). Each of these sections is listed below in underlined text and are followed by the direct comments made in SWAPE’s letter (shown in *italicized* text) and staff responses. In his portion of the letter, Mr. Bone provides a summary of SWAPE’s comments; therefore, Mr. Bone’s comments do not require a separate response as they will be addressed with staff’s responses below.

Hazards and Hazardous Materials*1. Inadequate Analysis of Impacts.*

The significance of impacts related to hazardous and hazardous materials is based directly on the CEQA Guidelines Environmental Checklist Form items a—h of Section IX. Checklist item “d” asks whether the Project is “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?” The list of hazardous materials sites can be found online at www.envirostor.dtsc.ca.gov/public. The Project site is not included on the list; therefore, it was concluded that there would be no impacts related to this criterion.

However, SWAPE states a Phase I Environmental Site Assessment (ESA) should have been prepared for the Project site given that a portion of the site was used for agricultural purposes. As recommended in CEQA Guidelines Section 15152(a)(b), the IS/MND relies on the West Roseville Specific Plan (WRSP) Final Environmental Impact Report (FEIR), certified on February 4, 2004 (State Clearinghouse #2002082057). The WRSP FEIR included project-level analysis of all of the land uses set forth in the WRSP; the Project site is identified for commercial use in the WRSP and was evaluated as such in the WRSP FEIR. The WRSP FEIR includes evaluation¹ of a Phase I ESA that was prepared for the WRSP area, which covers the Project site. The FEIR identified the impacts from soil or groundwater contamination related to past uses as less than significant with implementation of Mitigation Measure 4.9-

¹ WRSP FEIR Chapter 4, Section 4.9 Hazardous Materials and Public Safety, pp. 4.9-4 to 4.9-6

http://roseville.ca.us/UserFiles/Servers/Server_7964838/File/Government/Departments/Development%20Services/Planning/Specific%20Plans%20&%20Planning%20Areas/West%20Roseville%20Specific%20Plan/Vol%201%20-%20Chapter%204%20Sections%204.1%20through%204.10.pdf

1.² This mitigation measure would reduce the risk of exposure to site contamination to a less-than-significant level for the WRSP area by ensuring that known or potentially hazardous site conditions are identified and appropriately managed in accordance with the regulations adopted prior to development. The Project will not result in any new impacts beyond those already disclosed, evaluated, and mitigated for within the WRSP FEIR.

Air Quality

1. Failure to Evaluate Air Quality Impacts.

As discussed in Section III (Air Quality) of the Initial Study, the Placer County Air Pollution Control District (PCAPCD) published screening table for NO_x operational emissions was used to determine that the Project will not exceed the significance thresholds for criterial air pollutants. To substantiate this determination, the summer and winter output files (including the same assumptions made in the annual output) are included with this memorandum as Attachment 2 and the results are included in Table 1, below. The modeled emissions do not exceed the construction and operational thresholds of significance. The analysis excluded mobile emissions for the reasons explained more fully in the response to "Unsubstantiated Changes in Trip Rates," below. In summary, the project was found to reduce vehicle miles traveled compared to existing baseline conditions, and therefore would result in a reduction of emissions compared to baseline mobile-source pollutants. Performing a mobile emissions analysis would only demonstrate that the project's impacts are lower than those reported in the table below.

Table 1: CalEEMod Results

Pollutant	Project Emissions (lbs/day)	Significance Threshold (lbs/day)	Exceeds Threshold?
Construction Emissions			
ROG	21.79	82	No
NO _x	42.49	82	No
PM ₁₀	20.41	82	No
Operational Emissions			
ROG	1.92	55	No
NO _x	0.51	55	No
PM ₁₀	0.04	82	No

2. Failure to Include Summer and Winter Models.

The summer and winter outputs report daily emissions in pounds while the annual output reports yearly emissions in metric tons; daily emissions reporting is used for comparison to criteria pollutant thresholds, which are stated in pounds/day, while annual emissions reporting is used for comparison to GHG thresholds, which are stated in metric tons/year. CalEEMod was used to calculate the Project's greenhouse gas (GHG) emissions, while the PCAPCD screening table was used for emissions from criteria air pollutants. Therefore, the summer and winter outputs were not relevant for purposes of the

² WRSP FEIR Mitigation Monitoring Program, Impact 4.9-5, Mitigation Measure 4.9-1, page 44, http://roseville.ca.us/UserFiles/Servers/Server_7964838/File/Government/Departments/Development%20Services/Planning/Specific%20Plans%20&%20Planning%20Areas/West%20Roseville%20Specific%20Plan/Final%20EIR%20-%20January%2009.%202004/Mitigation%20Monitoring%20Program.pdf

IS/MND analysis, which is why they were not originally included with the IS/MND. However, for reference the summer and winter outputs are included as Attachment 2.

3. *SWAPE Analysis Indicates Significant Air Pollutant Emissions.*

As shown in Table 1 above, the Project's criteria air pollutant emissions are below the PCAPCD significance thresholds for air pollutant emissions. While the SWAPE letter states they have modeled the project using CalEEMod and found impacts to be significant, the model output files are not included as an attachment to the letter, and therefore the alleged results are unsubstantiated. In addition, the WRSP FEIR evaluated air quality impacts³ related to buildout of the WRSP area. The following air quality impacts were identified to be significant and unavoidable, and Findings of Fact and Statements of Overriding Considerations were adopted for these impacts:

- Increased emissions of fugitive dust and PM10 from grading and trenching activities (short term);
- Increased emissions of ozone precursors during construction (short-term);
- Operational Emissions;
- Cumulative air pollutant emissions from construction; and
- Cumulative air pollutant emissions from operation.

Project-specific mitigation measures were identified and adopted by the City and incorporated into the WRSP. For example, the measures incorporated into the WRSP that would reduce the generation of operational emissions include park-and-ride lots and preparation of a Transportation System Management Plan for employers with 50 or more employees. As these are a requirement of the Specific Plan and were made conditions of approval for the Project, these requirements do not appear as mitigation measures in the IS/MND.

The number of vehicle trips (and related operational emissions) that will be generated by development of the Project is consistent with levels anticipated during the environmental review of the WRSP and the General Plan. As discussed in Section XVII (Transportation) of the IS/MND, the addition of the Project's p.m. peak hour trips to the existing conditions would result in fewer trips than what was anticipated in the City's Traffic Model for the 2035 build out of the applicable Traffic Analysis Zone (TAZ 1107). A reduction in trip rates corresponds to a reduction in operational emissions. Also, as previously stated, the project was found to reduce vehicle miles traveled compared to existing baseline conditions, and therefore would result in a reduction of emissions compared to baseline mobile-source pollutants. As such, the Project would not increase the severity of already identified significant impacts related to air quality.

The Project is required to obtain permits from the PCAPCD prior to construction and prior to dispensing gasoline (see Attachment 3 – PCAPCD Rules and Regulations). The PCPACD permit process ensures that the required local, state, and federal standards are adhered to as it relates to air quality impacts, and that no permit is provided if PCAPCD significance thresholds are exceeded.

4. *Diesel Particulate Matter Health Risk Emissions Inadequately Evaluated.*

The analysis in Section III (Air Quality) of the Initial Study was supplemented with a Health Risk Assessment (HRA) prepared by Trinity Consultants, an air quality consultant (included as Attachment 3 to the IS/MND). SWAPE alleges that the HRA should have evaluated operational emissions of the entire Project, rather than just the proposed gasoline facility. As stated in Trinity's response to SWAPE's comments (see Attachment 4), emissions resulting from operational activities such as product use, architectural coatings, space heating, water heating, refrigeration, office uses, ventilation, lighting, water-use, and waste are negligible. Thus, the HRA focused on operational emissions resulting from the gasoline facility, as gasoline vapors include Toxic Air Contaminants (TAC).

³ WRSP FEIR Chapter 4, Section 4.4 Air Quality, pp. 4.4-1 to 4.4-37,
http://roseville.ca.us/UserFiles/Servers/Server_7964838/File/Government/Departments/Development%20Services/Planning/Specific%20Plans%20&%20Planning%20Areas/West%20Roseville%20Specific%20Plan/Vol%201%20-%20Chapter%204%20Sections%204.1%20through%204.10.pdf

SWAPE alleges a construction HRA should have been prepared for the Project. As demonstrated in the CalEEMod results noted above, the Project's modeled construction emissions do not exceed PCAPCD's thresholds of significance. While construction activities have the potential to generate Diesel Particulate Matter (DPM) emissions from off-road heavy-duty diesel equipment used for site grading, paving, and other construction activities, construction is temporary and occurs over a relatively short duration in comparison to the operational lifetime of the Project. Construction equipment would likely operate intermittently throughout the course of a day and is restricted to certain hours per the City's Municipal Code. Operation of construction equipment would also be regulated by the applicable PCAPCD rules and regulations.⁴ These regulations would help to minimize air pollutant emissions as well as any associated odors. Thus, the likelihood that any one sensitive receptor would be exposed to high concentrations of DPM associated with construction of the Project for any extended period of time would be low. Given that the health risks associated with exposure to DPM or any TAC are correlated with high concentrations over a long period of exposure, the temporary, intermittent construction-related DPM emissions would not be expected to cause any health risks to nearby sensitive receptors.

As detailed in Attachment 3 (PCAPCD Rules and Regulations), a HRA is submitted as part of the Authority to Construct (ATC) permit that is required prior to building a gasoline facility to ensure significance thresholds are not exceeded. The Project's HRA assumes the proposed gas station will pump 5.5 million gallons of gasoline per year, over a 30-year exposure period, while construction emissions are estimated to only occur over a 1.14-year timeframe and are minimal and regulated. The HRA concluded that the annual amount of gasoline dispensed from the facility would be below PCAPCD's significance threshold for cancer risk of 10 in one million and below the non-cancer hazard index of 1. As previously mentioned, the PCAPCD permit process will ensure that the required local, state, and federal standards are adhered to as it relates to air quality impacts.

Greenhouse Gas (GHG)

1. Incorrect reliance on AB32.

The PCAPCD thresholds of significance for GHG are based on statewide regulations to achieve emission reduction targets, including Assembly Bill 32 ("AB32") and the 2030 reduction target established by Senate Bill 32 ("SB32"). The IS/MND discusses both AB 32, because this is the legislation which required the creation of the Climate Change Scoping Plan, and SB 32, because this required the update of the Scoping Plan to include the 2030 target year goals. The Initial Study concludes that the "project-generated GHG emissions would not conflict with, and are consistent with, the State goals listed in AB32..." on the basis that the modeled GHG emissions were below the PCAPCD significance thresholds, which again, take into account year 2030 reduction targets, as stated in the IS/MND.

2. Failure to Evaluate Consistency with California Air Resources Board (CARB) Policies and Regulations.

The Project was evaluated for consistency with CARB's policies and regulations as it relates to the State's goals for greenhouse gas reduction associated with land use planning, as described in the Climate Change Scoping Plan. CARB is the state agency primarily responsible for implementing AB32 and SB32. As discussed in Section VII (Greenhouse Gases) of the Initial Study, CARB prepared the Climate Change Scoping Plan for California in response to AB32 and has published modified targets for the year 2030 as part of SB32, which provides an outline for actions to reduce California's GHG emissions. Given that the PCAPCD's adopted GHG significance thresholds are based on these reduction targets, and the CalEEMod results were below these thresholds, it was concluded that the Project is consistent with CARB policies and regulations related to greenhouse gas and land use.

3. Unsubstantiated Input Parameters Used to Estimate Project Emissions.

a. Unsubstantiated Change to CO₂ Intensity Factor.

⁴ PCAPCD 2017 CEQA Handbook, 'Appendix A. PCAPCD Rules and Regulations', <https://www.placer.ca.gov/DocumentCenter/View/2038/Appendix-A-PCAPCD-Rules-and-Regulations-PDF>

The CalEEMod default CO₂ intensity factor (lb/MWh) for Roseville Electric is based on the reporting year of 2007.⁵ CalEEMod user guide Appendix A, Section 2.1 (Utility Information)⁶ states: “The end user will also be able to provide an alternative value that is recommended by the local agency, if applicable.” The default CO₂ intensity factor for the Project was reduced by 33% from 793.8 to 531.85 pounds per megawatt hour (lb/MWh) to account for the City’s Renewables Portfolio Standard (RPS) goals established in the City’s RPS Procurement Plan⁷ and RPS Enforcement Program.⁸ Roseville Electric has a compliance obligation of procuring 33% of its retail sales through eligible renewable resources by December 31, 2020.

Based on information provided by Roseville Electric, the 33% reduction used in the model is conservative and is still high based on the City’s current average emission factors (see Attachment 5). The City’s weighted average emission factor (EF) for 2020 is 0.20 metric tons of carbon dioxide equivalent (MTCO₂e) (or about 443 lbs/MWh) and the EF for 2030 is estimated to be 0.086 MTCO₂e (or about 190 lbs/MWh). As such, a re-run of the model based on these grounds is not warranted given that the Project is below the significance thresholds even when using the more conservative CO₂ intensity factor.

b. Unsubstantiated Number of New Trees for Sequestration.

The landscape plan is included as Attachment 6 and shows a total of 373 trees will be planted as part of the Project. The landscape plan and other Project-related plans are publically available on the City’s Projects of Interest website at: www.roseville.ca.us/ProjectsofInterest. The plans were also available in this location during the IS/MND public review period.

c. Unsubstantiated Changes to Trip Rates.

The IS/MND relies on the West Roseville Specific Plan (WRSP) Final Environmental Impact Report (FEIR), certified on February 4, 2004 (State Clearinghouse #2002082057). The WRSP FEIR included project-level analysis of land uses set forth in the WRSP; the Project site is identified for commercial use in the WRSP and was evaluated as such in the WRSP FEIR. This is of relevance here, because page 41 of the IS/MND includes an evaluation of trip rates for the project, and concludes that the proposed project will result in *fewer trips* than the City’s traffic model has programmed for the site. Therefore, while the SWAPE letter alleges that the project will result in more intensive traffic generation than a typical General Commercial land use, the evidence shows that the opposite is true.

The evidence also shows that the proposed project will reduce existing vehicle miles traveled. According to the Governor’s Office of Planning and Research (OPR) Technical Advisory on Evaluating Transportation Impacts in CEQA (Technical Advisory), “new retail development typically redistributes shopping trips rather than creating new trips,” and most importantly:

“By adding retail opportunities into the urban fabric and thereby improving retail destination proximity, local-serving retail development tends to shorten trips and reduce VMT. Thus, lead agencies generally may presume such development creates a less-than-significant transportation impact.”

In other words, the Technical Advisory indicates that local-serving retail generally redistributes trips in a manner that reduces VMT compared to the existing baseline. The project is local-serving

⁵ CalEEMod, ‘Appendix D Default Data Tables’, October 2017, page D-3, http://www.aqmd.gov/docs/default-source/caleemod/05_appendix-d2016-3-2.pdf?sfvrsn=4

⁶ CalEEMod, ‘Appendix A Calculation Details for CalEEMod’, July 2013, page 2, <http://www.aqmd.gov/docs/default-source/caleemod/caleemod-appendix-a.pdf>

⁷ City of Roseville, ‘Renewables Portfolio Standard Procurement Plan’, June 2018, https://www.roseville.ca.us/UserFiles/Servers/Server_7964838/Image/Electric/RPS%20ProcurementPlan%202018%20Update.pdf

⁸ City of Roseville, ‘Renewables Portfolio Standard Enforcement Program’, May 2018, https://www.roseville.ca.us/UserFiles/Servers/Server_7964838/Image/Electric/RPS%20Enforcement%20Plan%202018%20Update.pdf

commercial, as defined in the City's General Plan⁹ and based on an evaluation of the specific site setting. The project site is surrounded by residential development, and although a significant amount of residences are located north, south, and west of the site, there are no other existing grocery stores or gas stations north, south, or east of the site within the City. In fact, the nearest grocery store or gas station is located 1.6 miles to the east of the project site. Therefore, the evidence shows that the project will introduce local-serving commercial development which is 1.6 miles closer to development in the west of the City.

For the above reasons, the GHG analysis did not include a mobile emissions analysis. In fact, because the project will result in a reduction of existing mobile-source GHG, performing a mobile emissions analysis would only demonstrate that the project's impacts are lower than those reported in the IS/MND. Instead, the IS/MND analysis focused on emissions generated from on-site operations.

d. Unsubstantiated Reductions to Area and Architectural Emissions Factors.

The Project will utilize Benjamin Moore paint colors for the building exteriors (see Attachment 7 – Materials and Color Board). The Benjamin Moore paint products¹⁰ are listed as having a Volatile Organic Compound (VOC) level as low as 44 grams per liter (g/L) and as high as 50 g/L; therefore, the 50 g/L factor used in the model is accurate for calculating the Project emissions related to area and architectural coatings. In addition, the current Placer County Air Pollution Control District Rule 218, Section 301 (VOC Content Limits) restricts all flat coatings (paints) to 50 g/L or less (see Attachment 8).

e. Unsubstantiated Application of Mobile-and Water-Related Operational Mitigation Measures

"Provide a ride sharing program" was the mobile operational mitigation measure selected in the CalEEMod output. This selection was based on the WRSP's designation of the Project site as a park and ride lot (see Attachment 9 – Figure 7-15 of the WRSP). The Project is required to provide 20 parking spaces designated for commuters to leave their vehicle to meet carpools, vanpools, or access transit. These spaces are shown on the proposed site plan (see Attachment 10). However, because no mobile operational emissions were modeled, selecting this measure did not affect the overall CalEEMod results. The Design Review Permit for the Project includes a condition of approval requiring the 20 park-and-ride spaces be provided per the Specific Plan requirements (see Attachment 11, Condition #32). This allows enforcement by the City to ensure the requirement is met. In addition, Condition #34 of the Design Review Permit requires the applicant/developer prepare a Transportation Systems Management (TSM) plan consisting of measures to reduce the number and length of home-to-work commute trips through actions such as ridesharing.

"Use Water Efficient Landscaping" was the water operational mitigation measure selected in the CalEEMod output. However, because the model did not include any values for the Maximum Allowable Water Allowance (MAWA) and the Estimated Total Water Use (ETWU), and was left blank, selecting this measure did not affect the overall CalEEMod results. This is demonstrated by the model reporting the same outputs for mitigated and unmitigated emissions in Metric Tons per year (MT/yr) (see Attachment 12, page 32). Therefore, a re-run of the model is not warranted.

4. Updated Analysis Indicates a Potentially Significant GHG Impact

While the SWAPE letter states they have modeled the project using CalEEMod and found impacts to exceed the bright-line threshold, the model output files are not included as an attachment to the letter, and therefore the alleged results are unsubstantiated. Based on the responses in this memorandum, staff finds a re-run of the model is not warranted. The GHG analysis included a good faith effort at full

⁹ Regional-serving retail is permitted within the City's Regional Commercial land use designation, and is defined by the General Plan as "major department and discount stores, automalls, hotels and motels, and commercial recreation or entertainment." The project does not include any of these uses, and moreover, the site is designated Community Commercial, not Regional Commercial.

¹⁰ Benjamin Moore Paint Products, <https://www.benjaminmoore.com/en-us/interior-exterior-paints-stains/featured-products/exterior-paints>, Accessed July 2020

disclosure, and the changes to the input parameters questioned in the SWAPE letter are substantiated with the responses above. Staff is confident the Initial Study adequately discloses, evaluates, and mitigates the Project's environmental impacts and a Mitigated Negative Declaration is the appropriate environmental determination for this Project.

Attachments

1. June 26, 2020 Letter
2. CalEEMod Summer and Winter Outputs
3. PCAPCD Rules and Regulations
4. Trinity Consultants' Response
5. Roseville Electric Correspondence, June 30, 2020
6. Landscape Plan
7. Materials & Color Board
8. PCAPCD Rule 218 Architectural Coatings
9. WRSP Figure 7-15 (Park & Ride Locations)
10. Site Plan
11. Conditions of Approval
12. CalEEMod Annual Output

**Law Office of
ROBERT M. BONE**

June 26, 2020

VIA EMAIL ONLY

publiccomment@roseville.ca.us

City of Roseville Planning Commission
311 Vernon Street
Roseville, California 95678

RE: Appeal of Project Approvals - WRSP PCL F-31
The Plaza at Blue Oaks; File # PL17-0368

Dear Sir or Madam:

Our firm writes on behalf of an unincorporated association of Roseville community residents (the "Association") to submit the attached environmental report from SWAPE ("Report") in support of our pending appeal of the Approval by the City of Roseville Planning Commission ("Planning Commission"), of The Plaza at Blue Oaks Project, located at 1950 Blue Oaks Boulevard, in the City of Roseville, Placer County, CA (APN 017-117-093-000). This is a proposed retail center consisting of an approximately 35,000 square-foot anchor grocery store, a 12-pump gas station with an approximately 3,500 square-foot convenience store and car wash, and seven additional buildings ranging in size from approximately 3,750 square feet to 9,750 square feet (the "Project"). The Project approvals included a Design Review Permit to review the site design and proposed buildings, a Tree Permit to remove several native oak trees on the westerly portion of the site, and a Tentative Subdivision Map to subdivide the parcel into eight (8) lots (the "Approvals").

The Report highlights several deficiencies that appear in the initial study mitigated negative declaration ("IS/MND") that underlies the Approvals. These evaluation deficiencies relate to data utilized in the IS/MND's Findings on Soil contamination, Project Land and Water use, Air Quality, Traffic, and other Impacts that will be caused by the Project. Some of the deficiencies noted in the Report include, but are not limited to, the following:

Prior Agricultural Uses Require Detailed Soil Evaluation

Agriculture was practiced on the Project site for many years. Thus, pesticides may be present in the soil. The Report recommends a Phase I environmental soil analysis that targets the potential for pesticides through an evaluation of agricultural practices, including the types of crops that were grown and when they were cultivated. The Report provides granular details on how the

IS/MND fails to provide sufficient environmental review in this regard.

The IS/MND Fails to Properly Analyze the Project's Intended Land Use

The IS/MND evaluated the Project under “general commercial land use” criteria. However, Project does not only involve general commercial land uses. It also includes a 12-pump gasoline station, which the IS/MND fails to address or evaluate. Indeed, it is unclear whether the gas station will include ancillary automotive services like auto repair, smog checking, etc. As a result of the improper evaluation of the gas station, and all intended uses in this footprint, the IS/MND cannot conclude that the proposed Project would result in a Less Than Significant Air Quality Impact without conducting a quantitative analysis to evaluate the *entire* Project's *total* air quality emissions.

Several Problems Exist with the Modeling Used in the IS/MND

The Report highlights several problems with the modeling that supported the IS/MND's Findings. For example, the IS/MND correctly used the CalEEMod models to evaluate Air Quality. However, the modeling data provided to the public was incomplete. CalEEMod modeling software provides three types of output files, including winter, summer, and annual. The IS/MND did not provide the summer and winter output files. Without the summer and winter CalEEMod output files, the Project's criteria Air Pollutant Emissions cannot be compared to Placer County Air Pollution Control District (“PCAPCD”) thresholds. For this reason, the IS/MND's Finding of a Less Than Significant Impact cannot be relied upon for Project Approval.

The failures in the IS/MND modeling resulted in an undercounting of Significant Air Pollutant Emissions. Further analysis is required. The Findings should be changed from No Impact to Less Than Significant Impacts - with certain Mitigation Measures implemented - which Mitigation Measures must be determined and imposed on the Project. Residents in the Project area will live under Emissions levels that were not properly captured in the IS/MND.

The Report demonstrates the Project's operational NO_x emissions exceed the PCAPCD threshold of 55 pounds per day. Thus, the Project would result in Significant Air Quality Impacts that were not previously identified, or addressed, in the IS/MND. As a result, an updated CEQA evaluation should be prepared to include an updated Air Pollution model and analysis to adequately estimate the Project's construction and operational emissions and incorporate proper Mitigation Measures to reduce these Emissions to Less Than Significant levels.

Diesel particulate matter health risk emissions were also inadequately evaluated in the IS/MND. The inadequacy of this evaluation is particularly worrying because diesel particulate matter is known to the State of California to cause asthma and can cause sensitive receptors to develop lung cancer. The Health Risk Assessment in the IS/MND fails to evaluate the cumulative lifetime cancer risk to nearby, existing receptors as a result of Project construction *and* operation *together*. The IS/MND should have quantified the Project's *entire* construction and operational

health risks, and should have compared the combined construction and operational health risks to the PCAPCD threshold of 10 in one million, as indicated by the IS/MND (p. 11).

This is more than an issue of Vehicle Miles Traveled (“VMT”). This goes directly to the health of nearby residents that will be caused by people from around the County and other areas driving to this Project site. The Environmental Impact caused by this increased diesel particulate matter from people driving into the neighborhood must be properly assessed.

Further to the creative modeling employed in the IS/MND, the default CO₂ intensity factor was inexplicably reduced from 793.8 pounds per megawatt hour (“lbs/MWh”) to 531.85 lbs/MWh. The CalEEMod User’s Guide *requires any changes to model defaults be justified*.¹ This default CO₂ figure was changed from the 793.8 default employed by CalEEMod. However, *no justification was given for the change*. This represents an improper forced reduction in emissions.

The IS/MND also doesn’t provide the VMT-reducing measures that actually *show* they will reduce emissions. The IS/MND says it will reduce emissions, but no measures are provided. Rather, the reduction was accomplished by the modelers playing with the numbers, not by showing they are designing the Project to reduce VMT.

The same anomalies in the data appears in the Trees analysis. The default line appears near zero because no trees are currently on the site. The Developer states they are planning to add 373 trees in their model. This causes their overall number of emitted CO₂ to drop. However, no details are provided on the type, or age, of Trees that will be used. Palm trees do not absorb as much CO₂ as elm trees. Old trees absorb less than young trees. Without further details on the planned landscaping, it is difficult to tell from the IS/MND whether the Trees will reduce Emissions as much as the model says they will. These anomalies in the data appear to cover up the fact that the Project does not meet GHG standards.

Modeling difficulties appear in the Trip rate analysis as well. The County’s model profiles reduce the Trip rate to zero. This is highly problematic. This is a shopping center. The Trip rates simply cannot be set at zero because people will be traveling there. *This represents another unjustified change to the model default*. It appears that the modelers adjusted the Trip rate to zero in an attempt to assume everyone in this neighborhood will shop at this center and no one else will, or that the area residents won’t go anywhere else to shop. This assumption cannot be correct.

AB32 Provides an Insufficient Measure of GHG Emissions Caused by the Project

AB32 requires California to reduce its GHG emissions to 1990 levels by 2020. This amounts to an approximately 15 percent reduction in emissions below what would normally be expected under a “business as usual” scenario for a given project. Thus, a suburban shopping center constructed in 2020 must operate 15% below the expected 2020 levels. The reliance on meeting AB 32 requirements is insufficient for several reasons. Firstly, the Report shows the Project is not AB32 compliant. Secondly, more efficient and successful methodologies exist to measure Emissions efficiency in a project. Lastly, the IS/MND does not provide a baseline against which

¹ CalEEMod User Guide, available at: <http://www.caleemod.com/>, p. 2, 9

their model is compared. Without a baseline, there is no way for the public to evaluate whether their model shows the baseline is not met, met, or exceeded.

AB32 allows Developers to rely on incorporating environmentally friendly materials into a Project to reduce the Emissions output to 1990 levels. However, this fails in practice if the Project itself is not oriented toward supporting a “walkable community” because Emissions will not ultimately be reduced. The configuration of this Project eschews a walkable community concept. Even people that live in nearby neighborhoods would have to drive at least a mile to reach any of the retail spaces inside the Project’s footprint. Indeed, a pedestrian, or bicyclist, will necessarily be put in harm’s way just to access the site. This runs counter to the intent of AB32. Furthermore, AB32 does not contain many actionable items for Developers to meet (which is one reason why Developers like to hide behind this legislation).

The challenges with this Project’s configuration amount to more than tail pipe Emissions. This Project creates urban sprawl. It amounts to a typical Southern California Orange County-type of commercial development because Placer County residents will have to drive to get to the Project. This amounts to developing vacant land in a manner that forces people back into their cars. There is not a lot of existing commercial development in Roseville. By default, this Project will attract people from all over Placer County. The Finding that the Project’s existence isn’t Significant enough an Impact to increase Trip rates in the area is incorrect.

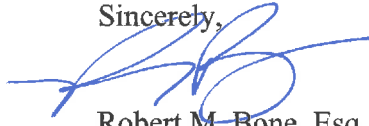
Inefficient and Improper Mitigation Measures Were Considered for the Project

The IS/MND fails to show any meaningful Mitigation Measures imposed on the Project. For example, ride sharing is often used as a Mitigation Measure. Developers will say they are implementing ride share programs, and then they fail to do so. Developers use this criterium to get their projects approved, but they fail to show how a ride share program would actually work. Furthermore, this is an operations business model that the shopping center’s management would implement, not the Developer. The Developer should not be able to use ride sharing as a Mitigation Measure for these reasons. Furthermore, ride sharing works in dense regional centers. How would a nearby resident use ride sharing to shop at the Project? This is non-sensical. The modelers used this false criterium to reduce the Project’s Emissions. Similar anomalies occur with the Water efficiency and Landscaping modeling. The Report provides granular details on these issues.

Ultimately, the IS/MND gives the public a broad overall look at the Project. However, when venturing into the details of the IS/MND, the Project’s Environmental Impacts increase over those stated in the IS/MND. A proper Environmental evaluation must be conducted on the Project. Because the IS/MND wholly dismissed the vast majority of the potential Environmental Impacts caused by the Project, Mitigation Measures were inadequately considered or completely ignored. As a result, the IS/MND fails to adequately disclose, evaluate, and mitigate the Project’s Environmental impacts, resulting in a legally deficient CEQA document. The Planning Commission must conduct an appropriate environmental review that addresses these inadequacies and must circulate the document for public review to consider these critical issues. Thank you for your attention to these comments.

Appeal to Roseville Planning Commission
WRSP PCL F-31 – The Plaza at Blue Oaks
File # PL17-0368
June 26, 2020
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Sincerely,

A handwritten signature in blue ink, appearing to be 'R. Bone', written over the word 'Sincerely,'.

Robert M. Bone, Esq.



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June 18, 2020

Robert M. Bone, Esq.
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Subject: Comments on The Plaza at Blue Oaks Project

Dear Mr. Bone,

We have reviewed the April 2020 Initial Study/Mitigated Negative Declaration ("IS/MND") for the Plaza at Blue Oaks Project ("Project") located in the City of Roseville ("City"). The Project proposes to construct a 35,000-SF grocery store, a 12-pump gas station with a 3,500-SF convenience store and car wash, seven additional buildings ranging in size from 3,750-SF to 9,750-SF, as well as parking and landscaping on the 13.35-acre Project site.

Our review concludes that the IS/MND fails to adequately evaluate the Project's hazards, air quality, health risk, and greenhouse gas impacts. As a result, emissions and health risk impacts associated with construction and operation of the proposed Project are underestimated and inadequately addressed. An updated CEQA analysis should be prepared to adequately assess and mitigate the potential hazards, air quality, health risk, and greenhouse gas impacts that the project may have on the surrounding environment.

Hazards and Hazardous Materials

Inadequate Analysis of Impacts

No Phase I Environmental Site Assessment (ESA) was prepared for the Project site. The preparation of a Phase I ESA is a common practice in CEQA matters to identify hazardous waste issues that may pose a risk to the public, workers, or the environment, and which may require further investigation, including environmental sampling and cleanup.

The need for a Phase I ESA for the Project site is necessary because a portion was used for agriculture, according to our review of Google Earth Images. A 2002 aerial photo (below) shows the southeast area of the project site to have been used for row crops.



Because agriculture was practiced on the Project site for many years, pesticides may be present in soil. The recommended Phase I ESA should therefore target the potential for pesticides through an evaluation of agricultural practices, including the types of crops that were grown and when they were cultivated.

Standards for performing a Phase I ESA have been established by the US EPA and the American Society for Testing and Materials Standards (ASTM).¹ Phase I ESAs are conducted to identify conditions indicative of releases of hazardous substances and include:

- a review of all known sites in the vicinity of the subject property that are on regulatory agency databases undergoing assessment or cleanup activities;
- an inspection;
- interviews with people knowledgeable about the property; and

¹ <http://www.astm.org/Standards/E1527.htm>

- recommendations for further actions to address potential hazards.

Phase I ESAs conclude with the identification of any “recognized environmental conditions” (RECs) and recommendations to address such conditions. A REC is the presence or likely presence of any hazardous substances or petroleum products on a property under conditions that indicate an existing release, a past release, or a material threat of a release of any hazardous substances or petroleum products into structures on the property or into the ground, groundwater, or surface water of the property. If RECs are identified, then a Phase II ESA generally follows, which includes the collection of soil, soil vapor and groundwater samples, as necessary, to identify the extent of contamination and the need for cleanup to reduce exposure potential to the public.

Consistent with professional due diligence procedures commonly used in CEQA proceedings, a Phase I ESA, completed by a licensed environmental professional is necessary for inclusion in an EIR to identify recognized environmental conditions, if any, at the proposed Project site. If past agricultural practices are identified as a REC, a Phase II should be conducted to sample for residual concentrations of pesticides in soil. Any contamination that is identified above regulatory screening levels, including California Office of Environmental Health Hazard Assessment’s Soil Screening Numbers², should be further evaluated and cleaned up, if necessary, in coordination with the Regional Water Quality Control Board and the California Department of Toxic Substances Control.

Air Quality

Failure to Evaluate Air Quality Impacts

Regarding the Project’s air quality impact, the IS/MND states:

“[A]ccording to PCAPCD’s published screening table, general commercial projects smaller than 249,099 square feet will not result in NOx emissions that exceed 55 lbs/day, and therefore modeling is not required” (p. 11).

Furthermore, the IS/MND claims:

“The project proposes the construction of a shopping center consisting of six buildings totaling approximately 82,100 square feet, which is well below PCAPCD’s modeled example. Thus, the project is not expected to result in construction or operational emissions that would exceed the district’s thresholds for significance” (pp. 11).

As you can see in the excerpts above, the IS/MND claims that the Project is below the PCAPCD’s published screening threshold for general commercial projects. However, this is incorrect, as the IS/MND misinterprets the PCAPCD guidelines, as discussed below. As a result, the IS/MND’s less than significant air quality impact determination is unsubstantiated, and the Project should not be approved until an updated CEQA evaluation is prepared to adequately analyze and mitigate the Project’s anticipated air quality impacts.

² <http://oehha.ca.gov/risk/chhsltable.html>

The PCAPCD guidelines provide the approximate sizes of projects, by land use subtype, that may result in operational NO_x emissions equal to the PCAPCD threshold of 55 pounds per day (“lbs/day”). The guidelines indicate that 249,099-SF is the approximate size of a general commercial Project “which would result in NO_x operational emissions equal to the threshold of 55 lbs/day” (emphasis added) (p. 21). However, the PCAPCD guidelines note that these approximate sizes serve as “preliminary screening methodology” and do not consider “ROG operational emissions” or other criteria air pollutants (p. 21). Furthermore, the guidelines state:

“[D]epending on the location of the project as well as the project’s proposed land use categories, design features, and buildout year, different conclusions may be reached.”

Thus, these approximate land use sizes cannot be relied upon to determine Project significance, as the operational ROG (VOC) emissions, as well as other criteria air pollutant emissions, proposed land use categories, design features, and other Project-specific details should also be considered. Here, however, the Project does not only involve general commercial land uses, but also a 12-pump gasoline station, which the IS/MND fails to address or evaluate. As a result, the IS/MND cannot conclude that the proposed Project would result in a less than significant air quality impact without conducting a quantitative analysis to evaluate the entire Project’s total air quality emissions.

Failure to Include Summer and Winter Models

Review of the IS/MND demonstrates that the Project documents fail to disclose the winter and summer CalEEMod output files. As such, we are unable to verify the IS/MND’s air quality analysis and the related impact conclusions should not be relied upon to determine Project significance.

CalEEMod provides three types of output files – winter, summer, and annual. While the annual output files measure emissions in tons per year (“tons/yr”), both the winter and summer output files provide emissions estimates in pounds per day (“lbs/day”). The Placer County Air Pollution Control District (“PCAPCD”) provides significance thresholds to evaluate Project-related criteria air pollutant emissions in units of lbs/day. As such, the IS/MND should have provided all of the CalEEMod output files, including the winter and summer CalEEMod output files, in order to compare emissions to the PCAPCD thresholds. Without the summer and winter CalEEMod output files, the Project’s criteria air pollutant emissions cannot be compared to PCAPCD thresholds, and the IS/MND’s less than significant impact conclusion should not be relied upon.

SWAPE Analysis Indicates Significant Air Pollutant Emissions

In an effort to accurately determine the proposed Project’s construction and operational emissions, we prepared an updated SWAPE CalEEMod model for the Project, correcting the unsubstantiated input parameters based on information provided in the IS/MND, as discussed below.

Our updated analysis demonstrates that the Project’s operational NO_x emissions exceed the 55 pounds per day (lbs/day) threshold set by the PCAPCD (see table below).³⁴

Maximum Daily Operational Emissions (lbs/day)	
Model	VOC/ROG
SWAPE	125.56
PCAPCD Regional Threshold (lbs/day)	55
Threshold Exceeded?	Yes

As you can see in the table above, when modeled, the Project’s operational NO_x emissions exceed the PCAPCD threshold of 55 lbs/day. Thus, our model demonstrates that the Project would result in a potentially significant air quality impact that was not previously identified or addressed in the IS/MND. As a result, an updated CEQA evaluation should be prepared to include an updated air pollution model and analysis to adequately estimate the Project’s construction and operational emissions and incorporate mitigation to reduce these emissions to a less than significant level.

Diesel Particulate Matter Health Risk Emissions Inadequately Evaluated

The IS/MND concludes that the Project’s health risk impact would be less than significant, based on a health risk assessment (“HRA”) assessing the excess cancer risk resulting from the gasoline dispensed by the Project, without conducting an HRA for the Project’s construction or entire operations (p. 11). However, this is incorrect for several reasons.

First, the IS/MND states that an HRA was prepared to assess the health risk impact associated with the “annual amount of gasoline dispensed from the facility” (p. 11). Thus, while the Project did conduct an operational HRA, the HRA fails to evaluate the health risk impacts resulting from the Project’s entire operation, not just from the gasoline dispensed. This is incorrect, as the HRA fails to include all of the Project’s operational emissions, including emissions resulting from operational activities such as product use, architectural coatings, space heating, water heating, refrigeration, office uses, ventilation, lighting, water-use, and waste. As such, this partial operational HRA cannot be used to determine impacts from the entire Project’s operations, and the IS/MND’s less than significant health risk impact should not be relied upon.

Second, by failing to conduct a quantified construction HRA, the Project is inconsistent with the most recent guidance published by the Office of Environmental Health Hazard Assessment (“OEHHA”), the organization responsible for providing guidance on conducting HRAs in California. In February of 2015, OEHHA released its most recent *Risk Assessment Guidelines: Guidance Manual for Preparation of Health Risk Assessments*, which was formally adopted in March of 2015.⁵ This guidance document describes the

³ “California Environmental Quality Act Air Quality Guidelines.” BAAQMD, adopted 2010, updated May 2017, available at: https://www.baaqmd.gov/~media/files/planning-and-research/ceqa/ceqa_guidelines_may2017-pdf.pdf?la=en, p. 2-2, Table 2-1.

⁴ “Chapter 2: Thresholds of Significance.” PCAPCD, available at: <https://www.placer.ca.gov/DocumentCenter/View/2047/Chapter-2-Thresholds-of-Significance-PDF>, p. 21.

⁵ “Risk Assessment Guidelines Guidance Manual for Preparation of Health Risk Assessments.” OEHHA, February 2015, available at: http://oehha.ca.gov/air/hot_spots/hotspots2015.html

types of projects that warrant the preparation of an HRA. Construction of the Project will produce emissions of DPM, a human carcinogen, through the exhaust stacks of construction equipment over a construction period of approximately 416 days, or 1.14 years (Attachment 5, pp. 120). The OEHHA document recommends that all short-term projects lasting at least two months be evaluated for cancer risks to nearby sensitive receptors.⁶ Even though we were not provided with the expected lifetime of the Project, we know that the Project will last longer than 2-months, as specified by OEHHA. Therefore, we recommend that health risks from Project construction should have been evaluated by the IS/MND, as a two-year construction schedule exceeds the 2-month requirement set forth by OEHHA. These recommendations reflect the most recent health risk policy, and as such, we recommend that an updated assessment of health risks to nearby sensitive receptors from Project construction should be included in an updated CEQA analysis for the Project.

Third, review of the IS/MND demonstrates that, while the Project did conduct an operational HRA, the HRA fails to evaluate the cumulative lifetime cancer risk to nearby, existing receptors as a result of Project construction and operation together. According to OEHHA guidance, “the excess cancer risk is calculated separately for each age grouping and then summed to yield cancer risk at the receptor location.”⁷ However, review of the IS/MND demonstrates that, while the IS/MND calculated the health risk to nearby, existing infant, child, and adult receptors, the HRA fails to evaluate the cumulative lifetime cancer risk to nearby, existing receptors as a result of Project construction *and* operation together. Therefore, the IS/MND should have quantified the Project’s *entire* construction and operational health risks, as well as compared the combined construction and operational health risks to the PCAPCD threshold of 10 in one million, as indicated by the IS/MND (p. 11).

Greenhouse Gas

Failure to Adequately Evaluate Greenhouse Gas Impacts

The IS/MND concludes that the Project would result in annual operational GHG emissions of 726.45 metric tons of carbon dioxide equivalents per year (“MT CO₂e/year”) and annual construction GHG emissions of 338.07 MT CO₂e/year (p. 26). As a result, the IS/MND concludes that the Project’s GHG emissions would be below the PCAPCD’s GHG threshold. Furthermore, the IS/MND states:

“[T]he project-generated GHG emissions would not conflict with, and are consistent with, the State goals listed in AB32 and other policies and regulations adopted by the California Air Resources Board. This impact is considered less than significant” (p. 26).

However, this is incorrect for four reasons.

- 1) AB 32 is inapplicable to the proposed Project;
- 2) The IS/MND fails to demonstrate Project consistency with CARB policies and regulations;
- 3) The IS/MND’s GHG analysis relies upon an incorrect and unsubstantiated air model; and

⁶ “Risk Assessment Guidelines Guidance Manual for Preparation of Health Risk Assessments.” OEHHA, February 2015, available at: http://oehha.ca.gov/air/hot_spots/2015/2015GuidanceManual.pdf, p. 8-18

⁷ “Guidance Manual for preparation of Health Risk Assessments.” OEHHA, February 2015, available at: <https://oehha.ca.gov/media/downloads/cnr/2015guidancemanual.pdf> p. 8-4

- 4) Updated analysis indicates a potentially significant GHG impact.

(1) Incorrect Reliance on AB 32

As previously stated, the IS/MND relies upon the Project's consistency with AB 32 in order to claim that Project GHG impacts would be less than significant. However, this is incorrect, as AB 32 only sets emission reduction targets through 2020. Given that it is almost June of 2020, and the Project has not yet been approved, AB 32 is outdated and inapplicable to the proposed Project. As a result, the IS/MND's less than significant impact conclusion regarding the Project's consistency with AB 32 is incorrect and unsubstantiated and should not be relied upon.

(2) Failure to Evaluate Consistency with CARB Policies and Regulations

As previously stated, the IS/MND relies upon the Project's consistency with California Air Resources Board ("CARB") policies and regulations in order to claim that the Project would have a less than significant GHG impact. However, this claim is unsupported for two reasons.

First, the IS/MND fails to specify with which CARB policies and regulations the Project would be consistent. However, as CARB has numerous policies and regulations regarding GHGs, we are unable to verify the IS/MND's claim of consistency. Specifically, CARB policies and regulations regarding GHGs include: 2017 Scoping Plan, 2030 GHG Reduction Targets, SB 350 Greenhouse Gas Integrated Resource Plans, California Greenhouse Gas Emission Inventory Program, Cap-and-Trade Program, Zero-Emission Vehicle ("ZEV") Program, Anti-Idling Enforcements, VMT Regulations, Clean Power Plan, SB 375 Sustainable Communities Strategies, and more.⁸ As such, we cannot verify that the proposed Project is, in fact, consistent with these supposed CARB policies and regulations, and the Project may result in an unidentified significant GHG impact.

Second, the IS/MND fails to provide an evaluation of the Project's consistency with the abovementioned CARB policies and regulations. As a result, the IS/MND's less than significant impact conclusion regarding the Project's consistency with CARB policies and regulations is unsubstantiated and should not be relied upon.

(3) Unsubstantiated Input Parameters Used to Estimate Project Emissions

The IS/MND's greenhouse gas ("GHG") analysis relies on emissions calculated with CalEEMod.2016.3.2.⁹ CalEEMod provides recommended default values based on site-specific information, such as land use type, meteorological data, total lot acreage, project type and typical equipment associated with project type. If more specific project information is known, the user can change the default values and input project-specific values, but the California Environmental Quality Act ("CEQA") requires that such changes be justified by substantial evidence.¹⁰ Once all of the values are inputted into the model, the Project's construction and operational emissions are calculated, and "output files" are generated. These output

⁸ "Climate Change Programs." CARB, available at: <https://ww3.arb.ca.gov/cc/cc.htm>.

⁹ CAPCOA (November 2017) CalEEMod User's Guide, http://www.aqmd.gov/docs/default-source/caleemod/01_user-39-s-guide2016-3-2_15november2017.pdf?sfvrsn=4.

¹⁰ CAPCOA (November 2017) CalEEMod User's Guide, http://www.aqmd.gov/docs/default-source/caleemod/01_user-39-s-guide2016-3-2_15november2017.pdf?sfvrsn=4, p. 1, 9.

files disclose to the reader what parameters were utilized in calculating the Project's air pollutant emissions and make known which default values were changed as well as provide justification for the values selected.¹¹

Review of the Project's CalEEMod model demonstrates that the IS/MND underestimates emissions associated with Project activities. As previously stated, the IS/MND's GHG analysis relies on air pollutant emissions calculated using CalEEMod. When reviewing the Project's CalEEMod output files, provided as Attachment 5 to the IS/MND, we found that several model inputs were not consistent with information disclosed in the IS/MND. As a result, the Project's construction and operational emissions are underestimated. An updated CEQA analysis should be prepared to include an updated GHG analysis that adequately evaluates the impacts that construction and operation of the Project will have on local and regional air quality.

Unsubstantiated Change to CO₂ Intensity Factor

Review of the Project's CalEEMod output files demonstrates that the default CO₂ intensity factor was artificially reduced from the default value by approximately 33% in the model (see excerpt below) (Attachment 5, pp. 116).

Table Name	Column Name	Default Value	New Value
tblProjectCharacteristics	CO2IntensityFactor	793.8	531.85

As you can see in the excerpt above, the default CO₂ intensity factor was reduced from 793.8 pounds per megawatt hour ("lbs/MWh") to 531.85 lbs/MWh. As previously mentioned, the CalEEMod User's Guide requires any changes to model defaults be justified.¹² According to the "User Entered Comments & Non-Default Data" table, the justification provided for this change is:

"Start of construction and operational year are estimates. CO2 intensity factor adjusted to reflect R.E.'s anticipated progress towards statewide RPS goals" (Attachment 5, pp. 115).

However, this justification is incorrect. As these are state RPS goals, we cannot verify these changes in the models. Just because the state has these goals does not mean they will be achieved locally at the Project site. As a result, we cannot verify the CO₂ intensity factor utilized in the model. This unsubstantiated reduction presents an issue, as CalEEMod uses the CO₂ intensity factor to calculate the Project's GHG emissions associated with electricity use.¹³ Thus, by including an unsubstantiated reduction to the default CO₂ intensity factor, the model may underestimate the Project's GHG emissions and should not be relied upon to determine Project significance.

¹¹ CAPCOA (November 2017) CalEEMod User's Guide, http://www.aqmd.gov/docs/default-source/caleemod/01_user-39-s-guide2016-3-2_15november2017.pdf?sfvrsn=4, fn 1, p. 11, 12 – 13. A key feature of the CalEEMod program is the "remarks" feature, where the user explains why a default setting was replaced by a "user defined" value. These remarks are included in the report.

¹² CalEEMod User Guide, available at: <http://www.caleemod.com/>, p. 2, 9

¹³ "CalEEMod User's Guide." CAPCOA, November 2017, available at: CalEEMod.com, p. 17.

Unsubstantiated Number of New Trees for Sequestration

Review of the Project's CalEEMod output files demonstrates that the Project's emissions were modeled assuming that the Project would plant 373 trees that would sequester carbon on the Project site (see excerpt below) (Attachment 5, pp. 116).

Table Name	Column Name	Default Value	New Value
tblSequestration	NumberOfNewTrees	0.00	373.00

As you can see in the excerpt above, the model assumed that 373 new trees would be planted on the Project site. As previously mentioned, the CalEEMod User's Guide requires any changes to model defaults be justified.¹⁴ According to the "User Entered Comments & Non-Default Data" table, the justification provided for this change is: "Based on landscape plan" (Attachment 5, pp. 115). However, the IS/MND and associated documents fail to provide a "landscape plan" or state the actual number of trees that would be planted as part of the proposed Project (p. 3-9). As a result, we cannot verify the 373 new trees included in the model. This presents an issue, as CalEEMod uses this value to calculate the GHG emissions reduction resulting from the carbon sequestration of the new trees (see excerpt below).¹⁵

$$\text{Total Sequestered CO}_2 = (\text{Growing Period} \times \sum_{i=1}^n [\text{Sequestration } i \times \text{Trees } i])$$

Where:

Growing Period = Growing period for all trees, expressed in years (20).

n = Number of broad species classes.

Sequestration i = Default annual CO₂ accumulation per tree for broad species class i .

Trees i = Number of net new trees of broad species class i .

As you can see in the excerpt above, there is a direct relationship between the number of net new trees and total sequestered CO₂. This means that when the number of new trees is increased, the amount of sequestered CO₂ increases, and the total emitted CO₂ decreases, thus reducing the Project's net GHG emissions. As such, if 373 net new trees are inputted into the model, assuming a miscellaneous broad species class, then approximately 264.084-metric tons ("MT") of total sequestered carbon are reduced from the model outputs.¹⁶ As a result, by including 373 unsubstantiated net new trees, the model underestimates the Project's GHG emissions and should not be relied upon to determine Project significance.

¹⁴ CalEEMod User Guide, available at: <http://www.caleemod.com/>, p. 2, 9.

¹⁵ "Appendix A Calculation Details for CalEEMod." CAPCOA, October 2017, available at: http://www.aqmd.gov/docs/default-source/caleemod/02_appendix-a2016-3-2.pdf?sfvrsn=6, p. 60; see also "CalEEMod User Guide." CAPCOA, November 2017, available at: <http://www.caleemod.com/>, p. 53.

¹⁶ Calculated: 20 year growing period * $\sum = [(0.0354 \text{ Sequestration } i) \times (373 \text{ Trees } i)] = 264.084 \text{ MT Total Sequestered CO}_2$; see "Appendix A Calculation Details for CalEEMod." CAPCOA, October 2017, available at: http://www.aqmd.gov/docs/default-source/caleemod/02_appendix-a2016-3-2.pdf?sfvrsn=6, p. 60, 61.

Unsubstantiated Changes to Trip Rates

Review of the Project's CalEEMod output files demonstrates that the Project's anticipated Weekday, Saturday, and Sunday trip rates were each reduced from their default values to 0 (see excerpt below) (Attachment 5, pp. 116).

Table Name	Column Name	Default Value	New Value
tblVehicleTrips	ST_TR	204.47	0.00
tblVehicleTrips	ST_TR	49.97	0.00
tblVehicleTrips	ST_TR	177.59	0.00
tblVehicleTrips	SU_TR	166.88	0.00
tblVehicleTrips	SU_TR	25.24	0.00
tblVehicleTrips	SU_TR	186.44	0.00
tblVehicleTrips	WD_TR	542.60	0.00
tblVehicleTrips	WD_TR	42.70	0.00
tblVehicleTrips	WD_TR	102.24	0.00

As previously mentioned, the CalEEMod User's Guide requires any changes to model defaults be justified.¹⁷ According to the "User Entered Comments & Non-Default Data" table, the justification provided for these changes is: "Non-residential project not anticipated to increase vmt so no mobile analysis is required" (Attachment 5, pp. 115). However, this justification directly contradicts the IS/MND, which states:

"The completed project would consume energy related to building operation, exterior lighting, landscape irrigation and maintenance, and vehicle trips to and from the use" (emphasis added) (p. 21).

Thus, the IS/MND explicitly states that the Project would involve vehicle trips, and the reductions to the Project's anticipated operational vehicle trip rates are unsubstantiated. As a result, the model underestimates the Project's mobile-related operational emissions and should not be relied upon to determine Project significance.

Unsubstantiated Reductions to Area and Architectural Emissions Factors:

Review of the Project's CalEEMod output files demonstrates that the architectural and area coating emission factors were each reduced from their default values of 100 grams per liter ("g/L") to 50 g/L (see excerpt below) (Attachment 5, pp. 116).

¹⁷ CalEEMod User Guide, available at: <http://www.caleemod.com/>, p. 2, 9.

Table Name	Column Name	Default Value	New Value
tblArchitecturalCoating	EF_Nonresidential_Exterior	100.00	50.00
tblArchitecturalCoating	EF_Nonresidential_Interior	100.00	50.00
tblArchitecturalCoating	EF_Parking	100.00	50.00
tblAreaCoating	Area_EF_Nonresidential_Exterior	100	50
tblAreaCoating	Area_EF_Nonresidential_Interior	100	50
tblAreaCoating	Area_EF_Parking	100	50
tblAreaMitigation	UseLowVOCPaintParkingCheck	False	True

As you can see in the excerpt above, the model reduces the architectural and area coating emission factors from their default values of 100 g/L to 0 g/L. Furthermore, the Project's CalEEMod output files reveal that the model included the following unsubstantiated area-related mitigation measures: "Use Low VOC Paint - Non-Residential Interior," "Use Low VOC Paint - Non-Residential Exterior," and "Use Low VOC Cleaning Supplies" (see excerpt below) (Attachment 5, pp. 142).

6.1 Mitigation Measures Area

Use Low VOC Paint - Non-Residential Interior
 Use Low VOC Paint - Non-Residential Exterior
 Use Low VOC Cleaning Supplies

As previously stated, CalEEMod requires that any non-default parameters inputted into CalEEMod must be justified with substantial evidence.¹⁸ According to the "User Entered Comments & Non-Default Data" table, the justification provided for the changes to the area and architectural emission factors are: "Low VOC" and "Low VOC paint," respectively (Attachment 5, pp. 115). However, the IS/MND and associated documents completely fail to mention or justify these changes, and as a result, we cannot verify the updated values. This presents an issue, as these emission factors are used by CalEEMod to determine the amount of VOC emissions resulting from the application of surface coatings.¹⁹ Thus, by incorrectly reducing each of the architectural and area coating emission factors to 50 g/L, the model may underestimate the Project's VOC emissions. As a result, we cannot verify these values and the model should not be relied upon to determine Project significance.

Unsubstantiated Application of Mobile- and Water-Related Operational Mitigation Measures

Review of the Project's CalEEMod output files demonstrates that the model incorrectly includes several mobile- and water-related operational mitigation measures. As a result, the Project's operational emissions may be underestimated, and the model should not be relied upon to determine Project significance.

¹⁸ CalEEMod Model 2013.2.2 User's Guide, available at: <http://www.aqmd.gov/docs/default-source/caleemod/usersguideSept2016.pdf?sfvrsn=6>, p. 2, p. 9

¹⁹ "CalEEMod User's Guide Appendix A: Calculation Details for CalEEMod." CAPCOA, September 2016, available at: <http://www.aqmd.gov/docs/default-source/caleemod/caleemod-appendixa.pdf>, p. 16, p. 28

First, the Project’s CalEEMod output files reveal that the model included the following unsubstantiated mobile-related mitigation measure: “Provide Ride Sharing Program” (see excerpt below) (Attachment 5, pp. 136).

4.1 Mitigation Measures Mobile

Provide Ride Sharing Program

Second, the Project’s CalEEMod output files reveal that the model included the following unsubstantiated water-related mitigation measure: “Use Water Efficient Landscaping” (see excerpt below) (Attachment 5, pp. 144).

7.1 Mitigation Measures Water

Use Water Efficient Landscaping

However, the inclusion of the above-mentioned mobile- and water-related operational mitigation measures is unsubstantiated. According to the CalEEMod User’s Guide,

“The mitigation measures included in CalEEMod are largely based on the CAPCOA Quantifying Greenhouse Gas Mitigation Measures (<http://www.capcoa.org/wp-content/uploads/downloads/2010/09/CAPCOA-Quantification-Report-9-14-Final.pdf>) document. The CAPCOA measure numbers are provided next to the mitigation measures in CalEEMod to assist the user in understanding each measure by referencing back to the CAPCOA document.”²⁰

However, review of CAPCOA’s *Quantifying Greenhouse Gas Mitigation Measures* document demonstrates that the IS/MND fails to substantiate several of the mitigation measures included in the model (see table below).

Measure	Consistency
CAPCOA’s Quantifying Greenhouse Gas Mitigation Measures²¹	
Mobile Measures	

²⁰ “CalEEMod User’s Guide.” CAPCOA, November 2017, available at: <http://www.caleemod.com/>, p. 53.

²¹ “Quantifying Greenhouse Gas Mitigation Measures.” CAPCOA, August 2010, available at: <http://www.capcoa.org/wp-content/uploads/2010/11/CAPCOA-Quantification-Report-9-14-Final.pdf>.

TRT-3 Provide Ride-Sharing Programs • Designate a certain percentage of parking spaces for ride sharing vehicles • Designating adequate passenger loading and unloading and waiting areas for ride-sharing vehicles • Providing a web site or messaging board for coordinating rides • Permanent transportation management association membership and funding requirement. <i>Range of Effectiveness:</i> 1-15% commute vehicle miles traveled (VMT) reduction and therefore 1-15% reduction in commute trip GHG emissions.	Here, no justification was provided in the “User Entered Comments & Non-Default Data” table. Furthermore, the IS/MND fails to mention how this measure will be implemented, monitored, and enforced on the Project site. Finally, the IS/MND fails to mention or discuss ride sharing vehicles, passenger loading or unloading and waiting areas, ride coordination, or transportation management association membership and funding requirements. Thus, the IS/MND fails to demonstrate consistency with the measure, and its inclusion in the model is unsubstantiated.
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Water Measures	
Measure WUW-4 Use Water-Efficient Landscape Irrigation Systems The following information needs to be provided by the Project Applicant: • Total expected outdoor water demand, without installation of smart landscape irrigation controller (million gallons). • (Optional) Project-specific percent reduction in outdoor water demand, after installation of smart landscape irrigation controller. Percent reduction must be verifiable. Otherwise, use the default value of 6.1%. Baseline Method: $\text{GHG emissions} = \text{Water}_{\text{baseline}} \times \text{Electricity} \times \text{Utility}$ Where: $\text{GHG emissions} = \text{MT CO}_2\text{e}$ $\text{Water}_{\text{baseline}} = \text{Total expected outdoor water demand, without installation of smart landscape irrigation controllers (million gallons)}$ • Provided by Applicant	Here, no justification was provided in the “User Entered Comments & Non-Default Data” table. Furthermore, the IS/MND fails to mention how this measure will be implemented, monitored, and enforced on the Project site. Finally, the IS/MND fails to mention or discuss the total expected outdoor water demand, with and without the installation of smart irrigation. Thus, the IS/MND fails to demonstrate consistency with the measure, and its inclusion in the model is unsubstantiated.

Electricity = Electricity required to supply, treat, and distribute water (kWh/million gallons) - Northern California Average: 3,500 kWh/million gallons - Southern California Average: 11,111 kWh/million gallons - Utility = Carbon intensity of Local Utility (CO₂e/kWh)	
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As you can see in the table above, the IS/MND fails to justify several of the mobile- and water-related operational mitigation measures utilized in the Project's CalEEMod model. As a result, the inclusion of these measures in the model are unsubstantiated and the model should not be relied upon to determine Project significance.

(4) Updated Analysis Indicates a Potentially Significant GHG Impact

SWAPE's updated air model demonstrates that the proposed Project may result in a potentially significant GHG impact not previously identified or addressed by the IS/MND. The CalEEMod output files, modeled by SWAPE utilizing Project-specific information as disclosed in the IS/MND, quantify the Project's emissions, which include approximately 7,035 MT CO₂e/year of annual operational emissions (sum of area, energy, mobile, waste, and water-related emissions). When we compare the Project's annual operational GHG emissions to the PCAPCD de minimis threshold of 1,100 MT CO₂e/year, as indicated by the IS/MND, we find that the Project's GHG emissions exceed the threshold (p. 25) (see table below).

SWAPE Annual Greenhouse Gas Emissions	
Project Phase	Proposed Project (MT CO ₂ e/year)
Energy	817.12
Mobile	6067.54
Waste	122.30
Water	28.20
Total	7,035.16
Threshold	1,100
Exceed?	Yes

As demonstrated in the table below, the proposed Project would generate approximately 7,035 MT CO₂e/year, which exceeds the PCAPCD's 1,100 MT CO₂e/year bright-line threshold. As indicated by the IS/MND, when a Project's GHG emissions exceed the de minimis threshold, but not the bright-line threshold of 10,000 MT CO₂e/year, a service population efficiency analysis is warranted (p. 25). Here, however, the IS/MND fails to provide the anticipated service population for the Project, or "the sum of the number of residents and the number of jobs supported by the project" according to CAPCOA's CEQA

& Climate Change report.²² As such, we are unable to conduct an service population effcinecy analysis, as recommended by the PCAPCD and the IS/MND. As a result, the IS/MND's GHG impact may be significant, and the Project should not be approved until an updated CEQA evaluation is prepared to adequately evaluate the Project's GHG emissions.

SWAPE has received limited discovery regarding this project. Additional information may become available in the future; thus, we retain the right to revise or amend this report when additional information becomes available. Our professional services have been performed using that degree of care and skill ordinarily exercised, under similar circumstances, by reputable environmental consultants practicing in this or similar localities at the time of service. No other warranty, expressed or implied, is made as to the scope of work, work methodologies and protocols, site conditions, analytical testing results, and findings presented. This report reflects efforts which were limited to information that was reasonably accessible at the time of the work, and may contain informational gaps, inconsistencies, or otherwise be incomplete due to the unavailability or uncertainty of information obtained or provided by third parties.

Sincerely,



Matt Hagemann, P.G., C.Hg.



Paul E. Rosenfeld, Ph.D.

²² CAPCOA (Jan. 2008) CEQA & Climate Change, p. 71-72, <http://www.capcoa.org/wp-content/uploads/2012/03/CAPCOA-White-Paper.pdf>.

Plaza at Blue Oaks - Placer-Sacramento County, Summer

Plaza at Blue Oaks
Placer-Sacramento County, Summer

1.0 Project Characteristics**1.1 Land Usage**

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
Parking Lot	109.00	1000sqft	2.50	109,000.00	0
Convenience Market With Gas Pumps	12.00	Pump	0.04	1,694.10	0
Regional Shopping Center	43.60	1000sqft	1.00	43,600.00	0
Supermarket	35.00	1000sqft	0.80	35,000.00	0

1.2 Other Project Characteristics

Urbanization	Urban	Wind Speed (m/s)	2.2	Precipitation Freq (Days)	74
Climate Zone	2			Operational Year	2021
Utility Company	Roseville Electric				
CO2 Intensity (lb/MW hr)	531.85	CH4 Intensity (lb/MW hr)	0.029	N2O Intensity (lb/MW hr)	0.006

1.3 User Entered Comments & Non-Default Data

Plaza at Blue Oaks - Placer-Sacramento County, Summer

Project Characteristics - Start of construction and operational year are estimates. CO2 intensity factor adjusted to reflect R.E.'s anticipated progress towards statewide RPS goals.

Land Use - Unit amounts based on proposed site plan.

Architectural Coating - Low VOC paint.

Vehicle Trips - Non-residential project not anticipated to increase vmt so no mobile analysis is required.

Area Coating - Low VOC.

Energy Use -

Sequestration - based on landscape plan.

Area Mitigation -

Mobile Commute Mitigation -

Water Mitigation -

Plaza at Blue Oaks - Placer-Sacramento County, Summer

Table Name	Column Name	Default Value	New Value
tblArchitecturalCoating	EF_Nonresidential_Exterior	100.00	50.00
tblArchitecturalCoating	EF_Nonresidential_Interior	100.00	50.00
tblArchitecturalCoating	EF_Parking	100.00	50.00
tblAreaCoating	Area_EF_Nonresidential_Exterior	100	50
tblAreaCoating	Area_EF_Nonresidential_Interior	100	50
tblAreaCoating	Area_EF_Parking	100	50
tblAreaMitigation	UseLowVOCPaintParkingCheck	False	True
tblProjectCharacteristics	CO2IntensityFactor	793.8	531.85
tblSequestration	NumberOfNewTrees	0.00	373.00
tblVehicleTrips	ST_TR	204.47	0.00
tblVehicleTrips	ST_TR	49.97	0.00
tblVehicleTrips	ST_TR	177.59	0.00
tblVehicleTrips	SU_TR	166.88	0.00
tblVehicleTrips	SU_TR	25.24	0.00
tblVehicleTrips	SU_TR	166.44	0.00
tblVehicleTrips	WD_TR	542.60	0.00
tblVehicleTrips	WD_TR	42.70	0.00
tblVehicleTrips	WD_TR	102.24	0.00

2.0 Emissions Summary

Plaza at Blue Oaks - Placer-Sacramento County, Summer

2.1 Overall Construction (Maximum Daily Emission)

Unmitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2020	4.1464	42.4558	22.1934	0.0419	18.2141	2.1984	20.4125	9.9699	2.0225	11.9924	0.0000	4,091.0499	4,091.0499	1.1955	0.0000	4,108.0684
2021	21.7872	20.9096	19.0728	0.0416	0.7932	0.9698	1.7630	0.2152	0.9119	1.1270	0.0000	4,063.4033	4,063.4033	0.6699	0.0000	4,080.1518
Maximum	21.7872	42.4558	22.1934	0.0419	18.2141	2.1984	20.4125	9.9699	2.0225	11.9924	0.0000	4,091.0499	4,091.0499	1.1955	0.0000	4,108.0684

Mitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2020	4.1464	42.4558	22.1934	0.0419	18.2141	2.1984	20.4125	9.9699	2.0225	11.9924	0.0000	4,091.0499	4,091.0499	1.1955	0.0000	4,108.0684
2021	21.7872	20.9096	19.0728	0.0416	0.7932	0.9698	1.7630	0.2152	0.9119	1.1270	0.0000	4,063.4033	4,063.4033	0.6699	0.0000	4,080.1518
Maximum	21.7872	42.4558	22.1934	0.0419	18.2141	2.1984	20.4125	9.9699	2.0225	11.9924	0.0000	4,091.0499	4,091.0499	1.1955	0.0000	4,108.0684

[illegible]

Plaza at Blue Oaks - Placer-Sacramento County, Summer

2.2 Overall Operational**Unmitigated Operational**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	1.8649	1.9000e-004	0.0205	0.0000		7.0000e-005	7.0000e-005		7.0000e-005	7.0000e-005		0.0437	0.0437	1.2000e-004		0.0466
Energy	0.0560	0.5091	0.4276	3.0500e-003		0.0387	0.0387		0.0387	0.0387		610.8915	610.8915	0.0117	0.0112	614.5218
Mobile	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Total	1.9209	0.5093	0.4481	3.0500e-003	0.0000	0.0388	0.0388	0.0000	0.0388	0.0388		610.9352	610.9352	0.0118	0.0112	614.5683

Mitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	1.7365	1.9000e-004	0.0205	0.0000		7.0000e-005	7.0000e-005		7.0000e-005	7.0000e-005		0.0437	0.0437	1.2000e-004		0.0466
Energy	0.0560	0.5091	0.4276	3.0500e-003		0.0387	0.0387		0.0387	0.0387		610.8915	610.8915	0.0117	0.0112	614.5218
Mobile	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Total	1.7925	0.5093	0.4481	3.0500e-003	0.0000	0.0388	0.0388	0.0000	0.0388	0.0388		610.9352	610.9352	0.0118	0.0112	614.5683

Plaza at Blue Oaks - Placer-Sacramento County, Summer

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction	6.69	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

3.0 Construction Detail

Construction Phase

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Demolition	Demolition	9/1/2020	9/28/2020	5	20	
2	Site Preparation	Site Preparation	9/29/2020	10/5/2020	5	5	
3	Grading	Grading	10/6/2020	10/15/2020	5	8	
4	Building Construction	Building Construction	10/16/2020	9/2/2021	5	230	
5	Paving	Paving	9/3/2021	9/28/2021	5	18	
6	Architectural Coating	Architectural Coating	9/29/2021	10/22/2021	5	18	

Acres of Grading (Site Preparation Phase): 0

Acres of Grading (Grading Phase): 4

Acres of Paving: 2.5

Residential Indoor: 0; Residential Outdoor: 0; Non-Residential Indoor: 120,441; Non-Residential Outdoor: 40,147; Striped Parking Area: 6,540 (Architectural Coating – sqft)

OffRoad Equipment

Plaza at Blue Oaks - Placer-Sacramento County, Summer

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Architectural Coating	Air Compressors	1	6.00	78	0.48
Paving	Cement and Mortar Mixers	2	6.00	9	0.56
Demolition	Concrete/Industrial Saws	1	8.00	81	0.73
Demolition	Excavators	3	8.00	158	0.38
Building Construction	Cranes	1	7.00	231	0.29
Building Construction	Forklifts	3	8.00	89	0.20
Grading	Excavators	1	8.00	158	0.38
Paving	Pavers	1	8.00	130	0.42
Paving	Rollers	2	6.00	80	0.38
Demolition	Rubber Tired Dozers	2	8.00	247	0.40
Grading	Rubber Tired Dozers	1	8.00	247	0.40
Building Construction	Tractors/Loaders/Backhoes	3	7.00	97	0.37
Building Construction	Generator Sets	1	8.00	84	0.74
Grading	Tractors/Loaders/Backhoes	3	8.00	97	0.37
Paving	Tractors/Loaders/Backhoes	1	8.00	97	0.37
Site Preparation	Tractors/Loaders/Backhoes	4	8.00	97	0.37
Grading	Graders	1	8.00	187	0.41
Paving	Paving Equipment	2	6.00	132	0.36
Site Preparation	Rubber Tired Dozers	3	8.00	247	0.40
Building Construction	Welders	1	8.00	46	0.45

Trips and VMT

Plaza at Blue Oaks - Placer-Sacramento County, Summer

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Demolition	6	15.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Site Preparation	7	18.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Grading	6	15.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	9	71.00	31.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Paving	8	20.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Architectural Coating	1	14.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT

3.1 Mitigation Measures Construction

3.2 Demolition - 2020

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	3.3121	33.2010	21.7532	0.0388		1.6587	1.6587		1.5419	1.5419		3,747.7049	3,747.7049	1.0580		3,774.1536
Total	3.3121	33.2010	21.7532	0.0388		1.6587	1.6587		1.5419	1.5419		3,747.7049	3,747.7049	1.0580		3,774.1536

Plaza at Blue Oaks - Placer-Sacramento County, Summer

3.2 Demolition - 2020**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0583	0.0320	0.4402	1.2300e-003	0.1232	7.8000e-004	0.1240	0.0327	7.2000e-004	0.0334		122.7994	122.7994	3.0200e-003		122.8748
Total	0.0583	0.0320	0.4402	1.2300e-003	0.1232	7.8000e-004	0.1240	0.0327	7.2000e-004	0.0334		122.7994	122.7994	3.0200e-003		122.8748

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	3.3121	33.2010	21.7532	0.0388		1.6587	1.6587		1.5419	1.5419	0.0000	3,747.7049	3,747.7049	1.0580		3,774.1536
Total	3.3121	33.2010	21.7532	0.0388		1.6587	1.6587		1.5419	1.5419	0.0000	3,747.7049	3,747.7049	1.0580		3,774.1536

Plaza at Blue Oaks - Placer-Sacramento County, Summer

3.2 Demolition - 2020**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0583	0.0320	0.4402	1.2300e-003	0.1232	7.8000e-004	0.1240	0.0327	7.2000e-004	0.0334		122.7994	122.7994	3.0200e-003		122.8748
Total	0.0583	0.0320	0.4402	1.2300e-003	0.1232	7.8000e-004	0.1240	0.0327	7.2000e-004	0.0334		122.7994	122.7994	3.0200e-003		122.8748

3.3 Site Preparation - 2020**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					18.0663	0.0000	18.0663	9.9307	0.0000	9.9307			0.0000			0.0000
Off-Road	4.0765	42.4173	21.5136	0.0380		2.1974	2.1974		2.0216	2.0216		3,685.1016	3,685.1016	1.1918		3,714.8975
Total	4.0765	42.4173	21.5136	0.0380	18.0663	2.1974	20.2637	9.9307	2.0216	11.9523		3,685.1016	3,685.1016	1.1918		3,714.8975

Plaza at Blue Oaks - Placer-Sacramento County, Summer

3.3 Site Preparation - 2020**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0699	0.0384	0.5282	1.4800e-003	0.1479	9.4000e-004	0.1488	0.0392	8.7000e-004	0.0401		147.3592	147.3592	3.6200e-003		147.4497
Total	0.0699	0.0384	0.5282	1.4800e-003	0.1479	9.4000e-004	0.1488	0.0392	8.7000e-004	0.0401		147.3592	147.3592	3.6200e-003		147.4497

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					18.0663	0.0000	18.0663	9.9307	0.0000	9.9307			0.0000			0.0000
Off-Road	4.0765	42.4173	21.5136	0.0380		2.1974	2.1974		2.0216	2.0216	0.0000	3,685.1016	3,685.1016	1.1918		3,714.8975
Total	4.0765	42.4173	21.5136	0.0380	18.0663	2.1974	20.2637	9.9307	2.0216	11.9523	0.0000	3,685.1016	3,685.1016	1.1918		3,714.8975

Plaza at Blue Oaks - Placer-Sacramento County, Summer

3.3 Site Preparation - 2020**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0699	0.0384	0.5282	1.4800e-003	0.1479	9.4000e-004	0.1488	0.0392	8.7000e-004	0.0401		147.3592	147.3592	3.6200e-003		147.4497
Total	0.0699	0.0384	0.5282	1.4800e-003	0.1479	9.4000e-004	0.1488	0.0392	8.7000e-004	0.0401		147.3592	147.3592	3.6200e-003		147.4497

3.4 Grading - 2020**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					6.5523	0.0000	6.5523	3.3675	0.0000	3.3675			0.0000			0.0000
Off-Road	2.4288	26.3859	16.0530	0.0297		1.2734	1.2734		1.1716	1.1716		2,872.4851	2,872.4851	0.9290		2,895.7106
Total	2.4288	26.3859	16.0530	0.0297	6.5523	1.2734	7.8258	3.3675	1.1716	4.5390		2,872.4851	2,872.4851	0.9290		2,895.7106

Plaza at Blue Oaks - Placer-Sacramento County, Summer

3.4 Grading - 2020**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0583	0.0320	0.4402	1.2300e-003	0.1232	7.8000e-004	0.1240	0.0327	7.2000e-004	0.0334		122.7994	122.7994	3.0200e-003		122.8748
Total	0.0583	0.0320	0.4402	1.2300e-003	0.1232	7.8000e-004	0.1240	0.0327	7.2000e-004	0.0334		122.7994	122.7994	3.0200e-003		122.8748

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					6.5523	0.0000	6.5523	3.3675	0.0000	3.3675			0.0000			0.0000
Off-Road	2.4288	26.3859	16.0530	0.0297		1.2734	1.2734		1.1716	1.1716	0.0000	2,872.485 1	2,872.485 1	0.9290		2,895.710 6
Total	2.4288	26.3859	16.0530	0.0297	6.5523	1.2734	7.8258	3.3675	1.1716	4.5390	0.0000	2,872.485 1	2,872.485 1	0.9290		2,895.710 6

Plaza at Blue Oaks - Placer-Sacramento County, Summer

3.4 Grading - 2020**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0583	0.0320	0.4402	1.2300e-003	0.1232	7.8000e-004	0.1240	0.0327	7.2000e-004	0.0334		122.7994	122.7994	3.0200e-003		122.8748
Total	0.0583	0.0320	0.4402	1.2300e-003	0.1232	7.8000e-004	0.1240	0.0327	7.2000e-004	0.0334		122.7994	122.7994	3.0200e-003		122.8748

3.5 Building Construction - 2020**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	2.1198	19.1860	16.8485	0.0269		1.1171	1.1171		1.0503	1.0503		2,553.0631	2,553.0631	0.6229		2,568.6345
Total	2.1198	19.1860	16.8485	0.0269		1.1171	1.1171		1.0503	1.0503		2,553.0631	2,553.0631	0.6229		2,568.6345

Plaza at Blue Oaks - Placer-Sacramento County, Summer

3.5 Building Construction - 2020**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.1115	3.6322	0.6615	9.1400e-003	0.2100	0.0159	0.2259	0.0605	0.0152	0.0757		956.7365	956.7365	0.0436		957.8267
Worker	0.2757	0.1516	2.0834	5.8400e-003	0.5833	3.7100e-003	0.5870	0.1547	3.4200e-003	0.1581		581.2503	581.2503	0.0143		581.6072
Total	0.3872	3.7838	2.7449	0.0150	0.7932	0.0196	0.8128	0.2152	0.0187	0.2338		1,537.9869	1,537.9869	0.0579		1,539.4339

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	2.1198	19.1860	16.8485	0.0269		1.1171	1.1171		1.0503	1.0503	0.0000	2,553.0631	2,553.0631	0.6229		2,568.6345
Total	2.1198	19.1860	16.8485	0.0269		1.1171	1.1171		1.0503	1.0503	0.0000	2,553.0631	2,553.0631	0.6229		2,568.6345

Plaza at Blue Oaks - Placer-Sacramento County, Summer

3.5 Building Construction - 2020**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.1115	3.6322	0.6615	9.1400e-003	0.2100	0.0159	0.2259	0.0605	0.0152	0.0757		956.7365	956.7365	0.0436		957.8267
Worker	0.2757	0.1516	2.0834	5.8400e-003	0.5833	3.7100e-003	0.5870	0.1547	3.4200e-003	0.1581		581.2503	581.2503	0.0143		581.6072
Total	0.3872	3.7838	2.7449	0.0150	0.7932	0.0196	0.8128	0.2152	0.0187	0.2338		1,537.9869	1,537.9869	0.0579		1,539.4339

3.5 Building Construction - 2021**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.9009	17.4321	16.5752	0.0269		0.9586	0.9586		0.9013	0.9013		2,553.3639	2,553.3639	0.6160		2,568.7643
Total	1.9009	17.4321	16.5752	0.0269		0.9586	0.9586		0.9013	0.9013		2,553.3639	2,553.3639	0.6160		2,568.7643

Plaza at Blue Oaks - Placer-Sacramento County, Summer

3.5 Building Construction - 2021**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0931	3.3417	0.5851	9.0700e-003	0.2100	7.5800e-003	0.2175	0.0605	7.2500e-003	0.0677		949.2557	949.2557	0.0411		950.2841
Worker	0.2564	0.1359	1.9125	5.6300e-003	0.5833	3.6100e-003	0.5869	0.1547	3.3200e-003	0.1580		560.7838	560.7838	0.0128		561.1034
Total	0.3495	3.4775	2.4976	0.0147	0.7932	0.0112	0.8044	0.2152	0.0106	0.2257		1,510.0394	1,510.0394	0.0539		1,511.3876

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.9009	17.4321	16.5752	0.0269		0.9586	0.9586		0.9013	0.9013	0.0000	2,553.3639	2,553.3639	0.6160		2,568.7643
Total	1.9009	17.4321	16.5752	0.0269		0.9586	0.9586		0.9013	0.9013	0.0000	2,553.3639	2,553.3639	0.6160		2,568.7643

Plaza at Blue Oaks - Placer-Sacramento County, Summer

3.5 Building Construction - 2021**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0931	3.3417	0.5851	9.0700e-003	0.2100	7.5800e-003	0.2175	0.0605	7.2500e-003	0.0677		949.2557	949.2557	0.0411		950.2841
Worker	0.2564	0.1359	1.9125	5.6300e-003	0.5833	3.6100e-003	0.5869	0.1547	3.3200e-003	0.1580		560.7838	560.7838	0.0128		561.1034
Total	0.3495	3.4775	2.4976	0.0147	0.7932	0.0112	0.8044	0.2152	0.0106	0.2257		1,510.0394	1,510.0394	0.0539		1,511.3876

3.6 Paving - 2021**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.0940	10.8399	12.2603	0.0189		0.5788	0.5788		0.5342	0.5342		1,804.5523	1,804.5523	0.5670		1,818.7270
Paving	0.3639					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	1.4578	10.8399	12.2603	0.0189		0.5788	0.5788		0.5342	0.5342		1,804.5523	1,804.5523	0.5670		1,818.7270

Plaza at Blue Oaks - Placer-Sacramento County, Summer

3.6 Paving - 2021**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0722	0.0383	0.5387	1.5900e-003	0.1643	1.0200e-003	0.1653	0.0436	9.4000e-004	0.0445		157.9673	157.9673	3.6000e-003		158.0573
Total	0.0722	0.0383	0.5387	1.5900e-003	0.1643	1.0200e-003	0.1653	0.0436	9.4000e-004	0.0445		157.9673	157.9673	3.6000e-003		158.0573

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.0940	10.8399	12.2603	0.0189		0.5788	0.5788		0.5342	0.5342	0.0000	1,804.5523	1,804.5523	0.5670		1,818.7270
Paving	0.3639					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	1.4578	10.8399	12.2603	0.0189		0.5788	0.5788		0.5342	0.5342	0.0000	1,804.5523	1,804.5523	0.5670		1,818.7270

Plaza at Blue Oaks - Placer-Sacramento County, Summer

3.6 Paving - 2021**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0722	0.0383	0.5387	1.5900e-003	0.1643	1.0200e-003	0.1653	0.0436	9.4000e-004	0.0445		157.9673	157.9673	3.6000e-003		158.0573
Total	0.0722	0.0383	0.5387	1.5900e-003	0.1643	1.0200e-003	0.1653	0.0436	9.4000e-004	0.0445		157.9673	157.9673	3.6000e-003		158.0573

3.7 Architectural Coating - 2021**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	21.5177					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.2189	1.5268	1.8176	2.9700e-003		0.0941	0.0941		0.0941	0.0941		281.4481	281.4481	0.0193		281.9309
Total	21.7366	1.5268	1.8176	2.9700e-003		0.0941	0.0941		0.0941	0.0941		281.4481	281.4481	0.0193		281.9309

Plaza at Blue Oaks - Placer-Sacramento County, Summer

3.7 Architectural Coating - 2021**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0506	0.0268	0.3771	1.1100e-003	0.1150	7.1000e-004	0.1157	0.0305	6.6000e-004	0.0312		110.5771	110.5771	2.5200e-003		110.6401
Total	0.0506	0.0268	0.3771	1.1100e-003	0.1150	7.1000e-004	0.1157	0.0305	6.6000e-004	0.0312		110.5771	110.5771	2.5200e-003		110.6401

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	21.5177					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.2189	1.5268	1.8176	2.9700e-003		0.0941	0.0941		0.0941	0.0941	0.0000	281.4481	281.4481	0.0193		281.9309
Total	21.7366	1.5268	1.8176	2.9700e-003		0.0941	0.0941		0.0941	0.0941	0.0000	281.4481	281.4481	0.0193		281.9309

Plaza at Blue Oaks - Placer-Sacramento County, Summer

3.7 Architectural Coating - 2021**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0506	0.0268	0.3771	1.1100e-003	0.1150	7.1000e-004	0.1157	0.0305	6.6000e-004	0.0312		110.5771	110.5771	2.5200e-003		110.6401
Total	0.0506	0.0268	0.3771	1.1100e-003	0.1150	7.1000e-004	0.1157	0.0305	6.6000e-004	0.0312		110.5771	110.5771	2.5200e-003		110.6401

4.0 Operational Detail - Mobile**4.1 Mitigation Measures Mobile**

Provide Riade Sharing Program

Plaza at Blue Oaks - Placer-Sacramento County, Summer

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Unmitigated	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000

4.2 Trip Summary Information

Land Use	Average Daily Trip Rate			Unmitigated	Mitigated
	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
Convenience Market With Gas Pumps	0.00	0.00	0.00		
Parking Lot	0.00	0.00	0.00		
Regional Shopping Center	0.00	0.00	0.00		
Supermarket	0.00	0.00	0.00		
Total	0.00	0.00	0.00		

4.3 Trip Type Information

Land Use	Miles			Trip %			Trip Purpose %		
	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
Convenience Market With Gas	9.50	7.30	7.30	0.80	80.20	19.00	14	21	65
Parking Lot	9.50	7.30	7.30	0.00	0.00	0.00	0	0	0
Regional Shopping Center	9.50	7.30	7.30	16.30	64.70	19.00	54	35	11
Supermarket	9.50	7.30	7.30	6.50	74.50	19.00	34	30	36

4.4 Fleet Mix

Plaza at Blue Oaks - Placer-Sacramento County, Summer

Land Use	LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
Convenience Market With Gas Pumps	0.494811	0.040252	0.220236	0.128508	0.023782	0.006284	0.029295	0.046215	0.001446	0.001205	0.005961	0.000773	0.001232
Parking Lot	0.494811	0.040252	0.220236	0.128508	0.023782	0.006284	0.029295	0.046215	0.001446	0.001205	0.005961	0.000773	0.001232
Regional Shopping Center	0.494811	0.040252	0.220236	0.128508	0.023782	0.006284	0.029295	0.046215	0.001446	0.001205	0.005961	0.000773	0.001232
Supermarket	0.494811	0.040252	0.220236	0.128508	0.023782	0.006284	0.029295	0.046215	0.001446	0.001205	0.005961	0.000773	0.001232

5.0 Energy Detail

Historical Energy Use: N

5.1 Mitigation Measures Energy

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
NaturalGas Mitigated	0.0560	0.5091	0.4276	3.0500e-003		0.0387	0.0387		0.0387	0.0387		610.8915	610.8915	0.0117	0.0112	614.5218
NaturalGas Unmitigated	0.0560	0.5091	0.4276	3.0500e-003		0.0387	0.0387		0.0387	0.0387		610.8915	610.8915	0.0117	0.0112	614.5218

Plaza at Blue Oaks - Placer-Sacramento County, Summer

5.2 Energy by Land Use - NaturalGas**Unmitigated**

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day										lb/day					
Convenience Market With Gas Pumps	54.304	5.9000e-004	5.3200e-003	4.4700e-003	3.0000e-005		4.0000e-004	4.0000e-004		4.0000e-004	4.0000e-004		6.3887	6.3887	1.2000e-004	1.2000e-004	6.4267
Parking Lot	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Regional Shopping Center	1397.59	0.0151	0.1370	0.1151	8.2000e-004		0.0104	0.0104		0.0104	0.0104		164.4222	164.4222	3.1500e-003	3.0100e-003	165.3993
Supermarket	3740.68	0.0403	0.3667	0.3081	2.2000e-003		0.0279	0.0279		0.0279	0.0279		440.0806	440.0806	8.4300e-003	8.0700e-003	442.6958
Total		0.0560	0.5091	0.4276	3.0500e-003		0.0387	0.0387		0.0387	0.0387		610.8915	610.8915	0.0117	0.0112	614.5218

Plaza at Blue Oaks - Placer-Sacramento County, Summer

5.2 Energy by Land Use - NaturalGas**Mitigated**

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day										lb/day					
Convenience Market With Gas Pumps	0.054304	5.9000e-004	5.3200e-003	4.4700e-003	3.0000e-005		4.0000e-004	4.0000e-004		4.0000e-004	4.0000e-004		6.3887	6.3887	1.2000e-004	1.2000e-004	6.4267
Parking Lot	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Regional Shopping Center	1.39759	0.0151	0.1370	0.1151	8.2000e-004		0.0104	0.0104		0.0104	0.0104		164.4222	164.4222	3.1500e-003	3.0100e-003	165.3993
Supermarket	3.74068	0.0403	0.3667	0.3081	2.2000e-003		0.0279	0.0279		0.0279	0.0279		440.0806	440.0806	8.4300e-003	8.0700e-003	442.6958
Total		0.0560	0.5091	0.4276	3.0500e-003		0.0387	0.0387		0.0387	0.0387		610.8915	610.8915	0.0117	0.0112	614.5218

6.0 Area Detail**6.1 Mitigation Measures Area**

Use Low VOC Paint - Non-Residential Interior

Use Low VOC Paint - Non-Residential Exterior

Use Low VOC Cleaning Supplies

Plaza at Blue Oaks - Placer-Sacramento County, Summer

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	1.7365	1.9000e-004	0.0205	0.0000		7.0000e-005	7.0000e-005		7.0000e-005	7.0000e-005		0.0437	0.0437	1.2000e-004		0.0466
Unmitigated	1.8649	1.9000e-004	0.0205	0.0000		7.0000e-005	7.0000e-005		7.0000e-005	7.0000e-005		0.0437	0.0437	1.2000e-004		0.0466

6.2 Area by SubCategory

Unmitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	0.1061					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	1.7569					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Landscaping	1.9100e-003	1.9000e-004	0.0205	0.0000		7.0000e-005	7.0000e-005		7.0000e-005	7.0000e-005		0.0437	0.0437	1.2000e-004		0.0466
Total	1.8649	1.9000e-004	0.0205	0.0000		7.0000e-005	7.0000e-005		7.0000e-005	7.0000e-005		0.0437	0.0437	1.2000e-004		0.0466

Plaza at Blue Oaks - Placer-Sacramento County, Summer

6.2 Area by SubCategory**Mitigated**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	0.1061					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	1.6284					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Landscaping	1.9100e-003	1.9000e-004	0.0205	0.0000		7.0000e-005	7.0000e-005		7.0000e-005	7.0000e-005		0.0437	0.0437	1.2000e-004		0.0466
Total	1.7365	1.9000e-004	0.0205	0.0000		7.0000e-005	7.0000e-005		7.0000e-005	7.0000e-005		0.0437	0.0437	1.2000e-004		0.0466

7.0 Water Detail**7.1 Mitigation Measures Water**

Use Water Efficient Landscaping

8.0 Waste Detail**8.1 Mitigation Measures Waste****9.0 Operational Offroad**

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

Plaza at Blue Oaks - Placer-Sacramento County, Summer

Fire Pumps and Emergency Generators

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

Equipment Type	Number	Heat Input/Day	Heat Input/Year	Boiler Rating	Fuel Type
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User Defined Equipment

Equipment Type	Number
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11.0 Vegetation

Plaza at Blue Oaks - Placer-Sacramento County, Winter

Plaza at Blue Oaks
Placer-Sacramento County, Winter

1.0 Project Characteristics**1.1 Land Usage**

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
Parking Lot	109.00	1000sqft	2.50	109,000.00	0
Convenience Market With Gas Pumps	12.00	Pump	0.04	1,694.10	0
Regional Shopping Center	43.60	1000sqft	1.00	43,600.00	0
Supermarket	35.00	1000sqft	0.80	35,000.00	0

1.2 Other Project Characteristics

Urbanization	Urban	Wind Speed (m/s)	2.2	Precipitation Freq (Days)	74
Climate Zone	2			Operational Year	2021
Utility Company	Roseville Electric				
CO2 Intensity (lb/MW hr)	531.85	CH4 Intensity (lb/MW hr)	0.029	N2O Intensity (lb/MW hr)	0.006

1.3 User Entered Comments & Non-Default Data

Plaza at Blue Oaks - Placer-Sacramento County, Winter

Project Characteristics - Start of construction and operational year are estimates. CO2 intensity factor adjusted to reflect R.E.'s anticipated progress towards statewide RPS goals.

Land Use - Unit amounts based on proposed site plan.

Architectural Coating - Low VOC paint.

Vehicle Trips - Non-residential project not anticipated to increase vmt so no mobile analysis is required.

Area Coating - Low VOC.

Energy Use -

Sequestration - based on landscape plan.

Area Mitigation -

Mobile Commute Mitigation -

Water Mitigation -

Plaza at Blue Oaks - Placer-Sacramento County, Winter

Table Name	Column Name	Default Value	New Value
tblArchitecturalCoating	EF_Nonresidential_Exterior	100.00	50.00
tblArchitecturalCoating	EF_Nonresidential_Interior	100.00	50.00
tblArchitecturalCoating	EF_Parking	100.00	50.00
tblAreaCoating	Area_EF_Nonresidential_Exterior	100	50
tblAreaCoating	Area_EF_Nonresidential_Interior	100	50
tblAreaCoating	Area_EF_Parking	100	50
tblAreaMitigation	UseLowVOCPaintParkingCheck	False	True
tblProjectCharacteristics	CO2IntensityFactor	793.8	531.85
tblSequestration	NumberOfNewTrees	0.00	373.00
tblVehicleTrips	ST_TR	204.47	0.00
tblVehicleTrips	ST_TR	49.97	0.00
tblVehicleTrips	ST_TR	177.59	0.00
tblVehicleTrips	SU_TR	166.88	0.00
tblVehicleTrips	SU_TR	25.24	0.00
tblVehicleTrips	SU_TR	166.44	0.00
tblVehicleTrips	WD_TR	542.60	0.00
tblVehicleTrips	WD_TR	42.70	0.00
tblVehicleTrips	WD_TR	102.24	0.00

2.0 Emissions Summary

Plaza at Blue Oaks - Placer-Sacramento County, Winter

2.1 Overall Construction (Maximum Daily Emission)

Unmitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2020	4.1441	42.4655	22.1475	0.0410	18.2141	2.1984	20.4125	9.9699	2.0225	11.9924	0.0000	3,995.177 1	3,995.177 1	1.1951	0.0000	4,012.305 7
2021	21.7856	20.9670	18.9940	0.0407	0.7932	0.9702	1.7634	0.2152	0.9122	1.1274	0.0000	3,969.798 4	3,969.798 4	0.6742	0.0000	3,986.654 2
Maximum	21.7856	42.4655	22.1475	0.0410	18.2141	2.1984	20.4125	9.9699	2.0225	11.9924	0.0000	3,995.177 1	3,995.177 1	1.1951	0.0000	4,012.305 7

Mitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2020	4.1441	42.4655	22.1475	0.0410	18.2141	2.1984	20.4125	9.9699	2.0225	11.9924	0.0000	3,995.177 1	3,995.177 1	1.1951	0.0000	4,012.305 7
2021	21.7856	20.9670	18.9940	0.0407	0.7932	0.9702	1.7634	0.2152	0.9122	1.1274	0.0000	3,969.798 4	3,969.798 4	0.6742	0.0000	3,986.654 2
Maximum	21.7856	42.4655	22.1475	0.0410	18.2141	2.1984	20.4125	9.9699	2.0225	11.9924	0.0000	3,995.177 1	3,995.177 1	1.1951	0.0000	4,012.305 7

[illegible]

Plaza at Blue Oaks - Placer-Sacramento County, Winter

2.2 Overall Operational**Unmitigated Operational**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	1.8649	1.9000e-004	0.0205	0.0000		7.0000e-005	7.0000e-005		7.0000e-005	7.0000e-005		0.0437	0.0437	1.2000e-004		0.0466
Energy	0.0560	0.5091	0.4276	3.0500e-003		0.0387	0.0387		0.0387	0.0387		610.8915	610.8915	0.0117	0.0112	614.5218
Mobile	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Total	1.9209	0.5093	0.4481	3.0500e-003	0.0000	0.0388	0.0388	0.0000	0.0388	0.0388		610.9352	610.9352	0.0118	0.0112	614.5683

Mitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	1.7365	1.9000e-004	0.0205	0.0000		7.0000e-005	7.0000e-005		7.0000e-005	7.0000e-005		0.0437	0.0437	1.2000e-004		0.0466
Energy	0.0560	0.5091	0.4276	3.0500e-003		0.0387	0.0387		0.0387	0.0387		610.8915	610.8915	0.0117	0.0112	614.5218
Mobile	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Total	1.7925	0.5093	0.4481	3.0500e-003	0.0000	0.0388	0.0388	0.0000	0.0388	0.0388		610.9352	610.9352	0.0118	0.0112	614.5683

Plaza at Blue Oaks - Placer-Sacramento County, Winter

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction	6.69	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

3.0 Construction Detail**Construction Phase**

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Demolition	Demolition	9/1/2020	9/28/2020	5	20	
2	Site Preparation	Site Preparation	9/29/2020	10/5/2020	5	5	
3	Grading	Grading	10/6/2020	10/15/2020	5	8	
4	Building Construction	Building Construction	10/16/2020	9/2/2021	5	230	
5	Paving	Paving	9/3/2021	9/28/2021	5	18	
6	Architectural Coating	Architectural Coating	9/29/2021	10/22/2021	5	18	

Acres of Grading (Site Preparation Phase): 0**Acres of Grading (Grading Phase): 4****Acres of Paving: 2.5****Residential Indoor: 0; Residential Outdoor: 0; Non-Residential Indoor: 120,441; Non-Residential Outdoor: 40,147; Striped Parking Area: 6,540 (Architectural Coating – sqft)****OffRoad Equipment**

Plaza at Blue Oaks - Placer-Sacramento County, Winter

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Architectural Coating	Air Compressors	1	6.00	78	0.48
Paving	Cement and Mortar Mixers	2	6.00	9	0.56
Demolition	Concrete/Industrial Saws	1	8.00	81	0.73
Demolition	Excavators	3	8.00	158	0.38
Building Construction	Cranes	1	7.00	231	0.29
Building Construction	Forklifts	3	8.00	89	0.20
Grading	Excavators	1	8.00	158	0.38
Paving	Pavers	1	8.00	130	0.42
Paving	Rollers	2	6.00	80	0.38
Demolition	Rubber Tired Dozers	2	8.00	247	0.40
Grading	Rubber Tired Dozers	1	8.00	247	0.40
Building Construction	Tractors/Loaders/Backhoes	3	7.00	97	0.37
Building Construction	Generator Sets	1	8.00	84	0.74
Grading	Tractors/Loaders/Backhoes	3	8.00	97	0.37
Paving	Tractors/Loaders/Backhoes	1	8.00	97	0.37
Site Preparation	Tractors/Loaders/Backhoes	4	8.00	97	0.37
Grading	Graders	1	8.00	187	0.41
Paving	Paving Equipment	2	6.00	132	0.36
Site Preparation	Rubber Tired Dozers	3	8.00	247	0.40
Building Construction	Welders	1	8.00	46	0.45

Trips and VMT

Plaza at Blue Oaks - Placer-Sacramento County, Winter

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Demolition	6	15.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Site Preparation	7	18.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Grading	6	15.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	9	71.00	31.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Paving	8	20.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Architectural Coating	1	14.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT

3.1 Mitigation Measures Construction

3.2 Demolition - 2020

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	3.3121	33.2010	21.7532	0.0388		1.6587	1.6587		1.5419	1.5419		3,747.7049	3,747.7049	1.0580		3,774.1536
Total	3.3121	33.2010	21.7532	0.0388		1.6587	1.6587		1.5419	1.5419		3,747.7049	3,747.7049	1.0580		3,774.1536

Plaza at Blue Oaks - Placer-Sacramento County, Winter

3.2 Demolition - 2020**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0563	0.0401	0.3943	1.1000e-003	0.1232	7.8000e-004	0.1240	0.0327	7.2000e-004	0.0334		109.3237	109.3237	2.7400e-003		109.3922
Total	0.0563	0.0401	0.3943	1.1000e-003	0.1232	7.8000e-004	0.1240	0.0327	7.2000e-004	0.0334		109.3237	109.3237	2.7400e-003		109.3922

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	3.3121	33.2010	21.7532	0.0388		1.6587	1.6587		1.5419	1.5419	0.0000	3,747.7049	3,747.7049	1.0580		3,774.1536
Total	3.3121	33.2010	21.7532	0.0388		1.6587	1.6587		1.5419	1.5419	0.0000	3,747.7049	3,747.7049	1.0580		3,774.1536

Plaza at Blue Oaks - Placer-Sacramento County, Winter

3.2 Demolition - 2020**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0563	0.0401	0.3943	1.1000e-003	0.1232	7.8000e-004	0.1240	0.0327	7.2000e-004	0.0334		109.3237	109.3237	2.7400e-003		109.3922
Total	0.0563	0.0401	0.3943	1.1000e-003	0.1232	7.8000e-004	0.1240	0.0327	7.2000e-004	0.0334		109.3237	109.3237	2.7400e-003		109.3922

3.3 Site Preparation - 2020**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					18.0663	0.0000	18.0663	9.9307	0.0000	9.9307			0.0000			0.0000
Off-Road	4.0765	42.4173	21.5136	0.0380		2.1974	2.1974		2.0216	2.0216		3,685.1016	3,685.1016	1.1918		3,714.8975
Total	4.0765	42.4173	21.5136	0.0380	18.0663	2.1974	20.2637	9.9307	2.0216	11.9523		3,685.1016	3,685.1016	1.1918		3,714.8975

Plaza at Blue Oaks - Placer-Sacramento County, Winter

3.3 Site Preparation - 2020**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0676	0.0482	0.4732	1.3200e-003	0.1479	9.4000e-004	0.1488	0.0392	8.7000e-004	0.0401		131.1885	131.1885	3.2900e-003		131.2707
Total	0.0676	0.0482	0.4732	1.3200e-003	0.1479	9.4000e-004	0.1488	0.0392	8.7000e-004	0.0401		131.1885	131.1885	3.2900e-003		131.2707

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					18.0663	0.0000	18.0663	9.9307	0.0000	9.9307			0.0000			0.0000
Off-Road	4.0765	42.4173	21.5136	0.0380		2.1974	2.1974		2.0216	2.0216	0.0000	3,685.1016	3,685.1016	1.1918		3,714.8975
Total	4.0765	42.4173	21.5136	0.0380	18.0663	2.1974	20.2637	9.9307	2.0216	11.9523	0.0000	3,685.1016	3,685.1016	1.1918		3,714.8975

Plaza at Blue Oaks - Placer-Sacramento County, Winter

3.3 Site Preparation - 2020**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0676	0.0482	0.4732	1.3200e-003	0.1479	9.4000e-004	0.1488	0.0392	8.7000e-004	0.0401		131.1885	131.1885	3.2900e-003		131.2707
Total	0.0676	0.0482	0.4732	1.3200e-003	0.1479	9.4000e-004	0.1488	0.0392	8.7000e-004	0.0401		131.1885	131.1885	3.2900e-003		131.2707

3.4 Grading - 2020**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					6.5523	0.0000	6.5523	3.3675	0.0000	3.3675			0.0000			0.0000
Off-Road	2.4288	26.3859	16.0530	0.0297		1.2734	1.2734		1.1716	1.1716		2,872.485 1	2,872.485 1	0.9290		2,895.710 6
Total	2.4288	26.3859	16.0530	0.0297	6.5523	1.2734	7.8258	3.3675	1.1716	4.5390		2,872.485 1	2,872.485 1	0.9290		2,895.710 6

Plaza at Blue Oaks - Placer-Sacramento County, Winter

3.4 Grading - 2020**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0563	0.0401	0.3943	1.1000e-003	0.1232	7.8000e-004	0.1240	0.0327	7.2000e-004	0.0334		109.3237	109.3237	2.7400e-003		109.3922
Total	0.0563	0.0401	0.3943	1.1000e-003	0.1232	7.8000e-004	0.1240	0.0327	7.2000e-004	0.0334		109.3237	109.3237	2.7400e-003		109.3922

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					6.5523	0.0000	6.5523	3.3675	0.0000	3.3675			0.0000			0.0000
Off-Road	2.4288	26.3859	16.0530	0.0297		1.2734	1.2734		1.1716	1.1716	0.0000	2,872.485 1	2,872.485 1	0.9290		2,895.710 6
Total	2.4288	26.3859	16.0530	0.0297	6.5523	1.2734	7.8258	3.3675	1.1716	4.5390	0.0000	2,872.485 1	2,872.485 1	0.9290		2,895.710 6

Plaza at Blue Oaks - Placer-Sacramento County, Winter

3.4 Grading - 2020**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0563	0.0401	0.3943	1.1000e-003	0.1232	7.8000e-004	0.1240	0.0327	7.2000e-004	0.0334		109.3237	109.3237	2.7400e-003		109.3922
Total	0.0563	0.0401	0.3943	1.1000e-003	0.1232	7.8000e-004	0.1240	0.0327	7.2000e-004	0.0334		109.3237	109.3237	2.7400e-003		109.3922

3.5 Building Construction - 2020**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	2.1198	19.1860	16.8485	0.0269		1.1171	1.1171		1.0503	1.0503		2,553.0631	2,553.0631	0.6229		2,568.6345
Total	2.1198	19.1860	16.8485	0.0269		1.1171	1.1171		1.0503	1.0503		2,553.0631	2,553.0631	0.6229		2,568.6345

Plaza at Blue Oaks - Placer-Sacramento County, Winter

3.5 Building Construction - 2020**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.1181	3.6698	0.8020	8.8400e-003	0.2100	0.0164	0.2263	0.0605	0.0157	0.0761		924.6484	924.6484	0.0493		925.8813
Worker	0.2667	0.1900	1.8663	5.2000e-003	0.5833	3.7100e-003	0.5870	0.1547	3.4200e-003	0.1581		517.4656	517.4656	0.0130		517.7900
Total	0.3848	3.8598	2.6684	0.0140	0.7932	0.0201	0.8133	0.2152	0.0191	0.2342		1,442.1140	1,442.1140	0.0623		1,443.6712

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	2.1198	19.1860	16.8485	0.0269		1.1171	1.1171		1.0503	1.0503	0.0000	2,553.0631	2,553.0631	0.6229		2,568.6345
Total	2.1198	19.1860	16.8485	0.0269		1.1171	1.1171		1.0503	1.0503	0.0000	2,553.0631	2,553.0631	0.6229		2,568.6345

Plaza at Blue Oaks - Placer-Sacramento County, Winter

3.5 Building Construction - 2020**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.1181	3.6698	0.8020	8.8400e-003	0.2100	0.0164	0.2263	0.0605	0.0157	0.0761		924.6484	924.6484	0.0493		925.8813
Worker	0.2667	0.1900	1.8663	5.2000e-003	0.5833	3.7100e-003	0.5870	0.1547	3.4200e-003	0.1581		517.4656	517.4656	0.0130		517.7900
Total	0.3848	3.8598	2.6684	0.0140	0.7932	0.0201	0.8133	0.2152	0.0191	0.2342		1,442.1140	1,442.1140	0.0623		1,443.6712

3.5 Building Construction - 2021**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.9009	17.4321	16.5752	0.0269		0.9586	0.9586		0.9013	0.9013		2,553.3639	2,553.3639	0.6160		2,568.7643
Total	1.9009	17.4321	16.5752	0.0269		0.9586	0.9586		0.9013	0.9013		2,553.3639	2,553.3639	0.6160		2,568.7643

Plaza at Blue Oaks - Placer-Sacramento County, Winter

3.5 Building Construction - 2021**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0993	3.3647	0.7154	8.7700e-003	0.2100	7.9600e-003	0.2179	0.0605	7.6100e-003	0.0681		917.1704	917.1704	0.0466		918.3363
Worker	0.2483	0.1702	1.7034	5.0100e-003	0.5833	3.6100e-003	0.5869	0.1547	3.3200e-003	0.1580		499.2641	499.2641	0.0116		499.5537
Total	0.3476	3.5349	2.4188	0.0138	0.7932	0.0116	0.8048	0.2152	0.0109	0.2261		1,416.4345	1,416.4345	0.0582		1,417.8900

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.9009	17.4321	16.5752	0.0269		0.9586	0.9586		0.9013	0.9013	0.0000	2,553.3639	2,553.3639	0.6160		2,568.7643
Total	1.9009	17.4321	16.5752	0.0269		0.9586	0.9586		0.9013	0.9013	0.0000	2,553.3639	2,553.3639	0.6160		2,568.7643

Plaza at Blue Oaks - Placer-Sacramento County, Winter

3.5 Building Construction - 2021**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0993	3.3647	0.7154	8.7700e-003	0.2100	7.9600e-003	0.2179	0.0605	7.6100e-003	0.0681		917.1704	917.1704	0.0466		918.3363
Worker	0.2483	0.1702	1.7034	5.0100e-003	0.5833	3.6100e-003	0.5869	0.1547	3.3200e-003	0.1580		499.2641	499.2641	0.0116		499.5537
Total	0.3476	3.5349	2.4188	0.0138	0.7932	0.0116	0.8048	0.2152	0.0109	0.2261		1,416.4345	1,416.4345	0.0582		1,417.8900

3.6 Paving - 2021**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.0940	10.8399	12.2603	0.0189		0.5788	0.5788		0.5342	0.5342		1,804.5523	1,804.5523	0.5670		1,818.7270
Paving	0.3639					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	1.4578	10.8399	12.2603	0.0189		0.5788	0.5788		0.5342	0.5342		1,804.5523	1,804.5523	0.5670		1,818.7270

Plaza at Blue Oaks - Placer-Sacramento County, Winter

3.6 Paving - 2021**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0699	0.0479	0.4798	1.4100e-003	0.1643	1.0200e-003	0.1653	0.0436	9.4000e-004	0.0445		140.6378	140.6378	3.2600e-003		140.7193
Total	0.0699	0.0479	0.4798	1.4100e-003	0.1643	1.0200e-003	0.1653	0.0436	9.4000e-004	0.0445		140.6378	140.6378	3.2600e-003		140.7193

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.0940	10.8399	12.2603	0.0189		0.5788	0.5788		0.5342	0.5342	0.0000	1,804.5523	1,804.5523	0.5670		1,818.7270
Paving	0.3639					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	1.4578	10.8399	12.2603	0.0189		0.5788	0.5788		0.5342	0.5342	0.0000	1,804.5523	1,804.5523	0.5670		1,818.7270

Plaza at Blue Oaks - Placer-Sacramento County, Winter

3.6 Paving - 2021**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0699	0.0479	0.4798	1.4100e-003	0.1643	1.0200e-003	0.1653	0.0436	9.4000e-004	0.0445		140.6378	140.6378	3.2600e-003		140.7193
Total	0.0699	0.0479	0.4798	1.4100e-003	0.1643	1.0200e-003	0.1653	0.0436	9.4000e-004	0.0445		140.6378	140.6378	3.2600e-003		140.7193

3.7 Architectural Coating - 2021**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	21.5177					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.2189	1.5268	1.8176	2.9700e-003		0.0941	0.0941		0.0941	0.0941		281.4481	281.4481	0.0193		281.9309
Total	21.7366	1.5268	1.8176	2.9700e-003		0.0941	0.0941		0.0941	0.0941		281.4481	281.4481	0.0193		281.9309

Plaza at Blue Oaks - Placer-Sacramento County, Winter

3.7 Architectural Coating - 2021**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0490	0.0336	0.3359	9.9000e-004	0.1150	7.1000e-004	0.1157	0.0305	6.6000e-004	0.0312		98.4465	98.4465	2.2800e-003		98.5035
Total	0.0490	0.0336	0.3359	9.9000e-004	0.1150	7.1000e-004	0.1157	0.0305	6.6000e-004	0.0312		98.4465	98.4465	2.2800e-003		98.5035

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	21.5177					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.2189	1.5268	1.8176	2.9700e-003		0.0941	0.0941		0.0941	0.0941	0.0000	281.4481	281.4481	0.0193		281.9309
Total	21.7366	1.5268	1.8176	2.9700e-003		0.0941	0.0941		0.0941	0.0941	0.0000	281.4481	281.4481	0.0193		281.9309

Plaza at Blue Oaks - Placer-Sacramento County, Winter

3.7 Architectural Coating - 2021**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0490	0.0336	0.3359	9.9000e-004	0.1150	7.1000e-004	0.1157	0.0305	6.6000e-004	0.0312		98.4465	98.4465	2.2800e-003		98.5035
Total	0.0490	0.0336	0.3359	9.9000e-004	0.1150	7.1000e-004	0.1157	0.0305	6.6000e-004	0.0312		98.4465	98.4465	2.2800e-003		98.5035

4.0 Operational Detail - Mobile**4.1 Mitigation Measures Mobile**

Provide Riade Sharing Program

Plaza at Blue Oaks - Placer-Sacramento County, Winter

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Unmitigated	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000

4.2 Trip Summary Information

Land Use	Average Daily Trip Rate			Unmitigated	Mitigated
	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
Convenience Market With Gas Pumps	0.00	0.00	0.00		
Parking Lot	0.00	0.00	0.00		
Regional Shopping Center	0.00	0.00	0.00		
Supermarket	0.00	0.00	0.00		
Total	0.00	0.00	0.00		

4.3 Trip Type Information

Land Use	Miles			Trip %			Trip Purpose %		
	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
Convenience Market With Gas	9.50	7.30	7.30	0.80	80.20	19.00	14	21	65
Parking Lot	9.50	7.30	7.30	0.00	0.00	0.00	0	0	0
Regional Shopping Center	9.50	7.30	7.30	16.30	64.70	19.00	54	35	11
Supermarket	9.50	7.30	7.30	6.50	74.50	19.00	34	30	36

4.4 Fleet Mix

Plaza at Blue Oaks - Placer-Sacramento County, Winter

Land Use	LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
Convenience Market With Gas Pumps	0.494811	0.040252	0.220236	0.128508	0.023782	0.006284	0.029295	0.046215	0.001446	0.001205	0.005961	0.000773	0.001232
Parking Lot	0.494811	0.040252	0.220236	0.128508	0.023782	0.006284	0.029295	0.046215	0.001446	0.001205	0.005961	0.000773	0.001232
Regional Shopping Center	0.494811	0.040252	0.220236	0.128508	0.023782	0.006284	0.029295	0.046215	0.001446	0.001205	0.005961	0.000773	0.001232
Supermarket	0.494811	0.040252	0.220236	0.128508	0.023782	0.006284	0.029295	0.046215	0.001446	0.001205	0.005961	0.000773	0.001232

5.0 Energy Detail

Historical Energy Use: N

5.1 Mitigation Measures Energy

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
NaturalGas Mitigated	0.0560	0.5091	0.4276	3.0500e-003		0.0387	0.0387		0.0387	0.0387		610.8915	610.8915	0.0117	0.0112	614.5218
NaturalGas Unmitigated	0.0560	0.5091	0.4276	3.0500e-003		0.0387	0.0387		0.0387	0.0387		610.8915	610.8915	0.0117	0.0112	614.5218

Plaza at Blue Oaks - Placer-Sacramento County, Winter

5.2 Energy by Land Use - NaturalGas**Unmitigated**

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day										lb/day					
Convenience Market With Gas Pumps	54.304	5.9000e-004	5.3200e-003	4.4700e-003	3.0000e-005		4.0000e-004	4.0000e-004		4.0000e-004	4.0000e-004		6.3887	6.3887	1.2000e-004	1.2000e-004	6.4267
Parking Lot	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Regional Shopping Center	1397.59	0.0151	0.1370	0.1151	8.2000e-004		0.0104	0.0104		0.0104	0.0104		164.4222	164.4222	3.1500e-003	3.0100e-003	165.3993
Supermarket	3740.68	0.0403	0.3667	0.3081	2.2000e-003		0.0279	0.0279		0.0279	0.0279		440.0806	440.0806	8.4300e-003	8.0700e-003	442.6958
Total		0.0560	0.5091	0.4276	3.0500e-003		0.0387	0.0387		0.0387	0.0387		610.8915	610.8915	0.0117	0.0112	614.5218

Plaza at Blue Oaks - Placer-Sacramento County, Winter

5.2 Energy by Land Use - NaturalGas**Mitigated**

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day										lb/day					
Convenience Market With Gas Pumps	0.054304	5.9000e-004	5.3200e-003	4.4700e-003	3.0000e-005		4.0000e-004	4.0000e-004		4.0000e-004	4.0000e-004		6.3887	6.3887	1.2000e-004	1.2000e-004	6.4267
Parking Lot	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Regional Shopping Center	1.39759	0.0151	0.1370	0.1151	8.2000e-004		0.0104	0.0104		0.0104	0.0104		164.4222	164.4222	3.1500e-003	3.0100e-003	165.3993
Supermarket	3.74068	0.0403	0.3667	0.3081	2.2000e-003		0.0279	0.0279		0.0279	0.0279		440.0806	440.0806	8.4300e-003	8.0700e-003	442.6958
Total		0.0560	0.5091	0.4276	3.0500e-003		0.0387	0.0387		0.0387	0.0387		610.8915	610.8915	0.0117	0.0112	614.5218

6.0 Area Detail**6.1 Mitigation Measures Area**

Use Low VOC Paint - Non-Residential Interior

Use Low VOC Paint - Non-Residential Exterior

Use Low VOC Cleaning Supplies

Plaza at Blue Oaks - Placer-Sacramento County, Winter

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	1.7365	1.9000e-004	0.0205	0.0000		7.0000e-005	7.0000e-005		7.0000e-005	7.0000e-005		0.0437	0.0437	1.2000e-004		0.0466
Unmitigated	1.8649	1.9000e-004	0.0205	0.0000		7.0000e-005	7.0000e-005		7.0000e-005	7.0000e-005		0.0437	0.0437	1.2000e-004		0.0466

6.2 Area by SubCategory

Unmitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	0.1061					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	1.7569					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Landscaping	1.9100e-003	1.9000e-004	0.0205	0.0000		7.0000e-005	7.0000e-005		7.0000e-005	7.0000e-005		0.0437	0.0437	1.2000e-004		0.0466
Total	1.8649	1.9000e-004	0.0205	0.0000		7.0000e-005	7.0000e-005		7.0000e-005	7.0000e-005		0.0437	0.0437	1.2000e-004		0.0466

Plaza at Blue Oaks - Placer-Sacramento County, Winter

6.2 Area by SubCategory**Mitigated**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	0.1061					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	1.6284					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Landscaping	1.9100e-003	1.9000e-004	0.0205	0.0000		7.0000e-005	7.0000e-005		7.0000e-005	7.0000e-005		0.0437	0.0437	1.2000e-004		0.0466
Total	1.7365	1.9000e-004	0.0205	0.0000		7.0000e-005	7.0000e-005		7.0000e-005	7.0000e-005		0.0437	0.0437	1.2000e-004		0.0466

7.0 Water Detail**7.1 Mitigation Measures Water**

Use Water Efficient Landscaping

8.0 Waste Detail**8.1 Mitigation Measures Waste****9.0 Operational Offroad**

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

Plaza at Blue Oaks - Placer-Sacramento County, Winter

Fire Pumps and Emergency Generators

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

Equipment Type	Number	Heat Input/Day	Heat Input/Year	Boiler Rating	Fuel Type
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User Defined Equipment

Equipment Type	Number
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11.0 Vegetation

**DEVELOPMENT SERVICES DEPARTMENT – PLANNING DIVISION**

311 Vernon Street, Roseville, CA 95678 (916) 774-5276

MEMORANDUM

To: Planning Commission**From:** Kinarik Shallow, Associate Planner**Date:** May 13, 2020**Re:** Placer County Air Pollution Control District – Air Quality Permit Regulations

The purpose of this memorandum is to provide additional information regarding Placer County Air Pollution Control District (PCAPCD)'s rules and regulations related to air quality permits. Air quality impacts of the Plaza at Blue Oaks project were evaluated in the Initial Study prepared for the project, which determined that compliance with these rules and regulations would ensure impacts would be less than significant. The PCAPCD permit process ensures that the required local, state, and federal standards are adhered to as it relates to air quality impacts, and that no permit is provided if PCAPCD significance thresholds are exceeded. The applicable PCAPCD permit requirements, rules and regulations are included as Attachments 1-3, below.

Attachments

1. PCAPCD Air Quality Permitting
2. Rule 501 General Permit Requirements
3. PCAPCD Advisory Notice for Gasoline Dispensing Facilities

PCAPCD Air Quality Permitting

State law gives local air pollution control districts “the primary responsibility for control of air pollution from all sources, other than emissions from motor vehicles.” (Health & Safety Code, § 40000.) Pursuant to this authority, the Placer County APCD requires that gas stations obtain a permit known as an “Authority to Construct” prior to building the facility and another annual permit known as a “Permit to Operate” before dispensing gasoline. The APCD’s Rules and Regulations require denial of these permits if the proposed gas station’s air emissions would violate federal, State or local air quality standards. (Placer County APCD, Rules and Regulations, Rule 501, § 303, and Rule 502, § 408.) In addition to controlling the emission of various “criteria pollutants,” the APCD’s permits will address any potential emission of Toxic Air Contaminants from gas stations, including benzene. The APCD will review the proposed “annual throughput” for the gas station and will place any necessary restrictions on the operation to ensure that the facility’s emissions of TACs do not exceed the APCD’s established “health risk” threshold of 10 in 1 million. (See PCAPCD Advisory Notice for Gasoline Dispensing Facilities) Notably, this “10 in 1 million” threshold is identical to the APCD’s CEQA threshold of significance for TACs. Accordingly, it can be said with certainty that a gas station which must obtain an Authority to Construct and Permit to Operate from APCD will not result in any significant TAC emission impacts.

RULE 501 GENERAL PERMIT REQUIREMENTS

Adopted 12-08-70

(Amended 05-09-72, 11-12-74, 05-24-77, 06-19-79, 09-21-93, 11-03-94, 12-09-04, 8-12-10)

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100 GENERAL

101 PURPOSE: To provide an orderly procedure for the review of new sources of air pollution and modification and operation of existing sources through the issuance of permits. Procedures for issuing, modifying, or renewing Title V Permits to Operate for stationary sources that are subject to Rule 507, FEDERAL OPERATING PERMIT PROGRAM, shall also be consistent with the procedures specified in that rule.

102 EXEMPTION RECORDKEEPING: Records must be maintained to substantiate the following exemptions. Records must be maintained on site and made available to the District upon request.

110 EXEMPTION, GENERAL: An Authority to Construct and Permit to Operate shall not be required for the equipment listed in Sections 111 to 122, unless an emissions unit is:

110.1 Subject to New Source Performance Standards, except engines less than 50 horsepower subject to NSPS JJJJ, Standards of Performance for Stationary Spark Ignition ICE; or

110.2 Subject to National Emission Standards for Hazardous Air Pollutants; or

110.3 Subject to the requirements of Rule 507, FEDERAL OPERATING PERMIT PROGRAM; or

110.4 Emits, in levels deemed appropriate for review by the Air Pollution Control Officer, substances identified as a toxic air contaminant or which are under review pursuant to Health and Safety Code Section 39650 et seq.; or

110.5 The Air Pollution Control Officer makes a determination that the emission unit may not operate in compliance with the District Rules and Regulations; or

110.6 An emissions unit or stationary source for which emission reduction credits have been requested or granted in accordance with Rule 504, EMISSION REDUCTION CREDITS.

110.7 An otherwise exempt piece of equipment that is part of a process that requires a permit.

111 EXEMPTION, MOBILE SOURCES:

111.1 Engines used to propel mobile equipment or a motor vehicle of any kind, but not including any article, machine, equipment or other contrivance mounted on such a vehicle that would otherwise require a permit under the provisions of these rules and regulations.

111.2 Locomotives, airplanes and watercraft used to transport passengers or freight. This exemption shall not apply to equipment used for dredging of waterways or equipment used in pile driving adjacent to or in waterways.

112 EXEMPTION, COMBUSTION AND HEAT TRANSFER EQUIPMENT:

112.1 Internal combustion engines with a manufacturer's maximum continuous rating of 50 brake horsepower or less or gas turbine engines with a maximum heat input rate of 3,000,000 British Thermal Units (Btu) per hour or less at ISO standard day conditions (288 degrees Kelvin, 60 percent relative humidity, and 101.3

kilopascals pressure). The ratings of all engines or turbines used in the same process will be accumulated to determine whether this exemption applies.

112.2 Any combustion equipment that has a maximum heat input of less than 1,000,000 Btu per hour (gross) and is equipped to be fired exclusively with natural gas, liquefied petroleum gas or any combination thereof. The ratings of all combustion equipment used in the same process will be accumulated to determine whether this exemption applies.

113 EXEMPTION, RESIDENTIAL STRUCTURES: Equipment utilized exclusively in connection with any structure, when the structure is designed for and used exclusively as a dwelling for not more than four families.

114 EXEMPTION, AGRICULTURAL OPERATIONS: Equipment used exclusively in the growing of agricultural crops, or in the commercial raising of fowl or other animals. This exemption does not apply to an agricultural source, as defined in this Rule, that is:

114.1 A Major Stationary Source or Major Modification, as defined in Rule 502, NEW SOURCE REVIEW, or

114.2 A stationary source that emits in any 12-month period air contaminant emissions equal to or more than the following quantities of emissions:

- a. 50 percent of the major source thresholds for regulated air pollutants (excluding HAPs);
- b. 5 tons per year of a single HAP;
- c. 12.5 tons per year of any combination of HAPs; and
- d. 50 percent of any lesser threshold for a single HAP as the U.S. EPA may establish by rule.

115 EXEMPTION, COOLING SYSTEMS AND VACUUM CLEANING: Refrigeration, air conditioning, ventilating, or vacuum cleaning systems not designed to remove air contaminants generated by equipment which would require a permit under these rules and regulations.

116 EXEMPTION, COOLING TOWERS: Water cooling towers that have a circulation rate of less than 10,000 gallons per minute and which are not used for the cooling of process water, water from barometric jets, or water from barometric condensers.

117 EXEMPTION, STORAGE AND TRANSFER: Tanks, reservoirs, vessels or other containers and their associated dispensing, pumping and compression systems used exclusively for the storage of:

117.1 Liquefied or compressed gases.

117.2 Unheated organic materials with an initial boiling point of 150 degrees Celsius (302 degrees Fahrenheit) or greater, as determined by the testing procedure specified in Section 501.2, or with an organic vapor pressure of 5 mm Hg (0.1 psia) or less at 20°C, as determined by the testing procedure specified in Section 501.3.

117.3 Organic liquids with a vapor pressure of 77.5 mm Hg (1.5 psia) or less at 20°C, as determined by the testing procedure specified in Section 501.3, stored in containers having a capacity of 23,000 liters (6076 gallons or less). Equipment used exclusively for the transfer of organic liquids with a vapor pressure of 77.5 mm Hg (1.5 psia) at 20°C to or from storage.

117.4 Unheated solvent dispensing containers of 380 liters (100 gallons) capacity or less.

118 EXEMPTION, SURFACE COATING AND PREPARATION:

118.1 Water solution containing no more than two percent volatile organic compounds by weight for surface preparation, cleaning, stripping, etching (other than chemical milling) or the electrolytic plating with electrolytic polishing of, or the electrolytic stripping of brass, bronze, cadmium, copper, iron lead, nickel, tin, zinc, and precious metals.

118.2 Surface coating operations using a combined total of one gallon per day or less of coating material and solvent.

118.3 Unheated non-conveyorized solvent rinsing containers or unheated non-conveyorized coating dip tanks of 380 liters (100 gallons) capacity or less with an open surface area of one square meter (11 square feet) or less providing no more than 25 gallons of solvent are evaporated or lost to the atmosphere from all such equipment per calendar year.

119 EXEMPTION, FOOD PROCESSING: The following processing equipment for food or other human consumables and exhaust systems or collectors serving exclusively such equipment:

119.1 Used in eating establishments for the purpose of preparing food for human consumption.

119.2 Smokehouses in which the maximum horizontal inside cross sectional area does not exceed 2 square meters (21.5 square feet).

119.3 Mixers and blenders used in bakeries.

119.4 Confection cookers.

119.5 Used exclusively to grind, blend or package tea, cocoa, spices, or roasted coffee.

120 EXEMPTION, LABORATORY EQUIPMENT: Laboratory equipment used exclusively for chemical or physical analysis and bench scale tests, including associated vacuum-producing equipment.

121 EXEMPTION, REPAIRS AND MAINTENANCE: Repairs or maintenance not involving changes to any equipment for which a permit has been granted under Section 301 of this rule.

122 EXEMPTION, OTHER EQUIPMENT: Unless subject to the requirements of Rule 507, FEDERAL OPERATING PERMIT PROGRAM, other equipment authorized for exemption by the Air Pollution Control Officer and which would emit less than 2 pounds in any 24 hour period of any pollutants without the benefit of air pollution control devices.

200 DEFINITIONS: Unless otherwise defined below, the terms used in this rule are defined in Rule 502, NEW SOURCE REVIEW; Rule 504, EMISSIONS REDUCTION CREDITS; and Rule 102, DEFINITIONS; and apply in hierarchical order.

201 ADMINISTRATIVE PERMIT AMENDMENT: An amendment to a Permit to Operate which:

- 201.1 Corrects a typographical error; or
- 201.2 Identifies a minor administrative change at the stationary source; for example, a change in the name, address, or phone number of any person identified in the permit; or
- 201.3 Requires more frequent monitoring or reporting by a responsible official of the stationary source; or
- 202 AGRICULTURAL SOURCE OF AIR POLLUTION OR AGRICULTURAL SOURCE:** A source of air pollution or a group of sources used in the production of crops, or the raising of fowl or animals located on contiguous property under common ownership or control, including, but not limited to the following criteria:
- 202.1 Is a confined animal facility, including, but not limited to, any structure, building, installation, barn, corral, coop, feed storage area, milking parlor, or system for the collection, storage, treatment, and distribution of liquid and solid manure, if domesticated animals, including, but not limited to, cattle, calves, horses, sheep, goats, swine, rabbits, chickens, turkeys, or ducks are corralled, penned, or otherwise caused to remain in restricted areas for commercial agricultural purposes and feeding is by means other than grazing.
- 202.2 Is an internal combustion engine used in the production of crops or the raising of fowl or animals, including, but not limited to, an engine subject to Section 41750 of the California Health & Safety Code, except an engine that is used to propel implements of husbandry, as that term is defined in Section 36000 of the Vehicle Code, as that section existed on January 1, 2003.
- 203 ANNIVERSARY DATE:** The day and month of issuance of a Permit to Operate and that same day and month of each succeeding year.
- 204 APPLICABLE REQUIREMENTS:** Air quality requirements with which a facility must comply pursuant to the District's regulations, codes of California statutory law, the Federal Clean Air Act as amended in 1990 and implementing regulations, other provisions of the United States Code, and the Code of Federal Regulations.
- 205 AUTHORITY TO CONSTRUCT:** A preconstruction permit authorizing construction prior to the starting of construction and conforming to the requirements of Rule 502, NEW SOURCE REVIEW.
- 206 COMMENCE:** As applied to construction, means that the owner or operator has all of the necessary permits or approvals required under state and federal air quality control laws, District Rules and Regulations, and those air quality control laws and regulations which are part of the California State Implementation Plan, and has:
- 206.1 Begun, or caused to begin, a continuous program of on-site construction of the source, to be completed in a reasonable time; or
- 206.2 Entered into binding agreements or contractual obligations which cannot be canceled or modified without substantial loss to the owner or operator, to undertake a program of actual construction of the source to be completed within a reasonable time.
- 207 CONTIGUOUS PROPERTY:** Two or more parcels of land with a common boundary or separated solely by a public roadway or other public right-of-way.

- 208 EMISSIONS UNIT:** An identifiable operation or piece of process equipment such as an article, machine, or other contrivance which controls, emits, may emit, or results in the emissions of any air pollutant directly or as fugitive emissions.
- 209 REGULATED POLLUTANT:** A pollutant for which an Ambient Air Quality Standard has been established by the EPA or by the California Air Resources Board (ARB), and the precursors to such pollutants.
- 210 RESPONSIBLE OFFICIAL:** An individual with the authority to certify that a source complies with all applicable requirements, including the conditions of permits issued to sources in accordance with Regulation 5, PERMITS. A "responsible official" means one of the following:
- 210.1 For a corporation, a president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation, or a duly authorized representative of such person if the representative is responsible for the overall operation of one or more manufacturing, production, or operating facilities applying for or subject to a permit and either:
 - 210.1.1 The facilities employ more than 250 persons or have gross annual sales or expenditures exceeding \$25 million (in second quarter 1980 dollars); or
 - 210.1.2 The delegation of authority to such representative is approved in advance by the Air Pollution Control Officer;
 - 210.2 For a partnership or sole proprietorship, a general partner or the proprietor, respectively; or
 - 210.3 For a municipality, state, federal, or other public agency, either a principal executive officer or a ranking elected official; or
 - 210.4 For an acid rain unit subject to Title IV (Acid Deposition Control) of the Clean Air Act, the "responsible official" is the designated representative of that unit for any purposes under Title IV and Rule 507, FEDERAL OPERATING PERMIT PROGRAM.
- 211 STARTUP:** means the setting in operation of a stationary source or emission unit for any purpose.
- 212 STATIONARY SOURCE (SOURCE OR FACILITY):** Any building, structure, facility, or emissions unit which emits or may emit any regulated pollutant directly or as fugitive emissions.
- 212.1 Building, structure, facility, or emissions unit includes all pollutant emitting activities which:
 - 212.1.1 Belong to the same industrial grouping; and
 - 212.1.2 Are located on one property or on two or more contiguous properties; and
 - 212.1.3 Are under the same or common ownership, operation, or control or which are owned or operated by entities which are under common control.

212.2 Pollutant emitting activities shall be considered as part of the same industrial grouping if:

212.2.1 They belong to the same two-digit standard industrial classification code under the system described in the 1987 Standard Industrial Classification Manual; or

212.2.2 They are part of a common production process. (Common production process includes industrial processes, manufacturing processes and any connected processes involving a common material.)

212.3 The emissions of cargo carriers associated with the stationary source shall be considered emissions from the stationary source to the extent that emission reductions from these cargo carriers are proposed as offsets.

213 TITLE V PERMITS: A permit issued, denied, renewed, amended, or reopened pursuant to Rule 507, FEDERAL OPERATING PERMIT PROGRAM, and the Federal Clean Air Act as amended in 1990 (42 U.S.C. Section 7401 et seq.), and Part 70 Code of Federal Regulations, "State Operating Permit Programs".

300 STANDARDS

301 AUTHORITY TO CONSTRUCT: Any person building, erecting, placing on site, altering or replacing any article, machine, equipment or other contrivance, the use of which may cause, eliminate, reduce, or control the issuance of air contaminants, shall first obtain authorization for such construction from the Air Pollution Control Officer (APCO) as specified in Section 403 of this rule. The emissions unit(s) shall not commence operation until the Air Pollution Control Officer takes final action to approve the Authority to Construct. After the emissions unit(s) commence operation, the Authority to Construct may remain in effect as a Temporary Permit to Operate until a Permit to Operate the equipment is granted or denied or the application is canceled.

301.1 An Authority to Construct, unless extended, shall expire no later than one year following the construction completion date given by the applicant, or no later than two years following the date of permit issuance, whichever occurs first.

301.2 If a written request to extend the Authority to Construct is received by the Air Pollution Control Officer prior to the expiration of the Authority to Construct, an extension may be granted for up to two years if the Air Pollution Control Officer determines that: (1) commencement of construction has occurred, and a good faith effort to complete the project has been made; and (2) the parameters of the project remain the same as in the initial application.

301.3 The Air Pollution Control Officer shall be notified of the anticipated date of initial startup or operation of any permitted emission unit.

301.4 The Air Pollution Control Officer shall be notified of the actual date of initial startup within five (5) days after such date.

302 PERMIT TO OPERATE: Any person operating an emission unit, shall first obtain a written permit from the Air Pollution Control Officer.

303 STANDARDS FOR GRANTING APPLICATIONS:

303.1 The Air Pollution Control Officer shall deny an Authority to Construct or Permit to Operate, except as provided in Rule 502, NEW SOURCE REVIEW, if the

applicant does not show that every emission unit is so designed, controlled, equipped, and operated with such air pollution control equipment that it may be shown to operate without emitting or without causing to be emitted air contaminants in violation of these rules and regulations or of such state or federal statutes as may be enforceable by the Air Pollution Control Officer on the date the application is deemed complete.

303.2 No Permit to Operate shall be granted, either by the Air Pollution Control Officer or the Hearing Board, for any emission unit which has been constructed or installed without authorization as required by Section 301 of this rule, until:

303.2.1 The information necessary to enable the Air Pollution Control Officer to make the determination required by Section 303 of this rule and Rule 502, NEW SOURCE REVIEW is presented to the Air Pollution Control Officer; and

303.2.2 Such emission unit is altered, if necessary, and made to conform to the standards set forth in Section 303 of this rule, elsewhere in these rules and regulations, and in the California Health and Safety Code.

303.3 In acting upon a Permit to Operate, if the Air Pollution Control Officer finds that the emission unit has not been constructed in accordance with the Authority to Construct, he or she shall deny the Permit to Operate. The Air Pollution Control Officer shall not accept any further application for a Permit to Operate the emission unit so constructed until he or she finds that the emission unit has been reconstructed in accordance with the Authority to Construct.

303.4 The Air Pollution Control Officer shall require enforceable emission limitations as permit conditions in Authorities to Construct and Permits to Operate to assure the permanence of surplus actual emissions reductions applied for use as internal reductions or emission reduction credits in accordance with Rule 502, NEW SOURCE REVIEW and Rule 504, EMISSION REDUCTION CREDITS.

303.5 The Air Pollution Control Officer shall determine that an applicant for an authority to construct or modify a potential source of air contaminants located within 1,000 feet from the outer boundary of a school has complied with the applicable requirements of California Health and Safety Code Section 42301.6, preparation and distribution of a public notice, prior to approving an application for an Authority to Construct permit.

303.6 Approval to construct shall not relieve any owner or operator of the responsibility to comply fully with all applicable requirements, including applicable provisions of the California State Implementation Plan, District Rules and Regulations, or State or Federal law.

303.7 The Air Pollution Control Officer shall require the applicant, as a condition of the Authority to Construct, to comply with the requirements of California Health and Safety Code Part 6, (Section 44300 et seq.), Air Toxics "Hot Spots" Information and Assessment Act.

304 PROVISION OF SAMPLING AND TESTING FACILITIES: In addition to the monitoring and testing required to comply with state or federal laws or regulations, the Air Pollution Control Officer may, upon reasonable written notice or before an Authority to Construct or Permit to Operate is granted, require the applicant or the owner or operator of any emission unit to:

- 304.1 Provide and maintain such facilities as are necessary for sampling and testing purposes in order to secure information that will disclose the nature, extent, quantity or degree of air contaminants discharged into the atmosphere from the equipment in question. In the event of such a requirement, the Air Pollution Control Officer shall notify the applicant in writing of the required size, number and location of sampling holes; the size and location of the sampling platform; the access to the sampling platform; and the utilities for operating the sampling, testing, and air monitoring equipment. Such platform and access shall be constructed in accordance with the applicable General Industry Safety Orders of the State of California.
- 304.2 Provide and maintain sampling and monitoring apparatus to measure emissions of air contaminants.
- 304.2.1 Continuous emission monitoring systems, as a minimum, shall be installed to meet the performance specifications required, by Section 502 of this rule.
- 304.2.2 A violation of emission standards of these rules, as shown by the continuous emission monitoring system, shall be reported by the owner or operator to the Air Pollution Control Officer within 96 hours, or such earlier time as may be required by Rule 404, UPSET CONDITIONS, BREAKDOWN AND SCHEDULED MAINTENANCE.
- 304.2.3 In the event of a breakdown of monitoring equipment, the owner or operator shall notify the Air Pollution Control Officer within 48 hours and shall initiate repairs. The owner or operator shall inform the Air Pollution Control Officer of the intent to shutdown any monitoring equipment at least 24 hours prior to the event.
- 304.2.4 Compliance with the subsections above, does not exempt the owner or operator from applicable provisions of Rule 404, UPSET CONDITIONS, BREAKDOWN AND SCHEDULED MAINTENANCE, the emergency provisions of Rule 507, FEDERAL OPERATING PERMIT PROGRAM, pursuant to 40 CFR 70.6(g), or the separate reporting requirements of other federal regulations to which the stationary source or emissions unit is subject.
- 304.3 If the Air Pollution Control Officer determines that technological or economic limitations on the application of measurement methodology to a particular class of sources would make the imposition of a numerical emission standard infeasible, the Air Pollution Control Officer may instead prescribe a design, operational, or equipment standard. In such cases, the Air Pollution Control Officer may require the installation or modification of process monitoring devices such that the design characteristics or equipment will be properly maintained, or that the operational conditions will be properly performed, so as to continuously achieve the assumed degree of control. To the extent applicable, reporting requirements for process monitors shall be the same as for continuous emission monitoring systems.
- 304.4 A person operating or using a continuous emission monitoring system shall, upon written notice from the Air Pollution Control Officer, provide a summary of the data obtained from such systems. This summary of the data shall be in the form and manner prescribed by the Air Pollution Control Officer. The summary of data shall be available for public inspection at the office of the Air Pollution Control District. Records from the monitoring equipment shall be kept by the owner or

operator for a period of five (5) years, during which time they shall be available to the Air Pollution Control Officer in such form as he or she directs.

305 TRANSFER: An Authority to Construct or Permit to Operate shall only be transferable, whether by operation of law or otherwise, either from one location to another, from one piece of equipment to another, or from one person to another by means of an application for authorization in accordance with Section 403 of this rule.

306 PERMIT RENEWAL: Every Permit to Operate, except as specified below, shall be renewable annually on the permit's anniversary date, commencing one (1) year after the date of issuance.

306.1 Action to suspend or revoke the permit has been initiated and such action has resulted in a final determination to suspend or revoke the permit by the Air Pollution Control Officer or the Hearing Board and all appeals, or time for appeals, has been exhausted.

306.2 Fees applicable to the renewal of the permit(s) to operate have not been paid, as specified in Regulation 6, FEES.

306.3 The Air Pollution Control Officer shall review every Permit to Operate upon annual renewal, pursuant to Health and Safety Code Section 42301(e), to determine that permit conditions are adequate to ensure compliance with, and the enforceability of, District Rules and Regulations and state and federal laws and regulations applicable to the emission unit for which the permit was issued. Applicable District Rules and Regulations shall include those which were in effect at the time the permit was issued or modified, or which have subsequently been adopted and made retroactively applicable to an existing emission unit by the District Board of Directors. The Air Pollution Control Officer shall revise the conditions, if such conditions are not consistent, in accordance with these rules, regulations, and laws.

306.4 The Air Pollution Control Officer may establish an annual permit renewal date for all Permits to Operate held by a stationary source. Thereafter, Permits to Operate shall be renewable that same day and month of each succeeding year, subject to any other requirements of these Rules and Regulations and of state law, regarding validity, voiding or revocation of permits.

307 PERFORMANCE TESTING: Within sixty (60) days after achieving the maximum production rate or the maximum rate of emissions to which the source is limited by enforceable conditions, but not later than one hundred eighty (180) days after initial startup of such source, or as otherwise required by the Air Pollution Control Officer to determine continuous compliance with emission limitations or to confirm emission reductions claimed, the owner or operator of such source shall conduct performance test(s) in accordance with methods and under operating conditions as are approved by the Air Pollution Control Officer and furnish the Air Pollution Control Officer a written report of the results of such performance test(s) within 60 days of completion of such tests..

307.1 Such test(s) shall be at the expense of the owner or operator.

307.2 Testing shall be conducted with the source(s) of emissions operating at maximum capacity or other rate conforming to the maximum rate of emissions to which the source(s) are limited by enforceable condition(s).

- 307.3 The Air Pollution Control Officer may monitor such test and may also conduct performance tests.
- 307.4 The owner or operator of a source shall provide the Air Pollution Control Officer prior notice of the performance test to afford the Air Pollution Control Officer the opportunity to have an observer present. Notice shall be at least 15 days prior to the test, or as agreed to by the Air Pollution Control Officer.
- 307.5 The Air Pollution Control Officer may waive the requirement for performance tests if the owner or operator of a source has demonstrated by other means to the Air Pollution Control Officer's satisfaction that the source is being operated in compliance with all local, state, and federal regulations which are part of the California State Implementation Plan.

400 ADMINISTRATIVE REQUIREMENTS

- 401 POSTING:** A person who has been granted a Permit to Operate any emission unit described in Section 302 of this rule shall maintain a legible copy of said permit on the premises of the subject equipment. Other information, analysis, plans or specifications which disclose the nature, extent, quantity, or degree of air contaminants which are or may be discharged from such source shall be readily available for inspection by the Air Pollution Control Officer.
- 402 ALTERING OF PERMIT:** A person shall not willfully deface, alter, forge, counterfeit, or falsify a Permit to Operate any emission unit described in Section 302 of this rule. A permit amendment or revision requested by the owner or operator, other than an administrative permit, shall require the filing of an application. For an administrative permit amendment, a responsible official may implement the change addressed in the written request immediately upon submittal of the request. The Air Pollution Control Officer shall take final action no later than sixty (60) days after receiving the written request for an administrative permit amendment.
- 402.1 After verifying that the permit revision is an administrative permit amendment, the Air Pollution Control Officer may revise the permit without providing notice to the public or any affected state.
- 402.2 The Air Pollution Control Officer shall provide a copy of the revised permit to the responsible official
- 402.3 While the Air Pollution Control Officer need not make a completeness determination on a written request, the Air Pollution Control Officer shall notify the responsible official if the Air Pollution Control Officer determines that the permit cannot be revised as an administrative permit amendment.
- 403 APPLICATIONS:** An application for an Authority to Construct, Permit to Operate, change of ownership, or an application for a permit amendment, permit reopening, or revision shall be filed in the manner and form prescribed by the Air Pollution Control Officer, and shall give all the information necessary to enable the Air Pollution Control Officer to make the determinations required by Section 303 of this rule and other applicable District Rules and Regulations and state and federal laws and regulations.
- 403.1 A responsible official representing the owner or operator shall certify the truth, accuracy and completeness of application forms.
- 403.2 When the information submitted with the application is insufficient for the Air Pollution Control Officer to make the required determinations, upon the written

request of the Air Pollution Control Officer a responsible official shall supplement any complete application with additional information within the time frame specified by the Air Pollution Control Officer.

403.3 A responsible official shall promptly provide additional information in writing to the Air Pollution Control Officer upon discovery of submittal of any inaccurate information as part of the application or as a supplement thereto, or of any additional relevant facts previously omitted which are needed for accurate analysis of the application.

403.4 Intentional or negligent submittal of inaccurate information shall be reason for denial of an application.

403.5 An application for an Authority to Construct, Permit to Operate, or permit amendment or revision shall be accompanied by payment of the application filing fee specified in Regulation 6, FEES.

404 ACTION ON APPLICATIONS: The Air Pollution Control Officer shall notify the applicant in writing of his or her approval, conditional approval, suspension, or denial of the application for an Authority to Construct or Permit to Operate.

404.1 In the event said notification or notification of application completeness pursuant to Rule 502, NEW SOURCE REVIEW, is not received by applicant within 30 days of the filing of the application, or within 30 days of providing further information as required by Section 403, the applicant may, at his or her option, deem the application to construct or Permit to Operate denied.

404.2 Service of said notification may be made in person or by mail, and such service may be proved by the written acknowledgment of the person(s) served or affidavit of the person making the service.

405 CONDITIONAL APPROVAL: The Air Pollution Control Officer may issue an Authority to Construct or a Permit to Operate subject to conditions which will bring the operation of the emission unit within the standards of Section 303 of this rule. The conditions shall be specified in writing. Commencing work under such an Authority to Construct, or operation under such a Permit to Operate, shall be deemed acceptance of all the conditions so specified. The Air Pollution Control Officer shall issue an Authority to Construct or a Permit to Operate with revised conditions upon receipt of a new application, if the applicant demonstrates that the emission unit can operate under the revised conditions within the standards of Section 303 of this rule.

406 DENIAL OF APPLICATION: In the event of a denial of an Authority to Construct or Permit to Operate, the Air Pollution Control Officer shall notify the applicant in writing of the reasons therefore. Service of this notification may be made in person or by mail, and such service may be proved by the written acknowledgment of the person(s) served or affidavit of the person making the service. The Air Pollution Control Officer shall not accept a further application unless the applicant has complied with the objections specified by the Air Pollution Control Officer as his or her reasons for denial of the Authority to Construct or the Permit to Operate.

407 DISCLOSURE: The Air Pollution Control Officer, at any time, may require from an applicant, or holder of, any permit provided for in these rules and regulations, such information, analyses, plans, or specifications which will disclose the nature, extent, quality, or degree of air contaminants which are, or may be, discharged by the source for which the permit was issued or applied. The Air Pollution Control Officer may require that such disclosures be certified by a professional engineer registered in the State of

California. A responsible official representing the owner or operator shall certify the truth, accuracy and completeness of disclosures. Studies necessary to provide such information shall be at the expense of the owner or operator of the source for which a permit was issued or applied.

408 EMISSION STATEMENT: Upon the request of the Air Pollution Control Officer and as directed by the Air Pollution Control Officer, the owner or operator of any stationary source operation which emits or may emit oxides of nitrogen or reactive organic gas shall provide the Air Pollution Control Officer with a written statement, in accordance with Rule 503, EMISSION STATEMENT, showing actual emissions of oxides of nitrogen and reactive organic gas from that source.

409 SUSPENSION: The Air Pollution Control Officer may suspend a permit if a holder of such permit willfully fails and refuses to furnish information, analyses, plans, and specifications, within a reasonable time, as requested by the Air Pollution Control Officer pursuant to California Health and Safety Code Section 42303, District Rules and Regulations, or any other law, rule, regulation, agreement, or order enforceable by the District. The Air Pollution Control Officer shall serve notice, in writing, of such suspension and the reasons therefore. Service of said notification may be made in person or by mail, and such service may be proved by the written acknowledgment of the persons served or affidavit of the person making the service. The permit shall be reinstated when the Air Pollution Control Officer is furnished with all requested information, analyses, plans, and specifications.

410 CANCELLATION OF APPLICATION: An Authority to Construct or Permit to Operate application may be canceled by the Air Pollution Control Officer:

410.1 At the request of the applicant; or

410.2 If additional information has been requested of the applicant in accordance with Section 403 without the subsequent submittal of information within a reasonable time.

410.3 If applicable permit fees of Rule 601, PERMIT FEES are not paid when due the application may be cancelled and any issued Authority to Construct or Permit to Operate may be voided.

411 CANCELLATION OF PERMIT TO OPERATE: If, prior to the surrender of the operating permit, the Air Pollution Control Officer determines that the source or the emissions unit has been removed or fallen into an inoperable or un-maintained condition, the Air Pollution Control Officer may notify the owner of the intent to cancel the permit, providing the owner or operator with 30 days to respond. If the owner cannot demonstrate to the satisfaction of the Air Pollution Control Officer that the owner intended to operate again, or the owner does not respond within 30 days from the date a second noticing of the District's intent to cancel the permit is mailed by the District to the owner or operator, then the Air Pollution Control Officer may cancel the permit and deem the source or emissions unit shutdown as of the last known date the source or emissions unit discharged emissions.

411.1 The owner or operator may request an extension of time, in writing prior to the end of the sixty (60) day period following the initial notice, from the Air Pollution Control Officer.

411.2 The Air Pollution Control Officer may grant an extension of time not to exceed ninety (90) days.

411.3 The owner or operator may claim emissions reductions resulting from the shutdown in accordance with the provisions of Rule 504, EMISSION REDUCTION CREDITS, prior to the end of the sixty (60) day period following the initial notice, or prior to the expiration of an extension.

411.4 The Air Pollution Control Officer shall advise, in writing, the owner or operator of the stationary source or emissions unit for which a permit is canceled of the cancellation decision.

411.5 The owner or operator may appeal the decision to cancel the permit pursuant to Section 413 of this rule.

412 TEMPORARY PERMIT: The Air Pollution Control Officer may issue a temporary Permit to Operate. The temporary Permit to Operate shall specify a reasonable period of time during which the emission unit may be operated in order for the District to determine whether it will operate in accordance with the conditions specified in the permit.

413 APPEALS: Within ten days after notice, by the Air Pollution Control Officer, of cancellation, suspension, denial, or conditional approval of an Authority to Construct, Permit to Operate, or emissions reduction credit application, the applicant or any other aggrieved person who participated in the permit issuance proceedings may petition the Hearing Board, in writing, for an order modifying or reversing that decision. The Hearing Board after public notice and a public hearing held within thirty days after filing the petition, may sustain or reverse the action of the Air Pollution Control Officer; such order may be made subject to specified conditions.

500 MONITORING AND RECORDS

501 TESTING PROCEDURES:

501.1 General Requirements: Except as otherwise specified in the District Rules and Regulations, the State Implementation Plan, and the applicable federal requirements of Rule 507, FEDERAL OPERATING PERMIT PROGRAM, testing methods for determining compliance with emission limits shall be:

501.1.1 The appropriate methods adopted by the California Air Resources Board and cited in Title 17, California Code of Regulations, Division 3, Subchapter 8, Compliance with Non-vehicular Emission Standards; or

501.1.2 The appropriate methods of 40 CFR part 50, Appendix M, Recommended Test Methods for State Implementation Plans; or

501.1.3 Any appropriate method of 40 CFR part 60, Appendix A, Test Methods; or

501.1.4 An alternative method following review and approval of that method by the California Air Resources Board and US Environmental Protection Agency.

501.2 Initial Boiling Point: ASTM D-1078-86, "Test Method for Distillation Range of Volatile Organic Liquids".

501.3 Vapor Pressure: ASTM D-2879-86, "Vapor Pressure-Temperature Relation and Initial Decomposition Temperature of Liquids by Isoteniscope".

502 MONITORING: As applicable, each emission source subject to the requirements of Section 301 and 302 shall comply with the following monitoring requirements:

502.1 The requirements of Title 40, Code of Federal Regulations, Part 60, Appendix B and F.

502.2 The applicable federal requirements for monitoring of Title V of the Federal Clean Air Act as amended in 1990 (42 U.S.C. Section 7401 et seq.).

503 RECORDKEEPING:

503.1 The following records shall be maintained and provided to the Air Pollution Control Officer upon request.

503.1.1 Emissions monitoring and process data records necessary for the determination and reporting of emissions, in accordance with applicable provisions of the District Rules and Regulations, shall be maintained. Records shall be kept for at least two years and shall be kept 5 years for sources subject to the applicable requirements of Title V and Rule 507, FEDERAL OPERATING PERMIT PROGRAM.

503.1.2 Other records of the nature and amounts of emissions or any other information as may be deemed necessary by the Air Pollution Control Officer to determine whether the stationary source or emissions unit is in compliance with applicable emission limitations, credited emission reductions, exemptions from rule provisions, or other requirements. The information must include emission measurements, continuous emission monitoring system performance testing measurements, performance evaluations, calibration checks and adjustments, maintenance performed on such monitoring systems, and other records and reports required by Title 40, Code of Federal Regulations, Part 60, Appendix B and F.

503.1.3 Operation and maintenance plans shall be submitted to the District for all add-on capture and control equipment for review and approval by the Air Pollution Control Officer. Such plans shall demonstrate, though the use of specific recordkeeping requirements, continuous operation of the add-on control equipment when emission producing operations are occurring. The plan shall also specify records to be kept to document the performance of required periodic maintenance. Records shall be consistent with compliance time frames and employ the most recent US Environmental Protection Agency recordkeeping guidance.

503.2 The Air Pollution Control Officer may require recordkeeping to verify or maintain any exemption.

RULE 502 NEW SOURCE REVIEW

Adopted 11-12-74

(Amended 05-24-77, 06-19-79, 09-21-93, 11-03-94, 08-09-01, 12-09-04,
rescinded and re-adopted 2-11-10, amended 10-13-11, 8-8-13)

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100 GENERAL

101 PURPOSE: The purpose of this rule is to provide for the review of new and modified stationary air pollution sources and to provide mechanisms, including emission offsets, by which authorities to construct for such sources may be granted without interfering with the attainment or maintenance of ambient air quality standards.

102 APPLICABILITY: This rule shall apply to all new stationary sources and emissions units and all modifications to existing stationary sources and emissions units that, after construction, emit or may emit any NSR regulated pollutant within the District.

If any source or modification becomes a major source or major modification solely by virtue of the relaxation of any limitation that was established after August 7, 1980, on the capacity of the source or modification to emit a federal nonattainment pollutant or its precursor such as a restriction on hours of operation, then the requirements of this rule shall apply to such a source or modification as though construction had not yet commenced on the source or modification.

This rule shall not apply to prescribed burning of forest, agriculture or range land; open burning in accordance with District Regulation 3, OPEN BURNING; road construction, or any non-point source common to timber harvesting or agricultural practices.

The regulations in effect at the time any application for an Authority to Construct for a new or modified source is deemed complete shall apply to that source except when a new federal requirement not yet incorporated into this Rule applies to the new or modified source.

103 PUBLIC NOTIFICATION REQUIREMENTS: The public notice requirements of Sections 406 and 407 shall apply if the project is for a new or modified stationary source or emissions unit for which offsets are required pursuant to Section 303.1, and to all new or modified stationary sources that are projected to emit increased actual lead emissions at a rate of 5 tons per year or greater.

200 DEFINITIONS: The following definitions apply for all terms used in this Rule. If a term is not defined below, then the definitions provided in Rule 102, DEFINITIONS, and Rule 504, EMISSIONS REDUCTION CREDITS, apply in that hierarchical order.

201 ACTUAL EMISSIONS: Emissions having occurred from a source, based on source test and actual fuel consumption or process data, or monitoring data. If source test or monitoring data is not available, other appropriate, APCO-approved, emission factors may be used. Fugitive emissions associated with the emissions unit shall be included in the actual emissions of the emissions unit.

202 ACTUAL EMISSIONS REDUCTIONS (AER): The decrease of actual emissions, compared to Baseline Actual Emissions, from an emissions unit. AER shall be real, federally enforceable, quantifiable, surplus, and permanent.

203 ACTUAL INTERRUPTIONS OF ELECTRICAL POWER: When electrical service is interrupted by an unforeseeable event.

204 ALLOWABLE EMISSIONS: The emissions rate of a stationary source calculated using the maximum rated capacity of the source (unless the source is subject to federally enforceable limits which restrict the operating rate, hours of operation, or both) and the most stringent of the following:

204.1 Any applicable standards set forth in these regulations and 40 CFR Part 60, 61, or 63;

- 204.2 Any applicable emission limitation in the State Implementation Plan (SIP), including those with a future compliance date; or
- 204.3 The emissions rate specified as a federally enforceable permit condition, including those with a future compliance date.
- 205 AMBIENT AIR QUALITY STANDARDS:** There are both State and federal ambient air quality standards. For the purpose of submittal to the U.S. Environmental Protection Agency for inclusion in the California State Implementation Plan all references in this rule to Ambient Air Quality Standards shall be interpreted as National Ambient Air Quality Standards.
- 206 BASELINE ACTUAL EMISSIONS (BAE):**
- 206.1 "Baseline Actual Emissions" are the actual emissions for the existing emissions unit averaged over the consecutive two (2) year period immediately preceding the date of the application. If the last two years are unrepresentative of normal source operations as determined by the APCO, then any other 2 consecutive year period during the last five years which the APCO determines represents normal source operations may be used.
- 206.2 If, at any time during the 2 year period, actual emissions exceeded allowable emission levels, then actual emissions shall be reduced to reflect emission levels that would have occurred if the unit were in compliance with all applicable limitations and rules.
- 206.3 Where an emissions unit has been in operation for less than 2 years, a shorter averaging period of at least 12 months may be used, provided that the averaging period is representative of the full operational history of the emissions unit. If less than 12 months has passed since the date of issuance of the Permit to Operate then Actual Emissions shall be used as the Baseline Actual Emissions.
- 207 BEGIN ACTUAL CONSTRUCTION:** Initiation of physical on-site construction activities on an emissions unit which is of a permanent nature. Such activities include, but are not limited to, installation of building supports and foundations, laying of underground pipe work, and construction of permanent storage structures. With respect to a change in method of operation that does not involve a physical change, this term refers to those on-site activities, other than preparatory activities, which mark the start of the change in the method of operation.
- 208 BEST AVAILABLE CONTROL TECHNOLOGY (BACT):** The most stringent emission limitation or control technique of the following:
- 208.1 Achieved in practice for such category and class of source; or
- 208.2 Contained in any SIP approved by the EPA for such category and class of source. A specific limitation or control technique shall not apply if the owner of the proposed emissions unit demonstrates to the satisfaction of the APCO that such a limitation or control technique is not presently achievable; or
- 208.3 Contained in an applicable federal New Source Performance Standard; or
- 208.4 Any other emission limitation or control technique, including process and equipment changes of basic or control equipment, found by the APCO to be cost effective and technologically feasible for such class or category of sources.

- 209 CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):** The California Environmental Quality Act, Public Resources Code, Section 21000, et seq.
- 210 CLASS I AREA:** Any area listed as Class I in 40 CFR 81.405 or an area otherwise specified as Class I in the legislation that creates a national monument, a national primitive area, a national preserve, a national recreational area, a national wild and scenic river, a national wildlife refuge, a national lakeshore or seashore. The only designated Class I area within 20 miles of Placer County as of October 13, 2011 was Desolation Wilderness Area in El Dorado County.
- 211 COMMENCE:** As applied to construction of a major stationary source or major modification means that the owner or operator has all necessary preconstruction approvals or permits and either has:
- 211.1 Begun, or caused to begin, a continuous program of actual on-site construction of the source, to be completed within a reasonable time; or
- 211.2 Entered into binding agreements or contractual obligations, which cannot be canceled or modified without substantial loss to the owner or operator, to undertake a program of actual construction of the source to be completed within a reasonable time.
- 212 CARGO CARRIERS:** Cargo carriers are trains dedicated to a specific source.
- 213 CONSTRUCTION:** Means any physical change or change in the method of operation (including fabrication, erection, installation, demolition, or modification of an emissions unit) which would result in a change in actual emissions.
- 214 CONTIGUOUS PROPERTY:** Two or more parcels of land with a common point or boundary or separated solely by a public roadway or other public right-of-way.
- 215 COST-EFFECTIVE:** A cost per unit of emissions reduction which is lower than or equivalent to the maximum unit costs of the same emissions reduction through the use of Best Available Control Technology, calculated in current year dollars, in accordance with methodology and criteria specified in guidelines developed by the District.
- 216 EMERGENCY ENGINES:** A stationary engine that meets the criteria specified below:
- 216.1 It is installed for the primary purpose of providing electrical power or mechanical work for emergency use and is not the source of primary power at the facility; and
- 216.2 It is operated to provide electrical power or mechanical work during any emergency use; and
- 216.3 It is operated no more than 100 hours per year for maintenance and testing, emissions testing or initial start-up testing. Diesel engines may be further limited by the California Air Resources Board's Airborne Toxic Control Measure for Stationary Compression Engines in Section 93115.6(a)).
- 217 EMERGENCY USE:** The providing of electrical power or mechanical work during any of the following events.
- 217.1 The failure or loss of all or part of normal electrical power service or normal natural gas supply to the facility, or the failure of a facility's internal power distribution system:

- 217.1.1 Which is caused by any reason other than the adherence to a contractual obligation the owner or operator has with a third party or any other party; and
- 217.1.2 Which is demonstrated by the owner or operator, to the APCO's satisfaction, to have been beyond the reasonable control of the owner or operator.
- 217.2 The pumping of water or sewage to prevent or mitigate a flood or sewage overflow.
- 217.3 The pumping of water for fire suppression or protection.
- 217.4 The powering of ALSF-1 or ALSF-2 airport runway lights under category II or III weather conditions.
- 217.5 The pumping of water to maintain pressure in the water distribution system for the following reasons:
 - 217.5.1 A pipe break that substantially reduces water pressure; or
 - 217.5.2 High demand on the water supply system due to high use of water for fire suppression; or
 - 217.5.3 The breakdown of electric-powered pumping equipment at sewage treatment facilities or water delivery facilities.
- 217.6 The emergency operation of ski lifts during an actual interruption of normal electrical power service to the facility.
- 218 EMISSION DECREASE:** Any modification that would result in an emission decrease of actual emissions.
- 219 EMISSION REDUCTION CREDITS (ERC):** Reductions of actual emissions from emission units that are certified by an air district in accordance with that district's rules and are issued by the air district in the form of ERC certificates.
- 220 EMISSIONS LIMITATION:** One or more federally enforceable permit conditions specific to an emissions unit that restricts its maximum emissions, at or below the emissions associated with the maximum design capacity; and that is contained in the latest Authority to Construct or enforceable by the latest Permit to Operate for the emission unit.

Emissions limitations should be stated in a manner consistent with testing procedures. They may be expressed as an enforceable design, operational, or equipment standard.
- 221 EMISSIONS UNIT:** An identifiable operation or piece of process equipment such as an article, machine, or other contrivance which controls, emits, may emit, or results in the emissions of any air pollutant directly or as fugitive emissions.
- 222 FEDERALLY ENFORCEABLE:** All limitations and conditions which are enforceable by the EPA administrator, including those requirements developed pursuant to 40 CFR parts 60, 61 and 63, requirements within the California State Implementation Plan (SIP), any permit requirements established pursuant to 40 CFR 52.21 or under regulations approved pursuant to 40 CFR part 51, subpart I, including operating permits issued under an EPA-approved program that is incorporated into the SIP and expressly requires adherence to any permit issued under such program.

- 223 FUGITIVE EMISSIONS:** Those emissions that could not reasonably pass through a stack, chimney, vent, or other functionally equivalent opening.
- 224 FUNCTIONALLY EQUIVALENT EMISSION UNIT:** An emission unit that serves the identical function as the unit being replaced. The maximum rating and the potential to emit any pollutant shall not be greater from the functionally equivalent emission unit than the replaced unit. The emission increase from any such replacement shall not result in a major modification.
- 225 HALOGENATED HYDROCARBONS:** For the purposes of this rule, halogenated hydrocarbons are the following:
- 225.1 1,1,1-trichloroethane
 - 225.2 methylene chloride
 - 225.3 2,2-dichloro-1,1,1-trifluoroethane (HCFC-123)
 - 225.4 2-chloro-1,1,1,2-tetrafluoroethane (HCFC-124)
 - 225.5 trichlorofluoromethane (CFC-11)
 - 225.6 dichlorodifluoromethane (CFC-12)
 - 225.7 1,1,1-trichloro-2,2,2-trifluoroethane (CFC-113)
 - 225.8 1-chloro-1,1-difluoro-2-chloro-2,2-difluoroethane (CFC-114)
 - 225.9 chloropentafluoroethane (CFC-115)
 - 225.10 pentafluoroethane (HFC-125)
 - 225.11 1,1,2,2-tetrafluoroethane (HFC-134)
 - 225.12 tetrafluoroethane (HFC-134a)
 - 225.13 1,1-dichloro-1-fluoroethane (HCFC-141b)
 - 225.14 1-chloro-1,1-difluoroethane (HCFC-142b)
 - 225.15 1,1,1-trifluoroethane (HFC-143a)
 - 225.16 chlorodifluoromethane (HCFC-22)
 - 225.17 trifluoromethane (HFC-23)
 - 225.18 1,1-difluoroethane (HFC-152a)
 - 225.19 The following four classes of perfluorocarbon compounds:
 - a. Cyclic, branched, or linear, completely fluorinated alkanes.
 - b. Cyclic, branched, or linear, completely fluorinated ethers, with no unsaturations.
 - c. Cyclic, branched, or linear, completely fluorinated tertiary amines with no unsaturations.
 - d. Sulfur-containing perfluorocarbons with no unsaturations and with sulfur bonds only to carbon and fluorine.
 - e. Perfluorocarbon compounds will be assumed to be absent from a product or process unless a manufacturer or facility operator identifies the specific individual compounds (from the broad classes of perfluorocarbon compounds) and the amounts present in the product or process and provides a validated test method which can be used to quantify the specific compounds.
- 226 HAZARDOUS AIR POLLUTANT (HAP):** Any air pollutant listed pursuant to Section 112(b) of the Federal Clean Air Act as amended in 1990 (42 U.S.C. Section 7401 et seq.).
- 227 HISTORIC ACTUAL EMISSIONS (HAE):** Historic Actual Emissions shall be calculated for each pollutant.
- 227.1 For a new emissions unit Historic Actual Emissions are equal to zero.
 - 227.2 For an existing emissions unit, Historic Actual Emissions equals either, in hierarchical order;

227.2.1 The federally enforceable potential to emit (PTE) limit contained in the most recent Authority to Construct or Permit to Operate, if actual emissions are at least 80% of the permitted PTE limit, or

227.2.2 The federally enforceable PTE limit contained in the most recent Authority to Construct or Permit to Operate, if the emission unit was fully offset for any emission increases incurred since September 21, 1993, within the 5 year period prior to the date of application for the current project, or

227.2.3 The Baseline Actual Emissions.

- 228 IDENTICAL EMISSION UNIT:** A replacement emissions unit which is the same as the original unit in all respects except for serial number.
- 229 LAKE TAHOE AIR BASIN:** Established pursuant to Section 39606 of the Health & Safety Code of the State of California and as described in Title 17, California Code of Regulations, Section 60113 (b), the basin includes that portion of Placer County within the drainage area naturally tributary to Lake Tahoe including said Lake, plus that area in the vicinity of the head of the Truckee River described as follows: commencing at the point common to the aforementioned drainage area crest line and the line common to Townships 15 North and 16 North, Mount Diablo Base and Meridian (M.D.B. & M.), and following that line in a westerly direction to the northwest corner of Section 3, Township 15 North, Range 16 East, (M.D.B. & M.), thence south along the west line of Sections 3 and 10, Township 15 North, Range 16 East, M.D.B. & M., to the intersection with the drainage crest line, thence following the said drainage area boundary in a southwesterly, then northeasterly direction to and along the Lake Tahoe Dam, thence following the said drainage area crest line in a northeasterly, then northwesterly direction to the point of beginning. This Air Basin is delineated on an official map on file at the California Air Resources Board Headquarters Office.
- 230 MAJOR STATIONARY SOURCE – SACRAMENTO AIR BASIN:** A stationary source which emits or has the potential to emit: 25 tons per year (tpy) or more of nitrogen oxides or reactive organic compounds, or 100 tpy or more of sulfur oxides, or PM2.5. In addition, any physical change occurring at a stationary source not otherwise qualifying as a major stationary source, which would constitute a major stationary source by itself, makes the source a major stationary source.
- 231 MAJOR STATIONARY SOURCE – MOUNTAIN COUNTIES AIR BASIN:** A stationary source which emits or has the potential to emit 25 tons per year (tpy) or more of nitrogen oxides or reactive organic compounds. In addition, any physical change occurring at a stationary source not otherwise qualifying as a major stationary source, which would constitute a major stationary source by itself, makes the source a major stationary source.
- 232 MAJOR MODIFICATION:** A modification to a major stationary source in the Sacramento or Mountain Counties Air Basins which results in a significant emissions increase of the pollutant for which the source is classified as a major stationary source. For nitrogen oxides and reactive organic compounds, the increase shall be aggregated with all other increases and decreases in potential to emit over the period of the four consecutive years before the application for modification, plus the calendar year of the most recent application.
- 233 MODIFICATION:** Any physical change, change in method of operation (including change in fuel characteristics), addition to, or any change in hours of operation, or change in production rate of, which:

- 233.1 For an emissions unit: would necessitate a change in permit conditions, permit equipment description, or emissions limitation.
- 233.2 For a stationary source: is a modification of any emissions unit, or addition of any new emissions unit.
- 233.3 Unless previously limited by a permit condition and that permit condition must be changed, the following shall not be considered a modification:
- 233.3.1 A change in ownership.
- 233.3.2 Routine maintenance and repair, or an identical replacement.
- 233.3.3 The addition of a continuous emission monitoring system.
- 233.3.4 The replacement of air pollution control equipment with new control equipment if the actual emissions of the new equipment are less than or equal to those from the original piece of equipment and the replacement is not a major modification under the United States Environmental Protection Agency (EPA) regulations promulgated pursuant to Title I of the Federal Clean Air Act, including 40 CFR Part 51.
- 233.3.5 Use of an alternative fuel or raw material by reason of an order under Sections 2(a) and (b) of the Energy Supply and Environmental Coordination Act of 1974 (or any superseding legislation), or by reason of a natural gas curtailment plan pursuant to the Federal Power Act.
- 233.3.6 Use of an alternative fuel by reason of an order or rule under Section 125 of the Act.
- 233.4 A reconstructed stationary source or emissions unit shall be treated as a new stationary source or emissions unit, not as a modification.
- 234 MOUNTAIN COUNTIES AIR BASIN:** Established pursuant to Section 39606 of the Health & Safety Code of the State of California and as described in Title 17, California Code of Regulations, Section 60111 (I), the Mountain Counties Air Basin includes all of Placer County except that portion included in the Lake Tahoe Air Basin, defined by 17 CCR 60113(b), and that portion included in the Sacramento Valley Air Basin, defined by 17 CCR 60106(k).
- 235 NECESSARY PRECONSTRUCTION APPROVALS OR PERMITS:** Federal air quality control laws and regulations and those air quality control laws and regulations which are part of the SIP.
- 236 NONATTAINMENT POLLUTANT:** Any pollutant as well as any precursors of such pollutants which have been designated "nonattainment" by the U.S. Environmental Protection Agency as codified in 40 CFR 81.305, or which has been designated nonattainment by the California Air Resources Board pursuant to Section 39607 of the Health and Safety Code for specific air basins in Placer County.
- 237 NSR REGULATED POLLUTANT:** A pollutant for which an Ambient Air Quality Standard has been established by the EPA or by the California Air Resources Board (ARB), and the precursors to such pollutants, including, but not limited to, reactive organic compounds (ROC), nitrogen oxides (NOx), sulfur oxides (SOx), PM10, PM2.5, carbon monoxide (CO) and lead.

- 238 PM2.5:** Particulate matter with an aerodynamic diameter smaller than or equal to a nominal 2.5 microns. Gaseous emissions which condense to form PM2.5 shall also be counted as PM2.5.
- 239 PM10:** Particulate matter with an aerodynamic diameter smaller than or equal to a nominal 10 microns. Gaseous emissions which condense to form PM10 shall also be counted as PM10.
- 240 PORTABLE EQUIPMENT:** Equipment that is periodically relocated and is not operated more than a total of 180 days at any one location in the District within any continuous twelve (12) month period.
- 241 POTENTIAL TO EMIT (PTE):** The maximum physical and operational design capacity to emit an air pollutant. Any limitation on the physical or operational design capacity, including emission control devices and restrictions on hours of operation, or on the type, or amount of material combusted, stored, or processed, may be considered as part of the design only if the limitation, or the effect it would have on emissions, is incorporated into the Authority to Construct as a federally enforceable permit condition. Fugitive emissions associated with the emissions unit or stationary source shall be included in the potential to emit of the emissions unit or stationary source.
- 242 PRECURSOR:** A pollutant that, when emitted into the atmosphere, may undergo either a chemical or physical change which then produces another pollutant for which an Ambient Air Quality Standard has been adopted, or whose presence in the atmosphere will contribute to the violation of one or more Ambient Air Quality Standards. The following precursor-secondary air contaminant relationships shall be used for the purposes of this rule:

Precursor	Secondary Air Contaminant
Reactive Organic Compound	a. Photochemical oxidants (Ozone) b. Organic fraction of PM10
Nitrogen Oxides	a. Nitrogen dioxide b. Nitrate fraction of PM10 c. Nitrate fraction of PM2.5 d. Photochemical oxidants (Ozone)
Sulfur Oxides	a. Sulfur dioxide b. Sulfates c. Sulfate fraction of PM10 d. Sulfate fraction of PM2.5

- 243 PREVENTION OF SIGNIFICANT DETERIORATION (PSD):** A federal permitting program for new and modified major stationary sources of air pollution for pollutants that do not exceed National Ambient Air Quality Standards.
- 244 PRIORITY RESERVE BANK:** A depository for preserving emission reduction credits pursuant to Rule 505, PRIORITY RESERVE.
- 245 PROPOSED EMISSIONS:** Emissions based on the potential to emit for the new or modified emissions unit which will be incorporated into the permit as federally enforceable permit conditions.
- 246 QUARTERLY:** Calendar quarters beginning January 1, April 1, July 1, and October 1.
- 247 QUARTERLY EMISSION LIMITATION:** One or a combination of permit conditions specific to an emissions unit that restricts its maximum emissions, in pounds per quarter, at or below the emissions associated with the maximum design capacity. A quarterly emissions limitation must be:

- 247.1 Contained in the latest Authority to Construct or enforceable by the latest Permit to Operate for the emissions unit, and
- 247.2 Enforceable on a quarterly basis.
- 248 **REACTIVE ORGANIC COMPOUND:** For the purposes of this rule, reactive organic compound (ROC) has the same definition as volatile organic compound (VOC) in Rule 102, DEFINITIONS.
- 249 **RECONSTRUCTED SOURCE:** Any stationary source or emissions unit undergoing physical modification where the fixed capital cost of the new components exceeds 50 percent of the fixed capital cost of a comparable entirely new stationary source or emissions unit. Fixed capital cost means that capital needed to provide all the depreciable components. A reconstructed source shall be treated as a new stationary source or emissions unit.
- 250 **REDUCED SULFUR COMPOUNDS:** The sulfur compounds hydrogen sulfide, carbon disulfide and carbonyl sulfide.
- 251 **REPLACEMENT EMISSION UNIT:** An emissions unit for which all the criteria listed below are met. No creditable emission reductions shall be generated from shutting down the existing emissions unit that is replaced unless:
- 251.1 The emissions unit is a reconstructed unit within the meaning of 40 CFR 60.15(b)(1), or the emissions unit completely takes the place of an existing emissions unit, or
- 251.2 The emissions unit is an identical emission unit or a functionally equivalent emission unit, or
- 251.3 The replacement does not alter the basic design parameters of the process unit, and
- 251.4 The replaced emissions unit is permanently removed from the stationary source, otherwise permanently disabled, or permanently barred from operation by a permit that is federally enforceable. If the replaced emissions unit is brought back into operation, it shall constitute a new emissions unit.
- 252 **SACRAMENTO VALLEY AIR BASIN:** Established pursuant to Section 39606 of the Health & Safety Code of the State of California and as described in Title 17, California Code of Regulations, Section 60106(k), the basin includes that portion of Placer County which lies west of Range 9 east, Mount Diablo Base and Meridian (M.D.B. & M.).
- 253 **SIGNIFICANT:** In reference to an emissions increase or the potential of a source to emit any of the following pollutants, a rate of emissions that would equal or exceed any of the following rates:
- 253.1 Carbon monoxide: 100 tpy;
- 253.2 Nitrogen oxides: 25 tpy;
- 253.3 Sulfur dioxide: 40 tpy;
- 253.4 Ozone: 25 tpy of VOCs or 25 tpy of nitrogen oxides;
- 253.5 PM10: 15 tpy

253.6 PM2.5: 10 tpy of direct PM2.5 emissions or 40 tpy of sulfur dioxide emissions or 40 tpy of nitrogen oxide emissions

253.7 Lead: 0.6 tpy.

254 SIGNIFICANT EMISSIONS INCREASE: For a regulated NSR pollutant, an increase in emissions that is significant for that pollutant.

255 STATIONARY SOURCE (SOURCE OR FACILITY): Any building, structure, facility, or emissions unit that emits or may emit any NSR regulated pollutant directly or as fugitive emissions.

255.1 Building, structure, facility, or emissions unit includes all pollutant emitting activities which:

255.1.1 belong to the same industrial grouping, and;

255.1.2 are located on one property or on two or more contiguous properties, and;

255.1.3 are under the same or common ownership, operation, or control or which are owned or operated by entities which are under common control.

255.2 Pollutant emitting activities shall be considered as part of the same industrial grouping if:

255.2.1 they belong to the same two digit standard industrial classification code under the system described in the 1987 Standard Industrial Classification Manual, or;

255.2.2 they are part of a common production process. (Common production process includes industrial processes, manufacturing processes and any connected processes involving a common material.)

255.3 The emissions of cargo carriers associated with the stationary source shall be considered emissions from the stationary source to the extent that emission reductions from these cargo carriers are proposed as offsets.

256 STATIONARY SOURCE PTE: The sum of the PTE for each emission unit which has been issued a Permit of Operate, Authority to Construct or for which an application has been submitted. Any fugitive emissions from such emission units shall be included in this calculation.

257 SURPLUS: The amount of emission reductions that are, at the time of generation of an Emissions Reduction Credit (ERC), not otherwise required by federal, state, or local law, not required by any legal settlement or consent decree, and not relied upon to meet any requirement related to the California State Implementation Plan (SIP). However, emission reductions required by a state statute that provides that the subject emission reductions shall be considered surplus may be considered surplus for purposes of this Rule if those reductions meet all other applicable requirements.

Examples of federal, state, and local laws, and of SIP-related requirements, include, but are not limited to, the following:

257.1 The federally-approved California SIP;

- 257.2 Other adopted state air quality laws and regulations not in the SIP, including but not limited to, any requirement, regulation, or measure that: (1) the District or the state has included on a legally-required and publicly-available list of measures that are scheduled for adoption by the District or the State in the future; or (2) is the subject of a public notice distributed by the District or the State regarding an intent to adopt such revision;
- 257.3 Any other source- or source-category specific regulatory or permitting requirement, including, but not limited to, Reasonable Available Control Technology (RACT), New Source Performance Standards (NSPS), National Emission Standards for Hazardous Air Pollutants (NESHAP), Best Available Control Measures (BACM), Best Available Control Technology (BACT), and the Lowest Achievable Emission Rate (LAER); and
- 257.4 Any regulation or supporting documentation that is required by the federal Clean Air Act but is not contained or referenced in 40 C.F.R. Part 52, including but not limited to: assumptions used in attainment and maintenance demonstrations (including Reasonable Further Progress demonstrations and milestone demonstrations), including any proposed control measure identified as potentially contributing to an enforceable near-term emissions reduction commitment; assumptions used in conformity demonstrations; and assumptions used in emissions inventories.
- 258 **TEMPORARY SOURCE:** Temporary emission sources such as pilot plants, and portable facilities which will be terminated or located outside the District after less than a cumulative total of 90 days of operation in any 12 continuous months.
- 259 **TOTAL REDUCED SULFUR COMPOUNDS:** The sulfur compounds hydrogen sulfide, methyl mercaptan, dimethyl sulfide and dimethyl disulfide.

300 STANDARDS

- 301 **EMISSION AND OFFSET CALCULATIONS:** The following provisions shall be used to calculate emission increases and decreases from all new and modified emissions units located at a stationary source.
- 301.1 **BACT – Emissions Increase:** The emissions increase for each emissions unit related to the project for the purposes of determining BACT applicability shall be calculated as the proposed emissions minus the Baseline Actual Emissions. Calculations shall be performed separately for each emissions unit for each calendar quarter.
- 301.2 **Offsets - Emissions Increase or Decrease:** The emissions increase or decrease for each emissions unit related to the project for the purposes of determining Offset applicability shall be calculated as the proposed emissions, minus the Historic Actual Emissions. Emission increases or decreases shall be calculated for each emission unit and the project as a whole.
- 301.3 **Project Emissions:** If a project consists of more than one emission unit, the total emissions from all emissions units shall be summed for each pollutant to determine the emissions increase for the project. The project includes the entire scope of the preconstruction application for a new or modified stationary source.
- 301.4 **Calculation Periods:** The emissions increase or decrease for a project shall be calculated on a daily, quarterly and annual basis for each pollutant.

- 301.5 Potential To Emit - Stationary Sources: The potential to emit of a new or modified stationary source shall be calculated as the sum of the potential to emit, including fugitive emissions, for all emissions units, based on emission limitations established by current Permits to Operate, Authorities to Construct where permits to operate have not been issued, and the pending application.
- 301.6 Quantity of Offsets Required For New Major Sources or Major Modifications: If offsets are required pursuant to Section 303.2, the quantity of offsets to be provided shall be determined by calculating the emission increase for the project and applying the appropriate offset ratio based on pollutant and location as specified in Section 303.3. The calculations shall be performed separately for each pollutant and each emissions unit for each calendar quarter.
- 301.7 Quantity of General (State) Offsets Required: If offsets are required pursuant to Section 303.1, the quantity of offsets to be provided shall be determined as follows:
- 301.7.1 If offsets have already been provided by a stationary source for a particular pollutant, then multiply the emission increase calculated for the project by the appropriate offset ratio based on pollutant and location as specified in Section 303.3, or
- 301.7.2 If no offsets have been provided previously by a stationary source for a particular pollutant, then subtract the offset threshold specified in Section 303.1 for that pollutant from the stationary source PTE and multiply the value by the appropriate offset ratio based on pollutant and location as specified in Section 303.3.
- 301.8 Quantity of Offsets Required For A Modification That Makes An Existing Source A Major Stationary Source: When the proposed modification will make an existing minor source a new major source, offsets required shall be calculated as the sum of proposed PTE for all emissions units installed after September 21, 1993 based on current permits to operate and Authority to Construct where permits to operate have not been issued, plus the pending application, minus offsets supplied since September 21, 1993. Calculations shall be performed separately for each pollutant and each emissions unit for each calendar quarter. The offset ratios of Section 303.3 shall be applied to determine the ERCs required.
- 302 REQUIREMENT TO APPLY BEST AVAILABLE CONTROL TECHNOLOGY:** An applicant shall apply Best Available Control Technology (BACT) to a new emissions unit or modification of an existing emissions unit, except cargo carriers, if the change would result in an increase in quarterly emissions of a NSR regulated pollutant from the new or modified emissions unit and if the PTE of the new or modified emissions unit equals or exceeds the levels specified below.

<u>Pollutant</u>	<u>lb/day</u>
Reactive organic compounds	10
Nitrogen oxides	10
Sulfur oxides	80
PM10	80
PM2.5	80
Carbon monoxide	550
Lead	3.3
Vinyl chloride	5.5
Sulfuric acid mist	38
Hydrogen sulfide	55

Total reduced sulfur compounds	55
Reduced sulfur compounds	55

303 OFFSET REQUIREMENTS

- 303.1 General Requirement to Provide Offsets: An applicant whose facility is located in the Sacramento Valley Air Basin or the Mountain Counties Air Basin shall provide offsets for a NSR regulated pollutant if the potential to emit of a new or modified source exceeds either of the threshold quantities listed below:

<u>Pollutant</u>	<u>Pounds per quarter</u>	<u>Tons per year</u>
Reactive organic compounds	5,000	10
Nitrogen oxides	5,000	10
Sulfur oxides	13,750	27.5
PM10	7,500	15
PM2.5	7,500	15
Carbon monoxide	49,500	99

- 303.2 Major Source or Major Modification Requirement to Provide Offsets: An applicant whose facility is located in the Sacramento Valley Air Basin or the Mountain Counties Air Basin, and whose project emissions will result in a new major source or major modification, shall provide offsets for each NSR regulated pollutant that constitutes a major source or major modification.

- 303.3 Location of Offsets and Offset Ratios: The applicable offset ratio shall be determined based on the location of the new or modified stationary source required to provide offsets and the distance to the location of the emission offsets, as indicated in the following table.

<u>Location of Offset</u>	<u>Offset Ratio</u>	<u>Offset Ratio</u>
	<u>NOx and ROC</u>	<u>Other Pollutants</u>
Same Source	1.0 to 1.0	1.0 to 1.0
Within 15-Mile radius and within the same air basin	1.3 to 1.0	1.2 to 1.0
Greater than 15-Miles but within 50-Mile radius within the same air basin	1.5 to 1.0	1.5 to 1.0
Greater than 50-Mile radius and within the same air basin	Greater than 1.5 to 1.0	Greater than 1.5 to 1.0

- 303.3.1 The APCO may impose, based on the air quality analysis, a higher offset ratio such that the new or modified stationary source will not prevent or interfere with the attainment or maintenance of any ambient air quality standard.

- 303.3.2 Applicants providing offsets obtained pursuant to Rule 505, PRIORITY RESERVE, shall be subject to an offset ratio of 1.2 to 1.0 for all pollutants, except NOx and VOC, at all distances. The offset ratio for NOx and VOC offsets obtained pursuant to Rule 505, PRIORITY RESERVE, shall be subject to an offset ratio of 1.3 to 1.0 at all distances.

303.4 General Offset Provisions

- 303.4.1 All offsets shall be real, surplus, federally enforceable, quantifiable and permanent.

- 303.4.2 All offsets provided for major sources and major modifications shall be surplus at the time ERCs are surrendered to the District.
- 303.4.3 All offsets shall be surrendered to the District prior to the initial startup of the new or modified source, and the offsets shall be maintained throughout the operation of the new or modified source which is the beneficiary of the offsets.
- 303.4.4 Offsets can only come from air basins with the same or worse air quality designations than that of the stationary source requiring the offsets.
- 303.4.5 In no case shall halogenated hydrocarbons, exempt compounds or any other compound excluded from the definition of reactive organic compounds, be used as offsets for reactive organic compounds.
- 303.4.6 For sources which have provided full offsets of total suspended particulate (TSP), the PM10 emissions from an existing stationary source shall be recalculated from the TSP emission increases and decreases which have occurred since December 31, 1976, using PM10 emission factors. When PM10 emission factors do not exist, it shall be assumed that 50% of the TSP is PM10.
- 303.5 Timing of Quarterly Emission Offsets: Sufficient offsets shall be provided, from the same calendar quarter as the proposed emission increase, with the following exceptions:
- 303.5.1 Emission reductions of reactive organic compounds or nitrogen oxides during the quarters starting April 1 or July 1 may be used to offset emission increases of the same pollutants during any calendar quarter.
- 303.5.2 Emission reductions of carbon monoxide during the quarters starting January 1 or October 1 may be used to offset emission increases of carbon monoxide during any calendar quarter.
- 303.5.3 Emission reductions of PM10 or PM2.5 during the quarters starting January 1 or October 1 may be used to offset emission increases of PM10 or PM2.5 during any calendar quarter.
- 303.5.4 Emission reductions of sulfur oxides during any quarter may be used to offset emission increases of sulfur oxides during any calendar quarter.
- 303.6 Interpollutant Offsets
- 303.6.1 The APCO may approve interpollutant offsets for precursor pollutants on a case by case basis, provided that the applicant demonstrates, through the use of an air quality model, that the emission increases from the new or modified source will not cause or contribute to a violation of an ambient air quality standard.
- 303.6.2 Interpollutant offsets between PM10 and PM10 precursors are allowed only if PM10 precursors contribute significantly to the PM10 levels that exceed the PM10 ambient standards.
- 303.6.3 PM10 emissions shall not be allowed to offset nitrogen oxides or reactive organic compound emissions in ozone nonattainment areas,

nor be allowed to offset sulfur oxide emissions in sulfate nonattainment areas.

303.6.4 Interpollutant emission offsets between PM_{2.5} precursors are not allowed unless modeling demonstrates that PM_{2.5} interpollutant offset ratios are appropriate in an approved PM_{2.5} attainment plan.

303.6.5 EPA and ARB must concur with all proposed interpollutant offsets ratios prior to use.

303.7 Intra-District Offsets

303.7.1 ERCs generated in another district may be used to offset emission increases in Placer County.

303.7.2 If the ERC generating source and the source with the proposed emissions increase are not in the same air basin, both of the following requirements must be met:

- a. The ERC generating source must be located in an upwind district that is classified, pursuant to Health and Safety Code Section 40910 et seq., as being in the same or a worse nonattainment status than the downwind district where the stationary source with the proposed emission increases will be located.
- b. The stationary source at which the emission increases are to be offset must be located in a downwind district that is overwhelmingly impacted, as determined pursuant to Health and Safety Code Section 39610, by emissions transported from the upwind district where the ERC generating source is located.

303.7.3 Any offset credited to a stationary source in one district using offsets obtained from reductions at a stationary source in another district shall be approved by a resolution adopted by the governing boards of both the upwind and downwind districts, after taking into consideration the impact of the offset on air quality, public health, and the regional economy. The District's governing board may delegate to the APCO the Board's authority to approve the offsets credited.

303.7.4 For ERCs generated in another district, the District may adjust the value of such credits to reflect any District requirements that would have applied if the credits had been generated within the District.

303.8 Emission Reductions, Shutdowns, and Curtailments: Actual emission reductions from an internal shutdown or curtailment of a permitted emission unit may be credited for the purposes of providing internal offsets provided:

303.8.1 The crediting of emission reductions from source shutdowns and curtailments comply with the current U.S. Environmental Protection Agency emissions trading policy and applicable federal regulations; and

303.8.2 Emissions reductions are ensured by federally enforceable emission limitations contained in the Permit to Operate, or the permanent surrender or cancellation of the Permit to Operate; and

303.8.3 If the shutdown emission unit is being replaced with a new or modified emission unit, the APCO may allow a maximum of 90 days as a

shakedown period for simultaneous operation of the existing and the new or modified emission unit.

303.9 Exemptions From Offset Requirements

- 303.9.1 Offsets shall not be required for temporary sources or portable equipment, if the emissions from such units do not constitute a major source or major modification to a major source.
- 303.9.2 Offsets shall not be required for an emergency engine which is used exclusively for testing, maintenance and emergency use, if the emissions from the emergency engine, excluding emergency use, do not exceed the offset limit by itself.
- 303.9.3 Offsets shall not be required for increases in carbon monoxide emissions if the applicant, using an Air Quality Model approved by the APCO, demonstrates that the increase in ambient concentration does not exceed 500 micrograms per cubic meter, 8 hour average, at or beyond the property line of the stationary source.
- 303.9.4 The requirement to provide offsets shall not apply to the following:
- a. Relocation of emissions units solely within only one air basin within the District, and the relocation does not result in any increase in potential to emit.
 - b. Replacement emissions units, provided the replacement does not constitute a major source or major modification.
 - c. Modifications necessary to comply with any regulations contained in Regulation 2 – PROHIBITIONS, or in the SIP, unless the modification will result in a major modification. This provision does not apply to changes in production rate, hours of operation, or any other change or modification not required for compliance with Regulation 2 or the SIP.
 - d. If requested by the APCO, the applicant shall demonstrate through the use of an air quality model that the emission increases from the new or modified source will not cause or contribute to a violation of an ambient air quality standard.

304 MAJOR SOURCE ADMINISTRATIVE REQUIREMENTS: The following administrative requirements shall apply to any new major source or major modification regulated by the rule. Power plants over 50 megawatts shall be subject to the additional requirements of Section 500.

- 304.1 Alternative Siting: The applicant shall prepare an analysis functionally equivalent to the requirements of Division 13 of the Public Resources Code (California Environmental Quality Act-CEQA). The District will not issue an Authority to Construct unless the APCO has concluded, based on the information included in the Alternative Siting Analysis that the benefits of the proposed source significantly outweigh the environmental and social cost imposed as a result of its location, construction, or modification.
- 304.2 Certification of Compliance: The owner or operator of the proposed new or modified source has certified that all existing major stationary sources owned or operated by such person (or by any entity controlling, controlled by, or under

common control with such person) in California which are subject to emission limitations are in compliance, or on an expeditious schedule for compliance, with all applicable emission limitations and standards.

- 304.3 Potential Visibility Impacts: The APCO shall consult with the Federal Land Manager on a proposed major stationary source or major modification that may impact visibility in any Class 1 Area, in accordance with 40 CFR 51.307 if the net emissions increase from the new or modified source exceeds 10 tons/year of PM_{2.5}, 15 tons/year of PM₁₀, or 40 tons/year of NO_x; and the location of the source, relative to the closest boundary of a specified federal Class I area is within 20 miles.

305 GENERAL PROVISIONS

- 305.1 Air Quality Models: All estimates of ambient concentrations required pursuant to this rule shall be based on applicable air quality models, databases, and other requirements specified in 40 CFR Part 51, Appendix W ("Guideline on Air Quality Models"). Where an air quality model specified in 40 CFR Part 51, Appendix W ("Guideline on Air Quality Models") is inappropriate, the model may be modified or another model substituted. Such a modification or substitution of a model may be made on a case-by-case basis or, where appropriate, on a generic basis. Written approval from the United States Environmental Protection Agency (EPA) must be obtained for any modification or substitution. In addition, use of a modified or substituted model must be subject to notice and opportunity for public comment.

- 305.2 Ambient Air Quality Standards: In no case shall emissions from the new or modified stationary source prevent or interfere with the attainment or maintenance of any applicable ambient air quality standard. The Air Pollution Control Officer (APCO) may require the use of an air quality model to estimate the effects of a new or modified stationary source. The analysis shall estimate the effects of the new or modified stationary source, and verify that the new or modified stationary source will not prevent or interfere with the attainment or maintenance of any ambient air quality standard. In making this determination the APCO shall take into account the mitigation of emissions through offsets pursuant to this rule and the impacts of transported pollutants on downwind pollutant concentrations. The APCO may impose, based on an air quality analysis, offset ratios greater than the requirements of Section 303.2.

400 APPLICATION PROCESSING

- 401 **REQUIREMENT TO SUBMIT APPLICATION:** Any person building, erecting, altering or replacing any article, machine, equipment or other contrivance, the use of which may cause, eliminate, reduce, or control the issuance of air contaminants, shall first obtain authorization for such construction from the APCO as specified in this rule. Exemptions from this requirement are listed in Rule 501, GENERAL PERMIT REQUIREMENTS. The application shall be submitted on forms supplied by the District.
- 402 **COMPLETE APPLICATION REQUIREMENT:** The APCO shall determine whether an application is complete no later than 30 days after receipt of the application, or after such longer time period that the applicant and the APCO have agreed to in writing.

If the APCO determines that the application is not complete, the applicant shall be notified in writing of the decision specifying the information required. Upon receipt of any re submittal of the application, a new 30-day period to determine completeness shall begin. Completeness of an application or a re-submitted application shall be evaluated on the basis of the information requirements set forth in District regulations as they exist on

the date on which the application or re-submitted application was received, or when the CEQA-related information which satisfies the requirements of the District's CEQA Guidelines has been received, whichever is later.

The APCO may, during the processing of the application, request an applicant to clarify, amplify, correct, or otherwise supplement the information submitted in the application.

- 403 PRELIMINARY DECISION:** Following acceptance of an application as complete, the APCO shall perform the evaluations required to determine compliance with all applicable District rules and regulations and make a preliminary written decision as to whether an Authority to Construct should be approved, conditionally approved, or denied.

The decision shall be based on the Section 300 standards in force on the date the application is deemed complete, except when a new federal requirement not yet incorporated into this Rule applies to the new or modified source.

When the District is the CEQA Lead Agency for a project, the APCO shall not issue a preliminary decision until the draft Environmental Impact Report or Negative Declaration is available for public review. The decision shall be supported by a succinct written analysis. For projects requiring offsets, the APCO shall transmit its preliminary written decision and analysis to the California Air Resources Board and the U.S. Environmental Protection Agency for a 45 day review period.

404 TIMING FOR FINAL ACTION

- 404.1** The APCO shall not take final action for any project for which an Environmental Impact Report (EIR) or a Negative Declaration is being prepared until a final EIR for that project has been certified or a Negative Declaration for that project has been approved, and the APCO has considered the information in that final EIR or Negative Declaration.

The APCO shall take final action on the application within whichever of the following periods of time is longer:

404.1.1 Within 180 days after the certification of the final EIR or approval of the Negative Declaration, or

404.1.2 Within 180 days of the date on which the application was determined complete by the APCO.

- 404.2** Except as provided in Section 103, the APCO shall provide written notice of the final action to the applicant, any commenters, the U.S. Environmental Protection Agency, and the California Air Resources Board.

- 405 AUTHORITY TO CONSTRUCT AND PERMIT TO OPERATE CONTENT:** Each Authority to Construct and/or Permit to Operate issued by the APCO shall include the following minimum terms and conditions:

- 405.1** A provision stating that the emission unit shall be operated in a manner consistent with the application used to determine compliance with this rule.

- 405.2** The following emissions limitations shall be included, if applicable:

405.2.1 BACT emission limitations if required by Section 302. Such condition(s) shall be expressed in a manner consistent with testing procedures, such as ppmv NOx, g/liter VOC, or lbs/hr.

405.2.2 A quarterly emissions limitation for each offset pollutant, if offsets are required pursuant to Section 303.

405.2.3 An emission limitation (daily, monthly, or quarterly) shall be contained in the Authority to Construct and Permit to Operate for all NSR pollutants for which offsets are not being provided pursuant to Section 303, or when required to be consistent with ambient air quality standards.

405.3 Design, Operational, or Equipment Standards: If the APCO determines that technological or economic limitations on the application of measurement methodology to a particular class of sources would make the imposition of a numerical emission standard infeasible, the APCO may instead prescribe a design, operational, or equipment standard. In such cases, the District shall make its best estimate as to the emission rate that will be achieved and shall specify that rate in required submissions to the U.S. Environmental Protection Agency. Any Authority to Construct or permit issued without an enforceable numerical emission standard must contain enforceable conditions which assure that the design characteristics or equipment will be properly maintained, or that the operational conditions will be properly performed, so as to continuously achieve the assumed degree of control.

406 **PUBLICATION AND PUBLIC COMMENT:** If a proposed project is required to provide offsets pursuant to Section 303, or if a proposed project may emit increased actual lead emissions at a rate of 5 tons per year or greater, within ten calendar days following a preliminary decision, the APCO shall publish in at least one newspaper of general circulation in the District a notice stating the preliminary decision of the APCO, noting how the pertinent information can be obtained, and inviting written public comment for a 30-day period following the date of publication.

407 **PUBLIC INSPECTION:** Except as provided in Section 103, the APCO shall make available for public inspection at the District's office the information submitted by the applicant and the APCO's analysis no later than the date the notice of the preliminary decision is published. Information submitted which contains trade secrets shall be handled in accordance with Section 6254.7 of the California Government Code and relevant sections of the California Administrative Code. Further, all such information shall be transmitted no later than the date of publication to the California Air Resources Board and the U.S. Environmental Protection Agency regional office, and to any party which requests such information.

408 **DENIAL, FAILURE TO MEET STANDARDS:** The APCO shall deny any Authority to Construct or Permit to Operate if the APCO finds that the subject of the application would not comply with the standards set forth in District, state, or federal rules or regulations.

409 **DENIAL, FAILURE TO MEET CEQA:** The APCO shall deny any Authority to Construct or Permit to Operate if the APCO finds that the subject of the application would not comply with the standards set forth in CEQA.

410 **ISSUANCE, PERMIT TO OPERATE:** The APCO shall issue a Permit to Operate an emissions unit subject to the requirements of this rule after determining that all conditions specified in the Authority to Construct have been complied with or will be complied with by the dates specified on the Authority to Construct. Such applicable conditions shall be contained in the Permit to Operate. Where a new or modified stationary source is, in whole or in part, a replacement for an existing stationary source on the same property, the APCO may allow a maximum of 90 days as a shakedown period for simultaneous operation of the existing stationary source and the new source or replacement.

500 **ADDITIONAL PROVISIONS FOR POWER PLANTS:** This Section shall apply to power plants with maximum ratings equal to, or in excess of 50 megawatts proposed to be constructed in the District and for which a Notice of Intention (NOI) or Application for Certification (AFC) has been accepted by the California Energy Commission.

501 Within 14 days of receipt of a Notice of Intention, the APCO shall notify the California Air Resources Board and the California Energy Commission of the District's intent to participate in the Notice of Intention proceeding. If the District chooses to participate in the Notice of Intention proceeding, the APCO shall prepare and submit a report to the California Air Resources Board and the California Energy Commission prior to the conclusion of the non-adjudicatory hearing specified in Section 25509.5 of the California Public Resources Code. That report shall include, at a minimum:

501.1 A preliminary specific definition of Best Available Control Technology for the proposed facility;

501.2 A preliminary discussion of whether there is substantial likelihood that the requirements of this rule and all other District regulations can be satisfied by the proposed facility;

501.3 A preliminary list of conditions which the proposed facility must meet in order to comply with this rule or any other applicable District regulation.

The preliminary determinations contained in the report shall be as specific as possible within the constraints of the information contained in the Notice of Intention.

502 Upon receipt of an Application for Certification for a power plant, the APCO shall conduct a determination of compliance review. This determination shall consist of a review identical to that which would be performed if an application for an Authority to Construct had been received for the power plant. If the information contained in the Application for Certification does not meet the requirements of this rule, the APCO shall, within 20 calendar days of receipt of the Application for Certification, so inform the California Energy Commission, and the Application for Certification shall be considered incomplete and returned to the applicant for re-submittal.

503 The APCO shall consider the Application for Certification to be equivalent to an application for a permit to construct during the determination of compliance review, and shall apply all provisions of this rule which apply to applications for an Authority to Construct.

504 The APCO may request from the applicant any information necessary for the completion of the determination of compliance review. If the APCO is unable to obtain the information, the APCO may petition the presiding Commissioner of the California Energy Commission for an order directing the applicant to supply such information.

505 Within 180 days of accepting an Application for Certification as complete, the APCO shall make a preliminary decision on:

505.1 Whether the proposed power plant meets the requirements of this rule and all other applicable District regulations, and;

505.2 In the event of compliance, what permit conditions will be required including the specific Best Available Control Technology requirements and a description of required mitigation measures.

The preliminary written decision of this Section shall be treated as a preliminary decision under Section 403 of this Rule, and shall be finalized by the APCO only after being

subject to the public notice and comment requirements of Sections 406 and 407. The APCO shall not issue a determination of compliance for the power plant unless all requirements of this rule are met.

506 Within 240 days of the filing date, the APCO shall issue and submit to the California Energy Commission a determination of compliance or, if such a determination cannot be issued, shall so inform the California Energy Commission. A determination of compliance shall confer the same rights and privileges as an Authority to Construct only when and if the California Energy Commission approves the Application for Certification, and the California Energy Commission certificate includes all requirements of the conditions contained within the determination of compliance.

507 Any applicant receiving a certificate from the California Energy Commission pursuant to this Section and in compliance with all conditions of the certificate shall be issued a Permit to Operate by the APCO.

600 MONITORING AND RECORDS

601 RECORDKEEPING: The following records shall be maintained for two years. Records shall be provided to the APCO upon request.

601.1 Emergency Engines: Records of hours of operation for maintenance purposes and for actual interruptions of electrical power. Such records shall include the date and hours of operation, as well as the reason for operation.

601.2 Portable and Temporary Equipment: Records of operating location(s) and corresponding dates of operation.

1. The Board shall have the authority to establish, amend, and repeal rules and regulations that are necessary to carry out the purposes of the Act and to ensure the efficient and effective operation of the Board.

2. The Board shall have the authority to establish, amend, and repeal rules and regulations that are necessary to carry out the purposes of the Act and to ensure the efficient and effective operation of the Board.

3. The Board shall have the authority to establish, amend, and repeal rules and regulations that are necessary to carry out the purposes of the Act and to ensure the efficient and effective operation of the Board.

4. The Board shall have the authority to establish, amend, and repeal rules and regulations that are necessary to carry out the purposes of the Act and to ensure the efficient and effective operation of the Board.

5. The Board shall have the authority to establish, amend, and repeal rules and regulations that are necessary to carry out the purposes of the Act and to ensure the efficient and effective operation of the Board.

6. The Board shall have the authority to establish, amend, and repeal rules and regulations that are necessary to carry out the purposes of the Act and to ensure the efficient and effective operation of the Board.

7. The Board shall have the authority to establish, amend, and repeal rules and regulations that are necessary to carry out the purposes of the Act and to ensure the efficient and effective operation of the Board.

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www.placer.ca.gov/apcd

August 21, 2002

ADVISORY NOTICE FOR GASOLINE DISPENSING FACILITIES

This advisory notice is intended for all persons who are required to *have a Permit to Operate for a retail or a non-retail gasoline dispensing facility* in Placer County. Information is provided below regarding Enhanced Vapor Recovery regulations and Air Toxics Review of new and/or existing gasoline dispensing facilities.

ENHANCED VAPOR RECOVERY

On April 1, 2001, the California Air Resources Board (ARB) adopted an "Enhanced Vapor Recovery" (EVR) program that seeks to fix existing problems with service station vapor recovery systems. This EVR Program will phase in new standards over a four (4) year period to achieve a total of 25 tons per day in statewide VOC emission reductions over the performance of existing systems. By April 1, 2005, all underground tanks will need to change to the new EVR equipment.

In the June 2002 Advisory sent out with this fiscal year's billing for your permits, the District noted that any changes that require an upgrade to EVR equipment requires an Authority to Construct. Based on clarification and information obtained from the California Air Resources Board (CARB), the District has refined the criteria for applying for and obtaining an Authority to Construct for the installation of Phase I EVR equipment.

The District is classifying the installation of Phase I EVR equipment into two categories: **major modifications** and **non-major modifications**.

A **major modification** is one in which underground excavation occurs and requires the replacement of Phase I vapor recovery equipment. All major modifications require an Authority to Construct prior to the installation of Phase I EVR replacement equipment.

A **non-major modification** occurs when replacing failed components on Phase I systems. All replacement parts must be EVR-certified parts or components. However, if Phase I EVR components or parts are not compatible, pre-EVR certified parts or components may continue to be sold and used. For example, currently there are no certified Phase I EVR components for Phase I coaxial systems, thus non-EVR components can still be used in repairs. All facilities that replace Phase I equipment as a non-major modification are required to notify the District to assure that such replacement is not considered a major modification. Additionally, facilities will be required to apply for and obtain an Authority to Construct to "capture" these changes when the EVR systems must be demonstrated to be in place by April 1, 2005.

Further information on EVR can be found at the CARB website under Programs at www.arb.ca.gov

AIR TOXICS REVIEW

Background

The Air Toxics "Hot Spots" Information and Assessment Act was enacted in September 1987, with subsequent amendments. The Air Toxics "Hot Spots" Act establishes a formal air toxics emission inventory risk quantification program that Districts manage. The goal of the Air Toxics "Hot Sports" Act is to:

- ? collect emission data indicative of routine predictable releases of toxic substances to the air;
- ? identify facilities having localized impacts;
- ? evaluate health risks from exposure to the emissions;
- ? notify nearby residents of significant risks; and
- ? reduce risk below the determined level of significance.

Those facilities that pose a potentially significant health risk are required to reduce their risks, thereby reducing the near-source exposure of Californians to toxic air pollutants. Significant risks posed by facilities require public notification and if requested, districts must make health risk assessments available for public review.

The District is evaluating both proposed and existing GDFs to determine the cancer risk that is based upon annual gasoline throughput. Listed below is the specific process for proposed and existing facilities.

For proposed facilities, the District is using an initial health risk screening that is based upon the proposed annual throughput for the facility. For those facilities proposing to pump 1.5 million gallons of gasoline or more a year (i.e. those that have a cancer risk greater than 10-in-a-million), a slightly refined risk screening analysis will be conducted by utilizing distance information from the centroid of the pump islands to the nearest commercial and residential structures. If the cancer risk remains greater than 10-in-a-million following the refined risk assessment, a gasoline throughput limitation will be placed upon the facility. This limitation will be based on a gasoline throughput that will reduce the cancer risk too less than 10-in-a-million. If the applicant chooses, a detailed health risk assessment, approved by the District, may be conducted by the applicant or risk reduction measures may be implemented to reduce emissions. These steps may result in the 10-in-a-million cancer risk threshold being exceeded at a higher annual gasoline throughput limitation.

For existing GDFs, the District is reviewing the high throughput facilities that have an initial screening of greater than 10-in-a-million cancer risk. Information regarding distances from the centroid of the pump islands to the nearest commercial and residential structures is being gathered to refine the initial screening. If the cancer risk remains greater than 10-in-a-million, then the risk analysis will be submitted to the facility for review and comment before being forwarded to the Office of Environmental Health Hazard Assessment (OEHHA) for approval.

Following OEHHA approval of the risk assessment, Public Notification is required of all persons exposed in accordance with adopted District policies, and risk reduction through gasoline throughput curtailment or improved emission controls will be required. These requirements are likely to apply to only those facilities that have a very high annual throughput and with neighbors in close proximity.

This advisory notice and other previously issued advisories can be found on our website at www.placer.ca.gov/apcd or by calling Ms. Ann Hobbs at (530) 889-7137.



MEMORANDUM

To: City Council
cc: Kinarik Shallow, Associate Planner
From: Jeremias Szust, Trinity Consultants
Date: July 15, 2020
RE: Response to SWAPE Comments for WRSP PCL F-31 – The Plaza at Blue Oaks (File #PL17-0368)

On June 29, 2020, the City received a letter from the Law Office of Robert M. Bone, representing an unincorporated association of Roseville community residents (the "Association") regarding the appeal of the Plaza at Blue Oaks project ("Project"). The letter, dated June 26, 2020, includes comments from SWAPE, a technical consultant, who identifies alleged inadequacies with the Initial Study/Mitigated Negative Declaration (IS/MND) prepared for the Project.

SWAPE identifies alleged inadequacies with the Health Risk Assessment (HRA). The direct comments made in SWAPE's letter (shown in italicized text) and Trinity Consultants (Trinity) responses are included below. In his portion of the letter, Mr. Bone provides a summary of SWAPE's comments; therefore, Mr. Bone's comments do not require a separate response as they will be addressed with Trinity's responses below.

Health Risk Assessment Comments

1. *The IS/MND states that an HRA was prepared to assess the health risk impact associated with the "annual amount of gasoline dispensed from the facility" (p. 11). Thus, while the Project did conduct an operational HRA, the HRA fails to evaluate the health risk impacts resulting from the Project's entire operation, not just from the gasoline dispensed. This is incorrect, as the HRA fails to include all of the Project's operational emissions, including emissions resulting from operational activities such as product use, architectural coatings, space heating, water heating, refrigeration, office uses, ventilation, lighting, water-use, and waste. As such, this partial operational HRA cannot be used to determine impacts from the entire Project's operations, and the IS/MND's less than significant health risk impact should not be relied upon.*

The emissions resulting from operational activities such as product use, architectural coatings, space heating, water heating, refrigeration, office uses, ventilation, lighting, water-use, and waste were not included in the HRA as the emissions from these sources are negligible compared to the emissions from gasoline loading and unloading operations. Emissions from those sources would also fall below the pound per year Degree of Accuracy thresholds outlined in Appendix A of the Office of Environmental Health Hazard Assessment (OEHHA) Air Toxics Hot Spots Program Guidance Manual.

Additionally, the HRA makes conservative assumptions about the quantity of gasoline that can be dispensed in a year. It assumes that 5.5 million gallons are dispensed in the modeling configuration, and that value is applied to the 30-year exposure timeframe utilized in the HRA. It is unlikely that the service station would dispense the maximum amount of gasoline every year for a 30-year period.

2. *By failing to conduct a quantified construction HRA, the Project is inconsistent with the most recent guidance published by the Office of Environmental Health Hazard Assessment (OEHHA), the*

organization responsible for providing guidance on conducting HRAs in California. In February of 2015, OEHHA released its most recent Risk Assessment Guidelines: Guidance manual for Preparation of Health Risk Assessments, which was formally adopted in March of 2015. This guidance document describes the types of projects that warrant the preparation of an HRA. Construction of the Project will produce emissions of DPM, a human carcinogen, through the exhaust stacks of construction equipment over a construction period of approximately 416 days, or 1.14 years (attachment 5, pp. 120). The OEHHA document recommends that all short-term projects lasting at least two months be evaluated for cancer risks to nearby sensitive receptors. Even though we were not provided with the expected lifetime of the Project, we know that the Project will last longer than 2-months, as specified by OEHHA. Therefore, we recommend that health risks from Project construction should have been evaluated by the IS/MND, as a two-year construction schedule exceeds the 2-month requirement set forth by OEHHA. These recommendations reflect the most recent health risk policy, and as such, we recommend that an updated assessment of health risks to nearby sensitive receptors from Project construction should be included in an updated CEQA analysis for the Project.

Construction HRAs are completed at the behest of the local permitting authority, in this case Placer County Air Pollution Control District (PCAPCD), if project emissions are expected to significantly impact the surrounding community. Because the CalEEMod emissions fall below the relevant construction thresholds of significance, a construction HRA was not requested by PCAPCD. Additionally, the HRA was submitted to PCAPCD for review and was tentatively accepted based on conservative gasoline throughputs. Because a construction HRA was not required, the OEHHA guidelines do not apply.

- 3. Review of the IS/MND demonstrates that, while the Project did conduct an operational HRA, the HRA fails to evaluate the cumulative lifetime cancer risk to nearby, existing receptors as a result of Project construction and operation together. According to OEHHA guidance, "the excess cancer risk is calculated separately for each age grouping and then summed to yield cancer risk at the receptor location." However, review of the IS/MND demonstrates that, while the IS/MND calculated the health risk to nearby, existing infant, child, and adult receptors, the HRA fails to evaluate the cumulative lifetime cancer risk to nearby, existing receptors as a result of Project construction and operation together. Therefore, the IS/MND should have quantified the Project's entire construction and operational health risks, as well as compared the combined construction and operational health risks to the PCAPCD threshold of 10 in one million, as indicated by the IS/MND (p.11)*

Due to the short-term nature of the construction project, and the conservative estimates used in preparing the HRA, the HRA as it was submitted is a good representation of the cumulative lifetime cancer risk to nearby, existing receptors as a result of the Project. Again, the analysis assumes that the service station will pump 5.5 million gallons of gasoline, per year, over a 30-year exposure period, while construction DPM emissions would only occur over a 1.14 year timeframe.

Shallow, Kinarik

From: Hocker, Lauren
Sent: Tuesday, June 30, 2020 2:49 PM
To: Siao, David; Forsythe, William
Cc: Shallow, Kinarik
Subject: RE: carbon intensity factors

This has been most helpful and informative. Thank you so much for your time!

Lauren Hocker

Senior Planner
Development Services Dept.

To help minimize the spread of COVID-19, I will be teleworking from home. Please note, my response may be slower than normal, but I will get back to you. Thank you for your flexibility and patience during this extraordinary time. Stay safe and healthy.

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From: Siao, David <DSiao@roseville.ca.us>
Sent: Tuesday, June 30, 2020 2:48 PM
To: Hocker, Lauren <LHocker@roseville.ca.us>; Forsythe, William <WForsythe@roseville.ca.us>
Subject: Re: carbon intensity factors

I see, thank you for explaining that. In that case I would use the 443/190 numbers you mentioned and do a linear extrapolation for the intervening years to reflect the increasing RPS requirements (it levels off after 2030). Happy to help!

From: Hocker, Lauren <LHocker@roseville.ca.us>
Sent: Tuesday, June 30, 2020 2:44 PM
To: Siao, David <DSiao@roseville.ca.us>; Forsythe, William <WForsythe@roseville.ca.us>
Subject: RE: carbon intensity factors

Hi David,

It's a default number input by the model developers when it was first published, not something the model derives; the model includes default energy intensity factors for all major energy providers in California. We have the option of a user override, and were trying to figure out if a) we had evidence to suggest we should and b) what it should be, in that instance.

Lauren Hocker

Senior Planner
Development Services Dept.

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From: Siao, David <DSiao@roseville.ca.us>

Sent: Tuesday, June 30, 2020 2:42 PM

To: Hocker, Lauren <LHocker@roseville.ca.us>; Forsythe, William <WForsythe@roseville.ca.us>

Subject: Re: carbon intensity factors

Hi Lauren,

Answers in red below.

David

From: Hocker, Lauren <LHocker@roseville.ca.us>

Sent: Tuesday, June 30, 2020 2:31 PM

To: Siao, David <DSiao@roseville.ca.us>; Forsythe, William <WForsythe@roseville.ca.us>

Subject: RE: carbon intensity factors

Hi David,

I'm having a little trouble following along to the conclusion, so I hope you'll bear with me on some follow up questions. When you say the weighted average emissions factors are 0.201 and 0.086 EF respectively, you are referring to 2020 and 2030, yes? **Correct.** But do those numbers represent our final estimated emissions factors taking into account all sources? **Yes, they are conservative average estimated numbers.** If that's the case, then it would seem our 2020 EF in the model should be about 443 lbs/MWh and the 2030 EF should be about 190 lbs/MWh, not the nearly 800 pounds included in the model. Can you help me connect the dots I'm missing? **I mistakenly thought the 793 you mentioned referred to the REP, Roseville Electric's power plant. If it refers to either our 2020 or 2030 EF it's definitely too high. However, I can't tell you why that is without knowing how the model arrived at that number.**

Lauren Hocker

Senior Planner

Development Services Dept.

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From: Siao, David <DSiao@roseville.ca.us>
Sent: Tuesday, June 30, 2020 2:13 PM
To: Forsythe, William <WForsythe@roseville.ca.us>; Hocker, Lauren <LHocker@roseville.ca.us>
Subject: Re: carbon intensity factors

Thanks Bill. Lauren, that number seems about right.

Using our RPS mandates as a proxy (since RPS and hydro deliveries vary year to year), and assuming an average 20% hydro mix, we would have 53% (33% RPS plus 20% hydro) of our energy be carbon free in 2020, and 80% (60% RPS and 20% hydro) by 2030. For the balance we can conservatively assume it's natural gas, which has an emissions factor of 0.428/MTCO₂e (or about 943 lbs) per MWh.

A weighted average should give you an EF of .201 and 0.086, respectively.

REP has a slightly better emissions factor than 0.428 on average, though it can vary annually depending on how we run it.

Past power content labels are here:

https://www.roseville.ca.us/government/departments/electric_utility/about_us/reports_publications/power_content_label. If you need them, I can dig up with 2018 and draft 2019 numbers as well.

David

From: Forsythe, William <WForsythe@roseville.ca.us>
Sent: Tuesday, June 30, 2020 1:41 PM
To: Hocker, Lauren <LHocker@roseville.ca.us>
Cc: Siao, David <DSiao@roseville.ca.us>
Subject: RE: carbon intensity factors

That does seem high as we are getting nearly 60% of our power from renewable and large hydro sources. The remaining nearly 40% coming from natural gas (or market) power. Our 2018 IRP on page 81 gives you an indication of the trajectory we are on. Note that this was based on SB 350 (50% renewables in 2030), since we put the IRP together SB 100 (60% renewables in 2030) has set more aggressive targets so by 2045 we will need to be at zero emissions, or net-zero emissions (to be defined).

David prepares our Power Source Disclosure and could give you a better estimate of our current carbon intensity.

Bill

From: Hocker, Lauren <LHocker@roseville.ca.us>
Sent: Tuesday, June 30, 2020 1:19 PM

To: Forsythe, William <WForsythe@roseville.ca.us>

Subject: RE: carbon intensity factors

Hi Bill,

The context is an air quality model, called CalEEMod. The model includes a default carbon intensity factor for Roseville Electric of about 793 lbs of CO2 per megawatt hour. We are questioning whether that number is out of date for the present time, and also whether it might not be too high if we are modeling a project for the 2030 cumulative year. So we're doing some research to figure out what would be appropriate.

Lauren Hocker

Senior Planner

Development Services Dept.

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From: Forsythe, William <WForsythe@roseville.ca.us>

Sent: Tuesday, June 30, 2020 1:14 PM

To: Hocker, Lauren <LHocker@roseville.ca.us>

Subject: RE: carbon intensity factors

Hi Lauren. If you have more context, that would be helpful. Our efforts are focused around regulatory compliance, which is meeting the State's renewable portfolio standard (RPS). There isn't a regulation on carbon intensity so to date, we have not focused on that as a portfolio management objective. If you look at the annual power content label that Erin Frye in Electric Public Affairs prepares and is distributed to our customers in one of their bills, that will give you an idea of our current carbon intensity (with lots of caveats...like hydro variability).

As far as 2030, the RPS will be 60%, the rest of our mix will be hydro from a couple sources, some thermal from our natural gas plants, and the rest from the market. We can approximate that, but lacking either a regulatory objective or a Council mandate, it will just be an estimate.

Please let me know if that I helpful or if you have any other questions.

Bill

Bill Forsythe

Power Supply Manager

Roseville Electric Utility

wforsythe@roseville.ca.us

o: (916) 774-5619

c: (530) 391-3250

f: (916) 774-5583



From: Hocker, Lauren <LHocker@roseville.ca.us>
Sent: Tuesday, June 30, 2020 11:40 AM
To: Forsythe, William <WForsythe@roseville.ca.us>
Subject: FW: carbon intensity factors

Hi there,

I'm trying to figure out who to talk to in Roseville Electric who would know what our current carbon intensity factors are for our electricity generation, and what they are expected to be in 2030. Rick suggested that either you would know, or would know who to talk to. Can you help with that, please?

Lauren Hocker

Senior Planner

Development Services Dept.

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From: Corral, Rick <RCorral@roseville.ca.us>
Sent: Tuesday, June 30, 2020 11:25 AM
To: Hocker, Lauren <LHocker@roseville.ca.us>
Cc: Shallow, Kinarik <KShallow@roseville.ca.us>
Subject: RE: carbon intensity factors

I would try Bill Forsythe. If he's not the correct person, he should know who to talk with.

From: Hocker, Lauren <LHocker@roseville.ca.us>
Sent: Tuesday, June 30, 2020 10:42 AM
To: Corral, Rick <RCorral@roseville.ca.us>
Cc: Shallow, Kinarik <KShallow@roseville.ca.us>
Subject: carbon intensity factors

Hey Rick,

I am trying to figure out who to talk to in Roseville Electric who would know what our current carbon intensity factors are for our electricity generation, and what they are expected to be in 2030. Can you help with that, please?

Lauren Hocker

Senior Planner

Development Services Dept.

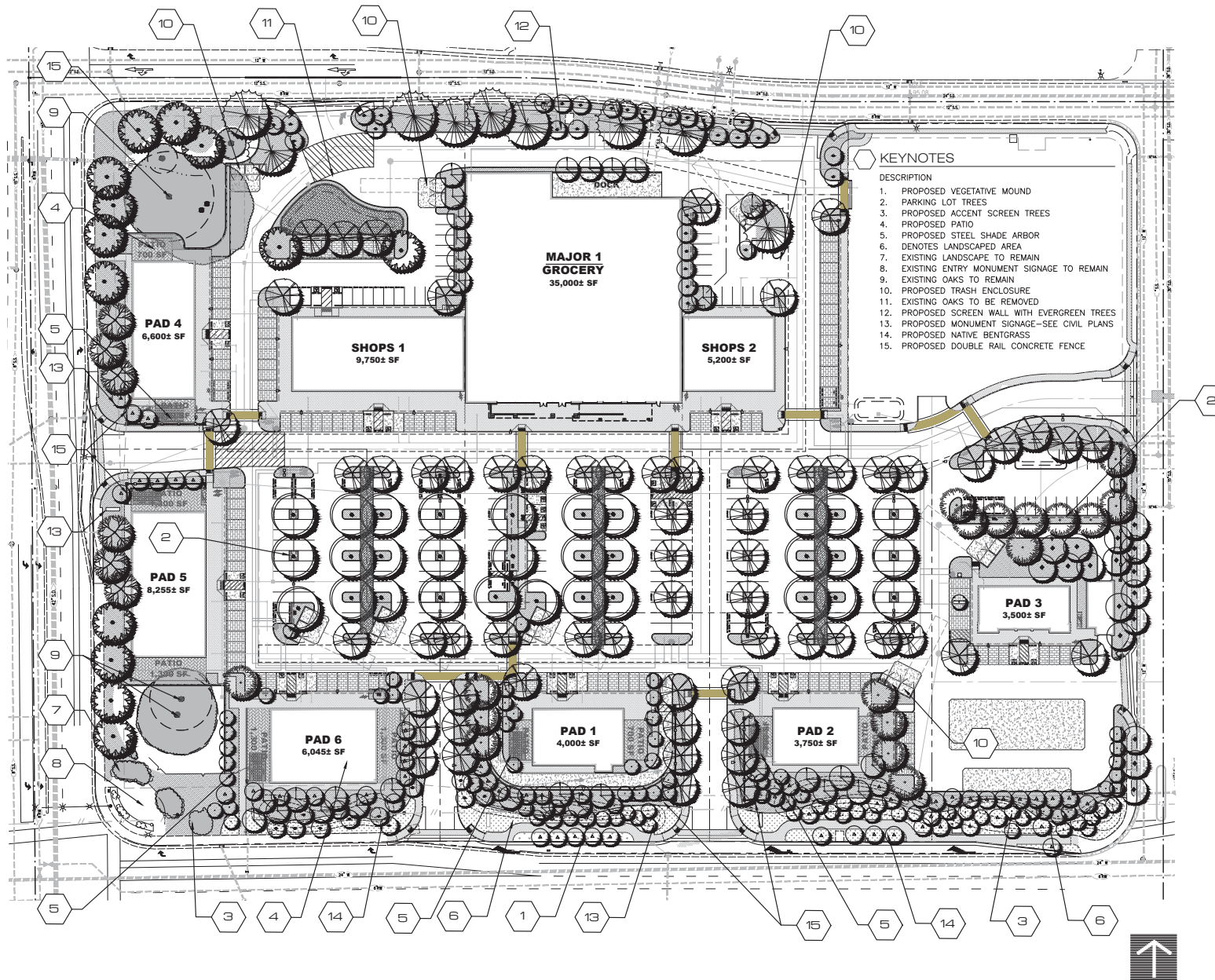
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MEMO ATTACHMENT 6



PRELIMINARY TREE LIST AND LEGEND						
SYMBOL	BOTANICAL NAME COMMON NAME	SIZE WHH SIZE	WATER USE	DESIGN USE		
	ACER RUBRUM ARMSTRONG ARMSTRONG COLUMBIAN MAPLE	15 GAL 15'x40'	MOD	STREET TREE		
	CEDRUS DEODORA DEODAR CEDAR	15 GAL 30'x60'	LOW	SCREEN TREE		
	LAGERSTROMIA INDICA "ARAPAO" CRANE MYRTLE	15 GAL 15'x25'	LOW	ACCENT TREE		
	LARIX NOBILIS RESINOUS LARCH	15 GAL 40'x40'	MOD	SCREEN TREE		
	MAGNOLIA GRANDIFLORA LITTLE GEM LITTLE GEM MAGNOLIA	24" BOX 10'x20'	LOW	ACCENT TREE		
	NYSSA SYLVIATICA IRONWOOD	24 BOX 25'x45'	LOW	STREET TREE		
	OLEA EUROPEA "MAJESTIC BEAUTY" PEACHES OLIVE	15 G/WIRES	LOW	ACCENT TREE		
	PISTACHIA CHINENSIS HINNED PEACANUT	24" BOX 40'x40'	MOD	SHADE TREE		
	TELIA CORDATA GREENSPIRE LITTLE LEAF LINDEN	15 GAL 30" x 40"	MOD	SCREEN TREE		
	QUERCUS IMBRICATA INTERIOR LIVE OAK	24" BOX NAT. 50'x60'	LOW	STREET TREE		
	ULMUS PARVIFLORA "TREE GREEN" EVERGREEN ELM	24" BOX 30'x35'	MOD	SHADE TREE		
NOTE: 33% OF TOTAL TREE QUANTITY SHALL BE 24" BOX.						
SHRUBS: BACKGROUND/SCREEN						
SYMBOL	BOTANICAL NAME COMMON NAME	SIZE	WATER USE			
	BACKGROUND / SCREEN SHRUBS – EVERGREEN, LARGE SHRUBS TO 4'-6" (USED FOR REDUCING BUILDING MASS OR SCREENING UNDESIRABLE VIEWS.					
	ELAEAGNUS X EMERGEA OLT EDGE GOLD EDGE SILVERDOGWOOD	5 G/L	LOW			
	ELAEAGNUS X HOWARDI MCNOWN HOWARD MCNOWN MANICURE	5 G/L	LOW			
	ROSMARINUS YUSSON BLUE YUSSON BLUE ROSEMARY	5 G/L	MOD			
	HYDRANGEA X MOSCOWIA GOLD FLOWER GOLD FUCHSIA	5 G/L	MOD			
	PODOCARPUS MACROPHYLLUS "MAY" SHIMMERY YEW PINE	5 G/L	MOD			
	PRUNUS C. BRIDGT N TIGHT CAROLINA CHERRY	5 G/L	MOD			
	RAHMANIA CALIFORNICA MOUND SAN BRUNO SAN BRUNO COTONWOOD	15 GAL	MOD			
	XYLOPIA C. "COMPACTA" COMPACTA YUCCA	15 G/L	LOW			
SHRUBS: FAN-FOLIPLER						
SYMBOL	BOTANICAL NAME COMMON NAME	SIZE	WATER USE			
	FAN-FOLIPLER SHRUBS & GRASSES: EVERGREEN OR DECIDUOUS SHRUBS TO 4'-6" (USED FOR FOCUSING OF PLANT MATERIAL, SEASONAL COLOR AND SOFTENING OF BUILDING EDGES AND FOURTH PLANE)					
	AGAVE WEBERI WEBER'S AGAVE	5 G/L	LOW			
	CALLISTEMON "LITTLE JOHN" JOHN BOTTLEBRUSH	5 G/L	LOW			
	DISSOLVENS BICOLOR FORTNIGHT LILY	5 G/L	LOW			
	LEPTOSPERMUM SCORPAIUM RUBY GLOW GLOW LILY	5 G/L	LOW			
	EUCALYPTUS JAPONICA GREENSPICE GREENSPICE EUCALYPTUS	5 G/L	MOD			
	GRAPTELIA CANARIANA HAWAIIAN BUSH	5 G/L	MOD			
	FINIS MUSSO MUDDO MUDDO MUSSO PINE	5 G/L	MOD			
	WESTRINGIA FRUTICOSA COAST ROSEMARY	5 G/L	LOW			
	RIANOMOLLES UNICELLULA SOUTHERN MOON YEDDO	5 G/L	LOW			
SHRUBS AND GRASSES: FOLIAGE						
SYMBOL	BOTANICAL NAME COMMON NAME	SIZE	WATER USE			
	PERENNIALS, GRASSES, AND GRASS COVER NATURAL – SMALL SCALE USE TO PROMOTE TERRACE OR PERENNIAL SHRUBS TO 24" HIGH USE AS A FILLER BETWEEN SITE WORK EDGES AND FAN SHRUBS					
	ANTHEMIS-PRUNELLA U. URSI MADISON	1 G/L	MOD			
	BOUTELOUZA GRACILIS "WILCOX AMBITION" BLUE GRAMA GRASS	1 G/L	LOW			
	CESTIS "BONNET" MAGENTA ROCKROSE	1 G/L	LOW			
	COPIROSA KIRIKI COPIROSA	1 G/L	LOW			
	HYPERICUM CALYCIVUM ANGELS HEAD	1 G/L	MOD			
	LANTANA MONTEVIDEENSIS LANTANA	5 G/L	LOW			
	MULLENBERGIA CAPILLARIS REGAL MIST PINK MIST	1 G/L	MOD			
	MYOPORUM PARVIFOLIUM CREeping MYRTLE	1 G/L	LOW			
	ROSA FLORENS CARPET (WHITE AND RED) FLOWER CARPET ROSE	1 G/L	MOD			
	TRACHYLOPHANUM JASMINOIDES SANT JASMINE	500D	MOD			
	NATIVE ENTERTAINERS "NO MOW" OR "MOW FREE" NATIVE FESCUE BUD	500D	MOD			
BOREOMEDICATION AREA AND OR WATER QUALITY BASIN						
	JUNCUS EFFUSUS	1 G/L	MOD			
	CORNUS STOLONIFERA "VELVET" VELVET DOGWOOD	1 G/L	MOD			
	LOMARIA LONGIFOLIA BREEZE BREEZE	1 G/L	LOW			

MEMO ATTACHMENT 7

PAINTS



P1
BENJAMIN MOORE,
#AF100, PASHMINA



P2
BENJAMIN MOORE,
#201, GOLD LEAF



P3
BENJAMIN MOORE
#420, AGAVE



P4
BENJAMIN MOORE
#AF1, KONA



P5
BENJAMIN MOORE,
#2115-20, INCENSE STICK



P6
BENJAMIN MOORE,
#CW250, CARRIAGE RED



P7
BENJAMIN MOORE,
#AF185, VENETIAN PORTICO



P8
BENJAMIN MOORE,
#HC166, KENDALL CHARCOAL



P9
BENJAMIN MOORE,
#F705, CINDER

AWNINGS



AW1 UNITY LEAF



AW2 EMBER

STOREFRONT



SF1
KAWNEER
ANODIZED #28 MEDIUM BRONZE

BRICK WALL



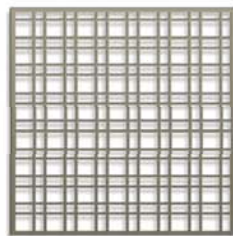
W1
BELDEN BRICK
BERWICK BLEND

STONE WALL



W2
CORONADO
RIVER ROCK,
RENO BLEND

METAL GRILLE



G1
BOK MODERN,
PATTERN #C1, COLOR P5,
POWDER COAT ALUMINUM

MAJOR 1&2, SHOPS 1&2, & PAD BUILDINGS

MATERIALS AND COLOR BOARD

BLUE OAKS PLAZA
ROSEVILLE, CA 95744

250 Sutter Street, Suite 500
San Francisco, California 94108-4461
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mcgarchitecture.com



DATE: 15.480.01
MCG JOB #:

DATE	REVISIONS

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RULE 218 ARCHITECTURAL COATINGS

Adopted 6-19-79

(Amended 2-01-83, 5-20-85, 4-01-86, 2-09-95, 8-14-97, 12-13-01, 10-14-10)

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October 14, 2010

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100 GENERAL

- 101 PURPOSE:** To limit the quantity of volatile organic compounds in architectural coatings supplied, sold, offered for sale, applied, solicited for application, or manufactured for use within the District.
- 102 APPLICABILITY:** Except as provided in Section 104, this rule is applicable to any person who:
- 102.1 Supplies, sells, or offers for sale any architectural coating for use within the District.
 - 102.2 Manufactures, blends, or repackages any architectural coating for use within the District.
 - 102.3 Applies or solicits the application of any architectural coating within the District.
- 103 SEVERABILITY:** If a court of competent jurisdiction, issues an order that any provision of this rule is invalid, it is the intent of the Board of Directors of the District that other provisions of this rule remain in full force and affect, to the extent allowed by law.
- 104 EXEMPTIONS:** This rule does not apply to:
- 104.1 Any architectural coating that is supplied, sold, offered for sale, or manufactured for use outside of the District, or for shipment to other manufacturers for reformulation, or repackaging.
 - 104.2 Any aerosol coating product.
 - 104.3 Any architectural coating that is sold in a container with a volume of one liter (1.057 quart) or less, except for Reporting Requirements, in Section 501.
 - 104.4 Shop Coating Operations: Coating operations conducted in a business shop environment which are subject to either, Rule 236, WOOD PRODUCTS COATING OPERATIONS, or Rule 238, FACTORY COATING OF FLAT WOOD PANELING, are exempt from all provisions of this rule.

200 DEFINITIONS

- 201 ADHESIVE:** Any chemical substance that is applied for the purpose of bonding two surfaces together other than by mechanical means.
- 202 AEROSOL COATING PRODUCT:** A pressurized coating product containing pigments or resins that dispense product ingredients by means of a propellant, and is packaged in a disposable can for hand-held application, or for use in specialized equipment for ground traffic/marketing applications.
- 203 ALUMINUM ROOF COATING:** A coating labeled and formulated exclusively for application to roofs and containing at least 84 grams of elemental aluminum pigment per liter of coating (at least 0.7 pounds per gallon). Pigment content shall be determined in accordance with SCAQMD Method 318-95, incorporated by reference in subsection 503.5.4.
- 204 ANTENNA COATING:** A coating labeled and formulated exclusively for application to equipment and associated structural appurtenances that are used to receive or transmit electromagnetic signals.
- 205 ANTIFOULING COATING:** A coating labeled and formulated for application to submerged stationary structures and their appurtenances to prevent or reduce the attachment of marine or freshwater biological organisms. To qualify as an antifouling coating, the coating must be registered with both the U.S. Environmental Protection Agency under the Federal Insecticide,

Fungicide, and Rodenticide Act (7 U.S.C. Section 136, *et seq.*) and with the California Department of Pesticide Regulation.

- 206 APPURTENANCES:** Any accessory to a stationary structure coated at the site of installation, whether installed or detached, including but not limited to: bathroom and kitchen fixtures, cabinets, concrete forms, doors, elevators, fences, hand railings, heating equipment, air conditioning equipment and other fixed mechanical equipment, or stationary tools, lampposts, partitions, pipes and piping systems, rain-gutters and down-spouts, stairways, fixed ladders, catwalks, and fire escapes, and window screens.
- 207 ARCHITECTURAL COATING:** A coating to be applied to stationary structures and their appurtenances at the site of installation, to portable buildings at the site of installation, to pavements, or to curbs. Coatings applied in shop applications or to non-stationary structures such as airplanes, ships, boats, railcars, and automobiles, and adhesives are not considered architectural coatings for the purpose of this rule.
- 208 BASEMENT SPECIALTY COATING:** A clear or opaque coating that is labeled and formulated for application to concrete and masonry surfaces to provide a hydrostatic seal for basements and other below-grade surfaces. Basement Specialty Coatings must meet the following criteria:
- 208.1 Coating must be capable of withstanding at least 10 psi of hydrostatic pressure, as determined in accordance with ASTM D7088-04, which is incorporated by reference in Subsection 503.5.11.
- 208.2 Coating must be resistant to mold and mildew growth and must achieve a microbial growth rating of 8 or more, as determined in accordance with ASTM D3273-00 and ASTM D3274-95, incorporated by reference in Subsection 503.5.17.
- 209 BITUMENS:** Black or brown materials including, but not limited to, asphalt, tar, pitch, and asphaltite that are soluble in carbon disulfide, consist mainly of hydrocarbons, and are obtained from natural deposits or as residues from the distillation of crude petroleum or coal.
- 210 BITUMINOUS ROOF COATING:** A coating which incorporates bitumens that is labeled, and formulated exclusively for roofing, for the primary purpose of preventing water penetration.
- 211 BITUMINOUS ROOF PRIMER:** A primer which incorporates bitumens that is labeled and formulated exclusively for roofing, and is intended for the purpose of preparing a weathered or aged surface or improving the adhesion of subsequent surfacing components.
- 212 BOND BREAKER:** A coating labeled and formulated for application between layers of concrete to prevent a freshly poured top layer of concrete from bonding to the layer over which it is poured.
- 213 CLEAR BRUSHING LACQUERS:** Clear wood finishes, excluding clear lacquer sanding sealers, formulated with nitrocellulose or synthetic resins to dry by solvent evaporation without chemical reaction and to provide a solid, protective film, which are intended exclusively for application by brush, and which are labeled as specified in Section 401.6.
- 214 CLEAR WOOD COATINGS:** Clear and semi-transparent coatings, including lacquers and varnishes, applied to wood substrates to provide a transparent or translucent solid film.
- 215 COATING:** A material applied onto or impregnated into a substrate for protective, decorative, or functional purposes. Such materials include, but are not limited to, paints, varnishes, sealers, and stains.
- 216 COLORANT:** A concentrated pigment dispersion in water, solvent, and/or binder that is added to an architectural coating, after packaging in sale units, to produce the desired color.

- 217 CONCRETE CURING COMPOUND:** A coating labeled and formulated for application to freshly poured concrete to perform one or more of the following functions:
- 217.1 Retard the evaporation of water;
 - 217.2 Harden or dustproof the surface of freshly poured concrete.
- 218 CONCRETE/MASONRY SEALER:** A clear or opaque coating that is labeled and formulated primarily for application to concrete and masonry surfaces to perform one or more of the following functions:
- 218.1 Prevent penetration of water;
 - 218.2 Provide resistance against abrasion, alkalis, acids, mildew, staining, or ultraviolet light;
 - 218.3 Harden or dustproof the surface of aged or cured concrete.
- 219 DRIVEWAY SEALER:** A coating labeled and formulated for application to worn asphalt driveway surfaces to perform one or more of the following functions:
- 219.1 Fill cracks;
 - 219.2 Seal the surface to provide protection;
 - 219.3 Restore or preserve the appearance.
- 220 DRY FOG COATING:** A coating labeled and formulated only for spray application such that overspray droplets dry before subsequent contact with incidental surfaces in the vicinity of the surface coating activity.
- 221 EXEMPT COMPOUND:** For the purposes of this rule, “exempt compound” has the same meaning as in Rule 102, DEFINITIONS.
- 222 FAUX FINISHING COATING:** A coating labeled and formulated to meet one or more of the following criteria:
- 222.1 A glaze or textured coating used to create artistic effects, including, but not limited to: dirt, suede, old age, smoke damage, and simulated marble and wood grain; or
 - 222.2 A decorative coating used to create a metallic, iridescent, or pearlescent appearance that contains at least 48 grams of pearlescent mica pigment or other iridescent pigment per liter of coating, as applied (at least 0.4 pounds per gallon); or
 - 222.3 A decorative coating used to create a metallic appearance that contains less than 48 grams of elemental metallic pigment per liter of coating as applied (less than 0.4 pounds per gallon), when tested in accordance with SCAQMD Method 318-95, incorporated by reference in subsection 503.5.4; or
 - 222.4 A decorative coating used to create a metallic appearance that contains greater than 48 grams of elemental metallic pigment per liter of coating as applied (greater than 0.4 pounds per gallon) and which requires a clear topcoat to prevent the degradation of the finish under normal use conditions. The metallic pigment content shall be determined in accordance with SCAQMD Method 318-95, incorporated by reference in subsection 503.5.4; or
 - 222.5 A clear topcoat to seal and protect a faux finishing coating that meets the requirements of subsections 222.1, 222.2, 222.3, or 222.4. These clear topcoats must be sold and

used solely as part of a faux finishing coating system, and must be labeled in accordance with subsection 401.4.

- 223 FIRE-RESISTIVE COATING:** Coating labeled and formulated to protect structural integrity by increasing the fire endurance of interior or exterior steel and other structural materials. The fire-resistive category includes sprayed fire resistive materials and intumescent fire resistive coatings that are used to bring structural materials into compliance with federal, state and local building code requirements: fire-resistive coatings shall be tested in accordance with ASTM E119-09c, incorporated by reference in Subsection 503.5.2. Fire-resistive coatings and testing agencies must be approved by building code officials.
- 224 FIRE-RETARDANT COATING:** A coating labeled and formulated to retard ignition and flame spread, that has been fire tested and rated by a testing agency approved by building code officials for use in bringing building and construction materials into compliance with federal, state, and local building code requirements. The fire-retardant coating and the testing agency must be approved by building code officials. The fire-retardant coating shall be tested in accordance with ASTM E84-07, incorporated by reference in Section 503.5.1 (Flame Spread Index). Effective July 1, 2011, the fire-retardant coating category is eliminated and coatings with fire retardant properties will be subject to the VOC limit of their primary category (e.g., Flat, Nonflat, etc.).
- 225 FLAT COATING:** A coating that is not defined under any other definition in this rule and that registers gloss less than 15 on an 85-degree meter or less than 5 on a 60-degree meter, according to ASTM D523-89 (1999), incorporated by reference in Section 503.5. 3.
- 226 FLOOR COATING:** An opaque coating that is labeled and formulated for application to flooring, including, but not limited to, decks, porches, steps, garage floors, and other horizontal surfaces which may be subject to foot traffic.
- 227 FLOW COATING:** A coating labeled and formulated exclusively for use by electric power companies or their subcontractors to maintain the protective coating systems present on utility transformer units.
- 228 FORM-RELEASE COMPOUND:** A coating labeled and formulated for application to a concrete form to prevent the freshly poured concrete from bonding to the form. The form may consist of wood, metal, or some other material other than concrete.
- 229 GRAPHIC ARTS COATING OR SIGN PAINT:** A coating labeled and formulated for hand-application by artists using brush, airbrush, or roller techniques to indoor and outdoor signs (excluding structural components) and murals including lettering enamels, poster colors, copy blockers, and bulletin enamels.
- 230 HIGH-TEMPERATURE COATING:** A high performance coating labeled and formulated for application to substrates exposed continuously or intermittently to temperatures above 204°C (400°F).
- 231 INDUSTRIAL MAINTENANCE COATING:** A high performance architectural coating, including primers, sealers, undercoaters, intermediate coats, and topcoats, formulated for application to substrates, including floors, exposed to one or more of the following extreme environmental conditions listed in subsections 231.1 through 231.5, and labeled as specified in subsection 401.5:
- 231.1 Immersion in water, wastewater, or chemical solutions (aqueous and non-aqueous solutions), or chronic exposure of interior surfaces to moisture condensation;
- 231.2 Acute or chronic exposure to corrosive, caustic, or acidic agents, or to chemicals, chemical fumes, or chemical mixtures or solutions;

- 231.3 Frequent exposure to temperatures above 121°C (250°F);
- 231.4 Frequent heavy abrasion, including mechanical wear and repeated (frequent) scrubbing with industrial solvents, cleansers, or scouring agents; or
- 231.5 Exterior exposure of metal structures and structural components.
- 232 LACQUER:** A clear or opaque wood coating, including clear lacquer sanding sealers, formulated with cellulosic or synthetic resins to dry by evaporation without chemical reaction and to provide a solid, protective film.
- 233 LOW-SOLIDS COATING:** A coating containing 0.12 kilogram or less of solids per liter (1 pound or less of solids per gallon) of coating material as recommended for application by the manufacturer. The VOC content for Low Solids Coatings shall be calculated in accordance with Subsection 276.
- 234 MAGNESITE CEMENT COATING:** A coating labeled and formulated for application to magnesite cement decking to protect the magnesite cement substrate from erosion by water.
- 235 MANUFACTURER'S MAXIMUM THINNING RECOMMENDATION:** The maximum recommendation for thinning that is indicated on the label or lid of the coating container.
- 236 MASTIC TEXTURE COATING:** A coating labeled and formulated to cover holes and minor cracks and to conceal surface irregularities, and is applied in a single coat of at least 10 mils (0.010 inch) dry film thickness.
- 237 MEDIUM DENSITY FIBERBOARD (MDF):** A composite wood product panel, molding, or other building material composed of cellulosic fibers (usually wood) made by dry forming and pressing of a resinated fiber mat.
- 238 METALLIC PIGMENTED COATING:** A coating that is labeled and formulated to provide a metallic appearance. Metallic pigmented coatings must contain at least 48 grams of elemental metallic pigment (excluding zinc) per liter of coating as applied (at least 0.4 pounds per gallon), when tested in accordance with South Coast Air Quality Management District Method 318-95, incorporated by reference in subsection 503.5.4. The metallic pigmented coating category does not include coatings applied to roofs or zinc-rich primers.
- 239 MULTI-COLOR COATING:** A coating that is packaged in a single container and that is labeled and formulated to exhibit more than one color when applied in a single coat.
- 240 NONFLAT COATING:** A coating that is not defined under any other definition in this rule and that registers a gloss of 15 or greater on an 85-degree meter and 5 or greater on a 60-degree meter according to ASTM D523-89 (1999), incorporated by reference in Section 503.5.3.
- 241 NONFLAT-HIGH GLOSS COATING:** A nonflat coating that registers a gloss of 70 or above on a 60 degree meter according to ASTM D523-89 (1999), incorporated by reference in Subsection 503.5.3. Nonflat-High Gloss coatings must be labeled in accordance with Section 401.12.
- 242 PARTICLE BOARD:** A composite wood product panel, molding, or other building material composed of cellulosic material (usually wood) in the form of discrete particles, as distinguished from fibers, flakes, or strands, which are pressed together with resin.
- 243 PEARLESCENT:** Exhibiting various colors depending on the angles of illumination and viewing, as observed in mother-of-pearl.

- 244 PLYWOOD:** A panel product consisting of layers of wood veneers or composite core, pressed together with resin. Plywood includes panel products made by either hot or cold pressing (with resin) veneers to a platform.
- 245 POST-CONSUMER COATING:** Finished coatings generated by a business or consumer that have served their intended end uses, and are recovered from, or otherwise diverted from the waste stream for the purpose of recycling.
- 246 PRE-TREATMENT WASH PRIMER:** A primer that contains a minimum of 0.5 percent acid, by weight, when tested in accordance with ASTM D1613-06, incorporated by reference in Section 503.5.5, which is labeled and formulated for application directly to bare metal surfaces to provide corrosion resistance and to promote adhesion of subsequent topcoats.
- 247 PRIMER, SEALER, AND UNDERCOATER:** A coating labeled and formulated for one or more of the following purposes:
- 247.1 To provide a firm bond between the substrate and the subsequent coatings.
 - 247.2 To prevent subsequent coatings from being absorbed by the substrate.
 - 247.3 To prevent harm to subsequent coatings by materials in the substrate.
 - 247.4 To provide a smooth surface for the subsequent application coatings.
 - 247.5 To provide a clear finish coat to seal the substrate.
 - 247.6 To block materials from penetrating into or leaching out of a substrate.
- 248 QUICK-DRY ENAMEL:** A nonflat coating that is labeled as specified in Section 401.9 and that is formulated to have the following characteristics:
- 248.1 Is capable of being applied directly from the container under normal conditions with ambient temperatures between 16° and 27°C (60° and 80°F);
 - 248.2 When tested in accordance with ASTM D1640-95, incorporated by reference in Section 503.5.6, sets to touch in 2 hours or less, is tack free in 4 hours or less, and dries hard in 8 hours or less by the mechanical test method; and
 - 248.3 Has a dried film gloss of 70 degrees or above on a 60 degree meter.
- 249 QUICK DRY PRIMER, SEALER, AND UNDERCOATER:** A primer, sealer or undercoater that is dry to the touch in 30 minutes and can be recoated in 2 hours when tested in accordance with ASTM D1640-95, incorporated by reference in Section 502.5.6.
- 250 REACTIVE PENETRATING SEALER:** A clear or pigmented coating that is labeled and formulated for application to above-grade concrete and masonry substrates to provide protection from water and waterborne contaminants, including, but not limited to, alkalis, acids and salts. Reactive penetrating sealers must penetrate into concrete and masonry substrates and chemically react to form covalent bonds with naturally occurring minerals in the substrate. Reactive penetrating sealers line the pores of concrete and masonry substrates with a hydrophobic coating, but do not form a surface film. Reactive penetrating sealers must meet all of the following criteria:
- 250.1 The reactive penetrating sealer must improve water repellency at least 80 percent after application on a concrete or masonry substrate. This performance must be verified on standardized test specimens, in accordance with one or more of the following standards, incorporated by reference in subsection 503.5.18: ASTM C67-07, or ASTM C97-02, or ASTM C140-06.

250.2 The reactive penetrating sealer must not reduce the water vapor transmission rate by more than 2 percent after application on a concrete or masonry substrate. This performance must be verified on standardized test specimens, in accordance with ASTM E96/E96M-05, incorporated by reference in subsection 503.5.19.

250.3 Products labeled and formulated for vehicular traffic surface chloride screening applications must meet the performance criteria listed in National Cooperative Highway Research Report 244 (1981), incorporated by reference in subsection 503.5.20.

Reactive penetrating sealers must be labeled in accordance with subsection 401.10.

251 RECYCLED COATING: An architectural coating formulated such that it contains not less than 50% by volume, post-consumer coating, with a maximum of 50% by volume secondary industrial materials or virgin materials.

252 RESIDENTIAL: Areas where people reside or lodge, including, but not limited to, single and multiple family dwellings, condominiums, mobile homes, apartment complexes, motels, and hotels.

253 ROOF COATING: A non-bituminous coating labeled and formulated for application to roofs for the primary purpose of preventing water penetration, reflecting ultraviolet light, or other reflecting solar radiation.

254 RUST PREVENTIVE COATING: A coating formulated to prevent the corrosion of metal surfaces for one or more of the following applications:

254.1 Direct to metal coating;

254.2 Coating intended for application over rusty, previously coated metal surfaces.

This rust preventative coating category does not include coatings that are required to be applied as a topcoat over a primer, or coatings that are intended for use on wood or any other non-metallic surfaces.

Rust preventative coatings, which are for metal substrates only, must be labeled as such in accordance with the labeling requirements in subsection 401.7.

255 SANDING SEALER: A clear or semi-transparent wood coating labeled and formulated for application to bare wood to seal the wood and to provide a coat that can be abraded to create a smooth surface for subsequent applications of coatings. A sanding sealer that also meets the definition of a lacquer is not included in this category, but is included in the lacquer category.

256 SEALER: A coating labeled and formulated for application to a substrate for one or more of the following purposes: to prevent subsequent coatings from being absorbed by the substrate, or to prevent harm to subsequent coatings by materials in the substrate.

257 SECONDARY INDUSTRIAL MATERIALS: Products or by-products of the paint manufacturing process, that are of known composition and have economic value but can no longer be used for their intended purpose.

258 SEMITRANSSPARENT COATING: A coating that contains binders and colored pigments and is formulated to change the color of the surface, but not conceal the grain pattern or texture.

259 SHELLAC: A clear or opaque coating formulated solely with the resinous secretions of the lac beetle (*Laccifer lacca*), and formulated to dry by evaporation without a chemical reaction.

- 260 SHOP APPLICATION:** Application of a coating to a product or a component of a product in or on the premises of a factory or a shop as part of a manufacturing, production, or repairing process (e.g., original equipment manufacturing coatings).
- 261 SOLICIT:** To require for use or to specify, by written or oral contract.
- 262 SPECIALTY PRIMER, SEALER, AND UNDERCOATER:** A coating that is formulated for application to a substrate to block water soluble stains resulting from: fire damage, smoke damage, or water damage. Coatings in these three categories must be labeled in accordance with subsection 401.8.
- 263 STAIN:** A semitransparent or opaque coating labeled and formulated to change the color of a surface but not conceal the grain pattern or texture.
- 264 STONE CONSOLIDANT:** A coating that is labeled and formulated for application to stone substrates to repair historical structures that have been damaged by weathering or other decay mechanisms. Stone Consolidants must penetrate into stone substrates to create bonds between particles and consolidate deteriorated material. Stone Consolidants must be specified and used in accordance with ASTM E2167-01, incorporated by reference in subsection 503.5.21.
- Stone Consolidants are for professional use only and must be labeled as such, in accordance with the labeling requirements in subsection 401.11.
- 265 SWIMMING POOL COATING:** A coating labeled and formulated to coat the interior of swimming pools and to resist swimming pool chemicals. Swimming pool coatings include coatings used for swimming pool repair and maintenance.
- 266 SWIMMING POOL REPAIR AND MAINTENANCE COATING:** A rubber based coating labeled and formulated to be used over existing rubber based coatings for the repair and maintenance of swimming pools.
- 267 TEMPERATURE-INDICATOR SAFETY COATING:** A coating labeled and formulated as a color-changing indicator coating for the purpose of monitoring the temperature and safety of the substrate, underlying piping, or underlying equipment, and for application to substrates exposed continuously or intermittently to temperatures above 204°C (400°F).
- 268 TINT BASE:** An architectural coating to which colorant is added after packaging in sale units to produce a desired color.
- 269 TRAFFIC MARKING COATING:** A coating labeled and formulated for marking and striping streets, highways, or other traffic surfaces including, but not limited to, curbs, berms, driveways, parking lots, sidewalks, and airport runways.
- 270 TUB AND TILE REFINISH COATING:** A clear or opaque coating that is labeled and formulated exclusively for refinishing the surface of a bathtub, shower, sink, or countertop. Tub and tile refinish coatings must meet all of the following criteria:
- 270.1 The coating must have a scratch hardness of 3H or harder and a gouge hardness of 4H or harder. This must be determined on bonderite 1000, in accordance with ASTM D3363-05, incorporated by reference in subsection 503.5.13.
- 270.2 The coating must have a weight loss of 20 milligrams or less after 1000 cycles. This must be determined with CS-17 wheels on bonderite 1000, in accordance with ASTM D4060-07, incorporated by reference in subsection 503.5.14.

270.3 The coating must withstand 1000 hours or more of exposure with few or no #8 blisters. This must be determined on unscribed bonderite, in accordance with ASTM D4585-99 and ASTM D714-02e1, incorporated by reference in subsection 503.5.15.

270.4 The coating must have an adhesion rating of 4B or better, after 24 hours of recovery. This must be determined on unscribed bonderite, in accordance with ASTM D4585-99 and ASTM D3359-02, incorporated by reference in subsection 503.5.12.

271 UNDERCOATER: A coating labeled and formulated to provide a smooth surface for subsequent coats.

272 VARNISH: A clear or semi-transparent wood coating, excluding lacquers and shellacs, formulated to dry by chemical reaction on exposure to air. Varnishes may contain small amounts of pigment to color a surface, or to control the final sheen or gloss of the finish.

273 VENEER: Thin sheets of wood peeled or sliced from logs for use in the manufacture of wood products, such as plywood, laminated veneer lumber, or other products.

274 VIRGIN MATERIALS: Materials that contain no post-consumer coatings or secondary industrial materials.

275 VOLATILE ORGANIC COMPOUND (VOC): For the purposes of this rule, "Volatile Organic Compound" has the same meaning as in Rule 102, DEFINITIONS.

276 VOC ACTUAL CONTENT: The weight of VOC per volume of coating calculated with the following equation:

$$\text{VOC Actual} = (\text{Ws} - \text{Ww} - \text{Wec}) / \text{Vm}$$

Where:

VOC Actual = The grams of VOC per liter of coating (also known as the "Coating VOC")

Ws = Weight of volatile compounds in grams

Ww = Weight of water in grams

Wec = Weight of exempt compounds (as defined in Rule 102, DEFINITIONS) in grams

Vm = Volume of material in liters

277 VOC CONTENT: The weight of VOC per volume of coating. VOC content is determined as VOC regulatory content, as defined in subsection 278, for all coatings except those in the Low Solids category. For coatings in the Low Solids category, the VOC content is VOC actual, as defined in subsection 276. If the coating is a multi-component product, the VOC content is VOC regulatory as mixed or catalyzed. If the coating contains silanes, siloxanes, or other ingredients that generate ethanol or other VOCs during the curing process, the VOC content must include the VOCs emitted during curing.

278 VOC REGULATORY CONTENT: The weight of VOC per volume of coating, less the volume of water and exempt compounds, calculated with the following equation:

$$\text{VOC Regulatory} = (\text{Ws} - \text{Ww} - \text{Wec}) / (\text{Vm} - \text{Vw} - \text{Vec})$$

Where:

VOC Regulatory = The grams of VOC per liter of coating, less water and exempt compounds (also known as the "Material VOC")

Ws = Weight of volatile compounds in grams

Ww = Weight of water in grams

Wec	=	Weight of exempt compounds (as defined in Rule 102, DEFINITIONS) in grams
Vm	=	Volume of material in liters
Vw	=	Volume of water in liters
Vec	=	Volume of exempt compounds (as defined in Rule 102, DEFINITIONS) in liters

279 WATERPROOFING CONCRETE/MASONRY SEALER: A clear or pigmented film-forming coating that is labeled and formulated for sealing concrete and masonry to provide resistance against water, alkalis, acids, ultraviolet light, and staining.

280 WATERPROOFING MEMBRANE: A clear or opaque coating that is labeled and formulated for application to concrete and masonry surfaced to provide a seamless waterproofing membrane that prevents any penetration of liquid water into the substrate. Waterproofing membranes are intended for the following waterproofing applications : (1) below-grade surfaces, (2) between concrete slabs, (3) inside tunnels, (4) inside concrete planters, and (5) under flooring materials. Waterproofing membranes must meet the following criteria:

280.1 Coatings must be applied in a single coat of at least 25 mils (0.025 inches) dry film thickness; and

280.2 Coatings must meet or exceed the requirements contained in ASTM C836-06, incorporated by reference in subsection 503.5.16.

The waterproofing membrane category does not include topcoats that are included in the concrete/masonry sealer category (e.g., parking deck topcoats, pedestrian deck topcoats, etc).

281 WATERPROOFING SEALER: A coating labeled and formulated for application to a porous substrate for the primary purpose of preventing the penetration of water.

282 WOOD COATING: Coatings labeled and formulated for application to wood substrates only. The wood coatings category includes the following clear and semitransparent coatings: lacquers; varnishes; sanding sealers; penetrating oils; clear stains; wood conditioners used as undercoats; and wood sealers used as topcoats. The wood coatings category also includes the following opaque wood coatings: opaque lacquers, opaque sanding sealers, and opaque lacquer undercoaters.

The wood coatings category does not include the following: clear sealers that are labeled and formulated for use on concrete/masonry surfaces or coatings intended for substrates other than wood. Wood coatings must be labeled "For Wood Substrates Only", in accordance with subsection 401.13.

283 WOOD PRESERVATIVE: A coating labeled and formulated to protect exposed wood from decay or insect attack, that is registered with both the U.S. Environmental Protection Agency under the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. Section 136, *et seq.*) and with the California Department of Pesticide Regulation.

284 WOOD SUBSTRATE: A substrate made of wood, particleboard, plywood, medium density fiberboard, rattan, wicker, bamboo, or composite products with exposed wood grain. Wood products do not include items comprised of simulated wood.

285 ZINC-RICH PRIMER: A coating that meets all of the following specifications:

285.1 Coating that contains at least 65 percent metallic zinc powder or zinc dust by weight, of total solids; and

285.2 Coating that is formulated for application to metal substrates to provide a firm bond between the substrate and subsequent applications of coatings; and

285.3 Coating that is intended for professional use only and is labeled as such in accordance with the labeling requirements in subsection 401.14.

300 STANDARDS

301 VOC CONTENT LIMITS: Except as provided in Sections 302, or 303, no person shall: (i) manufacture, blend, or repackage for use within the District; (ii) supply, sell, or offer for use within the District; or (iii) solicit for application or apply within the District, any architectural coating with a VOC content in excess of the corresponding limit specified in the following Table of Standards 1 and Table of Standards 2. Limits are expressed as VOC regulatory content as defined in subsection 278, in grams of VOC per liter of coating thinned to the manufacturer's maximum recommendation, excluding any colorant added to the tint bases; except for Low Solid Coatings where limits are expressed as VOC actual content as defined in subsection 276.

Table of Standards 1 (Effective Until July 1, 2011)

COATING CATEGORY	EFFECTIVE 1997	EFFECTIVE 6/15/2002	EFFECTIVE 1/1/2003	EFFECTIVE 1/1/2004
Flat Coating	250		100	
Nonflat Coating	250	250	150	
Nonflat – High Gloss Coating		250		
SPECIALTY COATINGS:				
Antenna Coating		530		
Antifouling Coating		400		
Bituminous Roof Coating		300		
Bituminous Roof Primers		350		
Bond Breakers	350			
CLEAR WOOD COATINGS:				
Clear Brushing Lacquer		680		
Lacquers (including lacquer sanding sealers)	680		550	
Sanding Sealers (other than lacquer sanding sealers)	350			
Varnishes	350			
Concrete Curing Compounds	350			
Dry Fog Coating	400			
Faux Finishing Coating		350		
Fire-Resistive Coating		350		
FIRE RETARDANT COATING:				
Clear Coating	650			
Opaque Coating	350			
Floor Coating		250		
Flow Coating		420		
Form – Release Compounds	250			
Graphic Arts Coating or Sign Paints	500			
High Temperature Coating	420			
Industrial Maintenance Coating	420			250
Low Solids Coating *		120		
Magnesite Cement Coating	450			
Mastic Texture Coating	300			
Metallic Pigmented Coating	500			
Multi-Color Coating	420		250	
Pre-Treatment Wash Primers	675	420		
Primers, Sealers, and Undercoaters		350	200	
Quick-Dry Enamels	400		250	
Quick-Dry Primers, Sealers, and	350		200	

COATING CATEGORY	EFFECTIVE 1997	EFFECTIVE 6/15/2002	EFFECTIVE 1/1/2003	EFFECTIVE 1/1/2004
Undercoaters				
Recycled Coating		250		
Roof Coating	300	250		
Rust Preventative Coating		400		
SHELLACS:				
Clear	730			
Opaque	550			
Specialty Primers, Sealers, and Undercoaters		350		
Stains	350		250	
Swimming Pool Coatings	340			
Swimming Pool Repair and Maintenance		340		
Temperature-Indicator Safety		550		
Traffic Marking Coating	250	150		
Waterproofing Sealers	400		250	
Waterproofing Concrete/Masonry Sealers		400		
Wood Preservatives	350			

Table of Standards 2 (Effective July 1, 2011)

VOC COATING CATEGORY	EFFECTIVE 7/1/11	EFFECTIVE 1/1/12
Flat Coatings	50	
Non-Flat Coatings	100	
Non-Flat-High Gloss Coatings	150	
SPECIALTY COATINGS		
Aluminum Roof Coatings	400	
Basement Specialty Coatings	400	
Bituminous Roof Coatings	50	
Bituminous Roof Primers	350	
Bond Breakers	350	
Concrete Curing Compounds	350	
Concrete/Masonry Sealers	100	
Driveway Sealers	50	
Dry Fog Coatings	150	
Faux Finishing Coatings	350	
Fire Resistive Coatings	350	
Floor Coatings	100	
Form-Release Compounds	250	
Graphic Arts Coatings or Sign Paints	500	
High Temperature Coatings	420	
Industrial Maintenance Coatings	250	
Low Solids Coatings *	120	
Magnesite Cement Coatings	450	
Mastic Texture Coatings	100	
Metallic Pigmented Coatings	500	
Multi-Color Coatings	250	
Pre-Treatment Wash Primers	420	
Primers, Sealers And Undercoaters	100	
Reactive Penetrating Sealers	350	
Recycled Coatings	250	
Roof Coatings	50	

VOC COATING CATEGORY	EFFECTIVE 7/1/11	EFFECTIVE 1/1/12
Rust Preventative Coatings	400	250
Shellacs, Clear	730	
Shellacs, Opaque	550	
Specialty Primers, Sealers, and Undercoaters	350	100
Stains	250	
Stone Consolidants	450	
Swimming Pool Coatings	340	
Traffic Marking Coatings	100	
Tub and Tile Refinish Coatings	420	
Waterproof Membranes	250	
Wood Coatings	275	
Wood Preservatives	350	
Zinc-Rich Primers	340	

* Limit is expressed as VOC Actual

Effective July 1, 2011, the following coating categories in the Table of Standards 1 are eliminated, and these coatings will be subject to the VOC limit for the applicable category in the Table of Standards 2, except as provided in Sections 302 and 303:

Antenna
Antifouling
Clear brushing lacquers
Clear wood coatings
Fire retardant coatings
Flow coatings
Lacquer
Quick-dry enamel
Quick-dry primer, sealer, and undercoater
Sanding sealer
Swimming pool repair and maintenance coatings
Temperature-indicator safety coatings
Varnish
Waterproofing concrete/masonry sealer
Waterproofing sealer

302 MOST RESTRICTIVE VOC LIMITS: If anywhere on the container of any architectural coating or any label or sticker affixed to the container, or in any sales, advertising, or technical literature supplied by a manufacturer or anyone acting on their behalf, or any representation that is made that indicates that the coating meets the definition of or is recommended for use for more than one of the coating categories listed in the tables in Section 301, then the most restrictive VOC content limit shall apply. This provision does not apply to the coating categories specified in Section 302.1 through 302.12.

- 302.1 Aluminum roof coatings;
- 302.2 Bituminous roof primers;
- 302.3 High temperature coatings;
- 302.4 Industrial maintenance coatings;
- 302.5 Low-solids coatings;
- 302.6 Metallic pigmented coatings;

- 302.7 Pretreatment wash primers;
- 302.8 Shellacs;
- 302.9 Specialty primers, sealers, and undercoaters;
- 302.10 Wood coatings;
- 302.11 Wood preservatives;
- 302.12 Zinc-rich primers.

If a coating meets a definition in Section 200 for one or more specialty coating categories that are listed in the tables in Section 301 then that coating is not required to meet the VOC limits for Flat, Nonflat, or Nonflat-High Gloss Coatings, but is required to meet the VOC limit for the applicable specialty coating listed in the tables.

303 SELL-THROUGH OF COATINGS: Coatings manufactured prior to the effective date specified, for that coating, in the Table of Standards 2 in Section 301, and that complied with the standards in effect at the time the coating was manufactured, may be sold, supplied, or offered for sale for up to three years after the specified effective date. In addition, any such coating may be applied at any time, both before and after the specified effective date. This subsection does not apply to any coating that does not display the date or date-code required by subsection 401.1.

304 PAINTING PRACTICES: All architectural coating containers used to apply the contents therein to a surface directly from the container by pouring, siphoning, brushing, rolling, padding, ragging or other means, shall be closed when not in use. These architectural coating containers include, but are not limited to, drums, buckets, cans, pails, trays or other application containers. Containers of any VOC-containing materials used for thinning and cleanup shall also be closed when not in use.

305 THINNING: No person who applies or solicits the application of any architectural coating shall apply a coating that is thinned to exceed the applicable VOC limit specified in the Table of Standards 1 or Table of Standards 2 in Section 301.

306 COATINGS NOT LISTED IN SECTION 301: For any coating that does not meet any of the definitions for the specialty coatings categories listed in Table of Standards 1 or Table of Standards 2 in Section 301, the VOC content limit shall be determined by classifying the coating as a Flat coating, or a Nonflat, or Nonflat-High Gloss coating, based on its gloss, as defined in Section 200, and the corresponding Flat, Nonflat or Nonflat-High Gloss VOC limits in the Table of Standards 1 or Table of Standards 2 in Section 301 shall apply.

307 EARLY COMPLIANCE OPTION: Prior to July 1, 2011, any coating that meets a definition for a coating category listed in Table of Standards 2 and complies with the applicable VOC content limit in the Table of Standards 2 shall be considered in compliance.

400 ADMINISTRATIVE REQUIREMENTS

401 CONTAINER LABELING REQUIREMENTS: Each manufacturer of any architectural coating subject to this rule shall display the information listed in Sections 401.1 through 401.12 on the coating container (or label) in which the coating is sold or distributed.

401.1 Date Code: The date the coating was manufactured, or a date code representing the date, shall be indicated on the label, lid, or bottom of the container. If the manufacturer uses a date code for any coating, the manufacturer shall file an explanation of each code with the Executive Officer of the California Air Resources Board.

401.2 Thinning Recommendations: A statement of the manufacturer's recommendation regarding thinning of the coating shall be indicated on the label or lid of the container. This requirement does not apply to the thinning of architectural coatings with water. If thinning of the coating prior to use is not necessary, the recommendation must specify that the coating is to be applied without thinning.

401.3 VOC Content: VOC content shall be determined as defined in subsections 276 and 278. Each container of any coating subject to this rule shall display one of the following values in grams of VOC per liter of coatings:

401.3.1 Maximum VOC content as determined from all potential product formulations.

401.3.2 VOC content as determined from actual formulation data.

401.3.3 VOC content as determined using the test methods in Section 503.

If the manufacturer does not recommend thinning, the container must display the VOC content, as supplied. If the manufacturer recommends thinning, the container must display the VOC content, including the maximum amount of thinning solvent recommended by the manufacturer. If the coating is a multi-component product, the container must display the VOC content as mixed or catalyzed. If the coating contains silanes, siloxanes, or other ingredients that generate ethanol or other VOC's during the curing process, the VOC content must include the VOC's emitted during curing.

401.4 Faux Finishing Coatings: Effective January 1, 2011, the labels of all clear topcoat faux finishing coatings shall prominently display the statement "This product can only be sold or used as part of a Faux Finishing coating system."

401.5 Industrial Maintenance Coatings: The labels of all industrial maintenance coatings shall prominently display the statement, "For Industrial Use Only" or "Professional Use Only" or "Not for Residential Use" or "Not Intended for Residential Use."

401.6 Clear Brushing Lacquers: The labels of all clear brushing lacquers shall prominently display the statements "For brush application only," and "This product must not be thinned or sprayed." This category is deleted effective July 1, 2011.

401.7 Rust Preventive Coatings: The labels of all rust preventive coatings shall prominently display the statement "For Metal Substrates Only."

401.8 Specialty Primers, Sealers, and Undercoaters: Until July 1, 2011, the labels of all specialty primers, sealers, and undercoaters shall prominently display one or more of the descriptions listed in Sections 401.8.1 through 401.8.5.

Effective on July 1, 2011, the labels of all specialty primers, sealers, and undercoaters shall prominently display one or more of the descriptions listed in Sections 401.8.1 through 401.8.3.

After July 1, 2011, Sections 401.8.4 and 401.8.5 will no longer be effective.

401.8.1 Fire-damaged substrates.

401.8.2 Smoke-damaged substrates.

401.8.3 Water-damaged substrates.

401.8.4 Excessively chalky substrates.

401.8.5 Blocking stains.

401.9 Quick-Dry Enamels: The labels of all quick dry enamels shall prominently display the words "Quick Dry" and the dry hard time. This category is deleted effective July 1, 2011.

401.10 Reactive Penetrating Sealers: Effective July 1, 2011, the labels of all reactive penetrating sealers shall prominently display the statement "Reactive Penetrating Sealer".

401.11 Stone Consolidants: Effective July 1, 2011, the labels of all stone consolidants shall prominently display the statement, "Stone Consolidant - For Professional Use Only".

401.12 Nonflat-High Gloss Coatings: The labels of all nonflat-high coatings shall prominently display the words, "High Gloss".

401.13 Wood Coatings: Effective July 1, 2011, the labels of all wood coatings shall prominently display the statement, "For Wood Substrates Only".

401.14 Zinc-Rich Primers: Effective July 1, 2011, the labels of all zinc-rich primers shall prominently display the statement, "For Industrial Use Only" or "Professional Use Only" or "Not for Residential Use" or "Not Intended for Residential Use."

500 MONITORING AND RECORDS

501 REPORTING REQUIREMENTS:

501.1 Sales Data: A responsible official from each manufacturer shall upon request of the Executive Officer of the California Air Resources Board or the Air Pollution Control Officer provide data concerning the distribution and sales of architectural coatings. The responsible official shall within 180 days provide information, including, but not limited to:

501.1.1 Name and mailing address of the manufacturer.

501.1.2 Name, address, and telephone number of a contact person.

501.1.3 Name of the coating product as it appears on the label and the applicable coating category.

501.1.4 Whether or not the product is marketed for interior or exterior use or both;

501.1.5 The number of gallons sold in California in containers greater than one liter (1.057 quart) and equal to or less than one liter (1.057 quart).

501.1.6 The VOC actual content and the VOC regulatory content in grams per liter. If thinning is recommended, list the VOC actual and VOC regulatory content, after maximum recommended thinning. If containers less than one liter have a different VOC content than containers greater than one liter, list separately. If the coating is a multi-component product, provide the VOC content as mixed or catalyzed.

501.1.7 Names and CAS numbers of the VOC constituents in the product.

501.1.8 Names and CAS numbers of any compounds in the product specifically exempted from the VOC definition, as defined in Rule 102, DEFINITIONS.

501.1.9 Whether the product is marketed as solvent borne, waterborne or 100% solids.

501.1.10 Description of resin or binder in the product.

501.1.11 Whether the coating is a single-component or a multi-component product.

501.1.12 The density of the product in pounds per gallon.

501.1.13 The percent by weight of: solids, all volatile materials, water and any compounds in the product specifically exempted from the VOC definition, as defined in Rule 102, DEFINITIONS.

501.1.14 The percent by volume of: solids, water and any compounds in the product specifically exempted from the VOC definition, as listed defined in Rule 102, DEFINITIONS.

502 RECORDKEEPING: All sales data listed in subsection 501.1 shall be maintained by the responsible official for a minimum of three years. Sales data submitted by the responsible official to the Executive Officer of the California Air Resources Board may be claimed confidential and such information shall be handled in accordance with the procedure specified in Title 17, California Code of Regulations, Sections 91000 through 91022.

503 TEST METHODS AND COMPLIANCE PROVISIONS:

503.1 Calculation of VOC Content: For the purpose of determining compliance with the VOC content limits in Section 301, the VOC content of a coating shall be determined as defined in subsections 276 and 278. The VOC content of a tint base shall be determined without colorant that is added after the tint base is manufactured. If the manufacturer does not recommend thinning, the VOC Content must be calculated for the product as supplied. If the manufacturer recommends thinning, the VOC Content must be calculated including the maximum amount of thinning solvent recommended by the manufacturer. If the coating is a multi-component product, the VOC content must be calculated as mixed or catalyzed. If the coating contains silanes, siloxanes, or other ingredients that generate ethanol or other VOC's during the curing process, the VOC Content must include the VOC's emitted during curing.

503.2 Test Method for VOC Content of Coatings: To determine the physical properties of a coating in order to perform the calculation in subsections 276 or 278 the reference method for VOC content is U.S. Environmental Protection Agency Method 24, incorporated by reference in Subsection 503.5.8, except as provided in subsections 503.3 and 503.4. An alternative method to determine the VOC content of coatings is South Coast Air Quality Management District Method 304-91 (Revised 1996), incorporated by reference in subsection 503.5.9.

The exempt compounds content shall be determined by South Coast Air Quality Management District Method 303-91 (Revised 1993), Bay Area Air Quality Management District Method 43 (Revised 1996), or Bay Area Air Quality Management District Method 41 (Revised 1995), as applicable, incorporated by reference in Subsections 503.5.22, 503.5.23 and 503.5.24, respectively.

To determine the VOC content of a coating, the manufacturer may use U.S. Environmental Protection Agency Method 24, or an alternative method as provided in Section 503.3, formulation data, or any other reasonable means for predicting that the coating has been formulated as intended (e.g. quality assurance checks, or recordkeeping). However, if there are any inconsistencies between the results of a Method 24 test and any other means for determining VOC content, the Method 24 test results will govern, except when an alternative method is approved as specified in

Section 503.3. The Air Pollution Control Officer may require the manufacturer to conduct a Method 24 analysis.

- 503.3 Alternative Test Method: Other test methods demonstrated to provide results that are acceptable for purposes of determining compliance with subsection 503.1, after review and approved in writing by the staffs of the District, the California Air Resources Board, and the U.S. Environmental Protection Agency, may also be used.
- 503.4 Methacrylate Traffic Marking Coatings: Analysis of methacrylate multicomponent coatings used as traffic marking coatings shall be conducted according to a modification of U.S. Environmental Protection Agency Method 24 (40 CFR 59, subpart D, Appendix A), incorporated by reference in Subsection 503.5.10. This method has not been approved for methacrylate multicomponent coatings used for purposes other than as traffic marking coatings or for other classes of multicomponent coatings.
- 503.5 Test Methods: The following test methods are incorporated by reference herein, and shall be used to test coatings subject to provisions of this rule:
- 503.5.1 Flame Spread Index: The flame spread index of a fire-retardant coating shall be determined by ASTM Designation E84-07, "Standard Test Method for Surface Burning Characteristics of Building Materials", (see Section 223, Fire-Resistive Coating).
- 503.5.2 Fire Resistance Rating: The fire resistance rating of a fire-resistive coating shall be determined by ASTM E119-09c, "Standard Test Methods for Fire Tests of Building Construction and Materials", (see Section 223, Fire-Resistive Coating).
- 503.5.3 Gloss Determination: The gloss of a coating shall be determined by ASTM D523-89 (1999), "Standard Test Method for Specular Gloss", (see Section 225, Flat Coating, Section 240, Nonflat Coating, and Section 241, Nonflat-High Gloss Coating).
- 503.5.4 Metal Content of Coatings: The metallic content of a coating shall be determined by South Coast Air Quality Management District Method 318-95, "Determination of Weight Percent Elemental Metal in Coatings by X-Ray Diffraction", South Coast Air Quality Management District "Laboratory Methods of Analysis for Enforcement Samples" (see Section 203, Aluminum Roof, Section 222, Faux Finishing, and Section 238, Metallic Pigmented Coating).
- 503.5.5 Acid Content of Coatings: The acid content of a coating shall be determined by ASTM Designation D1613-06, "Standard Test Method for Acidity in Volatile Solvents and Chemical Intermediates Used in Paint, Varnish, Lacquer, and Related Products", (see Section 246, Pre-Treatment Wash Primers).
- 502.5.6 Drying Times: The set-to-touch, dry-hard, dry-to-touch, and dry-to-recoat times of a coating shall be determined by ASTM Designation D1640-95, "Standard Test Methods for Drying, Curing, or Film Formation of Organic Coatings at Room Temperature", (see Section 248, Quick-Dry Enamel and Section 249, Quick-Dry Primer, Sealer, and Undercoater). The tack-free time of a quick-dry enamel coating shall be determined by the Mechanical Test Method of ASTM Designation D1640-95.
- 502.5.7 Surface Chalkiness: The chalkiness of a surface shall be determined using ASTM Designation D4214-98, "Standard Test Methods for

Evaluating the Degree of Chalking of Exterior Paint Films”, (see Section 262, Specialty Primer, Sealer, and Undercoater).

- 503.5.8 VOC Content of Coatings: The VOC content of a coating shall be determined by U.S. Environmental Protection Agency Method 24 as it exists in appendix A of 40 Code of Federal Regulations (CFR) part 60; “Determination of Volatile Matter Content, Water Content, Density, Volume Solids, and Weight Solids of Surface Coatings” (see Section 503.2).
- 503.5.9 Alternative VOC Content of Coatings: The VOC content of coatings may be analyzed either by U.S. Environmental Protection Agency Method 24 or South Coast Air Quality Management District Method 304-91 (Revised 1996), “Determination of Volatile Organic Compounds (VOC) in Various Materials,” South Coast Air Quality Management District “Laboratory Methods of Analysis for Enforcement Samples”, (see Section 503.3).
- 503.5.10 Methacrylate Traffic Marking Coatings: The VOC content of methacrylate multicomponent coatings used as traffic marking coatings shall be analyzed by the procedures in 40 CFR part 59, subpart D, appendix A, “Determination of Volatile Matter Content of Methacrylate Multicomponent Coatings Used as Traffic Marking Coatings”, (see Section 503.4).
- 503.5.11 Hydrostatic Pressure for Basement Specialty Coatings: ASTM D7088-04, “Standard Practice for Resistance to Hydrostatic Pressure for Coatings Used in Below Grade Applications Applied to Masonry” (see Section 208, Basement Specialty Coating).
- 503.5.12 Tub and Tile Refinish Coating Adhesion: ASTM D4585-99, “Standard Practice for Testing Water Resistance of Coatings Using Controlled Condensation” and ASTM D3359-02, “Standard Test Methods for Measuring Adhesion by Tape Test” (see Section 270, Tub and Tile Refinish Coating).
- 503.5.13 Tub and Tile Refinish Coating Hardness: ASTM D3363-05, “Standard Test Method for Film Hardness by Pencil Test” (see Section 270, Tub and Tile Refinish Coating).
- 503.5.14 Tub and Tile Refinish Coating Abrasion Resistance: ASTM D4060-07, “Standard Test Methods for Abrasion Resistance of Organic Coatings by the Taber Abraser” (see Section 270, Tub and Tile Refinish Coating).
- 503.5.15 Tub and Tile Refinish Coating Water Resistance: ASTM D4585-99, “Standard Practice for Testing Water Resistance of Coatings Using Controlled Condensation” and ASTM D714-02e1, “Standard Test Method for evaluating Degree of Blistering of Paints” (see Section 270, Tub and Tile Refinish Coating).
- 503.5.16 Waterproofing Membrane: ASTM C836-06 “Standard Specification for High Solids Content, Cold Liquid-Applied Elastomeric Waterproofing Membrane for Use with Separate Wearing Course” (see Section 280, Waterproofing Membrane).
- 503.5.17 Mold and Mildew Growth for Basement Specialty Coatings: ASTM D3273-00, “Standard Test Method for Resistance to Growth of Mold on the Surface of Interior Coatings in an Environmental Chamber”, and ASTM D3274-95, “Standard Test Method for Evaluating Degree of Surface Disfigurement of Paint Films by Microbial (Fungal or Algal) Growth or Soil and Dirt Accumulation” (see Section 208, Basement Specialty Coating).

- 503.5.18 Reactive Penetrating Sealer Water Repellency: ASTM C67-07, "Standard Test Methods for Sampling and Testing Brick and Structural Clay Tile", or ASTM C97-02, "Standard Test Methods for Absorption and Bulk Specific Gravity of Dimension Stone", or ASTM C140-06. "Standard Test Methods for Sampling and Testing Concrete Masonry Units and Related Units" (see Section 250, Reactive Penetrating Sealer).
- 503.5.19 Reactive Penetrating Sealer Water Vapor Transmission: ASTM E96/E96M-05, "Standard Test Method for Water Vapor Transmission of Materials" (see Section 250, Reactive Penetrating Sealer).
- 503.5.20 Reactive Penetrating Sealer-Chloride Screening Applications: National Cooperative Highway Research Report 244 (1981), "Concrete Sealers for the Protection of Bridge Structures" (see Section 250, Reactive Penetrating Sealer).
- 503.5.21 Stone Consolidants: ASTM E2167-01, "Standard Guide for Selection and Use of Stone Consolidants" (see Section 264, Stone Consolidant).
- 503.5.22 Exempt Compounds-Siloxanes: Exempt compounds that are cyclic, branched, or linear completely methylated siloxanes, shall be analyzed as exempt compounds for compliance by Bay Area Air Quality Management District Method 43, "Determination of Volatile Methylsiloxanes in Solvent-Based Coatings, Inks, and Related Materials", Bay Area Air Quality Management *District Manual of Procedures*, Volume III, adopted 11/6/96, (see Section 503.2).
- 503.5.23 Exempt Compounds-Parachlorobenzotrifluoride (PCBTF): The exempt compound PCBTF, shall be analyzed as an exempt compound for compliance by Bay Area Air Quality Management District Method 41, "Determination of Volatile Organic Compounds in Solvent-Based Coatings and Related Materials Containing Parachlorobenzotrifluoride", Bay Area Air Quality Management District Manual of Procedures, Volume III, adopted 12/20/95, (see Section 503.2).
- 503.5.24 Exempt Compounds: The content of compounds exempt under U.S. Environmental Protection Agency Method 24 shall be analyzed by South Coast Air Quality Management District Method 303-91 (Revised 1993, "Determination of Exempt Compounds", South Coast Air Quality Management District "Laboratory Methods of Analysis for Enforcement Samples", (see Section 503.2).



Development Services Department
Planning Division
311 Vernon Street
Roseville, California 95678-2649

May 18, 2020

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SUBJECT: WRSP PCL-31 – The Plaza at Blue Oaks
File # PL17-0368
Citywide Job # 180129

On MAY 14, 2020, the *Planning Commission* **ADOPTED THE PLAZA AT BLUE OAKS INITIAL STUDY/MITIGATED NEGATIVE DECLARATION** and the **MITIGATION MONITORING AND REPORTING PROGRAM** and **APPROVED** the **DESIGN REVIEW PERMIT** to allow the construction of an 82,100-square-foot shopping center consisting of a 35,000-square-foot anchor grocery store, a 12-pump gas station with a 3,500-square-foot-convenience store and car wash, and seven additional buildings ranging in size from approximately 3,750 square feet to 9,750 square feet, a **TENTATIVE SUBDIVISION MAP** to subdivide the 13.35-acre parcel into eight (8) lots, and, a **TREE PERMIT** to remove several native oak trees on the westerly portion of the site located at **1950 BLUE OAKS BL.**

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 **DESIGN REVIEW PERMIT**, **TENTATIVE SUBDIVISION MAP**, and **TREE PERMIT** approval becomes null and void.

The expiration date of this request is **MAY 14, 2022**.

EXTENSION OF PERMIT

You may request that a permit be extended for a period up to a maximum of one (1) year. 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 May 14, 2020. 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 DESIGN REVIEW PERMIT

1. This design review permit approval shall be effectuated within a period of two (2) years from **May 14, 2020** and if not effectuated shall expire on **May 14, 2022**. Prior to said expiration date, the applicant may apply for an extension of time, provided this approval does not extend the expiration beyond **May 14, 2023**. (Planning)
2. The project is approved as shown in Exhibits B—K, and as conditioned or modified below. (Planning)
3. The project shall comply with all required environmental mitigation identified in the Plaza at Blue Oaks Mitigated Negative Declaration. (Planning)
4. The applicant shall submit and gain approval of a Design Review Permit for Pad 3 prior to building permit issuance. (Planning)
5. The applicant shall submit and gain approval of a Design Review Permit for the future development of Phase 2 (Lot 2). (Planning)
6. The project shall be addressed as 1950 Blue Oaks Blvd. The lots and the buildings thereon shall be addressed as follows: Lot 1 (along with Major 1) shall be addressed as 1970 Blue Oaks Blvd, Lot 2 shall be addressed as 2081 Oak Meadow Dr, Lot 3 (along with the building on PAD 3) shall be addressed as 1930 Blue Oaks Blvd, Lot 4 (along with Shops 2) shall be addressed 1960 Blue Oaks Blvd, Lot 5 (along with the building on PAD 2) shall be addressed 1940 Blue Oaks Blvd, Lot 6 (along with the building on PAD 1) shall be addressed 1980 Blue Oaks Blvd, Lot 7 (along with the building on PAD 6) shall be addressed 2000 Blue Oaks Blvd and the building on PAD 5 shall be addressed

2010 Blue Oaks Blvd, Lot 8 (along with Shops 1) shall be addressed 1990 Blue Oaks Blvd and the building on PAD 4 shall be addressed 2020 Blue Oaks Blvd. All projects with multi-tenants or buildings must submit a site plan with building footprint(s) and suite numbers to the Development Services Department (Business Services – Addressing) for review and approval. The City Addressing Guidelines should be used for reference when assigning suite numbers. (Business Services)

7. 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)
8. 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)
9. 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 are approved and grading and/or encroachment permits are issued by the Department of Development Service Engineering Division (Engineering)
10. 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. (Engineering)

PRIOR TO ISSUANCE OF BUILDING PERMITS:

11. Parking stalls shall meet, or exceed, the following minimum standards:
 - a. All parking stalls shall be double-striped. Parking stalls adjacent to sidewalks, landscaped areas or light fixtures, and all Accessible stalls shall abut a 6" raised curb or concrete bumper. (Planning)
 - b. Standard -- 9 feet x 18 feet; Compact--9 feet x 16 feet; Accessible--14 feet x 18 feet (a 9 foot wide parking area plus a 5 foot wide loading area) and a minimum of one (1) parking space shall be Accessible van accessible--17 feet x 18 feet (9 foot wide parking area plus an 8 foot wide loading area). (Planning)
 - c. An 'exterior routes of travel' site accessibility plan incorporating slope, cross-slope, width, pedestrian ramps, curb ramps, handrails, signage, detectable warnings or speed limit signs or equivalent means shall comprise part of the site improvement plans submitted to City for review, prior to building plan check approvals. This site accessibility plan shall also include:

- i) Accessible parking stalls shall be dispersed and located closest to accessible entrances. The total number of accessible parking spaces shall be established by Table 11B-208.2 of the CBC.
 - ii) Accessible Parking spaces and crosswalks shall be signed, marked and maintained as required by Chapter 11B of the CBC.
 - iii) Accessible parking and exterior route of travel shall comply with CBC, Sections 11B-206 and 11B-208. (Building)
- 12. Signs and/or striping shall be provided on-site as required by the Planning Department to control on-site traffic movements. Parking lot striping and signage shall be maintained in a visible and legible manner. (Planning)
- 13. The plans submitted to the Building Department for permits shall indicate all approved revisions/alterations as approved by the Commission including all conditions of approval. (Planning)
- 14. The project Landscape Plans shall comply with the following:
 - a. The Landscape Plan shall indicate the location of, and be designed to avoid conflicts with, all pole-mounted light fixtures and utility equipment including (but not limited to) electric transformers, switchgear, and overhead lines, backflow preventors, fire department connections, and public water, sewer, and storm drain facilities. (Planning, Fire, EUD, Electric, Public Works)
 - b. The tree plantings in the parking lot shall be designed to provide a minimum of 50% shade coverage after 15 years. (Planning)
 - c. At a minimum, landscaped areas not covered with live material shall be covered with a rock, 3" bark (no shredded bark) or 3" mulch covering. (Planning)
 - d. The landscape plan shall comply with the Landscape Guidelines for West Roseville Specific Plan and the City of Roseville Water Efficient Landscape Ordinance. (Planning)
 - e. All landscaping in areas containing electrical service equipment shall conform with the Electric Department's Landscape Requirements and Work Clearances as outlined in Section 10.00 of the Departments "Specification for Commercial Construction." (Electric)
- 15. Any roof-mounted equipment and satellite dishes proposed shall be shown on the building plans. The equipment shall be fully screened from public streets and the surrounding properties. (Planning)
- 16. At the time of building permit application and plan submittal, the project applicant shall submit a proposed plan which shows the suite addressing plan for individual tenant spaces within the building. The Chief Building Official, or the designate, shall approve said plan prior to building permit approval. (Building)

17. A separate Architectural Site Accessibility Plan which details the project's site accessibility information as required by California Title 24, Part 2 shall be submitted as part of the project Building Permit Plans. (Building)
18. For Multiple Building Complexes: As part of the required Architectural Site Accessibility Plan, the developer shall delineate the extent of the site accessibility improvements being installed as part of the initial improvements for the project, and those that are planned to be developed as part of subsequent phases (i.e. around future pad buildings). (Building)
19. Building permit plans shall comply with all applicable code requirements (California Building Code – CBC – based on the International Building Code, California Green Building Standards Code-CGBSC, California Mechanical Code – CMC – based on the Uniform Mechanical Code, California Plumbing Code – CPC – based on the Uniform Plumbing Code, California Fire Code – CFC – based on the International Fire Code – with City of Roseville Amendments – RFC, California Electrical Code – CEC – based on the National Electrical Code, and California Energy Standards – CEC T-24 Part 6), California Title 24 and the American with Disabilities Act - ADA requirements, and all State and Federally mandated requirements in effect at the time of submittal for building permits (contact the Building Division for applicable Code editions). (Building)
20. Parapet/cornice construction shall support the weight of a ladder leaning against the parapet as well as a 330-pound vertical load applied to the **leading edge** of the horizontal projection of the cornice (a 250-pound firefighter carrying 80 pounds of equipment stepping off of a ladder onto the top of the cornice). (CFC Chapter 1) (Building)
21. For restaurants, or other food services, contact the Placer County Health Department. (Building)
22. For restaurants, or other food services. The developer shall obtain all required approvals and permits from the Placer County Health Department and the City of Roseville Industrial Waste Division. (Building, Environmental Utilities)
23. Maintenance of copy of building plans: Health and Safety Code section 19850 requires the building department of every city or county to maintain an official copy of the building plans for the life of the building. As such, each individual building shall be submitted as a separate submittal package. Building plan review, permit issuance and archiving is based on each individual building address. (Building)
24. 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)
25. 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)

26. Blue Oaks Boulevard shall be improved with two A-7 driveways. The western driveway shall be a minimum of 30-foot in width and the eastern driveway shall be a minimum of 35-foot in width. Both driveways shall be restricted to right turn ingress and egress only. An Auxiliary lane with a 90-foot entry taper shall be constructed along the frontage to provide right turn access to the driveway and will terminate into the existing right turn lane at Fiddymment Road. All frontage pedestrian paths shall be a minimum of 8-foot in width. (Engineering)
27. Fiddymment Road shall be improved with a 35-foot wide A-7 driveway. This driveway shall be restricted to right turn ingress and egress only. All frontage pedestrian paths shall be a minimum of 8-foot in width. (Engineering)
28. Harvey Way shall be improved with two A-7 driveways. The western driveway shall be a minimum of 35-foot in width and restricted to right turn ingress and egress access only. The eastern driveway shall be a minimum of 30-foot in width. All frontage pedestrian paths shall be a minimum of 4-foot in width. (Engineering)
29. Oak Meadow Drive shall be improved with two 35-foot wide A-7 driveways. All frontage pedestrian paths shall be a minimum of 4-foot in width. (Engineering)
30. The Developer shall provide striping and signage to prevent the blockage at the first onsite intersections located off of Fiddymment Road driveway and the western driveway on Harvey Way. (Engineering)
31. The Developer shall enter into a construction fee agreement based upon a construction cost of \$10,000 per shelter for future construction of the Bus Shelter on the NE corner of Fiddymment Road and Blue Oak Blvd. (shelter number 176) (Engineering, Alternative Transportation)
32. The project shall include a 20-space park-and-ride per the Specific Plan requirements and in proximity to the transit shelter on Fiddymment Road. The park-and-ride lot shall include accessible parking as required by the building code, a path of travel from the accessible parking to the transit shelter on Fiddymment Road, signs identifying the park-and-ride spaces and their availability to the public. The park-and-ride area shall include appropriate lighting and security measures. The landowner shall be responsible for maintenance of the park-and-ride lot and all its appurtenances. (Engineering, Alternative Transportation)
33. Bike parking and clean air vehicle spaces shall be provided per the California Green Building Standards. Bike rack/locker design and location shall be approved by Alternative Transportation. Parking stall markings are to be marked as “Carpool/Clean Air/EV” instead of using the words “Vanpool”. The “clean air” spaces should be distributed throughout the site, including near the major buildings. The building permit plans shall show internal bike parking. (Alternative Transportation, Building)

34. The applicant/developer shall prepare a Transportation Systems Management (TSM) plan for *The Plaza at Blue Oaks* to be reviewed and approved by the Transportation Commission (Alternative Transportation)
35. The applicant shall dedicate all necessary rights-of-way or Public Utility Easement for the widening of any streets or transfer of public utilities across and over any portion of the property as required with this entitlement. A separate document shall be drafted for approval and acceptance by the City of Roseville, and recorded at the County Records Office. (Engineering)
36. 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. The storm drain system and proposed BMP's shall be privately owned and maintained by the property owner. Prior to the issuance of any permits, the owner shall provide a plan for the maintenance of the proposed BMP's. (Engineering)
37. 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)
38. 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)
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 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)
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. The applicant shall remove and reconstruct any existing damaged curb, gutter, and sidewalk along the property frontage. During plan check of the improvement plans and/or during inspection, Public Works will designate the exact areas to be reconstructed. Any existing public facilities damaged during the course of construction shall be repaired by the property owner and at the property owner's expense, to the satisfaction of the City. (Engineering)

42. 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)
43. Prior to the issuance of building permits, the property owner shall pay into the following fee programs: Citywide Drainage Fee, Citywide Traffic Mitigation Fee (TMF), Highway 65 Joint Partners Association (JPA), South Placer Regional Transportation Authority (SPRTA), and City/County Fee. (Engineering)
44. Upon issuance of each building permit, the property owner shall pay the WRSP Transit Shuttle Service Fee per Development Agreement Section 3.15.14. (Alternative Transportation)
45. The applicant/developer shall prepare a Transportation Systems Management (TSM) Plan for the Plaza at Blue Oaks to be reviewed and approved by the Transportation Commission. (Public Works)
46. 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)
47. The applicant shall pay all applicable water and sewer fees. (Environmental Utilities)
48. Water and sewer infrastructure shall be designed pursuant to the adopted City of Roseville Improvement Standards and the City of Roseville Construction Standards and shall include:
 - a. 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.
 - b. Water, sewer and recycled mains shall not exceed a depth of 12' below finished grade, unless authorized in these conditions of approval.
 - c. All sewer manholes shall have all-weather 10-ton vehicle access unless authorized by these conditions of approval. (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. Trash enclosures, recycling areas, and enclosure approaches shall be designed to current Refuse Division specifications, the materials and colors shall match the building, and the location of such

facilities shall be reviewed and approved by the Refuse Division, Planning and the Fire Department. The enclosure must have inside dimensions of 12 feet wide and 9 feet deep and be built to the specifications of the Solid Waste Department's Enclosure Description. (Refuse, Planning, Fire)

51. Access to trash enclosures shall have an inside turning radius of 25 feet and an outside turning radius of 45 feet must be maintained to allow the refuse truck access to and from the enclosure. Enclosures must have a clear approach of 65 feet in front of the enclosure to allow servicing bins. (Refuse)
52. A trash enclosure and recycling enclosure is required for each building and each tenant, otherwise, the building owner is responsible for the trash service. (Refuse)
53. The design and installation of all fire protection equipment shall conform to the California Fire Code and the amendments adopted by the City of Roseville, along with all standards and policies implemented by the Roseville Fire Department. (Fire)
54. The applicable codes and standards adopted by the City shall be enforced at the time construction plans have been submitted to the City for permitting (Fire)
55. The fire flow required, at a 50% reduction due to the buildings being sprinklered, will be based on the largest single structure in accordance with the California Fire Code at the time detail plans are submitted to the City of Roseville for review. The maximum fire flow will not exceed 4,000 gpm based on the Appendix III-AA of the California Fire Code. (Fire)
56. The fire department access road shall meet the City's requirements for width and turning radii of 30 and 50 as noted on the fire department standards for access. This shall be enforced at the time plan are submitted for review, Additional information can be found on the City's web site www.roseville.ca.us or contact Jason Rizzi, Fire Division Chief, at 916-774-5802 or jrizzi@roseville.ca.us with the Fire and Life Safety Division for information. (Fire)
57. If high-pile storage is involved as part of the construction of this occupancy, a separate fire permit shall be obtain from the fire department in accordance with the California Fire Code. Plans shall be submitted for approval prior to installation. (Fire)
58. Automatic fire extinguishing system risers, fire alarm system panels and digital alarm communicator system panels shall be located within an approved fire control room and shall be accessible from an adjacent fire apparatus roadway. There shall be only one fire control room per building. Said fire control room shall be a minimum size of thirty-five (35) square feet in size and shall be openable from the exterior via an approved door opening. (Fire)
59. All fire apparatuses, such as fire department connections and post indicating valves, serving identified building shall be designed and installed adjacent to each structure for first responder's operational purposes. (Fire)

60. If the existing water supply is unable to support the automatic fire sprinkler system, a listed fire pump would be your only option. If this is the case, you required fire pump room will have to be enlarged to accommodate all the required apparatuses needed to operate such a system. (Fire)
61. The phasing of this project shall not limit the fire department requirements for access and circulation throughout the project as a result of continuous construction in accordance with the California Fire Code, 2016 with the City of Roseville's Amendments. A separate phasing plan (and permit issued by the Building Department) shall be reviewed and approved by this department. (Fire)
62. This building shall be designed with fire department access doors every 100 lineal feet in accordance with Chapter 32 of the California Fire Code. (Fire)
63. This project shall not reduce the responsibilities of the owner(s) or future owners of these parcels from maintaining all on-site fire systems including all underground water lines if applicable. Private underground fire lines that serve multiple buildings and/or parcels shall be part of the reciprocal easement agreement. There shall be a clear language regarding maintenance and common easements agreement for service in the CCRs. A service company shall be obtained to maintain all on-site fire protection systems as noted in the conditions of approval. (Fire)
64. If added cornice construction is involved, the design shall support the weight of a ladder leaning against the assembly as well as a 330-pound vertical load applied to the **leading edge** of the horizontal projection of the cornice (a 250-pound firefighter carrying 80 pounds of equipment stepping off of a ladder onto the top of the cornice). (Fire)
65. Use, increase of hazardous materials or storage, liquids, gases and/or chemicals shall meet the requirements of the Chapter 6.95 of the Health and Safety Code, the Roseville Fire Department and the National Fire Codes. Submit a complete plan set and the Hazardous Materials Business Plan, including names and amount of any hazardous materials that will be stored or used, to the Fire and Life Safety Division for review and approval. A permit application shall also be provided at the time of submittal. Contact Steve Anderson of our Hazardous Materials Division within the Fire Department at (916) 774-5821 to initiate the process. Satisfaction of storage and use shall be determined prior to requesting occupancy. (Fire)
66. Adequate radio coverage shall be provided within all buildings for public safety agencies, as required by Roseville Municipal Code and the California Fire Code. A field test shall be provided by a person in possession of a current FCC License, or a current technician certification issued by the Associated Public-Safety Communications Officials International (APCO), or the National Association of Business and Educational Radio (NABER). The building owner shall retain all test records on the inspected premises and a copy shall be submitted to the Fire Department officials in accordance with Section 510 of the California Fire Code.
67. Adequate radio coverage shall include all of the following:
 - a. A minimum signal strength of 95 dBm available in 90% of the area of each floor of the building when transmitted from the closest City of Roseville Radio Communication site.

- b. A minimum signal strength of 95 dBm received at the closest City of Roseville Communication site when transmitted from 90% of the area of each floor of the building.
 - c. The frequency range that must be supported shall be 821-824 MHz and 866-869 MHz.
 - d. A 100 % reliability factor. (Fire, Police)
68. The Electric Department requires the submittal of the following information in order to complete the final electric design for the project:
- a. one (1) set of improvement plans
 - b. load calculations
 - c. electrical panel one-line drawings (Electric)
69. All on-site external lighting shall be installed and directed to have no off-site glare. Lighting within the parking areas and pedestrian walkways shall provide a maintained minimum of one (1) foot candle, and 0.5 foot candle of light, respectively. All exterior light fixtures shall be vandal resistant. (Planning & Police)
70. The parking lot shall have properly posted signs that state the use of the parking area is for the exclusive use of employees and customers of this project. (See California Vehicle Code Sections 22507.8, 22511.5, 22511.8, 22658(a), and the City of Roseville Municipal Code Section 11.20.110). The location of the signs shall be shown on the approved site plan. (Planning & Police)
71. It is the developer's responsibility to notify PG&E of any work required on PG&E facilities. (PG&E)

DURING CONSTRUCTION & PRIOR TO ISSUANCE OF OCCUPANCY PERMITS:

72. Any backflow preventors visible from the street shall be painted green to blend in with the surrounding landscaping. The backflow preventors 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 preventor to the landscaping.
 - b. For maintenance purposes, the landscaping shall only be installed on 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 preventor shall be covered with a green cover that will provide insulation. (Planning, Environmental Utilities)
73. The following easements shall be provided by separate instrument and shown on the site plan, unless otherwise provided for in these conditions:

- a. Water, sewer, and reclaimed water easements. (Engineering, Environmental Utilities)
 - b. Additional internal easements will be required to cover primary electrical facilities to the project when the final electrical design is completed. (Electric)
 - c. If not already provided with the subdivision map, the applicant shall dedicate a separate easement to the City of Roseville for the bus stop located on NE corner of Fiddymment Road at Blue Oaks Blvd. (shelter #176). The easement documents shall be drafted for approval and acceptance by the City of Roseville and recorded at the County Recorders' office. (Alternative Transportation, Engineering)
74. Easement widths shall comply with the City's Improvement Standards and Construction Standards. 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. All existing public utility, electric, water, sewer and reclaimed water easements shall be maintained unless otherwise authorized by these conditions of approval. (Public Works, Environmental Utilities, Electric)
75. Inspection of the potable water supply system on new commercial projects shall be as follows:
- a. The Environmental Utilities Inspector will inspect all potable water supply up to the downstream side of the backflow preventor.
 - b. The property owner/applicant shall be responsible for that portion of the water supply system from the backflow preventor to the building. The builder/contractor shall engage a qualified inspector to approve the installation of this portion of the water supply. The Building Division will require from the builder/ contractor, a written document certifying that this portion of the potable water supply has been installed per improvement plans and in accordance with the Uniform Plumbing Code. This certificate of compliance shall be submitted to the Building Division before a temporary occupancy or a building final is approved.
 - c. The building inspectors will exclusively inspect all potable water supply systems for the building from the shutoff valve at the building and downstream within the building. (Building, Environmental Utilities)
76. All improvements being constructed in accordance with the approved grading and improvement plans shall be accepted as complete by the City. (Engineering)
77. 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)
78. The applicant/developer shall prepare a Transportation Systems Management (TSM) agreement for The Plaza at Blue Oaks to be reviewed and approved by the City Manager (Alternative Transportation).
79. Water, sewer and reclaimed water shall be constructed pursuant to the adopted City of Roseville Improvement Standards and the City of Roseville Construction Standards. (Environmental Utilities)

80. All water backflow devices shall be tested and approved by the Environmental Utilities Department. (Environmental Utilities)
81. **Restaurants or other Food Service Establishment (FSE).** The applicant shall design for installation and/or install an exterior grease interceptor if the proposed business could potentially discharge substances containing fats, oils and grease (FOG) into the sewer system. The grease interceptor shall be adequate to separate and remove FOG contained in the wastewater from FSE's prior to discharge to the public sewer. (Environmental Utilities)
82. In the event an exterior grease interceptor cannot be installed due to space limitation, the developer shall install a grease trap, per City Standards, that will mechanically separate the FOG contained in the wastewater from the FSE prior to discharge to the public sewer. (Environmental Utilities)
83. Pursuant to the Municipal Code, the applicant shall apply for and obtain a FOG waste discharge permit (FOG WDP) from the Environmental Utilities Industrial Waste Division prior to occupancy or prior to discharging waste to the public sewer. The applicant shall submit information required by the Environmental Utilities Department for evaluation, including but not limited to: site plans, floor plans, mechanical and plumbing plans, and details to show all sewers, FOG control device, grease interceptor or other pretreatment equipment and appurtenances by size, location and elevation. Additional information related to the applicant's business operations and potential discharge may be requested to properly evaluate the FOG WDP application. (Environmental Utilities)
84. All Electric Department facilities, including streetlights where applicable, shall be designed and built to the "City of Roseville Specifications for Commercial Construction." (Electric)
85. The City of Roseville Electric Department has electrical construction charges which are to be paid by the developer and which are explained in the City of Roseville "Specification for Commercial Construction." These charges will be determined upon completion of the final electrical design. (Electric)
86. Any relocation, rearrangement, or change of existing electric facilities due to this development shall be at the developer's expense. (Electric)
87. 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)
88. All electric metering shall be directly outside accessible. This can be accomplished in any of the following ways:
 - a. Locate the metered service panel on the outside of the building.
 - b. Locate the metered service panel in a service room with a door that opens directly to the outside. The developer will be required to provide a key to the door for placement in a lock box to be

installed on the outside of the door. Any doors leading from the service room to other areas of the building shall be secured to prohibit unauthorized entry. (Electric)

89. One 3/4" conduit with a 2-pair phone line shall be installed from the buildings telephone service panel to the meter section of the customer's electrical switchgear or panel. (Electric)
90. It is the responsibility of the developer to insure that all existing electric facilities remain free and clear of any obstruction during construction and when the project is complete. (Electric)

OTHER CONDITIONS OF APPROVAL:

90. Signs shown on the elevations are not approved as part of the Design Review Permit. A Sign Permit is required for all project signs. (Planning)
91. Following the installation of the landscaping, all landscape material shall be maintained in a healthy and weed free condition; dead plant material shall be replaced immediately. All trees shall be maintained and pruned in accordance with the accepted practices of the International Society of Arboriculture (ISA). (Planning)
92. The City reserves the right to restrict vehicle turning movements within the public right-of-way in the future if deemed necessary by the City Engineer. (Engineering)
93. The required width of fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles. Minimum required widths and vertical clearances established by the Fire Code shall be maintained at all times during construction. Closure of accesses for fire apparatus by gates, barricades and other devices shall be prohibited unless approved by the Fire Chief. (Fire)
94. Temporary aboveground storage tanks may be used at construction sites for diesel fuel only and shall not exceed 1,000 gallon capacity. Tanks shall comply with all provisions found within the Fire Code. A Fire Department Permit shall be obtained prior to tank installation. The permit shall expire after 90 days from the date of issuance, unless extended by the Fire Chief. (Fire)
95. 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 or person responsible for the building permit must 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. (Fire)
96. The location and design of the gas service shall be determined by PG&E. The design of the 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)
97. All commercial air conditioning units 5 tons or less (<65,000 btu/ h) shall meet the current Consortium for Energy Efficiency ("CEE") Tier I specifications. The SEER/EER ratings will be specified on building plans and Title 24 compliance certificates at the time building permits are requested. 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 any building permit for any commercial building in the Plan Area. Any variances, with the exception of Tier 2 compliance, must be approved by the Electric Department's Retail Energy Services Department. (Electric)

98. 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. (Building)
99. The developer (or designated consultant) shall certify that the building foundation location has been placed according to all approved setback requirements shown on the approved site plan. The developer shall prepare a written statement confirming building placement and provide an original copy to the City Building Division Field Inspector at the time of or prior to the foundation inspection. (Building)
100. Prior to Certificate of Occupancy, the applicant may apply for a Temporary Certificate of Occupancy (TCO) of the building. If a TCO is desired, the applicant must submit a written request to the Building Division a minimum of thirty (30) days prior to the expected temporary occupancy date and shall include a schedule for occupancy and a description of the purpose for the Temporary Certificate of Occupancy. (Building)
101. Concurrent with submittal for plan check and prior to a request for final building inspection, the applicant may request City approval of an occupancy phasing plan to allow individual or multiple building occupancies. This request shall be made in writing to the Building Department and shall include 10 copies of the following:
 - a) A description of measures that will be undertaken to minimize conflict between residents/building occupants and construction traffic (e.g. fencing, etc.);
 - b) A phasing plan showing the proposed buildings, internal roads and access routes, landscaping, trash enclosure locations, and any other improvements planned for each phase; and
 - c) Estimated time frame for each phase and a specific date for the first phase. (Planning, Building)

CONDITIONS OF APPROVAL FOR THE 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 Improvement Standards 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 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 are approved and grading and/or encroachment permits are issued by the Department of Development Service 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. 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)

PRIOR TO ISSUANCE OF A GRADING PERMIT AND/OR IMPROVEMENT PLANS:

5. Grading around the native oak trees shall be as shown on the tentative map or as approved in these conditions. (Planning)
6. The applicant shall submit to the Planning and Engineering Departments 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)
7. 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' 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' 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)
8. 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)
9. All sewer on-site between MHs shall be considered public. (Environmental Utilities)
10. Organic enclosures shall be located perpendicular to the main drive aisle. (Environmental Utilities)

11. Fire hydrants shall be located as required by the Fire Department. The maximum distance between fire hydrants shall not exceed 1000 feet on center. (Fire)
12. Minimum fire flow is 3,000 gallons per minute with 20 lbs. psi residual pressure. A change in any of the conditions may increase the required fire flow. (Fire)
13. 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)
14. 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)
15. All landscaping in areas containing electrical service equipment shall conform with the "Electric Department Landscape Design Requirements" as outlined in Section 10.00 of the Electric Department's "Specifications for Commercial Construction." (Electric)
16. The Electric Department requires the submittal of the following information in order to complete the final electric design for the project:
 - one (1) set of improvement plans
 - load calculations
 - electrical panel one-line drawings
17. 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)
18. 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:

19. 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) Water, sewer, and reclaimed water easements; and,
 - b) The applicant shall dedicate an easement to the City of Roseville for the bus stop located on NE corner of Fiddymment Road at Blue Oaks Blvd. (shelter #176). The easement language/documents shall be drafted for approval and acceptance by the City of Roseville and recorded with the map. (Alternative Transportation, Engineering)

Easement widths shall comply with the City's Improvement Standards and Construction Standards. (Environmental Utilities, Electric, Engineering)

20. All existing easements shall be maintained, unless otherwise provided for in these conditions. (Environmental Utilities, Electric, Engineering)
21. 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)
22. 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 item(s):
 - a) A clause stating that the property owners within this subdivision shall agree to participate in a Transportation Systems Management (TSM) Plan and shall agree to enter into a Transportation Management Agreement with the City of Roseville (Alternative Transportation, Planning).
 - b) 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)
 - c) A clause requiring reciprocal access and parking for all parcels. (Planning)
23. In the event that the Final (Parcel) Map will record prior to the completion of on-site construction, all utility and access easements shall be placed on the face of the Map to the satisfaction of the City Engineer. If all on-site improvements are complete prior to the recordation of the map, then a separate agreement allowing all parcels/lots the rights of reciprocal access, rights to construct, and parking shall be submitted to the City as a part of final/parcel map submittal. Said agreement shall be in a form acceptable to the City Attorney and referenced on the face of the recorded map. (Engineering)
24. 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. (Engineering)
25. 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)
26. The Final/Parcel Map shall be submitted per, "The Digital Submittal of Cadastral Surveys." A plot or print of the submittal shall accompany the electronic copy. The complete submittal shall occur after the Engineering Department approval but prior to City Council approval of the Final/Parcel Map. (Engineering)
27. 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)
28. Additional internal easements will be required to cover primary electrical facilities to the project when the final electrical design is completed. (Electric)

29. All Electric Department facilities, including streetlights where applicable, shall be designed and built to the "City of Roseville Specifications for Commercial Construction." (Electric)
30. The City of Roseville Electric Department has electrical construction charges which are to be paid by the developer and which are explained in the City of Roseville "Specification for Commercial Construction." These charges will be determined upon completion of the final electrical design. (Electric)
31. 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)
32. The applicant shall pay all applicable water and sewer fees. (Environmental Utilities)

OTHER CONDITIONS OF APPROVAL:

33. 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)
34. Any relocation, rearrangement, or change to existing electric facilities due to this development shall be at the developer's expense. (Electric)
35. 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)
36. No grading activities shall be permitted within 10 feet around the power poles. If there are major grade changes around the poles, they will be handled case-by-case during civil improvement plan review. (Electric)
37. Contractors working under and around power lines shall maintain Cal OSHA requirements, which will be discussed at the Pre-Construction meeting. (Electric)
38. 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)
39. The project shall comply with all applicable environmental mitigation measures identified in the Plaza at Blue Oaks Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program. (Planning)

CONDITIONS OF APPROVAL FOR THE TREE PERMIT

PRIOR TO ISSUANCE OF ANY PERMITS OR ANY CONSTRUCTION ON-SITE:

1. All recommendations contained in the Arborist Report (Exhibit J) are incorporated by reference into these conditions, except as modified herein. (Planning)
2. Tree(s) # 1510, 1513, 1514, 1521, 1522, 1523, 1528, 1529, 1530, 1531, 1532, 1533, 1534, 1535, 1536, 1537, 1538, 1539, 1540, 1541, 1542, 1543, 1544, 1545, 1559, 1562, 1563, 1564 (or as listed in Exhibit J and shown on Exhibit K) are approved for removal with this tree permit. All other native oak trees shall remain in place. 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 replacement of the total number of inches proposed for removal. The total number of inches for this project is 721. Mitigation must be provided in the form of payment in the amount of \$39,294 prior to tree removal, and planting of non-native and native trees (as shown in the landscape plan, included as Exhibit I). (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 (or other means of security provided to the satisfaction of the Planning Division) shall be posted to ensure 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, driveways, 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 the oak tree. Where encroachment is permitted pursuant to Condition 4, above, 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 Arboriculture (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 Division and Engineering Division two weeks prior to the start of grading work to schedule the meeting and fencing inspection. (Planning)
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, or 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 FINAL:

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. The approval of this Tree Permit shall run with the Design Review Permit and shall tentatively expire on **May 14, 2022**. The applicant may extend the tree permit for an additional year subject to the extension requirements for a Design Review Permit. (Planning)

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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1.0 Project Characteristics**1.1 Land Usage**

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
Supermarket	35.00	1000sqft	0.80	35,000.00	0
Regional Shopping Center	43.60	1000sqft	1.00	43,600.00	0
Convenience Market With Gas Pumps	12.00	Pump	0.04	1,694.10	0
Parking Lot	109.00	1000sqft	2.50	109,000.00	0

1.2 Other Project Characteristics

Urbanization	Urban	Wind Speed (m/s)	2.2	Precipitation Freq (Days)	74
Climate Zone	2			Operational Year	2021
Utility Company	Roseville Electric				
CO2 Intensity (lb/MW hr)	531.85	CH4 Intensity (lb/MW hr)	0.029	N2O Intensity (lb/MW hr)	0.006

1.3 User Entered Comments & Non-Default Data

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Project Characteristics - Start of construction and operational year are estimates. CO2 intensity factor adjusted to reflect R.E.'s anticipated progress towards statewide RPS goals.

Land Use -

Architectural Coating - Low VOC paint.

Vehicle Trips - Non-residential project not anticipated to increase vmt so no mobile analysis is required.

Area Coating - Low VOC.

Energy Use -

Sequestration - based on landscape plan.

Mobile Land Use Mitigation -

Mobile Commute Mitigation - designated park-n-ride site (20 spaces).

Area Mitigation -

Energy Mitigation -

Water Mitigation -

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Table Name	Column Name	Default Value	New Value
tblArchitecturalCoating	EF_Nonresidential_Exterior	100.00	50.00
tblArchitecturalCoating	EF_Nonresidential_Interior	100.00	50.00
tblArchitecturalCoating	EF_Parking	100.00	50.00
tblAreaCoating	Area_EF_Nonresidential_Exterior	100	50
tblAreaCoating	Area_EF_Nonresidential_Interior	100	50
tblAreaCoating	Area_EF_Parking	100	50
tblAreaMitigation	UseLowVOCPaintParkingCheck	False	True
tblProjectCharacteristics	CO2IntensityFactor	793.8	531.85
tblSequestration	NumberOfNewTrees	0.00	373.00
tblVehicleTrips	ST_TR	204.47	0.00
tblVehicleTrips	ST_TR	49.97	0.00
tblVehicleTrips	ST_TR	177.59	0.00
tblVehicleTrips	SU_TR	166.88	0.00
tblVehicleTrips	SU_TR	25.24	0.00
tblVehicleTrips	SU_TR	166.44	0.00
tblVehicleTrips	WD_TR	542.60	0.00
tblVehicleTrips	WD_TR	42.70	0.00
tblVehicleTrips	WD_TR	102.24	0.00

2.0 Emissions Summary

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2.1 Overall Construction

Unmitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	tons/yr										MT/yr					
2020	0.1221	1.1780	0.8762	1.7600e-003	0.0943	0.0585	0.1527	0.0445	0.0546	0.0991	0.0000	154.9667	154.9667	0.0327	0.0000	155.7850
2021	0.4045	1.9469	1.7883	3.8100e-003	0.0689	0.0909	0.1598	0.0188	0.0855	0.1042	0.0000	336.6221	336.6221	0.0581	0.0000	338.0752
Maximum	0.4045	1.9469	1.7883	3.8100e-003	0.0943	0.0909	0.1598	0.0445	0.0855	0.1042	0.0000	336.6221	336.6221	0.0581	0.0000	338.0752

Mitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	tons/yr										MT/yr					
2020	0.1221	1.1780	0.8762	1.7600e-003	0.0943	0.0585	0.1527	0.0445	0.0546	0.0991	0.0000	154.9665	154.9665	0.0327	0.0000	155.7848
2021	0.4045	1.9469	1.7883	3.8100e-003	0.0689	0.0909	0.1598	0.0188	0.0855	0.1042	0.0000	336.6219	336.6219	0.0581	0.0000	338.0749
Maximum	0.4045	1.9469	1.7883	3.8100e-003	0.0943	0.0909	0.1598	0.0445	0.0855	0.1042	0.0000	336.6219	336.6219	0.0581	0.0000	338.0749

[illegible]

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Quarter	Start Date	End Date	Maximum Unmitigated ROG + NOX (tons/quarter)	Maximum Mitigated ROG + NOX (tons/quarter)
1	9-1-2020	11-30-2020	1.0056	1.0056
2	12-1-2020	2-28-2021	0.7721	0.7721
3	3-1-2021	5-31-2021	0.7616	0.7616
4	6-1-2021	8-31-2021	0.7610	0.7610
5	9-1-2021	9-30-2021	0.1484	0.1484
		Highest	1.0056	1.0056

2.2 Overall Operational

Unmitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Area	0.3402	2.0000e-005	1.8400e-003	0.0000		1.0000e-005	1.0000e-005		1.0000e-005	1.0000e-005	0.0000	3.5700e-003	3.5700e-003	1.0000e-005	0.0000	3.8000e-003
Energy	0.0102	0.0929	0.0780	5.6000e-004		7.0600e-003	7.0600e-003		7.0600e-003	7.0600e-003	0.0000	578.9382	578.9382	0.0280	7.2400e-003	581.7968
Mobile	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Waste						0.0000	0.0000		0.0000	0.0000	49.3633	0.0000	49.3633	2.9173	0.0000	122.2956
Water						0.0000	0.0000		0.0000	0.0000	2.4332	11.8603	14.2935	0.2506	6.0300e-003	22.3557
Total	0.3504	0.0929	0.0799	5.6000e-004	0.0000	7.0700e-003	7.0700e-003	0.0000	7.0700e-003	7.0700e-003	51.7965	590.8021	642.5986	3.1959	0.0133	726.4519

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2.2 Overall Operational

Mitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Area	0.3167	2.0000e-005	1.8400e-003	0.0000		1.0000e-005	1.0000e-005		1.0000e-005	1.0000e-005	0.0000	3.5700e-003	3.5700e-003	1.0000e-005	0.0000	3.8000e-003
Energy	0.0102	0.0929	0.0780	5.6000e-004		7.0600e-003	7.0600e-003		7.0600e-003	7.0600e-003	0.0000	578.9382	578.9382	0.0280	7.2400e-003	581.7968
Mobile	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Waste						0.0000	0.0000		0.0000	0.0000	49.3633	0.0000	49.3633	2.9173	0.0000	122.2956
Water						0.0000	0.0000		0.0000	0.0000	2.4332	11.8603	14.2935	0.2506	6.0300e-003	22.3557
Total	0.3270	0.0929	0.0799	5.6000e-004	0.0000	7.0700e-003	7.0700e-003	0.0000	7.0700e-003	7.0700e-003	51.7965	590.8021	642.5986	3.1959	0.0133	726.4519

[illegible]

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2.3 Vegetation**Vegetation**

	CO2e
Category	MT
New Trees	264.0840
Total	264.0840

3.0 Construction Detail**Construction Phase**

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Demolition	Demolition	9/1/2020	9/28/2020	5	20	
2	Site Preparation	Site Preparation	9/29/2020	10/5/2020	5	5	
3	Grading	Grading	10/6/2020	10/15/2020	5	8	
4	Building Construction	Building Construction	10/16/2020	9/2/2021	5	230	
5	Paving	Paving	9/3/2021	9/28/2021	5	18	
6	Architectural Coating	Architectural Coating	9/29/2021	10/22/2021	5	18	

Acres of Grading (Site Preparation Phase): 0**Acres of Grading (Grading Phase): 4****Acres of Paving: 2.5**

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Residential Indoor: 0; Residential Outdoor: 0; Non-Residential Indoor: 120,441; Non-Residential Outdoor: 40,147; Striped Parking Area: 6,540 (Architectural Coating – sqft)

OffRoad Equipment

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Architectural Coating	Air Compressors	1	6.00	78	0.48
Paving	Cement and Mortar Mixers	2	6.00	9	0.56
Demolition	Concrete/Industrial Saws	1	8.00	81	0.73
Demolition	Excavators	3	8.00	158	0.38
Building Construction	Cranes	1	7.00	231	0.29
Building Construction	Forklifts	3	8.00	89	0.20
Grading	Excavators	1	8.00	158	0.38
Paving	Pavers	1	8.00	130	0.42
Paving	Rollers	2	6.00	80	0.38
Demolition	Rubber Tired Dozers	2	8.00	247	0.40
Grading	Rubber Tired Dozers	1	8.00	247	0.40
Building Construction	Tractors/Loaders/Backhoes	3	7.00	97	0.37
Building Construction	Generator Sets	1	8.00	84	0.74
Grading	Tractors/Loaders/Backhoes	3	8.00	97	0.37
Paving	Tractors/Loaders/Backhoes	1	8.00	97	0.37
Site Preparation	Tractors/Loaders/Backhoes	4	8.00	97	0.37
Grading	Graders	1	8.00	187	0.41
Paving	Paving Equipment	2	6.00	132	0.36
Site Preparation	Rubber Tired Dozers	3	8.00	247	0.40
Building Construction	Welders	1	8.00	46	0.45

Trips and VMT

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Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Demolition	6	15.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Site Preparation	7	18.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Grading	6	15.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	9	71.00	31.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Paving	8	20.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Architectural Coating	1	14.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT

3.1 Mitigation Measures Construction

3.2 Demolition - 2020

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0331	0.3320	0.2175	3.9000e-004		0.0166	0.0166		0.0154	0.0154	0.0000	33.9986	33.9986	9.6000e-003	0.0000	34.2386
Total	0.0331	0.3320	0.2175	3.9000e-004		0.0166	0.0166		0.0154	0.0154	0.0000	33.9986	33.9986	9.6000e-003	0.0000	34.2386

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3.2 Demolition - 2020**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	5.2000e-004	3.6000e-004	3.8900e-003	1.0000e-005	1.1800e-003	1.0000e-005	1.1900e-003	3.1000e-004	1.0000e-005	3.2000e-004	0.0000	1.0167	1.0167	3.0000e-005	0.0000	1.0173
Total	5.2000e-004	3.6000e-004	3.8900e-003	1.0000e-005	1.1800e-003	1.0000e-005	1.1900e-003	3.1000e-004	1.0000e-005	3.2000e-004	0.0000	1.0167	1.0167	3.0000e-005	0.0000	1.0173

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0331	0.3320	0.2175	3.9000e-004		0.0166	0.0166		0.0154	0.0154	0.0000	33.9986	33.9986	9.6000e-003	0.0000	34.2385
Total	0.0331	0.3320	0.2175	3.9000e-004		0.0166	0.0166		0.0154	0.0154	0.0000	33.9986	33.9986	9.6000e-003	0.0000	34.2385

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3.2 Demolition - 2020**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	5.2000e-004	3.6000e-004	3.8900e-003	1.0000e-005	1.1800e-003	1.0000e-005	1.1900e-003	3.1000e-004	1.0000e-005	3.2000e-004	0.0000	1.0167	1.0167	3.0000e-005	0.0000	1.0173
Total	5.2000e-004	3.6000e-004	3.8900e-003	1.0000e-005	1.1800e-003	1.0000e-005	1.1900e-003	3.1000e-004	1.0000e-005	3.2000e-004	0.0000	1.0167	1.0167	3.0000e-005	0.0000	1.0173

3.3 Site Preparation - 2020**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.0452	0.0000	0.0452	0.0248	0.0000	0.0248	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0102	0.1060	0.0538	1.0000e-004		5.4900e-003	5.4900e-003		5.0500e-003	5.0500e-003	0.0000	8.3577	8.3577	2.7000e-003	0.0000	8.4253
Total	0.0102	0.1060	0.0538	1.0000e-004	0.0452	5.4900e-003	0.0507	0.0248	5.0500e-003	0.0299	0.0000	8.3577	8.3577	2.7000e-003	0.0000	8.4253

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3.3 Site Preparation - 2020**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	1.6000e-004	1.1000e-004	1.1700e-003	0.0000	3.5000e-004	0.0000	3.6000e-004	9.0000e-005	0.0000	1.0000e-004	0.0000	0.3050	0.3050	1.0000e-005	0.0000	0.3052
Total	1.6000e-004	1.1000e-004	1.1700e-003	0.0000	3.5000e-004	0.0000	3.6000e-004	9.0000e-005	0.0000	1.0000e-004	0.0000	0.3050	0.3050	1.0000e-005	0.0000	0.3052

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.0452	0.0000	0.0452	0.0248	0.0000	0.0248	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0102	0.1060	0.0538	1.0000e-004		5.4900e-003	5.4900e-003		5.0500e-003	5.0500e-003	0.0000	8.3577	8.3577	2.7000e-003	0.0000	8.4252
Total	0.0102	0.1060	0.0538	1.0000e-004	0.0452	5.4900e-003	0.0507	0.0248	5.0500e-003	0.0299	0.0000	8.3577	8.3577	2.7000e-003	0.0000	8.4252

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3.3 Site Preparation - 2020**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	1.6000e-004	1.1000e-004	1.1700e-003	0.0000	3.5000e-004	0.0000	3.6000e-004	9.0000e-005	0.0000	1.0000e-004	0.0000	0.3050	0.3050	1.0000e-005	0.0000	0.3052
Total	1.6000e-004	1.1000e-004	1.1700e-003	0.0000	3.5000e-004	0.0000	3.6000e-004	9.0000e-005	0.0000	1.0000e-004	0.0000	0.3050	0.3050	1.0000e-005	0.0000	0.3052

3.4 Grading - 2020**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.0262	0.0000	0.0262	0.0135	0.0000	0.0135	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	9.7200e-003	0.1055	0.0642	1.2000e-004		5.0900e-003	5.0900e-003		4.6900e-003	4.6900e-003	0.0000	10.4235	10.4235	3.3700e-003	0.0000	10.5078
Total	9.7200e-003	0.1055	0.0642	1.2000e-004	0.0262	5.0900e-003	0.0313	0.0135	4.6900e-003	0.0182	0.0000	10.4235	10.4235	3.3700e-003	0.0000	10.5078

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3.4 Grading - 2020**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	2.1000e-004	1.5000e-004	1.5600e-003	0.0000	4.7000e-004	0.0000	4.7000e-004	1.3000e-004	0.0000	1.3000e-004	0.0000	0.4067	0.4067	1.0000e-005	0.0000	0.4069
Total	2.1000e-004	1.5000e-004	1.5600e-003	0.0000	4.7000e-004	0.0000	4.7000e-004	1.3000e-004	0.0000	1.3000e-004	0.0000	0.4067	0.4067	1.0000e-005	0.0000	0.4069

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.0262	0.0000	0.0262	0.0135	0.0000	0.0135	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	9.7200e-003	0.1055	0.0642	1.2000e-004		5.0900e-003	5.0900e-003		4.6900e-003	4.6900e-003	0.0000	10.4235	10.4235	3.3700e-003	0.0000	10.5078
Total	9.7200e-003	0.1055	0.0642	1.2000e-004	0.0262	5.0900e-003	0.0313	0.0135	4.6900e-003	0.0182	0.0000	10.4235	10.4235	3.3700e-003	0.0000	10.5078

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3.4 Grading - 2020**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	2.1000e-004	1.5000e-004	1.5600e-003	0.0000	4.7000e-004	0.0000	4.7000e-004	1.3000e-004	0.0000	1.3000e-004	0.0000	0.4067	0.4067	1.0000e-005	0.0000	0.4069
Total	2.1000e-004	1.5000e-004	1.5600e-003	0.0000	4.7000e-004	0.0000	4.7000e-004	1.3000e-004	0.0000	1.3000e-004	0.0000	0.4067	0.4067	1.0000e-005	0.0000	0.4069

3.5 Building Construction - 2020**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0583	0.5276	0.4633	7.4000e-004		0.0307	0.0307		0.0289	0.0289	0.0000	63.6928	63.6928	0.0155	0.0000	64.0812
Total	0.0583	0.5276	0.4633	7.4000e-004		0.0307	0.0307		0.0289	0.0289	0.0000	63.6928	63.6928	0.0155	0.0000	64.0812

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3.5 Building Construction - 2020**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	3.1400e-003	0.1014	0.0200	2.5000e-004	5.5700e-003	4.4000e-004	6.0100e-003	1.6100e-003	4.2000e-004	2.0300e-003	0.0000	23.5320	23.5320	1.1500e-003	0.0000	23.5608
Worker	6.7700e-003	4.7300e-003	0.0507	1.5000e-004	0.0153	1.0000e-004	0.0154	4.0800e-003	9.0000e-005	4.1700e-003	0.0000	13.2338	13.2338	3.3000e-004	0.0000	13.2420
Total	9.9100e-003	0.1061	0.0707	4.0000e-004	0.0209	5.4000e-004	0.0214	5.6900e-003	5.1000e-004	6.2000e-003	0.0000	36.7658	36.7658	1.4800e-003	0.0000	36.8028

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0583	0.5276	0.4633	7.4000e-004		0.0307	0.0307		0.0289	0.0289	0.0000	63.6927	63.6927	0.0155	0.0000	64.0811
Total	0.0583	0.5276	0.4633	7.4000e-004		0.0307	0.0307		0.0289	0.0289	0.0000	63.6927	63.6927	0.0155	0.0000	64.0811

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3.5 Building Construction - 2020**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	3.1400e-003	0.1014	0.0200	2.5000e-004	5.5700e-003	4.4000e-004	6.0100e-003	1.6100e-003	4.2000e-004	2.0300e-003	0.0000	23.5320	23.5320	1.1500e-003	0.0000	23.5608
Worker	6.7700e-003	4.7300e-003	0.0507	1.5000e-004	0.0153	1.0000e-004	0.0154	4.0800e-003	9.0000e-005	4.1700e-003	0.0000	13.2338	13.2338	3.3000e-004	0.0000	13.2420
Total	9.9100e-003	0.1061	0.0707	4.0000e-004	0.0209	5.4000e-004	0.0214	5.6900e-003	5.1000e-004	6.2000e-003	0.0000	36.7658	36.7658	1.4800e-003	0.0000	36.8028

3.5 Building Construction - 2021**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.1663	1.5253	1.4503	2.3600e-003		0.0839	0.0839		0.0789	0.0789	0.0000	202.6826	202.6826	0.0489	0.0000	203.9051
Total	0.1663	1.5253	1.4503	2.3600e-003		0.0839	0.0839		0.0789	0.0789	0.0000	202.6826	202.6826	0.0489	0.0000	203.9051

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3.5 Building Construction - 2021**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	8.3700e-003	0.2961	0.0566	7.8000e-004	0.0177	6.8000e-004	0.0184	5.1300e-003	6.5000e-004	5.7700e-003	0.0000	74.2807	74.2807	3.4600e-003	0.0000	74.3672
Worker	0.0200	0.0135	0.1475	4.5000e-004	0.0488	3.2000e-004	0.0491	0.0130	2.9000e-004	0.0133	0.0000	40.6263	40.6263	9.3000e-004	0.0000	40.6495
Total	0.0284	0.3096	0.2041	1.2300e-003	0.0665	1.0000e-003	0.0675	0.0181	9.4000e-004	0.0191	0.0000	114.9069	114.9069	4.3900e-003	0.0000	115.0167

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.1663	1.5253	1.4503	2.3600e-003		0.0839	0.0839		0.0789	0.0789	0.0000	202.6824	202.6824	0.0489	0.0000	203.9048
Total	0.1663	1.5253	1.4503	2.3600e-003		0.0839	0.0839		0.0789	0.0789	0.0000	202.6824	202.6824	0.0489	0.0000	203.9048

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3.5 Building Construction - 2021**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	8.3700e-003	0.2961	0.0566	7.8000e-004	0.0177	6.8000e-004	0.0184	5.1300e-003	6.5000e-004	5.7700e-003	0.0000	74.2807	74.2807	3.4600e-003	0.0000	74.3672
Worker	0.0200	0.0135	0.1475	4.5000e-004	0.0488	3.2000e-004	0.0491	0.0130	2.9000e-004	0.0133	0.0000	40.6263	40.6263	9.3000e-004	0.0000	40.6495
Total	0.0284	0.3096	0.2041	1.2300e-003	0.0665	1.0000e-003	0.0675	0.0181	9.4000e-004	0.0191	0.0000	114.9069	114.9069	4.3900e-003	0.0000	115.0167

3.6 Paving - 2021**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	9.8500e-003	0.0976	0.1103	1.7000e-004		5.2100e-003	5.2100e-003		4.8100e-003	4.8100e-003	0.0000	14.7336	14.7336	4.6300e-003	0.0000	14.8493
Paving	3.2800e-003					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	0.0131	0.0976	0.1103	1.7000e-004		5.2100e-003	5.2100e-003		4.8100e-003	4.8100e-003	0.0000	14.7336	14.7336	4.6300e-003	0.0000	14.8493

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3.6 Paving - 2021**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	5.8000e-004	3.9000e-004	4.2700e-003	1.0000e-005	1.4100e-003	1.0000e-005	1.4200e-003	3.8000e-004	1.0000e-005	3.8000e-004	0.0000	1.1771	1.1771	3.0000e-005	0.0000	1.1778
Total	5.8000e-004	3.9000e-004	4.2700e-003	1.0000e-005	1.4100e-003	1.0000e-005	1.4200e-003	3.8000e-004	1.0000e-005	3.8000e-004	0.0000	1.1771	1.1771	3.0000e-005	0.0000	1.1778

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	9.8500e-003	0.0976	0.1103	1.7000e-004		5.2100e-003	5.2100e-003		4.8100e-003	4.8100e-003	0.0000	14.7335	14.7335	4.6300e-003	0.0000	14.8493
Paving	3.2800e-003					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	0.0131	0.0976	0.1103	1.7000e-004		5.2100e-003	5.2100e-003		4.8100e-003	4.8100e-003	0.0000	14.7335	14.7335	4.6300e-003	0.0000	14.8493

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3.6 Paving - 2021**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	5.8000e-004	3.9000e-004	4.2700e-003	1.0000e-005	1.4100e-003	1.0000e-005	1.4200e-003	3.8000e-004	1.0000e-005	3.8000e-004	0.0000	1.1771	1.1771	3.0000e-005	0.0000	1.1778
Total	5.8000e-004	3.9000e-004	4.2700e-003	1.0000e-005	1.4100e-003	1.0000e-005	1.4200e-003	3.8000e-004	1.0000e-005	3.8000e-004	0.0000	1.1771	1.1771	3.0000e-005	0.0000	1.1778

3.7 Architectural Coating - 2021**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Archit. Coating	0.1937					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	1.9700e-003	0.0137	0.0164	3.0000e-005		8.5000e-004	8.5000e-004		8.5000e-004	8.5000e-004	0.0000	2.2979	2.2979	1.6000e-004	0.0000	2.3019
Total	0.1956	0.0137	0.0164	3.0000e-005		8.5000e-004	8.5000e-004		8.5000e-004	8.5000e-004	0.0000	2.2979	2.2979	1.6000e-004	0.0000	2.3019

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3.7 Architectural Coating - 2021**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	4.1000e-004	2.7000e-004	2.9900e-003	1.0000e-005	9.9000e-004	1.0000e-005	1.0000e-003	2.6000e-004	1.0000e-005	2.7000e-004	0.0000	0.8240	0.8240	2.0000e-005	0.0000	0.8244
Total	4.1000e-004	2.7000e-004	2.9900e-003	1.0000e-005	9.9000e-004	1.0000e-005	1.0000e-003	2.6000e-004	1.0000e-005	2.7000e-004	0.0000	0.8240	0.8240	2.0000e-005	0.0000	0.8244

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Archit. Coating	0.1937					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	1.9700e-003	0.0137	0.0164	3.0000e-005		8.5000e-004	8.5000e-004		8.5000e-004	8.5000e-004	0.0000	2.2979	2.2979	1.6000e-004	0.0000	2.3019
Total	0.1956	0.0137	0.0164	3.0000e-005		8.5000e-004	8.5000e-004		8.5000e-004	8.5000e-004	0.0000	2.2979	2.2979	1.6000e-004	0.0000	2.3019

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3.7 Architectural Coating - 2021**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	4.1000e-004	2.7000e-004	2.9900e-003	1.0000e-005	9.9000e-004	1.0000e-005	1.0000e-003	2.6000e-004	1.0000e-005	2.7000e-004	0.0000	0.8240	0.8240	2.0000e-005	0.0000	0.8244
Total	4.1000e-004	2.7000e-004	2.9900e-003	1.0000e-005	9.9000e-004	1.0000e-005	1.0000e-003	2.6000e-004	1.0000e-005	2.7000e-004	0.0000	0.8240	0.8240	2.0000e-005	0.0000	0.8244

4.0 Operational Detail - Mobile**4.1 Mitigation Measures Mobile**

Provide Riade Sharing Program

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	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Mitigated	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Unmitigated	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

4.2 Trip Summary Information

Land Use	Average Daily Trip Rate			Unmitigated	Mitigated
	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
Convenience Market With Gas Pumps	0.00	0.00	0.00		
Parking Lot	0.00	0.00	0.00		
Regional Shopping Center	0.00	0.00	0.00		
Supermarket	0.00	0.00	0.00		
Total	0.00	0.00	0.00		

4.3 Trip Type Information

Land Use	Miles			Trip %			Trip Purpose %		
	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
Convenience Market With Gas	9.50	7.30	7.30	0.80	80.20	19.00	14	21	65
Parking Lot	9.50	7.30	7.30	0.00	0.00	0.00	0	0	0
Regional Shopping Center	9.50	7.30	7.30	16.30	64.70	19.00	54	35	11
Supermarket	9.50	7.30	7.30	6.50	74.50	19.00	34	30	36

4.4 Fleet Mix

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Land Use	LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
Convenience Market With Gas Pumps	0.494811	0.040252	0.220236	0.128508	0.023782	0.006284	0.029295	0.046215	0.001446	0.001205	0.005961	0.000773	0.001232
Parking Lot	0.494811	0.040252	0.220236	0.128508	0.023782	0.006284	0.029295	0.046215	0.001446	0.001205	0.005961	0.000773	0.001232
Regional Shopping Center	0.494811	0.040252	0.220236	0.128508	0.023782	0.006284	0.029295	0.046215	0.001446	0.001205	0.005961	0.000773	0.001232
Supermarket	0.494811	0.040252	0.220236	0.128508	0.023782	0.006284	0.029295	0.046215	0.001446	0.001205	0.005961	0.000773	0.001232

5.0 Energy Detail

Historical Energy Use: N

5.1 Mitigation Measures Energy

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Electricity Mitigated						0.0000	0.0000		0.0000	0.0000	0.0000	477.7982	477.7982	0.0261	5.3900e-003	480.0558
Electricity Unmitigated						0.0000	0.0000		0.0000	0.0000	0.0000	477.7982	477.7982	0.0261	5.3900e-003	480.0558
Natural Gas Mitigated	0.0102	0.0929	0.0780	5.6000e-004		7.0600e-003	7.0600e-003		7.0600e-003	7.0600e-003	0.0000	101.1399	101.1399	1.9400e-003	1.8500e-003	101.7410
Natural Gas Unmitigated	0.0102	0.0929	0.0780	5.6000e-004		7.0600e-003	7.0600e-003		7.0600e-003	7.0600e-003	0.0000	101.1399	101.1399	1.9400e-003	1.8500e-003	101.7410

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5.2 Energy by Land Use - NaturalGas**Unmitigated**

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	tons/yr										MT/yr					
Convenience Market With Gas Pumps	19821	1.1000e-004	9.7000e-004	8.2000e-004	1.0000e-005		7.0000e-005	7.0000e-005		7.0000e-005	7.0000e-005	0.0000	1.0577	1.0577	2.0000e-005	2.0000e-005	1.0640
Parking Lot	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Regional Shopping Center	510120	2.7500e-003	0.0250	0.0210	1.5000e-004		1.9000e-003	1.9000e-003		1.9000e-003	1.9000e-003	0.0000	27.2220	27.2220	5.2000e-004	5.0000e-004	27.3837
Supermarket	1.36535e+006	7.3600e-003	0.0669	0.0562	4.0000e-004		5.0900e-003	5.0900e-003		5.0900e-003	5.0900e-003	0.0000	72.8603	72.8603	1.4000e-003	1.3400e-003	73.2933
Total		0.0102	0.0929	0.0780	5.6000e-004		7.0600e-003	7.0600e-003		7.0600e-003	7.0600e-003	0.0000	101.1400	101.1400	1.9400e-003	1.8600e-003	101.7410

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5.2 Energy by Land Use - NaturalGas**Mitigated**

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	tons/yr										MT/yr					
Convenience Market With Gas Pumps	19821	1.1000e-004	9.7000e-004	8.2000e-004	1.0000e-005		7.0000e-005	7.0000e-005		7.0000e-005	7.0000e-005	0.0000	1.0577	1.0577	2.0000e-005	2.0000e-005	1.0640
Parking Lot	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Regional Shopping Center	510120	2.7500e-003	0.0250	0.0210	1.5000e-004		1.9000e-003	1.9000e-003		1.9000e-003	1.9000e-003	0.0000	27.2220	27.2220	5.2000e-004	5.0000e-004	27.3837
Supermarket	1.36535e+006	7.3600e-003	0.0669	0.0562	4.0000e-004		5.0900e-003	5.0900e-003		5.0900e-003	5.0900e-003	0.0000	72.8603	72.8603	1.4000e-003	1.3400e-003	73.2933
Total		0.0102	0.0929	0.0780	5.6000e-004		7.0600e-003	7.0600e-003		7.0600e-003	7.0600e-003	0.0000	101.1400	101.1400	1.9400e-003	1.8600e-003	101.7410

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5.3 Energy by Land Use - Electricity**Unmitigated**

	Electricity Use	Total CO2	CH4	N2O	CO2e
Land Use	kWh/yr	MT/yr			
Convenience Market With Gas Pumps	19973.4	4.8185	2.6000e-004	5.0000e-005	4.8412
Parking Lot	38150	9.2034	5.0000e-004	1.0000e-004	9.2469
Regional Shopping Center	514044	124.0096	6.7600e-003	1.4000e-003	124.5955
Supermarket	1.4084e+006	339.7668	0.0185	3.8300e-003	341.3722
Total		477.7982	0.0261	5.3800e-003	480.0558

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5.3 Energy by Land Use - Electricity**Mitigated**

	Electricity Use	Total CO2	CH4	N2O	CO2e
Land Use	kWh/yr	MT/yr			
Convenience Market With Gas Pumps	19973.4	4.8185	2.6000e-004	5.0000e-005	4.8412
Parking Lot	38150	9.2034	5.0000e-004	1.0000e-004	9.2469
Regional Shopping Center	514044	124.0096	6.7600e-003	1.4000e-003	124.5955
Supermarket	1.4084e+006	339.7668	0.0185	3.8300e-003	341.3722
Total		477.7982	0.0261	5.3800e-003	480.0558

6.0 Area Detail**6.1 Mitigation Measures Area**

Use Low VOC Paint - Non-Residential Interior

Use Low VOC Paint - Non-Residential Exterior

Use Low VOC Cleaning Supplies

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	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Mitigated	0.3167	2.0000e-005	1.8400e-003	0.0000		1.0000e-005	1.0000e-005		1.0000e-005	1.0000e-005	0.0000	3.5700e-003	3.5700e-003	1.0000e-005	0.0000	3.8000e-003
Unmitigated	0.3402	2.0000e-005	1.8400e-003	0.0000		1.0000e-005	1.0000e-005		1.0000e-005	1.0000e-005	0.0000	3.5700e-003	3.5700e-003	1.0000e-005	0.0000	3.8000e-003

6.2 Area by SubCategory

Unmitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	tons/yr										MT/yr					
Architectural Coating	0.0194					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Consumer Products	0.3206					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Landscaping	1.7000e-004	2.0000e-005	1.8400e-003	0.0000		1.0000e-005	1.0000e-005		1.0000e-005	1.0000e-005	0.0000	3.5700e-003	3.5700e-003	1.0000e-005	0.0000	3.8000e-003
Total	0.3402	2.0000e-005	1.8400e-003	0.0000		1.0000e-005	1.0000e-005		1.0000e-005	1.0000e-005	0.0000	3.5700e-003	3.5700e-003	1.0000e-005	0.0000	3.8000e-003

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6.2 Area by SubCategory**Mitigated**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	tons/yr										MT/yr					
Architectural Coating	0.0194					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Consumer Products	0.2972					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Landscaping	1.7000e-004	2.0000e-005	1.8400e-003	0.0000		1.0000e-005	1.0000e-005		1.0000e-005	1.0000e-005	0.0000	3.5700e-003	3.5700e-003	1.0000e-005	0.0000	3.8000e-003
Total	0.3167	2.0000e-005	1.8400e-003	0.0000		1.0000e-005	1.0000e-005		1.0000e-005	1.0000e-005	0.0000	3.5700e-003	3.5700e-003	1.0000e-005	0.0000	3.8000e-003

7.0 Water Detail**7.1 Mitigation Measures Water**

Use Water Efficient Landscaping

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	Total CO2	CH4	N2O	CO2e
Category	MT/yr			
Mitigated	14.2935	0.2506	6.0300e-003	22.3557
Unmitigated	14.2935	0.2506	6.0300e-003	22.3557

7.2 Water by Land Use

Unmitigated

	Indoor/Outdoor Use	Total CO2	CH4	N2O	CO2e
Land Use	Mgal	MT/yr			
Convenience Market With Gas Pumps	0.125486 / 0.0769109	0.2686	4.1000e-003	1.0000e-004	0.4006
Parking Lot	0 / 0	0.0000	0.0000	0.0000	0.0000
Regional Shopping Center	3.22956 / 1.97941	6.9117	0.1056	2.5500e-003	10.3109
Supermarket	4.31439 / 0.133435	7.1133	0.1409	3.3800e-003	11.6442
Total		14.2935	0.2506	6.0300e-003	22.3557

Plaza at Blue Oaks - Placer-Sacramento County, Annual

7.2 Water by Land Use**Mitigated**

	Indoor/Outdoor Use	Total CO2	CH4	N2O	CO2e
Land Use	Mgal	MT/yr			
Convenience Market With Gas Pumps	0.125486 / 0.0769109	0.2686	4.1000e-003	1.0000e-004	0.4006
Parking Lot	0 / 0	0.0000	0.0000	0.0000	0.0000
Regional Shopping Center	3.22956 / 1.97941	6.9117	0.1056	2.5500e-003	10.3109
Supermarket	4.31439 / 0.133435	7.1133	0.1409	3.3800e-003	11.6442
Total		14.2935	0.2506	6.0300e-003	22.3557

8.0 Waste Detail**8.1 Mitigation Measures Waste**

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Category/Year

	Total CO2	CH4	N2O	CO2e
	MT/yr			
Mitigated	49.3633	2.9173	0.0000	122.2956
Unmitigated	49.3633	2.9173	0.0000	122.2956

8.2 Waste by Land Use**Unmitigated**

	Waste Disposed	Total CO2	CH4	N2O	CO2e
Land Use	tons	MT/yr			
Parking Lot	0	0.0000	0.0000	0.0000	0.0000
Regional Shopping Center	45.78	9.2929	0.5492	0.0000	23.0228
Supermarket	197.4	40.0704	2.3681	0.0000	99.2728
Total		49.3634	2.9173	0.0000	122.2956

Plaza at Blue Oaks - Placer-Sacramento County, Annual

8.2 Waste by Land Use**Mitigated**

	Waste Disposed	Total CO2	CH4	N2O	CO2e
Land Use	tons	MT/yr			
Parking Lot	0	0.0000	0.0000	0.0000	0.0000
Regional Shopping Center	45.78	9.2929	0.5492	0.0000	23.0228
Supermarket	197.4	40.0704	2.3681	0.0000	99.2728
Total		49.3634	2.9173	0.0000	122.2956

9.0 Operational Offroad

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type
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10.0 Stationary Equipment**Fire Pumps and Emergency Generators**

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

Equipment Type	Number	Heat Input/Day	Heat Input/Year	Boiler Rating	Fuel Type
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User Defined Equipment

Equipment Type	Number
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11.0 Vegetation

	Total CO2	CH4	N2O	CO2e
Category	MT			
Unmitigated	264.0840	0.0000	0.0000	264.0840

11.2 Net New Trees**Species Class**

	Number of Trees	Total CO2	CH4	N2O	CO2e
		MT			
Miscellaneous	373	264.0840	0.0000	0.0000	264.0840
Total		264.0840	0.0000	0.0000	264.0840

Shallow, Kinarik

From: Shallow, Kinarik
Sent: Tuesday, July 14, 2020 11:34 AM
To: Shallow, Kinarik
Subject: FW: Proposed Raleys Mkt (Blue Oaks)

From: Elissa Hardy <ehardy@ufcw8.org>
Sent: Monday, June 15, 2020 2:13 PM
To: Public Comment <publiccomment@roseville.ca.us>
Subject: Proposed Raleys Mkt (Blue Oaks)

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.

Planning Commission,
I was misinformed on the Plaza at Blue Oaks (Sprouts) as stated in my previous email. I Believe that Raleys will be a great fit for that area and a welcomed market. The neighbors in that area won't have to travel so far a quality market and this will reduce the traffic in the area. Thank you for your time!

Elissa Hardy
536 Oakborough Ave
Roseville, CA. 95747
(916)216-8196

Elissa Hardy
UFCW 8-Golden State
Field Support Representative
(916)782-0256

Shallow, Kinarik

From: Shallow, Kinarik
Sent: Tuesday, July 14, 2020 11:31 AM
To: Shallow, Kinarik
Subject: FW: Public Comment and Opposition to the Plaza at Blue Oaks Development

From: Sam Parker <samparker1981@gmail.com>
Sent: Wednesday, July 1, 2020 2:52 PM
To: Public Comment <publiccomment@roseville.ca.us>
Subject: Public Comment and Opposition to the Plaza at Blue Oaks Development

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.

To the Honorable Mayor and Councilpersons:

I stand with many of my neighbors and friends in opposition to the proposed Plaza at Blue Oaks commercial development located at 1950 Blue Oaks Blvd. in Roseville.

The proposed Plaza at Blue Oaks development will negatively impact traffic, emergency response times, and public health and safety for the thousands of residents and families that live near the proposed project in west Roseville.

As you know, on May 14th, the Planning Commission approved several permits and a Mitigated Negative Declaration for the project, despite objections having been raised by residents and the fact that myself, and the vast majority of west Roseville residents, did not receive public notice about the “virtual” hearing and were unable to participate at all or in-person, as these opportunities for public comment were designed and intended.

I am not opposed to more commercial and housing opportunities in west Roseville- in fact it is needed. But the scope and scale of this glorified strip mall is simply too large for the site chosen and provides for no housing and only nominal mitigation for the thousands of new daily vehicle trips this project will generate on our local roads.

One of the most troubling aspects of this project is the approval of the Mitigated Negative Declaration which leaves far more questions than answers for residents, like myself, on the impacts this strip mall will have on our health, safety and quality of life. I am not sure how anyone can find that the construction of a 12-pump gas station, with attendant underground gasoline storage tanks and a car wash, does not deserve full expert study and analysis as it will undoubtedly result in chemicals being put into the soil and groundwater.

With that said, I respectfully request that, at a minimum, the City Council require that a full and comprehensive EIR be conducted to ensure that the public health and safety of the thousands of families and children who live near the proposed shopping center is maintained. What is the reason and rush to approve this major development without the information and assurance that a comprehensive EIR would provide to our families and on traffic and air quality where we live and work?

I hope that you will reconsider the Planning Commission's approvals from May 14th and will put people before developers and corporations. Thank you for your public service and for your time and consideration of my concerns.

Sincerely,

Sam Parker



Development Services Department
Planning Division
311 Vernon Street
Roseville, California 95678-2649

May 18, 2020

Joe Zawidski
West Roseville Development Company
4670 Willow Road, Suite 200
Pleasanton, CA 94588
jzawidski@sighomes.com

Joe Zawidski
F-31 Commercial LLC
4670 Willow Road, Suite 200
Pleasanton, CA 94588
jzawidski@sighomes.com

SUBJECT: WRSP PCL-31 – The Plaza at Blue Oaks
File # PL17-0368
Citywide Job # 180129

On **MAY 14, 2020**, the *Planning Commission* **ADOPTED THE PLAZA AT BLUE OAKS INITIAL STUDY/MITIGATED NEGATIVE DECLARATION** and the **MITIGATION MONITORING AND REPORTING PROGRAM** and **APPROVED** the **DESIGN REVIEW PERMIT** to allow the construction of an 82,100-square-foot shopping center consisting of a 35,000-square-foot anchor grocery store, a 12-pump gas station with a 3,500-square-foot-convenience store and car wash, and seven additional buildings ranging in size from approximately 3,750 square feet to 9,750 square feet, a **TENTATIVE SUBDIVISION MAP** to subdivide the 13.35-acre parcel into eight (8) lots, and, a **TREE PERMIT** to remove several native oak trees on the westerly portion of the site located at **1950 BLUE OAKS BL.**

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 **DESIGN REVIEW PERMIT**, **TENTATIVE SUBDIVISION MAP**, and **TREE PERMIT** approval becomes null and void.

The expiration date of this request is **MAY 14, 2022**.

EXTENSION OF PERMIT

You may request that a permit be extended for a period up to a maximum of one (1) year. 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 May 14, 2020. 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 DESIGN REVIEW PERMIT

1. This design review permit approval shall be effectuated within a period of two (2) years from **May 14, 2020** and if not effectuated shall expire on **May 14, 2022**. Prior to said expiration date, the applicant may apply for an extension of time, provided this approval does not extend the expiration beyond **May 14, 2023**. (Planning)
2. The project is approved as shown in Exhibits B—K, and as conditioned or modified below. (Planning)
3. The project shall comply with all required environmental mitigation identified in the Plaza at Blue Oaks Mitigated Negative Declaration. (Planning)
4. The applicant shall submit and gain approval of a Design Review Permit for Pad 3 prior to building permit issuance. (Planning)
5. The applicant shall submit and gain approval of a Design Review Permit for the future development of Phase 2 (Lot 2). (Planning)
6. The project shall be addressed as 1950 Blue Oaks Blvd. The lots and the buildings thereon shall be addressed as follows: Lot 1 (along with Major 1) shall be addressed as 1970 Blue Oaks Blvd, Lot 2 shall be addressed as 2081 Oak Meadow Dr, Lot 3 (along with the building on PAD 3) shall be addressed as 1930 Blue Oaks Blvd, Lot 4 (along with Shops 2) shall be addressed 1960 Blue Oaks Blvd, Lot 5 (along with the building on PAD 2) shall be addressed 1940 Blue Oaks Blvd, Lot 6 (along with the building on PAD 1) shall be addressed 1980 Blue Oaks Blvd, Lot 7 (along with the building on PAD 6) shall be addressed 2000 Blue Oaks Blvd and the building on PAD 5 shall be addressed

2010 Blue Oaks Blvd, Lot 8 (along with Shops 1) shall be addressed 1990 Blue Oaks Blvd and the building on PAD 4 shall be addressed 2020 Blue Oaks Blvd. All projects with multi-tenants or buildings must submit a site plan with building footprint(s) and suite numbers to the Development Services Department (Business Services – Addressing) for review and approval. The City Addressing Guidelines should be used for reference when assigning suite numbers. (Business Services)

7. 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)
8. 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)
9. 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 are approved and grading and/or encroachment permits are issued by the Department of Development Service Engineering Division (Engineering)
10. 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. (Engineering)

PRIOR TO ISSUANCE OF BUILDING PERMITS:

11. Parking stalls shall meet, or exceed, the following minimum standards:
 - a. All parking stalls shall be double-striped. Parking stalls adjacent to sidewalks, landscaped areas or light fixtures, and all Accessible stalls shall abut a 6" raised curb or concrete bumper. (Planning)
 - b. Standard -- 9 feet x 18 feet; Compact--9 feet x 16 feet; Accessible--14 feet x 18 feet (a 9 foot wide parking area plus a 5 foot wide loading area) and a minimum of one (1) parking space shall be Accessible van accessible--17 feet x 18 feet (9 foot wide parking area plus an 8 foot wide loading area). (Planning)
 - c. An 'exterior routes of travel' site accessibility plan incorporating slope, cross-slope, width, pedestrian ramps, curb ramps, handrails, signage, detectable warnings or speed limit signs or equivalent means shall comprise part of the site improvement plans submitted to City for review, prior to building plan check approvals. This site accessibility plan shall also include:

- i) Accessible parking stalls shall be dispersed and located closest to accessible entrances. The total number of accessible parking spaces shall be established by Table 11B-208.2 of the CBC.
 - ii) Accessible Parking spaces and crosswalks shall be signed, marked and maintained as required by Chapter 11B of the CBC.
 - iii) Accessible parking and exterior route of travel shall comply with CBC, Sections 11B-206 and 11B-208. (Building)
- 12. Signs and/or striping shall be provided on-site as required by the Planning Department to control on-site traffic movements. Parking lot striping and signage shall be maintained in a visible and legible manner. (Planning)
- 13. The plans submitted to the Building Department for permits shall indicate all approved revisions/alterations as approved by the Commission including all conditions of approval. (Planning)
- 14. The project Landscape Plans shall comply with the following:
 - a. The Landscape Plan shall indicate the location of, and be designed to avoid conflicts with, all pole-mounted light fixtures and utility equipment including (but not limited to) electric transformers, switchgear, and overhead lines, backflow preventors, fire department connections, and public water, sewer, and storm drain facilities. (Planning, Fire, EUD, Electric, Public Works)
 - b. The tree plantings in the parking lot shall be designed to provide a minimum of 50% shade coverage after 15 years. (Planning)
 - c. At a minimum, landscaped areas not covered with live material shall be covered with a rock, 3" bark (no shredded bark) or 3" mulch covering. (Planning)
 - d. The landscape plan shall comply with the Landscape Guidelines for West Roseville Specific Plan and the City of Roseville Water Efficient Landscape Ordinance. (Planning)
 - e. All landscaping in areas containing electrical service equipment shall conform with the Electric Department's Landscape Requirements and Work Clearances as outlined in Section 10.00 of the Departments "Specification for Commercial Construction." (Electric)
- 15. Any roof-mounted equipment and satellite dishes proposed shall be shown on the building plans. The equipment shall be fully screened from public streets and the surrounding properties. (Planning)
- 16. At the time of building permit application and plan submittal, the project applicant shall submit a proposed plan which shows the suite addressing plan for individual tenant spaces within the building. The Chief Building Official, or the designate, shall approve said plan prior to building permit approval. (Building)

17. A separate Architectural Site Accessibility Plan which details the project's site accessibility information as required by California Title 24, Part 2 shall be submitted as part of the project Building Permit Plans. (Building)
18. For Multiple Building Complexes: As part of the required Architectural Site Accessibility Plan, the developer shall delineate the extent of the site accessibility improvements being installed as part of the initial improvements for the project, and those that are planned to be developed as part of subsequent phases (i.e. around future pad buildings). (Building)
19. Building permit plans shall comply with all applicable code requirements (California Building Code – CBC – based on the International Building Code, California Green Building Standards Code-CGBSC, California Mechanical Code – CMC – based on the Uniform Mechanical Code, California Plumbing Code – CPC – based on the Uniform Plumbing Code, California Fire Code – CFC – based on the International Fire Code – with City of Roseville Amendments – RFC, California Electrical Code – CEC – based on the National Electrical Code, and California Energy Standards – CEC T-24 Part 6), California Title 24 and the American with Disabilities Act - ADA requirements, and all State and Federally mandated requirements in effect at the time of submittal for building permits (contact the Building Division for applicable Code editions). (Building)
20. Parapet/cornice construction shall support the weight of a ladder leaning against the parapet as well as a 330-pound vertical load applied to the **leading edge** of the horizontal projection of the cornice (a 250-pound firefighter carrying 80 pounds of equipment stepping off of a ladder onto the top of the cornice). (CFC Chapter 1) (Building)
21. For restaurants, or other food services, contact the Placer County Health Department. (Building)
22. For restaurants, or other food services. The developer shall obtain all required approvals and permits from the Placer County Health Department and the City of Roseville Industrial Waste Division. (Building, Environmental Utilities)
23. Maintenance of copy of building plans: Health and Safety Code section 19850 requires the building department of every city or county to maintain an official copy of the building plans for the life of the building. As such, each individual building shall be submitted as a separate submittal package. Building plan review, permit issuance and archiving is based on each individual building address. (Building)
24. 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)
25. 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)

26. Blue Oaks Boulevard shall be improved with two A-7 driveways. The western driveway shall be a minimum of 30-foot in width and the eastern driveway shall be a minimum of 35-foot in width. Both driveways shall be restricted to right turn ingress and egress only. An Auxiliary lane with a 90-foot entry taper shall be constructed along the frontage to provide right turn access to the driveway and will terminate into the existing right turn lane at Fiddymment Road. All frontage pedestrian paths shall be a minimum of 8-foot in width. (Engineering)
27. Fiddymment Road shall be improved with a 35-foot wide A-7 driveway. This driveway shall be restricted to right turn ingress and egress only. All frontage pedestrian paths shall be a minimum of 8-foot in width. (Engineering)
28. Harvey Way shall be improved with two A-7 driveways. The western driveway shall be a minimum of 35-foot in width and restricted to right turn ingress and egress access only. The eastern driveway shall be a minimum of 30-foot in width. All frontage pedestrian paths shall be a minimum of 4-foot in width. (Engineering)
29. Oak Meadow Drive shall be improved with two 35-foot wide A-7 driveways. All frontage pedestrian paths shall be a minimum of 4-foot in width. (Engineering)
30. The Developer shall provide striping and signage to prevent the blockage at the first onsite intersections located off of Fiddymment Road driveway and the western driveway on Harvey Way. (Engineering)
31. The Developer shall enter into a construction fee agreement based upon a construction cost of \$10,000 per shelter for future construction of the Bus Shelter on the NE corner of Fiddymment Road and Blue Oak Blvd. (shelter number 176) (Engineering, Alternative Transportation)
32. The project shall include a 20-space park-and-ride per the Specific Plan requirements and in proximity to the transit shelter on Fiddymment Road. The park-and-ride lot shall include accessible parking as required by the building code, a path of travel from the accessible parking to the transit shelter on Fiddymment Road, signs identifying the park-and-ride spaces and their availability to the public. The park-and-ride area shall include appropriate lighting and security measures. The landowner shall be responsible for maintenance of the park-and-ride lot and all its appurtenances. (Engineering, Alternative Transportation)
33. Bike parking and clean air vehicle spaces shall be provided per the California Green Building Standards. Bike rack/locker design and location shall be approved by Alternative Transportation. Parking stall markings are to be marked as “Carpool/Clean Air/EV” instead of using the words “Vanpool”. The “clean air” spaces should be distributed throughout the site, including near the major buildings. The building permit plans shall show internal bike parking. (Alternative Transportation, Building)

34. The applicant/developer shall prepare a Transportation Systems Management (TSM) plan for *The Plaza at Blue Oaks* to be reviewed and approved by the Transportation Commission (Alternative Transportation)
35. The applicant shall dedicate all necessary rights-of-way or Public Utility Easement for the widening of any streets or transfer of public utilities across and over any portion of the property as required with this entitlement. A separate document shall be drafted for approval and acceptance by the City of Roseville, and recorded at the County Records Office. (Engineering)
36. 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. The storm drain system and proposed BMP's shall be privately owned and maintained by the property owner. Prior to the issuance of any permits, the owner shall provide a plan for the maintenance of the proposed BMP's. (Engineering)
37. 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)
38. 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)
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 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)
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. The applicant shall remove and reconstruct any existing damaged curb, gutter, and sidewalk along the property frontage. During plan check of the improvement plans and/or during inspection, Public Works will designate the exact areas to be reconstructed. Any existing public facilities damaged during the course of construction shall be repaired by the property owner and at the property owner's expense, to the satisfaction of the City. (Engineering)

42. 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)
43. Prior to the issuance of building permits, the property owner shall pay into the following fee programs: Citywide Drainage Fee, Citywide Traffic Mitigation Fee (TMF), Highway 65 Joint Partners Association (JPA), South Placer Regional Transportation Authority (SPRTA), and City/County Fee. (Engineering)
44. Upon issuance of each building permit, the property owner shall pay the WRSP Transit Shuttle Service Fee per Development Agreement Section 3.15.14. (Alternative Transportation)
45. The applicant/developer shall prepare a Transportation Systems Management (TSM) Plan for the Plaza at Blue Oaks to be reviewed and approved by the Transportation Commission. (Public Works)
46. 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)
47. The applicant shall pay all applicable water and sewer fees. (Environmental Utilities)
48. Water and sewer infrastructure shall be designed pursuant to the adopted City of Roseville Improvement Standards and the City of Roseville Construction Standards and shall include:
 - a. 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.
 - b. Water, sewer and recycled mains shall not exceed a depth of 12' below finished grade, unless authorized in these conditions of approval.
 - c. All sewer manholes shall have all-weather 10-ton vehicle access unless authorized by these conditions of approval. (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. Trash enclosures, recycling areas, and enclosure approaches shall be designed to current Refuse Division specifications, the materials and colors shall match the building, and the location of such

facilities shall be reviewed and approved by the Refuse Division, Planning and the Fire Department. The enclosure must have inside dimensions of 12 feet wide and 9 feet deep and be built to the specifications of the Solid Waste Department's Enclosure Description. (Refuse, Planning, Fire)

51. Access to trash enclosures shall have an inside turning radius of 25 feet and an outside turning radius of 45 feet must be maintained to allow the refuse truck access to and from the enclosure. Enclosures must have a clear approach of 65 feet in front of the enclosure to allow servicing bins. (Refuse)
52. A trash enclosure and recycling enclosure is required for each building and each tenant, otherwise, the building owner is responsible for the trash service. (Refuse)
53. The design and installation of all fire protection equipment shall conform to the California Fire Code and the amendments adopted by the City of Roseville, along with all standards and policies implemented by the Roseville Fire Department. (Fire)
54. The applicable codes and standards adopted by the City shall be enforced at the time construction plans have been submitted to the City for permitting (Fire)
55. The fire flow required, at a 50% reduction due to the buildings being sprinklered, will be based on the largest single structure in accordance with the California Fire Code at the time detail plans are submitted to the City of Roseville for review. The maximum fire flow will not exceed 4,000 gpm based on the Appendix III-AA of the California Fire Code. (Fire)
56. The fire department access road shall meet the City's requirements for width and turning radii of 30 and 50 as noted on the fire department standards for access. This shall be enforced at the time plan are submitted for review, Additional information can be found on the City's web site www.roseville.ca.us or contact Jason Rizzi, Fire Division Chief, at 916-774-5802 or jrizzi@roseville.ca.us with the Fire and Life Safety Division for information. (Fire)
57. If high-pile storage is involved as part of the construction of this occupancy, a separate fire permit shall be obtain from the fire department in accordance with the California Fire Code. Plans shall be submitted for approval prior to installation. (Fire)
58. Automatic fire extinguishing system risers, fire alarm system panels and digital alarm communicator system panels shall be located within an approved fire control room and shall be accessible from an adjacent fire apparatus roadway. There shall be only one fire control room per building. Said fire control room shall be a minimum size of thirty-five (35) square feet in size and shall be openable from the exterior via an approved door opening. (Fire)
59. All fire apparatuses, such as fire department connections and post indicating valves, serving identified building shall be designed and installed adjacent to each structure for first responder's operational purposes. (Fire)

60. If the existing water supply is unable to support the automatic fire sprinkler system, a listed fire pump would be your only option. If this is the case, you required fire pump room will have to be enlarged to accommodate all the required apparatuses needed to operate such a system. (Fire)
61. The phasing of this project shall not limit the fire department requirements for access and circulation throughout the project as a result of continuous construction in accordance with the California Fire Code, 2016 with the City of Roseville's Amendments. A separate phasing plan (and permit issued by the Building Department) shall be reviewed and approved by this department. (Fire)
62. This building shall be designed with fire department access doors every 100 lineal feet in accordance with Chapter 32 of the California Fire Code. (Fire)
63. This project shall not reduce the responsibilities of the owner(s) or future owners of these parcels from maintaining all on-site fire systems including all underground water lines if applicable. Private underground fire lines that serve multiple buildings and/or parcels shall be part of the reciprocal easement agreement. There shall be a clear language regarding maintenance and common easements agreement for service in the CCRs. A service company shall be obtained to maintain all on-site fire protection systems as noted in the conditions of approval. (Fire)
64. If added cornice construction is involved, the design shall support the weight of a ladder leaning against the assembly as well as a 330-pound vertical load applied to the **leading edge** of the horizontal projection of the cornice (a 250-pound firefighter carrying 80 pounds of equipment stepping off of a ladder onto the top of the cornice). (Fire)
65. Use, increase of hazardous materials or storage, liquids, gases and/or chemicals shall meet the requirements of the Chapter 6.95 of the Health and Safety Code, the Roseville Fire Department and the National Fire Codes. Submit a complete plan set and the Hazardous Materials Business Plan, including names and amount of any hazardous materials that will be stored or used, to the Fire and Life Safety Division for review and approval. A permit application shall also be provided at the time of submittal. Contact Steve Anderson of our Hazardous Materials Division within the Fire Department at (916) 774-5821 to initiate the process. Satisfaction of storage and use shall be determined prior to requesting occupancy. (Fire)
66. Adequate radio coverage shall be provided within all buildings for public safety agencies, as required by Roseville Municipal Code and the California Fire Code. A field test shall be provided by a person in possession of a current FCC License, or a current technician certification issued by the Associated Public-Safety Communications Officials International (APCO), or the National Association of Business and Educational Radio (NABER). The building owner shall retain all test records on the inspected premises and a copy shall be submitted to the Fire Department officials in accordance with Section 510 of the California Fire Code.
67. Adequate radio coverage shall include all of the following:
 - a. A minimum signal strength of 95 dBm available in 90% of the area of each floor of the building when transmitted from the closest City of Roseville Radio Communication site.

- b. A minimum signal strength of 95 dBm received at the closest City of Roseville Communication site when transmitted from 90% of the area of each floor of the building.
 - c. The frequency range that must be supported shall be 821-824 MHz and 866-869 MHz.
 - d. A 100 % reliability factor. (Fire, Police)
68. The Electric Department requires the submittal of the following information in order to complete the final electric design for the project:
- a. one (1) set of improvement plans
 - b. load calculations
 - c. electrical panel one-line drawings (Electric)
69. All on-site external lighting shall be installed and directed to have no off-site glare. Lighting within the parking areas and pedestrian walkways shall provide a maintained minimum of one (1) foot candle, and 0.5 foot candle of light, respectively. All exterior light fixtures shall be vandal resistant. (Planning & Police)
70. The parking lot shall have properly posted signs that state the use of the parking area is for the exclusive use of employees and customers of this project. (See California Vehicle Code Sections 22507.8, 22511.5, 22511.8, 22658(a), and the City of Roseville Municipal Code Section 11.20.110). The location of the signs shall be shown on the approved site plan. (Planning & Police)
71. It is the developer's responsibility to notify PG&E of any work required on PG&E facilities. (PG&E)

DURING CONSTRUCTION & PRIOR TO ISSUANCE OF OCCUPANCY PERMITS:

72. Any backflow preventors visible from the street shall be painted green to blend in with the surrounding landscaping. The backflow preventors 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 preventor to the landscaping.
 - b. For maintenance purposes, the landscaping shall only be installed on 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 preventor shall be covered with a green cover that will provide insulation. (Planning, Environmental Utilities)
73. The following easements shall be provided by separate instrument and shown on the site plan, unless otherwise provided for in these conditions:

- a. Water, sewer, and reclaimed water easements. (Engineering, Environmental Utilities)
 - b. Additional internal easements will be required to cover primary electrical facilities to the project when the final electrical design is completed. (Electric)
 - c. If not already provided with the subdivision map, the applicant shall dedicate a separate easement to the City of Roseville for the bus stop located on NE corner of Fiddymment Road at Blue Oaks Blvd. (shelter #176). The easement documents shall be drafted for approval and acceptance by the City of Roseville and recorded at the County Records' office. (Alternative Transportation, Engineering)
74. Easement widths shall comply with the City's Improvement Standards and Construction Standards. 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. All existing public utility, electric, water, sewer and reclaimed water easements shall be maintained unless otherwise authorized by these conditions of approval. (Public Works, Environmental Utilities, Electric)
75. Inspection of the potable water supply system on new commercial projects shall be as follows:
- a. The Environmental Utilities Inspector will inspect all potable water supply up to the downstream side of the backflow preventor.
 - b. The property owner/applicant shall be responsible for that portion of the water supply system from the backflow preventor to the building. The builder/contractor shall engage a qualified inspector to approve the installation of this portion of the water supply. The Building Division will require from the builder/ contractor, a written document certifying that this portion of the potable water supply has been installed per improvement plans and in accordance with the Uniform Plumbing Code. This certificate of compliance shall be submitted to the Building Division before a temporary occupancy or a building final is approved.
 - c. The building inspectors will exclusively inspect all potable water supply systems for the building from the shutoff valve at the building and downstream within the building. (Building, Environmental Utilities)
76. All improvements being constructed in accordance with the approved grading and improvement plans shall be accepted as complete by the City. (Engineering)
77. 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)
78. The applicant/developer shall prepare a Transportation Systems Management (TSM) agreement for The Plaza at Blue Oaks to be reviewed and approved by the City Manager (Alternative Transportation).
79. Water, sewer and reclaimed water shall be constructed pursuant to the adopted City of Roseville Improvement Standards and the City of Roseville Construction Standards. (Environmental Utilities)

80. All water backflow devices shall be tested and approved by the Environmental Utilities Department. (Environmental Utilities)
81. **Restaurants or other Food Service Establishment (FSE).** The applicant shall design for installation and/or install an exterior grease interceptor if the proposed business could potentially discharge substances containing fats, oils and grease (FOG) into the sewer system. The grease interceptor shall be adequate to separate and remove FOG contained in the wastewater from FSE's prior to discharge to the public sewer. (Environmental Utilities)
82. In the event an exterior grease interceptor cannot be installed due to space limitation, the developer shall install a grease trap, per City Standards, that will mechanically separate the FOG contained in the wastewater from the FSE prior to discharge to the public sewer. (Environmental Utilities)
83. Pursuant to the Municipal Code, the applicant shall apply for and obtain a FOG waste discharge permit (FOG WDP) from the Environmental Utilities Industrial Waste Division prior to occupancy or prior to discharging waste to the public sewer. The applicant shall submit information required by the Environmental Utilities Department for evaluation, including but not limited to: site plans, floor plans, mechanical and plumbing plans, and details to show all sewers, FOG control device, grease interceptor or other pretreatment equipment and appurtenances by size, location and elevation. Additional information related to the applicant's business operations and potential discharge may be requested to properly evaluate the FOG WDP application. (Environmental Utilities)
84. All Electric Department facilities, including streetlights where applicable, shall be designed and built to the "City of Roseville Specifications for Commercial Construction." (Electric)
85. The City of Roseville Electric Department has electrical construction charges which are to be paid by the developer and which are explained in the City of Roseville "Specification for Commercial Construction." These charges will be determined upon completion of the final electrical design. (Electric)
86. Any relocation, rearrangement, or change of existing electric facilities due to this development shall be at the developer's expense. (Electric)
87. 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)
88. All electric metering shall be directly outside accessible. This can be accomplished in any of the following ways:
 - a. Locate the metered service panel on the outside of the building.
 - b. Locate the metered service panel in a service room with a door that opens directly to the outside. The developer will be required to provide a key to the door for placement in a lock box to be

installed on the outside of the door. Any doors leading from the service room to other areas of the building shall be secured to prohibit unauthorized entry. (Electric)

89. One 3/4" conduit with a 2-pair phone line shall be installed from the buildings telephone service panel to the meter section of the customer's electrical switchgear or panel. (Electric)
90. It is the responsibility of the developer to insure that all existing electric facilities remain free and clear of any obstruction during construction and when the project is complete. (Electric)

OTHER CONDITIONS OF APPROVAL:

90. Signs shown on the elevations are not approved as part of the Design Review Permit. A Sign Permit is required for all project signs. (Planning)
91. Following the installation of the landscaping, all landscape material shall be maintained in a healthy and weed free condition; dead plant material shall be replaced immediately. All trees shall be maintained and pruned in accordance with the accepted practices of the International Society of Arboriculture (ISA). (Planning)
92. The City reserves the right to restrict vehicle turning movements within the public right-of-way in the future if deemed necessary by the City Engineer. (Engineering)
93. The required width of fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles. Minimum required widths and vertical clearances established by the Fire Code shall be maintained at all times during construction. Closure of accesses for fire apparatus by gates, barricades and other devices shall be prohibited unless approved by the Fire Chief. (Fire)
94. Temporary aboveground storage tanks may be used at construction sites for diesel fuel only and shall not exceed 1,000 gallon capacity. Tanks shall comply with all provisions found within the Fire Code. A Fire Department Permit shall be obtained prior to tank installation. The permit shall expire after 90 days from the date of issuance, unless extended by the Fire Chief. (Fire)
95. 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 or person responsible for the building permit must 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. (Fire)
96. The location and design of the gas service shall be determined by PG&E. The design of the 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)
97. All commercial air conditioning units 5 tons or less (<65,000 btu/ h) shall meet the current Consortium for Energy Efficiency ("CEE") Tier I specifications. The SEER/EER ratings will be specified on building plans and Title 24 compliance certificates at the time building permits are requested. 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 any building permit for any commercial building in the Plan Area. Any variances, with the exception of Tier 2 compliance, must be approved by the Electric Department's Retail Energy Services Department. (Electric)

98. 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. (Building)
99. The developer (or designated consultant) shall certify that the building foundation location has been placed according to all approved setback requirements shown on the approved site plan. The developer shall prepare a written statement confirming building placement and provide an original copy to the City Building Division Field Inspector at the time of or prior to the foundation inspection. (Building)
100. Prior to Certificate of Occupancy, the applicant may apply for a Temporary Certificate of Occupancy (TCO) of the building. If a TCO is desired, the applicant must submit a written request to the Building Division a minimum of thirty (30) days prior to the expected temporary occupancy date and shall include a schedule for occupancy and a description of the purpose for the Temporary Certificate of Occupancy. (Building)
101. Concurrent with submittal for plan check and prior to a request for final building inspection, the applicant may request City approval of an occupancy phasing plan to allow individual or multiple building occupancies. This request shall be made in writing to the Building Department and shall include 10 copies of the following:
 - a) A description of measures that will be undertaken to minimize conflict between residents/building occupants and construction traffic (e.g. fencing, etc.);
 - b) A phasing plan showing the proposed buildings, internal roads and access routes, landscaping, trash enclosure locations, and any other improvements planned for each phase; and
 - c) Estimated time frame for each phase and a specific date for the first phase. (Planning, Building)

CONDITIONS OF APPROVAL FOR THE 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 Improvement Standards 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 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 are approved and grading and/or encroachment permits are issued by the Department of Development Service 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. 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)

PRIOR TO ISSUANCE OF A GRADING PERMIT AND/OR IMPROVEMENT PLANS:

5. Grading around the native oak trees shall be as shown on the tentative map or as approved in these conditions. (Planning)
6. The applicant shall submit to the Planning and Engineering Departments 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)
7. 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' 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' 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)
8. 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)
9. All sewer on-site between MHs shall be considered public. (Environmental Utilities)
10. Organic enclosures shall be located perpendicular to the main drive aisle. (Environmental Utilities)

11. Fire hydrants shall be located as required by the Fire Department. The maximum distance between fire hydrants shall not exceed 1000 feet on center. (Fire)
12. Minimum fire flow is 3,000 gallons per minute with 20 lbs. psi residual pressure. A change in any of the conditions may increase the required fire flow. (Fire)
13. 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)
14. 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)
15. All landscaping in areas containing electrical service equipment shall conform with the "Electric Department Landscape Design Requirements" as outlined in Section 10.00 of the Electric Department's "Specifications for Commercial Construction." (Electric)
16. The Electric Department requires the submittal of the following information in order to complete the final electric design for the project:
 - one (1) set of improvement plans
 - load calculations
 - electrical panel one-line drawings
17. 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)
18. 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:

19. 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) Water, sewer, and reclaimed water easements; and,
 - b) The applicant shall dedicate an easement to the City of Roseville for the bus stop located on NE corner of Fiddymment Road at Blue Oaks Blvd. (shelter #176). The easement language/documents shall be drafted for approval and acceptance by the City of Roseville and recorded with the map. (Alternative Transportation, Engineering)

Easement widths shall comply with the City's Improvement Standards and Construction Standards. (Environmental Utilities, Electric, Engineering)

20. All existing easements shall be maintained, unless otherwise provided for in these conditions. (Environmental Utilities, Electric, Engineering)
21. 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)
22. 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 item(s):
 - a) A clause stating that the property owners within this subdivision shall agree to participate in a Transportation Systems Management (TSM) Plan and shall agree to enter into a Transportation Management Agreement with the City of Roseville (Alternative Transportation, Planning).
 - b) 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)
 - c) A clause requiring reciprocal access and parking for all parcels. (Planning)
23. In the event that the Final (Parcel) Map will record prior to the completion of on-site construction, all utility and access easements shall be placed on the face of the Map to the satisfaction of the City Engineer. If all on-site improvements are complete prior to the recordation of the map, then a separate agreement allowing all parcels/lots the rights of reciprocal access, rights to construct, and parking shall be submitted to the City as a part of final/parcel map submittal. Said agreement shall be in a form acceptable to the City Attorney and referenced on the face of the recorded map. (Engineering)
24. 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. (Engineering)
25. 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)
26. The Final/Parcel Map shall be submitted per, "The Digital Submittal of Cadastral Surveys." A plot or print of the submittal shall accompany the electronic copy. The complete submittal shall occur after the Engineering Department approval but prior to City Council approval of the Final/Parcel Map. (Engineering)
27. 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)
28. Additional internal easements will be required to cover primary electrical facilities to the project when the final electrical design is completed. (Electric)

29. All Electric Department facilities, including streetlights where applicable, shall be designed and built to the "City of Roseville Specifications for Commercial Construction." (Electric)
30. The City of Roseville Electric Department has electrical construction charges which are to be paid by the developer and which are explained in the City of Roseville "Specification for Commercial Construction." These charges will be determined upon completion of the final electrical design. (Electric)
31. 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)
32. The applicant shall pay all applicable water and sewer fees. (Environmental Utilities)

OTHER CONDITIONS OF APPROVAL:

33. 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)
34. Any relocation, rearrangement, or change to existing electric facilities due to this development shall be at the developer's expense. (Electric)
35. 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)
36. No grading activities shall be permitted within 10 feet around the power poles. If there are major grade changes around the poles, they will be handled case-by-case during civil improvement plan review. (Electric)
37. Contractors working under and around power lines shall maintain Cal OSHA requirements, which will be discussed at the Pre-Construction meeting. (Electric)
38. 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)
39. The project shall comply with all applicable environmental mitigation measures identified in the Plaza at Blue Oaks Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program. (Planning)

CONDITIONS OF APPROVAL FOR THE TREE PERMIT

PRIOR TO ISSUANCE OF ANY PERMITS OR ANY CONSTRUCTION ON-SITE:

1. All recommendations contained in the Arborist Report (Exhibit J) are incorporated by reference into these conditions, except as modified herein. (Planning)
2. Tree(s) # 1510, 1513, 1514, 1521, 1522, 1523, 1528, 1529, 1530, 1531, 1532, 1533, 1534, 1535, 1536, 1537, 1538, 1539, 1540, 1541, 1542, 1543, 1544, 1545, 1559, 1562, 1563, 1564 (or as listed in Exhibit J and shown on Exhibit K) are approved for removal with this tree permit. All other native oak trees shall remain in place. 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 replacement of the total number of inches proposed for removal. The total number of inches for this project is 721. Mitigation must be provided in the form of payment in the amount of \$39,294 prior to tree removal, and planting of non-native and native trees (as shown in the landscape plan, included as Exhibit I). (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 (or other means of security provided to the satisfaction of the Planning Division) shall be posted to ensure 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, driveways, 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 the oak tree. Where encroachment is permitted pursuant to Condition 4, above, 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 Arboriculture (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 Division and Engineering Division two weeks prior to the start of grading work to schedule the meeting and fencing inspection. (Planning)
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, or 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 FINAL:

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. The approval of this Tree Permit shall run with the Design Review Permit and shall tentatively expire on **May 14, 2022**. The applicant may extend the tree permit for an additional year subject to the extension requirements for a Design Review Permit. (Planning)

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 Street, Roseville, CA 95678 (916) 774-5276

MEMORANDUM

To: Planning Commission**From:** Kinarik Shallow, Associate Planner**Date:** May 13, 2020**Re:** Placer County Air Pollution Control District – Air Quality Permit Regulations

The purpose of this memorandum is to provide additional information regarding Placer County Air Pollution Control District (PCAPCD)'s rules and regulations related to air quality permits. Air quality impacts of the Plaza at Blue Oaks project were evaluated in the Initial Study prepared for the project, which determined that compliance with these rules and regulations would ensure impacts would be less than significant. The PCAPCD permit process ensures that the required local, state, and federal standards are adhered to as it relates to air quality impacts, and that no permit is provided if PCAPCD significance thresholds are exceeded. The applicable PCAPCD permit requirements, rules and regulations are included as Attachments 1-3, below.

Attachments

1. PCAPCD Air Quality Permitting
2. Rule 501 General Permit Requirements
3. PCAPCD Advisory Notice for Gasoline Dispensing Facilities

PCAPCD Air Quality Permitting

State law gives local air pollution control districts “the primary responsibility for control of air pollution from all sources, other than emissions from motor vehicles.” (Health & Safety Code, § 40000.) Pursuant to this authority, the Placer County APCD requires that gas stations obtain a permit known as an “Authority to Construct” prior to building the facility and another annual permit known as a “Permit to Operate” before dispensing gasoline. The APCD’s Rules and Regulations require denial of these permits if the proposed gas station’s air emissions would violate federal, State or local air quality standards. (Placer County APCD, Rules and Regulations, Rule 501, § 303, and Rule 502, § 408.) In addition to controlling the emission of various “criteria pollutants,” the APCD’s permits will address any potential emission of Toxic Air Contaminants from gas stations, including benzene. The APCD will review the proposed “annual throughput” for the gas station and will place any necessary restrictions on the operation to ensure that the facility’s emissions of TACs do not exceed the APCD’s established “health risk” threshold of 10 in 1 million. (See PCAPCD Advisory Notice for Gasoline Dispensing Facilities) Notably, this “10 in 1 million” threshold is identical to the APCD’s CEQA threshold of significance for TACs. Accordingly, it can be said with certainty that a gas station which must obtain an Authority to Construct and Permit to Operate from APCD will not result in any significant TAC emission impacts.

RULE 501 GENERAL PERMIT REQUIREMENTS

Adopted 12-08-70

(Amended 05-09-72, 11-12-74, 05-24-77, 06-19-79, 09-21-93, 11-03-94, 12-09-04, 8-12-10)

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100 GENERAL

101 PURPOSE: To provide an orderly procedure for the review of new sources of air pollution and modification and operation of existing sources through the issuance of permits. Procedures for issuing, modifying, or renewing Title V Permits to Operate for stationary sources that are subject to Rule 507, FEDERAL OPERATING PERMIT PROGRAM, shall also be consistent with the procedures specified in that rule.

102 EXEMPTION RECORDKEEPING: Records must be maintained to substantiate the following exemptions. Records must be maintained on site and made available to the District upon request.

110 EXEMPTION, GENERAL: An Authority to Construct and Permit to Operate shall not be required for the equipment listed in Sections 111 to 122, unless an emissions unit is:

110.1 Subject to New Source Performance Standards, except engines less than 50 horsepower subject to NSPS JJJJ, Standards of Performance for Stationary Spark Ignition ICE; or

110.2 Subject to National Emission Standards for Hazardous Air Pollutants; or

110.3 Subject to the requirements of Rule 507, FEDERAL OPERATING PERMIT PROGRAM; or

110.4 Emits, in levels deemed appropriate for review by the Air Pollution Control Officer, substances identified as a toxic air contaminant or which are under review pursuant to Health and Safety Code Section 39650 et seq.; or

110.5 The Air Pollution Control Officer makes a determination that the emission unit may not operate in compliance with the District Rules and Regulations; or

110.6 An emissions unit or stationary source for which emission reduction credits have been requested or granted in accordance with Rule 504, EMISSION REDUCTION CREDITS.

110.7 An otherwise exempt piece of equipment that is part of a process that requires a permit.

111 EXEMPTION, MOBILE SOURCES:

111.1 Engines used to propel mobile equipment or a motor vehicle of any kind, but not including any article, machine, equipment or other contrivance mounted on such a vehicle that would otherwise require a permit under the provisions of these rules and regulations.

111.2 Locomotives, airplanes and watercraft used to transport passengers or freight. This exemption shall not apply to equipment used for dredging of waterways or equipment used in pile driving adjacent to or in waterways.

112 EXEMPTION, COMBUSTION AND HEAT TRANSFER EQUIPMENT:

112.1 Internal combustion engines with a manufacturer's maximum continuous rating of 50 brake horsepower or less or gas turbine engines with a maximum heat input rate of 3,000,000 British Thermal Units (Btu) per hour or less at ISO standard day conditions (288 degrees Kelvin, 60 percent relative humidity, and 101.3

kilopascals pressure). The ratings of all engines or turbines used in the same process will be accumulated to determine whether this exemption applies.

112.2 Any combustion equipment that has a maximum heat input of less than 1,000,000 Btu per hour (gross) and is equipped to be fired exclusively with natural gas, liquefied petroleum gas or any combination thereof. The ratings of all combustion equipment used in the same process will be accumulated to determine whether this exemption applies.

113 EXEMPTION, RESIDENTIAL STRUCTURES: Equipment utilized exclusively in connection with any structure, when the structure is designed for and used exclusively as a dwelling for not more than four families.

114 EXEMPTION, AGRICULTURAL OPERATIONS: Equipment used exclusively in the growing of agricultural crops, or in the commercial raising of fowl or other animals. This exemption does not apply to an agricultural source, as defined in this Rule, that is:

114.1 A Major Stationary Source or Major Modification, as defined in Rule 502, NEW SOURCE REVIEW, or

114.2 A stationary source that emits in any 12-month period air contaminant emissions equal to or more than the following quantities of emissions:

- a. 50 percent of the major source thresholds for regulated air pollutants (excluding HAPs);
- b. 5 tons per year of a single HAP;
- c. 12.5 tons per year of any combination of HAPs; and
- d. 50 percent of any lesser threshold for a single HAP as the U.S. EPA may establish by rule.

115 EXEMPTION, COOLING SYSTEMS AND VACUUM CLEANING: Refrigeration, air conditioning, ventilating, or vacuum cleaning systems not designed to remove air contaminants generated by equipment which would require a permit under these rules and regulations.

116 EXEMPTION, COOLING TOWERS: Water cooling towers that have a circulation rate of less than 10,000 gallons per minute and which are not used for the cooling of process water, water from barometric jets, or water from barometric condensers.

117 EXEMPTION, STORAGE AND TRANSFER: Tanks, reservoirs, vessels or other containers and their associated dispensing, pumping and compression systems used exclusively for the storage of:

117.1 Liquefied or compressed gases.

117.2 Unheated organic materials with an initial boiling point of 150 degrees Celsius (302 degrees Fahrenheit) or greater, as determined by the testing procedure specified in Section 501.2, or with an organic vapor pressure of 5 mm Hg (0.1 psia) or less at 20°C, as determined by the testing procedure specified in Section 501.3.

117.3 Organic liquids with a vapor pressure of 77.5 mm Hg (1.5 psia) or less at 20°C, as determined by the testing procedure specified in Section 501.3, stored in containers having a capacity of 23,000 liters (6076 gallons or less). Equipment used exclusively for the transfer of organic liquids with a vapor pressure of 77.5 mm Hg (1.5 psia) at 20°C to or from storage.

117.4 Unheated solvent dispensing containers of 380 liters (100 gallons) capacity or less.

118 EXEMPTION, SURFACE COATING AND PREPARATION:

118.1 Water solution containing no more than two percent volatile organic compounds by weight for surface preparation, cleaning, stripping, etching (other than chemical milling) or the electrolytic plating with electrolytic polishing of, or the electrolytic stripping of brass, bronze, cadmium, copper, iron lead, nickel, tin, zinc, and precious metals.

118.2 Surface coating operations using a combined total of one gallon per day or less of coating material and solvent.

118.3 Unheated non-conveyorized solvent rinsing containers or unheated non-conveyorized coating dip tanks of 380 liters (100 gallons) capacity or less with an open surface area of one square meter (11 square feet) or less providing no more than 25 gallons of solvent are evaporated or lost to the atmosphere from all such equipment per calendar year.

119 EXEMPTION, FOOD PROCESSING: The following processing equipment for food or other human consumables and exhaust systems or collectors serving exclusively such equipment:

119.1 Used in eating establishments for the purpose of preparing food for human consumption.

119.2 Smokehouses in which the maximum horizontal inside cross sectional area does not exceed 2 square meters (21.5 square feet).

119.3 Mixers and blenders used in bakeries.

119.4 Confection cookers.

119.5 Used exclusively to grind, blend or package tea, cocoa, spices, or roasted coffee.

120 EXEMPTION, LABORATORY EQUIPMENT: Laboratory equipment used exclusively for chemical or physical analysis and bench scale tests, including associated vacuum-producing equipment.

121 EXEMPTION, REPAIRS AND MAINTENANCE: Repairs or maintenance not involving changes to any equipment for which a permit has been granted under Section 301 of this rule.

122 EXEMPTION, OTHER EQUIPMENT: Unless subject to the requirements of Rule 507, FEDERAL OPERATING PERMIT PROGRAM, other equipment authorized for exemption by the Air Pollution Control Officer and which would emit less than 2 pounds in any 24 hour period of any pollutants without the benefit of air pollution control devices.

200 DEFINITIONS: Unless otherwise defined below, the terms used in this rule are defined in Rule 502, NEW SOURCE REVIEW; Rule 504, EMISSIONS REDUCTION CREDITS; and Rule 102, DEFINITIONS; and apply in hierarchical order.

201 ADMINISTRATIVE PERMIT AMENDMENT: An amendment to a Permit to Operate which:

- 201.1 Corrects a typographical error; or
- 201.2 Identifies a minor administrative change at the stationary source; for example, a change in the name, address, or phone number of any person identified in the permit; or
- 201.3 Requires more frequent monitoring or reporting by a responsible official of the stationary source; or
- 202 AGRICULTURAL SOURCE OF AIR POLLUTION OR AGRICULTURAL SOURCE:** A source of air pollution or a group of sources used in the production of crops, or the raising of fowl or animals located on contiguous property under common ownership or control, including, but not limited to the following criteria:
- 202.1 Is a confined animal facility, including, but not limited to, any structure, building, installation, barn, corral, coop, feed storage area, milking parlor, or system for the collection, storage, treatment, and distribution of liquid and solid manure, if domesticated animals, including, but not limited to, cattle, calves, horses, sheep, goats, swine, rabbits, chickens, turkeys, or ducks are corralled, penned, or otherwise caused to remain in restricted areas for commercial agricultural purposes and feeding is by means other than grazing.
- 202.2 Is an internal combustion engine used in the production of crops or the raising of fowl or animals, including, but not limited to, an engine subject to Section 41750 of the California Health & Safety Code, except an engine that is used to propel implements of husbandry, as that term is defined in Section 36000 of the Vehicle Code, as that section existed on January 1, 2003.
- 203 ANNIVERSARY DATE:** The day and month of issuance of a Permit to Operate and that same day and month of each succeeding year.
- 204 APPLICABLE REQUIREMENTS:** Air quality requirements with which a facility must comply pursuant to the District's regulations, codes of California statutory law, the Federal Clean Air Act as amended in 1990 and implementing regulations, other provisions of the United States Code, and the Code of Federal Regulations.
- 205 AUTHORITY TO CONSTRUCT:** A preconstruction permit authorizing construction prior to the starting of construction and conforming to the requirements of Rule 502, NEW SOURCE REVIEW.
- 206 COMMENCE:** As applied to construction, means that the owner or operator has all of the necessary permits or approvals required under state and federal air quality control laws, District Rules and Regulations, and those air quality control laws and regulations which are part of the California State Implementation Plan, and has:
- 206.1 Begun, or caused to begin, a continuous program of on-site construction of the source, to be completed in a reasonable time; or
- 206.2 Entered into binding agreements or contractual obligations which cannot be canceled or modified without substantial loss to the owner or operator, to undertake a program of actual construction of the source to be completed within a reasonable time.
- 207 CONTIGUOUS PROPERTY:** Two or more parcels of land with a common boundary or separated solely by a public roadway or other public right-of-way.

- 208 EMISSIONS UNIT:** An identifiable operation or piece of process equipment such as an article, machine, or other contrivance which controls, emits, may emit, or results in the emissions of any air pollutant directly or as fugitive emissions.
- 209 REGULATED POLLUTANT:** A pollutant for which an Ambient Air Quality Standard has been established by the EPA or by the California Air Resources Board (ARB), and the precursors to such pollutants.
- 210 RESPONSIBLE OFFICIAL:** An individual with the authority to certify that a source complies with all applicable requirements, including the conditions of permits issued to sources in accordance with Regulation 5, PERMITS. A "responsible official" means one of the following:
- 210.1 For a corporation, a president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation, or a duly authorized representative of such person if the representative is responsible for the overall operation of one or more manufacturing, production, or operating facilities applying for or subject to a permit and either:
 - 210.1.1 The facilities employ more than 250 persons or have gross annual sales or expenditures exceeding \$25 million (in second quarter 1980 dollars); or
 - 210.1.2 The delegation of authority to such representative is approved in advance by the Air Pollution Control Officer;
 - 210.2 For a partnership or sole proprietorship, a general partner or the proprietor, respectively; or
 - 210.3 For a municipality, state, federal, or other public agency, either a principal executive officer or a ranking elected official; or
 - 210.4 For an acid rain unit subject to Title IV (Acid Deposition Control) of the Clean Air Act, the "responsible official" is the designated representative of that unit for any purposes under Title IV and Rule 507, FEDERAL OPERATING PERMIT PROGRAM.
- 211 STARTUP:** means the setting in operation of a stationary source or emission unit for any purpose.
- 212 STATIONARY SOURCE (SOURCE OR FACILITY):** Any building, structure, facility, or emissions unit which emits or may emit any regulated pollutant directly or as fugitive emissions.
- 212.1 Building, structure, facility, or emissions unit includes all pollutant emitting activities which:
 - 212.1.1 Belong to the same industrial grouping; and
 - 212.1.2 Are located on one property or on two or more contiguous properties; and
 - 212.1.3 Are under the same or common ownership, operation, or control or which are owned or operated by entities which are under common control.

212.2 Pollutant emitting activities shall be considered as part of the same industrial grouping if:

212.2.1 They belong to the same two-digit standard industrial classification code under the system described in the 1987 Standard Industrial Classification Manual; or

212.2.2 They are part of a common production process. (Common production process includes industrial processes, manufacturing processes and any connected processes involving a common material.)

212.3 The emissions of cargo carriers associated with the stationary source shall be considered emissions from the stationary source to the extent that emission reductions from these cargo carriers are proposed as offsets.

213 TITLE V PERMITS: A permit issued, denied, renewed, amended, or reopened pursuant to Rule 507, FEDERAL OPERATING PERMIT PROGRAM, and the Federal Clean Air Act as amended in 1990 (42 U.S.C. Section 7401 et seq.), and Part 70 Code of Federal Regulations, "State Operating Permit Programs".

300 STANDARDS

301 AUTHORITY TO CONSTRUCT: Any person building, erecting, placing on site, altering or replacing any article, machine, equipment or other contrivance, the use of which may cause, eliminate, reduce, or control the issuance of air contaminants, shall first obtain authorization for such construction from the Air Pollution Control Officer (APCO) as specified in Section 403 of this rule. The emissions unit(s) shall not commence operation until the Air Pollution Control Officer takes final action to approve the Authority to Construct. After the emissions unit(s) commence operation, the Authority to Construct may remain in effect as a Temporary Permit to Operate until a Permit to Operate the equipment is granted or denied or the application is canceled.

301.1 An Authority to Construct, unless extended, shall expire no later than one year following the construction completion date given by the applicant, or no later than two years following the date of permit issuance, whichever occurs first.

301.2 If a written request to extend the Authority to Construct is received by the Air Pollution Control Officer prior to the expiration of the Authority to Construct, an extension may be granted for up to two years if the Air Pollution Control Officer determines that: (1) commencement of construction has occurred, and a good faith effort to complete the project has been made; and (2) the parameters of the project remain the same as in the initial application.

301.3 The Air Pollution Control Officer shall be notified of the anticipated date of initial startup or operation of any permitted emission unit.

301.4 The Air Pollution Control Officer shall be notified of the actual date of initial startup within five (5) days after such date.

302 PERMIT TO OPERATE: Any person operating an emission unit, shall first obtain a written permit from the Air Pollution Control Officer.

303 STANDARDS FOR GRANTING APPLICATIONS:

303.1 The Air Pollution Control Officer shall deny an Authority to Construct or Permit to Operate, except as provided in Rule 502, NEW SOURCE REVIEW, if the

applicant does not show that every emission unit is so designed, controlled, equipped, and operated with such air pollution control equipment that it may be shown to operate without emitting or without causing to be emitted air contaminants in violation of these rules and regulations or of such state or federal statutes as may be enforceable by the Air Pollution Control Officer on the date the application is deemed complete.

303.2 No Permit to Operate shall be granted, either by the Air Pollution Control Officer or the Hearing Board, for any emission unit which has been constructed or installed without authorization as required by Section 301 of this rule, until:

303.2.1 The information necessary to enable the Air Pollution Control Officer to make the determination required by Section 303 of this rule and Rule 502, NEW SOURCE REVIEW is presented to the Air Pollution Control Officer; and

303.2.2 Such emission unit is altered, if necessary, and made to conform to the standards set forth in Section 303 of this rule, elsewhere in these rules and regulations, and in the California Health and Safety Code.

303.3 In acting upon a Permit to Operate, if the Air Pollution Control Officer finds that the emission unit has not been constructed in accordance with the Authority to Construct, he or she shall deny the Permit to Operate. The Air Pollution Control Officer shall not accept any further application for a Permit to Operate the emission unit so constructed until he or she finds that the emission unit has been reconstructed in accordance with the Authority to Construct.

303.4 The Air Pollution Control Officer shall require enforceable emission limitations as permit conditions in Authorities to Construct and Permits to Operate to assure the permanence of surplus actual emissions reductions applied for use as internal reductions or emission reduction credits in accordance with Rule 502, NEW SOURCE REVIEW and Rule 504, EMISSION REDUCTION CREDITS.

303.5 The Air Pollution Control Officer shall determine that an applicant for an authority to construct or modify a potential source of air contaminants located within 1,000 feet from the outer boundary of a school has complied with the applicable requirements of California Health and Safety Code Section 42301.6, preparation and distribution of a public notice, prior to approving an application for an Authority to Construct permit.

303.6 Approval to construct shall not relieve any owner or operator of the responsibility to comply fully with all applicable requirements, including applicable provisions of the California State Implementation Plan, District Rules and Regulations, or State or Federal law.

303.7 The Air Pollution Control Officer shall require the applicant, as a condition of the Authority to Construct, to comply with the requirements of California Health and Safety Code Part 6, (Section 44300 et seq.), Air Toxics "Hot Spots" Information and Assessment Act.

304 PROVISION OF SAMPLING AND TESTING FACILITIES: In addition to the monitoring and testing required to comply with state or federal laws or regulations, the Air Pollution Control Officer may, upon reasonable written notice or before an Authority to Construct or Permit to Operate is granted, require the applicant or the owner or operator of any emission unit to:

- 304.1 Provide and maintain such facilities as are necessary for sampling and testing purposes in order to secure information that will disclose the nature, extent, quantity or degree of air contaminants discharged into the atmosphere from the equipment in question. In the event of such a requirement, the Air Pollution Control Officer shall notify the applicant in writing of the required size, number and location of sampling holes; the size and location of the sampling platform; the access to the sampling platform; and the utilities for operating the sampling, testing, and air monitoring equipment. Such platform and access shall be constructed in accordance with the applicable General Industry Safety Orders of the State of California.
- 304.2 Provide and maintain sampling and monitoring apparatus to measure emissions of air contaminants.
- 304.2.1 Continuous emission monitoring systems, as a minimum, shall be installed to meet the performance specifications required, by Section 502 of this rule.
- 304.2.2 A violation of emission standards of these rules, as shown by the continuous emission monitoring system, shall be reported by the owner or operator to the Air Pollution Control Officer within 96 hours, or such earlier time as may be required by Rule 404, UPSET CONDITIONS, BREAKDOWN AND SCHEDULED MAINTENANCE.
- 304.2.3 In the event of a breakdown of monitoring equipment, the owner or operator shall notify the Air Pollution Control Officer within 48 hours and shall initiate repairs. The owner or operator shall inform the Air Pollution Control Officer of the intent to shutdown any monitoring equipment at least 24 hours prior to the event.
- 304.2.4 Compliance with the subsections above, does not exempt the owner or operator from applicable provisions of Rule 404, UPSET CONDITIONS, BREAKDOWN AND SCHEDULED MAINTENANCE, the emergency provisions of Rule 507, FEDERAL OPERATING PERMIT PROGRAM, pursuant to 40 CFR 70.6(g), or the separate reporting requirements of other federal regulations to which the stationary source or emissions unit is subject.
- 304.3 If the Air Pollution Control Officer determines that technological or economic limitations on the application of measurement methodology to a particular class of sources would make the imposition of a numerical emission standard infeasible, the Air Pollution Control Officer may instead prescribe a design, operational, or equipment standard. In such cases, the Air Pollution Control Officer may require the installation or modification of process monitoring devices such that the design characteristics or equipment will be properly maintained, or that the operational conditions will be properly performed, so as to continuously achieve the assumed degree of control. To the extent applicable, reporting requirements for process monitors shall be the same as for continuous emission monitoring systems.
- 304.4 A person operating or using a continuous emission monitoring system shall, upon written notice from the Air Pollution Control Officer, provide a summary of the data obtained from such systems. This summary of the data shall be in the form and manner prescribed by the Air Pollution Control Officer. The summary of data shall be available for public inspection at the office of the Air Pollution Control District. Records from the monitoring equipment shall be kept by the owner or

operator for a period of five (5) years, during which time they shall be available to the Air Pollution Control Officer in such form as he or she directs.

305 TRANSFER: An Authority to Construct or Permit to Operate shall only be transferable, whether by operation of law or otherwise, either from one location to another, from one piece of equipment to another, or from one person to another by means of an application for authorization in accordance with Section 403 of this rule.

306 PERMIT RENEWAL: Every Permit to Operate, except as specified below, shall be renewable annually on the permit's anniversary date, commencing one (1) year after the date of issuance.

306.1 Action to suspend or revoke the permit has been initiated and such action has resulted in a final determination to suspend or revoke the permit by the Air Pollution Control Officer or the Hearing Board and all appeals, or time for appeals, has been exhausted.

306.2 Fees applicable to the renewal of the permit(s) to operate have not been paid, as specified in Regulation 6, FEES.

306.3 The Air Pollution Control Officer shall review every Permit to Operate upon annual renewal, pursuant to Health and Safety Code Section 42301(e), to determine that permit conditions are adequate to ensure compliance with, and the enforceability of, District Rules and Regulations and state and federal laws and regulations applicable to the emission unit for which the permit was issued. Applicable District Rules and Regulations shall include those which were in effect at the time the permit was issued or modified, or which have subsequently been adopted and made retroactively applicable to an existing emission unit by the District Board of Directors. The Air Pollution Control Officer shall revise the conditions, if such conditions are not consistent, in accordance with these rules, regulations, and laws.

306.4 The Air Pollution Control Officer may establish an annual permit renewal date for all Permits to Operate held by a stationary source. Thereafter, Permits to Operate shall be renewable that same day and month of each succeeding year, subject to any other requirements of these Rules and Regulations and of state law, regarding validity, voiding or revocation of permits.

307 PERFORMANCE TESTING: Within sixty (60) days after achieving the maximum production rate or the maximum rate of emissions to which the source is limited by enforceable conditions, but not later than one hundred eighty (180) days after initial startup of such source, or as otherwise required by the Air Pollution Control Officer to determine continuous compliance with emission limitations or to confirm emission reductions claimed, the owner or operator of such source shall conduct performance test(s) in accordance with methods and under operating conditions as are approved by the Air Pollution Control Officer and furnish the Air Pollution Control Officer a written report of the results of such performance test(s) within 60 days of completion of such tests..

307.1 Such test(s) shall be at the expense of the owner or operator.

307.2 Testing shall be conducted with the source(s) of emissions operating at maximum capacity or other rate conforming to the maximum rate of emissions to which the source(s) are limited by enforceable condition(s).

- 307.3 The Air Pollution Control Officer may monitor such test and may also conduct performance tests.
- 307.4 The owner or operator of a source shall provide the Air Pollution Control Officer prior notice of the performance test to afford the Air Pollution Control Officer the opportunity to have an observer present. Notice shall be at least 15 days prior to the test, or as agreed to by the Air Pollution Control Officer.
- 307.5 The Air Pollution Control Officer may waive the requirement for performance tests if the owner or operator of a source has demonstrated by other means to the Air Pollution Control Officer's satisfaction that the source is being operated in compliance with all local, state, and federal regulations which are part of the California State Implementation Plan.

400 ADMINISTRATIVE REQUIREMENTS

- 401 POSTING:** A person who has been granted a Permit to Operate any emission unit described in Section 302 of this rule shall maintain a legible copy of said permit on the premises of the subject equipment. Other information, analysis, plans or specifications which disclose the nature, extent, quantity, or degree of air contaminants which are or may be discharged from such source shall be readily available for inspection by the Air Pollution Control Officer.
- 402 ALTERING OF PERMIT:** A person shall not willfully deface, alter, forge, counterfeit, or falsify a Permit to Operate any emission unit described in Section 302 of this rule. A permit amendment or revision requested by the owner or operator, other than an administrative permit, shall require the filing of an application. For an administrative permit amendment, a responsible official may implement the change addressed in the written request immediately upon submittal of the request. The Air Pollution Control Officer shall take final action no later than sixty (60) days after receiving the written request for an administrative permit amendment.
- 402.1 After verifying that the permit revision is an administrative permit amendment, the Air Pollution Control Officer may revise the permit without providing notice to the public or any affected state.
- 402.2 The Air Pollution Control Officer shall provide a copy of the revised permit to the responsible official
- 402.3 While the Air Pollution Control Officer need not make a completeness determination on a written request, the Air Pollution Control Officer shall notify the responsible official if the Air Pollution Control Officer determines that the permit cannot be revised as an administrative permit amendment.
- 403 APPLICATIONS:** An application for an Authority to Construct, Permit to Operate, change of ownership, or an application for a permit amendment, permit reopening, or revision shall be filed in the manner and form prescribed by the Air Pollution Control Officer, and shall give all the information necessary to enable the Air Pollution Control Officer to make the determinations required by Section 303 of this rule and other applicable District Rules and Regulations and state and federal laws and regulations.
- 403.1 A responsible official representing the owner or operator shall certify the truth, accuracy and completeness of application forms.
- 403.2 When the information submitted with the application is insufficient for the Air Pollution Control Officer to make the required determinations, upon the written

request of the Air Pollution Control Officer a responsible official shall supplement any complete application with additional information within the time frame specified by the Air Pollution Control Officer.

403.3 A responsible official shall promptly provide additional information in writing to the Air Pollution Control Officer upon discovery of submittal of any inaccurate information as part of the application or as a supplement thereto, or of any additional relevant facts previously omitted which are needed for accurate analysis of the application.

403.4 Intentional or negligent submittal of inaccurate information shall be reason for denial of an application.

403.5 An application for an Authority to Construct, Permit to Operate, or permit amendment or revision shall be accompanied by payment of the application filing fee specified in Regulation 6, FEES.

404 ACTION ON APPLICATIONS: The Air Pollution Control Officer shall notify the applicant in writing of his or her approval, conditional approval, suspension, or denial of the application for an Authority to Construct or Permit to Operate.

404.1 In the event said notification or notification of application completeness pursuant to Rule 502, NEW SOURCE REVIEW, is not received by applicant within 30 days of the filing of the application, or within 30 days of providing further information as required by Section 403, the applicant may, at his or her option, deem the application to construct or Permit to Operate denied.

404.2 Service of said notification may be made in person or by mail, and such service may be proved by the written acknowledgment of the person(s) served or affidavit of the person making the service.

405 CONDITIONAL APPROVAL: The Air Pollution Control Officer may issue an Authority to Construct or a Permit to Operate subject to conditions which will bring the operation of the emission unit within the standards of Section 303 of this rule. The conditions shall be specified in writing. Commencing work under such an Authority to Construct, or operation under such a Permit to Operate, shall be deemed acceptance of all the conditions so specified. The Air Pollution Control Officer shall issue an Authority to Construct or a Permit to Operate with revised conditions upon receipt of a new application, if the applicant demonstrates that the emission unit can operate under the revised conditions within the standards of Section 303 of this rule.

406 DENIAL OF APPLICATION: In the event of a denial of an Authority to Construct or Permit to Operate, the Air Pollution Control Officer shall notify the applicant in writing of the reasons therefore. Service of this notification may be made in person or by mail, and such service may be proved by the written acknowledgment of the person(s) served or affidavit of the person making the service. The Air Pollution Control Officer shall not accept a further application unless the applicant has complied with the objections specified by the Air Pollution Control Officer as his or her reasons for denial of the Authority to Construct or the Permit to Operate.

407 DISCLOSURE: The Air Pollution Control Officer, at any time, may require from an applicant, or holder of, any permit provided for in these rules and regulations, such information, analyses, plans, or specifications which will disclose the nature, extent, quality, or degree of air contaminants which are, or may be, discharged by the source for which the permit was issued or applied. The Air Pollution Control Officer may require that such disclosures be certified by a professional engineer registered in the State of

California. A responsible official representing the owner or operator shall certify the truth, accuracy and completeness of disclosures. Studies necessary to provide such information shall be at the expense of the owner or operator of the source for which a permit was issued or applied.

408 EMISSION STATEMENT: Upon the request of the Air Pollution Control Officer and as directed by the Air Pollution Control Officer, the owner or operator of any stationary source operation which emits or may emit oxides of nitrogen or reactive organic gas shall provide the Air Pollution Control Officer with a written statement, in accordance with Rule 503, EMISSION STATEMENT, showing actual emissions of oxides of nitrogen and reactive organic gas from that source.

409 SUSPENSION: The Air Pollution Control Officer may suspend a permit if a holder of such permit willfully fails and refuses to furnish information, analyses, plans, and specifications, within a reasonable time, as requested by the Air Pollution Control Officer pursuant to California Health and Safety Code Section 42303, District Rules and Regulations, or any other law, rule, regulation, agreement, or order enforceable by the District. The Air Pollution Control Officer shall serve notice, in writing, of such suspension and the reasons therefore. Service of said notification may be made in person or by mail, and such service may be proved by the written acknowledgment of the persons served or affidavit of the person making the service. The permit shall be reinstated when the Air Pollution Control Officer is furnished with all requested information, analyses, plans, and specifications.

410 CANCELLATION OF APPLICATION: An Authority to Construct or Permit to Operate application may be canceled by the Air Pollution Control Officer:

410.1 At the request of the applicant; or

410.2 If additional information has been requested of the applicant in accordance with Section 403 without the subsequent submittal of information within a reasonable time.

410.3 If applicable permit fees of Rule 601, PERMIT FEES are not paid when due the application may be cancelled and any issued Authority to Construct or Permit to Operate may be voided.

411 CANCELLATION OF PERMIT TO OPERATE: If, prior to the surrender of the operating permit, the Air Pollution Control Officer determines that the source or the emissions unit has been removed or fallen into an inoperable or un-maintained condition, the Air Pollution Control Officer may notify the owner of the intent to cancel the permit, providing the owner or operator with 30 days to respond. If the owner cannot demonstrate to the satisfaction of the Air Pollution Control Officer that the owner intended to operate again, or the owner does not respond within 30 days from the date a second noticing of the District's intent to cancel the permit is mailed by the District to the owner or operator, then the Air Pollution Control Officer may cancel the permit and deem the source or emissions unit shutdown as of the last known date the source or emissions unit discharged emissions.

411.1 The owner or operator may request an extension of time, in writing prior to the end of the sixty (60) day period following the initial notice, from the Air Pollution Control Officer.

411.2 The Air Pollution Control Officer may grant an extension of time not to exceed ninety (90) days.

411.3 The owner or operator may claim emissions reductions resulting from the shutdown in accordance with the provisions of Rule 504, EMISSION REDUCTION CREDITS, prior to the end of the sixty (60) day period following the initial notice, or prior to the expiration of an extension.

411.4 The Air Pollution Control Officer shall advise, in writing, the owner or operator of the stationary source or emissions unit for which a permit is canceled of the cancellation decision.

411.5 The owner or operator may appeal the decision to cancel the permit pursuant to Section 413 of this rule.

412 TEMPORARY PERMIT: The Air Pollution Control Officer may issue a temporary Permit to Operate. The temporary Permit to Operate shall specify a reasonable period of time during which the emission unit may be operated in order for the District to determine whether it will operate in accordance with the conditions specified in the permit.

413 APPEALS: Within ten days after notice, by the Air Pollution Control Officer, of cancellation, suspension, denial, or conditional approval of an Authority to Construct, Permit to Operate, or emissions reduction credit application, the applicant or any other aggrieved person who participated in the permit issuance proceedings may petition the Hearing Board, in writing, for an order modifying or reversing that decision. The Hearing Board after public notice and a public hearing held within thirty days after filing the petition, may sustain or reverse the action of the Air Pollution Control Officer; such order may be made subject to specified conditions.

500 MONITORING AND RECORDS

501 TESTING PROCEDURES:

501.1 General Requirements: Except as otherwise specified in the District Rules and Regulations, the State Implementation Plan, and the applicable federal requirements of Rule 507, FEDERAL OPERATING PERMIT PROGRAM, testing methods for determining compliance with emission limits shall be:

501.1.1 The appropriate methods adopted by the California Air Resources Board and cited in Title 17, California Code of Regulations, Division 3, Subchapter 8, Compliance with Non-vehicular Emission Standards; or

501.1.2 The appropriate methods of 40 CFR part 50, Appendix M, Recommended Test Methods for State Implementation Plans; or

501.1.3 Any appropriate method of 40 CFR part 60, Appendix A, Test Methods; or

501.1.4 An alternative method following review and approval of that method by the California Air Resources Board and US Environmental Protection Agency.

501.2 Initial Boiling Point: ASTM D-1078-86, "Test Method for Distillation Range of Volatile Organic Liquids".

501.3 Vapor Pressure: ASTM D-2879-86, "Vapor Pressure-Temperature Relation and Initial Decomposition Temperature of Liquids by Isoteniscope".

502 MONITORING: As applicable, each emission source subject to the requirements of Section 301 and 302 shall comply with the following monitoring requirements:

502.1 The requirements of Title 40, Code of Federal Regulations, Part 60, Appendix B and F.

502.2 The applicable federal requirements for monitoring of Title V of the Federal Clean Air Act as amended in 1990 (42 U.S.C. Section 7401 et seq.).

503 RECORDKEEPING:

503.1 The following records shall be maintained and provided to the Air Pollution Control Officer upon request.

503.1.1 Emissions monitoring and process data records necessary for the determination and reporting of emissions, in accordance with applicable provisions of the District Rules and Regulations, shall be maintained. Records shall be kept for at least two years and shall be kept 5 years for sources subject to the applicable requirements of Title V and Rule 507, FEDERAL OPERATING PERMIT PROGRAM.

503.1.2 Other records of the nature and amounts of emissions or any other information as may be deemed necessary by the Air Pollution Control Officer to determine whether the stationary source or emissions unit is in compliance with applicable emission limitations, credited emission reductions, exemptions from rule provisions, or other requirements. The information must include emission measurements, continuous emission monitoring system performance testing measurements, performance evaluations, calibration checks and adjustments, maintenance performed on such monitoring systems, and other records and reports required by Title 40, Code of Federal Regulations, Part 60, Appendix B and F.

503.1.3 Operation and maintenance plans shall be submitted to the District for all add-on capture and control equipment for review and approval by the Air Pollution Control Officer. Such plans shall demonstrate, though the use of specific recordkeeping requirements, continuous operation of the add-on control equipment when emission producing operations are occurring. The plan shall also specify records to be kept to document the performance of required periodic maintenance. Records shall be consistent with compliance time frames and employ the most recent US Environmental Protection Agency recordkeeping guidance.

503.2 The Air Pollution Control Officer may require recordkeeping to verify or maintain any exemption.

RULE 502 NEW SOURCE REVIEW

Adopted 11-12-74

(Amended 05-24-77, 06-19-79, 09-21-93, 11-03-94, 08-09-01, 12-09-04,
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100 GENERAL

101 PURPOSE: The purpose of this rule is to provide for the review of new and modified stationary air pollution sources and to provide mechanisms, including emission offsets, by which authorities to construct for such sources may be granted without interfering with the attainment or maintenance of ambient air quality standards.

102 APPLICABILITY: This rule shall apply to all new stationary sources and emissions units and all modifications to existing stationary sources and emissions units that, after construction, emit or may emit any NSR regulated pollutant within the District.

If any source or modification becomes a major source or major modification solely by virtue of the relaxation of any limitation that was established after August 7, 1980, on the capacity of the source or modification to emit a federal nonattainment pollutant or its precursor such as a restriction on hours of operation, then the requirements of this rule shall apply to such a source or modification as though construction had not yet commenced on the source or modification.

This rule shall not apply to prescribed burning of forest, agriculture or range land; open burning in accordance with District Regulation 3, OPEN BURNING; road construction, or any non-point source common to timber harvesting or agricultural practices.

The regulations in effect at the time any application for an Authority to Construct for a new or modified source is deemed complete shall apply to that source except when a new federal requirement not yet incorporated into this Rule applies to the new or modified source.

103 PUBLIC NOTIFICATION REQUIREMENTS: The public notice requirements of Sections 406 and 407 shall apply if the project is for a new or modified stationary source or emissions unit for which offsets are required pursuant to Section 303.1, and to all new or modified stationary sources that are projected to emit increased actual lead emissions at a rate of 5 tons per year or greater.

200 DEFINITIONS: The following definitions apply for all terms used in this Rule. If a term is not defined below, then the definitions provided in Rule 102, DEFINITIONS, and Rule 504, EMISSIONS REDUCTION CREDITS, apply in that hierarchical order.

201 ACTUAL EMISSIONS: Emissions having occurred from a source, based on source test and actual fuel consumption or process data, or monitoring data. If source test or monitoring data is not available, other appropriate, APCO-approved, emission factors may be used. Fugitive emissions associated with the emissions unit shall be included in the actual emissions of the emissions unit.

202 ACTUAL EMISSIONS REDUCTIONS (AER): The decrease of actual emissions, compared to Baseline Actual Emissions, from an emissions unit. AER shall be real, federally enforceable, quantifiable, surplus, and permanent.

203 ACTUAL INTERRUPTIONS OF ELECTRICAL POWER: When electrical service is interrupted by an unforeseeable event.

204 ALLOWABLE EMISSIONS: The emissions rate of a stationary source calculated using the maximum rated capacity of the source (unless the source is subject to federally enforceable limits which restrict the operating rate, hours of operation, or both) and the most stringent of the following:

204.1 Any applicable standards set forth in these regulations and 40 CFR Part 60, 61, or 63;

- 204.2 Any applicable emission limitation in the State Implementation Plan (SIP), including those with a future compliance date; or
- 204.3 The emissions rate specified as a federally enforceable permit condition, including those with a future compliance date.
- 205 AMBIENT AIR QUALITY STANDARDS:** There are both State and federal ambient air quality standards. For the purpose of submittal to the U.S. Environmental Protection Agency for inclusion in the California State Implementation Plan all references in this rule to Ambient Air Quality Standards shall be interpreted as National Ambient Air Quality Standards.
- 206 BASELINE ACTUAL EMISSIONS (BAE):**
- 206.1 "Baseline Actual Emissions" are the actual emissions for the existing emissions unit averaged over the consecutive two (2) year period immediately preceding the date of the application. If the last two years are unrepresentative of normal source operations as determined by the APCO, then any other 2 consecutive year period during the last five years which the APCO determines represents normal source operations may be used.
- 206.2 If, at any time during the 2 year period, actual emissions exceeded allowable emission levels, then actual emissions shall be reduced to reflect emission levels that would have occurred if the unit were in compliance with all applicable limitations and rules.
- 206.3 Where an emissions unit has been in operation for less than 2 years, a shorter averaging period of at least 12 months may be used, provided that the averaging period is representative of the full operational history of the emissions unit. If less than 12 months has passed since the date of issuance of the Permit to Operate then Actual Emissions shall be used as the Baseline Actual Emissions.
- 207 BEGIN ACTUAL CONSTRUCTION:** Initiation of physical on-site construction activities on an emissions unit which is of a permanent nature. Such activities include, but are not limited to, installation of building supports and foundations, laying of underground pipe work, and construction of permanent storage structures. With respect to a change in method of operation that does not involve a physical change, this term refers to those on-site activities, other than preparatory activities, which mark the start of the change in the method of operation.
- 208 BEST AVAILABLE CONTROL TECHNOLOGY (BACT):** The most stringent emission limitation or control technique of the following:
- 208.1 Achieved in practice for such category and class of source; or
- 208.2 Contained in any SIP approved by the EPA for such category and class of source. A specific limitation or control technique shall not apply if the owner of the proposed emissions unit demonstrates to the satisfaction of the APCO that such a limitation or control technique is not presently achievable; or
- 208.3 Contained in an applicable federal New Source Performance Standard; or
- 208.4 Any other emission limitation or control technique, including process and equipment changes of basic or control equipment, found by the APCO to be cost effective and technologically feasible for such class or category of sources.

- 209 CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):** The California Environmental Quality Act, Public Resources Code, Section 21000, et seq.
- 210 CLASS I AREA:** Any area listed as Class I in 40 CFR 81.405 or an area otherwise specified as Class I in the legislation that creates a national monument, a national primitive area, a national preserve, a national recreational area, a national wild and scenic river, a national wildlife refuge, a national lakeshore or seashore. The only designated Class I area within 20 miles of Placer County as of October 13, 2011 was Desolation Wilderness Area in El Dorado County.
- 211 COMMENCE:** As applied to construction of a major stationary source or major modification means that the owner or operator has all necessary preconstruction approvals or permits and either has:
- 211.1 Begun, or caused to begin, a continuous program of actual on-site construction of the source, to be completed within a reasonable time; or
- 211.2 Entered into binding agreements or contractual obligations, which cannot be canceled or modified without substantial loss to the owner or operator, to undertake a program of actual construction of the source to be completed within a reasonable time.
- 212 CARGO CARRIERS:** Cargo carriers are trains dedicated to a specific source.
- 213 CONSTRUCTION:** Means any physical change or change in the method of operation (including fabrication, erection, installation, demolition, or modification of an emissions unit) which would result in a change in actual emissions.
- 214 CONTIGUOUS PROPERTY:** Two or more parcels of land with a common point or boundary or separated solely by a public roadway or other public right-of-way.
- 215 COST-EFFECTIVE:** A cost per unit of emissions reduction which is lower than or equivalent to the maximum unit costs of the same emissions reduction through the use of Best Available Control Technology, calculated in current year dollars, in accordance with methodology and criteria specified in guidelines developed by the District.
- 216 EMERGENCY ENGINES:** A stationary engine that meets the criteria specified below:
- 216.1 It is installed for the primary purpose of providing electrical power or mechanical work for emergency use and is not the source of primary power at the facility; and
- 216.2 It is operated to provide electrical power or mechanical work during any emergency use; and
- 216.3 It is operated no more than 100 hours per year for maintenance and testing, emissions testing or initial start-up testing. Diesel engines may be further limited by the California Air Resources Board's Airborne Toxic Control Measure for Stationary Compression Engines in Section 93115.6(a)).
- 217 EMERGENCY USE:** The providing of electrical power or mechanical work during any of the following events.
- 217.1 The failure or loss of all or part of normal electrical power service or normal natural gas supply to the facility, or the failure of a facility's internal power distribution system:

- 217.1.1 Which is caused by any reason other than the adherence to a contractual obligation the owner or operator has with a third party or any other party; and
- 217.1.2 Which is demonstrated by the owner or operator, to the APCO's satisfaction, to have been beyond the reasonable control of the owner or operator.
- 217.2 The pumping of water or sewage to prevent or mitigate a flood or sewage overflow.
- 217.3 The pumping of water for fire suppression or protection.
- 217.4 The powering of ALSF-1 or ALSF-2 airport runway lights under category II or III weather conditions.
- 217.5 The pumping of water to maintain pressure in the water distribution system for the following reasons:
 - 217.5.1 A pipe break that substantially reduces water pressure; or
 - 217.5.2 High demand on the water supply system due to high use of water for fire suppression; or
 - 217.5.3 The breakdown of electric-powered pumping equipment at sewage treatment facilities or water delivery facilities.
- 217.6 The emergency operation of ski lifts during an actual interruption of normal electrical power service to the facility.
- 218 EMISSION DECREASE:** Any modification that would result in an emission decrease of actual emissions.
- 219 EMISSION REDUCTION CREDITS (ERC):** Reductions of actual emissions from emission units that are certified by an air district in accordance with that district's rules and are issued by the air district in the form of ERC certificates.
- 220 EMISSIONS LIMITATION:** One or more federally enforceable permit conditions specific to an emissions unit that restricts its maximum emissions, at or below the emissions associated with the maximum design capacity; and that is contained in the latest Authority to Construct or enforceable by the latest Permit to Operate for the emission unit.

Emissions limitations should be stated in a manner consistent with testing procedures. They may be expressed as an enforceable design, operational, or equipment standard.
- 221 EMISSIONS UNIT:** An identifiable operation or piece of process equipment such as an article, machine, or other contrivance which controls, emits, may emit, or results in the emissions of any air pollutant directly or as fugitive emissions.
- 222 FEDERALLY ENFORCEABLE:** All limitations and conditions which are enforceable by the EPA administrator, including those requirements developed pursuant to 40 CFR parts 60, 61 and 63, requirements within the California State Implementation Plan (SIP), any permit requirements established pursuant to 40 CFR 52.21 or under regulations approved pursuant to 40 CFR part 51, subpart I, including operating permits issued under an EPA-approved program that is incorporated into the SIP and expressly requires adherence to any permit issued under such program.

- 223 FUGITIVE EMISSIONS:** Those emissions that could not reasonably pass through a stack, chimney, vent, or other functionally equivalent opening.
- 224 FUNCTIONALLY EQUIVALENT EMISSION UNIT:** An emission unit that serves the identical function as the unit being replaced. The maximum rating and the potential to emit any pollutant shall not be greater from the functionally equivalent emission unit than the replaced unit. The emission increase from any such replacement shall not result in a major modification.
- 225 HALOGENATED HYDROCARBONS:** For the purposes of this rule, halogenated hydrocarbons are the following:
- 225.1 1,1,1-trichloroethane
 - 225.2 methylene chloride
 - 225.3 2,2-dichloro-1,1,1-trifluoroethane (HCFC-123)
 - 225.4 2-chloro-1,1,1,2-tetrafluoroethane (HCFC-124)
 - 225.5 trichlorofluoromethane (CFC-11)
 - 225.6 dichlorodifluoromethane (CFC-12)
 - 225.7 1,1,1-trichloro-2,2,2-trifluoroethane (CFC-113)
 - 225.8 1-chloro-1,1-difluoro-2-chloro-2,2-difluoroethane (CFC-114)
 - 225.9 chloropentafluoroethane (CFC-115)
 - 225.10 pentafluoroethane (HFC-125)
 - 225.11 1,1,2,2-tetrafluoroethane (HFC-134)
 - 225.12 tetrafluoroethane (HFC-134a)
 - 225.13 1,1-dichloro-1-fluoroethane (HCFC-141b)
 - 225.14 1-chloro-1,1-difluoroethane (HCFC-142b)
 - 225.15 1,1,1-trifluoroethane (HFC-143a)
 - 225.16 chlorodifluoromethane (HCFC-22)
 - 225.17 trifluoromethane (HFC-23)
 - 225.18 1,1-difluoroethane (HFC-152a)
 - 225.19 The following four classes of perfluorocarbon compounds:
 - a. Cyclic, branched, or linear, completely fluorinated alkanes.
 - b. Cyclic, branched, or linear, completely fluorinated ethers, with no unsaturations.
 - c. Cyclic, branched, or linear, completely fluorinated tertiary amines with no unsaturations.
 - d. Sulfur-containing perfluorocarbons with no unsaturations and with sulfur bonds only to carbon and fluorine.
 - e. Perfluorocarbon compounds will be assumed to be absent from a product or process unless a manufacturer or facility operator identifies the specific individual compounds (from the broad classes of perfluorocarbon compounds) and the amounts present in the product or process and provides a validated test method which can be used to quantify the specific compounds.
- 226 HAZARDOUS AIR POLLUTANT (HAP):** Any air pollutant listed pursuant to Section 112(b) of the Federal Clean Air Act as amended in 1990 (42 U.S.C. Section 7401 et seq.).
- 227 HISTORIC ACTUAL EMISSIONS (HAE):** Historic Actual Emissions shall be calculated for each pollutant.
- 227.1 For a new emissions unit Historic Actual Emissions are equal to zero.
 - 227.2 For an existing emissions unit, Historic Actual Emissions equals either, in hierarchical order;

227.2.1 The federally enforceable potential to emit (PTE) limit contained in the most recent Authority to Construct or Permit to Operate, if actual emissions are at least 80% of the permitted PTE limit, or

227.2.2 The federally enforceable PTE limit contained in the most recent Authority to Construct or Permit to Operate, if the emission unit was fully offset for any emission increases incurred since September 21, 1993, within the 5 year period prior to the date of application for the current project, or

227.2.3 The Baseline Actual Emissions.

- 228 IDENTICAL EMISSION UNIT:** A replacement emissions unit which is the same as the original unit in all respects except for serial number.
- 229 LAKE TAHOE AIR BASIN:** Established pursuant to Section 39606 of the Health & Safety Code of the State of California and as described in Title 17, California Code of Regulations, Section 60113 (b), the basin includes that portion of Placer County within the drainage area naturally tributary to Lake Tahoe including said Lake, plus that area in the vicinity of the head of the Truckee River described as follows: commencing at the point common to the aforementioned drainage area crest line and the line common to Townships 15 North and 16 North, Mount Diablo Base and Meridian (M.D.B. & M.), and following that line in a westerly direction to the northwest corner of Section 3, Township 15 North, Range 16 East, (M.D.B. & M.), thence south along the west line of Sections 3 and 10, Township 15 North, Range 16 East, M.D.B. & M., to the intersection with the drainage crest line, thence following the said drainage area boundary in a southwesterly, then northeasterly direction to and along the Lake Tahoe Dam, thence following the said drainage area crest line in a northeasterly, then northwesterly direction to the point of beginning. This Air Basin is delineated on an official map on file at the California Air Resources Board Headquarters Office.
- 230 MAJOR STATIONARY SOURCE – SACRAMENTO AIR BASIN:** A stationary source which emits or has the potential to emit: 25 tons per year (tpy) or more of nitrogen oxides or reactive organic compounds, or 100 tpy or more of sulfur oxides, or PM2.5. In addition, any physical change occurring at a stationary source not otherwise qualifying as a major stationary source, which would constitute a major stationary source by itself, makes the source a major stationary source.
- 231 MAJOR STATIONARY SOURCE – MOUNTAIN COUNTIES AIR BASIN:** A stationary source which emits or has the potential to emit 25 tons per year (tpy) or more of nitrogen oxides or reactive organic compounds. In addition, any physical change occurring at a stationary source not otherwise qualifying as a major stationary source, which would constitute a major stationary source by itself, makes the source a major stationary source.
- 232 MAJOR MODIFICATION:** A modification to a major stationary source in the Sacramento or Mountain Counties Air Basins which results in a significant emissions increase of the pollutant for which the source is classified as a major stationary source. For nitrogen oxides and reactive organic compounds, the increase shall be aggregated with all other increases and decreases in potential to emit over the period of the four consecutive years before the application for modification, plus the calendar year of the most recent application.
- 233 MODIFICATION:** Any physical change, change in method of operation (including change in fuel characteristics), addition to, or any change in hours of operation, or change in production rate of, which:

- 233.1 For an emissions unit: would necessitate a change in permit conditions, permit equipment description, or emissions limitation.
- 233.2 For a stationary source: is a modification of any emissions unit, or addition of any new emissions unit.
- 233.3 Unless previously limited by a permit condition and that permit condition must be changed, the following shall not be considered a modification:
 - 233.3.1 A change in ownership.
 - 233.3.2 Routine maintenance and repair, or an identical replacement.
 - 233.3.3 The addition of a continuous emission monitoring system.
 - 233.3.4 The replacement of air pollution control equipment with new control equipment if the actual emissions of the new equipment are less than or equal to those from the original piece of equipment and the replacement is not a major modification under the United States Environmental Protection Agency (EPA) regulations promulgated pursuant to Title I of the Federal Clean Air Act, including 40 CFR Part 51.
 - 233.3.5 Use of an alternative fuel or raw material by reason of an order under Sections 2(a) and (b) of the Energy Supply and Environmental Coordination Act of 1974 (or any superseding legislation), or by reason of a natural gas curtailment plan pursuant to the Federal Power Act.
 - 233.3.6 Use of an alternative fuel by reason of an order or rule under Section 125 of the Act.
- 233.4 A reconstructed stationary source or emissions unit shall be treated as a new stationary source or emissions unit, not as a modification.
- 234 **MOUNTAIN COUNTIES AIR BASIN:** Established pursuant to Section 39606 of the Health & Safety Code of the State of California and as described in Title 17, California Code of Regulations, Section 60111 (I), the Mountain Counties Air Basin includes all of Placer County except that portion included in the Lake Tahoe Air Basin, defined by 17 CCR 60113(b), and that portion included in the Sacramento Valley Air Basin, defined by 17 CCR 60106(k).
- 235 **NECESSARY PRECONSTRUCTION APPROVALS OR PERMITS:** Federal air quality control laws and regulations and those air quality control laws and regulations which are part of the SIP.
- 236 **NONATTAINMENT POLLUTANT:** Any pollutant as well as any precursors of such pollutants which have been designated "nonattainment" by the U.S. Environmental Protection Agency as codified in 40 CFR 81.305, or which has been designated nonattainment by the California Air Resources Board pursuant to Section 39607 of the Health and Safety Code for specific air basins in Placer County.
- 237 **NSR REGULATED POLLUTANT:** A pollutant for which an Ambient Air Quality Standard has been established by the EPA or by the California Air Resources Board (ARB), and the precursors to such pollutants, including, but not limited to, reactive organic compounds (ROC), nitrogen oxides (NOx), sulfur oxides (SOx), PM10, PM2.5, carbon monoxide (CO) and lead.

- 238 PM2.5:** Particulate matter with an aerodynamic diameter smaller than or equal to a nominal 2.5 microns. Gaseous emissions which condense to form PM2.5 shall also be counted as PM2.5.
- 239 PM10:** Particulate matter with an aerodynamic diameter smaller than or equal to a nominal 10 microns. Gaseous emissions which condense to form PM10 shall also be counted as PM10.
- 240 PORTABLE EQUIPMENT:** Equipment that is periodically relocated and is not operated more than a total of 180 days at any one location in the District within any continuous twelve (12) month period.
- 241 POTENTIAL TO EMIT (PTE):** The maximum physical and operational design capacity to emit an air pollutant. Any limitation on the physical or operational design capacity, including emission control devices and restrictions on hours of operation, or on the type, or amount of material combusted, stored, or processed, may be considered as part of the design only if the limitation, or the effect it would have on emissions, is incorporated into the Authority to Construct as a federally enforceable permit condition. Fugitive emissions associated with the emissions unit or stationary source shall be included in the potential to emit of the emissions unit or stationary source.
- 242 PRECURSOR:** A pollutant that, when emitted into the atmosphere, may undergo either a chemical or physical change which then produces another pollutant for which an Ambient Air Quality Standard has been adopted, or whose presence in the atmosphere will contribute to the violation of one or more Ambient Air Quality Standards. The following precursor-secondary air contaminant relationships shall be used for the purposes of this rule:

Precursor	Secondary Air Contaminant
Reactive Organic Compound	a. Photochemical oxidants (Ozone) b. Organic fraction of PM10
Nitrogen Oxides	a. Nitrogen dioxide b. Nitrate fraction of PM10 c. Nitrate fraction of PM2.5 d. Photochemical oxidants (Ozone)
Sulfur Oxides	a. Sulfur dioxide b. Sulfates c. Sulfate fraction of PM10 d. Sulfate fraction of PM2.5

- 243 PREVENTION OF SIGNIFICANT DETERIORATION (PSD):** A federal permitting program for new and modified major stationary sources of air pollution for pollutants that do not exceed National Ambient Air Quality Standards.
- 244 PRIORITY RESERVE BANK:** A depository for preserving emission reduction credits pursuant to Rule 505, PRIORITY RESERVE.
- 245 PROPOSED EMISSIONS:** Emissions based on the potential to emit for the new or modified emissions unit which will be incorporated into the permit as federally enforceable permit conditions.
- 246 QUARTERLY:** Calendar quarters beginning January 1, April 1, July 1, and October 1.
- 247 QUARTERLY EMISSION LIMITATION:** One or a combination of permit conditions specific to an emissions unit that restricts its maximum emissions, in pounds per quarter, at or below the emissions associated with the maximum design capacity. A quarterly emissions limitation must be:

- 247.1 Contained in the latest Authority to Construct or enforceable by the latest Permit to Operate for the emissions unit, and
- 247.2 Enforceable on a quarterly basis.
- 248 **REACTIVE ORGANIC COMPOUND:** For the purposes of this rule, reactive organic compound (ROC) has the same definition as volatile organic compound (VOC) in Rule 102, DEFINITIONS.
- 249 **RECONSTRUCTED SOURCE:** Any stationary source or emissions unit undergoing physical modification where the fixed capital cost of the new components exceeds 50 percent of the fixed capital cost of a comparable entirely new stationary source or emissions unit. Fixed capital cost means that capital needed to provide all the depreciable components. A reconstructed source shall be treated as a new stationary source or emissions unit.
- 250 **REDUCED SULFUR COMPOUNDS:** The sulfur compounds hydrogen sulfide, carbon disulfide and carbonyl sulfide.
- 251 **REPLACEMENT EMISSION UNIT:** An emissions unit for which all the criteria listed below are met. No creditable emission reductions shall be generated from shutting down the existing emissions unit that is replaced unless:
- 251.1 The emissions unit is a reconstructed unit within the meaning of 40 CFR 60.15(b)(1), or the emissions unit completely takes the place of an existing emissions unit, or
- 251.2 The emissions unit is an identical emission unit or a functionally equivalent emission unit, or
- 251.3 The replacement does not alter the basic design parameters of the process unit, and
- 251.4 The replaced emissions unit is permanently removed from the stationary source, otherwise permanently disabled, or permanently barred from operation by a permit that is federally enforceable. If the replaced emissions unit is brought back into operation, it shall constitute a new emissions unit.
- 252 **SACRAMENTO VALLEY AIR BASIN:** Established pursuant to Section 39606 of the Health & Safety Code of the State of California and as described in Title 17, California Code of Regulations, Section 60106(k), the basin includes that portion of Placer County which lies west of Range 9 east, Mount Diablo Base and Meridian (M.D.B. & M.).
- 253 **SIGNIFICANT:** In reference to an emissions increase or the potential of a source to emit any of the following pollutants, a rate of emissions that would equal or exceed any of the following rates:
- 253.1 Carbon monoxide: 100 tpy;
- 253.2 Nitrogen oxides: 25 tpy;
- 253.3 Sulfur dioxide: 40 tpy;
- 253.4 Ozone: 25 tpy of VOCs or 25 tpy of nitrogen oxides;
- 253.5 PM10: 15 tpy

- 253.6 PM2.5: 10 tpy of direct PM2.5 emissions or 40 tpy of sulfur dioxide emissions or 40 tpy of nitrogen oxide emissions
- 253.7 Lead: 0.6 tpy.
- 254 SIGNIFICANT EMISSIONS INCREASE:** For a regulated NSR pollutant, an increase in emissions that is significant for that pollutant.
- 255 STATIONARY SOURCE (SOURCE OR FACILITY):** Any building, structure, facility, or emissions unit that emits or may emit any NSR regulated pollutant directly or as fugitive emissions.
- 255.1 Building, structure, facility, or emissions unit includes all pollutant emitting activities which:
- 255.1.1 belong to the same industrial grouping, and;
- 255.1.2 are located on one property or on two or more contiguous properties, and;
- 255.1.3 are under the same or common ownership, operation, or control or which are owned or operated by entities which are under common control.
- 255.2 Pollutant emitting activities shall be considered as part of the same industrial grouping if:
- 255.2.1 they belong to the same two digit standard industrial classification code under the system described in the 1987 Standard Industrial Classification Manual, or;
- 255.2.2 they are part of a common production process. (Common production process includes industrial processes, manufacturing processes and any connected processes involving a common material.)
- 255.3 The emissions of cargo carriers associated with the stationary source shall be considered emissions from the stationary source to the extent that emission reductions from these cargo carriers are proposed as offsets.
- 256 STATIONARY SOURCE PTE:** The sum of the PTE for each emission unit which has been issued a Permit to Operate, Authority to Construct or for which an application has been submitted. Any fugitive emissions from such emission units shall be included in this calculation.
- 257 SURPLUS:** The amount of emission reductions that are, at the time of generation of an Emissions Reduction Credit (ERC), not otherwise required by federal, state, or local law, not required by any legal settlement or consent decree, and not relied upon to meet any requirement related to the California State Implementation Plan (SIP). However, emission reductions required by a state statute that provides that the subject emission reductions shall be considered surplus may be considered surplus for purposes of this Rule if those reductions meet all other applicable requirements.
- Examples of federal, state, and local laws, and of SIP-related requirements, include, but are not limited to, the following:
- 257.1 The federally-approved California SIP;

- 257.2 Other adopted state air quality laws and regulations not in the SIP, including but not limited to, any requirement, regulation, or measure that: (1) the District or the state has included on a legally-required and publicly-available list of measures that are scheduled for adoption by the District or the State in the future; or (2) is the subject of a public notice distributed by the District or the State regarding an intent to adopt such revision;
- 257.3 Any other source- or source-category specific regulatory or permitting requirement, including, but not limited to, Reasonable Available Control Technology (RACT), New Source Performance Standards (NSPS), National Emission Standards for Hazardous Air Pollutants (NESHAP), Best Available Control Measures (BACM), Best Available Control Technology (BACT), and the Lowest Achievable Emission Rate (LAER); and
- 257.4 Any regulation or supporting documentation that is required by the federal Clean Air Act but is not contained or referenced in 40 C.F.R. Part 52, including but not limited to: assumptions used in attainment and maintenance demonstrations (including Reasonable Further Progress demonstrations and milestone demonstrations), including any proposed control measure identified as potentially contributing to an enforceable near-term emissions reduction commitment; assumptions used in conformity demonstrations; and assumptions used in emissions inventories.
- 258 **TEMPORARY SOURCE:** Temporary emission sources such as pilot plants, and portable facilities which will be terminated or located outside the District after less than a cumulative total of 90 days of operation in any 12 continuous months.
- 259 **TOTAL REDUCED SULFUR COMPOUNDS:** The sulfur compounds hydrogen sulfide, methyl mercaptan, dimethyl sulfide and dimethyl disulfide.

300 STANDARDS

- 301 **EMISSION AND OFFSET CALCULATIONS:** The following provisions shall be used to calculate emission increases and decreases from all new and modified emissions units located at a stationary source.
- 301.1 **BACT – Emissions Increase:** The emissions increase for each emissions unit related to the project for the purposes of determining BACT applicability shall be calculated as the proposed emissions minus the Baseline Actual Emissions. Calculations shall be performed separately for each emissions unit for each calendar quarter.
- 301.2 **Offsets - Emissions Increase or Decrease:** The emissions increase or decrease for each emissions unit related to the project for the purposes of determining Offset applicability shall be calculated as the proposed emissions, minus the Historic Actual Emissions. Emission increases or decreases shall be calculated for each emission unit and the project as a whole.
- 301.3 **Project Emissions:** If a project consists of more than one emission unit, the total emissions from all emissions units shall be summed for each pollutant to determine the emissions increase for the project. The project includes the entire scope of the preconstruction application for a new or modified stationary source.
- 301.4 **Calculation Periods:** The emissions increase or decrease for a project shall be calculated on a daily, quarterly and annual basis for each pollutant.

- 301.5 Potential To Emit - Stationary Sources: The potential to emit of a new or modified stationary source shall be calculated as the sum of the potential to emit, including fugitive emissions, for all emissions units, based on emission limitations established by current Permits to Operate, Authorities to Construct where permits to operate have not been issued, and the pending application.
- 301.6 Quantity of Offsets Required For New Major Sources or Major Modifications: If offsets are required pursuant to Section 303.2, the quantity of offsets to be provided shall be determined by calculating the emission increase for the project and applying the appropriate offset ratio based on pollutant and location as specified in Section 303.3. The calculations shall be performed separately for each pollutant and each emissions unit for each calendar quarter.
- 301.7 Quantity of General (State) Offsets Required: If offsets are required pursuant to Section 303.1, the quantity of offsets to be provided shall be determined as follows:
- 301.7.1 If offsets have already been provided by a stationary source for a particular pollutant, then multiply the emission increase calculated for the project by the appropriate offset ratio based on pollutant and location as specified in Section 303.3, or
- 301.7.2 If no offsets have been provided previously by a stationary source for a particular pollutant, then subtract the offset threshold specified in Section 303.1 for that pollutant from the stationary source PTE and multiply the value by the appropriate offset ratio based on pollutant and location as specified in Section 303.3.
- 301.8 Quantity of Offsets Required For A Modification That Makes An Existing Source A Major Stationary Source: When the proposed modification will make an existing minor source a new major source, offsets required shall be calculated as the sum of proposed PTE for all emissions units installed after September 21, 1993 based on current permits to operate and Authority to Construct where permits to operate have not been issued, plus the pending application, minus offsets supplied since September 21, 1993. Calculations shall be performed separately for each pollutant and each emissions unit for each calendar quarter. The offset ratios of Section 303.3 shall be applied to determine the ERCs required.
- 302 REQUIREMENT TO APPLY BEST AVAILABLE CONTROL TECHNOLOGY:** An applicant shall apply Best Available Control Technology (BACT) to a new emissions unit or modification of an existing emissions unit, except cargo carriers, if the change would result in an increase in quarterly emissions of a NSR regulated pollutant from the new or modified emissions unit and if the PTE of the new or modified emissions unit equals or exceeds the levels specified below.

<u>Pollutant</u>	<u>lb/day</u>
Reactive organic compounds	10
Nitrogen oxides	10
Sulfur oxides	80
PM10	80
PM2.5	80
Carbon monoxide	550
Lead	3.3
Vinyl chloride	5.5
Sulfuric acid mist	38
Hydrogen sulfide	55

Total reduced sulfur compounds	55
Reduced sulfur compounds	55

303 OFFSET REQUIREMENTS

- 303.1 General Requirement to Provide Offsets: An applicant whose facility is located in the Sacramento Valley Air Basin or the Mountain Counties Air Basin shall provide offsets for a NSR regulated pollutant if the potential to emit of a new or modified source exceeds either of the threshold quantities listed below:

<u>Pollutant</u>	<u>Pounds per quarter</u>	<u>Tons per year</u>
Reactive organic compounds	5,000	10
Nitrogen oxides	5,000	10
Sulfur oxides	13,750	27.5
PM10	7,500	15
PM2.5	7,500	15
Carbon monoxide	49,500	99

- 303.2 Major Source or Major Modification Requirement to Provide Offsets: An applicant whose facility is located in the Sacramento Valley Air Basin or the Mountain Counties Air Basin, and whose project emissions will result in a new major source or major modification, shall provide offsets for each NSR regulated pollutant that constitutes a major source or major modification.

- 303.3 Location of Offsets and Offset Ratios: The applicable offset ratio shall be determined based on the location of the new or modified stationary source required to provide offsets and the distance to the location of the emission offsets, as indicated in the following table.

<u>Location of Offset</u>	<u>Offset Ratio</u>	<u>Offset Ratio</u>
	<u>NOx and ROC</u>	<u>Other Pollutants</u>
Same Source	1.0 to 1.0	1.0 to 1.0
Within 15-Mile radius and within the same air basin	1.3 to 1.0	1.2 to 1.0
Greater than 15-Miles but within 50-Mile radius within the same air basin	1.5 to 1.0	1.5 to 1.0
Greater than 50-Mile radius and within the same air basin	Greater than 1.5 to 1.0	Greater than 1.5 to 1.0

- 303.3.1 The APCO may impose, based on the air quality analysis, a higher offset ratio such that the new or modified stationary source will not prevent or interfere with the attainment or maintenance of any ambient air quality standard.

- 303.3.2 Applicants providing offsets obtained pursuant to Rule 505, PRIORITY RESERVE, shall be subject to an offset ratio of 1.2 to 1.0 for all pollutants, except NOx and VOC, at all distances. The offset ratio for NOx and VOC offsets obtained pursuant to Rule 505, PRIORITY RESERVE, shall be subject to an offset ratio of 1.3 to 1.0 at all distances.

303.4 General Offset Provisions

- 303.4.1 All offsets shall be real, surplus, federally enforceable, quantifiable and permanent.

- 303.4.2 All offsets provided for major sources and major modifications shall be surplus at the time ERCs are surrendered to the District.
- 303.4.3 All offsets shall be surrendered to the District prior to the initial startup of the new or modified source, and the offsets shall be maintained throughout the operation of the new or modified source which is the beneficiary of the offsets.
- 303.4.4 Offsets can only come from air basins with the same or worse air quality designations than that of the stationary source requiring the offsets.
- 303.4.5 In no case shall halogenated hydrocarbons, exempt compounds or any other compound excluded from the definition of reactive organic compounds, be used as offsets for reactive organic compounds.
- 303.4.6 For sources which have provided full offsets of total suspended particulate (TSP), the PM10 emissions from an existing stationary source shall be recalculated from the TSP emission increases and decreases which have occurred since December 31, 1976, using PM10 emission factors. When PM10 emission factors do not exist, it shall be assumed that 50% of the TSP is PM10.
- 303.5 Timing of Quarterly Emission Offsets: Sufficient offsets shall be provided, from the same calendar quarter as the proposed emission increase, with the following exceptions:
- 303.5.1 Emission reductions of reactive organic compounds or nitrogen oxides during the quarters starting April 1 or July 1 may be used to offset emission increases of the same pollutants during any calendar quarter.
- 303.5.2 Emission reductions of carbon monoxide during the quarters starting January 1 or October 1 may be used to offset emission increases of carbon monoxide during any calendar quarter.
- 303.5.3 Emission reductions of PM10 or PM2.5 during the quarters starting January 1 or October 1 may be used to offset emission increases of PM10 or PM2.5 during any calendar quarter.
- 303.5.4 Emission reductions of sulfur oxides during any quarter may be used to offset emission increases of sulfur oxides during any calendar quarter.
- 303.6 Interpollutant Offsets
- 303.6.1 The APCO may approve interpollutant offsets for precursor pollutants on a case by case basis, provided that the applicant demonstrates, through the use of an air quality model, that the emission increases from the new or modified source will not cause or contribute to a violation of an ambient air quality standard.
- 303.6.2 Interpollutant offsets between PM10 and PM10 precursors are allowed only if PM10 precursors contribute significantly to the PM10 levels that exceed the PM10 ambient standards.
- 303.6.3 PM10 emissions shall not be allowed to offset nitrogen oxides or reactive organic compound emissions in ozone nonattainment areas,

nor be allowed to offset sulfur oxide emissions in sulfate nonattainment areas.

303.6.4 Interpollutant emission offsets between PM_{2.5} precursors are not allowed unless modeling demonstrates that PM_{2.5} interpollutant offset ratios are appropriate in an approved PM_{2.5} attainment plan.

303.6.5 EPA and ARB must concur with all proposed interpollutant offsets ratios prior to use.

303.7 Intra-District Offsets

303.7.1 ERCs generated in another district may be used to offset emission increases in Placer County.

303.7.2 If the ERC generating source and the source with the proposed emissions increase are not in the same air basin, both of the following requirements must be met:

- a. The ERC generating source must be located in an upwind district that is classified, pursuant to Health and Safety Code Section 40910 et seq., as being in the same or a worse nonattainment status than the downwind district where the stationary source with the proposed emission increases will be located.
- b. The stationary source at which the emission increases are to be offset must be located in a downwind district that is overwhelmingly impacted, as determined pursuant to Health and Safety Code Section 39610, by emissions transported from the upwind district where the ERC generating source is located.

303.7.3 Any offset credited to a stationary source in one district using offsets obtained from reductions at a stationary source in another district shall be approved by a resolution adopted by the governing boards of both the upwind and downwind districts, after taking into consideration the impact of the offset on air quality, public health, and the regional economy. The District's governing board may delegate to the APCO the Board's authority to approve the offsets credited.

303.7.4 For ERCs generated in another district, the District may adjust the value of such credits to reflect any District requirements that would have applied if the credits had been generated within the District.

303.8 Emission Reductions, Shutdowns, and Curtailments: Actual emission reductions from an internal shutdown or curtailment of a permitted emission unit may be credited for the purposes of providing internal offsets provided:

303.8.1 The crediting of emission reductions from source shutdowns and curtailments comply with the current U.S. Environmental Protection Agency emissions trading policy and applicable federal regulations; and

303.8.2 Emissions reductions are ensured by federally enforceable emission limitations contained in the Permit to Operate, or the permanent surrender or cancellation of the Permit to Operate; and

303.8.3 If the shutdown emission unit is being replaced with a new or modified emission unit, the APCO may allow a maximum of 90 days as a

shakedown period for simultaneous operation of the existing and the new or modified emission unit.

303.9 Exemptions From Offset Requirements

- 303.9.1 Offsets shall not be required for temporary sources or portable equipment, if the emissions from such units do not constitute a major source or major modification to a major source.
- 303.9.2 Offsets shall not be required for an emergency engine which is used exclusively for testing, maintenance and emergency use, if the emissions from the emergency engine, excluding emergency use, do not exceed the offset limit by itself.
- 303.9.3 Offsets shall not be required for increases in carbon monoxide emissions if the applicant, using an Air Quality Model approved by the APCO, demonstrates that the increase in ambient concentration does not exceed 500 micrograms per cubic meter, 8 hour average, at or beyond the property line of the stationary source.
- 303.9.4 The requirement to provide offsets shall not apply to the following:
- a. Relocation of emissions units solely within only one air basin within the District, and the relocation does not result in any increase in potential to emit.
 - b. Replacement emissions units, provided the replacement does not constitute a major source or major modification.
 - c. Modifications necessary to comply with any regulations contained in Regulation 2 – PROHIBITIONS, or in the SIP, unless the modification will result in a major modification. This provision does not apply to changes in production rate, hours of operation, or any other change or modification not required for compliance with Regulation 2 or the SIP.
 - d. If requested by the APCO, the applicant shall demonstrate through the use of an air quality model that the emission increases from the new or modified source will not cause or contribute to a violation of an ambient air quality standard.

304 MAJOR SOURCE ADMINISTRATIVE REQUIREMENTS: The following administrative requirements shall apply to any new major source or major modification regulated by the rule. Power plants over 50 megawatts shall be subject to the additional requirements of Section 500.

- 304.1 Alternative Siting: The applicant shall prepare an analysis functionally equivalent to the requirements of Division 13 of the Public Resources Code (California Environmental Quality Act-CEQA). The District will not issue an Authority to Construct unless the APCO has concluded, based on the information included in the Alternative Siting Analysis that the benefits of the proposed source significantly outweigh the environmental and social cost imposed as a result of its location, construction, or modification.
- 304.2 Certification of Compliance: The owner or operator of the proposed new or modified source has certified that all existing major stationary sources owned or operated by such person (or by any entity controlling, controlled by, or under

common control with such person) in California which are subject to emission limitations are in compliance, or on an expeditious schedule for compliance, with all applicable emission limitations and standards.

- 304.3 Potential Visibility Impacts: The APCO shall consult with the Federal Land Manager on a proposed major stationary source or major modification that may impact visibility in any Class 1 Area, in accordance with 40 CFR 51.307 if the net emissions increase from the new or modified source exceeds 10 tons/year of PM_{2.5}, 15 tons/year of PM₁₀, or 40 tons/year of NO_x; and the location of the source, relative to the closest boundary of a specified federal Class I area is within 20 miles.

305 GENERAL PROVISIONS

- 305.1 Air Quality Models: All estimates of ambient concentrations required pursuant to this rule shall be based on applicable air quality models, databases, and other requirements specified in 40 CFR Part 51, Appendix W ("Guideline on Air Quality Models"). Where an air quality model specified in 40 CFR Part 51, Appendix W ("Guideline on Air Quality Models") is inappropriate, the model may be modified or another model substituted. Such a modification or substitution of a model may be made on a case-by-case basis or, where appropriate, on a generic basis. Written approval from the United States Environmental Protection Agency (EPA) must be obtained for any modification or substitution. In addition, use of a modified or substituted model must be subject to notice and opportunity for public comment.

- 305.2 Ambient Air Quality Standards: In no case shall emissions from the new or modified stationary source prevent or interfere with the attainment or maintenance of any applicable ambient air quality standard. The Air Pollution Control Officer (APCO) may require the use of an air quality model to estimate the effects of a new or modified stationary source. The analysis shall estimate the effects of the new or modified stationary source, and verify that the new or modified stationary source will not prevent or interfere with the attainment or maintenance of any ambient air quality standard. In making this determination the APCO shall take into account the mitigation of emissions through offsets pursuant to this rule and the impacts of transported pollutants on downwind pollutant concentrations. The APCO may impose, based on an air quality analysis, offset ratios greater than the requirements of Section 303.2.

400 APPLICATION PROCESSING

- 401 **REQUIREMENT TO SUBMIT APPLICATION:** Any person building, erecting, altering or replacing any article, machine, equipment or other contrivance, the use of which may cause, eliminate, reduce, or control the issuance of air contaminants, shall first obtain authorization for such construction from the APCO as specified in this rule. Exemptions from this requirement are listed in Rule 501, GENERAL PERMIT REQUIREMENTS. The application shall be submitted on forms supplied by the District.
- 402 **COMPLETE APPLICATION REQUIREMENT:** The APCO shall determine whether an application is complete no later than 30 days after receipt of the application, or after such longer time period that the applicant and the APCO have agreed to in writing.

If the APCO determines that the application is not complete, the applicant shall be notified in writing of the decision specifying the information required. Upon receipt of any re submittal of the application, a new 30-day period to determine completeness shall begin. Completeness of an application or a re-submitted application shall be evaluated on the basis of the information requirements set forth in District regulations as they exist on

the date on which the application or re-submitted application was received, or when the CEQA-related information which satisfies the requirements of the District's CEQA Guidelines has been received, whichever is later.

The APCO may, during the processing of the application, request an applicant to clarify, amplify, correct, or otherwise supplement the information submitted in the application.

- 403 PRELIMINARY DECISION:** Following acceptance of an application as complete, the APCO shall perform the evaluations required to determine compliance with all applicable District rules and regulations and make a preliminary written decision as to whether an Authority to Construct should be approved, conditionally approved, or denied.

The decision shall be based on the Section 300 standards in force on the date the application is deemed complete, except when a new federal requirement not yet incorporated into this Rule applies to the new or modified source.

When the District is the CEQA Lead Agency for a project, the APCO shall not issue a preliminary decision until the draft Environmental Impact Report or Negative Declaration is available for public review. The decision shall be supported by a succinct written analysis. For projects requiring offsets, the APCO shall transmit its preliminary written decision and analysis to the California Air Resources Board and the U.S. Environmental Protection Agency for a 45 day review period.

404 TIMING FOR FINAL ACTION

- 404.1** The APCO shall not take final action for any project for which an Environmental Impact Report (EIR) or a Negative Declaration is being prepared until a final EIR for that project has been certified or a Negative Declaration for that project has been approved, and the APCO has considered the information in that final EIR or Negative Declaration.

The APCO shall take final action on the application within whichever of the following periods of time is longer:

404.1.1 Within 180 days after the certification of the final EIR or approval of the Negative Declaration, or

404.1.2 Within 180 days of the date on which the application was determined complete by the APCO.

- 404.2** Except as provided in Section 103, the APCO shall provide written notice of the final action to the applicant, any commenters, the U.S. Environmental Protection Agency, and the California Air Resources Board.

- 405 AUTHORITY TO CONSTRUCT AND PERMIT TO OPERATE CONTENT:** Each Authority to Construct and/or Permit to Operate issued by the APCO shall include the following minimum terms and conditions:

- 405.1** A provision stating that the emission unit shall be operated in a manner consistent with the application used to determine compliance with this rule.

- 405.2** The following emissions limitations shall be included, if applicable:

405.2.1 BACT emission limitations if required by Section 302. Such condition(s) shall be expressed in a manner consistent with testing procedures, such as ppmv NOx, g/liter VOC, or lbs/hr.

405.2.2 A quarterly emissions limitation for each offset pollutant, if offsets are required pursuant to Section 303.

405.2.3 An emission limitation (daily, monthly, or quarterly) shall be contained in the Authority to Construct and Permit to Operate for all NSR pollutants for which offsets are not being provided pursuant to Section 303, or when required to be consistent with ambient air quality standards.

405.3 Design, Operational, or Equipment Standards: If the APCO determines that technological or economic limitations on the application of measurement methodology to a particular class of sources would make the imposition of a numerical emission standard infeasible, the APCO may instead prescribe a design, operational, or equipment standard. In such cases, the District shall make its best estimate as to the emission rate that will be achieved and shall specify that rate in required submissions to the U.S. Environmental Protection Agency. Any Authority to Construct or permit issued without an enforceable numerical emission standard must contain enforceable conditions which assure that the design characteristics or equipment will be properly maintained, or that the operational conditions will be properly performed, so as to continuously achieve the assumed degree of control.

406 **PUBLICATION AND PUBLIC COMMENT:** If a proposed project is required to provide offsets pursuant to Section 303, or if a proposed project may emit increased actual lead emissions at a rate of 5 tons per year or greater, within ten calendar days following a preliminary decision, the APCO shall publish in at least one newspaper of general circulation in the District a notice stating the preliminary decision of the APCO, noting how the pertinent information can be obtained, and inviting written public comment for a 30-day period following the date of publication.

407 **PUBLIC INSPECTION:** Except as provided in Section 103, the APCO shall make available for public inspection at the District's office the information submitted by the applicant and the APCO's analysis no later than the date the notice of the preliminary decision is published. Information submitted which contains trade secrets shall be handled in accordance with Section 6254.7 of the California Government Code and relevant sections of the California Administrative Code. Further, all such information shall be transmitted no later than the date of publication to the California Air Resources Board and the U.S. Environmental Protection Agency regional office, and to any party which requests such information.

408 **DENIAL, FAILURE TO MEET STANDARDS:** The APCO shall deny any Authority to Construct or Permit to Operate if the APCO finds that the subject of the application would not comply with the standards set forth in District, state, or federal rules or regulations.

409 **DENIAL, FAILURE TO MEET CEQA:** The APCO shall deny any Authority to Construct or Permit to Operate if the APCO finds that the subject of the application would not comply with the standards set forth in CEQA.

410 **ISSUANCE, PERMIT TO OPERATE:** The APCO shall issue a Permit to Operate an emissions unit subject to the requirements of this rule after determining that all conditions specified in the Authority to Construct have been complied with or will be complied with by the dates specified on the Authority to Construct. Such applicable conditions shall be contained in the Permit to Operate. Where a new or modified stationary source is, in whole or in part, a replacement for an existing stationary source on the same property, the APCO may allow a maximum of 90 days as a shakedown period for simultaneous operation of the existing stationary source and the new source or replacement.

500 **ADDITIONAL PROVISIONS FOR POWER PLANTS:** This Section shall apply to power plants with maximum ratings equal to, or in excess of 50 megawatts proposed to be constructed in the District and for which a Notice of Intention (NOI) or Application for Certification (AFC) has been accepted by the California Energy Commission.

501 Within 14 days of receipt of a Notice of Intention, the APCO shall notify the California Air Resources Board and the California Energy Commission of the District's intent to participate in the Notice of Intention proceeding. If the District chooses to participate in the Notice of Intention proceeding, the APCO shall prepare and submit a report to the California Air Resources Board and the California Energy Commission prior to the conclusion of the non-adjudicatory hearing specified in Section 25509.5 of the California Public Resources Code. That report shall include, at a minimum:

501.1 A preliminary specific definition of Best Available Control Technology for the proposed facility;

501.2 A preliminary discussion of whether there is substantial likelihood that the requirements of this rule and all other District regulations can be satisfied by the proposed facility;

501.3 A preliminary list of conditions which the proposed facility must meet in order to comply with this rule or any other applicable District regulation.

The preliminary determinations contained in the report shall be as specific as possible within the constraints of the information contained in the Notice of Intention.

502 Upon receipt of an Application for Certification for a power plant, the APCO shall conduct a determination of compliance review. This determination shall consist of a review identical to that which would be performed if an application for an Authority to Construct had been received for the power plant. If the information contained in the Application for Certification does not meet the requirements of this rule, the APCO shall, within 20 calendar days of receipt of the Application for Certification, so inform the California Energy Commission, and the Application for Certification shall be considered incomplete and returned to the applicant for re-submittal.

503 The APCO shall consider the Application for Certification to be equivalent to an application for a permit to construct during the determination of compliance review, and shall apply all provisions of this rule which apply to applications for an Authority to Construct.

504 The APCO may request from the applicant any information necessary for the completion of the determination of compliance review. If the APCO is unable to obtain the information, the APCO may petition the presiding Commissioner of the California Energy Commission for an order directing the applicant to supply such information.

505 Within 180 days of accepting an Application for Certification as complete, the APCO shall make a preliminary decision on:

505.1 Whether the proposed power plant meets the requirements of this rule and all other applicable District regulations, and;

505.2 In the event of compliance, what permit conditions will be required including the specific Best Available Control Technology requirements and a description of required mitigation measures.

The preliminary written decision of this Section shall be treated as a preliminary decision under Section 403 of this Rule, and shall be finalized by the APCO only after being

subject to the public notice and comment requirements of Sections 406 and 407. The APCO shall not issue a determination of compliance for the power plant unless all requirements of this rule are met.

- 506** Within 240 days of the filing date, the APCO shall issue and submit to the California Energy Commission a determination of compliance or, if such a determination cannot be issued, shall so inform the California Energy Commission. A determination of compliance shall confer the same rights and privileges as an Authority to Construct only when and if the California Energy Commission approves the Application for Certification, and the California Energy Commission certificate includes all requirements of the conditions contained within the determination of compliance.
- 507** Any applicant receiving a certificate from the California Energy Commission pursuant to this Section and in compliance with all conditions of the certificate shall be issued a Permit to Operate by the APCO.

600 MONITORING AND RECORDS

- 601 RECORDKEEPING:** The following records shall be maintained for two years. Records shall be provided to the APCO upon request.
- 601.1 Emergency Engines: Records of hours of operation for maintenance purposes and for actual interruptions of electrical power. Such records shall include the date and hours of operation, as well as the reason for operation.
- 601.2 Portable and Temporary Equipment: Records of operating location(s) and corresponding dates of operation.

1. The Board shall establish a committee to study the feasibility of establishing a local health department. The committee shall report to the Board within six months of its formation.

2. The Board shall establish a committee to study the feasibility of establishing a local health department. The committee shall report to the Board within six months of its formation.

3. The Board shall establish a committee to study the feasibility of establishing a local health department. The committee shall report to the Board within six months of its formation.

4. The Board shall establish a committee to study the feasibility of establishing a local health department. The committee shall report to the Board within six months of its formation.

5. The Board shall establish a committee to study the feasibility of establishing a local health department. The committee shall report to the Board within six months of its formation.

6. The Board shall establish a committee to study the feasibility of establishing a local health department. The committee shall report to the Board within six months of its formation.

7. The Board shall establish a committee to study the feasibility of establishing a local health department. The committee shall report to the Board within six months of its formation.

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11464 B Avenue, Auburn, CA 95603 • (530) 889-7130 • Fax (530) 889-7107
www.placer.ca.gov/apcd

August 21, 2002

ADVISORY NOTICE FOR GASOLINE DISPENSING FACILITIES

This advisory notice is intended for all persons who are required to *have a Permit to Operate for a retail or a non-retail gasoline dispensing facility* in Placer County. Information is provided below regarding Enhanced Vapor Recovery regulations and Air Toxics Review of new and/or existing gasoline dispensing facilities.

ENHANCED VAPOR RECOVERY

On April 1, 2001, the California Air Resources Board (ARB) adopted an "Enhanced Vapor Recovery" (EVR) program that seeks to fix existing problems with service station vapor recovery systems. This EVR Program will phase in new standards over a four (4) year period to achieve a total of 25 tons per day in statewide VOC emission reductions over the performance of existing systems. By April 1, 2005, all underground tanks will need to change to the new EVR equipment.

In the June 2002 Advisory sent out with this fiscal year's billing for your permits, the District noted that any changes that require an upgrade to EVR equipment requires an Authority to Construct. Based on clarification and information obtained from the California Air Resources Board (CARB), the District has refined the criteria for applying for and obtaining an Authority to Construct for the installation of Phase I EVR equipment.

The District is classifying the installation of Phase I EVR equipment into two categories: **major modifications** and **non-major modifications**.

A **major modification** is one in which underground excavation occurs and requires the replacement of Phase I vapor recovery equipment. All major modifications require an Authority to Construct prior to the installation of Phase I EVR replacement equipment.

A **non-major modification** occurs when replacing failed components on Phase I systems. All replacement parts must be EVR-certified parts or components. However, if Phase I EVR components or parts are not compatible, pre-EVR certified parts or components may continue to be sold and used. For example, currently there are no certified Phase I EVR components for Phase I coaxial systems, thus non-EVR components can still be used in repairs. All facilities that replace Phase I equipment as a non-major modification are required to notify the District to assure that such replacement is not considered a major modification. Additionally, facilities will be required to apply for and obtain an Authority to Construct to "capture" these changes when the EVR systems must be demonstrated to be in place by April 1, 2005.

Further information on EVR can be found at the CARB website under Programs at www.arb.ca.gov

AIR TOXICS REVIEW

Background

The Air Toxics "Hot Spots" Information and Assessment Act was enacted in September 1987, with subsequent amendments. The Air Toxics "Hot Spots" Act establishes a formal air toxics emission inventory risk quantification program that Districts manage. The goal of the Air Toxics "Hot Sports" Act is to:

- ? collect emission data indicative of routine predictable releases of toxic substances to the air;
- ? identify facilities having localized impacts;
- ? evaluate health risks from exposure to the emissions;
- ? notify nearby residents of significant risks; and
- ? reduce risk below the determined level of significance.

Those facilities that pose a potentially significant health risk are required to reduce their risks, thereby reducing the near-source exposure of Californians to toxic air pollutants. Significant risks posed by facilities require public notification and if requested, districts must make health risk assessments available for public review.

The District is evaluating both proposed and existing GDFs to determine the cancer risk that is based upon annual gasoline throughput. Listed below is the specific process for proposed and existing facilities.

For proposed facilities, the District is using an initial health risk screening that is based upon the proposed annual throughput for the facility. For those facilities proposing to pump 1.5 million gallons of gasoline or more a year (i.e. those that have a cancer risk greater than 10-in-a-million), a slightly refined risk screening analysis will be conducted by utilizing distance information from the centroid of the pump islands to the nearest commercial and residential structures. If the cancer risk remains greater than 10-in-a-million following the refined risk assessment, a gasoline throughput limitation will be placed upon the facility. This limitation will be based on a gasoline throughput that will reduce the cancer risk too less than 10-in-a-million. If the applicant chooses, a detailed health risk assessment, approved by the District, may be conducted by the applicant or risk reduction measures may be implemented to reduce emissions. These steps may result in the 10-in-a-million cancer risk threshold being exceeded at a higher annual gasoline throughput limitation.

For existing GDFs, the District is reviewing the high throughput facilities that have an initial screening of greater than 10-in-a-million cancer risk. Information regarding distances from the centroid of the pump islands to the nearest commercial and residential structures is being gathered to refine the initial screening. If the cancer risk remains greater than 10-in-a-million, then the risk analysis will be submitted to the facility for review and comment before being forwarded to the Office of Environmental Health Hazard Assessment (OEHHA) for approval.

Following OEHHA approval of the risk assessment, Public Notification is required of all persons exposed in accordance with adopted District policies, and risk reduction through gasoline throughput curtailment or improved emission controls will be required. These requirements are likely to apply to only those facilities that have a very high annual throughput and with neighbors in close proximity.

This advisory notice and other previously issued advisories can be found on our website at www.placer.ca.gov/apcd or by calling Ms. Ann Hobbs at (530) 889-7137.

NATHAN L. SCHEG
CHRISTOPHER C. M. WAUD

IRONHORSE LAW GROUP

A PROFESSIONAL LAW CORPORATION

2121 NORTH CALIFORNIA BLVD., SUITE 290
WALNUT CREEK, CA 94596
TELEPHONE: (925) 399-6108
FACSIMILE: (925) 215-8427

July 23, 2020

VIA EMAIL ONLY

CityCouncil@roseville.ca.us

City of Roseville City Council
311 Vernon Street
Roseville, CA 95678

RE: WRSP PCL F-31 - The Plaza at Blue Oaks (File #PL17-0368)
Response to SWAPE Comments for WRSP PCL F-31 – The Plaza at Blue Oaks
(File #PL17-0368)

Dear Council Members:

This office represents West Roseville Project Development Company, Inc., the project owner ("Owner"), and Signature Management Company, the project developer ("Developer"), of the above-referenced project. The purpose of this letter is to provide a response to the June 26, 2020 letter from the Law Offices of Robert M. Bone, and accompanying comments from SWAPE, a technical consultant, representing an unincorporated association of Roseville community residents (the "Association"), to the City Council ("Council") in support of the Association's appeal of the May 14, 2020 decision of the Planning Commission to approve the Project's Initial Study/Mitigated Negative Declaration ("IS/MND") (the "Appeal").

In its comments, SWAPE identifies alleged inadequacies with the following sections of the Initial Study checklist: Section IX (Hazards and Hazardous Materials), Section III (Air Quality), and Section VIII (Greenhouse Gases). Planning staff prepared a detailed Response to SWAPE Comments dated July 15, 2020.

Owner and Developer agree with the Planning Commission's well-supported conclusion that the Initial Study adequately evaluates, discloses, and mitigates the Project's environmental impacts and a Mitigated Negative Declaration is the appropriate environmental determination for the Project. Owner and Developer also assert that all aspects of CEQA with regard to the IS/MND have been fully complied with and that an Environmental Impact Report ("EIR") is not required for the Project. Owner and Developer further assert that the Project is consistent with the General Plan, Bicycle Master Plan, Pedestrian Master Plan; City site design guidelines; and tree protection ordinances.

Simply put, the Association fails to meet the established legal threshold for requiring the preparation of an EIR. CEQA requires the preparation of an EIR whenever an agency proposes to approve or implement a project that "may have a significant effect on the environment." (§§ 21100, 21151.) "If there is no substantial evidence of any significant environmental impact, however, the agency may [instead] adopt a negative declaration." (City of Redlands v. County

July 23, 2020

Page 2

of San Bernardino, (2002) 96 Cal.App.4th 398, 405.) A *mitigated* negative declaration may be utilized by an agency when a project as initially proposed may have a significant effect on the environment but will not have a significant environmental effect because changes have been made or agreed on that mitigate such potential effects. (Cal. Code Regs. tit. 14, § 15071(e)). In evaluating a claim that an agency improperly approved a project by using a negative declaration, rather than preparing an EIR, a trial court applies the "fair argument" test. (Porterville Citizens for Responsible Hillside Development v. City of Porterville, (2007) 157 Cal.App.4th 885, 899.) "Under this test, the agency must prepare an EIR whenever substantial evidence in the record supports a fair argument that a proposed project may have a significant effect on the environment." (Gentry v. City of Murrieta, (1995) 36 Cal.App.4th 1359, 1399-1400.) In that instance, a trial court's function is to decide whether substantial evidence supports the agency's conclusion as to whether a fair argument of environmental impact could be made. (Id. at 1399.)

Like any petitioner challenging an agency's decision to proceed by negative declaration, the Association bears the burden of proof "to demonstrate by citation to the record the existence of substantial evidence supporting a fair argument of significant environmental impact." Gentry v. City of Murrieta (1995) 36 Cal.App.4th 1359, 1379. The Association cannot meet this burden.

As shown by the planning staff's analysis, *substantial evidence* in the record does not exist that would support a *fair argument* that the proposed project may have a *significant impact* on the environment. To the contrary, the substantial evidence shows that the proposed project will have a less-than-significant impact, an EIR is not required nor necessary, the MND is appropriate and sufficient, and the Planning Commission's conclusion as to same is correct.

Thank you for your consideration.

Sincerely,

IRONHORSE LAW GROUP PC

A handwritten signature in black ink, appearing to read "Nathan Scheg". The signature is fluid and cursive, with the first name "Nathan" and last name "Scheg" clearly distinguishable.

Nathan L. Scheg, Esq.

cc: Client (via email only)

RESOLUTION NO. 20-307

DENYING THE APPEAL FROM THE MAY 14, 2020 APPROVALS BY THE PLANNING COMMISSION; ADOPTING THE PLAZA AT BLUE OAKS INITIAL STUDY/MITIGATED NEGATIVE DECLARATION AND THE MITIGATION MONITORING AND REPORTING PROGRAM; ADOPTING THE FOUR (4) FINDINGS OF FACT AND APPROVING THE DESIGN REVIEW PERMIT SUBJECT TO ONE HUNDRED ONE (101) CONDITIONS OF APPROVAL; ADOPTING THE THREE (3) FINDINGS OF FACT AND APPROVING THE TENTATIVE SUBDIVISION MAP SUBJECT TO THIRTY-NINE (39) CONDITIONS OF APPROVAL; AND ADOPTING THE TWO (2) FINDINGS OF FACT AND APPROVING THE TREE PERMIT SUBJECT TO TWENTY (20) CONDITIONS OF APPROVAL

WHEREAS, on May 14, 2020, the Planning Commission held a public hearing on the Plaza at Blue Oaks Project (Project) located on West Roseville Specific Plan Parcel F-31, at 1950 Blue Oaks Boulevard; and

WHEREAS, the Project consists of an 82,100-square-foot shopping center consisting of a 35,000-square-foot anchor grocery store, a 12-pump gas station with a 3,500-square-foot-convenience store and car wash, and seven additional buildings ranging in size from approximately 3,750 square feet to 9,750 square feet; and

WHEREAS, on May 14, 2020, the Planning Commission considered and adopted the Plaza at Blue Oaks Mitigated Negative Declaration and associated Mitigation Monitoring and Reporting Program; and

WHEREAS, on May 14, 2020, the Planning Commission voted 6-0 to approve the Design Review Permit after finding that the Project was consistent with the following four (4) Findings of Fact:

1. The project as approved preserves and accentuates the natural features of the property, such as open space, topography, trees, wetlands and water courses, provides adequate drainage for the project, and allows beneficial use to be made of the site for development.
2. The project site design as approved provides open space, access, vehicle parking, vehicle, pedestrian and bicycle circulation, pedestrian walks and links to alternative modes of transportation, loading areas, landscaping and irrigation and lighting which results in a safe, efficient, and harmonious development and which is consistent with the applicable goals, policies and objectives set forth in the General Plan, the Community Design Guidelines and the applicable specific plan and/or applicable design guidelines.
3. The building design, including the materials, colors, height, bulk, size and relief, and the arrangement of the structures on the site, as approved is harmonious with other development and buildings in the vicinity and which is consistent with the applicable goals, policies and objectives set forth in the General Plan, the Community Design Guidelines and the applicable specific plan and/or applicable design guidelines.
4. The design of the public services, as approved, including, but not limited to, trash enclosures and service equipment are located so as not to detract from the appearance of

the site, and are screened appropriately and effectively using construction materials, colors and landscaping that are harmonious with the site and the building designs.

WHEREAS, on May 14, 2020, the Planning Commission voted 6-0 to approve the Tentative Subdivision Map for the Project after finding that the Project was consistent with the following three (3) Findings of Fact:

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 Title 18 (Subdivision Ordinance) of the Roseville Municipal Code.
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.

WHEREAS, on May 14, 2020, the Planning Commission voted 6-0 to approve the Tree Permit for the Project after finding that the Project was consistent with the following two (2) Findings of Fact:

1. Approval of the Tree Permit will not be detrimental to the public health, safety or welfare, and approval of the Tree Permit is consistent with the provisions of Chapter 19.66.
2. Measures have been incorporated into the project or permit to mitigate impacts to remaining trees or to provide replacement for trees removed.

WHEREAS, following the Planning Commission's approval, an appeal was submitted on May 26, 2020 based on concerns that the project had an inadequate environmental review; the project was not consistent with the General Plan, Bicycle Master Plan, and Pedestrian Master Plan; the project was in conflict with the City's site design guidelines; and based on concerns with the loss of oak trees; and

WHEREAS, a review of the record shows that the Project's Initial Study provides substantial evidence to support the Mitigated Negative Declaration finding, including technical studies prepared by qualified consultants including an Environmental Noise Assessment, Health Risk Analysis, and a short-term traffic study; and the initial study analysis relies on two certified Specific Plan Environmental Impact Reports (EIRs)—the West Roseville Specific Plan EIR and the Amoruso Ranch Specific Plan EIR; and

WHEREAS, the Project was designed consistent with the goals and policies of the General Plan, Bicycle Master Plan, and Pedestrian Master Plan; and

WHEREAS, the Project was designed consistent with the City's Community Design Guidelines pertaining to site planning and building siting; and

WHEREAS, the Project retains the existing native oak trees on the site to the extent feasible and mitigates for the loss of trees through a combination of on-site plantings and payment of in-lieu fees; and

WHEREAS, after holding a hearing on August 5, 2020 and considering the entire record, staff recommends that the City Council deny the appeal of the Planning Commission's approval of the Design Review Permit, Tentative Subdivision Map, and Tree Permit because the necessary findings of facts can be made; and

WHEREAS, staff recommends that the City Council adopt the Plaza at Blue Oaks Initial Study/Mitigated Negative Declaration and the Mitigation Monitoring and Reporting Program; and

WHEREAS, staff recommends that the City Council adopt the four (4) Findings of Fact for the Design Review Permit and approve the Design Review Permit subject to one hundred one (101) conditions of approval; and

WHEREAS, staff recommends that the City Council adopt the three (3) Findings of Fact for the Tentative Subdivision Map and approve the Tentative Subdivision Map subject to thirty-nine (39) conditions of approval; and

WHEREAS, staff recommends that the City Council adopt the two (2) Findings of Fact for the Tree Permit and approve the Tree Permit subject to twenty (20) conditions of approval; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville hereby denies the appeal of the Planning Commission's May 14, 2020 approval of the Design Review Permit, Tentative Subdivision Map, and Tree Permit; and

BE IT FURTHER RESOLVED that the Plaza at Blue Oaks Initial Study/Mitigated Negative Declaration and the Mitigation Monitoring and Reporting Program are hereby adopted; and

BE IT FURTHER RESOLVED that the four (4) Findings of Fact for the Design Review Permit are hereby adopted and the Design Review Permit is hereby approved subject to one hundred one (101) conditions of approval; and

BE IT FURTHER RESOLVED that the three (3) Findings of Fact for the Tentative Subdivision Map are hereby adopted and the Tentative Subdivision Map is hereby approved subject to thirty-nine (39) conditions of approval; and

BE IT FURTHER RESOLVED that the two (2) Findings of Fact for the Tree Permit are hereby adopted and the Tree Permit is hereby approved subject to twenty (20) conditions of approval.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

City Clerk

NOTICE OF INTENT TO ADOPT A MITIGATED NEGATIVE DECLARATION

Notice is hereby given that, as Lead Agency, the City of Roseville, Development Services Department, Planning Division has prepared an Initial Study leading to a **Mitigated Negative Declaration** for the project referenced below. This Mitigated Negative Declaration is available for public review and comment.

Project Title/File#: WRSP PCL F-31 – The Plaza at Blue Oaks; File #PL17-0368

Project Location: 1950 Blue Oaks Boulevard, Roseville, Placer County, CA; APN 017-117-093-000

Project Owner: Joe Zawidski, Signature Management Company

Project Applicant: Joe Zawidski, West Roseville Development Company, Inc.

Project Planner: Kinarik Shallow, Associate Planner

Project Description: The proposed project is a retail center consisting of a ±35,000 square-foot anchor grocery store, a 12-pump gas station with a ±3,500 square-foot convenience store and car wash, and seven additional buildings ranging in size from approximately 3,750 square feet to 9,750 square feet. The project includes a Design Review Permit to review the site design and proposed buildings, a Tree Permit to remove several native oak trees on the westerly portion of the site, and a Tentative Subdivision Map to subdivide the parcel into eight (8) lots.

Document Review and Availability: The public review and comment period begins on April 17, 2020 and ends on May 7, 2020. The **Mitigated Negative Declaration** may be reviewed online at

<https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8774505>

Written comments on the adequacy of the Mitigated Negative Declaration may be submitted to Kinarik Shallow, Associate Planner, at kshallow@roseville.ca.us and must be received no later than 5:00 pm on May 7, 2020. Due to the currently in place Placer County Stay at Home Directive, physical correspondence will not be able to be considered during the review period.

This project will be scheduled for a public hearing before the City's Planning Commission. At this hearing, the Planning Commission will consider the Mitigated Negative Declaration and associated project entitlements. The tentative hearing date is May 14, 2020.

Greg Bitter
Planning Manager

Dated: April 15, 2020

Publish: April 17, 2020

MITIGATED NEGATIVE DECLARATION

Project Title/File Number: WRSP PCL F-31 – The Plaza at Blue Oaks; File # PL17-0368
Project Location: 1950 Blue Oaks Boulevard, Roseville, Placer County, CA; APN 017-117-093-000
Project Applicant: Joe Zawidski, Signature Management Company
Property Owner: Joe Zawidski, West Roseville Development Company, Inc.
Lead Agency Contact Person: Kinarik Shallow, Associate Planner - City of Roseville; (916) 746-1309
Date: April 15, 2020

Project Description:

The proposed project is a retail center consisting of a ±35,000 square-foot anchor grocery store, a 12-pump gas station with a ±3,500 square-foot convenience store and car wash, and seven additional buildings ranging in size from approximately 3,750 square feet to 9,750 square feet. The project includes a Design Review Permit to review the site design and proposed buildings, a Tree Permit to remove several native oak trees on the westerly portion of the site, and a Tentative Subdivision Map to subdivide the parcel into eight (8) lots.

DECLARATION

The Planning Manager has determined that the above project will not have significant effects on the environment and therefore does not require preparation of an Environmental Impact Report. The determination is based on the attached initial study and the following findings:

- A. *The project will not have the potential to degrade the quality of the environment, substantially reduce the habitat of 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, rare or threatened species, reduce the number or restrict the range of rare or endangered plants or animals or eliminate important examples of the major periods of California history or prehistory.*
- B. *The project will not have the potential to achieve short-term, to the disadvantage of long-term, environmental goals.*
- C. *The project will not have impacts, which are individually limited, but cumulatively considerable.*
- D. *The project will not have environmental effects, which will cause substantial adverse effects on human beings, either directly or indirectly.*
- E. *No substantial evidence exists that the project may have a significant effect on the environment.*
- F. *The project incorporates all applicable mitigation measures identified in the attached initial study.*
- G. *This Mitigated Negative Declaration reflects the independent judgment of the lead agency.*

INITIAL STUDY & ENVIRONMENTAL CHECKLIST

Project Title/File Number:	WRSP PCL F-31 – The Plaza at Blue Oaks; File #PL17-0368
Project Location:	1950 Blue Oaks Boulevard, Roseville, Placer County, CA; APN 017-117-093-000
Project Description:	The proposed project is a retail center consisting of a ±35,000 square-foot anchor grocery store, a 12-pump gas station with a ±3,500 square-foot convenience store and car wash, and seven additional buildings ranging in size from approximately 3,750 square feet to 9,750 square feet. The project includes a Design Review Permit to review the site design and proposed buildings, a Tree Permit to remove several native oak trees on the westerly portion of the site, and a Tentative Subdivision Map to subdivide the parcel into eight (8) lots.
Project Applicant:	Joe Zawidski, Signature Management Company
Property Owner:	Joe Zawidski, West Roseville Development Company, Inc.
Lead Agency Contact:	Kinarik Shallow, Associate Planner; Phone (916) 746-1309

This initial study has been prepared to identify and assess the anticipated environmental impacts of the above described project application. The document relies on previous environmental documents (see Attachments) and site-specific studies prepared to address in detail the effects or impacts associated with the project. Where documents were submitted by consultants working for the applicant, City staff reviewed such documents in order to determine whether, based on their own professional judgment and expertise, staff found such documents to be credible and persuasive. Staff has only relied on documents that reflect their independent judgment, and has not accepted at face value representations made by consultants for the applicant.

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.

The initial study is a public document used by the decision-making lead agency to determine whether a project may have a significant effect on the environment. If the lead agency finds substantial evidence that any aspect of the project, either individually or cumulatively, may have a significant effect on the environment, regardless of whether the overall effect of the project is adverse or beneficial, the lead agency is required to prepare an EIR. If the agency finds no substantial evidence that the project or any of its aspects may cause a significant effect on the environment, a negative declaration shall be prepared. If in the course of analysis, the agency recognizes that the project may have a significant impact on the environment, but that by incorporating specific mitigation measures to which the applicant agrees, the impact will be reduced to a less than significant effect, a mitigated negative declaration shall be prepared.

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PROJECT DESCRIPTION

Project Location

The 13.35-acre project site is located on Parcel F-31 of the West Roseville Specific Plan (WRSP), at the northeast corner of Blue Oaks Boulevard and Fiddymment Road (Figure 1). The address of the project site is 1950 Blue Oaks Boulevard.

Figure 1: Project Location



Background

The WRSP was approved by City Council in February 2004. The WRSP area includes 3,162 acres in the northwest portion of the City, west of Fiddymment Road and generally north of Pleasant Grove Boulevard. An Environmental Impact Report (EIR) was certified with the WRSP (State Clearinghouse #2002082057), which examined the impacts of Specific Plan buildout. This addressed the major cumulative impacts of developing the Specific Plan as a whole, including the subject property (Parcel F-31).

Environmental Setting

The project site is currently undeveloped and is comprised mostly of annual grasslands and several native oak trees. The site varies in grade, with a high point on the site at ± 106 feet above sea level and the low point of the site at ± 83 feet above sea level. The site generally slopes downward on the southwestern and northwestern corners of the site, where the oak trees are located, and then becomes level with the roadways. Streetlights are located along the roadway frontages and utility poles exist along Blue Oaks Boulevard. Curb and gutter improvements exist along the perimeter of the property. Sidewalks are fully constructed along Fiddymment Road,

while partial sidewalks exist along the remainder of the site. The corner of Blue Oaks Boulevard and Fiddymment Road consists of a neighborhood entry feature including hardscape elements such as pilasters, raised planters, and small accent trees. The site is adjacent to Harvey Way to the north with an undeveloped High Density Residential parcel beyond, Oak Meadow Drive to the east with Fiddymment Ranch Apartments beyond, Blue Oaks Boulevard to the south with single-family residential uses beyond, and Fiddymment Road to the west with a Community Commercial parcel beyond. Additionally, Pleasant Grove Creek is located approximately one mile north of the site.

Table 1: Adjacent Zoning and Land Use

Location	Zoning	General Plan Land Use	Actual Use of Property
Site	Community Commercial (CC)	Community Commercial (CC)	Vacant
North	Harvey Way with Attached Housing (R3) beyond	High Density Residential (HDR-24.8)	Vacant
South	Blue Oaks Boulevard with Residential Mixed Use/Special Area-Del Webb Specific Plan (RMU/SA-DW)	Low Density Residential (LDR-5)	Single-family residential
East	Oak Meadow Drive with R3 beyond	HDR-25	Apartment Complex
West	Fiddymment Road with CC beyond	CC	Medical Office

Proposed Project

The proposed project is a retail center consisting of a ±35,000 square-foot anchor grocery store, a 12-pump gas station with a ±3,500 square-foot convenience store and car wash, and seven additional buildings ranging in size from approximately 3,750 square feet to 9,750 square feet, as well as associated parking, lighting, and landscaping. The total building square footage will be approximately 82,100 square feet. The project includes a Design Review Permit to review the site design and proposed buildings, a Tree Permit to remove several native oak trees on the westerly portion of the site, and a Tentative Subdivision Map to subdivide the parcel into eight (8) lots. No building is being proposed on Lot 2 at this time, which will be located on the northeastern corner of the site and will consist of approximately 1.3 acres.

CITY OF ROSEVILLE MITIGATION ORDINANCES, GUIDELINES, AND STANDARDS

For projects that are consistent with the development density established by existing zoning, community plan, or general plan policies for which an EIR was certified, CEQA Guidelines section 15183(f) allows a lead agency to rely on previously adopted development policies or standards as mitigation for the environmental effects, when the standards have been adopted by the City, with findings based on substantial evidence, that the policies or standards will substantially mitigate environmental effects, unless substantial new information shows otherwise (CEQA Guidelines §15183(f)). The City of Roseville adopted CEQA Implementing Procedures (Implementing Procedures) which are consistent with this CEQA Guidelines section. The current version of the Implementing Procedures were adopted in April 2008, along with Findings of Fact, as Resolution 08-172. The below regulations and ordinances were found to provide uniform mitigating policies and standards, and are applicable

to development projects. The City's Mitigating Policies and Standards are referenced, where applicable, in the Initial Study Checklist.

- City of Roseville 2035 General Plan
- City of Roseville Zoning Ordinance (RMC Title 19)
- City of Roseville Improvement Standards (Resolution 02-37)
- City of Roseville Construction Standards (Resolution 01-208)
- Subdivision Ordinance (RMC Title 18)
- Noise Regulation (RMC Ch.9.24)
- Flood Damage Prevention Ordinance (RMC Ch.9.80)
- Drainage Fees (Dry Creek [RMC Ch.4.49] and Pleasant Grove Creek [RMC Ch.4.48])
- West Placer Stormwater Quality Design Manual (Resolution 16-152)
- Urban Stormwater Quality Management and Discharge Control Ordinance (RMC Ch. 14.20)
- Traffic Mitigation Fee (RMC Ch.4.44)
- Highway 65 Joint Powers Authority Improvement Fee (Resolution 2008-02)
- South Placer Regional Transportation Authority Transportation and Air Quality Mitigation Fee (Resolution 09-05)
- Tree Preservation Ordinance (RMC Ch.19.66)
- Community Design Guidelines (Resolution 95-347)
- Specific Plan Design Guidelines:
 - o West Roseville Specific Plan and Design Guidelines (Resolution 04-40)

OTHER ENVIRONMENTAL DOCUMENTS RELIED UPON

- Amoruso Ranch Specific Plan Final Environmental Impact Report
- West Roseville Specific Plan Environmental Impact Report (SCH #2002082057)

Pursuant to CEQA Guidelines Section 15183, any project which is consistent with the development densities established by zoning, a Community Plan, or a General Plan for which an EIR was certified shall not require additional environmental review, except as may be necessary to examine whether there are project-specific significant effects which are peculiar to the project or its site. The Amoruso Ranch Specific Plan EIR updated the City's General Plan to 2035, and updated Citywide analyses of traffic, water supply, water treatment, wastewater treatment, and waste disposal. The proposed project is consistent with the adopted land use designations examined within the environmental documents listed above. This Initial Study focuses on effects particular to the specific project site, impacts which were not analyzed within the EIR, and impacts which may require revisiting due to substantial new information. When applicable, the topical sections within the Initial Study summarize the findings within the environmental documents listed above. The analysis, supporting technical materials, and findings of the environmental document are incorporated by reference, and are available for review at the Civic Center, 311 Vernon Street, Roseville, CA.

EXPLANATION OF INITIAL STUDY CHECKLIST

The California Environmental Quality Act (CEQA) Guidelines recommend that lead agencies use an Initial Study Checklist to determine potential impacts of the proposed project on the physical environment. The Initial Study Checklist provides a list of questions concerning a comprehensive array of environmental issue areas potentially affected by this project. This section of the Initial Study incorporates a portion of Appendix G Environmental

Checklist Form, contained in the CEQA Guidelines. Within each topical section (e.g. Air Quality) a description of the setting is provided, followed by the checklist responses, thresholds used, and finally a discussion of each checklist answer.

There are four (4) possible answers to the Environmental Impacts Checklist on the following pages. Each possible answer is explained below:

- 1) A “Potentially Significant Impact” is appropriate if there is enough relevant information and reasonable inferences from the information that a fair argument based on substantial evidence can be made to support a conclusion that a substantial, or potentially substantial, adverse change may occur to any of the physical conditions within the area affected by the project. When one or more “Potentially significant Impact” entries are made, an EIR is required.
- 2) A “Less Than Significant With Mitigation” answer is appropriate when the lead agency incorporates mitigation measures to reduce an impact from “Potentially Significant” to “Less than Significant.” For example, floodwater impacts could be reduced from a potentially-significant level to a less-than-significant level by relocating a building to an area outside of the floodway. The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less-than-significant level. Mitigation measures are identified as MM followed by a number.
- 3) A “Less Than significant Impact” answer is appropriate if there is evidence that one or more environmental impacts may occur, but the impacts are determined to be less than significant, or the application of development policies and standards to the project will reduce the impact(s) to a less-than-significant level. For instance, the application of the City’s Improvement Standards reduces potential erosion impacts to a less-than-significant level.
- 4) A “No Impact” answer is appropriate where it can be demonstrated that the impact does not have the potential to adversely affect the environment. For instance, a project in the center of an urbanized area with no agricultural lands on or adjacent to the project area clearly would not have an adverse effect on agricultural resources or operations. A brief explanation is required for all answers except “No Impact” answers that are adequately supported by the information sources cited in the Initial Study. Where a “No Impact” answer is adequately supported by the information sources cited in the Initial Study, further narrative explanation is not required. A “No Impact” answer is explained when it is based on project-specific factors as well as generous standards.

All answers must take account of the whole action involved, including off- and on-site, indirect, direct, construction, and operation impacts, except as provided for under State CEQA Guidelines.

INITIAL STUDY CHECKLIST

I. Aesthetics

The project site is located in a typical urbanized setting within a commercially zoned area of the City and is adjacent to roadways on all four sides. Public views of the site are from Blue Oaks Boulevard and Fiddymont Road, both arterial roadways, and its adjacent sidewalks. Public views are also from Harvey Way and Oak Meadow Drive, which are considered primary residential streets. The site is undeveloped and contains several native oak trees with grasses and small annual plants. The project will allow construction of a commercial shopping center consisting of multiple buildings totaling approximately 82,100 square feet. Surrounding uses include an undeveloped High Density Residential parcel to the north, an apartment complex (currently under construction) to the east, a single-family subdivision to the south, and a medical office building to the west.

Except as provided in Public Resources Code Section 21099, would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Have a substantial adverse effect on a scenic vista?				X
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?				X
c) In non-urbanized areas, 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?			X	
d) Create a new source of substantial light or glare, which would adversely affect day or nighttime views in the area?			X	

Thresholds of Significance and Regulatory Setting:

The significance of an environmental impact cannot always be determined through the use of a specific, quantifiable threshold. CEQA Guidelines Section 15064(b) affirms this by the statement “an ironclad definition of significant effect is not always possible because the significance of an activity may vary with the setting.” This is particularly true of aesthetic impacts. As an example, a proposed parking lot in a dense urban center would have markedly different visual effects than a parking lot in an open space area. For the purpose of this study, the significance thresholds are as stated in CEQA Guidelines Appendix G, as shown in a–d of the checklist below. The Findings of the Implementing Procedures indicate that compliance with the Zoning Ordinance (e.g. building height, setbacks, etc.), Subdivision Ordinance (RMC Ch. 18), Community Design Guidelines (Resolution 95-347), and applicable Specific Plan Policies and/or Specific Plan Design Guidelines will prevent significant impacts in urban settings as it relates to items a and b, below.

Discussion of Checklist Answers:

a–b) There are no designated or eligible scenic vistas or scenic highways within or adjacent to the City of Roseville.

c) The project site is in an urban setting and has street frontage on all four sides, with a future high density residential parcel to the north, a multi-family apartment complex to the east, low density residential uses to the south, and commercial uses to the west. The City of Roseville has adopted Community Design Guidelines (CDG) to establish common design elements and expectations for development within the City. The CDG includes provisions related to architectural design, site design and landscape design, to enhance the visual character of the urban environment. The CDG recommends preserving, to the extent feasible, visual resources such as native oak trees and creek or wetland resources. The site does not contain any creek or wetland resources; however, the project will require the removal of twenty-four (24) native oak trees on the project site, and therefore requires a Tree Permit. Consistent with the City's Tree Preservation ordinance (RMC Ch. 19.66), the Tree Permit would contain conditions of approval that include protective measures for the trees to remain on site, and mitigation measures that include payment of in-lieu mitigation fees to compensate for oak tree encroachment and removal. The project has been reviewed by City staff and was found to be consistent with the goals and policies of the CDG, the WRSP, and applicable zoning regulations. As such, impacts of the project related to this criterion are less than significant.

d) The project involves nighttime lighting to provide for the security and safety of project users. However, the project is already located within an urbanized setting with many existing lighting sources. Lighting for the project is conditioned to comply with City standards (i.e., Community Design Guidelines) to limit the height of light standards and to require cut-off lenses and glare shields to minimize light and glare impacts. The project will not create a new source of substantial light. None of the project elements are highly reflective, and therefore the project will not contribute to an increased source of glare. Impacts of the project are less than significant.

II. Agricultural & Forestry Resources

The State Department of Conservation oversees the Farmland Mapping and Monitoring Program, which was established to document the location, quality, and quantity of agricultural lands, and the conversion of those lands over time. The primary land use classifications on the maps generated through this program are: Urban and Built Up Land, Grazing Land, Farmland of Local Importance, Unique Farmland, Farmland of Statewide Importance, and Prime Farmland. According to the current California Department of Conservation Placer County Important Farmland Map (2012), the majority of the City of Roseville is designated as Urban and Built Up Land and most of the open space areas of the City are designated as Grazing Land. There are a few areas designated as Farmland of Local Importance and two small areas designated as Unique Farmland located on the western side of the City along Baseline Road. The current Williamson Act Contract map (2013/2014) produced by the Department of Conservation shows that there are no Williamson Act contracts within the City, and only one (on PFE Road) that is adjacent to the City. None of the land within the City is considered forest land by the Board of Forestry and Fire Protection.

Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
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?				X

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?				X
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))?				X
d) Result in the loss of forest land or conversion of forest land to non-forest use?				X
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?				X

Thresholds of Significance and Regulatory Setting:

Unique Farmland, Farmland of Statewide Importance, and Prime Farmland are called out as protected farmland categories within CEQA Guidelines Appendix G. Neither the City nor the State has adopted quantified significance thresholds related to impacts to protected farmland categories or to agricultural and forestry resources. For the purpose of this study, the significance thresholds are as stated in CEQA Guidelines Appendix G, as shown in a–e of the checklist above.

Discussion of Checklist Answers:

a–e) The project site is not used for agricultural purposes, does not include agricultural zoning, is not within or adjacent to one of the areas of the City designated as a protected farmland category on the Placer County Important Farmland map, is not within or adjacent to land within a Williamson Act Contract, and is not considered forest land. Given the foregoing, the proposed project will have no impact on agricultural resources.

III. Air Quality

The City of Roseville, along with the south Placer County area, is located in the Sacramento Valley Air Basin (SVAB). The SVAB is within the Sacramento Federal Ozone Non-Attainment Area. Under the Clean Air Act, Placer County has been designated a "serious non-attainment" area for the federal 8-hour ozone standard, "non-attainment" for the state ozone standard, and a "non-attainment" area for the federal and state PM₁₀ standard.

(particulate matter less than 10 microns in diameter). Within Placer County, the Placer County Air Pollution Control District (PCAPCD) is responsible for ensuring that emission standards are not violated.

Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Conflict with or obstruct implementation of the applicable air quality plan?			X	
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?			X	
c) Expose sensitive receptors to substantial pollutant concentrations?			X	
d) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?			X	

Thresholds of Significance and Regulatory Setting:

In responding to checklist items a, b, and d, project-related air emissions would have a significant effect if they would result in concentrations that either violate an ambient air quality standard or contribute to an existing air quality violation. To assist in making this determination, the PCAPCD adopted thresholds of significance, which were developed by considering both the health-based ambient air quality standards and the attainment strategies outlined in the State Implementation Plan. The PCAPCD-recommended significance threshold for reactive organic gases (ROG) and nitrogen oxides (NO_x) is 82 pounds daily during construction and 55 pounds daily during operation, and for particulate matter (PM) is 82 pounds per day during both construction and operation. For all other constituents, significance is determined based on the concentration-based limits in the Federal and State Ambient Air Quality Standards. Toxic Air Contaminants (TAC) are also of public health concern, but no thresholds or standards are provided because they are considered to have no safe level of exposure. Analysis of TAC is based on the *Air Quality and Land Use Handbook – A Community Health Perspective* (April 2005, California Air Resources Board), which lists TAC sources and recommended buffer distances from sensitive uses. For checklist item c, the PCAPCD's *CEQA Air Quality Handbook (Handbook)* recommends that the same thresholds used for the project analysis be used for the cumulative impact analysis.

With regard to checklist item d, there are no quantified significance thresholds for exposure to objectionable odors. Significance is determined after taking into account multiple factors, including screening distances from odor sources (as found in the PCAPCD CEQA Handbook), the direction and frequency of prevailing winds, the time of day when odors are present, and the nature and intensity of the odor source.

Discussion of Checklist Answers:

a-b) Analyses are not included for sulfur dioxide, lead, and other constituents because there are no mass emission thresholds; these are concentration-based limits in the Federal and State Ambient Air Quality Standards which require substantial, point-source emissions (e.g. refineries, concrete plants, etc) before exceedance will occur, and the SVAB is in attainment for these constituents. Likewise, carbon monoxide is not analyzed because the SVAB is in attainment for this constituent, and it requires high localized concentrations (called carbon monoxide “hot spots”) before the ambient air quality standard would be exceeded. “Hot spots” are typically associated with heavy traffic congestion occurring at high-volume roadway intersections. The Amoruso Ranch EIR analysis of Citywide traffic indicated that 198 out of 226 signalized intersections would operate at level of service C or better—that is, they will not experience heavy traffic congestion. It further indicated that analyses of existing CO concentrations at the most congested intersections in Roseville show that CO levels are well below federal and state ambient air quality standards. The discussions below focus on emissions of ROG, NO_x, or PM.

PCAPCD recommends that lead agencies use the California Emissions Estimator Model (CalEEMod) to quantify a project's construction and operational emissions for criterial air pollutants (NO_x, ROG, and PM). The results are then compared to the significance thresholds established by the district, as detailed above. However, according to PCAPCD's published screening table, general commercial projects smaller than 249,099 square feet will not result in NO_x emissions that exceed 55 lbs/day, and therefore modeling is not required. Typically, NO_x emissions are substantially higher than ROG and PM₁₀; therefore, it can be assumed that projects that do not exceed the NO_x threshold will not exceed the ROG and PM₁₀ thresholds, and will not result in a significant impact related to operational emissions. The project proposes the construction of a shopping center consisting of six buildings totaling approximately 82,100 square feet, which is well below PCAPCD's modeled example. Thus, the project is not expected to result in construction or operational emissions that would exceed the district's thresholds for significance.

c) The project includes the construction of a gas station consisting of twelve (12) fuel pumps and an approximate 3,500 square-foot convenience store and car wash. A gasoline facility is a source of gasoline vapors that include TACs, primarily benzene. Prior to construction and operation of the gasoline facility, the applicant is required to obtain an Authority to Construct (ATC) permit from the PCAPCD. A Health Risk Analysis is required as part of the ATC permit in order to determine the potential cancer risk that will be generated as a result of the project. The applicant provided a project-specific Health Risk Analysis (Attachment 3), prepared by Trinity Consultants in March 2020, which concluded the annual amount of gasoline dispensed from the facility will be below the significance threshold for cancer risk of 10 in one million.

The Health Risk Analysis determined that the maximum cancer residential risk associated with the project would be 4.45 cancers/million, which is below the PCAPCD's significance threshold of 10 cancers/million. The Analysis determined that the maximum non-cancer risks at nearby homes would be a hazard index (HI) of 0.02 for maximum chronic non-cancer risk and an HI of 0.23 for maximum acute non-cancer risk, both numbers well below the PCAPCD's significance threshold of 1.0 HI for both chronic and acute non-cancer health risks. Based on these factors, impacts are less than significant.

d) Diesel fumes from construction equipment and delivery trucks are often found to be objectionable; however, construction is temporary and diesel emissions are minimal and regulated. Typical urban projects such as residences and retail businesses generally do not result in substantial objectionable odors when operated in compliance with City Ordinances (e.g. proper trash disposal and storage). The Project is a typical urban development that lacks any characteristics that would cause the generation of substantial unpleasant odors. Thus, construction and operation of the proposed project would not result in the creation of objectionable odors affecting a substantial number of people. A review of the project surroundings indicates that there are no substantial odor-generating uses near the project site; the project location meets the recommended screening distances from odor-generators provided by the PCAPCD. Impacts related to odors are less than significant.

IV. Biological Resources

The project site is currently undeveloped and consists of annual grasses and several native oak trees. City staff determined there are no evidence of wetlands or designated open space areas on the site.

Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
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?		X		
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?			X	
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?				X
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?				X

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?			X	
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?				X

Thresholds of Significance and Regulatory Setting:

There is no ironclad definition of significance as it relates to biological resources. Thus, the significance of impacts to biological resources is defined by the use of expert judgment supported by facts, and relies on the policies, codes, and regulations adopted by the City and by regulatory agencies which relate to biological resources (as cited and described in the Discussion of Checklist Answers section). Thresholds for assessing the significance of environmental impacts are based on the CEQA Guidelines checklist items a–f, above. Consistent with CEQA Guidelines Section 15065, a project may have a significant effect on the environment if:

The project has the potential to substantially 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; [or] substantially reduce the number or restrict the range of an endangered, rare or threatened species . . .

Various agencies regulate impacts to the habitats and animals addressed by the CEQA Guidelines checklist. These include the United States Fish and Wildlife Service, National Oceanic and Atmospheric Administration–Fisheries, United States Army Corps of Engineers, Central Valley Regional Water Quality Control Board, and California Department of Fish and Wildlife. The primary regulations affecting biological resources are described in the sections below.

Checklist item a addresses impacts to special status species. A “special status” species is one which has been identified as having relative scarcity and/or declining populations. Special status species include those formally listed as threatened or endangered, those proposed for formal listing, candidates for federal listing, and those classified as species of special concern. Also included are those species considered to be “fully protected” by the California Department of Fish and Wildlife (California Fish and Wildlife), those granted “special animal” status for tracking and monitoring purposes, and those plant species considered to be rare, threatened, or endangered in California by the California Native Plant Society (CNPS). The primary regulatory protections for special status species are within the Federal Endangered Species Act, California Endangered Species Act, California Fish and Game Code, and the Federal Migratory Bird Treaty Act (MBTA).

Checklist item b addresses all “sensitive natural communities” that may be affected by local, state, or federal regulations/policies while checklist item c focuses specifically on one type of such a community: federally-protected wetlands. Focusing first on wetlands, there are two questions to be posed in examining wet habitats: the first is whether the wetted area meets the technical definition of a wetland, making it subject to checklist item b, and the second is whether the wetland is subject to federal jurisdiction, making it subject to checklist item c.

The 1987 Army Corps Wetlands Delineation Manual is used to determine whether an area meets the technical criteria for a wetland. A delineation verification by the Army Corps verifies the size and condition of the wetlands and other waters in question, and determines the extent of government jurisdiction as it relates to Section 404 of the Federal Clean Water Act and Section 401 of the State Clean Water Act.

The Clean Water Act protects all “navigable waters”, which are defined as traditional navigable waters that are or were used for commerce, or may be used for interstate commerce; tributaries of covered waters; and wetlands adjacent to covered waters, including tributaries. Non-navigable waters are called isolated wetlands, and are not subject to either the Federal or State Clean Water Act. Thus, isolated wetlands are not subject to federal wetland protection regulations. However, in addition to the Clean Water Act, the State also has jurisdiction over impacts to surface waters through the Porter-Cologne Water Quality Control Act (Porter-Cologne), which does not require that waters be “navigable”. For this reason, isolated wetlands are regulated by the State of California pursuant to Porter-Cologne. The City of Roseville General Plan also provides protection for wetlands, including isolated wetlands, pursuant to the General Plan Open Space and Conservation Element. Federal, State and City regulations/policies all seek to achieve no net loss of wetland acreage, values, or function.

Aside from wetlands, checklist item b also addresses other “sensitive natural communities,” which includes any habitats protected by local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service. The City of Roseville General Plan Open Space and Conservation Element includes policies for the protection of riparian areas (streamside habitat) and floodplain areas; these are Vegetation and Wildlife section Policies 2 and 3. Policy 4 also directs preservation of additional area around stream corridors and floodplain if there is sensitive woodland, grassland, or other habitat which could be made part of a contiguous open space area. Other than wetlands, which were already discussed, US Fish and Wildlife and California Department of Fish and Wildlife habitat protections generally result from species protections, and are thus addressed via checklist item a.

For checklist item d, there are no regulations specific to the protection of migratory corridors. This item is addressed by an analysis of the habitats present in the vicinity and analyzing the probable effects on access to those habitats which will result from a project.

The City of Roseville Tree Preservation ordinance (RMC Ch.19.66) requires protection of native oak trees, and compensation for oak tree removal. The Findings of the Implementing Procedures indicate that compliance with the City of Roseville Tree Preservation ordinance (RMC Ch.19.66) will prevent significant impacts related to loss of native oak trees, referenced by item e, above.

Regarding checklist item f, there are no adopted Habitat Conservation Plans within the City of Roseville.

Discussion of Checklist Answers:

a) The project will require the removal of several oak trees, which could potentially provide habitat for nesting birds. Construction activities could also have the potential to disrupt offsite nesting species. A pre-construction nesting survey, **Mitigation Measure BIO-1**, is required in order to ensure that nesting birds are not harmed during construction. Ground disturbing activities shall not occur during the active nesting season, if it is necessary to conduct such activities during the nesting season, pre-construction surveys and mitigation as described in Mitigation Measure BIO-1, would be required. Compliance with Mitigation Measure BIO-1 will ensure that potential impacts to nesting birds are less than significant.

b-c) As discussed in the Environmental Setting, the project site is located in an urbanized area. The site is adjacent to paved roadways and is adjacent to residential and commercial uses. The property does not contain sensitive natural communities which are protected by federal, state or local policies, nor does it contain any wetlands; thus, the project will have no impact with regard to this criterion.

d) The City includes an interconnected network of open space corridors and preserves located throughout the City, to ensure that the movement of wildlife is not substantially impeded as the City develops. The development of the project site will not negatively impact these existing and planned open space corridors, nor is the project site located in an area that has been designated by the City, United States Fish and Wildlife, or California Department of Fish and Wildlife as vital or important for the movement of wildlife or the use of native wildlife nursery sites.

e) As defined by the City of Roseville Zoning Ordinance (Chapter 19.66, Tree Preservation), native oak trees greater than six (6") diameter at breast height are defined as protected. A Tree Permit is required for the removal of any protected tree, and for any regulated activity within the protected zone of a protected tree where the encroachment exceeds 20 percent. An arborist report including a tree inventory summary was provided by California Tree and Landscape Consulting, Inc., dated February 20, 2020 (Attachment 4). A total of 33 protected oak trees were identified on the property. Of the 33 trees, 28 trees with a total aggregate diameter of 721 inches are proposed for removal to facilitate development of the site, while five (5) trees are proposed to be retained (see Table 2 and Table 3). Eight (8) of the trees proposed for removal were identified as having failed and being in down and dead condition. These trees are identified in Table 2. The arborist's recommendations include monitoring any excavation for the retaining wall footings for the trees to remain on the site. The Tree Permit would contain conditions of approval to follow the recommendations of the Arborist Report, and mitigation measures that include payment of in-lieu mitigation fees to compensate for oak tree removal and on-site replacement plantings consisting of both native and non-native tree species. Any deviation from the approved permit would require a Tree Permit Modification, which would require approval by the City.

The above tree impacts were already anticipated and evaluated within the West Roseville Specific Plan EIR (prior EIR). The prior EIR included an evaluation of tree canopy loss within the entire Specific Plan area, and preserved the majority of the oak groves within open space. Figure 4.7-6 of the prior EIR (see Figure 3, EIR Tree Locations) shows the project site as a Community Commercial parcel, and identified the oak trees on this site as being lost due to development. The EIR estimated a total loss of nearly 6,000 inches of oak trees, and to offset this impact included a tree mitigation plan to plant nearly 7,000 oak trees within the WRSP open space. The proposed project is consistent with the prior EIR analysis, and thus does not result in new or previously undisclosed impacts to native oak tree resources. The EIR required future projects comply with the City's Tree Ordinance; this project includes a Tree Permit, consistent with the City's Tree Ordinance. Consistency with the requirements of the Tree Permit for this project will ensure that impacts are less than significant.

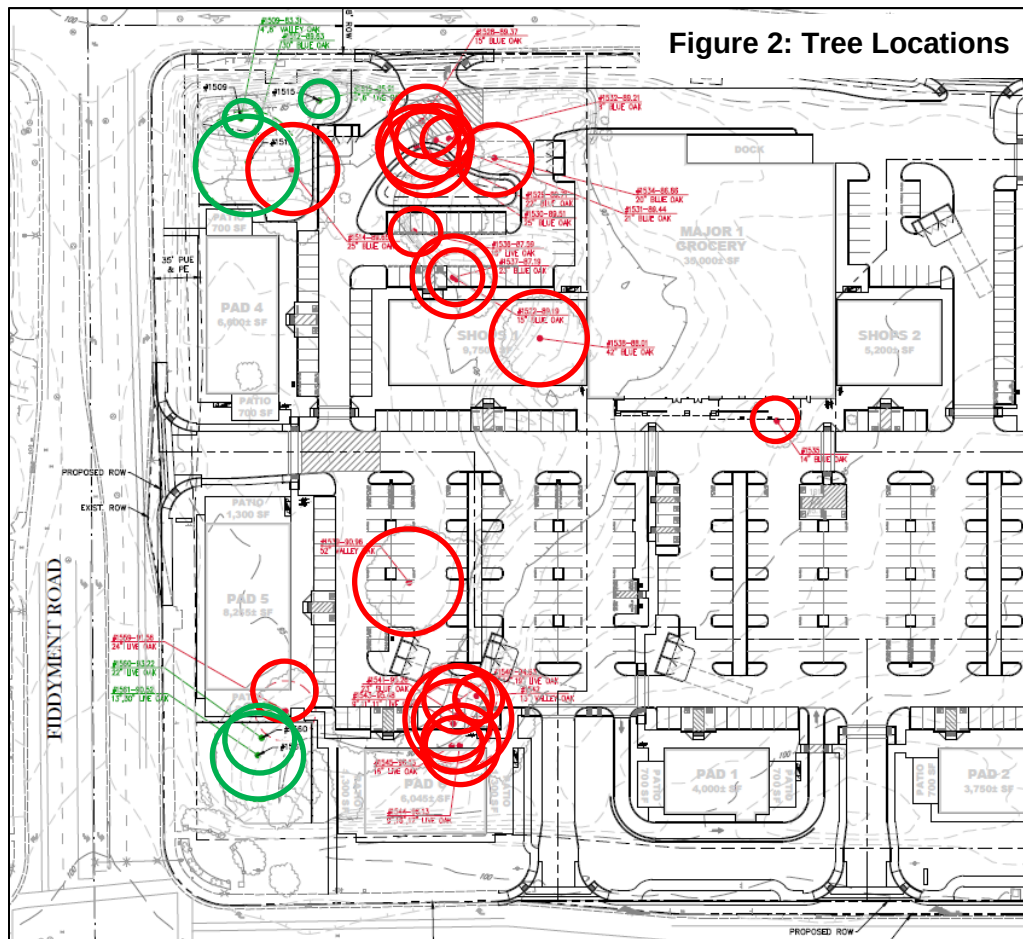


Figure 3: EIR Tree Locations

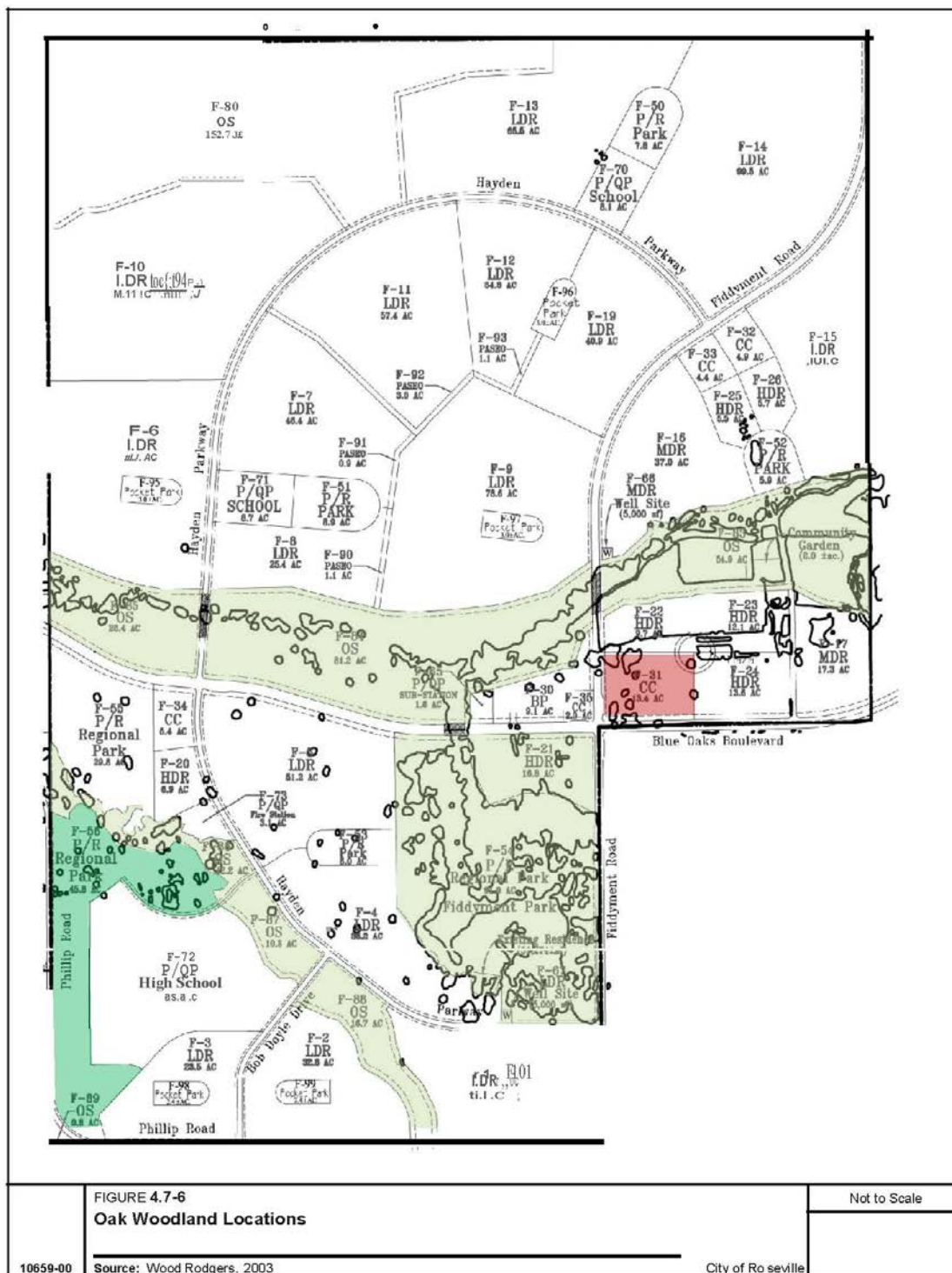


Table 2: Trees Proposed for Removal

Tree Number	Common Name	Structure Health	Dripline Radius (inches)	Total Diameter at Breast Height (DBH) (inches)
1510	Blue Oak	Failed	-	23
1513	Blue Oak	Failed	-	29
1514	Blue Oak	Poor to Fair	33	28
1521	Blue Oak	Failed	-	26
1522	Blue Oak	Fair	22	18
1523	Blue Oak	Failed	-	23
1528	Blue Oak	Poor to Fair	24	17
1529	Blue Oak	Poor to Fair	32	26
1530	Blue Oak	Poor to Fair	33	27
1531	Blue Oak	Poor to Fair	31	24
1532	Blue Oak	Poor	9	8
1533	Blue Oak	Failed	-	20
1534	Blue Oak	Poor	30	21
1535	Blue Oak	Fair	17	14
1536	Interior Live Oak	Fair	22	21
1537	Blue Oak	Fair	31	26
1538	Blue Oak	Fair	37	45
1539	Valley Oak	Poor	39	57
1540	Interior Live Oak	Poor	38	35
1541	Blue Oak	Fair	39	25
1542	Valley Oak	Poor to Fair	16	13
1543	Interior Live Oak	Poor to Fair	32	37
1544	Interior Live Oak	Poor to Fair	32	53
1545	Interior Live Oak	Poor to Fair	29	21
1559	Interior Live Oak	Poor to Fair	26	26
1562	Interior Live Oak	Failed	-	17
1563	Interior Live Oak	Failed	32	21
1564	Blue Oak	Failed	-	20
Total Mitigation Inches				721

Table 3: Trees Retained

Tree Number	Common Name	Structure Health	Dripline Radius (inches)	Total Diameter at Breast Height (DBH) (inches)
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1509	Valley Oak	Fair	17	16
1512	Blue Oak	Poor to Fair	25	24
1515	Interior Live Oak	Poor to Fair	16	17
1560	Interior Live Oak	Fair	28	25
1561	Interior Live Oak	Poor to Fair	30	40
Total Inches				122

f) There are no Habitat Conservation Plans; Natural Community Conservation Plans; or other approved local, regional, or state habitat conservation plans that apply to the project site.

V. Cultural Resources

As described within the Open Space and Conservation Element of the City of Roseville General Plan, the Roseville region was within the territory of the Nisenan (also Southern Maidu or Valley Maidu). Two large permanent Nisenan habitation sites have been identified and protected within the City's open space (in Maidu Park). Numerous smaller cultural resources, such as midden deposits and bedrock mortars, have also been recorded in the City. The gold rush which began in 1848 marked another settlement period, and evidence of Roseville's ranching and mining past are still found today. Historic features include rock walls, ditches, low terraces, and other remnants of settlement and activity. A majority of documented sites within the City are located in areas designated for open space uses.

Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Cause a substantial adverse change in the significance of an historic resource pursuant to Section 15064.5?			X	
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?			X	
c) Disturb any human remains, including those interred outside of dedicated cemeteries?			X	

Thresholds of Significance and Regulatory Setting:

The significance of impacts to cultural resources is based directly on the CEQA Guidelines checklist items a–e listed above. The Archaeological, Historic, and Cultural Resources section of the City of Roseville General Plan also directs the proper evaluation of and, when feasible, protection of significant resources (Policies 1 and 2). There are also various federal and State regulations regarding the treatment and protection of cultural resources, including the National Historic Preservation Act and the Antiquities Act (which regulate items of significance in history), Section 7050.5 of the California Health and Safety Code, Section 5097.9 of the California Public

Resources Code (which regulates the treatment of human remains) and Section 21073 et seq. of the California Public Resources Code (regarding Tribal Cultural Resources). The CEQA Guidelines also contains specific sections, other than the checklist items, related to the treatment of effects on historic resources.

Pursuant to the CEQA Guidelines, if it can be demonstrated that a project will cause damage to a unique archaeological resource, the lead agency may require reasonable efforts to be made to permit any or all of these resources to be preserved in place or left in an undisturbed state. To the extent that they cannot be left undisturbed, mitigation measures are required (Section 21083.2 (a), (b), and (c)). A *historical resource* is a resource listed, or determined to be eligible for listing, in the California Register of Historical Resources (CRHR) (Section 21084.1); a resource included in a local register of historical resources (Section 15064.5(a)(2)); or any object, building, structure, site, area, place, record, or manuscript which a lead agency determines to be historically significant (Section 15064.5 (a)(3)). Public Resources Code Section 5024.1 requires evaluation of historical resources to determine their eligibility for listing on the CRHR.

Discussion of Checklist Answers:

a–c) No cultural resources are known to exist on the project site per the WRSP EIR; however, standard mitigation measures apply which are designed to reduce impacts to cultural 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 mitigation need not be applied herein, as it is already applicable and required of the project pursuant to the WRSP. The project will not result in any new impacts beyond those already discussed and disclosed in the WRSP EIR; thus, project-specific impacts are less than significant.

VI. Energy

Roseville Electric provides electrical power in the City and Pacific Gas and Electric (PG&E) provides natural gas. The City purchases wholesale electrical power from both the Western Area Power Administration (WAPA), which is generated by the federal government's Central Valley Project, which produces 100 percent hydroelectric energy sources from a system of dams, reservoirs, and power plants within central and northern California. In addition, up to 50 percent of the City's power is generated at the City-owned Roseville Energy Park (REP). The REP is a 160 megawatt natural-gas-fired power plant that uses a combined cycle gas turbine technology. The City also owns the 48 megawatt combustion-turbine Roseville Power Plant 2 (REP 2), which is used for peaking energy. The City's electric power mix varies from year-to-year, but according to the most recent Citywide energy analysis (the Amoroso Ranch Environmental Impact Report), the mix in 2013/2014 was 25% eligible renewable (geothermal, small hydroelectric, and wind), 14% hydroelectric, 48% natural gas, and 13% from other sources (power purchased by contract).

Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?			X	

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?			X	

Thresholds of Significance and Regulatory Setting:

Established in 2002, California's Renewable Portfolio Standard (RPS) currently requires that 33 percent of electricity retail sales be served by renewable energy resources by 2020, and 50 percent by 2030. The City published a Renewables Portfolio Standard Procurement Plan in June 2018, and continues to comply with the RPS reporting and requirements and standards. There are no numeric significance thresholds to define "wasteful, inefficient, or unnecessary" energy consumption, and therefore significance is based on CEQA Guidelines checklist items a and b, above, and by the use of expert judgment supported by facts, relying on the policies, codes, and regulations adopted by the City and by regulatory agencies which relate to energy. The analysis considers compliance with regulations and standards, project design as it relates to energy use (including transportation energy), whether the project will result in a substantial unplanned demand on the City's energy resources, and whether the project will impede the ability of the City to meet the RPS standards.

Discussion of Checklist Answers:

a-b) 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 project is consistent with the existing land use designation of Community Commercial, and has therefore been assumed for development with commercial uses in citywide environmental analyses, such as in the Amoruso Ranch Specific Plan, which updated the City's General Plan. The project is therefore consistent with the current citywide assessment of energy demand, and will not result in substantial unplanned demands. In addition, based on the foregoing analysis, the project will not result in inefficient, wasteful, or unnecessary consumption of energy; impacts are less than significant.

VII. Geology and Soils

As described in the Safety Element of the City of Roseville General Plan, there are three inactive faults (Volcano Hill, Linda Creek, and an unnamed fault) in the vicinity, but there are no known active seismic faults within Placer County. The last seismic event recorded in the South Placer area occurred in 1908, and is estimated to have been at least a 4.0 on the Richter Scale. Due to the geographic location and soil characteristics within the City, the General Plan indicates that soil liquefaction, landslides, and subsidence are not a significant risk in the area.

Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:			X	
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.)			X	
• Strong seismic ground shaking?			X	
• Seismic-related ground failure, including liquefaction?			X	
• Landslides?			X	
b) Result in substantial soil erosion or the loss of topsoil?			X	
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?				X
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?				X

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
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?				X
f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?			X	

Thresholds of Significance and Regulatory Setting:

The significance of impacts related to geology and soils is based directly on the CEQA Guidelines checklist items a–e listed above. Regulations applicable to this topic include the Alquist-Priolo Act, which addresses earthquake safety in building permits, and the Seismic Hazards Mapping Act, which requires the state to gather and publish data on the location and risk of seismic faults.

The Findings of the Implementing Procedures indicate that compliance with the Flood Damage Prevention Ordinance (RMC Ch.9.80) and Design/Construction Standards (Resolution 07-107) will prevent significant impacts related to checklist item b. The Ordinance and standards include permit requirements for construction and development in erosion-prone areas and ensure that grading activities will not result in significant soil erosion or loss of topsoil. The use of septic tanks or alternative waste systems is not permitted in the City of Roseville, and therefore no analysis of criterion e is necessary.

Discussion of Checklist Answers:

a) The project will not expose people or structures to potential substantial adverse effects involving seismic shaking, ground failure or landslides.

i–iii) According to United States Geological Service mapping and literature, active faults are largely considered to be those which have had movement within the last 10,000 years (within the Holocene or Historic time periods)¹ and there are no major active faults in Placer County. The California Geological Survey has prepared a map of the state which shows the earthquake shaking potential of areas throughout California based primarily on an area's distance from known active faults. The map shows that the City lies in a relatively low-intensity ground-shaking zone. Commercial, institutional, and residential buildings as well as all related infrastructure are required, in conformance with Chapter 16, *Structural Design Requirements*, Division IV, *Earthquake Design* of the California Building Code, to lessen the exposure to potentially damaging vibrations through seismic-resistant design. In compliance with the Code, all structures in the Project area would be well-built to withstand ground shaking from possible earthquakes in the region; impacts are less than significant.

iv) Landslides typically occur where soils on steep slopes become saturated or where natural or manmade conditions have taken away supporting structures and vegetation. The existing and proposed slopes of the project site are not steep enough to present a hazard during development or upon completion of the

¹ United States Geological Survey, <http://earthquake.usgs.gov/learn/glossary/?term=active%20fault>, Accessed January 2016

project. In addition, measures would be incorporated during construction to shore minor slopes and prevent potential earth movement. Therefore, impacts associated with landslides are less than significant.

b) Grading activities will result in the disruption, displacement, compaction and over-covering of soils associated with site preparation (grading and trenching for utilities). Grading activities for the project will be limited to the project site. Grading activities require a grading permit from the Engineering Division. The grading permit is reviewed for compliance with the City's Improvement Standards, including the provision of proper drainage, appropriate dust control, and erosion control measures. Grading and erosion control measures will be incorporated into the required grading plans and improvement plans. Therefore, the impacts associated with disruption, displacement, and compaction of soils associated with the project are less than significant.

c, d) A review of the Natural Resources Conservation Service Soil Survey for Placer County, accessed via the Web Soil Survey (<http://websoilsurvey.nrcs.usda.gov/app/>), indicates that the soils on the site are Cometa-Fiddymont complex, 1 to 5 percent slopes, Ramona sandy loam, 2 to 9 percent slopes, and Xerofluvents, frequently flooded, none of which are listed as geologically unstable or sensitive. Therefore, the project has no impacts related to this criteria.

f) No paleontological resources are known to exist on the project site per the WRSP EIR; however, standard mitigation measures apply which are designed to reduce impacts to such 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. With these measures in place, project-specific impacts are less than significant.

VIII. Greenhouse Gases

Greenhouse gases trap heat in the earth's atmosphere. The principal greenhouse gases (GHGs) that enter the atmosphere because of human activities are carbon dioxide (CO₂), methane (CH₄), nitrous oxide (N₂O), and fluorinated gases. As explained by the United States Environmental Protection Agency², global average temperature has increased by more than 1.5 degrees Fahrenheit since the late 1800s, and most of the warming of the past half century has been caused by human emissions. The City has taken proactive steps to reduce greenhouse gas emissions, which include the introduction of General Plan policies to reduce emissions, changes to City operations, and climate action initiatives.

Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?			X	
b) Conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gases?			X	

² <http://www3.epa.gov/climatechange/science/overview.html>, Accessed January 2016

Thresholds of Significance and Regulatory Setting:

In Assembly Bill 32 (the California Global Warming Solutions Act), signed by Governor Schwarzenegger of California in September 2006, the legislature found that climate change resulting from global warming was a threat to California, and directed that “the State Air Resources Board design emissions reduction measures to meet the statewide emissions limits for greenhouse gases . . .”. The target established in AB 32 was to reduce emissions to 1990 levels by the year 2020. CARB subsequently prepared the *Climate Change Scoping Plan* (Scoping Plan) for California, which was approved in 2008. The Scoping Plan provides the outline for actions to reduce California's GHG emissions. CARB's updated August 2011 Scoping Plan calculated a reduction needed of 21.7% from future “Business As Usual” (BAU) conditions in the year 2020. The current Scoping Plan (adopted May 2014) indicates that statewide emissions of GHG in 1990 amounted to 431 million metric tons, and that the 2020 “Business As Usual” (BAU) scenario is estimated as 509³ million metric tons, which would require a reduction of 15.3% from 2020 BAU. In addition to this, Senate Bill 32 was signed by the Governor on September 8, 2016, to establish a reduction target of 40 percent below 1990 levels by 2030. The Air Resources Board is currently updating the Scoping Plan to reflect this target.

The Placer County Air Pollution Control District (PCAPCD) recommends that thresholds of significance for GHG be related to AB 32 reduction goals, and has adopted thresholds of significance which take into account the 2030 reduction target. The thresholds include a de minimis and a bright-line maximum threshold. Any project emitting less than 1,100 metric tons of carbon dioxide equivalents per year (MT CO₂e/yr) during construction or operation results in less than significant impacts. The PCAPCD considers any project with emissions greater than the bright-line cap of 10,000 MT CO₂e/yr to have significant impacts. For projects exceeding the de minimum threshold but below the bright-line threshold, comparison to the appropriate efficiency threshold is recommended. The significance thresholds are shown in Table 1 below.

Table 1: GHG Significance Thresholds

Bright-line Threshold 10,000 MT CO ₂ e/yr			
Residential Efficiency (MT CO ₂ e/capita ¹)		Non-Residential Efficiency (MT CO ₂ e/ksf ²)	
Urban	Rural	Urban	Rural
4.5	5.5	26.5	27.3
De Minimis Threshold 1,100 MT CO ₂ e/yr			
1. Per Capita = per person			
2. Per ksf = per 1,000 square feet of building			

Discussion of Checklist Answers:

a-b) Greenhouse gases are primarily emitted as a result of vehicle operation associated with trips to and from a project, and energy consumption from operation of the buildings. Greenhouse gases from vehicles is assessed based on the vehicle miles traveled (VMT) resulting from a project, on a Citywide basis. Residential projects, destination centers (such as a regional mall), and major employers tend to increase VMT in a study area, either by adding new residents traveling in an area, or by encouraging longer trip lengths and drawing in trips from a broader regional area. However, non-residential projects and neighborhood-serving uses (e.g. neighborhood parks) tend to lower VMT in a study area because they do not generate new trips within the study area, they divert existing trips. These trips are diverted because the new use location is closer to home, on their way to another destination (e.g. work), or is otherwise more convenient.

³ Includes Pavely and Renewables Portfolio Standard reduction

As discussed, the project would not be anticipated to increase VMT, since it is providing services in closer proximity to developed residential areas of the City. In addition, as discussed in the Transportation section of this Initial Study, the project is anticipated to result in a lower trip generation than what was assumed in the City's traffic model for this area. Therefore, the focus of this analysis is on the emissions which would result from the operation of the proposed buildings. CalEEMod Version 2016.3.2 was used to calculate the operational emissions of the project (see Attachment 5), which includes energy run to the buildings, area emissions such as landscape equipment to maintain the site, and water and wastewater energy demands. According to the CalEEMod results, the project would result in annual operational emissions of 726.45 MT CO₂e, which is below the de minimis threshold of 1,100 MT CO₂e. Therefore, the proposed project would not result in significant operational emissions of GHG.

Construction-related GHG emissions occur at one point in time and are therefore not typically expected to significantly contribute to climate change. Climate change is a cumulative effect that occurs over time, as emissions increase on a year-to-year basis due to increases in developed area and other factors; construction emissions are a one-time emission source, which end once the project is built. The CalEEMod results indicate the project would result in annual construction emissions of 338.07 CO₂e in the most active construction year, which is below the de minimis threshold of 1,100 MT CO₂e/yr. Thus, the project-generated GHG emissions would not conflict with, and are consistent with, the State goals listed in AB32 and other policies and regulations adopted by the California Air Resources Board. This impact is considered less than significant.

IX. Hazards and Hazardous Materials

There are no hazardous cleanup sites of record within 1,000 feet of the site according to both the State Water Resources Control Envirostor database (<http://geotracker.waterboards.ca.gov/>) and the Department of Toxic Substances Control Envirostor database (<http://www.envirostor.dtsc.ca.gov/public/>). The project is not located on a site where existing hazardous materials have been identified, and the project does not have the potential to expose individuals to hazardous materials.

Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?			X	
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?			X	

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?				X
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?				X
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?				X
f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?				X
g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?				X

Thresholds of Significance and Regulatory Setting:

The significance of impacts related to hazardous materials is based directly on the CEQA Guidelines checklist items a–h listed above. A material is defined as hazardous if it appears on a list of hazardous materials prepared by a federal, state or local regulatory agency, or if it has characteristics defined as hazardous by such an agency. The determination of significance based on the above criteria depends on the probable frequency and severity of consequences to people who might be exposed to the health hazard, and the degree to which Project design or existing regulations would reduce the frequency of or severity of exposure. As an example, products commonly used for household cleaning are classified as hazardous when transported in large quantities, but one would not conclude that the presence of small quantities of household cleaners at a home would pose a risk to a school located within ¼-mile.

Many federal and State agencies regulate hazards and hazardous substances, including the United States Environmental Protection Agency (US EPA), California Department of Toxic Substances Control (DTSC), Central Valley Regional Water Quality Control Board (Regional Water Board), and the California Occupational Safety and Health Administration (CalOSHA). The state has been granted primacy (primary responsibility for oversight) by the US EPA to administer and enforce hazardous waste management programs. State regulations also have detailed planning and management requirements to ensure that hazardous materials are handled, stored, and disposed of properly to reduce human health risks. California regulations pertaining to hazardous waste management are published in the California Code of Regulations (see 8 CCR, 22 CCR, and 23 CCR).

The project is not within an airport land use plan or within two miles of a public or public use airport. Therefore, no further discussion is provided for items e.

Discussion of Checklist Answers:

a-b) Standard construction activities would require the use of hazardous materials such as fuels, oils, lubricants, glues, paints and paint thinners, soaps, bleach, and solvents. These are common household and commercial materials routinely used by both businesses and average members of the public. The materials only pose a hazard if they are improperly used, stored, or transported either through upset conditions (e.g. a vehicle accident) or mishandling. In addition to construction use, the operational project would result in the use of common hazardous materials as well, including bleach, solvents, and herbicides. Regulations pertaining to the transport of materials are codified in 49 Code of Federal Regulations 171–180, and transport regulations are enforced and monitored by the California Department of Transportation and by the California Highway Patrol. Specifications for storage on a construction site are contained in various regulations and codes, including the California Code of Regulations, the Uniform Fire Code, and the California Health and Safety Code. These same codes require that all hazardous materials be used and stored in the manner specified on the material packaging. In addition, compliance with state and federal standards governing gas stations, including the PCAPCD's permitting requirements for such uses, would ensure that the project does not result in significant impacts related to hazards and hazardous materials. Existing regulations and programs are sufficient to ensure that potential impacts as a result of the use or storage of hazardous materials are reduced to less than significant levels.

c) The project is not located within a ¼-mile of an existing or proposed school, and thus there is no impact with respect to this criterion.

d) The project is not located on a site that is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5⁴; therefore, no impact will occur.

f) This project is located within an area currently receiving City emergency services and development of the site has been anticipated and incorporated into emergency response plans. As such, the project will cause a less than significant impact to the City's Emergency Response or Management Plans. Furthermore, the project will be required to comply with all local, State and federal requirements for the handling of hazardous materials, which will ensure less-than-significant impacts. These will require the following programs:

- A Risk Management and Prevention Program (RMPP) is required of uses that handle toxic and/or hazardous materials in quantities regulated by the California Health and Safety Code and/or the City.
- Businesses that handle toxic or hazardous materials are required to complete a Hazardous Materials Management Program (HMMP) pursuant to local, State, or federal requirements.

g) 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

⁴ <http://www.calepa.ca.gov/SiteCleanup/CorteseList/SectionA.htm>

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. The project site is in an urban area, and therefore would not expose people to any risk from wildland fire. There would be no impact with regard to this criterion.

X. Hydrology and Water Quality

As described in the Open Space and Conservation Element of the City of Roseville General Plan, the City is located within the Pleasant Grove Creek Basin and the Dry Creek Basin. Pleasant Grove Creek and its tributaries drain most of the western and central areas of the City and Dry Creek and its tributaries drain the remainder of the City. Most major stream areas in the City are located within designated open space.

Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?			X	
b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?			X	
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:			X	
i. result in substantial erosion or siltation on or off-site;			X	
ii. substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site;			X	

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
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			X	
iv. impede or redirect flood flows?				X
d) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?			X	
e) In flood hazard, tsunami, or seiches zones, risk release of pollutants due to project inundation?				X

Thresholds of Significance and Regulatory Setting:

The significance of impacts related to hydrology and water quality is based directly on the CEQA Guidelines checklist items a–e listed above. For checklist item a, c (i), d, and e, the Findings of the Implementing Procedures indicate that compliance with the City of Roseville Design/Construction Standards (Resolution 07-107), Urban Stormwater Quality Management and Discharge Control Ordinance (RMC Ch. 14.20), and Stormwater Quality Design Manual (Resolution 16-152) will prevent significant impacts related to water quality or erosion. The standards require preparation of an erosion and sediment control plan for construction activities and includes designs to control pollutants within post-construction urban water runoff. Likewise, it is indicated that the Drainage Fees for the Dry Creek and Pleasant Grove Watersheds (RMC Ch.4.48) and City of Roseville Design/Construction Standards (Resolution 07-107) will prevent significant impacts related to checklist items c (ii) and c (iii). The ordinance and standards require the collection of drainage fees to fund improvements that mitigate potential flooding impacts, and require the design of a water drainage system that will adequately convey anticipated stormwater flows without increasing the rate or amount of surface runoff. These same ordinances and standards prevent impacts related to groundwater (items a and d), because developers are required to treat and detain all stormwater onsite using stormwater swales and other methods which slow flows and preserve infiltration. Finally, it is indicated that compliance with the Flood Damage Prevention Ordinance (RMC Ch. 9.80) will prevent significant impacts related to items c (iv) and e. The Ordinance includes standard requirements for all new construction, including regulation of development with the potential to impede or redirect flood flows, and prohibits development within flood hazard areas. Impacts from tsunamis and seiches were screened out of the analysis (item e) because the project is not located near a water body or other feature that would pose a risk of such an event.

Discussion of Checklist Answers:

a,c (i),d, e) The project will involve the disturbance of on-site soils and the construction of impervious surfaces, such as asphalt paving. Disturbing the soil can allow sediment to be mobilized by rain or wind, and cause displacement into waterways. To address this and other issues, the developer is required to receive approval of

a grading permit and/or improvement plants prior to the start of construction. The permit or plans are required to incorporate mitigation measures for dust and erosion control. In addition, the City has a National Pollutant Discharge Elimination System (NPDES) Municipal Stormwater Permit issued by the Central Valley Regional Water Quality Control Board which requires the City to reduce pollutants in stormwater to the maximum extent practicable. The City does this, in part, by means of the City's 2016 Design/Construction Standards, which require preparation and implementation of a Stormwater Pollution Prevention Plan. All permanent stormwater quality control measures must be designed to comply with the City's Manual for Stormwater Quality Control Standards for New Development, the City's 2016 Design/Construction Standards, Urban Stormwater Quality Management and Discharge Control Ordinance, and Stormwater Quality Design Manual. For these reasons, impacts related to water quality are less than significant.

b, d) The project does not involve the installation of groundwater wells. The City maintains wells to supplement surface water supplies during multiple dry years, but the effect of groundwater extraction on the aquifer was addressed in the Water Supply Assessment of the Amoruso Ranch Specific Plan EIR, which included a Citywide water analysis. The proposed project is consistent with the General Plan land use designation, and is thus consistent with the citywide Water Supply Assessment. Project impacts related to groundwater extraction are less than significant. Furthermore, all permanent stormwater quality control measures must be designed to comply with the Stormwater Quality Design Manual, which requires the use of bioswales and other onsite detention and infiltration methods. These standards ensure that stormwater will continue to infiltrate into the groundwater aquifer.

c (ii and iii)) The project has been reviewed by City Engineering staff for conformance with City ordinances and standards. The project includes adequate and appropriate facilities to ensure no net increase in the amount or rate of stormwater runoff from the site, and which will adequately convey stormwater flows.

c (iv) and e) The project has been reviewed by City Engineering staff for conformance with City ordinances and standards. The project is not located within either the Federal Emergency Management Agency floodplain or the City's Regulatory Floodplain (defined as the floodplain which will result from full buildout of the City). Therefore, the project will not impede or redirect flood flows, nor will it be inundated. The proposed project is located within an area of flat topography and is not near a waterbody or other feature which could cause a seiche or tsunami. There would be no impact with regard to these criterion.

XI. Land Use and Planning

The project site has a General Plan land use designation and zoning designation of Community Commercial (CC). Surrounding properties have commercial and residential land use and zoning designations, as described in the Background section of this Initial Study.

Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Physically divide an established community?				X
b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?				X

Thresholds of Significance and Regulatory Setting:

The significance of impacts related to land use is based directly on the CEQA Guidelines checklist items a–c listed above. Consistency with applicable City General Plan policies, Improvement Standards, and design standards is already required and part of the City's processing of permits and plans, so these requirements do not appear as mitigation measures. Land use regulations applicable to the site include the City's General Plan 2035, the Zoning Ordinance, and the NERSP. The NERSP contains general design guidelines and policies for development within the NERSP as a whole.

Discussion of Checklist Answers:

a) The 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.

b) With the application for a Tree Permit, the project is consistent with the Zoning Ordinance requirements for the removal and mitigation of oak trees. The project would be required to comply with the City's Improvement Standards in order to receive a grading permit. The proposed project is consistent with the General Plan and the WRSP, and does not conflict with the City's policies and regulations adopted for the purpose of avoiding or mitigating an environmental impact.

XII. Mineral Resources

The Surface Mining and Reclamation Act (SMARA) of 1975 requires the State Geologist to classify land into Mineral Resource Zones (MRZ's) based on the known or inferred mineral resource potential of that land. The California Division of Mines and Geology (CDMG) was historically responsible for the classification and designation of areas containing—or potentially containing—significant mineral resources, though that responsibility now lies with the California Geological Survey (CGS). CDMG published Open File Report 95-10, which provides the mineral classification map for Placer County. A detailed evaluation of mineral resources has not been conducted within the City limits, but MRZ's have been identified. There are four broad MRZ categories (MRZ-1 through MRZ-4), and only MRZ-2 represents an area of known significant mineral resources. The City of Roseville General Plan EIR included Exhibit 4.1-3, depicting the location of MRZ's in the City limits. There is only one small MRZ-2 designation area, located at the far eastern edge of the City.

Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
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?				X

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
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?				X

Thresholds of Significance and Regulatory Setting:

The significance of impacts related to mineral resources is based directly on the CEQA Guidelines checklist items a and b listed above.

Discussion of Checklist Answers:

a–b) The project site is not in the area of the City known to include any mineral resources that would be of local, regional, or statewide importance; therefore, the project has no impacts on mineral resources.

XIII. Noise

The project site is currently undeveloped and is surrounded by residential and commercial uses, which typically do not generate substantial noise volumes. Both of these roadways are identified as transportation noise sources in the City's General Plan Noise Element. According to the General Plan, the project site is within the 60 dB L_{dn} noise contour for existing roadways and within the 65 dB L_{dn} noise contour for future roadways (City of Roseville 2015, Figure IX-1 and Figure IX-2).

Would the project result in:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
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?		X		
b) Generation of excessive ground borne vibration of ground borne noise levels?			X	

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
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?				X

Thresholds of Significance and Regulatory Setting:

Standards for transportation noise and non-transportation noise affecting existing or proposed land uses are established within the City of Roseville General Plan Noise Element Table IX-1 and IX-3, and these standards are used as the thresholds to determine the significance of impacts related to items a and c. The significance of other noise impacts is based directly on the CEQA Guidelines checklist items b and c listed above. The Findings of the Implementing Procedures indicate that compliance with the City Noise Regulation (RMC Ch. 9.24) will prevent significant non-transportation noise as it relates to items a and b. The Ordinance establishes noise exposure standards that protect noise-sensitive receptors from a variety of noise sources, including non-transportation/fixed noise, amplified sound, industrial noise, and events on public property. The project is not within an airport land use plan, within two miles of a public or public use airport and there are also no private airstrips in the vicinity of the project area. Therefore, item c has been ruled out from further analysis.

Discussion of Checklist Answers:

a) The City of Roseville General Plan Noise Element includes Policy 7, which requires proposed fixed noise sources to be mitigated so as not to exceed the noise level performance standards contained within Noise Element Table IX-3. These standards are included in Table 4 below. Fixed noise sources are defined as noises that come from a specified area, while moving noise sources are from transportation facilities (roadway noise, train noise, etc.); the proposed project will generate fixed noise.

Table 4: Noise Element Table IX-3

PERFORMANCE STANDARDS FOR NON-TRANSPORTATION NOISE SOURCES OR PROJECTS AFFECTED BY NON-TRANSPORTATION NOISE SOURCES (As Measured at the Property Line of Noise-Sensitive Uses)		
Noise Level Descriptor	Daytime (7 a.m. to 10 p.m.)	Nighttime (10 p.m. to 7 a.m.)
Hourly L_{eq} , dB	50	45
Maximum level, dB	70	65
¹ For municipal power plants consisting primarily of broadband, steady state noise sources, the hourly (L_{eq}) noise standard may be increased up to 10 dB(A), but not exceed 55 dB(A) Hourly L_{eq} dB. Each of the noise levels specified above should be lowered by five dB for simple tone noises, noises consisting primarily of speech or music, or for recurring impulsive noises. Such noises are generally considered by residents to be particularly annoying and are a primary source of noise complaints. These noise level standards do not apply to residential units established in conjunction with industrial or commercial uses (e.g., caretaker dwellings). No standards have been included for interior noise levels. Standard construction practices should, with exterior noise levels identified, result in acceptable interior noise levels.		

The proposed project is a shopping center including a grocery store and a mix of retail and commercial uses. The project includes two loading dock areas adjacent to the grocery store and Junior Major buildings on the northern portion of the site, south of Harvey Way. The project also includes a gas station with an approximate 3,500 square-foot convenience store building and drive-through car wash on Pad 3, which is located on the southeastern portion of the overall site (see Figure 3). An Environmental Noise Assessment was prepared for the project by Bollard Acoustical Consultants, Inc. (BAC) and is included as Attachment 6. The assessment evaluates noise from the proposed loading dock areas and car wash portion of the gas station. It concluded that the noise generated by on-site truck circulation, loading docks, and car wash dryer operations could potentially exceed the applicable noise level limits at the nearest residential uses. As such, noise mitigation measures are required in order to comply with the General Plan noise standards, and to ensure impacts are less than significant. Each of these noise sources and related mitigation measures are addressed separately, below.

On-Site Truck Circulation Noise

Noise exposure from on-site truck circulation is expected to exceed the applicable General Plan noise standard for nighttime noise (45 dB L_{eq} and 65 dB L_{max}) at the adjacent residential use to the north, across Harvey Way. Therefore, in order to avoid exceeding General Plan noise standards, **Mitigation Measure NOI-1** is included which requires a solid noise barrier measuring a minimum of 7 feet in height between the proposed truck lane and residential development to the north. Alternatively, commercial truck deliveries shall be restricted to daytime hours (7 a.m. to 10 p.m.) if a noise barrier is not constructed as prescribed.

Loading Dock Noise

Noise exposure from loading dock activities is expected to exceed the General Plan noise standard for daytime and nighttime noise at the adjacent future High Density Residential (HDR) use to the north, across Harvey Way. The assessment concluded a solid noise barrier measuring a minimum of 6 feet in height is required in order to comply with the daytime noise standards, while a solid noise barrier measuring a minimum of 9 feet in height is required in order to comply with the nighttime noise standards. If the noise barrier is less than 9 feet in height,

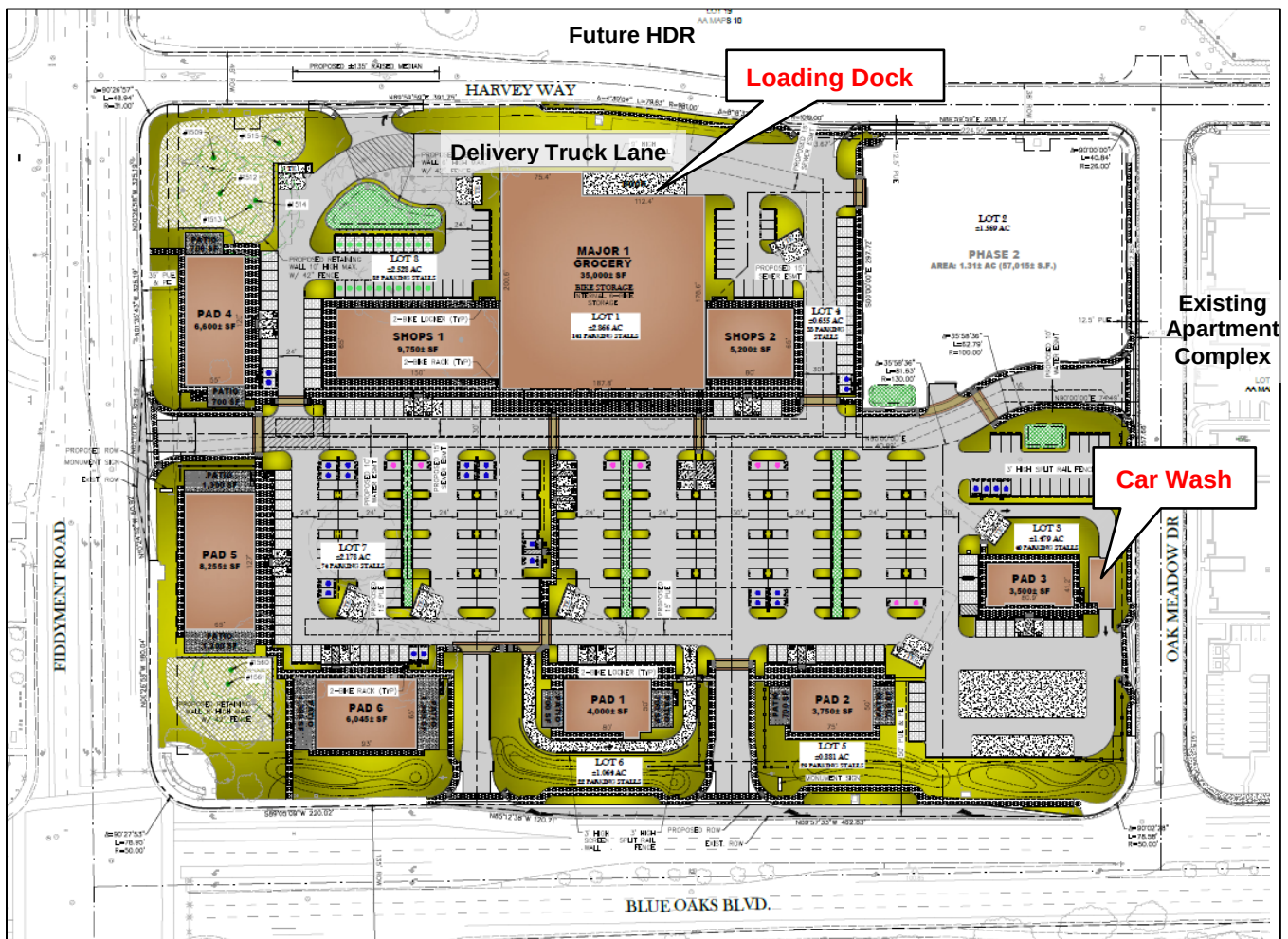
delivery activities shall be restricted to daytime hours (7 a.m. to 10 p.m.) in order to comply with the nighttime noise standards. This is reflected in Mitigation Measure NOI-1.

Car Wash Dryer Noise

The project includes a gas station facility with a car wash located at the southeastern corner of the overall site. The location of the car wash and nearest residential uses are shown on Figure 3. According to the study prepared by BAC, noise levels generated by car wash facilities are primarily due to the drying portion of the operation. As such, the effectiveness of installing car wash entrance and exit doors was considered and it was concluded that the doors would provide 14 dB of noise reduction when kept in the closed position during wash cycles. This meets the City's daytime noise level standard; however, the hourly average car wash noise levels could still exceed the City's 45 dB L_{eq} nighttime noise level standard by 3 dB at the nearest residential property line to the east. Therefore, Mitigation Measure NOI-1 also requires the installation of car wash entrance and exit doors that are kept in the closed position during wash cycles and limits the car wash operations to daytime hours (7 a.m. to 10 p.m.).

With mitigation, impacts will be less than significant.

Figure 3: Project Site Plan



b) Surrounding uses may experience short-term increases in groundborne vibration, groundborne noise, and airborne noise levels during construction. However, these increases would only occur for a short period of

time. When conducted during daytime hours, construction activities are exempt from Noise Ordinance standards, but the standards do apply to construction occurring during nighttime hours. While the noise generated may be a minor nuisance, the City Noise Regulation standards are designed to ensure that impacts are not unduly intrusive. Based on this, the impact is less than significant.

XIV. Population and Housing

The project site is located within the City's West Roseville Specific Plan (WRSP) area, is zoned for commercial uses and has a land use designation of Community Commercial. The City of Roseville General Plan Table II-4 identifies the total number of residential units and population anticipated as a result of buildout of the City, and the Specific Plan likewise includes unit allocations and population projections for the Plan Area. Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
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)?			X	
b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?				X

Thresholds of Significance and Regulatory Setting:

The significance of impacts related to population and housing is based directly on the CEQA Guidelines checklist items a–c listed above.

Discussion of Checklist Answers:

a) The CEQA Guidelines identify several ways in which a project could have growth-inducing impacts (Public Resources Code Section 15126.2), either directly or indirectly. Growth-inducement may be the result of fostering economic growth, fostering population growth, providing new housing, or removing barriers to growth. Growth inducement may be detrimental, beneficial, or of no impact or significance under CEQA. An impact is only deemed to occur when it directly or indirectly affects the ability of agencies to provide needed public services, or if it can be shown that the growth will significantly affect the environment in some other way. The project is consistent with the land use designation of the site. The City already has several developed commercial centers, so the presence or absence of commercial centers is not currently a constraint on City growth. Therefore, construction of this commercial center will not remove a barrier to growth or induce substantial growth. Therefore, the impact of the project is less than significant.

b) The project site is vacant. No housing exists on the project site, and there would be no impact with respect to this criterion.

XV. Public Services

Fire protection, police protection, park services, and library services are provided by the City. The project is located within the Roseville Elementary School District and the Roseville Joint Union High School District.

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 government facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the following public services:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Fire protection?			X	
b) Police protection?			X	
c) Schools?			X	
d) Parks?			X	
e) Other public facilities?			X	

Thresholds of Significance and Regulatory Setting:

The significance of impacts related to public services is based directly on the CEQA Guidelines checklist items a–e listed above. The EIR for the Amoruso Ranch Specific Plan, which updated Citywide analyses, addressed the level of public services which would need to be provided in order to serve planned growth in the community. The project is consistent with the existing land use designations. In addition, the project has been routed to the various public service agencies, both internal and external, to ensure that the project meets the agencies' design standards (where applicable) and to provide an opportunity to recommend appropriate conditions of approval.

a) Existing City codes and regulations require adequate water pressure in the water lines, and construction must comply with the Uniform Fire and Building Codes used by the City of Roseville. Additionally, the applicant is required to pay a fire service construction tax, which is used for purchasing capital facilities for the Fire Department. Existing codes, regulations, funding agreements, and facilities plans are sufficient to ensure less than significant impacts.

b) Sales taxes and property taxes resulting from development will add revenue to the General Fund, which provides funding for police services. Existing codes, regulations, funding agreements, and facilities plans are sufficient to ensure less than significant impacts.

c) Project applicants are required to pay school impact fees at a rate determined by the local school districts. School fees will be collected prior to the issuance of building permits, consistent with City requirements. Existing codes, regulations, funding agreements, and facilities plans are sufficient to ensure less than significant impacts.

d) Future park and recreation sites and facilities have already been identified as part of the Specific Plan process. Existing codes, regulations, funding agreements, and facilities plans are sufficient to ensure less than significant impacts.

e) Sales taxes and property taxes resulting from development will add revenue to the General Fund, which provides funding for the library system and other such facilities and services. In addition, the City charges fees to end-users for other services, such as garbage and greenwaste collection, in order to fund those

services. Existing codes, regulations, funding agreements, and facilities plans are sufficient to ensure less than significant impacts.

XVI. Recreation

There are no parks or recreation facilities immediately adjacent to the project site. The nearest recreation area is School House Park, located approximately 0.15-mile south of the site, along Fiddymment Road.

Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
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?			X	
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?				X

Thresholds of Significance and Regulatory Setting:

The significance of impacts related to recreation services is based directly on the CEQA Guidelines checklist items a–b listed above.

Discussion of Checklist Answers:

a) The WRSP EIR addressed the level of park services—including new construction, maintenance, and operations—which would need to be provided in order to serve planned growth in the community. Given that the project is consistent with the General Plan and Specific Plan, the project would not cause any unforeseen or new impacts related to the use of existing or proposed parks and recreational facilities. Existing codes, regulations, funding agreements, and facilities plans are sufficient to ensure less than significant impacts.

b) Park sites and other recreational facilities were identified within the WRSP, and the plan-level impacts of developing those facilities were addressed within the Final EIR for the Specific Plan. The project will not cause any unforeseen or new impacts related to the construction or expansion of recreational facilities.

XVII. Transportation

The project site is located at the northwest corner of Blue Oaks Boulevard and Fiddymment Road, both of which are major arterials with transit facilities in the City of Roseville. Blue Oaks Boulevard includes on-street, striped bicycle lanes and partially constructed sidewalks. Fiddymment Road includes on-street, striped bicycle lanes, attached sidewalks, and a bus turn-out for a future transit stop.

Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Conflict with a program plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?			X	
b) Conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?			X	
c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?			X	
d) Result in inadequate emergency access?			X	

Thresholds of Significance and Regulatory Setting:

CEQA Guidelines Section 15064.3 indicates that a project's effect on automobile delay cannot be considered a significant impact, and directs transportation system analysis to focus on vehicle miles traveled (VMT), per checklist item b. However, the CEQA Guidelines also include consistency with a program, plan, or policy addressing transportation systems as an area of potential environmental effects (checklist item a). The City has adopted the following plans, ordinances, or policies applicable to this checklist item: Pedestrian Master Plan, Bicycle Master Plan, Short-Range Transit Plan, and General Plan Circulation Element. The project is evaluated for consistency with these plans and the policies contained within them, which includes an analysis of delay as a potential policy impact. The Circulation Element of the General Plan establishes Level of Service C or better as an acceptable operating condition at all signalized intersections during a.m. and p.m. peak hours. Exceptions to this policy may be made by the City Council, but a minimum of 70% of all signalized intersections must maintain LOS C. The Findings of the Implementing Procedures indicate that compliance with the Traffic Mitigation Fee (RMC Ch. 4.44) will fund roadway projects and improvements necessary to maintain the City's Level of Service standards for projects consistent with the General Plan and related Specific Plan. An existing plus project conditions (short-term) traffic impact study may be required for projects with unique trip generation or distribution characteristics, in areas of local traffic constraints, or to study the proposed project access. A cumulative plus project conditions (long-term) study is required if a project is inconsistent with the General Plan or Specific Plan and would generate more than 50 pm peak-hour trips. The guidelines for traffic study preparation are found in the City of Roseville Design and Construction Standards–Section 4.

For checklist item b, the CEQA Guidelines Section 15064.3 establishes a detailed process for evaluating the significance of transportation impacts. In accordance with this section, the analysis must focus on the generation

of VMT. Projects within one-half mile of either an existing major transit stop⁵ or a stop along an existing high quality transit corridor⁶ should be presumed to have less than significant impacts, as should any project which will decrease VMT when compared with the existing conditions. VMT may be analyzed qualitatively if existing models or methods are not available to estimate VMT for a particular project; this will generally be appropriate for discussions of construction traffic VMT.

Impacts with regard to items c and d are assessed based on the expert judgment of the City Engineer and City Fire Department, as based upon facts and consistency with the City's Design and Construction Standards.

Discussion of Checklist Answers:

a) The City of Roseville has adopted a Pedestrian Master Plan, Bicycle Master Plan, and Short-Range Transit Plan. The project was reviewed for consistency with these documents. Pedestrian facilities have already been constructed adjacent to Blue Oaks Boulevard, as well as a portion of Fiddymment Road. Bicycle facilities have also been constructed adjacent to Blue Oaks Boulevard and Fiddymment Road, and the project will not decrease the performance or safety of those facilities. The project design includes installation of sidewalks around the perimeter of the site, which would complete the pedestrian circulation system in the project vicinity. Thus, the project results in a beneficial impact related to pedestrian access and circulation. Additionally, the WRSP designates the project site as a park and ride lot. This requires the project to provide 20 parking spaces designated for commuters to leave their vehicles to meet carpools, vanpools or access transit. The project is consistent with the policies of the Pedestrian Master Plan, Bicycle Master Plan, and Short-Range Transit Plan.

A trip generation estimate was prepared by the City's Engineering Division in order to compare the project's anticipated p.m. peak hour trips to the City's modeled trips. Table 5, below, represents the anticipated trip generation for buildout of Transportation Analysis Zone 1107 with and without implementation of the project.

**Table 5: Project Trip Generation Estimate
Traffic Analysis Zone 1107**

Use	Units / Square Feet (sf)	Model Trip Rate	PM Peak Trips
2035 Build Out			
Retail	150,000 sf	2.46	369
Single-Family Residential (SFR)	131	0.69	90
Multi-Family Residential (MFR)	866	0.52	450
Existing			
Retail	0 sf	2.46	0
SFR	227	0.69	157
MFR	0	0.52	0
Proposed			
Retail	82,100 sf	2.46	202
2035 Build Out			910
Existing Plus Project			359
Total			-551

⁵ A site containing an existing rail transit station, a ferry terminal served by either a bus or rail transit service, or the intersection of two or more major bus routes with a frequency of service interval of 15 minutes or less during the morning and afternoon peak commute periods. (Public Resources Code Section 21064.3)

⁶ A corridor with fixed route bus service at service intervals of 15 minutes or less during peak commute hours.

With the addition of the project's p.m. peak hour trips to the existing condition, the resulting trip generation of 359 peak trips is 551 trips less than what was anticipated for the TAZ. Therefore, a long-term traffic study was not required given the project does not exceed the number of trips anticipated in the General Plan.

Kimley-Horn prepared a short-term traffic study for the proposed project (Attachment 7) to evaluate the project's access points and localized circulation, including throat depths, tapers, storage, and driveway treatments that are necessary to ensure safe and efficient operations and to maintain the City's existing level of service. The study concluded that the signalized intersections at Blue Oaks Boulevard at Fiddymment Road and Blue Oaks Boulevard at Orchard View both operate at LOS C or better during the Existing (2018) plus Project conditions. However, the following improvements have been identified to be constructed by the project:

1. The western project driveway along Harvey Way be restricted to right-turn in/out movements with installation of a narrow-raised median along Harvey Way and the addition of appropriate signing and striping at the driveway approach. This will ensure sufficient storage capacity to accommodate the 95th percentile queue for the westbound left-turn at Harvey Way and Fiddymment Road.
2. For the site driveway along Fiddymment Road, install "KEEP CLEAR" signing and pavement marking within the driveway intersection with the upstream drive aisle to minimize the potential for driveway blockage.
3. Lengthen the deceleration lane along westbound Blue Oaks Boulevard approaching Intersection #2 by 360 feet to adequately accommodate slowing vehicles entering the site.

These improvements have been incorporated into the project plans. Given the fact that the project is consistent with the City's Traffic Model and the results of the study will be implemented by the project, impacts to traffic and level of service have been determined to be less than significant.

b) Traffic analyses focus on the number of trips traveling in specified areas during peak periods, in order to quantify impacts as specific intersections. However, there is no direct relationship between the number of trips and the amount of VMT generated by a use. Projects which substantially increase trips to a specific area may in fact decrease VMT in the City. As an example, if a new grocery store is added to an area, customers who go to that store were already going to a grocery store elsewhere, and are most likely to choose the new store because it is closer to home or on their way to another location (e.g. work). So while the store would generate substantial new trips, it would lower Citywide VMT. Unless a project includes unique characteristics, non-residential projects do not increase VMT; they divert existing trips into a similar or more efficient pathway.

The proposed project is non-residential development of a vacant property, surrounded by existing development. The project does not include any unique characteristics which would draw in regional traffic, or which would prompt longer trips. The project would locate services and employment in proximity to existing developed areas, and would therefore have a neutral or positive impact on vehicle miles traveled. Impacts are less than significant.

c-d) The project has been reviewed by the City Engineering 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.

XVIII. Tribal Cultural Resources

As described within the Open Space and Conservation Element of the City of Roseville General Plan, the Roseville region was within the territory of the Nisenan (also Southern Maidu or Valley Maidu). Two large permanent Nisenan habitation sites have been identified and protected within the City's open space (in Maidu Park). Numerous smaller cultural resources, such as midden deposits and bedrock mortars, have also been

recorded in the City. A majority of documented sites within the City are located in areas designated for open space uses.

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:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
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)?			X	
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.		X		

Thresholds of Significance and Regulatory Setting:

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.

Discussion of Checklist Answers:

a) The WRSP EIR included a historic and cultural resources study, which concluded there were no listed or eligible sites documented in the project area. However, the WRSP EIR includes standard mitigation measures which are designed to reduce impacts to any previously undiscovered resources should any be found on site. Language included in the measure requires an immediate cessation of work, and the requirement to contact the appropriate agencies to address the resource before work can resume. The project will not result in any new

impacts beyond those already discussed and disclosed in the WRSP EIR; therefore, project-specific impacts are less than significant.

b) Notice of the proposed project was mailed to tribes which had requested such notice pursuant to Assembly Bill 52 (AB 52) on January 2, 2020. A request for consultation was received from the United Auburn Indian Community (UAIC) on January 7, 2020. City staff met with tribal representatives at the project site on February 7, 2020 and no resources were found to exist on the site. However, the UAIC recommended 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 herein as mitigation measure TCR-1.

In addition to the standard measure, the UAIC stated that oak trees in excess of 100 years in age should be considered tribal cultural resources, and that several of the largest trees on this site were likely to meet this criteria. Acting as lead agency, the City has evaluated the information provided by the UAIC to determine if it meets the definitions in Section 21074(a) of the Public Resources Code. This section states that tribal cultural resources are resources (including landscapes and features) which are:

- included or determined to be eligible for inclusion in the California Register of Historical Resources or a local register of historical resources or
- it meets the following National Register of Historic Places criteria and is determined to be significant, as supported by substantial evidence: it is associated with events that have made a significant contribution to the broad patterns of California's history and cultural heritage; is associated with the lives of persons important in our past; it embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of an important creative individual, or possesses high artistic values; or has yielded, or may be likely to yield, information important in prehistory or history.

The site is not listed on either the California or National Register of Historic Places. To be eligible for either register, a site or resource must be shown to meet one of the criteria for listing *and* must be found to be significant. Native oak trees are associated with tribal cultural history, and have served and continue to serve important purposes in tribal communities, including as a food supply and to provide materials for basketry, regalia and ceremonies, household utensils, structures, tools, and weapons. While oak trees in general are associated with events and persons important to cultural heritage, a site review found no resources on the site (such as hand stones) which would indicate that these trees in particular were associated with tribal activities.

In addition, the second part of the determination of eligibility requires a finding that the resource is significant. Significance requires the resource be uncommon, unique or have other particularly important characteristics. Several of the oak trees on this site are large, but not uncommonly so; there are many oak trees of similar size in the nearby open space preserve. The oak trees on the site do not have any uncommon, unique, or particularly important characteristics which would make them a significant resource. Therefore, the City acting as lead agency finds that the oak trees on the site do not meet the legal definitions of a tribal cultural resource.

The UAIC concluded consultation on April 14, 2020 with incorporation of the TCR-1 mitigation measure. With mitigation, impacts will be less than significant.

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

Water and sewer services will be provided by the City of Roseville. The developer will be responsible for extending new lines onto the site in order to serve the project. Storm water will be collected on-site and transferred via pipe into an off-site storm drain system. Solid waste will be collected by the City of Roseville's Refuse Department. The City of Roseville will provide electric service to the site, while natural gas will be provided by PG&E. Comcast will provide cable. The project has been reviewed by the City's Engineering Division, Environmental Utilities, Roseville Electric and PG&E. Adequate services are available for the project.

Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
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?			X	
b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?			X	
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?			X	

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
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?			X	
e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?			X	

Thresholds of Significance and Regulatory Setting:

The significance of impacts related to utilities and service systems is based directly on the CEQA Guidelines checklist items a–g listed above.

Discussion of Checklist Answers:

a) The major utility infrastructure to serve this area is already installed, which includes a looped sewer line and looped water line system in the streets surrounding the site, and stormwater lines. Minor additional infrastructure will be constructed within the project site to tie the project into the major systems, but these facilities will be constructed in locations where site development is already occurring as part of the overall project; there are no additional substantial impacts specific or particular to the minor infrastructure improvements.

b) The City of Roseville 2015 Urban Water Management Plan (UWMP), adopted May 2016, estimates water demand and supply for the City through the year 2040, based on existing land use designations and population projections. In addition, the Amoruso Ranch Water Supply Assessment (AR WSA, Appendix E of the Amoruso Ranch FEIR), dated May 2016, estimates water demand and supply for ultimate General Plan buildout. The UWMP indicates that existing water supply sources are sufficient to meet all near term needs, estimating an annual water demand of 45,475 acre-feet per year (AFY) by the year 2020 and existing surface and recycled water supplies in the amount of 70,421 AFY. The AR WSA estimates a Citywide buildout demand of 64,370 AFY when including recycled water, and of 59,657 AFY of potable water. The AR WSA indicates that surface water supply is sufficient to meet demand during normal rainfall years, but is insufficient during single- and multiple-dry years. However, the City's UWMP establishes mandatory water conservation measures and the use of groundwater to offset reductions in surface water supplies. Both the UWMP and AR WSA indicate that these measures, in combination with additional purchased water sources, will ensure that supply meets projected demand. The project, which is consistent with existing land use designations, would not require new or expanded water supply entitlements.

c) The proposed project would be served by the Pleasant Grove Wastewater Treatment Plant (PGWWTP). The Central Valley Regional Water Quality Control Board (RWQCB) regulates water quality and quantity of effluent discharged from the City's wastewater treatment facilities. The Pleasant Grove WWTP has the capacity to treat 12 million gallons per day (mgd) and is currently treating 7.0 mgd. The volume of wastewater generated by the proposed project could be accommodated by the facility, because Citywide planning of sewer infrastructure is based on land use, and the project is consistent with the existing land use designations. The proposed project will not contribute to an exceedance of applicable wastewater treatment requirements. The impact would be less than significant.

d,e) The Western Placer Waste Management Authority is the regional agency handling recycling and waste disposal for Roseville and surrounding areas. The regional waste facilities include a Material Recovery Facility (MRF) and the Western Regional Sanitary Landfill (WRSL). Currently, the WRSL is permitted to accept up to 1,900 tons of municipal solid waste per day. According to the solid waste analysis of the Amoruso Ranch Specific Plan FEIR, under current projected development conditions the WRSL has a projected lifespan extending through 2058. The project is consistent with the existing land use designation, and therefore there is sufficient existing capacity to serve the proposed project. Though the project will contribute incrementally to an eventual need to find other means of waste disposal, this impact of City buildout has already been disclosed and mitigation applied as part of each Specific Plan the City has approved, including the most recent Amoruso Ranch Specific Plan. All residences and business in the City pay fees for solid waste collection, a portion of which is collected to fund eventual solid waste disposal expansion. The project will not result in any new impacts associated with major infrastructure. Environmental Utilities staff has reviewed the project for consistency with policies, codes, and regulations related to waste disposal and waste reduction regulations and policies and has found that the project design is in compliance.

XX. Wildfire

If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Substantially impair an adopted emergency response plan or emergency evacuation plan?				X
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?				X
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?				X
d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of				X

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
runoff, post-fire slope instability, or drainage changes?				

Thresholds of Significance and Regulatory Setting:

The significance of impacts related to utilities and service systems is based directly on the CEQA Guidelines checklist items a–d listed above. 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.

Discussion of Checklist Answers:

a–d) Checklist questions a–d above do 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.

XXI. Mandatory Findings of Significance

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
e) Does the project have the potential to substantially 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?			X	
f) 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			X	

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
the effects of probable future projects.)				
g) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?			X	

Significance Criteria and Regulatory Setting:

The significance of impacts related to mandatory findings of significance is based directly on the CEQA Guidelines checklist items a–c listed above.

Discussion of Checklist Answers:

a–c) Long term environmental goals are not impacted by the proposed project. The cumulative impacts do not deviate beyond what was contemplated in the WRSP 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.

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 with mitigation the impacts are less than significant. As demonstrated in the initial study checklist, there are no "project specific significant effects which are peculiar to the project or site" that cannot be reduced to less than significant effects through mitigation (CEQA Section 15183) and therefore an EIR is **not** required. Therefore, **on the basis of the foregoing initial study:***

[X] I find that the proposed project COULD, but with mitigation agreed to by the applicant, clearly will not have a significant effect on the environment and a *MITIGATED NEGATIVE DECLARATION* has been prepared.

Initial Study Prepared by:

Kinarik Shallow

Kinarik Shallow, Associate Planner
City of Roseville, Development Services – Planning Division

Attachments:

1. West Roseville Specific Plan EIR (this document can be found online at:
<https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8775152>)
2. Mitigation Monitoring & Reporting Program
3. Health Risk Assessment
4. Arborist Report and Preliminary Tree Impact Plan
5. CalEEMod Results
6. Environmental Noise Assessment
7. Kimley-Horn Traffic Evaluation


DEVELOPMENT SERVICES DEPARTMENT – PLANNING DIVISION

311 Vernon Street, Roseville, CA 95678 (916) 774-5276

MITIGATION MONITORING AND REPORTING PROGRAM

Project Title/File Number:	WRSP PCL F-31 – The Plaza at Blue Oaks; File #PL17-0368
Project Location:	1950 Blue Oaks Boulevard, Roseville, Placer County, CA; APN 017-117-093-000
Project Description:	The proposed project is a retail center consisting of a ±35,000 square-foot anchor grocery store, a 12-pump gas station with a ±3,500 square-foot convenience store and car wash, and seven additional buildings ranging in size from approximately 3,750 square feet to 9,750 square feet. The project includes a Design Review Permit to review the site design and proposed buildings, a Tree Permit to remove several native oak trees on the westerly portion of the site, and a Tentative Subdivision Map to subdivide the parcel into eight (8) lots.
Environmental Document	Mitigated Negative Declaration
Project Applicant:	Joe Zawidski, Signature Management Company
Property Owner:	Joe Zawidski, West Roseville Development Company, Inc.
Lead Agency Contact Person:	Kinarik Shallow, Associate Planner, 916-746-1309

Section 21081.6 of the California Public Resources Code requires public agencies to "adopt a reporting and monitoring program for the changes to the project which it has adopted or made a condition of project approval in order to mitigate or avoid significant effects on the environment." This Mitigation Monitoring and Reporting Program has been adopted for the purpose of avoiding environmental impacts

MONITORING PROCESS: Existing monitoring mechanisms are in place that assist the City of Roseville in meeting the intent of CEQA. These existing monitoring mechanisms eliminate the need to develop new monitoring processes for each mitigation measure. These mechanisms include grading plan review and approval, improvement/building plan review and approval and on-site inspections by City Departments. Given that these monitoring processes are requirements of the project, they are not included in the mitigation monitoring program.

It shall be the responsibility of the project applicant/owner to provide written notification to the City using the Mitigation Verification Cover Sheet and Forms, in a timely manner, of the completion of each Mitigation Measure as identified on the following pages. The City will verify that the project is in compliance with the adopted Mitigation Monitoring and Reporting Program. Any non-compliance will be reported by the City to the applicant/owner, and it shall be the project applicant's/owner's responsibility to rectify the situation by bringing the project into compliance. The purpose of this program is to ensure diligent and good faith compliance with the Mitigation Measures which have been adopted as part of the project.

TABLE OF MITIGATION MEASURES					
Mitigation Measure	Implementation	Timing	Reviewing Party	Documents to be Submitted to City	Staff Use Only
BIO-1: Avoid nesting sites 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: (a) When feasible, all tree removal shall occur between August 30 and February 15 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. This period may be modified with the authorization of the DFG; or (b) Prior to the beginning of mass grading, including grading for major infrastructure improvements, during the period between February 15 and August 30, 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 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. The appropriate buffer shall be determined by the City in consultation with CDFG. (c) 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. (d) In the event that a nest is abandoned, despite efforts to minimize disturbance, and if the nestlings are still alive, the developer shall contact CDFG and, subject to CDFG approval, fund the recovery and hacking (controlled release of captive reared young) of the nestling(s). (e) 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. (f) The project applicant, in consultation with the CDFG, shall conduct a pre-construction survey within the phases of the project site that are scheduled for construction activities. The survey shall be conducted by a qualified biologist to determine if burrowing owls are occupying the project site. The survey shall be conducted no more than three weeks prior to grading of the project site. If the above survey does not identify burrowing owls on the project site, then no further mitigation would be required. However, should burrowing owls be found on the project site, the following measures shall be required: (g) The applicant shall avoid all potential burrowing owl burrows that may be disturbed by project construction during the breeding season between February 15 and August 30 (the period when nest burrows are typically occupied by adults with eggs or young). Avoidance shall include the establishment of a 350-foot diameter non-disturbance buffer zone around any occupied burrows. The buffer zone shall be delineated by highly visible temporary construction fencing. Disturbance of any occupied burrows shall only occur outside of the breeding season (August 30 through February 15). Based on approval by the CDFG, preconstruction and nonbreeding season exclusion measures may be implemented to preclude burrowing owl occupation of the project site prior to project-related disturbance (such as grading). Burrowing owls may be passively excluded from burrows in the construction area by placing one-way doors in the burrows according to current CDFG 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. 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. The one-way doors shall not be used more than two weeks before construction to ensure that owls do not recolonize the area of construction.	Results of preconstruction surveys shall be submitted prior to the issuance of a grading permit or Improvement Plans. Applicable construction restrictions shall be reflected within plans. The applicants shall prepare annual reports on the status and success of mitigation and shall submit these reports to USFWS and CDFG. The applicants shall coordinate with USFWS and CDFG to modify as necessary any mitigation plans in an effort to attain mitigation success.	<i>Pre-Construction and Construction:</i> Surveys required prior to construction. If surveys are positive for birds, then remainder of mitigation steps are required prior to construction. Add as note on Improvement Plans.	Engineering	Nesting bird surveys	
NOI-1: Commercial Noise Control	Project plans will be reviewed for compliance. The applicants shall submit site-specific acoustical	<i>Pre-Construction:</i> Prior to issuance of Improvement Plans and/or Building Permits	Engineering will review Improvement Plans for	An Acoustical Study	

For all commercial uses within 150 feet of residential uses, implement the following or equally effective measures: (a) For commercial loading docks and on-site truck circulation areas that are planned to be within 150 feet of sensitive receptors (including backyards), the following measures shall be implemented: (1) Loading docks and on-site truck circulation routes shall be designed to ensure that noise levels do not exceed 70 dB Lmax or 50 dB hourly Leq at the nearest residence. An acoustic analysis shall demonstrate that the loading area design, including any noise attenuation features (e.g., covering, sound walls, orientation) would be adequate to achieve this standard; and, (2) Deliveries shall generally be limited to the hours between 7:00 A.M. and 10:00 P.M. (b) For all commercial buildings, roof-top HVAC shall be oriented away from residential areas and systems shall not produce noise levels that exceed 50 dB at a distance of 25 feet. In addition, roof-top parapets shall block line-of-sight from noise-sensitive uses to HVAC equipment. (c) Setbacks or enhanced barriers (e.g., 8 feet tall) as needed to achieve City standards. (d) Car wash entrance and exit doors shall be kept in the closed position during wash cycles. Car wash operations shall be limited to the hours of 7:00 A.M. and 10:00 P.M. An acoustical analysis shall be conducted to demonstrate that City noise standards would be achieved by these measures. Additional measures shall be implemented, if needed, to meet the standards.	analyses to the Chief Building Inspector for review.	Add as note on Improvement Plans and Building Plans	compliance with wall and noise requirements. Building will review Building Plans for compliance with HVAC requirements.		
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.	This condition shall be reflected in all construction and building plans, and construction site workers shall be advised by the site manager of this measure.	Construction: Measure applies if resources are discovered during construction. Add as note on Improvement Plans and Building Plans.	Engineering and Building	None	

MITIGATION VERIFICATION SUBMITTAL COVER SHEET

Project Title/Planning File # _____

Project Address _____

Property Owner _____

Planning Division Contact _____

SUMMARY OF VERIFICATION MATERIALS INCLUDED IN THIS SUBMITTAL

Mitigation Measure	Supporting Attachments Included	Date Complete

I HAVE ATTACHED THE FOLLOWING REQUIRED ITEMS:

- ☐ Table of Applicable Mitigation Measures
- ☐ Mitigation Verification Form(s)
- ☐ Specific supporting documentation required by measure(s), if applicable (e.g. biologist's report)

I hereby certify under penalty of perjury under the laws of the State of California that I am the property owner or an agent of the property owner and am authorized to submit this Mitigation Verification Form. I also certify that the above-listed mitigation measures have been completed in the manner required, and that all of the information in this submittal is true and correct, to the best of my knowledge:

Signature and Date

Print Name

Contact Number

MITIGATION VERIFICATION FORM

Mitigation Measure _____

Description of Monitoring and Verification Work Performed. The following information is a required part of the description: dates, personnel names or titles, and the stage/phase of construction work. Additional notes sheets may be attached, if necessary, or the below may simply reference a separate attachment that provides the required information.

INSTRUCTIONS

COVER SHEET:

A Cover Sheet for the project/development is prepared by City staff, with the top portion filled out. Each time Mitigation Verification Forms(s) are being submitted, a Cover Sheet completed by the Developer, Contractor, or Designee is required. An example of a completed summary table is provided below. The signature on the Cover Sheet must be *original wet ink*.

EXAMPLE MITIGATION VERIFICATION SUBMITTAL COVER SHEET

Project Title/Planning File #	New Coffee Shop, PL15-0000
Project Address	10 Justashort Street
Property Owner	Jane Owner
Planning Division Contact	Joe Planner, Associate Planner, (916) 774-####

SUMMARY OF VERIFICATION MATERIALS INCLUDED IN THIS SUBMITTAL

Mitigation Measure	Supporting Attachments Included	Date Complete
MM-3	Copy of survey report signed by biologist	5/10/2016
MM-4	All information included in Mitigation Verification Form	5/12/2016
MM-5	E-mail from Air District approving Dust Control Plan	5/05/2016

MITIGATION VERIFICATION FORM:

A Mitigation Verification Form is provided by City staff, along with the Cover Sheet and Table of Applicable Mitigation Measures. A form is filled in and submitted for each mitigation measure by the Developer, Contractor, or Designee. The form needs only the mitigation number to be filled in, along with the Description of Monitoring and Verification Work Performed. Multiple forms may be submitted simultaneously, under one cover sheet. It is also permissible to submit a form for each part of a measure, on separate dates. For instance, in the example measure MM-4 in the table above, the actual mitigation requires informing construction workers *and* retaining a qualified archeologist if resources are uncovered. Thus, a developer may submit a form in May certifying that construction workers have been informed, and also submit a second copy of the form in July because resources were discovered and additional actions had to be undertaken.

Each mitigation measure specifies the type of supporting documentation required; this must be submitted in order for the City to accept the mitigation as complete. An example of a completed Mitigation Verification Form is provided below.

EXAMPLE MITIGATION VERIFICATION FORM

Mitigation Measure MM3

Description of Monitoring and Verification Work Performed. The following information is a required part of the description: dates, personnel names or titles, and the stage/phase of construction work. Additional notes sheets may be attached, if necessary, or the below may simply reference a separate attachment that provides the required information.

The mitigation measure text is included on the Improvement Plans General Notes page (Improvement Plan EN15-0001). On May 4, 2016, prior to any ground-disturbing activities (the pre-construction phase), a site meeting was held. At this meeting, workers on the site were informed of the potential to unearth remains, and were instructed to cease work and notify their supervisor immediately if any resources were observed.



HEALTH RISK ASSESSMENT
Signature Homes, Inc. - Plaza at Blue Oaks
Roseville, CA

Placer County Air Pollution Control District
Health Risk Assessment Submittal

Prepared By:

TRINITY CONSULTANTS
3301 C Street, Suite 400
Sacramento, CA 95816
(916) 444-6666

March 2020

Project 180506.0096



Environmental solutions delivered uncommonly well

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LIST OF ABBREVIATIONS / ACRONYMS

AB2588	Air Toxics "Hot Spots" Information and Assessment Act
AERMOD	American Meteorological Society Regulatory Model
BPIPPRIME	Building Profile Input Program PRIME
CARB	California Air Resources Board
CAS	Chemical Abstract System
GIS	Geographic Information System
HARP	Hot Spots Analysis and Reporting Program
HI	Hazard Index
NC Acute	Non-carcinogenic Acute
NC Chronic	Non-carcinogenic Chronic
HRA	Health Risk Assessment
NED	National Elevation Datasets
MEIR	Maximally Exposed Individual Resident
MEIW	Maximally Exposed Individual Worker
OEHHA	Office of Environmental Health Hazard Assessment
PM	Particulate Matter
PMI	Point of Maximum Impact
REL	Reference Exposure Level
TAC	Toxic Air Contaminants
USEPA	United States Environmental Protection Agency
UTM	Universal Transverse Mercator
ZOI	Zone of Impact
USGS	United States Geological Survey

1. EXECUTIVE SUMMARY

Signature Homes, Inc. is developing a gas pad (The Facility) in the southeast corner of the Plaza at Blue Oaks development in Roseville, California. The Facility is under the jurisdiction of the Placer County Air Pollution Control District (PCAPCD). After reviewing the relevant Committee of the California Air Pollution Control Officers Association (CAPCOA) guidance for conducting health risk assessments (HRAs) at gasoline stations, it was determined that The Facility would be unable to screen out of doing an HRA, as the estimated impacts were above a 10 in 1 million cancer risk. Therefore, Signature Homes, Inc. is submitting this refined HRA for the Facility to demonstrate that health risk impacts are below 10 in 1 million cancer risk and a hazard index of 1. This report constitutes the results of the HRA performed in accordance with the Placer County Air Pollution Control District's guidelines for preparing a health risk assessment and the Office of Environmental Health Hazard Assessment (OEHHA) developed *Air Toxics Hot Spots Program Guidance Manual for the Preparation of Health Risk Assessments* (OEHHA HRA Guidance Manual).¹ The analysis uses the Hotspots Analysis and Reporting Program (HARP) Version 2.0 with inputs from US-EPA's AERMOD modeling program to perform the exposure/risk assessment.

The objectives of this HRA are to: (1) estimate off-site air concentrations of the substances identified in AB2588 and emitted from the facility, (2) evaluate potential exposures to the surrounding community, (3) characterize the potential health risks to individuals and the exposed population associated with those levels of exposure, and (4) determine if additional actions are required. This report presents the results of the HRA analysis. In addition to this HRA report, supplemental modeling and HRA files have been provided via an electronic data transfer system.

The results obtained from HARP provide the necessary information to generate the zones of impact (ZOIs) and identify potentially exposed populations. In addition, potential health effects were evaluated for the maximum exposed individual resident (MEIR) and the maximum exposed individual worker (MEIW) for both non-carcinogenic and carcinogenic health impacts. The results of the HRA are summarized in Table 1-1 below.

¹ Office of Environmental Health Hazard Assessment (OEHHA), *Air Toxics Hot Spots Program, Risk Assessment Guidelines, Guidance Manual for Preparation of Health Risk Assessments*, February 2015, California Environmental Protection Agency.

Table 1-1. HRA Results Summary

Receptor Type	Cancer Risk		Chronic		Acute	
	Receptor ID	Risk (in a million)	Receptor ID	Hazard Index	Receptor ID	Hazard Index
Point of Maximum Impact	319	48.39	319	0.23	291	0.73
Maximum Exposed Individual Resident	422	4.45	422	0.02	312	0.23
Maximum Exposed Individual Worker	320	2.42	320	0.13	347	0.48

1.1. APPLICABLE REGULATIONS

In accordance with our correspondence with Emmanuel Orozco of Placer County, dated March 24, 2016, public notice and risk reduction are triggered for a cancer risk greater than or equal to 10 in 1 million and non-cancer hazard index greater than or equal to 1. The results in Table 1-1 show that the Facility does not trigger the public notice or risk reduction thresholds for cancer risk or any of the non-cancer hazard indices.

For this HRA, Trinity used HARP – Air Dispersion and Risk Tool (Version 2.0 dated 19121).

2. FACILITY INFORMATION

Table 2-1. Facility Information

Facility Name	The Plaza at Blue Oaks Plaza
Facility Address	1950 Blue Oaks Blvd Fiddymment F-31 Roseville, CA
UTM Coordinates	642,811.78 m E, 4,294,994.31 m N
Datum	UTM, NAD83, Zone Grid 10S

2.1. FACILITY OPERATIONS

The Facility is a gas station that is being installed as part of the Plaza at Blue Oaks development project, which consists of 92,450 square feet of commercial and retail development in Roseville, California. The Facility specifically contains fuel pumps and underground fuel tanks with a Phase I & II vapor recovery system. The annual throughput of the Facility will have a maximum throughput of 5.5 million gallons per year.

2.2. EMISSIONS

The emissions for this HRA are based on the 2017 Risk Assessment Procedures provided by South Coast Air Quality Management District² and the maximum annual gasoline throughput. A summary of facility-wide emissions is provided in Table 2-2.

Table 2-2. Facility Emissions Summary

Pollutant ID	Pollutant Name	lbs/yr	lbs/hr
71432	Benzene	21.74	0.00248
100414	Ethylbenzene	19.96	00.00228
91203	Naphthalene	2.31	0.00026

² South Coast Air Quality Management District, *Risk Assessment Procedures for rules 1401, 1401.1 and 212 version 8.1*, September 1, 2017

3. SOURCE AND EMISSION INVENTORY INFORMATION

3.1. RELEASE INFORMATION

Emission source locations and elevations are provided in Table 3-1. Tables 3-2 and 3-3 identify the release information for the point sources and volume sources at the facility, respectively.

Table 3-1. Emission Source Modeling Locations

Model ID	Description	X (m)	Y (m)	Elevation	Emission Rate (g/s)
VENT	Loading	642,809.3	4,294,992.7	32.98	1
VENT2	Breathing	642,809.3	4,294,992.7	32.98	1
SPILL	Loading Spill Emissions	642,809.3	4,294,992.7	32.98	1
REFUEL	Refueling Emissions	642,809.3	4,294,992.7	32.98	1

Table 3-2. Emission Source Modeling Parameters – Point Sources

Model ID	Description	Stack Height (m)	Temp (F)	Stack Velocity (m/s)	Stack Diameter (ft)
VENT	Loading	3.66	60	0	2
VENT2	Breathing	3.66	60	0	2

Table 3-3. Emission Source Modeling Parameters – Volume Sources

Model ID	Description	Release Height (m)	Init. Lat. Dimension (m)	Init. Vert. Dimension (ft)
REFUEL	Loading Spill Emissions	1	3.02	1.86
SPILL	Refueling Emissions	0	3.02	1.86

4. EMISSION QUANTIFICATION

The emission factors and weight percent values from South Coast Air Quality Management District Risk Assessment Procedures were used to determine emission rates and potential health impacts. Using a maximum yearly throughput of 5.5 million gallons per year and the emission factors listed in Table 4-1, the estimated yearly emissions from the project are summarized in Tables 4-2 below.

Table 4-1. SCAQMD Risk Assessment Procedure Emission Factors

Pollutant	Source	Pollutant Emission Factor (lb Pollutant/1,000 gal)
Benzene	VENT	6.83E-04
	VENT2	1.09E-04
	SPILL	1.70E-03
	REFUEL	1.46E-03
Ethylbenzene	VENT	1.61E-04
	VENT2	2.57E-05
	SPILL	3.10E-03
	REFUEL	3.42E-04
Naphthalene	VENT	6.00E-07
	VENT2	9.60E-08
	SPILL	4.18E-04
	REFUEL	1.28E-06

Table 4-2. Yearly and Hourly Project Emissions

Pollutant	Source	Throughput (gal)	Emission Rate (lb/yr)	Emission Rate (lb/hr)
Benzene	VENT	5,500,000	3.76	8.58E-04
	VENT2	5,500,000	0.60	1.37E-04
	SPILL	5,500,000	9.35	2.13E-03
	REFUEL	5,500,000	8.03	1.83E-03
Ethylbenzene	VENT	5,500,000	0.89	2.02E-04
	VENT2	5,500,000	0.14	3.23E-05
	SPILL	5,500,000	17.1	3.89E-03
	REFUEL	5,500,000	1.88	4.29E-04
Naphthalene	VENT	5,500,000	0.003	7.53E-07
	VENT2	5,500,000	0.001	1.21E-07
	SPILL	5,500,000	2.30	5.25E-04
	REFUEL	5,500,000	0.007	1.61E-06

5. AIR DISPERSION INFORMATION

5.1.1. Spatial Averaging

Spatial averaging was not used to determine risk values for receptors. Instead, the most conservative, representative value for each receptor was chosen. This methodology results in a higher risk values than spatial averaging and is therefore a more conservative approach.

5.1.2. Meteorological and Elevation Data

Five years of pre-processed meteorological data supplied by the California Air Resources Board (CARB) for 2009 through 2013 were used for this model.³ The surface station data are from Sacramento International Airport (WBAN 23232) and the upper air data are from Oakland International Airport (WBAN 23230). Terrain data were obtained from the Multi-Resolution Land Characteristics Consortium (MRLC) in the form of National Elevation Dataset (NED) files at 1/3 arc second resolution.⁴

5.1.3. Model Options

Air dispersion modeling is performed with US-EPA AERMOD through the EPA approved BREEZE user interface. All modeling exercises were conducted using the previous version of EPA AERMOD (v18081). Air dispersion modeling was prepared prior to the release of v19191. No differences are expected between AERMOD versions. Modeling was performed utilizing all regulatory defaults as defined by EPA. Selected outputs were for the 1st high 1-hr and 1st high period values.

The following modeling input files are included electronically in Appendix D.

- Surface Met Data File (*.sfc)
- Profile Met Data File (*.pfl)
- National Elevation Database File (*.ned)
- AERMAP Source File (*.aermap.src)
- AERMAP Receptor File (*.aermap.rec)
- BPIP Input File (*.bpip.inp)
- AERMOD Input File (*.aermod.inp)

The following modeling output files are included electronically in Appendix D.

- AERMAP Output File (*.aermap.out)
- BPIP Summary File (*.bpip.sum)
- BPIP Output File (*.bpip.out)
- AERMOD Output File (*.aermod.out)
- AERMOD Error File (*.aermod.err)
- Plotfiles (*.plt and *.txt)

Building downwash was not included as CAPCOA guidelines for industry-wide risk assessments of gasoline stations states “Results of the modeling indicated that the placement of the buildings and their subsequent potential to create downwash have very little effect on the resultant risks from the vent pipes.”

³ <https://www.arb.ca.gov/toxics/harp/metfiles2.htm>

⁴ <https://www.mrlc.gov/viewerjs/>

5.1.4. Receptor Placement

The following receptor placements were used for this HRA.

- **Nearby Residences and Workers (Discrete Grid)** - The modeling discrete receptor grid uses a variable density receptor grid with 10 m spacing out to 150 m from the center of the facility, and 25m spacing out to 500m from the center of the facility. Given the nature of the facility emissions and the nearby workplaces and residences, a high density receptor approach was used to ensure the worst case Residential and Worker impacts were captured in the modeling exercise. Residential and workplace receptors were identified using a joining of modeled HRA impacts with satellite imagery. The MEI receptors were conservatively matched to grid receptors with the maximum impacts on parcels identified as residences and workplaces.
- **Sensitive Receptors** - No sensitive receptors were identified within the Zone of Influence (ZOI) of the facility.
- **Census Block Receptors** - AB2588 also requires an estimates of the number of impacted individuals in residences and off-site workplaces within the ZOI. Census data is used to determine affected populations within geographic areas defined by census tracts. A census tract centroid (geographical center) is identified as a receptor location, which represents exposure to the population within that census tract. For this HRA, affected populations were estimated based on census data obtained from the built-in HARP 2.0 2010 Census Database. Figure B-2 shows the impacted census tracts for this HRA within the ZOI. Census tract information was obtained directly from HARP 2.0 by inputting the facility center point and requesting receptors out to a radius of 300 meters. All census block receptors with a population of 0 were excluded from the Cancer Burden analysis. Only one census block receptor was identified within the ZOI and is listed in Table 5-1 below.

Table 5-1. Census Block Receptor

Track No.	Block No.	X (m)	Y (m)	Elev. (m)	Population
21039	1002	642,710	4,294,813	31.25	48

- **Onsite Receptors** – No onsite receptors were identified.

5.1.5. Receptors Evaluated for Multipathway Analysis

A summary of receptor pathways chosen for the analysis is shown in Table 5-2 below.

Table 5-2. Receptor Pathways Evaluated

Pathway	Residential Receptors	Worker Receptors
Inhalation	Y	Y
Soil	Y	Y
Dermal	Y	Y
Mother's Milk	Y	
Homegrown Crop		
Chicken		
Egg		

5.1.6. Multipathway and Exposure Parameters

Only default HARP2 values were used for the pathways identified in Section 5.1.6 of this report.

5.1.7. Health Values and HARP Version Used in Risk Analysis

For this HRA, Trinity used the last version of HARP – Air Dispersion and Risk Tool (Version 2.0 dated 19121). This version of HARP utilized a health.mdb file updated on May 1, 2019.

6. SUMMARY OF RESULTS

Summary results are presented in Tables A-1 through A-4. The content contained within each table is listed below:

- Table A-1. Summary of Maximum Cancer Health Risk Impacts
- Table A-2. Summary of Maximum Chronic Non-cancer Health Risk Impacts
- Table A-3. Summary of Maximum Acute Non-cancer Health Risk Impacts
- Table A-4. Census Block Receptors and Impacts

6.1.1. Risk Driver Tables

Tables A-5 through A-7 show the driving devices and pollutants for each MEIR, MEIW, and PMI for cancer, non-cancer chronic, and non-cancer acute impacts.

7. MAPS AND AERIAL PHOTOS REQUIRED BY DISTRICT

Figures B-1 through B-6 included in Appendix B include the required imagery and isopleths and are summarized below:

- > Figure B-1. Facility Location
- > Figure B-2. Census Receptor
- > Figure B-3. 1 in 1 million resident cancer risk isopleth
- > Figure B-4. 1 in 1 million worker cancer risk isopleth
- > Figure B-5. Acute non-cancer HI of 0.1 risk isopleth
- > Figure B-6. Chronic non-cancer HI of 0.1 risk isopleth

8. REQUIRED FILES

The following files are provided electronically.

- Written HRA report (*.pdf)
- HARP 2 Facility and Emissions Database (*.mdb)
- Project Summary Report (ProjectSummaryReport.txt)
- Ground Level Concentration Files (*.txt)
- Health Database (*.mdb)
- Air Dispersion Files
 - o Surface Met Data File (*.sfc)
 - o Profile Met Data File (*.pfl)
 - o National Elevation Database File (*.ned)
 - o AERMAP Source File (*.aermap.src)
 - o AERMAP Receptor File (*.aermap.rec)
 - o BPIP Input File (*.bpip.inp)
 - o AERMOD Input File (*.aermod.inp)
 - o AERMAP Output File (*.aermap.out)
 - o BPIP Summary File (*.bpip.sum)
 - o BPIP Output File (*.bpip.out)
 - o AERMOD Output File (*.aermod.out)
 - o AERMOD Error File (*.aermod.err)
 - o Plotfiles (*.plt and *.txt)
- Risk Analysis Files
 - o Input file with risk scenario and site specific information (*.HRAInput.hra)
 - o Supplemental input file with health values (*.PolDB.csv)
 - o Supplemental input file with GLCs (*.GLCList.csv)
 - o Output log file (*.output.txt)
 - o Output file with cancer risk details (*.CancerRisk.csv)
 - o Output file with chronic non-cancer risk details (*.NCChronicRisk.csv)
 - o Output file with acute non-cancer risk details (*.NCACuteRisk.csv)
 - o Pathway Receptor Information (*.PathwayRec.csv)

Appendix A: TABLES

Table A-1. Summary of Maximum Cancer Health Risk Impacts

Receptor type	Cancer Risk (in a million)	Significance Threshold	Receptor Number	UTME (m)	UTMN (m)
PMI	29.35	N/A	320	642,799.3	4,295,012.7
MEIR	2.84	≥10	423	642,839.3	4,294,922.7
MEIW	1.50	≥10	321	642,799.3	4,295,022.7

Table A-2. Summary of Maximum Chronic Non-cancer Health Risk Impacts

Receptor type	Chronic Non-Cancer HI	Significance Threshold	Receptor Number	UTME (m)	UTMN (m)
PMI	1.28E-01	N/A	320	642,799.3	4,295,012.7
MEIR	1.25E-02	≥1	423	642,839.3	4,294,922.7
MEIW	7.20E-02	≥1	321	642,799.3	4,295,022.7

Table A-3. Summary of Maximum Acute Non-cancer Health Risk Impacts

Receptor type	Acute Non-Cancer HI	Significance Threshold	Receptor Number	UTME (m)	UTMN (m)
PMI	7.34E-01	N/A	292	642,789.3	4,294,992.7
MEIR	2.35E-01	≥1	313	642,799.3	4,294,912.7
MEIW	4.95E-01	≥1	348	642,809.3	4,295,022.7

Table A-4. Census Block Receptors and Impacts

Track:	Block:	X (m)	Y (m)	Population:	AERMOD Description	Excess Cancer Risk	Burden
21039	1002	642,710.00	4,294,813.00	48	Track: 21039, Block: 1002, Population: 48	5.19E-07	2.49E-05
						Total:	2.49E-05

Table A-5. PMI Risk Drivers

Receptor Type	Receptor Number	UTME (m)	UTMN (m)	Driving Pollutant	Driving Source
PMI - Cancer	320	642,799.3	4,295,012.7	Benzene	SPILL
PMI - NC Chronic	320	642,799.3	4,295,012.7	Benzene	SPILL
PMI - NC Acute	292	642,789.3	4,294,992.7	Benzene	SPILL

Table A-6. MEIR Risk Drivers

Receptor Type	Receptor Number	UTME (m)	UTMN (m)	Driving Pollutant	Driving Source
MEIR - Cancer	423	642,839.3	4,294,922.7	Benzene	SPILL
MEIR - NC Chronic	423	642,839.3	4,294,922.7	Benzene	SPILL
MEIR - NC Acute	312	642,809.3	4,295,022.7	Benzene	SPILL

Table A-7. MEIW Risk Drivers

Receptor Type	Receptor Number	UTME (m)	UTMN (m)	Driving Pollutant	Driving Source
MEIW - Cancer	321	642,799.3	4,295,022.7	Benzene	SPILL
MEIW - NC Chronic	321	642,799.3	4,295,022.7	Benzene	SPILL
MEIW - NC Acute	348	642,809.3	4,295,022.7	Benzene	SPILL

Table A-8. Pollutant Health Values¹

Pollutant ID	Pollutant Abbreviation	Inhalation Cancer Potency Factor (mg/kg*d)	Inhalation Chronic REL (µg/m ³)	Inhalation Chronic 8- hour REL (µg/m ³)	Inhalation Acute REL (µg/m ³)	Inhalation Unit Risk (µg/m ³)
71432	Benzene	0.1	3	3	27	2.90E-05
100414	Ethyl Benzene	0.0087	2,000			2.50E-06
91203	Naphthalene	0.12	9			3.40E-05

1. Oral Cancer Slope Factors and Oral Chronic RELs are not listed because none of the pollutants have health values for those pathways

Appendix B: FIGURES

Figure B-1. Facility Location

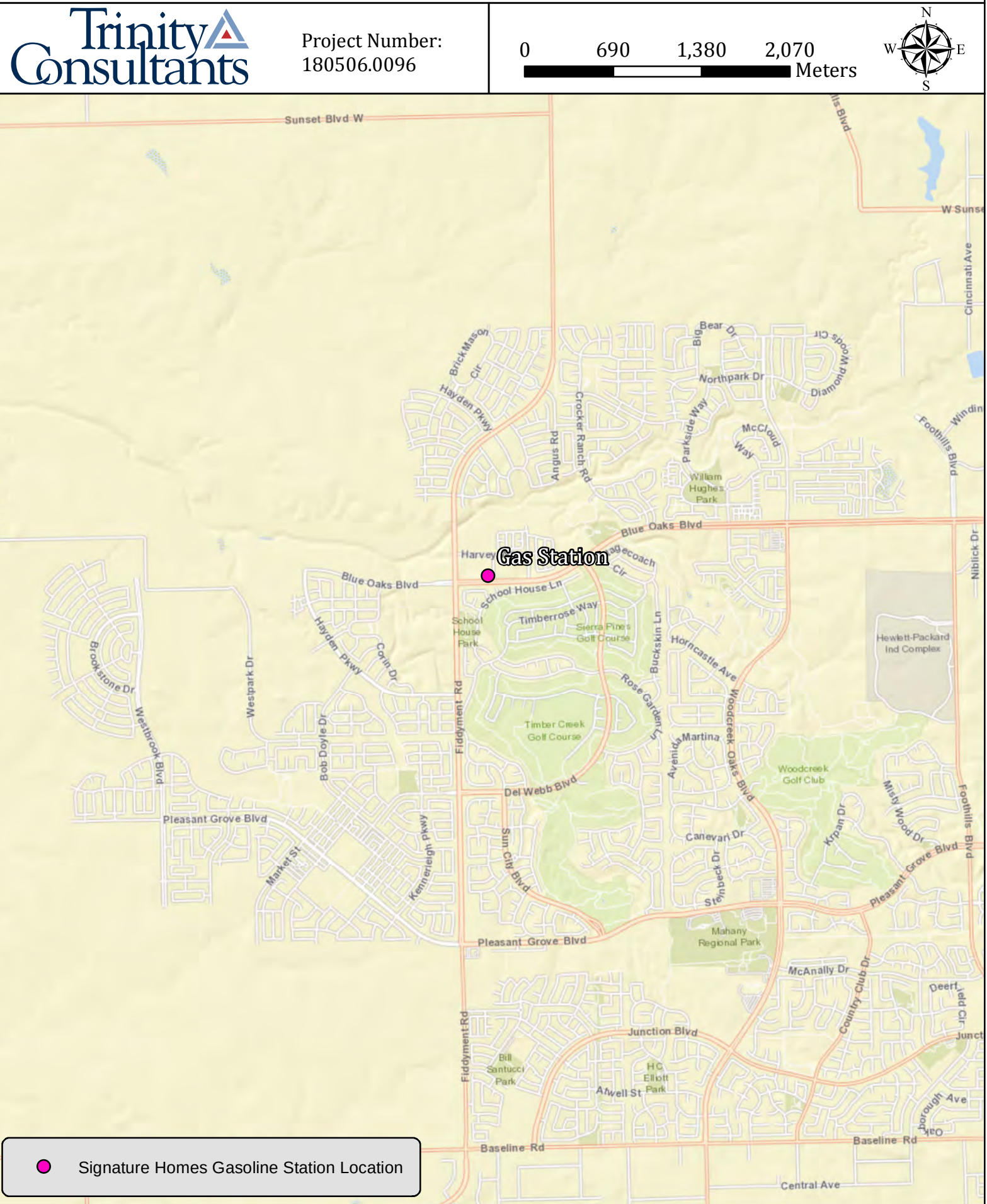


Figure B-2. Census Receptor



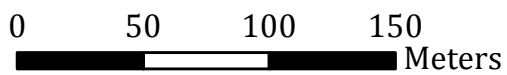
Figure B-3. Resident Cancer Risk



Figure B-4. Worker Cancer Risk

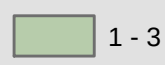


Project Number:
180506.0096



Worker Cancer Risk

1 in 10⁶



 Signature Homes Gasoline Station Location

Figure B-5. Acute Hazard Index

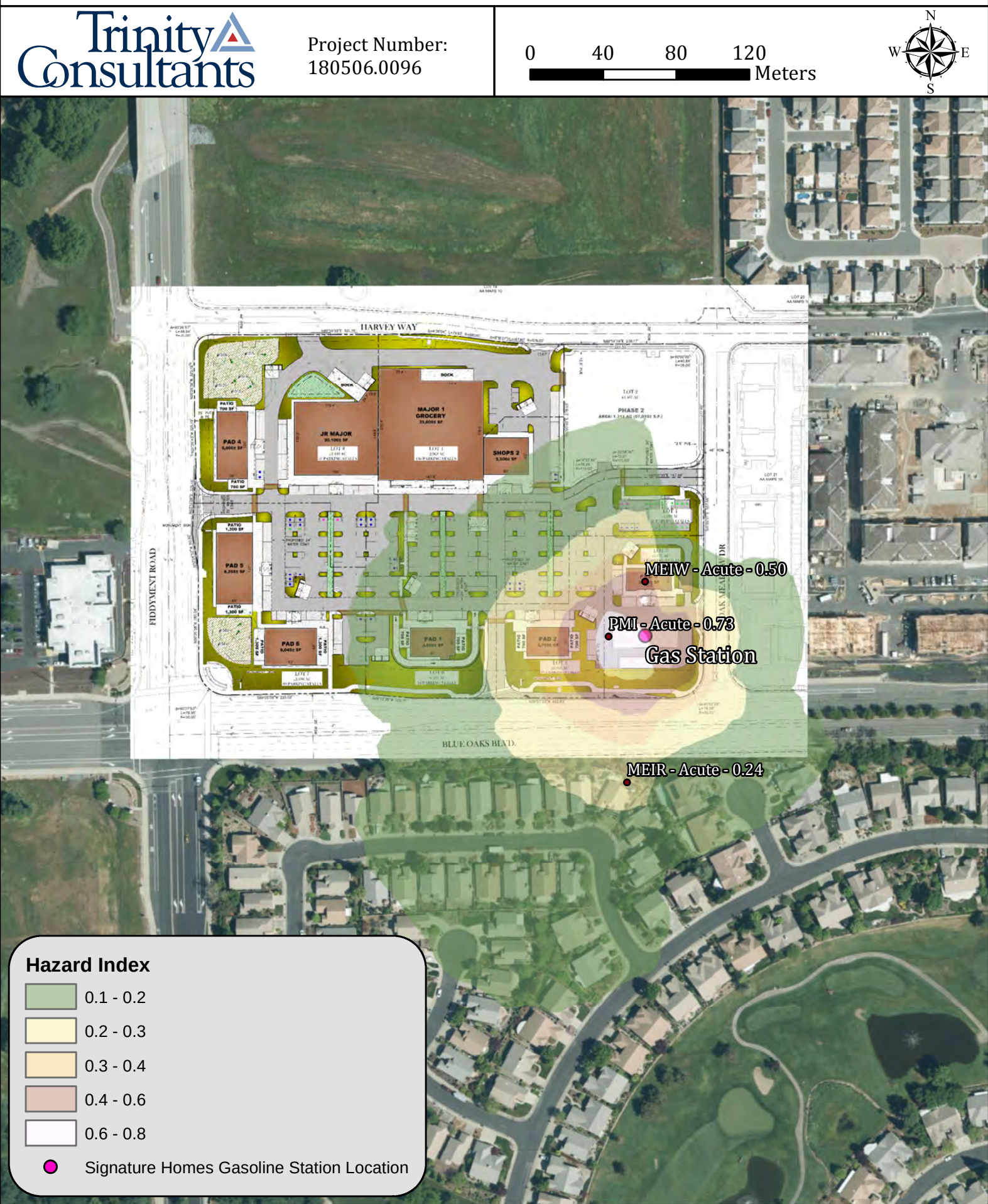


Figure B-6. Chronic Hazard Index



Hazard Index

0.1 - 0.2

Signature Homes Gasoline Station Location

Appendix C: MODELING FILES - ELECTRONIC COPY



California Tree and Landscape Consulting, Inc.

February 20, 2020

Joseph Zawidski
Signature Homes, Inc.
4670 Willow Road, Suite 200
Pleasanton, California 94588

Via Email: jzawidski@hotmail.com

PROPERTY TRANSITION ARBORIST REPORT

RE: Arborist Report and Tree Inventory for Fiddymment Farms, Unit 17 Project Site
City of Roseville, California

Executive Summary:

Signature Homes, Inc. contacted California Tree and Landscape Consulting, Inc. to document the trees on the property for a better understanding of the existing resource and any potential improvement obstacles that may arise. Signature Homes, Inc. requested an arborist report and tree inventory updates and impact assessment for the property located at Fiddymment Farms, Unit 17, suitable for submittal to the City of Roseville. This is an Updated Arborist Report and Tree Inventory for the filing of plans to develop the property.

Ed Stirtz, ISA Certified Arborist WE0510A, visited the property on February 17, 2020, to provide updated species identification, measurements of DBH and canopy, field condition notes, recommended actions, ratings, and approximate locations for the trees. A total of 26 trees were evaluated on this property, of which 26 are protected trees according to the City of Roseville's Municipal Code. Chapter 19.66, Tree Preservation, defines a "Protected Tree" as any native oak tree equal to or greater than 6 inches diameter at breast height (DBH) measured as a total of a single trunk or multiple trunks. The purpose of this field reconnaissance effort was to identify, inventory, and comment upon the current structure and vigor of the "protected trees" located within and/or overhanging the project site.

The vegetation on site includes those native oak trees as identified in the inventory and three to five other substandard size oak trees 1" to 2" diameter range.

TABLE 1

Tree Species	Trees on this Site	Protected Trees on the Site	Proposed for Removal for Development	Total Proposed for Retention
Blue Oak	13	13	11	2
Interior Live Oak	10	10	7	3
Valley Oak	3	3	2	1
TOTALS	26	26	20	6



ASSIGNMENT

Perform an examination of the site to document the presence and condition of trees protected by the City of Roseville. The “study area” for this effort includes the area as depicted on “The Plaza at Blue Oaks” preliminary tree impact plan prepared by TSD Engineering, Inc., dated February 5, 2020. (All trees protected by the City are included in the inventory.) Prepare a report of findings.

METHODS

Appendix 2 and Tables 1, 2 and 3 in this report are the detailed inventory and recommendations for the trees. The following terms and Table A – Ratings Descriptions will further explain our findings.

Species of trees is listed by our local common name and botanical name by genus and species.

DBH (diameter breast high) is normally measured at 4’6” (54” above the average ground, height but if that varies then the location where it is measured is noted here. A steel diameter tape was used to measure the trees.

Canopy radius is measured in feet. It is the farthest extent of the crown composed of leaves and small twigs measured by a Stanley digital distance meter. This measurement often defines the Critical Root Zone (CRZ) or Protection Zone (PZ), which is a circular area around a tree with a radius equal to this measurement.

Actions listed are recommendations to improve health or structure of the tree. Trees in public spaces require maintenance. If a tree is to remain and be preserved, then the tree may need some form of work to reduce the likelihood of failure and increase the longevity of the tree. Preservation requirements and actions based on a proposed development plan are not included here.

Arborist Rating is subjective to condition and is based on both the health and structure of the tree. All of the trees were rated for condition, per the recognized national standard as set up by the Council of Tree and Landscape Appraisers and the International Society of Arboriculture (ISA) on a numeric scale of 5 (being the highest) to 0 (the worst condition, dead). The rating was done in the field at the time of the measuring and inspection.

Table A – Ratings Descriptions

No problem(s)	5	excellent
No apparent problem(s)	4	good
<u>Minor problem(s)</u>	<u>3</u>	<u>fair</u>
Major problem(s)	2	poor
Extreme problem(s)	1	hazardous, non-correctable
Dead	0	dead

Rating #0: This indicates a tree that has no significant sign of life.

Rating #1: The problems are extreme. This rating is assigned to a tree that has structural and/or health problems that no amount of work or effort can change. The issues may or may not be considered a dangerous situation.

Rating #2: The tree has major problems. If the option is taken to preserve the tree, its condition could be improved with correct arboricultural work including, but not limited to: pruning, cabling, bracing, bolting, guying, spraying, mistletoe removal, vertical mulching, fertilization, etc. If the recommended actions are completed correctly, hazard can be reduced and the rating can be elevated to a 3. If no action is taken the tree is considered a liability and should be removed.

Rating #3: The tree is in fair condition. There are some minor structural or health problems that pose no immediate danger. When the recommended actions in an arborist report are completed correctly the defect(s) can be minimized or eliminated.

Rating #4: The tree is in good condition and there are no apparent problems that a Certified Arborist can see from a visual ground inspection. If potential structural or health problems are tended to at this stage future hazard can be reduced and more serious health problems can be averted.

Rating #5: No problems found from a visual ground inspection. Structurally, these trees have properly spaced branches and near perfect characteristics for the species. Highly rated trees are not common in natural or developed landscapes. No tree is ever perfect especially with the unpredictability of nature, but with this highest rating, the condition should be considered excellent.

Notes indicate the health, structure and environment of the tree and explain why the tree should be removed or preserved. Additional notes may indicate if problems are minor, extreme or correctible.

Remove is the recommendation that the tree be removed. The recommendation will normally be based either on poor structure or poor health and is indicated as follows:

Yes H – Tree is unhealthy

Yes S – Tree is structurally unsound

OBSERVATIONS AND CONCLUSIONS

The site is a partially developed commercial site in northwest Roseville. The east side of the site has been rough graded and has annual grasses and a single oak (#1535). The western portion of the site has two patches of oak trees, which are both well below the surrounding grade and on two sides of both patches are City arterial streets.

Development impacts to the two trees proposed to be retained in the south patch will sustain moderate impacts and are anticipated to adjust to the proposed site changes. The trees to be retained in the north patch will be subjected to some amount of summer irrigation runoff. It is difficult to say with any certainty if this will prove detrimental to the trees. It may, and it may be that the trees adjust and adapt to the presence of additional summer moisture.

Below is a summary of tree condition by Arborist Rating and Species.

TABLE 2

# Trees	Common Name	DBH	Canopy Radius	Arborist Rating	Defects Found	Retain/ Remove?
1	Blue Oak	28	33	1 Extreme Structure or Health Problems	Old callusing trunk, west side, 9' above grade with interior decay; slightly out of balance east; above average amount of deadwood.	1 Remove
1	Interior Live Oak	35	38	1 Extreme Structure or Health Problems	Old callusing basal trunk wound, north side; moderate to significant decay; out of balance north; slightly above average amount of deadwood.	1 Remove
1	Valley Oak	57	39	1 Extreme Structure or Health Problems	Numerous large scaffold failures, with resulting decay; scaffold limb failure, north side, resulting in a large callusing wound reaching from 2'-20' above grade, with moderate interior decay; above average amount of deadwood.	1 Remove

# Trees	Common Name	DBH	Canopy Radius	Arborist Rating	Defects Found	Retain/Remove?
1	Blue Oak	24	25	2 Major Structure or Health Problems	Measured 2' above grade. Old callusing trunk wound, south side, at point of limb failure, with interior decay; above average amount of deadwood.	1 Retain
11	Blue Oak	8-45	9-39	3 Fair - Minor Problems	See Tree Inventory.	11 Retain
9	Interior Live Oak	17-53	16-32	3 Fair - Minor Problems	See Tree Inventory.	9 Retain
2	Valley Oak	13-16	16-17	3 Fair - Minor Problems	Out of balance northwest.	1 Retain
26 TOTAL						3 Remove 23 Retain

RECOMMENDED REMOVALS

At this time, 3 trees (totaling 120 aggregate diameter inches) have been recommended for removal from the proposed project area due to the nature and extent of defects, compromised health, and/or structural instability noted at the time of field inventory efforts. If these trees were retained within the proposed project area, it is our opinion that they may be hazardous depending upon their proximity to planned development activities. For reference, the trees which have been recommended for removal due to the severity of noted defects, compromised health, and/or structural instability are highlighted in green within the accompanying Tree Inventory Summary and are briefly summarized as follows:

TABLE 3

Tag #	Protected By Code	Common Name	Species	Multi-Stems (inches)	DBH (inches)	Measured At	Measured Canopy Radius (feet)	Arborist Rating
1514	Yes	Blue Oak	<i>(Quercus douglasii)</i>		28	54	33	1 Extreme Structure or Health Problems
1539	Yes	Valley Oak	<i>(Quercus lobata)</i>		57	54	39	1 Extreme Structure or Health Problems
1540	Yes	Interior Live Oak	<i>(Quercus wislizeni)</i>	14,21	35	54	38	1 Extreme Structure or Health Problems

Trees numbered 1510, 1513, 1521, 1523, 1533, 1562, 1563 and 1564 were all identified as having failed and being in down and dead condition. Some of these trees were identified as down in previous updates and all have been removed from the improvement plans.

CONSTRUCTION REMOVALS

At this time, 20 trees (totaling 535 aggregate diameter inches) have been recommended for construction removal from the proposed project area. Those trees are briefly summarized as follows:

Tree #	Common Name	Species	Multi-Stems (inches)	Total DBH (inches)	DLR (feet)	Structure	Vigor
1522	Blue Oak	(<i>Quercus douglasii</i>)		18	22	Fair	Fair
1528	Blue Oak	(<i>Quercus douglasii</i>)		17	24	Poor to fair	Poor to fair
1529	Blue Oak	(<i>Quercus douglasii</i>)		26	32	Poor to fair	Fair
1530	Blue Oak	(<i>Quercus douglasii</i>)		27	33	Poor to fair	Fair
1531	Blue Oak	(<i>Quercus douglasii</i>)		24	31	Poor to fair	Fair
1532	Blue Oak	(<i>Quercus douglasii</i>)		8	9	Poor	Fair
1534	Blue Oak	(<i>Quercus douglasii</i>)		21	30	Poor	Fair
1535	Blue Oak	(<i>Quercus douglasii</i>)		14	17	Fair	Fair
1536	Interior Live Oak	(<i>Quercus wislizeni</i>)		21	22	Fair	Fair
1537	Blue Oak	(<i>Quercus douglasii</i>)		26	31	Fair	Fair
1538	Blue Oak	(<i>Quercus douglasii</i>)		45	37	Fair	Fair
1539	Valley Oak	(<i>Quercus lobata</i>)		57	39	Poor	Fair
1540	Interior Live Oak	(<i>Quercus wislizeni</i>)	14,21	35	38	Poor	Fair
1541	Blue Oak	(<i>Quercus douglasii</i>)		25	39	Fair	Fair
1542	Valley Oak	(<i>Quercus lobata</i>)		13	16	Poor to fair	Fair
1543	Interior Live Oak	(<i>Quercus wislizeni</i>)	12,12,13	37	32	Poor to fair	Fair
1544	Interior Live Oak	(<i>Quercus wislizeni</i>)	12,20,21	53	32	Poor to fair	Fair
1545	Interior Live Oak	(<i>Quercus wislizeni</i>)		21	29	Poor to fair	Fair
1559	Interior Live Oak	(<i>Quercus wislizeni</i>)		26	26	Poor to fair	Fair
1563	Interior Live Oak	(<i>Quercus wislizeni</i>)		21	32	Poor	Fair

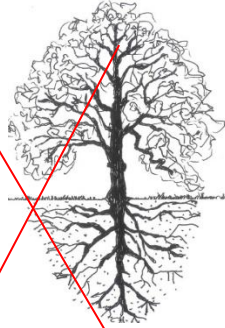
DISCUSSION

Trees need to be protected from normal construction practices if they are to remain healthy and viable on the site. Our recommendations are based on experience, and County ordinance requirements, so as to enhance tree longevity. This requires their root zones remain intact and viable, despite heavy equipment being on site, and the need to install foundations, driveways, underground utilities, and landscape irrigation systems. Simply walking and driving on soil has serious consequences for tree health.

Following is a summary of Impacts to trees during construction and Tree Protection measures that should be incorporated into the site plans in order to protect the trees. Once the plans are approved, they become the document that all contractors will follow. ***The plans become the contract between the owner and the contractor, so that only items spelled out in the plans can be expected to be followed. Hence, all protection measures, such as fence locations, mulch requirements and root pruning specifications must be shown on the plans.***

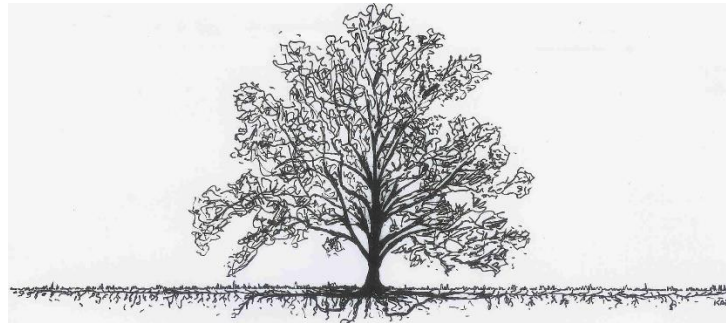
Root Structure

The majority of a tree's roots are contained in a radius from the main trunk outward approximately two to three times the canopy of the tree. These roots are located in the top 6" to 3' of soil. It is a common misconception that a tree underground resembles the canopy (see Drawing A below). The correct root structure of a tree is in Drawing B. All plants' roots need both water and air for survival. Surface roots are a common phenomenon with trees grown in compacted soil. Poor canopy development or canopy decline in mature trees is often the result of inadequate root space and/or soil compaction.



Drawing A

Common misconception of where tree roots are assumed to be located



Drawing B

The reality of where roots are generally located

Structural Issues

Limited space for canopy development produces poor structure in trees. The largest tree in a given area, which is 'shading' the other trees is considered Dominant. The 'shaded' trees are considered Suppressed. The following picture illustrates this point. Suppressed trees are more likely to become a potential hazard due to their poor structure.

Dominant Tree

Growth is upright

Canopy is balanced by limbs and foliage equally

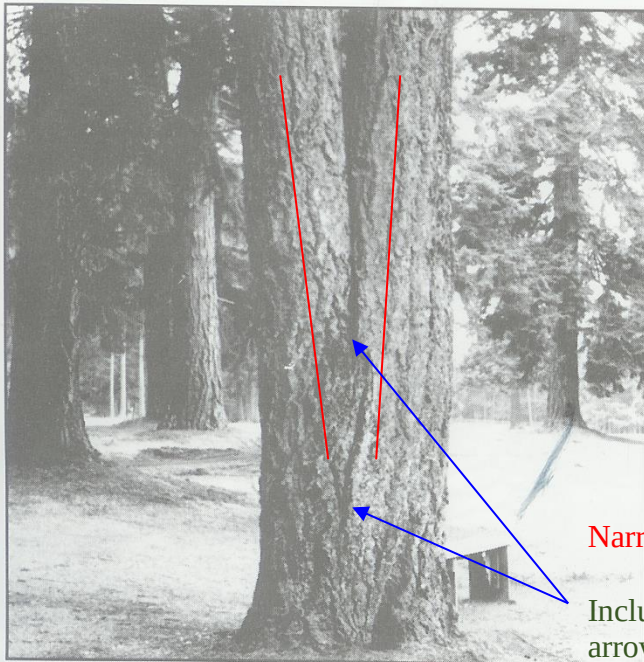


Suppressed Tree

Canopy weight all to one side

Limbs and foliage grow away from dominant tree

Co-dominant leaders are another common structural problem in trees.



The tree in this picture has a co-dominant leader at about 3' and included bark up to 7 or 8'. Included bark occurs when two or more limbs have a narrow angle of attachment resulting in bark between the stems – instead of cell to cell structure. This is considered a critical defect in trees and is the cause of many failures.

Narrow Angle

Included Bark between the arrows

Figure 6. Codominant stems are inherently weak because the stems are of similar diameter.

Photo from Evaluation of Hazard Trees in Urban Areas by Nelda P. Matheny and James R. Clark, 1994 International Society of Arboriculture

Pruning Mature Trees for Risk Reduction

There are few good reasons to prune mature trees. Removal of deadwood, directional pruning, removal of decayed or damaged wood, and end-weight reduction as a method of mitigation for structural faults are the only reasons a mature tree should be pruned. Live wood over 3" should not be pruned unless absolutely necessary. Pruning cuts should be clean and correctly placed. Pruning should be done in accordance with the American National Standards Institute (ANSI) A300 standards. It is far better to use more small cuts than a few large cuts as small pruning wounds reduce risk while large wounds increase risk.

Pruning causes an open wound in the tree. Trees do not "heal" they compartmentalize. Any wound made today will always remain, but a healthy tree, in the absence of decay in the wound, will 'cover it' with callus tissue. Large, old pruning wounds with advanced decay are a likely failure point. Mature trees with large wounds are a high failure risk.

Overweight limbs are a common structural fault in suppressed trees. There are two remedial actions for overweight limbs (1) prune the limb to reduce the extension of the canopy, or (2) cable the limb to reduce movement. Cables do not hold weight they only stabilize the limb and require annual inspection.



Photo of another tree – not at this site.

Normal limb structure

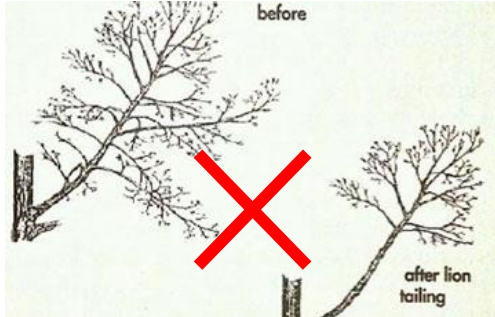
Over weight, reaching limb with main stem diameter small compared with amount of foliage present



Photo of another tree – not at this site

Lion's – Tailing is the pruning practice of removal of “an excessive number of inner and/or lower lateral branches from parent branches. Lion's tailing is not an acceptable pruning practice” ANSI A300 (part 1) 4.23. It increases the risk of failure.

Pruning – Cutting back trees changes their natural structure, while leaving trees in their natural form enhances longevity.



Arborist Classifications

There are different types of Arborists:

Tree Removal and/or Pruning Companies. These companies may be licensed by the State of California to do business, but they do not necessarily know anything about trees;

Arborists. Arborist is a broad term. It is intended to mean someone with specialized knowledge of trees but is often used to imply knowledge that is not there.

ISA Certified Arborist: An International Society of Arboriculture Certified Arborist is someone who has been trained and tested to have specialized knowledge of trees. You can look up certified arborists at the International Society of Arboriculture website: isa-arbor.org.

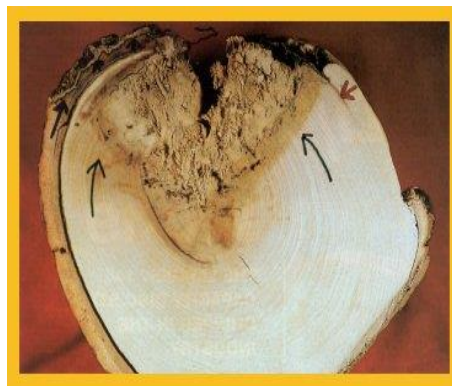
Consulting Arborist: An American Society of Consulting Arborists Registered Consulting Arborist is someone who has been trained and tested to have specialized knowledge of trees and trained and tested to provide high quality reports and documentation. You can look up registered consulting arborists at the American Society of Consulting Arborists website: <https://www.asca-consultants.org/>

Decay in Trees

Decay (in General): Fungi cause all decay of living trees. Decay is considered a disease because cell walls are altered, wood strength is affected, and living sapwood cells may be killed. Fungi decay wood by secreting enzymes. Different types of fungi cause different types of decay through the secretion of different chemical enzymes. Some decays, such as white rot, cause less wood strength loss than others because they first attack the lignin (causes cell walls to thicken and reduces susceptibility to decay and pest damage) secondarily the cellulose (another structural component in a cell walls). Others, such as soft rot, attack the cellulose chain and cause substantial losses in wood strength even in the initial stages of decay. Brown rot causes wood to become brittle and fractures easily with tension. Identification of internal decay in a tree is difficult because visible evidence may not be present.



According to Evaluation of Hazard Trees in Urban Areas (Matheny, 1994) decay is a critical factor in the stability of the tree. As decay progresses in the trunk, the stem becomes a hollow tube or cylinder rather than a solid rod. This change is not readily apparent to the casual observer. Trees require only a small amount of bark and wood to transport water, minerals and sugars. Interior heartwood can be eliminated (or degraded) to a great degree without compromising the transport process. Therefore, trees can contain significant amounts of decay without showing decline symptoms in the crown.



additional cells. The weakest of the vertical wall. Accordingly, decay progression inward at large are more than one pruning cut trunk of the tree, the likelihood of decay progression and the associated structural loss of integrity of the internal wood is high.

Compartmentalization of decay in trees is a biological process in which the cellular tissue around wounds is changed to inhibit fungal growth and provide a barrier against the spread of decay agents into the barrier zones is the formation of while a tree may be able to limit pruning cuts, in the event that there located vertically along the main

Oak Tree Impacts

Our native oak trees are easily damaged or killed by having the soil within the Critical Root Zone (CRZ) disturbed or compacted. All of the work initially performed around protected trees that will be saved should be done by people rather than by wheeled or track type tractors. Oaks are fragile giants that can take little change in soil grade, compaction, or warm season watering. Don't be fooled into believing that warm season watering has no adverse effects on native oaks. Decline and eventual death can take as long as 5-20 years with poor care and inappropriate watering. Oaks can live hundreds of years if treated properly during construction, as well as later with proper pruning, and the appropriate landscape/irrigation design.

RECOMMENTATIONS: SUMMARY OF TREE PROTECTION MEASURES

Hire a Project Arborist to help ensure protection measures are incorporated into the site plans and followed. The Project Arborist should, in cooperation with the Engineers and/or Architects:

- Identify the Root Protection Zones on the final construction drawings, prior to bidding the project.
- Show the placement of tree protection fences, as well as areas to be irrigated, fertilized and mulched on the final construction drawings.
- Clearly show trees for removal on the plans and mark them clearly on site. A Contractor who is a Certified Arborist should perform tree and stump removal. All stumps within the root zone of trees to be preserved shall be ground out using a stump router or left in place. **No trunk within the root zone of other trees shall be removed using a backhoe or other piece of grading equipment.**
- Prior to any grading, or other work on the site that will come within 50' of any tree to be preserved:
 1. Irrigate (if needed) and place a 3" layer of chip mulch over the protected root zone of all trees that will be impacted.
 2. Erect Tree Protection Fences. Place boards against trees located within 3' of construction zones, even if fenced off.
 3. Remove lower foliage that may interfere with equipment PRIOR to having grading or other equipment on site. The Project Arborist should approve the extent of foliage elevation, and oversee the pruning, performed by a contractor who is an ISA Certified Arborist.
- For cuts, expose roots by hand digging, potholing or using an air spade and then cut roots cleanly prior to further grading outside the tree protection zones.
- For fills, if a cut is required first, follow as for cuts.
- Where possible, specify geotextile fabric in lieu of compacting and root cutting, prior to placing fills on the soil surface. Any proposed retaining wall or fill soil shall be discussed with the engineer and arborist in order to reduce impacts to trees to be preserved.
- Clearly designate an area on the site outside the drip line of all trees where construction materials may be stored, and parking can take place. No materials or parking shall take place within the root zones of protected trees.
- Design utility and irrigation trenches to minimize disturbance to tree roots. Where possible, dig trenches with a hydraulic or air spade, placing pipes underneath the roots, or bore the deeper trenches underneath the roots.
- Include on the plans an Arborist inspection schedule to monitor the site during (and after) construction to ensure protection measures are followed and make recommendations for care of the trees on site, as needed.

General Tree protection measures are included as Appendix 3. These measures need to be included on the Site, Grading, Utility and Landscape Plans. A final report of recommendations specific to the plan can be completed as part of, and in conjunction with, the actual plans. This will require the arborist working directly with the engineer and architect for the project. If the above recommendations are followed, the amount of time required by the arborist for the final report should be minim this will require the arborist working directly

with the engineer and architect for the project. If the above recommendations are followed, the amount of time required by the arborist for the final report should be minimal.

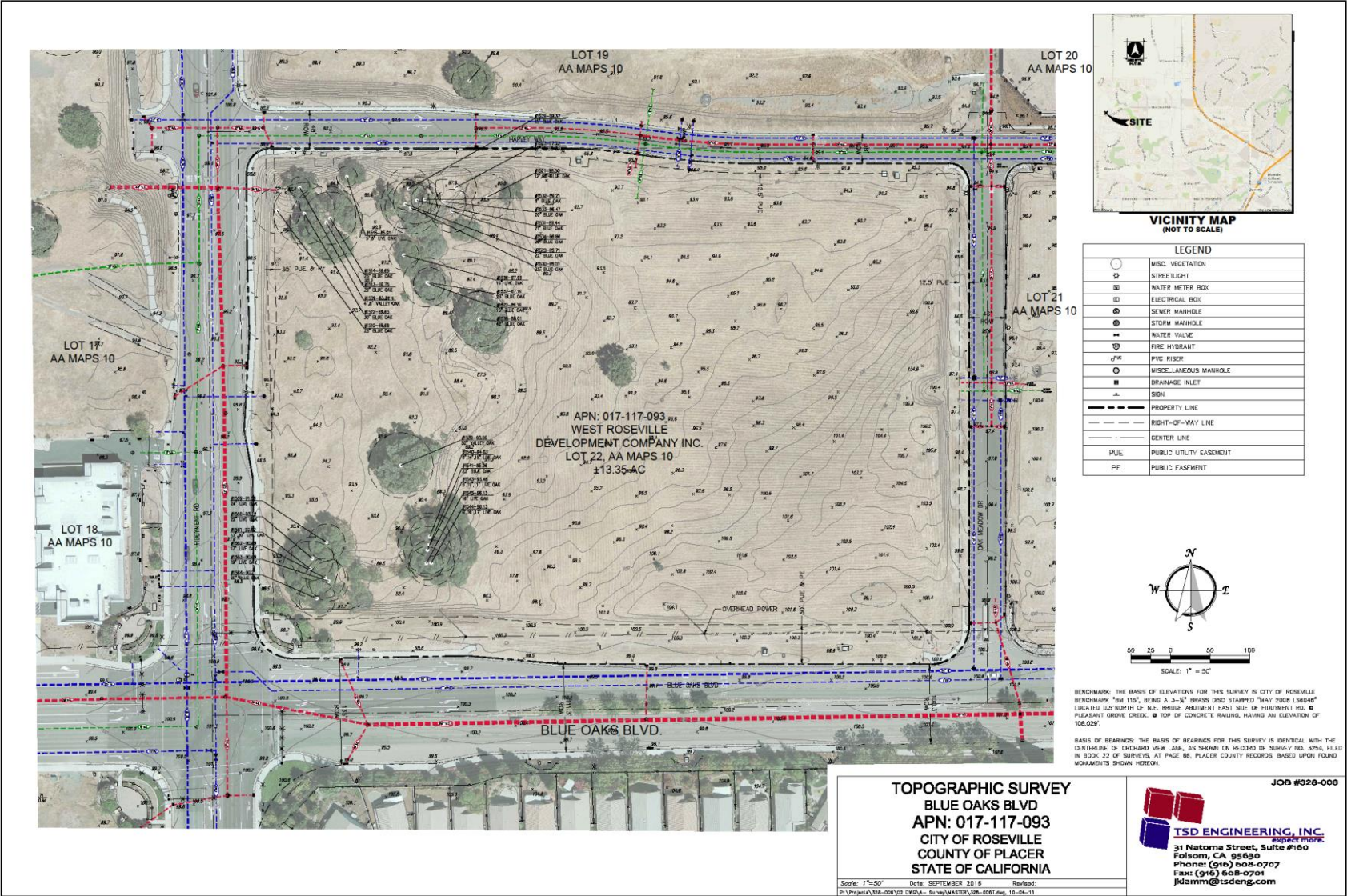
Report Prepared by:



Edwin E. Stirtz, Consulting Arborist
International Society of Arboriculture
Certified Arborist WE-0510A
ISA Tree Risk Assessment Qualified
Member, American Society of Consulting Arborists

Enc.: Appendix 1 – Map of The Property Showing Tree Locations
Appendix 2 – Tree Information Collected
Appendix 3 – General Practices for Tree Protection

APPENDIX 1 – MAP OF THE PROPERTY SHOWING TREE LOCATIONS



APPENDIX 2 – TREE INFORMATION COLLECTED

Tree #	COMMON NAME	SPECIES	MULTI-STEMS (inches)	TOTAL DBH (inches)	DLR (feet)	CONDITIONAL ASSESSMENT						ARBORIST RATING	NOTABLE CHARACTERISTICS	PERCEIVED IMPACTS	RECOMMENDATIONS	Construction Removal Mitigation Inches
						RT CR	TRUNK	LIMBS	FOLIAGE	STRUCTURE	VIGOR					
1509	Valley Oak	(Quercus lobata)		16	17	Fair	Fair	Fair	Dormant	Fair	Fair	3 Fair - Minor Problems		No encroachment depicted.	None at this time.	
1512	Blue Oak	(Quercus douglasii)		24	25	Fair	Poor to fair	Fair	Dormant	Poor to fair	Fair	2 Major Structure or Health Problems	AKA Tree 931 Measured 2' above grade. Old callusing trunk wound, south side, at point of limb failure, with interior decay; above average amount of deadwood.	Minor to negligible encroachment for retaining wall construction south side.	Perform decay detection and provide further recommendations. If retained, any excavation for retaining wall footings shall be monitored by the project arborist. May require root pruning. Will require canopy pruning.	
1514	Blue Oak	(Quercus douglasii)		28	33	Fair	Poor to fair	Fair	Dormant	Poor to fair	Fair	1 Extreme Structure or Health Problems	AKA Tree 929 Old callusing trunk, west side, 9' above grade with interior decay; slightly out of balance to the east; above average amount of deadwood.	Arborist's tree removal.	Recommend removal due to nature and extent of noted defects	
1515	Interior Live Oak	(Quercus wislizeni)		17	16	Fair	Poor to fair	Fair	Fair	Poor to fair	Fair	3 Fair - Minor Problems	Measured 1.5' above grade; trunk forks 2' above grade into codominant stems which then graft 6'-9' above grade; slightly above average amount of deadwood.	Minor to negligible encroachment for retaining wall construction south side.	Excavation for retaining wall footings shall be monitored by the project arborist. Root pruning may be necessary.	

Tree #	COMMON NAME	SPECIES	MULTI-STEMS (inches)	TOTAL DBH (inches)	DLR (feet)	CONDITIONAL ASSESSMENT						ARBORIST RATING	NOTABLE CHARACTERISTICS	PERCEIVED IMPACTS	RECOMMENDATIONS	Construction Removal Mitigation Inches
						RT CR	TRUNK	LIMBS	FOLIAGE	STRUCTURE	VIGOR					
1522	Blue Oak	<i>(Quercus douglasii)</i>		18	22	Fair	Fair	Fair	Dormant	Fair	Fair	3 Fair - Minor Problems	AKA Tree 917 Above average amount of deadwood.	Tree removal.	None at this time.	18
1528	Blue Oak	<i>(Quercus douglasii)</i>		17	24	Fair	Poor to fair	Poor to fair	Dormant	Poor to fair	Poor to fair	3 Fair - Minor Problems	AKA Tree 927 Out of balance to the south; above average amount of deadwood; poor bud formation.	Tree removal.	None at this time.	17
1529	Blue Oak	<i>(Quercus douglasii)</i>		26	32	Fair	Poor to fair	Poor to fair	Dormant	Poor to fair	Fair	3 Fair - Minor Problems	AKA Tree 926 Out of balance to the west; above average amount of deadwood; sprout growth on the larger wood.	Tree removal.	None at this time.	26
1530	Blue Oak	<i>(Quercus douglasii)</i>		27	33	Fair	Poor to fair	Fair	Dormant	Poor to fair	Fair	3 Fair - Minor Problems	AKA Tree 925 Slightly out of balance to the south; above average amount of deadwood.	Tree removal.	None at this time.	27
1531	Blue Oak	<i>(Quercus douglasii)</i>		24	31	Fair	Poor to fair	Poor to fair	Dormant	Poor to fair	Fair	3 Fair - Minor Problems	AKA Tree 924 Out of balance to the east; above average amount of deadwood.	Tree removal.	None at this time.	24
1532	Blue Oak	<i>(Quercus douglasii)</i>		8	9	Poor	Poor to fair	Poor to fair	Dormant	Poor	Fair	3 Fair - Minor Problems	Past partial root system failure, partially on grade.	Tree removal.	None at this time.	8
1534	Blue Oak	<i>(Quercus douglasii)</i>		21	30	Poor	Poor	Poor	Dormant	Poor	Fair	3 Fair - Minor Problems	AKA Tree 922 Tree suffered a partial root system failure in the past and is lying on grade to the south; above average amount of deadwood.	Tree removal.	None at this time.	21

Tree #	COMMON NAME	SPECIES	MULTI-STEMS (inches)	TOTAL DBH (inches)	DLR (feet)	CONDITIONAL ASSESSMENT						ARBORIST RATING	NOTABLE CHARACTERISTICS	PERCEIVED IMPACTS	RECOMMENDATIONS	Construction Removal Mitigation Inches
						RT CR	TRUNK	LIMBS	FOLIAGE	STRUCTURE	VIGOR					
1535	Blue Oak	(Quercus douglasii)		14	17	Fair	Fair	Fair	Dormant	Fair	Fair	3 Fair - Minor Problems	AKA Tree 919 Out of balance to the east; slightly above average amount of deadwood.	Tree removal.	None at this time.	14
1536	Interior Live Oak	(Quercus wislizeni)		21	22	Fair	Fair	Poor to fair	Fair	Fair	Fair	3 Fair - Minor Problems	AKA Tree 918 Old callusing lower trunk wounds, north side, with minor decay; slightly above average amount of deadwood.	Tree removal.	None at this time.	21
1537	Blue Oak	(Quercus douglasii)		26	31	Fair	Poor	Poor to fair	Dormant	Fair	Fair	3 Fair - Minor Problems	AKA Tree 916 Out of balance to the west; inherently weak primary crotch; slightly above average amount of deadwood.	Tree removal.	None at this time.	26
1538	Blue Oak	(Quercus douglasii)		45	37	Fair	Fair	Fair	Dormant	Fair	Fair	3 Fair - Minor Problems	AKA Tree 915 Root crown and some buttresses exposed from bank erosion on the northwest side; above average amount of deadwood.	Tree removal.	None at this time.	45

Tree #	COMMON NAME	SPECIES	MULTI-STEMS (inches)	TOTAL DBH (inches)	DLR (feet)	CONDITIONAL ASSESSMENT						ARBORIST RATING	NOTABLE CHARACTERISTICS	PERCEIVED IMPACTS	RECOMMENDATIONS	Construction Removal Mitigation Inches
						RT CR	TRUNK	LIMBS	FOLIAGE	STRUCTURE	VIGOR					
1539	Valley Oak	(Quercus lobata)		57	39	Fair	Poor	Poor to fair	Dormant	Poor	Fair	1 Extreme Structure or Health Problems	AKA Tree 913 Numerous large scaffold failures, with resulting decay; scaffold limb failure, north side, resulting in a large callusing wound reaching from 2'-20' above grade, with moderate interior decay; above average amount of deadwood.	Arborist's tree removal.	Recommend removal due to nature and extent of noted defects	57
1540	Interior Live Oak	(Quercus wislizeni)	14,21	35	38	Poor	Poor	Poor to fair	Fair	Poor	Fair	1 Extreme Structure or Health Problems	AKA Tree 911Old callusing basal trunk wound, north side; moderate to significant decay; out of balance to the north; slightly above average amount of deadwood.	Arborist's tree removal.	Recommend removal due to nature and extent of noted defects	35
1541	Blue Oak	(Quercus douglasii)		25	39	Poor to fair	Poor to fair	Fair	Fair	Fair	Fair	3 Fair - Minor Problems	AKA Tree 910 Buttress roots exposed due to bank erosion; out of balance east; slightly above average amount of deadwood.	Tree removal.	Clean out crown and perform weight/size reduction pruning.	25
1542	Valley Oak	(Quercus lobata)		13	16	Fair	Poor to fair	Fair	Dormant	Poor to fair	Fair	3 Fair - Minor Problems	Out of balance northwest.	Tree removal.	None at this time.	13

Tree #	COMMON NAME	SPECIES	MULTI-STEMS (inches)	TOTAL DBH (inches)	DLR (feet)	CONDITIONAL ASSESSMENT						ARBORIST RATING	NOTABLE CHARACTERISTICS	PERCEIVED IMPACTS	RECOMMENDATIONS	Construction Removal Mitigation Inches
						RT CR	TRUNK	LIMBS	FOLIAGE	STRUCTURE	VIGOR					
1543	Interior Live Oak	(Quercus wislizeni)	12,12,13	37	32	Poor to fair	Poor to fair	Fair	Fair	Poor to fair	Fair	3 Fair - Minor Problems	AKA Tree 909 Out of balance south; old callusing wounds in various locations on the scaffold branches, with minor decay evident.	Tree removal.	Clean out crown and perform weight/size reduction pruning.	37
1544	Interior Live Oak	(Quercus wislizeni)	12,20,21	53	32	Poor to fair	Poor to fair	Fair	Fair	Poor to fair	Fair	3 Fair - Minor Problems	AKA Tree 908 Old callusing basal trunk wound, west side, with minor decay; out of balance east; slightly above average amount of deadwood.	Tree removal.	None at this time.	53
1545	Interior Live Oak	(Quercus wislizeni)		21	29	Poor to fair	Fair	Poor to fair	Fair	Poor to fair	Fair	3 Fair - Minor Problems	AKA Tree 907 Old callusing basal trunk wound, north side, with minor decay; out of balance south; slightly above average amount of deadwood.	Tree removal.	None at this time.	21
1559	Interior Live Oak	(Quercus wislizeni)		26	26	Fair	Poor to fair	Fair	Fair	Poor to fair	Fair	3 Fair - Minor Problems	AKA Tree 902 Old callusing wounds, various locations, with no obvious decay; above average amount of deadwood.	Tree removal.	None at this time.	26

Tree #	COMMON NAME	SPECIES	MULTI-STEMS (inches)	TOTAL DBH (inches)	DLR (feet)	CONDITIONAL ASSESSMENT						ARBORIST RATING	NOTABLE CHARACTERISTICS	PERCEIVED IMPACTS	RECOMMENDATIONS	Construction Removal Mitigation Inches
						RT CR	TRUNK	LIMBS	FOLIAGE	STRUCTURE	VIGOR					
1560	Interior Live Oak	(Quercus wislizeni)		25	28	Fair	Fair	Fair	Fair	Fair	Fair	3 Fair - Minor Problems	AKA Tree 901	Moderate to significant encroachment from retaining wall construction 14' north of trunk.	Excavation for retaining wall footings shall be monitored by the project arborist. Root pruning may be necessary.	
1561	Interior Live Oak	(Quercus wislizeni)		40	30	Fair	Poor to fair	Fair	Fair	Poor to fair	Fair	3 Fair - Minor Problems	AKA Tree 903 Measured 2' above grade; callusing on the south side; suspect interior decay; out of balance south; slightly above average amount of deadwood.	Minor to moderate encroachment from retaining wall construction 126'4" north of trunk.	Excavation for retaining wall footings shall be monitored by the project arborist. Root pruning may be necessary.	
1563	Interior Live Oak	(Quercus wislizeni)		21	32	Poor	Poor	Fair	Fair	Poor	Fair	3 Fair - Minor Problems	AKA Tree 905 Partial failure of the root system has left the tree growing prone on grade toward the south; terminal 15' is dead.	Tree removal.	None at this time.	21

TOTAL INVENTORIED TREES = 26 trees (685 aggregate diameter inches)
TOTAL RECOMMENDED REMOVALS = 3 trees (120 aggregate diameter inches)
PRECAUTIONARY TREES HIGHLIGHTED FOR REFERENCE
TOTAL CONSTRUCTION REMOVALS = 20 Trees (535 aggregate diameter inches)

APPENDIX 3 – GENERAL PRACTICES FOR TREE PROTECTION

Definitions

Root zone: The roots of trees grow fairly close to the surface of the soil, and spread out in a radial direction from the trunk of tree. A general rule of thumb is that they spread 2 to 3 times the radius of the canopy, or 1 to 1 ½ times the height of the tree. It is generally accepted that disturbance to root zones should be kept as far as possible from the trunk of a tree.

Inner Bark: The bark on large valley oaks and coast live oaks is quite thick, usually 1" to 2". If the bark is knocked off a tree, the inner bark, or cambial region, is exposed or removed. The cambial zone is the area of tissue responsible for adding new layers to the tree each year, so by removing it, the tree can only grow new tissue from the edges of the wound. In addition, the wood of the tree is exposed to decay fungi, so the trunk present at the time of the injury becomes susceptible to decay. Tree protection measures require that no activities occur which can knock the bark off the trees.

Methods Used in Tree Protection:

No matter how detailed Tree Protection Measures are in the initial Arborist Report, they will not accomplish their stated purpose unless they are applied to individual trees and a Project Arborist is hired to oversee the construction. The Project Arborist should have the ability to enforce the Protection Measures. The Project Arborist should be hired as soon as possible to assist in design and to become familiar with the project. He must be able to read and understand the project drawings and interpret the specifications. He should also have the ability to cooperate with the contractor, incorporating the contractor's ideas on how to accomplish the protection measures, wherever possible. It is advisable for the Project Arborist to be present at the Pre-Bid tour of the site, to answer questions the contractors may have about Tree Protection Measures. This also lets the contractors know how important tree preservation is to the developer.

Root Protection Zone (RPZ): Since in most construction projects it is not possible to protect the entire root zone of a tree, a Root Protection Zone is established for each tree to be preserved. The minimum Root Protection Zone is the area underneath the tree's canopy (out to the dripline, or edge of the canopy), plus 10'. The Project Arborist must approve work within the RPZ.

Irrigate, Fertilize, Mulch: Prior to grading on the site near any tree, the area within the Tree Protection fence should be fertilized with 4 pounds of nitrogen per 1000 square feet, and the fertilizer irrigated in. The irrigation should percolate at least 24 inches into the soil. This should be done no less than 2 weeks prior to grading or other root disturbing activities. After irrigating, cover the RPZ with at least 12" of leaf and twig mulch. Such mulch can be obtained from chipping or grinding the limbs of any trees removed on the site. Acceptable mulches can be obtained from nurseries or other commercial sources. Fibrous or shredded redwood or cedar bark mulch shall not be used anywhere on site.

Fence: Fence around the Root Protection Zone and restrict activity therein to prevent soil compaction by vehicles, foot traffic or material storage. The fenced area shall be off limits to all construction equipment, unless there is express written notification provided by the Project Arborist, and impacts are discussed and mitigated prior to work commencing.

No storage or cleaning of equipment or materials, or parking of any equipment can take place within the fenced off area, known as the RPZ.

The fence should be highly visible, and stout enough to keep vehicles and other equipment out. I recommend the fence be made of orange plastic protective fencing, kept in place by t-posts set no farther apart than 6'.

In areas of intense impact, a 6' chain link fence is preferred.

In areas with many trees, the RPZ can be fenced as one unit, rather than separately for each tree.

Where tree trunks are within 3' of the construction area, place 2" by 4" boards vertically against the tree trunks, even if fenced off. Hold the boards in place with wire. Do not nail them directly to the tree.

The purpose of the boards is to protect the trunk, should any equipment stray into the RPZ.

Elevate Foliage: Where indicated, remove lower foliage from a tree to prevent limb breakage by equipment. Low foliage can usually be removed without harming the tree, unless more than 25% of the foliage is removed. Branches need to be removed at the anatomically correct location in order to prevent decay organisms from entering the trunk. For this reason, a contractor who is an ISA Certified Arborist should perform all pruning on protected trees.¹

Expose and Cut Roots: Breaking roots with a backhoe, or crushing them with a grader, causes significant injury, which may subject the roots to decay. Ripping roots may cause them to splinter toward the base of the tree, creating much more injury than a clean cut would make. At any location where the root zone of a tree will be impacted by a trench or a cut (including a cut required for a fill and compaction), the roots shall be exposed with either a backhoe digging radially to the trunk, by hand digging, or by a hydraulic air spade, and then cut cleanly with a sharp instrument, such as chainsaw with a carbide chain. Once the roots are severed, the area behind the cut should be moistened and mulched. A root protection fence should also be erected to protect the remaining roots, if it is not already in place. Further grading or backhoe work required outside the established RPZ can then continue without further protection measures.

Protect Roots in Deeper Trenches: The location of utilities on the site can be very detrimental to trees. Design the project to use as few trenches as possible, and to keep them away from the major trees to be protected. Wherever possible, in areas where trenches will be very deep, consider boring under the roots of the trees, rather than digging the trench through the roots. This technique can be quite useful for utility trenches and pipelines.

Protect Roots in Small Trenches: After all construction is complete on a site, it is not unusual for the landscape contractor to come in and sever a large number of "preserved" roots during the installation of irrigation systems. The Project Arborist must therefore approve the landscape and irrigation plans. The irrigation system needs to be designed so the main lines are located outside the root zone of major trees, and the secondary lines are either laid on the surface (drip systems), or carefully dug with a hydraulic or air spade, and the flexible pipe fed underneath the major roots.

Design the irrigation system so it can slowly apply water (no more than ¼" to ½" of water per hour) over a longer period of time. This allows deep soaking of root zones. The system also needs to accommodate infrequent irrigation settings of once or twice a month, rather than several times a week.

Monitoring Tree Health During and After Construction: The Project Arborist should visit the site at least twice a month during construction to be certain the tree protection measures are being followed, to monitor the health of impacted trees, and make recommendations as to irrigation or other needs. After construction is

¹ International Society of Arboriculture (ISA), maintains a program of Certifying individuals. Each Certified Arborist has a number and must maintain continuing education credits to remain Certified.

complete, the arborist should monitor the site monthly for one year and make recommendations for care where needed. If longer term monitoring is required, the arborist should report this to the developer and the planning agency overseeing the project.

PRELIMINARY TREE IMPACT PLAN - ALT 4

1950 BLUE OAKS BLVD

FIDDYMENT F-31

ROSEVILLE, CA



BLUE OAKS BLVD.

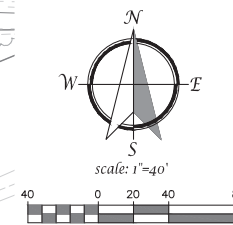
OAK MEADOW DR

PRELIMINARY
TREE IMPACT PLAN
MARCH 16, 2020



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SP-4



Plaza at Blue Oaks - Placer-Sacramento County, Annual

Plaza at Blue Oaks
Placer-Sacramento County, Annual

1.0 Project Characteristics**1.1 Land Usage**

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
Supermarket	35.00	1000sqft	0.80	35,000.00	0
Regional Shopping Center	43.60	1000sqft	1.00	43,600.00	0
Convenience Market With Gas Pumps	12.00	Pump	0.04	1,694.10	0
Parking Lot	109.00	1000sqft	2.50	109,000.00	0

1.2 Other Project Characteristics

Urbanization	Urban	Wind Speed (m/s)	2.2	Precipitation Freq (Days)	74
Climate Zone	2			Operational Year	2021
Utility Company	Roseville Electric				
CO2 Intensity (lb/MW hr)	531.85	CH4 Intensity (lb/MW hr)	0.029	N2O Intensity (lb/MW hr)	0.006

1.3 User Entered Comments & Non-Default Data

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Project Characteristics - Start of construction and operational year are estimates. CO2 intensity factor adjusted to reflect R.E.'s anticipated progress towards statewide RPS goals.

Land Use -

Architectural Coating - Low VOC paint.

Vehicle Trips - Non-residential project not anticipated to increase vmt so no mobile analysis is required.

Area Coating - Low VOC.

Energy Use -

Sequestration - based on landscape plan.

Mobile Land Use Mitigation -

Mobile Commute Mitigation - designated park-n-ride site (20 spaces).

Area Mitigation -

Energy Mitigation -

Water Mitigation -

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Table Name	Column Name	Default Value	New Value
tblArchitecturalCoating	EF_Nonresidential_Exterior	100.00	50.00
tblArchitecturalCoating	EF_Nonresidential_Interior	100.00	50.00
tblArchitecturalCoating	EF_Parking	100.00	50.00
tblAreaCoating	Area_EF_Nonresidential_Exterior	100	50
tblAreaCoating	Area_EF_Nonresidential_Interior	100	50
tblAreaCoating	Area_EF_Parking	100	50
tblAreaMitigation	UseLowVOCPaintParkingCheck	False	True
tblProjectCharacteristics	CO2IntensityFactor	793.8	531.85
tblSequestration	NumberOfNewTrees	0.00	373.00
tblVehicleTrips	ST_TR	204.47	0.00
tblVehicleTrips	ST_TR	49.97	0.00
tblVehicleTrips	ST_TR	177.59	0.00
tblVehicleTrips	SU_TR	166.88	0.00
tblVehicleTrips	SU_TR	25.24	0.00
tblVehicleTrips	SU_TR	166.44	0.00
tblVehicleTrips	WD_TR	542.60	0.00
tblVehicleTrips	WD_TR	42.70	0.00
tblVehicleTrips	WD_TR	102.24	0.00

2.0 Emissions Summary

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2.1 Overall Construction

Unmitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	tons/yr										MT/yr					
2020	0.1221	1.1780	0.8762	1.7600e-003	0.0943	0.0585	0.1527	0.0445	0.0546	0.0991	0.0000	154.9667	154.9667	0.0327	0.0000	155.7850
2021	0.4045	1.9469	1.7883	3.8100e-003	0.0689	0.0909	0.1598	0.0188	0.0855	0.1042	0.0000	336.6221	336.6221	0.0581	0.0000	338.0752
Maximum	0.4045	1.9469	1.7883	3.8100e-003	0.0943	0.0909	0.1598	0.0445	0.0855	0.1042	0.0000	336.6221	336.6221	0.0581	0.0000	338.0752

Mitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	tons/yr										MT/yr					
2020	0.1221	1.1780	0.8762	1.7600e-003	0.0943	0.0585	0.1527	0.0445	0.0546	0.0991	0.0000	154.9665	154.9665	0.0327	0.0000	155.7848
2021	0.4045	1.9469	1.7883	3.8100e-003	0.0689	0.0909	0.1598	0.0188	0.0855	0.1042	0.0000	336.6219	336.6219	0.0581	0.0000	338.0749
Maximum	0.4045	1.9469	1.7883	3.8100e-003	0.0943	0.0909	0.1598	0.0445	0.0855	0.1042	0.0000	336.6219	336.6219	0.0581	0.0000	338.0749

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Quarter	Start Date	End Date	Maximum Unmitigated ROG + NOX (tons/quarter)	Maximum Mitigated ROG + NOX (tons/quarter)
1	9-1-2020	11-30-2020	1.0056	1.0056
2	12-1-2020	2-28-2021	0.7721	0.7721
3	3-1-2021	5-31-2021	0.7616	0.7616
4	6-1-2021	8-31-2021	0.7610	0.7610
5	9-1-2021	9-30-2021	0.1484	0.1484
		Highest	1.0056	1.0056

2.2 Overall Operational

Unmitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Area	0.3402	2.0000e-005	1.8400e-003	0.0000		1.0000e-005	1.0000e-005		1.0000e-005	1.0000e-005	0.0000	3.5700e-003	3.5700e-003	1.0000e-005	0.0000	3.8000e-003
Energy	0.0102	0.0929	0.0780	5.6000e-004		7.0600e-003	7.0600e-003		7.0600e-003	7.0600e-003	0.0000	578.9382	578.9382	0.0280	7.2400e-003	581.7968
Mobile	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Waste						0.0000	0.0000		0.0000	0.0000	49.3633	0.0000	49.3633	2.9173	0.0000	122.2956
Water						0.0000	0.0000		0.0000	0.0000	2.4332	11.8603	14.2935	0.2506	6.0300e-003	22.3557
Total	0.3504	0.0929	0.0799	5.6000e-004	0.0000	7.0700e-003	7.0700e-003	0.0000	7.0700e-003	7.0700e-003	51.7965	590.8021	642.5986	3.1959	0.0133	726.4519

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2.2 Overall Operational

Mitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Area	0.3167	2.0000e-005	1.8400e-003	0.0000		1.0000e-005	1.0000e-005		1.0000e-005	1.0000e-005	0.0000	3.5700e-003	3.5700e-003	1.0000e-005	0.0000	3.8000e-003
Energy	0.0102	0.0929	0.0780	5.6000e-004		7.0600e-003	7.0600e-003		7.0600e-003	7.0600e-003	0.0000	578.9382	578.9382	0.0280	7.2400e-003	581.7968
Mobile	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Waste						0.0000	0.0000		0.0000	0.0000	49.3633	0.0000	49.3633	2.9173	0.0000	122.2956
Water						0.0000	0.0000		0.0000	0.0000	2.4332	11.8603	14.2935	0.2506	6.0300e-003	22.3557
Total	0.3270	0.0929	0.0799	5.6000e-004	0.0000	7.0700e-003	7.0700e-003	0.0000	7.0700e-003	7.0700e-003	51.7965	590.8021	642.5986	3.1959	0.0133	726.4519

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2.3 Vegetation**Vegetation**

	CO2e
Category	MT
New Trees	264.0840
Total	264.0840

3.0 Construction Detail**Construction Phase**

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Demolition	Demolition	9/1/2020	9/28/2020	5	20	
2	Site Preparation	Site Preparation	9/29/2020	10/5/2020	5	5	
3	Grading	Grading	10/6/2020	10/15/2020	5	8	
4	Building Construction	Building Construction	10/16/2020	9/2/2021	5	230	
5	Paving	Paving	9/3/2021	9/28/2021	5	18	
6	Architectural Coating	Architectural Coating	9/29/2021	10/22/2021	5	18	

Acres of Grading (Site Preparation Phase): 0**Acres of Grading (Grading Phase): 4****Acres of Paving: 2.5**

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Residential Indoor: 0; Residential Outdoor: 0; Non-Residential Indoor: 120,441; Non-Residential Outdoor: 40,147; Striped Parking Area: 6,540 (Architectural Coating – sqft)

OffRoad Equipment

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Architectural Coating	Air Compressors	1	6.00	78	0.48
Paving	Cement and Mortar Mixers	2	6.00	9	0.56
Demolition	Concrete/Industrial Saws	1	8.00	81	0.73
Demolition	Excavators	3	8.00	158	0.38
Building Construction	Cranes	1	7.00	231	0.29
Building Construction	Forklifts	3	8.00	89	0.20
Grading	Excavators	1	8.00	158	0.38
Paving	Pavers	1	8.00	130	0.42
Paving	Rollers	2	6.00	80	0.38
Demolition	Rubber Tired Dozers	2	8.00	247	0.40
Grading	Rubber Tired Dozers	1	8.00	247	0.40
Building Construction	Tractors/Loaders/Backhoes	3	7.00	97	0.37
Building Construction	Generator Sets	1	8.00	84	0.74
Grading	Tractors/Loaders/Backhoes	3	8.00	97	0.37
Paving	Tractors/Loaders/Backhoes	1	8.00	97	0.37
Site Preparation	Tractors/Loaders/Backhoes	4	8.00	97	0.37
Grading	Graders	1	8.00	187	0.41
Paving	Paving Equipment	2	6.00	132	0.36
Site Preparation	Rubber Tired Dozers	3	8.00	247	0.40
Building Construction	Welders	1	8.00	46	0.45

Trips and VMT

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Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Demolition	6	15.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Site Preparation	7	18.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Grading	6	15.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	9	71.00	31.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Paving	8	20.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Architectural Coating	1	14.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT

3.1 Mitigation Measures Construction

3.2 Demolition - 2020

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0331	0.3320	0.2175	3.9000e-004		0.0166	0.0166		0.0154	0.0154	0.0000	33.9986	33.9986	9.6000e-003	0.0000	34.2386
Total	0.0331	0.3320	0.2175	3.9000e-004		0.0166	0.0166		0.0154	0.0154	0.0000	33.9986	33.9986	9.6000e-003	0.0000	34.2386

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3.2 Demolition - 2020**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	5.2000e-004	3.6000e-004	3.8900e-003	1.0000e-005	1.1800e-003	1.0000e-005	1.1900e-003	3.1000e-004	1.0000e-005	3.2000e-004	0.0000	1.0167	1.0167	3.0000e-005	0.0000	1.0173
Total	5.2000e-004	3.6000e-004	3.8900e-003	1.0000e-005	1.1800e-003	1.0000e-005	1.1900e-003	3.1000e-004	1.0000e-005	3.2000e-004	0.0000	1.0167	1.0167	3.0000e-005	0.0000	1.0173

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0331	0.3320	0.2175	3.9000e-004		0.0166	0.0166		0.0154	0.0154	0.0000	33.9986	33.9986	9.6000e-003	0.0000	34.2385
Total	0.0331	0.3320	0.2175	3.9000e-004		0.0166	0.0166		0.0154	0.0154	0.0000	33.9986	33.9986	9.6000e-003	0.0000	34.2385

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3.2 Demolition - 2020**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	5.2000e-004	3.6000e-004	3.8900e-003	1.0000e-005	1.1800e-003	1.0000e-005	1.1900e-003	3.1000e-004	1.0000e-005	3.2000e-004	0.0000	1.0167	1.0167	3.0000e-005	0.0000	1.0173
Total	5.2000e-004	3.6000e-004	3.8900e-003	1.0000e-005	1.1800e-003	1.0000e-005	1.1900e-003	3.1000e-004	1.0000e-005	3.2000e-004	0.0000	1.0167	1.0167	3.0000e-005	0.0000	1.0173

3.3 Site Preparation - 2020**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.0452	0.0000	0.0452	0.0248	0.0000	0.0248	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0102	0.1060	0.0538	1.0000e-004		5.4900e-003	5.4900e-003		5.0500e-003	5.0500e-003	0.0000	8.3577	8.3577	2.7000e-003	0.0000	8.4253
Total	0.0102	0.1060	0.0538	1.0000e-004	0.0452	5.4900e-003	0.0507	0.0248	5.0500e-003	0.0299	0.0000	8.3577	8.3577	2.7000e-003	0.0000	8.4253

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3.3 Site Preparation - 2020**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	1.6000e-004	1.1000e-004	1.1700e-003	0.0000	3.5000e-004	0.0000	3.6000e-004	9.0000e-005	0.0000	1.0000e-004	0.0000	0.3050	0.3050	1.0000e-005	0.0000	0.3052
Total	1.6000e-004	1.1000e-004	1.1700e-003	0.0000	3.5000e-004	0.0000	3.6000e-004	9.0000e-005	0.0000	1.0000e-004	0.0000	0.3050	0.3050	1.0000e-005	0.0000	0.3052

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.0452	0.0000	0.0452	0.0248	0.0000	0.0248	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0102	0.1060	0.0538	1.0000e-004		5.4900e-003	5.4900e-003		5.0500e-003	5.0500e-003	0.0000	8.3577	8.3577	2.7000e-003	0.0000	8.4252
Total	0.0102	0.1060	0.0538	1.0000e-004	0.0452	5.4900e-003	0.0507	0.0248	5.0500e-003	0.0299	0.0000	8.3577	8.3577	2.7000e-003	0.0000	8.4252

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3.3 Site Preparation - 2020**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	1.6000e-004	1.1000e-004	1.1700e-003	0.0000	3.5000e-004	0.0000	3.6000e-004	9.0000e-005	0.0000	1.0000e-004	0.0000	0.3050	0.3050	1.0000e-005	0.0000	0.3052
Total	1.6000e-004	1.1000e-004	1.1700e-003	0.0000	3.5000e-004	0.0000	3.6000e-004	9.0000e-005	0.0000	1.0000e-004	0.0000	0.3050	0.3050	1.0000e-005	0.0000	0.3052

3.4 Grading - 2020**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.0262	0.0000	0.0262	0.0135	0.0000	0.0135	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	9.7200e-003	0.1055	0.0642	1.2000e-004		5.0900e-003	5.0900e-003		4.6900e-003	4.6900e-003	0.0000	10.4235	10.4235	3.3700e-003	0.0000	10.5078
Total	9.7200e-003	0.1055	0.0642	1.2000e-004	0.0262	5.0900e-003	0.0313	0.0135	4.6900e-003	0.0182	0.0000	10.4235	10.4235	3.3700e-003	0.0000	10.5078

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3.4 Grading - 2020**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	2.1000e-004	1.5000e-004	1.5600e-003	0.0000	4.7000e-004	0.0000	4.7000e-004	1.3000e-004	0.0000	1.3000e-004	0.0000	0.4067	0.4067	1.0000e-005	0.0000	0.4069
Total	2.1000e-004	1.5000e-004	1.5600e-003	0.0000	4.7000e-004	0.0000	4.7000e-004	1.3000e-004	0.0000	1.3000e-004	0.0000	0.4067	0.4067	1.0000e-005	0.0000	0.4069

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.0262	0.0000	0.0262	0.0135	0.0000	0.0135	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	9.7200e-003	0.1055	0.0642	1.2000e-004		5.0900e-003	5.0900e-003		4.6900e-003	4.6900e-003	0.0000	10.4235	10.4235	3.3700e-003	0.0000	10.5078
Total	9.7200e-003	0.1055	0.0642	1.2000e-004	0.0262	5.0900e-003	0.0313	0.0135	4.6900e-003	0.0182	0.0000	10.4235	10.4235	3.3700e-003	0.0000	10.5078

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3.4 Grading - 2020**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	2.1000e-004	1.5000e-004	1.5600e-003	0.0000	4.7000e-004	0.0000	4.7000e-004	1.3000e-004	0.0000	1.3000e-004	0.0000	0.4067	0.4067	1.0000e-005	0.0000	0.4069
Total	2.1000e-004	1.5000e-004	1.5600e-003	0.0000	4.7000e-004	0.0000	4.7000e-004	1.3000e-004	0.0000	1.3000e-004	0.0000	0.4067	0.4067	1.0000e-005	0.0000	0.4069

3.5 Building Construction - 2020**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0583	0.5276	0.4633	7.4000e-004		0.0307	0.0307		0.0289	0.0289	0.0000	63.6928	63.6928	0.0155	0.0000	64.0812
Total	0.0583	0.5276	0.4633	7.4000e-004		0.0307	0.0307		0.0289	0.0289	0.0000	63.6928	63.6928	0.0155	0.0000	64.0812

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3.5 Building Construction - 2020**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	3.1400e-003	0.1014	0.0200	2.5000e-004	5.5700e-003	4.4000e-004	6.0100e-003	1.6100e-003	4.2000e-004	2.0300e-003	0.0000	23.5320	23.5320	1.1500e-003	0.0000	23.5608
Worker	6.7700e-003	4.7300e-003	0.0507	1.5000e-004	0.0153	1.0000e-004	0.0154	4.0800e-003	9.0000e-005	4.1700e-003	0.0000	13.2338	13.2338	3.3000e-004	0.0000	13.2420
Total	9.9100e-003	0.1061	0.0707	4.0000e-004	0.0209	5.4000e-004	0.0214	5.6900e-003	5.1000e-004	6.2000e-003	0.0000	36.7658	36.7658	1.4800e-003	0.0000	36.8028

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0583	0.5276	0.4633	7.4000e-004		0.0307	0.0307		0.0289	0.0289	0.0000	63.6927	63.6927	0.0155	0.0000	64.0811
Total	0.0583	0.5276	0.4633	7.4000e-004		0.0307	0.0307		0.0289	0.0289	0.0000	63.6927	63.6927	0.0155	0.0000	64.0811

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3.5 Building Construction - 2020**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	3.1400e-003	0.1014	0.0200	2.5000e-004	5.5700e-003	4.4000e-004	6.0100e-003	1.6100e-003	4.2000e-004	2.0300e-003	0.0000	23.5320	23.5320	1.1500e-003	0.0000	23.5608
Worker	6.7700e-003	4.7300e-003	0.0507	1.5000e-004	0.0153	1.0000e-004	0.0154	4.0800e-003	9.0000e-005	4.1700e-003	0.0000	13.2338	13.2338	3.3000e-004	0.0000	13.2420
Total	9.9100e-003	0.1061	0.0707	4.0000e-004	0.0209	5.4000e-004	0.0214	5.6900e-003	5.1000e-004	6.2000e-003	0.0000	36.7658	36.7658	1.4800e-003	0.0000	36.8028

3.5 Building Construction - 2021**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.1663	1.5253	1.4503	2.3600e-003		0.0839	0.0839		0.0789	0.0789	0.0000	202.6826	202.6826	0.0489	0.0000	203.9051
Total	0.1663	1.5253	1.4503	2.3600e-003		0.0839	0.0839		0.0789	0.0789	0.0000	202.6826	202.6826	0.0489	0.0000	203.9051

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3.5 Building Construction - 2021**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	8.3700e-003	0.2961	0.0566	7.8000e-004	0.0177	6.8000e-004	0.0184	5.1300e-003	6.5000e-004	5.7700e-003	0.0000	74.2807	74.2807	3.4600e-003	0.0000	74.3672
Worker	0.0200	0.0135	0.1475	4.5000e-004	0.0488	3.2000e-004	0.0491	0.0130	2.9000e-004	0.0133	0.0000	40.6263	40.6263	9.3000e-004	0.0000	40.6495
Total	0.0284	0.3096	0.2041	1.2300e-003	0.0665	1.0000e-003	0.0675	0.0181	9.4000e-004	0.0191	0.0000	114.9069	114.9069	4.3900e-003	0.0000	115.0167

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.1663	1.5253	1.4503	2.3600e-003		0.0839	0.0839		0.0789	0.0789	0.0000	202.6824	202.6824	0.0489	0.0000	203.9048
Total	0.1663	1.5253	1.4503	2.3600e-003		0.0839	0.0839		0.0789	0.0789	0.0000	202.6824	202.6824	0.0489	0.0000	203.9048

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3.5 Building Construction - 2021**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	8.3700e-003	0.2961	0.0566	7.8000e-004	0.0177	6.8000e-004	0.0184	5.1300e-003	6.5000e-004	5.7700e-003	0.0000	74.2807	74.2807	3.4600e-003	0.0000	74.3672
Worker	0.0200	0.0135	0.1475	4.5000e-004	0.0488	3.2000e-004	0.0491	0.0130	2.9000e-004	0.0133	0.0000	40.6263	40.6263	9.3000e-004	0.0000	40.6495
Total	0.0284	0.3096	0.2041	1.2300e-003	0.0665	1.0000e-003	0.0675	0.0181	9.4000e-004	0.0191	0.0000	114.9069	114.9069	4.3900e-003	0.0000	115.0167

3.6 Paving - 2021**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	9.8500e-003	0.0976	0.1103	1.7000e-004		5.2100e-003	5.2100e-003		4.8100e-003	4.8100e-003	0.0000	14.7336	14.7336	4.6300e-003	0.0000	14.8493
Paving	3.2800e-003					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	0.0131	0.0976	0.1103	1.7000e-004		5.2100e-003	5.2100e-003		4.8100e-003	4.8100e-003	0.0000	14.7336	14.7336	4.6300e-003	0.0000	14.8493

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3.6 Paving - 2021**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	5.8000e-004	3.9000e-004	4.2700e-003	1.0000e-005	1.4100e-003	1.0000e-005	1.4200e-003	3.8000e-004	1.0000e-005	3.8000e-004	0.0000	1.1771	1.1771	3.0000e-005	0.0000	1.1778
Total	5.8000e-004	3.9000e-004	4.2700e-003	1.0000e-005	1.4100e-003	1.0000e-005	1.4200e-003	3.8000e-004	1.0000e-005	3.8000e-004	0.0000	1.1771	1.1771	3.0000e-005	0.0000	1.1778

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	9.8500e-003	0.0976	0.1103	1.7000e-004		5.2100e-003	5.2100e-003		4.8100e-003	4.8100e-003	0.0000	14.7335	14.7335	4.6300e-003	0.0000	14.8493
Paving	3.2800e-003					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	0.0131	0.0976	0.1103	1.7000e-004		5.2100e-003	5.2100e-003		4.8100e-003	4.8100e-003	0.0000	14.7335	14.7335	4.6300e-003	0.0000	14.8493

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3.6 Paving - 2021**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	5.8000e-004	3.9000e-004	4.2700e-003	1.0000e-005	1.4100e-003	1.0000e-005	1.4200e-003	3.8000e-004	1.0000e-005	3.8000e-004	0.0000	1.1771	1.1771	3.0000e-005	0.0000	1.1778
Total	5.8000e-004	3.9000e-004	4.2700e-003	1.0000e-005	1.4100e-003	1.0000e-005	1.4200e-003	3.8000e-004	1.0000e-005	3.8000e-004	0.0000	1.1771	1.1771	3.0000e-005	0.0000	1.1778

3.7 Architectural Coating - 2021**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Archit. Coating	0.1937					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	1.9700e-003	0.0137	0.0164	3.0000e-005		8.5000e-004	8.5000e-004		8.5000e-004	8.5000e-004	0.0000	2.2979	2.2979	1.6000e-004	0.0000	2.3019
Total	0.1956	0.0137	0.0164	3.0000e-005		8.5000e-004	8.5000e-004		8.5000e-004	8.5000e-004	0.0000	2.2979	2.2979	1.6000e-004	0.0000	2.3019

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3.7 Architectural Coating - 2021**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	4.1000e-004	2.7000e-004	2.9900e-003	1.0000e-005	9.9000e-004	1.0000e-005	1.0000e-003	2.6000e-004	1.0000e-005	2.7000e-004	0.0000	0.8240	0.8240	2.0000e-005	0.0000	0.8244
Total	4.1000e-004	2.7000e-004	2.9900e-003	1.0000e-005	9.9000e-004	1.0000e-005	1.0000e-003	2.6000e-004	1.0000e-005	2.7000e-004	0.0000	0.8240	0.8240	2.0000e-005	0.0000	0.8244

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Archit. Coating	0.1937					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	1.9700e-003	0.0137	0.0164	3.0000e-005		8.5000e-004	8.5000e-004		8.5000e-004	8.5000e-004	0.0000	2.2979	2.2979	1.6000e-004	0.0000	2.3019
Total	0.1956	0.0137	0.0164	3.0000e-005		8.5000e-004	8.5000e-004		8.5000e-004	8.5000e-004	0.0000	2.2979	2.2979	1.6000e-004	0.0000	2.3019

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3.7 Architectural Coating - 2021**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	4.1000e-004	2.7000e-004	2.9900e-003	1.0000e-005	9.9000e-004	1.0000e-005	1.0000e-003	2.6000e-004	1.0000e-005	2.7000e-004	0.0000	0.8240	0.8240	2.0000e-005	0.0000	0.8244
Total	4.1000e-004	2.7000e-004	2.9900e-003	1.0000e-005	9.9000e-004	1.0000e-005	1.0000e-003	2.6000e-004	1.0000e-005	2.7000e-004	0.0000	0.8240	0.8240	2.0000e-005	0.0000	0.8244

4.0 Operational Detail - Mobile**4.1 Mitigation Measures Mobile**

Provide Riade Sharing Program

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	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Mitigated	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Unmitigated	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

4.2 Trip Summary Information

Land Use	Average Daily Trip Rate			Unmitigated	Mitigated
	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
Convenience Market With Gas Pumps	0.00	0.00	0.00		
Parking Lot	0.00	0.00	0.00		
Regional Shopping Center	0.00	0.00	0.00		
Supermarket	0.00	0.00	0.00		
Total	0.00	0.00	0.00		

4.3 Trip Type Information

Land Use	Miles			Trip %			Trip Purpose %		
	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
Convenience Market With Gas	9.50	7.30	7.30	0.80	80.20	19.00	14	21	65
Parking Lot	9.50	7.30	7.30	0.00	0.00	0.00	0	0	0
Regional Shopping Center	9.50	7.30	7.30	16.30	64.70	19.00	54	35	11
Supermarket	9.50	7.30	7.30	6.50	74.50	19.00	34	30	36

4.4 Fleet Mix

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Land Use	LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
Convenience Market With Gas Pumps	0.494811	0.040252	0.220236	0.128508	0.023782	0.006284	0.029295	0.046215	0.001446	0.001205	0.005961	0.000773	0.001232
Parking Lot	0.494811	0.040252	0.220236	0.128508	0.023782	0.006284	0.029295	0.046215	0.001446	0.001205	0.005961	0.000773	0.001232
Regional Shopping Center	0.494811	0.040252	0.220236	0.128508	0.023782	0.006284	0.029295	0.046215	0.001446	0.001205	0.005961	0.000773	0.001232
Supermarket	0.494811	0.040252	0.220236	0.128508	0.023782	0.006284	0.029295	0.046215	0.001446	0.001205	0.005961	0.000773	0.001232

5.0 Energy Detail

Historical Energy Use: N

5.1 Mitigation Measures Energy

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Electricity Mitigated						0.0000	0.0000		0.0000	0.0000	0.0000	477.7982	477.7982	0.0261	5.3900e-003	480.0558
Electricity Unmitigated						0.0000	0.0000		0.0000	0.0000	0.0000	477.7982	477.7982	0.0261	5.3900e-003	480.0558
NaturalGas Mitigated	0.0102	0.0929	0.0780	5.6000e-004		7.0600e-003	7.0600e-003		7.0600e-003	7.0600e-003	0.0000	101.1399	101.1399	1.9400e-003	1.8500e-003	101.7410
NaturalGas Unmitigated	0.0102	0.0929	0.0780	5.6000e-004		7.0600e-003	7.0600e-003		7.0600e-003	7.0600e-003	0.0000	101.1399	101.1399	1.9400e-003	1.8500e-003	101.7410

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5.2 Energy by Land Use - NaturalGas**Unmitigated**

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	tons/yr										MT/yr					
Convenience Market With Gas Pumps	19821	1.1000e-004	9.7000e-004	8.2000e-004	1.0000e-005		7.0000e-005	7.0000e-005		7.0000e-005	7.0000e-005	0.0000	1.0577	1.0577	2.0000e-005	2.0000e-005	1.0640
Parking Lot	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Regional Shopping Center	510120	2.7500e-003	0.0250	0.0210	1.5000e-004		1.9000e-003	1.9000e-003		1.9000e-003	1.9000e-003	0.0000	27.2220	27.2220	5.2000e-004	5.0000e-004	27.3837
Supermarket	1.36535e+006	7.3600e-003	0.0669	0.0562	4.0000e-004		5.0900e-003	5.0900e-003		5.0900e-003	5.0900e-003	0.0000	72.8603	72.8603	1.4000e-003	1.3400e-003	73.2933
Total		0.0102	0.0929	0.0780	5.6000e-004		7.0600e-003	7.0600e-003		7.0600e-003	7.0600e-003	0.0000	101.1400	101.1400	1.9400e-003	1.8600e-003	101.7410

Plaza at Blue Oaks - Placer-Sacramento County, Annual

5.2 Energy by Land Use - NaturalGas**Mitigated**

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	tons/yr										MT/yr					
Convenience Market With Gas Pumps	19821	1.1000e-004	9.7000e-004	8.2000e-004	1.0000e-005		7.0000e-005	7.0000e-005		7.0000e-005	7.0000e-005	0.0000	1.0577	1.0577	2.0000e-005	2.0000e-005	1.0640
Parking Lot	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Regional Shopping Center	510120	2.7500e-003	0.0250	0.0210	1.5000e-004		1.9000e-003	1.9000e-003		1.9000e-003	1.9000e-003	0.0000	27.2220	27.2220	5.2000e-004	5.0000e-004	27.3837
Supermarket	1.36535e+006	7.3600e-003	0.0669	0.0562	4.0000e-004		5.0900e-003	5.0900e-003		5.0900e-003	5.0900e-003	0.0000	72.8603	72.8603	1.4000e-003	1.3400e-003	73.2933
Total		0.0102	0.0929	0.0780	5.6000e-004		7.0600e-003	7.0600e-003		7.0600e-003	7.0600e-003	0.0000	101.1400	101.1400	1.9400e-003	1.8600e-003	101.7410

Plaza at Blue Oaks - Placer-Sacramento County, Annual

5.3 Energy by Land Use - Electricity**Unmitigated**

	Electricity Use	Total CO2	CH4	N2O	CO2e
Land Use	kWh/yr	MT/yr			
Convenience Market With Gas Pumps	19973.4	4.8185	2.6000e-004	5.0000e-005	4.8412
Parking Lot	38150	9.2034	5.0000e-004	1.0000e-004	9.2469
Regional Shopping Center	514044	124.0096	6.7600e-003	1.4000e-003	124.5955
Supermarket	1.4084e+006	339.7668	0.0185	3.8300e-003	341.3722
Total		477.7982	0.0261	5.3800e-003	480.0558

Plaza at Blue Oaks - Placer-Sacramento County, Annual

5.3 Energy by Land Use - Electricity**Mitigated**

	Electricity Use	Total CO2	CH4	N2O	CO2e
Land Use	kWh/yr	MT/yr			
Convenience Market With Gas Pumps	19973.4	4.8185	2.6000e-004	5.0000e-005	4.8412
Parking Lot	38150	9.2034	5.0000e-004	1.0000e-004	9.2469
Regional Shopping Center	514044	124.0096	6.7600e-003	1.4000e-003	124.5955
Supermarket	1.4084e+006	339.7668	0.0185	3.8300e-003	341.3722
Total		477.7982	0.0261	5.3800e-003	480.0558

6.0 Area Detail**6.1 Mitigation Measures Area**

Use Low VOC Paint - Non-Residential Interior

Use Low VOC Paint - Non-Residential Exterior

Use Low VOC Cleaning Supplies

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	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Mitigated	0.3167	2.0000e-005	1.8400e-003	0.0000		1.0000e-005	1.0000e-005		1.0000e-005	1.0000e-005	0.0000	3.5700e-003	3.5700e-003	1.0000e-005	0.0000	3.8000e-003
Unmitigated	0.3402	2.0000e-005	1.8400e-003	0.0000		1.0000e-005	1.0000e-005		1.0000e-005	1.0000e-005	0.0000	3.5700e-003	3.5700e-003	1.0000e-005	0.0000	3.8000e-003

6.2 Area by SubCategory

Unmitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	tons/yr										MT/yr					
Architectural Coating	0.0194					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Consumer Products	0.3206					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Landscaping	1.7000e-004	2.0000e-005	1.8400e-003	0.0000		1.0000e-005	1.0000e-005		1.0000e-005	1.0000e-005	0.0000	3.5700e-003	3.5700e-003	1.0000e-005	0.0000	3.8000e-003
Total	0.3402	2.0000e-005	1.8400e-003	0.0000		1.0000e-005	1.0000e-005		1.0000e-005	1.0000e-005	0.0000	3.5700e-003	3.5700e-003	1.0000e-005	0.0000	3.8000e-003

Plaza at Blue Oaks - Placer-Sacramento County, Annual

6.2 Area by SubCategory**Mitigated**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	tons/yr										MT/yr					
Architectural Coating	0.0194					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Consumer Products	0.2972					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Landscaping	1.7000e-004	2.0000e-005	1.8400e-003	0.0000		1.0000e-005	1.0000e-005		1.0000e-005	1.0000e-005	0.0000	3.5700e-003	3.5700e-003	1.0000e-005	0.0000	3.8000e-003
Total	0.3167	2.0000e-005	1.8400e-003	0.0000		1.0000e-005	1.0000e-005		1.0000e-005	1.0000e-005	0.0000	3.5700e-003	3.5700e-003	1.0000e-005	0.0000	3.8000e-003

7.0 Water Detail**7.1 Mitigation Measures Water**

Use Water Efficient Landscaping

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	Total CO2	CH4	N2O	CO2e
Category	MT/yr			
Mitigated	14.2935	0.2506	6.0300e-003	22.3557
Unmitigated	14.2935	0.2506	6.0300e-003	22.3557

7.2 Water by Land Use

Unmitigated

	Indoor/Outdoor Use	Total CO2	CH4	N2O	CO2e
Land Use	Mgal	MT/yr			
Convenience Market With Gas Pumps	0.125486 / 0.0769109	0.2686	4.1000e-003	1.0000e-004	0.4006
Parking Lot	0 / 0	0.0000	0.0000	0.0000	0.0000
Regional Shopping Center	3.22956 / 1.97941	6.9117	0.1056	2.5500e-003	10.3109
Supermarket	4.31439 / 0.133435	7.1133	0.1409	3.3800e-003	11.6442
Total		14.2935	0.2506	6.0300e-003	22.3557

Plaza at Blue Oaks - Placer-Sacramento County, Annual

7.2 Water by Land Use**Mitigated**

	Indoor/Outdoor Use	Total CO2	CH4	N2O	CO2e
Land Use	Mgal	MT/yr			
Convenience Market With Gas Pumps	0.125486 / 0.0769109	0.2686	4.1000e-003	1.0000e-004	0.4006
Parking Lot	0 / 0	0.0000	0.0000	0.0000	0.0000
Regional Shopping Center	3.22956 / 1.97941	6.9117	0.1056	2.5500e-003	10.3109
Supermarket	4.31439 / 0.133435	7.1133	0.1409	3.3800e-003	11.6442
Total		14.2935	0.2506	6.0300e-003	22.3557

8.0 Waste Detail**8.1 Mitigation Measures Waste**

Plaza at Blue Oaks - Placer-Sacramento County, Annual

Category/Year

	Total CO2	CH4	N2O	CO2e
	MT/yr			
Mitigated	49.3633	2.9173	0.0000	122.2956
Unmitigated	49.3633	2.9173	0.0000	122.2956

8.2 Waste by Land Use**Unmitigated**

	Waste Disposed	Total CO2	CH4	N2O	CO2e
Land Use	tons	MT/yr			
Parking Lot	0	0.0000	0.0000	0.0000	0.0000
Regional Shopping Center	45.78	9.2929	0.5492	0.0000	23.0228
Supermarket	197.4	40.0704	2.3681	0.0000	99.2728
Total		49.3634	2.9173	0.0000	122.2956

Plaza at Blue Oaks - Placer-Sacramento County, Annual

8.2 Waste by Land Use**Mitigated**

	Waste Disposed	Total CO2	CH4	N2O	CO2e
Land Use	tons	MT/yr			
Parking Lot	0	0.0000	0.0000	0.0000	0.0000
Regional Shopping Center	45.78	9.2929	0.5492	0.0000	23.0228
Supermarket	197.4	40.0704	2.3681	0.0000	99.2728
Total		49.3634	2.9173	0.0000	122.2956

9.0 Operational Offroad

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

10.0 Stationary Equipment**Fire Pumps and Emergency Generators**

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

Boilers

Equipment Type	Number	Heat Input/Day	Heat Input/Year	Boiler Rating	Fuel Type
----------------	--------	----------------	-----------------	---------------	-----------

User Defined Equipment

Equipment Type	Number
----------------	--------

Plaza at Blue Oaks - Placer-Sacramento County, Annual

11.0 Vegetation

	Total CO2	CH4	N2O	CO2e
Category	MT			
Unmitigated	264.0840	0.0000	0.0000	264.0840

11.2 Net New Trees**Species Class**

	Number of Trees	Total CO2	CH4	N2O	CO2e
		MT			
Miscellaneous	373	264.0840	0.0000	0.0000	264.0840
Total		264.0840	0.0000	0.0000	264.0840

Environmental Noise Assessment

The Plaza at Blue Oaks Commercial Development

Roseville, California

BAC Job # 2018-026

Prepared For:

Signature Homes, Inc.

Attn: Mr. Stephen M. Hicks
4670 Willow Road, Suite 200
Pleasanton, CA 94588

Prepared By:

Bollard Acoustical Consultants, Inc.



Paul Bollard, President

April 2, 2018



Introduction

The proposed Plaza at Blue Oaks Commercial Development (project) is located on the east side of Fiddymment Road, between Blue Oaks Boulevard and Harvey Way in Roseville, California. The development proposes to include a shopping center, ARCO AM/PM facility with car wash, and other commercial uses on three parcels totaling approximately 13 acres. The project site is located adjacent to existing single-family residential uses (south), existing commercial uses (west), and future medium and high-density residential uses (north and east). The project area is shown on Figure 1. The overall project site plan and ARCO AM/PM facility site plan are shown on Figures 2 and 3, respectively.

Due to the proximity of the proposed commercial development to the adjacent existing and future residential uses, the City of Roseville has requested an environmental noise assessment to ensure that the applicable noise standards are satisfied. In response to this request, the project applicant has retained Bollard Acoustical Consultants, Inc. (BAC) to prepare this noise analysis. Specifically, the purposes of this analysis are to quantify noise levels associated with the proposed on-site commercial-related activities (i.e., on-site truck circulation, loading dock activities, and car wash operations), to assess the state of compliance of those noise levels with the applicable City of Roseville noise standards, and if necessary, to recommend measures to reduce those noise levels to acceptable limits at the nearest noise-sensitive uses.

Noise Fundamentals and Terminology

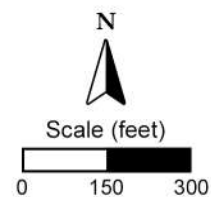
Noise is often described as unwanted sound. Sound is defined as any pressure variation in air that the human ear can detect. If the pressure variations occur frequently enough (at least 20 times per second), they can be heard, and thus are called sound. Measuring sound directly in terms of pressure would require a very large and awkward range of numbers. To avoid this, the decibel scale was devised. The decibel scale allows a million-fold increase in pressure to be expressed as 120 dB. Another useful aspect of the decibel scale is that changes in levels (dB) correspond closely to human perception of relative loudness. Appendix A contains definitions of Acoustical Terminology. Figure 4 shows common noise levels associated with various sources.

The perceived loudness of sounds is dependent upon many factors, including sound pressure level and frequency content. However, within the usual range of environmental noise levels, perception of loudness is relatively predictable, and can be approximated by weighing the frequency response of a sound level meter by means of the standardized A-weighting network. There is a strong correlation between A-weighted sound levels (expressed as dBA) and community response to noise. For this reason, the A-weighted sound level has become the standard tool of environmental noise assessment. All noise levels reported in this section are in terms of A-weighted levels in decibels.



Legend

- Project Border
- # Long-Term Noise Measurement Locations

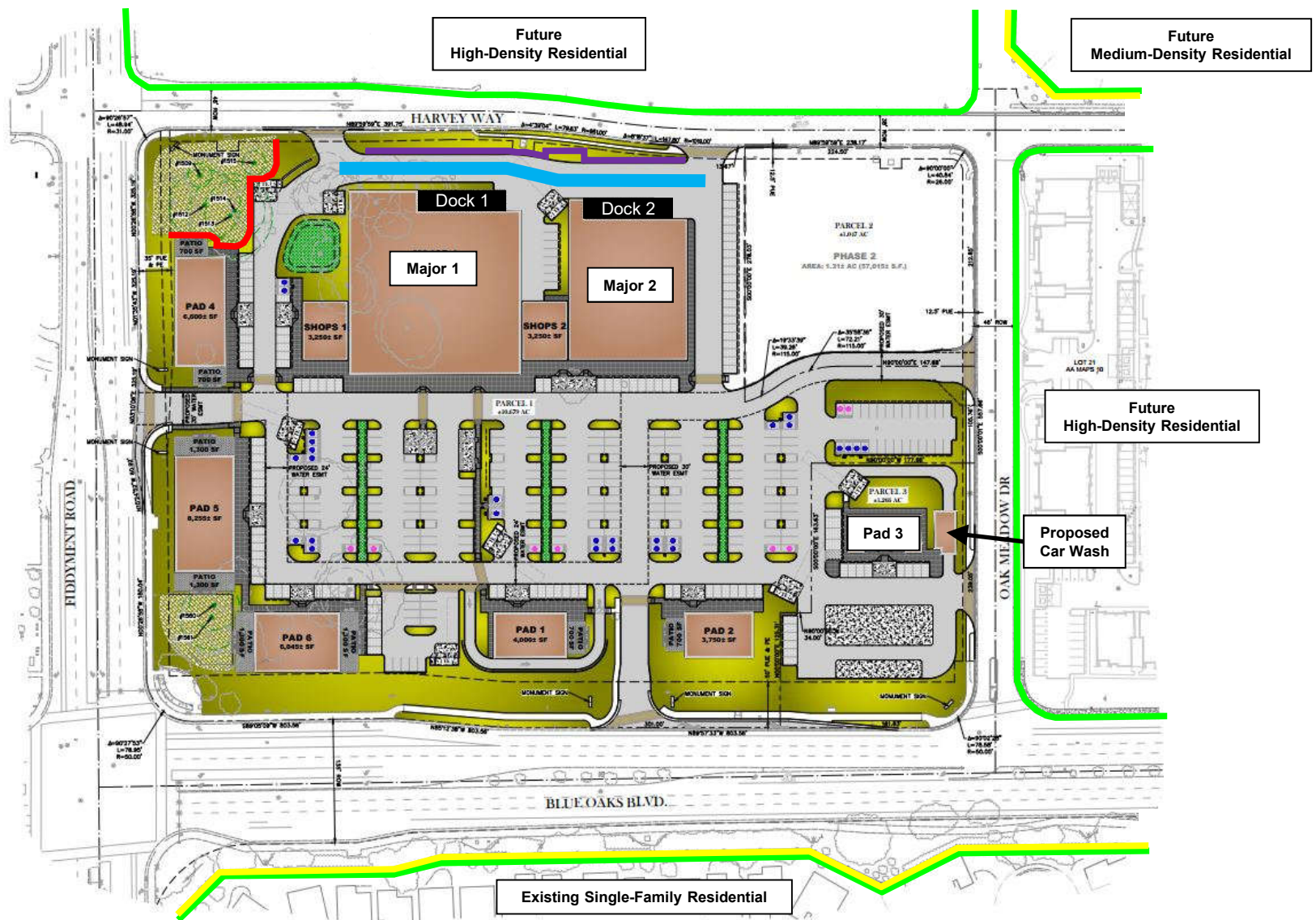


The Plaza at Blue Oaks Development
Roseville, California

Project Area

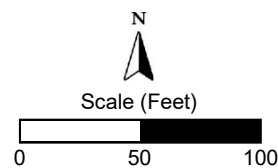
Figure 1





Legend

- Parcel Boundaries
- Existing 6-Foot Tall Solid Noise Barriers
- Proposed Delivery Truck Lane
- Proposed 11-Foot Tall Retaining Wall
- On-Site Truck Circulation & Loading Dock Noise Mitigation - Solid Noise Barrier

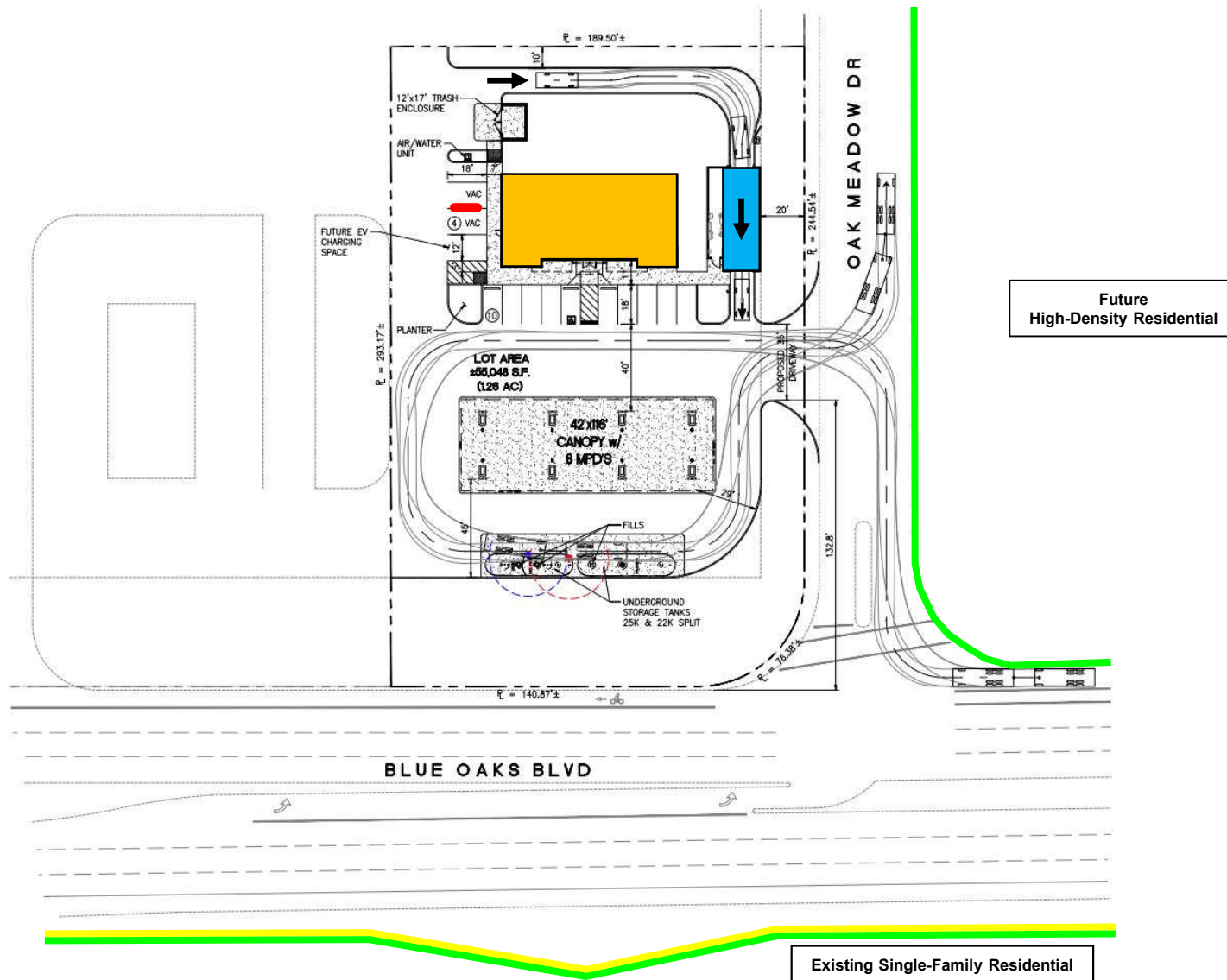


The Plaza at Blue Oaks Development
Roseville, California

Overall Project Site Plan

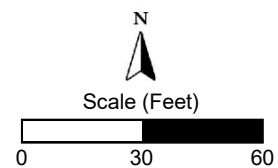
Figure 2





Legend

- Parcel Boundaries
- Existing 6-Foot Tall Solid Noise Barrier
- Proposed ARCO AM/PM Minimart
- Proposed Car Wash Tunnel
- Proposed Vacuum Systems

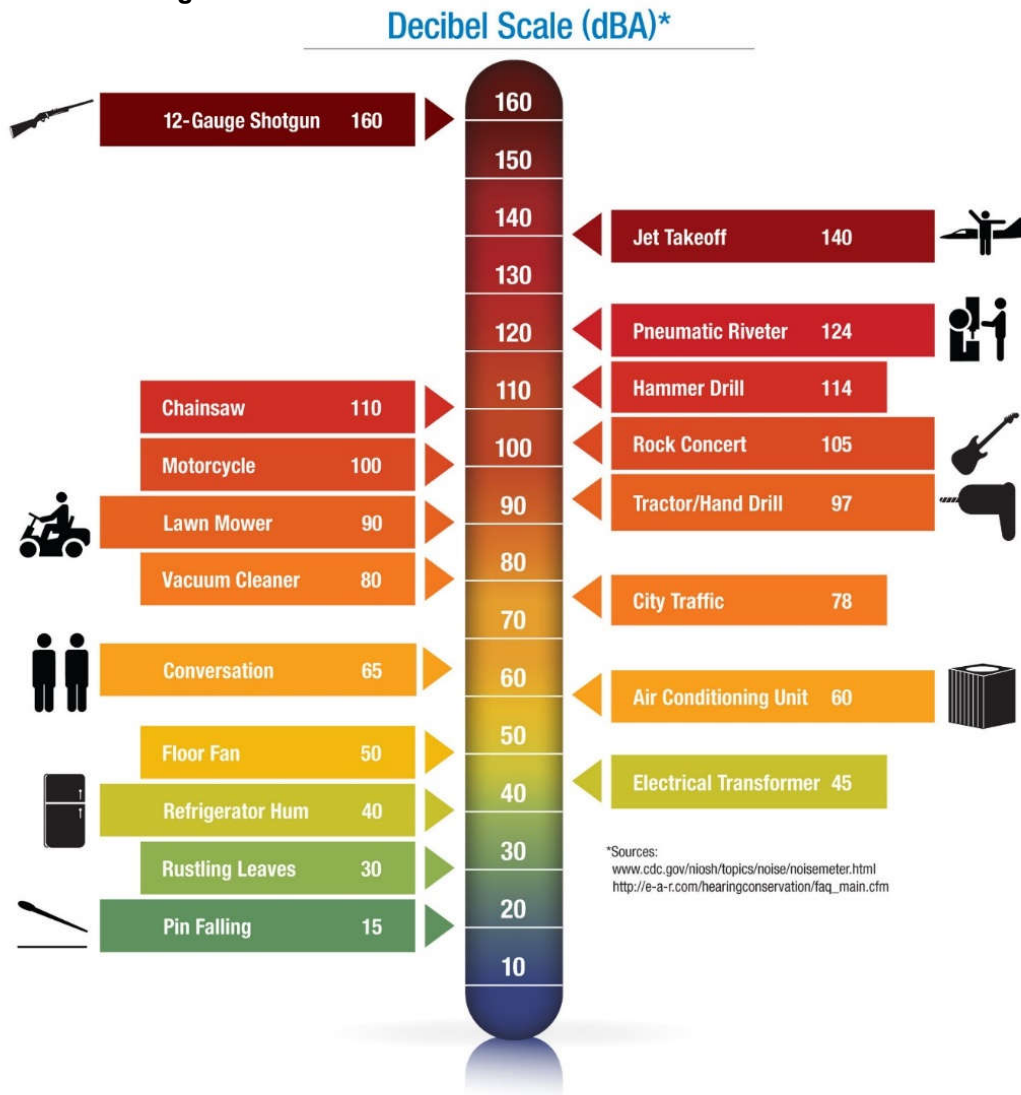


The Plaza at Blue Oaks Development
Roseville, California

Project Site Plan – ARCO AM/PM Facility

Figure 3



Figure 4. Noise levels associated with common noise sources.

Community noise is commonly described in terms of the “ambient” noise level, which is defined as the all-encompassing noise level associated with a given noise environment. A common statistical tool to measure the ambient noise level is the average, or equivalent, sound level (L_{eq}) over a given time period (usually one hour). The L_{eq} is the foundation of the Day-Night Average Level noise descriptor, L_{dn} , and shows very good correlation with community response to noise.

The Day-Night Average Level (L_{dn}) is based upon the average noise level over a 24-hour day, with a +10 decibel weighing applied to noise occurring during nighttime (10 p.m. to 7 a.m.) hours. The nighttime penalty is based upon the assumption that people react to nighttime noise exposures as though they were twice as loud as daytime exposures. Because L_{dn} represents a 24-hour average, it tends to disguise short-term variations in the noise environment. L_{dn} -based noise standards are commonly used to assess noise impacts associated with traffic, railroad and aircraft noise sources.

Criteria for Acceptable Noise Exposure

City of Roseville General Plan Noise Element 2035

The Noise Element of the City of Roseville General Plan establishes non-transportation noise exposure limits as summarized below in Table 1 (Table IX-3 of the Noise Element). These limits are applicable to non-transportation noise sources (i.e., on-site truck movements, loading docks, and car wash operations) affecting existing noise-sensitive land uses.

Table 1 Performance Standards For Non-Transportation Noise Sources or Projects Affected by Non-Transportation Noise Sources (As Measured at the Property Line of the Noise-Sensitive Uses) City of Roseville General Plan Noise Element		
Noise Level Descriptor	Daytime (7 a.m. - 10 p.m.)	Nighttime (10 p.m. - 7 a.m.)
Hourly L_{eq} , dB	50	45
Maximum Level (L_{max}), dB	70	65
Notes: -Each of the noise limits specified above should be lowered by five dB for simple tone noises, noises consisting primarily of speech or music, or for recurring impulsive noises. Such noises are generally considered by residents to be particularly annoying and are a primary source of noise complaints. -These noise level standards do not apply to residential units established in conjunction with industrial or commercial uses (e.g., caretaker dwellings). -No Standards have been included for interior noise levels. Standard construction practices should, with exterior noise levels identified, result in acceptable interior noise levels. Source: City of Roseville General Plan Noise Element 2035, Table IX-3		

Noise Standards Applied to the Project

The nearest noise-sensitive land uses to the project site are existing and future residential developments located north, south, and east of the project site. Because the hours of operation of the future commercial uses are not known at this time, it was assumed that each of the evaluated noise sources could potentially occur during any hour within a 24-hour period. In reality, it is likely that the majority of the future commercial uses would not operate during nighttime hours (10 p.m. to 7 a.m.). Based on this conservative assumption, the City of Roseville daytime and nighttime noise level standards for noise-sensitive (residential) land uses shown in Table 1 were applied to the project noise sources.

Existing Ambient Noise Environment

The existing ambient noise level environment in the immediate project vicinity is primarily defined by traffic on Fiddymont Road and Blue Oaks Boulevard. To quantify the existing ambient noise environment in the project vicinity, BAC conducted a continuous (24-hour) noise level measurements at two (2) locations on the project site from February 14-15, 2018. The noise measurement locations are shown on Figure 1, identified as Sites 1 and 2.

Larson-Davis Laboratories (LDL) Model 820 precision integrating sound level meters were used to complete the noise level measurements. The meters were calibrated before use with an LDL Model CAL200 acoustical calibrator to ensure the accuracy off the measurements. The equipment used meets all pertinent specifications of the American National Standards Institute for Type 1 sound level meters (ANSI S1.4).

The results of the measurements are shown numerically and graphically in Appendices B and C, and are summarized below in Table 2. Photographs of the measurement sites are provided in Appendix D.

Table 2 Summary of Long-Term Ambient Noise Monitoring Results¹ The Plaza at Blue Oaks Commercial Development – Roseville, California February 14-15, 2018								
Site	Date	L _{dn} , dB	Average Measured Hourly Noise Levels (dB)					
			Daytime (7 a.m. to 10 p.m.)			Nighttime (10 p.m. to 7 a.m.)		
			L _{eq}	L ₅₀	L _{max}	L _{eq}	L ₅₀	L _{max}
1	2/15	56	50-55 (54)	49-55 (52)	61-73 (66)	42-53 (48)	38-50 (43)	56-71 (63)
2	2/14 – 2/15	57	50-57 (55)	47-56 (52)	64-77 (69)	45-56 (49)	39-54 (44)	59-72 (66)
Notes: ¹ Long-term ambient noise monitoring locations are shown on Figure 1, identified as Sites 1 and 2. Source: Bollard Acoustical Consultants, Inc. (2018)								

The Table 2 data indicate that measured average noise levels at the project site during daytime and nighttime hours were 54-55 dB L_{eq} and 48-49 dB L_{eq}, respectively. Maximum noise levels at the project site during daytime and nighttime hours were 66-69 dB L_{max} and 63-66 dB L_{max}, respectively.

Project Noise Generation

Noise generated by project-related activities were quantified through a combination of use of reference noise level measurements and application of accepted noise modeling techniques. Primary stationary noise sources associated with the proposed development include on-site truck circulation and loading dock activities from deliveries to businesses in buildings Major 1 and 2 at the northern end of the site, and car wash operations from the ARCO AM/PM facility located at the southeastern end of the site. Predicted noise levels resulting from each source are evaluated in the following sections. The predicted project noise levels take into account existing 6-foot tall noise barriers located adjacent to the residential developments to the northeast and south of the project site. Figure 2 shows the locations of the proposed noise sources, buildings, and existing noise barriers adjacent to the project site.

Evaluation of On-Site Truck Circulation Noise Levels

The project proposes a truck lane to be used for primary for deliveries to the businesses located in buildings Major 1 (grocery store) and Major 2. The locations of the proposed delivery truck lane and nearest residential uses are identified on Figure 2.

To quantify on-site truck circulation noise exposure at the nearest residential uses, BAC utilized file data for comparable commercial centers. For a conservative assessment of daily on-site truck circulation noise levels, it was assumed that 1-2 heavy trucks and 4 medium duty trucks/vans would deliver products to the stores at buildings Major 1 and 2 during a typical day. For the purposes of predicting hourly average noise levels for comparison against the city's hourly average (L_{eq}) noise standard, it was assumed that 1 heavy truck and 2 medium duty trucks could have store deliveries during the same hour.

BAC file data indicate that heavy truck passbys produce an average Sound Exposure Level (SEL) of approximately 90 dB at a distance of 50 feet, with medium duty trucks (including side step vans), producing a SEL of approximately 76 dB. In addition, the file data also indicate a single event maximum sound level for slow-moving heavy-duty trucks and medium-duty trucks of 75 dB and 70 dB L_{max} (respectively), at a reference distance of 50 feet. Based on these levels, assuming 1 semi-trailer delivery and 2 medium duty truck deliveries during any given hour, and assuming standard sound wave spreading loss (-4.5 dB per doubling of distance from a moving point source), on-site truck circulation noise exposure at the property lines of the nearest residential uses was calculated and the results of those calculations relative to the city's noise standards are presented in Tables 3 and 4.

The predicted on-site truck circulation noise levels at the nearest residential use to the northeast take into consideration the shielding provided by the existing 6-foot tall noise barrier along the development boundary, as indicated in Figure 2. To account for the screening provided by the existing barrier, an offset of -7 dB was conservatively applied to calculated noise levels at this land use.

Table 3 Predicted On-Site Truck Circulation Noise Levels vs. City Hourly L_{eq} Noise Standards The Plaza at Blue Oaks Commercial Development – Roseville, California				
Property Line	Distance from Passby Route (ft)	Predicted Combined Truck Passby Noise Level, L_{eq} (dB) ¹	Compliance with City Standard?	
			Daytime	Nighttime
North	100	50	Yes	No
East	350	42	Yes	Yes
Northeast	365	35	Yes	Yes
City of Roseville Noise Level Standards, Hourly L_{eq} (dB):			50	45
Notes: ¹ Predicted combined truck (heavy and medium) circulation noise levels at the residential use to the northeast take into consideration the shielding provided by the existing 6-foot tall noise barrier along the development boundary, and have been conservatively adjusted by -7 dB to account for this screening. Source: Bollard Acoustical Consultants, Inc. (2018)				

Table 4 Predicted On-Site Truck Circulation Noise Levels vs. City Maximum L_{max} Noise Standards The Plaza at Blue Oaks Commercial Development – Roseville, California					
Property Line	Distance from Passby Route, (ft)	Predicted Truck Passby Noise Level, L_{max} (dB) ¹		Compliance with City Standard?	
		Heavy-Truck (HT)	Medium Truck (MT)	Daytime (HT/MT)	Nighttime (HT/MT)
North	100	70	65	Yes/Yes	No/Yes
East	350	62	57	Yes/Yes	Yes/Yes
Northeast	365	55	50	Yes/Yes	Yes/Yes
City of Roseville Noise Level Standards, Maximum L_{max} (dB):				70	65
Notes: ¹ Predicted truck circulation noise levels at the residential use to the northeast take into consideration the shielding provided by the existing 6-foot tall noise barrier along the development boundary, and have been conservatively adjusted by -7 dB to account for this screening. Source: Bollard Acoustical Consultants, Inc. (2018)					

As indicated in Table 3, predicted combined truck passby noise levels at the property lines of the nearest residential uses would satisfy the City of Roseville 50 dB L_{eq} daytime noise level standard. The Table 3 data also shows that predicted combined truck passby noise levels would satisfy the City of Roseville 45 dB L_{eq} nighttime noise level standard at the nearest residential uses to the east and northeast. However, the predicted combined truck passby noise level of 50 dB L_{eq} at the nearest proposed residential uses to the north would exceed the City of Roseville 45 dB L_{eq} nighttime noise level standard. As a result, additional consideration of on-site truck circulation noise mitigation measures would be necessary in order to satisfy the

City of Roseville 45 dB L_{eq} nighttime noise level standard at the nearest residential use to the north.

The Table 4 data indicate that predicted heavy and medium-truck passby noise levels at the property lines of the nearest residential uses would satisfy the City of Roseville 70 dB L_{max} daytime noise level standard. In addition, predicted medium-truck passby noise levels would also satisfy the city's nighttime noise level standard at the nearest residential uses. However, the Table 4 data indicates that heavy-truck passby noise levels are predicted to exceed the city's nighttime noise level standard by 5 dB at the property line of the nearest residential use to the north. As a result, additional consideration of heavy-truck passby noise mitigation measures would be necessary in order to satisfy the City of Roseville 65 dB L_{max} nighttime noise level standard at the nearest residential use to the north.

On-Site Truck Circulation Noise Mitigation Measures

Noise exposure from on-site truck circulation is expected to satisfy the applicable City of Roseville daytime noise level standards of 50 dB L_{eq} and 70 dB L_{max} at the nearest residential uses. However, should truck deliveries occur during nighttime hours (10 p.m. to 7 a.m.), truck passby noise levels are predicted to exceed the City of Roseville 45 dB L_{eq} and 65 dB L_{max} nighttime noise level standards at the nearest residential use to the north.

To mitigate on-site truck circulation noise exposure to a state of compliance with the City of Roseville nighttime noise level standards of 45 dB L_{eq} and 65 dB L_{max} at the nearest residential use to the north, the effectiveness of a solid noise barrier between the proposed truck lane and residential development to the north was evaluated. The results from the barrier analysis are provided in Appendices E-1 and E-2, and are summarized in Table 5 relative to the applicable City of Roseville noise standards.

Table 5 Predicted On-Site Truck Circulation Noise Barrier Effectiveness vs. City Standards The Plaza at Blue Oaks Commercial Development – Roseville, California			
Barrier Height (ft) ¹	Resulting Source Noise Level at Residential Use to North, dB ²		Compliance with Nighttime Standards? (Combined/HT)
	Combined Truck Passby, L_{eq}	HT Truck Passby, L_{max}	
6	46	66	No/No
7	45	65	Yes/Yes
City of Roseville Nighttime Noise Level Standards, L_{eq}/L_{max} (dB):			45 / 65
Notes: ¹ Figure 2 shows the location of the recommended noise barrier. ² Complete results of the barrier analysis are provided in Appendices E-1 and E-2. Source: Bollard Acoustical Consultants, Inc. (2018)			

The Table 5 data show that the construction of a solid noise barrier measuring a minimum of 7-feet in height at the location shown on Figure 2 would be required to satisfy the applicable City of Roseville nighttime noise criteria at the adjacent residential use to the north. Figure 2 shows the location of the noise barrier. Alternatively, truck deliveries would need to be restricted to daytime hours (7 a.m. to 10 p.m.) if a noise barrier is not constructed as indicated above.

Evaluation of Loading Dock Noise Levels

The project proposes two commercial delivery loading docks on the northern end of the project site, identified as Docks 1 and 2 on Figure 2. To predict noise levels generated by loading dock activity at the project site, BAC once again utilized file data for comparable commercial centers. BAC file data indicate a commercial loading dock noise level of 55 dB L_{eq} and 70 dB L_{max} at a distance of 100 feet for typical operations. Assuming standard sound wave spreading loss (-6 dB per doubling of distance from a stationary source), loading dock noise exposure at the nearest residential property lines was calculated and the results of those calculations relative to the city's noise standards are presented in Tables 6 and 7.

Table 6 Predicted Loading Dock Noise Levels vs. City Hourly L_{eq} Noise Standards The Plaza at Blue Oaks Commercial Development – Roseville, California						
Property Line	Distance from Loading Docks (ft)		Predicted Hourly Noise Level, L_{eq} (dB) ¹		Compliance with City Standard?	
	Dock 1	Dock 2	Dock 1	Dock 2	Daytime (Dock 1/Dock2)	Nighttime (Dock 1/Dock 2)
North	125	120	53	53	No/No	No/No
East	560	400	40	43	Yes/Yes	Yes/Yes
Northeast	590	430	33	35	Yes/Yes	Yes/Yes
City of Roseville Noise Level Standard, Hourly L_{eq} (dB):					50	45
Notes: ¹ Predicted loading dock noise levels at the residential use to the northeast take into consideration the shielding provided by the existing 6-foot tall noise barrier along the development boundary, and have been conservatively adjusted by -7 dB to account for this screening. Source: Bollard Acoustical Consultants, Inc. (2018)						

Table 7 Predicted Loading Dock Noise Levels vs. City Maximum L_{max} Noise Standards The Plaza at Blue Oaks Commercial Development – Roseville, California						
Property Line	Distance from Loading Docks (ft)		Predicted Maximum Noise Level, L_{max} (dB) ¹		Compliance with City Standard?	
	Dock 1	Dock 2	Dock 1	Dock 2	Daytime (Dock 1/Dock2)	Nighttime (Dock 1/Dock 2)
North	125	120	68	68	Yes/Yes	No/No
East	560	400	55	58	Yes/Yes	Yes/Yes
Northeast	590	430	48	50	Yes/Yes	Yes/Yes
City of Roseville Noise Level Standard, Maximum L_{max} (dB):					70	65
Notes: ¹ Predicted loading dock noise levels at the residential use to the northeast take into consideration the shielding provided by the existing 6-foot tall noise barrier along the development boundary, and have been conservatively adjusted by -7 dB to account for this screening. Source: Bollard Acoustical Consultants, Inc. (2018)						

As indicated in Table 6, predicted loading dock noise levels at the property lines of the nearest residential uses to the east and southeast would satisfy the City of Roseville 50 and 45 dB L_{eq} daytime and nighttime noise level standards (respectively). However, at the adjacent residential use to the north, loading dock noise levels are expected to exceed the applicable City of Roseville daytime and nighttime noise level criteria. As a result, additional consideration of loading dock noise mitigation measures would be necessary in order to satisfy the City of Roseville 50 and 45 dB L_{eq} daytime and nighttime noise level standards at the nearest residential use to the north.

The Table 7 data indicate that predicted loading dock noise levels at the property lines of the nearest residential uses would satisfy the City of Roseville 70 dB L_{max} daytime noise level standard. In addition, predicted loading dock noise exposure is also expected to satisfy the city's nighttime maximum noise level standard at the nearest residential uses to the east and northeast. However, the Table 7 data indicates that loading dock noise levels are predicted to exceed the city's 65 dB L_{max} nighttime noise level standard at the property line of the adjacent residential use to the north. As a result, additional consideration of loading dock noise mitigation measures would be necessary in order to satisfy the City of Roseville 65 dB L_{max} nighttime noise level standard at the nearest residential use to the north.

Loading Dock Noise Mitigation Measures

Noise exposure from loading dock activities is expected to satisfy the applicable City of Roseville daytime and nighttime hourly and maximum noise level standards at the nearest residential uses to the east and southeast. In addition, predicted loading dock noise exposure will also satisfy the city's daytime 70 dB L_{max} noise level standard at the nearest residential use to the north. However, noise levels from loading dock activities are predicted to exceed the City

of Roseville 50 and 45 dB L_{eq} daytime and nighttime noise standards (respectively), and 65 dB L_{max} nighttime noise level standard at the nearest proposed residential uses to the north.

To mitigate loading dock noise exposure to a state of compliance with the applicable City of Roseville noise level criteria at the adjacent residential use to the north, the effectiveness of a solid noise barrier at the location indicated on Figure 2 was evaluated. The results from the barrier analysis are provided in Appendices E-3 through E-6, and are summarized below in Table 8 relative to the applicable City of Roseville noise standards.

Table 8 Predicted Loading Dock Noise Barrier Effectiveness vs. City Standards The Plaza at Blue Oaks Commercial Development – Roseville, California				
Barrier Height (ft) ¹	Resulting Source Noise Level at Residential Use to North, dB ²		Compliance with City Standards?	
	Loading Docks 1 & 2		Daytime (L_{eq}/L_{max})	Nighttime (L_{eq}/L_{max})
	L_{eq}	L_{max}		
6	48	63	Yes/Yes	No/No
7	47	62	Yes/Yes	No/Yes
8	46	61	Yes/Yes	No/Yes
9	45	61	Yes/Yes	Yes/Yes
City of Roseville Noise Level Standards, L_{eq}/L_{max} (dB):			50 / 70	45 / 65
Notes: ¹ Figure 2 shows the location of the noise barrier. ² Complete results of the barrier analysis are provided in Appendices E-3 through E-6. Source: Bollard Acoustical Consultants, Inc. (2018)				

The Table 8 data shows varies noise barrier heights required to satisfy the City of Roseville noise criteria at the adjacent residential use to the north. As shown in Table 8, loading dock activities would need to be restricted to daytime hours (7 a.m. to 10 p.m.) if a noise barrier less than 9-feet in height is constructed at the location shown on Figure 2.

Based on the proposed location of Loading Dock 2, it is expected that the residential use to the north will receive partial shielding from the recommended noise barrier. Due to the reduced level of shielding from the noise barrier, it is recommended that delivery activities at Loading Dock 2 be limited to daytime hours (7 a.m. to 10 p.m.). The restriction of activities at Loading Dock 2 during nighttime hours (10 p.m. to 7 a.m.) will minimize the potential for an exceedance of the City of Roseville nighttime noise level standards at the adjacent residential use to the north.

Evaluation of Car Wash Dryer Noise Levels

The project proposes an ARCO AM/PM facility with a car wash located at the southeastern end of the commercial development. The location of the car wash and nearest residential uses are shown on Figure 3.

Based on the experience of Bollard Acoustical Consultants, noise levels generated by car wash facilities are primarily due to the drying portion of the operation. According to information obtained from the equipment supplier, the proposed car wash will utilize a Ryko 3-Fan Slimline Dryer Model #6050-D. The manufacturer's specifications, provided as Appendix F, indicate that the reference sound level varies relative to the tunnel entrance, exit, and off-axis positions. Figure 3 illustrates the location of the proposed car wash tunnel, and the direction vehicles will move through the tunnel (north to south). Based on the manufacturer reference noise data sheet (Appendix F), and the proposed orientation of the car wash, the worst-case dryer noise exposure at the future high-density residential development to the east will occur at a position 90 degrees off-axis from the car wash tunnel entrance, and 45 degrees off-axis from the tunnel exit. Because the car wash tunnel exit is proposed to be south-facing, the existing residential development to the south will receive direct (0 degrees off-axis) dryer noise exposure.

When the car wash is at its worst-case maximum capacity, the dryers are anticipated to operate for no more than 15 minutes during that hour. The reference noise levels provided in Appendix F represent maximum (L_{max}) dryer noise levels. Because the dryers would be in operation for no more than 15 minutes during any hour, average (L_{eq}) noise levels would be approximately 6 dB less than maximum noise levels. Assuming standard spherical spreading loss (-6 dB per doubling of distance), and 15 minutes of operation during worst-case hour, car wash dryer noise exposure at the nearest residential uses was calculated and the results of those calculations relative to the city's noise standards are presented in Tables 9 and 10.

The predicted car wash dryer noise levels at the existing residential development to the south take into consideration the shielding provided by the existing 6-foot tall noise barrier along the development boundary, as indicated in Figures 2 and 3. To account for the screening provided by the existing barrier, an offset of -7 dB was conservatively applied to calculated noise levels at this land use.

Table 9
Predicted Car Wash Dyer Noise Levels vs. City Hourly L_{eq} Noise Standards
The Plaza at Blue Oaks Commercial Development – Roseville, California

Property Line	Reference Noise Level	Distance to Property Line (ft) ¹	Predicted Noise Level, L_{eq} (dB) ^{2,3}	Compliance with City Standard?	
				Daytime	Nighttime
East	65 dB at 30 feet (entrance, 90° off-axis)	65	52	No	No
East	76 dB at 40 feet (exit, 45° off-axis)	100	62	No	No
South	74 dB at 70 feet (exit, in line)	320	48	Yes	No
City of Roseville Noise Level Standards, Hourly L_{eq} (dB):				50	45

Notes:

- ¹ Distances from car wash dryer equipment to nearest property lines were scaled using the provided site plans.
² The predicted equipment noise levels at the residential use to the south take into consideration the shielding provided by an existing 6-foot tall solid noise barrier along the development boundary, and have been conservatively adjusted by -7 dB to account for this shielding.
³ Hourly average L_{eq} based on 15 minutes of dryer operation during a worst-case hour.

Source: Bollard Acoustical Consultants, Inc. (2018)

Table 10
Predicted Car Wash Dryer Noise Levels vs. City Maximum L_{max} Noise Standards
The Plaza at Blue Oaks Commercial Development – Roseville, California

Property Line	Reference Noise Level	Distance to Property Line (ft) ¹	Predicted Noise Level, L_{max} (dB) ^{2,3}	Compliance with City Standard?	
				Daytime	Nighttime
East	65 dB at 30 feet (entrance, 90° off-axis)	65	58	Yes	Yes
East	76 dB at 40 feet (exit, 45° off-axis)	100	68	Yes	No
South	74 dB at 70 feet (exit, in line)	320	54	Yes	Yes
City of Roseville Noise Level Standards, Maximum L_{max} (dB):				70	65

Notes:

- ¹ Distances from car wash dryer equipment to nearest property lines were scaled using the provided site plans.
² The predicted equipment noise levels at the residential use to the south take into consideration the shielding provided by an existing 6-foot tall solid noise barrier along the development boundary, and have been conservatively adjusted by -7 dB to account for this shielding.

Source: Bollard Acoustical Consultants, Inc. (2018)

The Table 9 data indicate that predicted car wash dryer hourly average noise levels at the nearest residential property line to the south would satisfy the City of Roseville 50 dB L_{eq} daytime noise level standard, but exceed the city's 45 dB L_{eq} nighttime criteria. Further, predicted car wash dryer (entrance and exit) noise levels would also exceed the City of Roseville daytime and nighttime noise level criteria at the adjacent residential property line to the east.

As indicated in Table 10, predicted car wash dryer noise levels at the property lines of the nearest residential uses to the east and south would satisfy the City of Roseville 70 dB L_{max} daytime noise level standard. In addition, predicted car wash dryer noise exposure is also expected to satisfy the city's 65 dB L_{max} nighttime noise level standard at the nearest residential use to the south. However, the Table 10 data indicates that car wash dryer (exit) noise levels are predicted to exceed the city's 65 dB L_{max} nighttime noise level standard at the property line of the adjacent residential use to the east.

Car Wash Dryer Noise Mitigation Measures

Car wash dryer noise exposure at the nearest residential property lines is predicted to exceed the City of Roseville daytime and nighttime noise criteria. To mitigate these identified exceedances, the effectiveness of installing car wash entrance and exit doors was considered. Specifically, equipment manufacturer BayWatch offers tunnel doors that provide approximately 14 dB of dryer noise reduction when doors are in the closed position (air tight seal) during wash cycles. The equipment manufacturer reference noise data sheet is provided in Appendix G. Assuming an offset of -14 dB from the reference noise levels shown in Tables 9 and 10 to account for the tunnel doors being in the closed position during the drying cycle of the car wash (air-tight seal), dryer noise levels were predicted at the property lines of the adjacent residential uses. The results of this analysis are summarized in Table 11.

Table 11 Predicted Car Wash Dryer Noise Levels – Mitigated The Plaza at Blue Oaks Commercial Development – Roseville, California					
Property Line	Reference Noise Level	Distance to Property Line (ft)	Offset, dB	Predicted Noise Levels (dB) ¹	
				L _{eq} ²	L _{max}
East	65 dB at 30 feet (entrance, 90° off-axis)	65	-14	38	44
East	76 dB at 40 feet (exit, 45° off-axis)	100	-14	48	54
South	74 dB at 70 feet (exit, in line)	320	-14	34	40
Notes: ¹ Predicted dryer noise levels take into consideration the noise reduction provided by closed entrance and exit doors during drying cycle (air-tight seal), and have been offset by -14 dB to account for this noise reduction. ² Hourly average L _{eq} based on 15 minutes of dryer operation during a worst-case hour. Source: Bollard Acoustical Consultants, Inc. (2018)					

Provided the project incorporates the recommended car wash entrance and exit doors, and that the doors are kept in the closed position with an air tight seal during wash cycles, car wash noise exposure at the adjacent residential property lines to the east and south would satisfy the City of Roseville daytime noise level standards. However, even after implementation of the recommended car wash doors, hourly average car wash noise levels could still exceed the city's 45 dB L_{eq} nighttime noise level standard by 3 dB at the residential property line to the east. Thus, if the recommended car wash entry and exit doors provide 14 dB of noise reduction, car wash operations should be limited to daytime hours (7 a.m. to 10 p.m.). However, should the applicant opt for nighttime car wash operations (10 p.m. to 7 a.m.), the recommended tunnel entrance and exit doors would need to provide a minimum noise level reduction of 17 dB.

Evaluation of Car Wash Vacuum Noise Levels

Based on the site plans, the project proposes two (2) vacuum units on the eastern side of the ARCO AM/PM facility building (see Figure 3). According to information obtained from the equipment distributor, the project proposes two JE Adams Super Vac (3-motor) Model #9200 series vacuum units. The manufacturer's specifications are provided as Appendix H. For the purposes of this analysis, it was assumed that the two vacuums would be in operation concurrently and continuously for the duration of an hour (worst-case hour). Because the vacuums were assumed to be in continuous operation for a full hour, hourly average (L_{eq}) and maximum (L_{max}) noise levels would be equivalent. Based upon the manufacturer's data, the proposed location of the vacuum units, and assuming the continuous use of the vacuums for a given hour, vacuum noise exposure at the nearest residential property lines was calculated and the results of those calculations are presented below in Table 12.

The predicted vacuum noise levels at the residential use to the south take into consideration the shielding provided by an existing 6-foot noise barrier along the development boundary, and have been conservatively adjusted by -7 dB to account for this shielding. In addition, because the proposed intervening ARCO AM/PM building would break line of sight of the vacuum units, predicted vacuum noise levels at the adjacent residential use the east were conservatively adjusted by -10 dB to account for this screening.

Table 12				
Predicted Vacuum Noise Levels ¹				
The Plaza at Blue Oaks Commercial Development – Roseville, California				
Property Line	Reference Noise Level ²	Distance to Property Line (feet)	Offset (dB) ³	Predicted Vacuum Noise Levels, L _{eq} / L _{max} (dB) ⁴
East	65 dBA at 40 feet	205	-10	41
South		330	-7	40
City of Roseville Daytime Noise Level Standards, L _{eq} /L _{max} (dB):				50 / 70
City of Roseville Nighttime Noise Level Standards, L _{eq} /L _{max} (dB):				45 / 65
Notes:				
1 The proposed vacuum system location is illustrated on Figure 3.				
2 The two proposed vacuums were assumed to be operating concurrently.				
3 Offsets of -10 and -7 dB were applied to account for the shielding provided by the proposed intervening ARCO AM/PM building (east) and existing 6-foot tall solid noise barrier (south), respectively.				
4 Because the vacuums were assumed to be in continuous operation for a full hour, hourly average (L _{eq}) and maximum (L _{max}) noise levels would be equivalent.				
Source: Bollard Acoustical Consultants, Inc. (2018)				

As shown in Table 12, predicted vacuum operation noise levels at the residential property lines to the south and west would satisfy the City of Roseville average and maximum daytime and nighttime noise level criteria. As a result, no further consideration of noise mitigation measures would be warranted for this aspect of the project.

Conclusions

This analysis concludes that noise generated by on-site truck circulation, loading docks, and car wash dryer operations at the proposed The Plaza at Blue Oaks Commercial Development project could potentially exceed the applicable City of Roseville noise level limits at the nearest residential uses. In order to comply with the applicable noise criteria, the following noise mitigation measures are recommended:

On-Site Truck Circulation Noise

Noise exposure from on-site truck circulation is expected to exceed the applicable City of Roseville nighttime noise criteria at the adjacent residential use to the north. In order to comply with the city's nighttime noise criteria at the nearest residential use to the north, a solid noise barrier measuring a minimum of 7-feet in height will be required at the location shown on Figure

2. Alternatively, commercial truck deliveries would need to be restricted to daytime hours (7 a.m. to 10 p.m.) if a noise barrier is not constructed as prescribed.

Loading Dock Noise

Noise exposure from loading dock activities is expected to exceed the City of Roseville daytime and nighttime noise criteria the adjacent residential use to the north. In order to comply with the city's noise criteria at the residential use to the north, a solid noise barrier will be required at the location shown on Figure 2. Specific barrier heights required to comply with the city's daytime and nighttime noise criteria are shown in Table 8. In addition, because it is expected that the residential use to the north will receive a reduced level of shielding from the required noise barrier, it is recommended that delivery activities at Loading Dock 2 be limited to daytime hours (7 a.m. to 10 p.m.). The restriction of delivery activities at Loading Dock 2 during nighttime hours (10 p.m. to 7 a.m.) will minimize the potential for an exceedance of the City of Roseville nighttime noise level standards at the residential land use to the north.

Car Wash Dryer Noise

Car wash dryer noise exposure at the residential uses to the east and south is predicted to exceed the City of Roseville daytime and nighttime noise level criteria. In order to comply with the City of Roseville daytime noise criteria, the installation of car wash entrance and exit doors would be required. As an example, car wash entrance and exit doors offered by BayWatch provide up to approximately 14 dB of dryer noise reduction (see Appendix G). In order to maximize the effectiveness of the equipment, the car wash entrance and exit doors must be kept in the closed position during wash cycles to create an air tight seal. Provided that the project implement car wash entrance and exit doors that provide a minimum of 14 dB of dryer noise level reduction, project car wash dryer noise exposure is expected to comply with the City of Roseville daytime noise criteria. However, in order to comply with the City of Roseville nighttime noise criteria, the recommended tunnel entrance and exit doors would need to provide a minimum noise level reduction of 17 dB.

Following implementation of the measures recommended above, it is BAC's professional opinion that the project will be satisfactory relative to the applicable City of Roseville noise criteria and would not result in adverse noise impacts at the adjacent residential uses. Ultimately, each use operating within the Plaza at Blue Oaks Commercial Development will be responsible for operating in compliance with the noise standards of the City of Roseville.

This concludes BAC's noise assessment for the proposed Plaza at Blue Oaks Commercial Development in Roseville, California. Please contact BAC at (916) 663-0500 or paulb@bacnoise.com with any questions regarding this assessment.

Appendix A

Acoustical Terminology

Acoustics	The science of sound.
Ambient Noise	The distinctive acoustical characteristics of a given space consisting of all noise sources audible at that location. In many cases, the term ambient is used to describe an existing or pre-project condition such as the setting in an environmental noise study.
Attenuation	The reduction of an acoustic signal.
A-Weighting	A frequency-response adjustment of a sound level meter that conditions the output signal to approximate human response.
Decibel or dB	Fundamental unit of sound, A Bell is defined as the logarithm of the ratio of the sound pressure squared over the reference pressure squared. A Decibel is one-tenth of a Bell.
CNEL	Community Noise Equivalent Level. Defined as the 24-hour average noise level with noise occurring during evening hours (7 - 10 p.m.) weighted by a factor of three and nighttime hours weighted by a factor of 10 prior to averaging.
Frequency	The measure of the rapidity of alterations of a periodic signal, expressed in cycles per second or hertz.
L_{dn}	Day/Night Average Sound Level. Similar to CNEL but with no evening weighting.
L_{eq}	Equivalent or energy-averaged sound level.
L_{max}	The highest root-mean-square (RMS) sound level measured over a given period of time.
Loudness	A subjective term for the sensation of the magnitude of sound.
Masking	The amount (or the process) by which the threshold of audibility is for one sound is raised by the presence of another (masking) sound.
Noise	Unwanted sound.
Peak Noise	The level corresponding to the highest (not RMS) sound pressure measured over a given period of time. This term is often confused with the Maximum level, which is the highest RMS level.
RT₆₀	The time it takes reverberant sound to decay by 60 dB once the source has been removed.
Sabin	The unit of sound absorption. One square foot of material absorbing 100% of incident sound has an absorption of 1 sabin.
SEL	A rating, in decibels, of a discrete event, such as an aircraft flyover or train passby, that compresses the total sound energy of the event into a 1-s time period.
Threshold of Hearing	The lowest sound that can be perceived by the human auditory system, generally considered to be 0 dB for persons with perfect hearing.
Threshold of Pain	Approximately 120 dB above the threshold of hearing.



Appendix B-1
The Plaza at Blue Oaks Commercial Development
Ambient Noise Monitoring Results - Site 1
Thursday, February 15, 2018

Hour	Leq	Lmax	L50	L90
0:00	44	56	41	34
1:00	44	63	38	29
2:00	44	59	38	30
3:00	42	58	38	32
4:00	45	59	42	34
5:00	49	62	47	40
6:00	53	69	50	46
7:00	54	65	54	50
8:00	54	67	53	49
9:00	53	63	52	49
10:00	54	66	53	49
11:00	54	68	54	51
12:00	55	62	55	51
13:00	54	71	53	50
14:00	53	70	52	49
15:00	54	62	54	50
16:00	54	68	53	49
17:00	54	71	53	50
18:00	53	73	52	47
19:00	52	61	50	46
20:00	52	68	50	45
21:00	50	61	49	44
22:00	50	71	48	42
23:00	48	67	45	38

Statistical Summary						
Daytime (7 a.m. - 10 p.m.)				Nighttime (10 p.m. - 7 a.m.)		
	High	Low	Average	High	Low	Average
Leq (Average)	55	50	54	53	42	48
Lmax (Maximum)	73	61	66	71	56	63
L50 (Median)	55	49	52	50	38	43
L90 (Background)	51	44	49	46	29	36

Computed Ldn, dB	56
% Daytime Energy	86%
% Nighttime Energy	14%

Appendix B-2
The Plaza at Blue Oaks Commercial Development
Ambient Noise Monitoring Results - Site 2
2/14/18 - 2/15/18

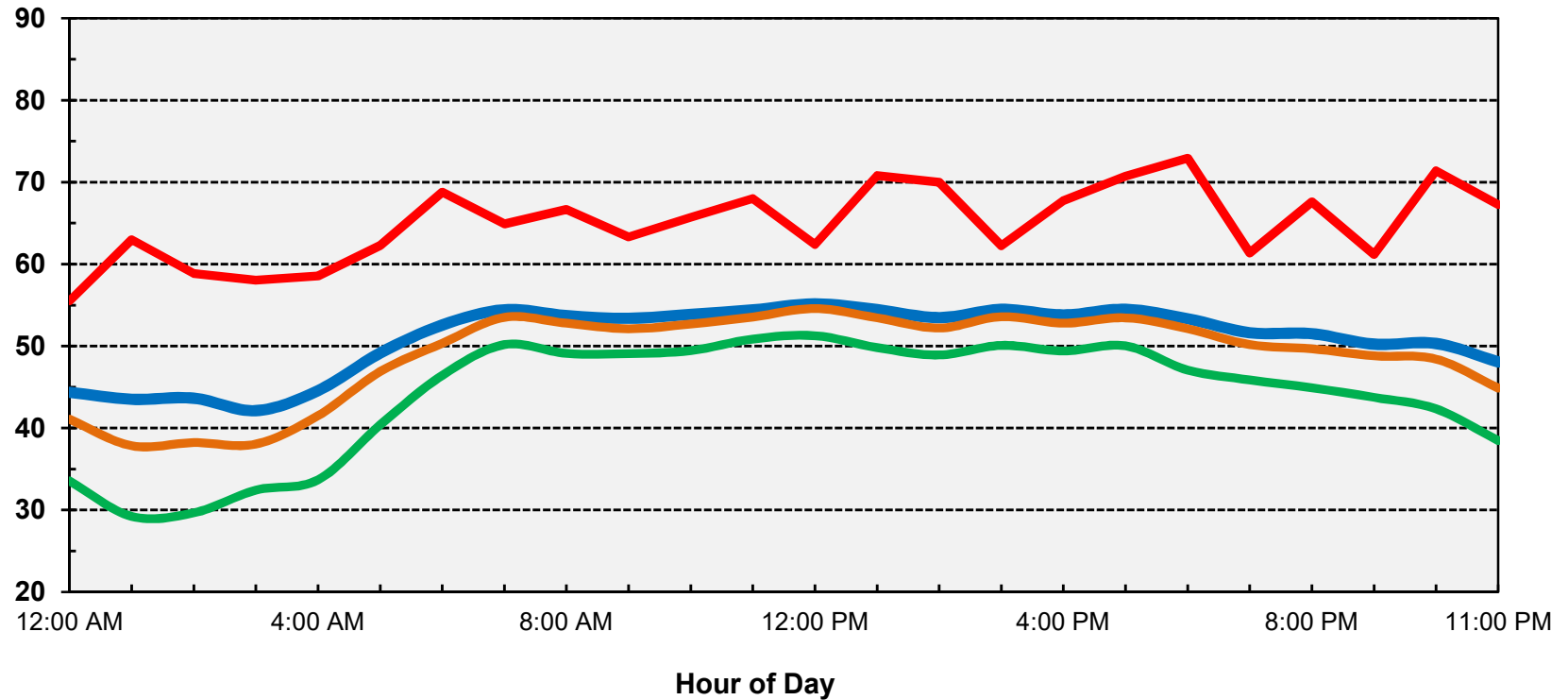
Hour	Leq	Lmax	L50	L90
12:00	53	68	50	45
13:00	51	64	49	46
14:00	52	69	50	47
15:00	54	70	53	49
16:00	54	66	52	49
17:00	54	67	53	49
18:00	53	64	52	48
19:00	51	66	49	46
20:00	50	65	49	45
21:00	50	66	49	45
22:00	50	75	47	42
23:00	48	70	45	36
0:00	46	60	43	34
1:00	47	64	40	28
2:00	46	67	39	29
3:00	45	59	39	32
4:00	47	63	43	34
5:00	52	68	49	41
6:00	56	72	54	49
7:00	57	66	56	53
8:00	57	77	56	52
9:00	56	68	55	51
10:00	56	74	55	51
11:00	56	74	55	52

Statistical Summary						
Daytime (7 a.m. - 10 p.m.)				Nighttime (10 p.m. - 7 a.m.)		
	High	Low	Average	High	Low	Average
Leq (Average)	57	50	55	56	45	49
Lmax (Maximum)	77	64	69	72	59	66
L50 (Median)	56	47	52	54	39	44
L90 (Background)	53	42	48	49	28	35

Computed Ldn, dB	57
% Daytime Energy	84%
% Nighttime Energy	16%

Appendix C-1
The Plaza at Blue Oaks Commercial Development
Ambient Noise Monitoring Results - Site 1
Thursday, February 15, 2018

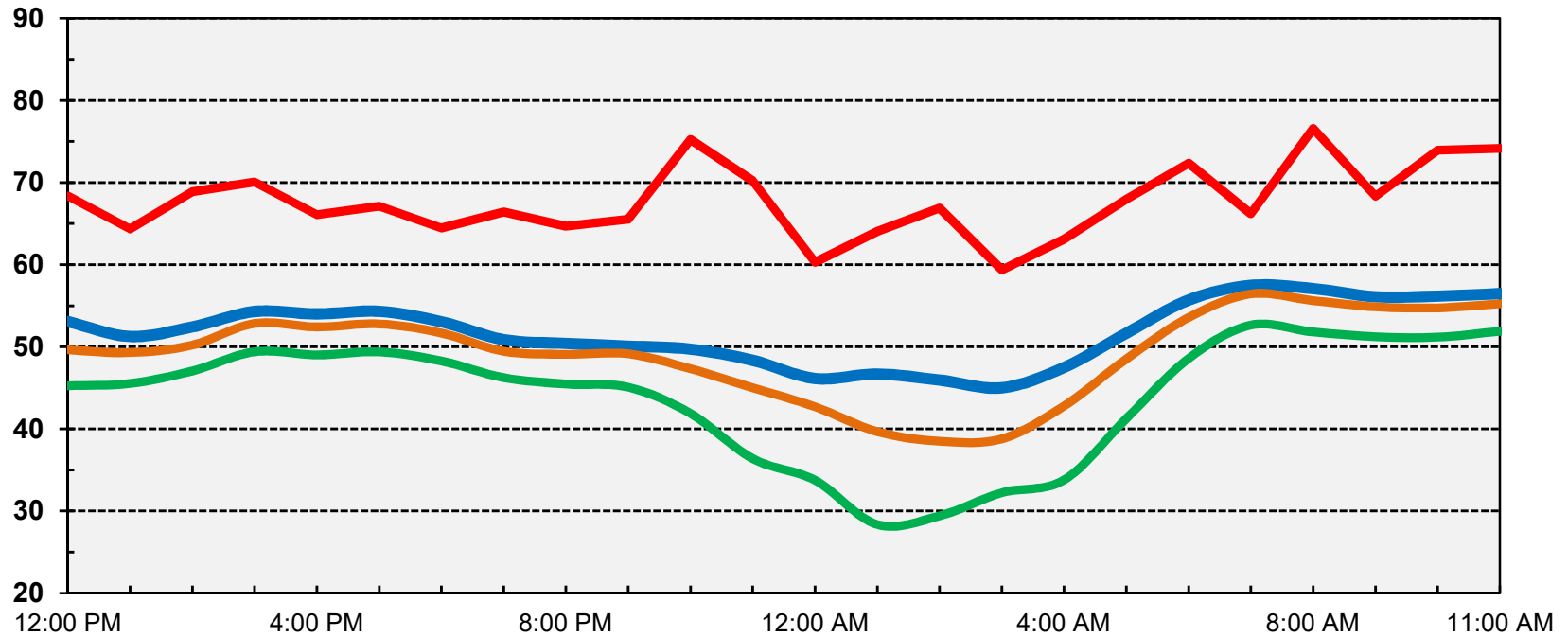
Sound Level, dBA



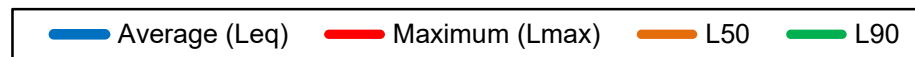
Ldn: 56 dB

Appendix C-2
The Plaza at Blue Oaks Commercial Development
Ambient Noise Monitoring Results - Site 2
2/14/18 - 2/15/18

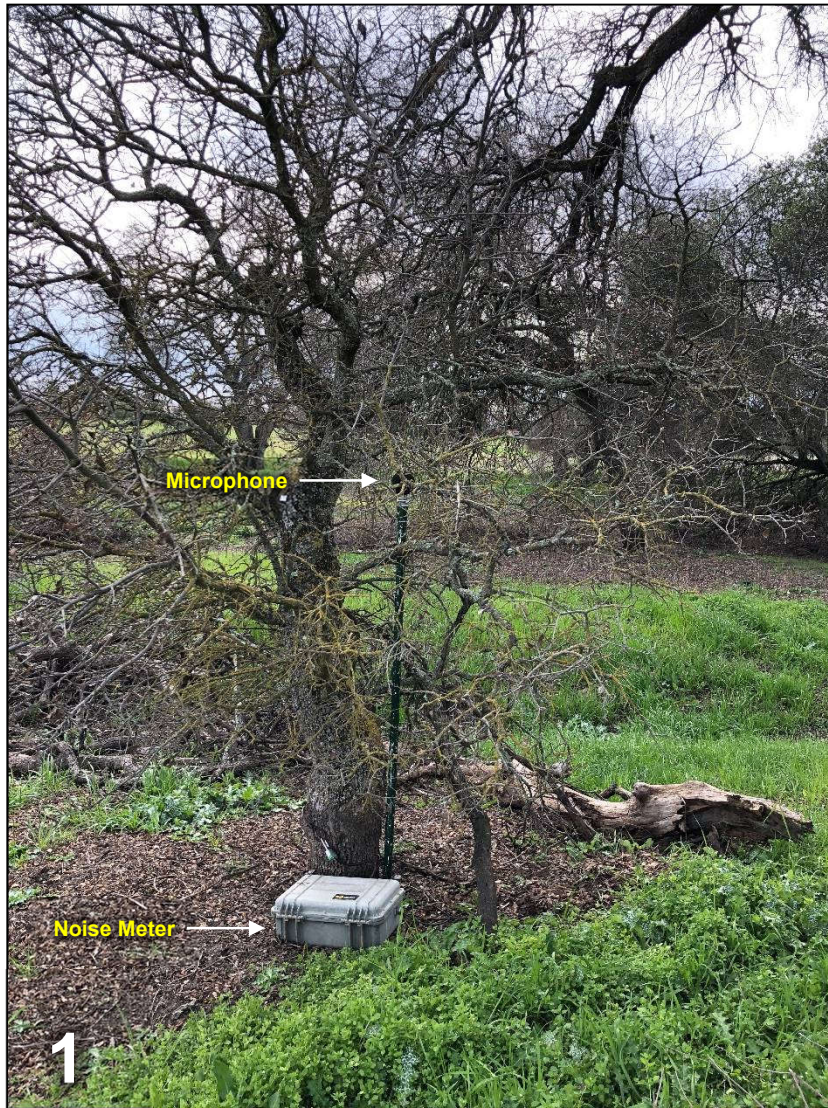
Sound Level, dBA



Hour of Day



Ldn: 57 dB



Notes:

1. Long-term noise measurement Site 1, facing southeast
2. Long-term noise measurement Site 2, facing north

The Plaza at Blue Oaks Development
Roseville, California

Noise Measurement Site Photos

Appendix D



Appendix E-1

Barrier Insertion Loss Calculation

Project Information:

Job Number: 2018-026
 Project Name: The Plaza at Blue Oaks Commercial Development
 Location(s): Property Line

Noise Level Data:

Source Description: On-Site Truck Circulation - Combined Truck
 Source Noise Level, Leq (dBA): 50
 Source Frequency (Hz): 500
 Source Height (ft): 104

Site Geometry:

Receiver Description: Property Line - North
 Source to Barrier Distance (C_1): 20
 Barrier to Receiver Distance (C_2)¹: 80
 Pad/Ground Elevation at Receiver: 96
 Receiver Elevation: 101
 Base of Barrier Elevation: 96
 Starting Barrier Height 6

Barrier Effectiveness:

Top of Barrier

Elevation (ft)	Barrier Height (ft)	Insertion Loss, dB	Noise Level, dB	Barrier Breaks Line of Site to Source?
102	6	-4.2	45.8	No
103	7	-4.9	45.1	No
104	8	-5.0	45.0	Yes
105	9	-5.7	44.3	Yes
106	10	-6.7	43.3	Yes
107	11	-7.7	42.3	Yes
108	12	-8.9	41.1	Yes
109	13	-9.8	40.2	Yes
110	14	-10.5	39.5	Yes
111	15	-11.3	38.7	Yes
112	16	-12.1	37.9	Yes

Notes: ¹ Standard receiver elevation is five feet above grade/pad elevations at the receiver location(s).

Appendix E-2

Barrier Insertion Loss Calculation

Project Information:

Job Number: 2018-026
 Project Name: The Plaza at Blue Oaks Commercial Development
 Location(s): Property Line

Noise Level Data:

Source Description: On-Site Truck Circulation - Heavy Truck
 Source Noise Level, L_{max} (dBA): 70
 Source Frequency (Hz): 500
 Source Height (ft): 104

Site Geometry:

Receiver Description: Property Line - North
 Source to Barrier Distance (C₁): 20
 Barrier to Receiver Distance (C₂)¹: 80
 Pad/Ground Elevation at Receiver: 96
 Receiver Elevation: 101
 Base of Barrier Elevation: 96
 Starting Barrier Height 6

Barrier Effectiveness:

Top of Barrier

Elevation (ft)	Barrier Height (ft)	Insertion Loss, dB	Noise Level, dB	Barrier Breaks Line of Site to Source?
102	6	-4.2	65.8	No
103	7	-4.9	65.1	No
104	8	-5.0	65.0	Yes
105	9	-5.7	64.3	Yes
106	10	-6.7	63.3	Yes
107	11	-7.7	62.3	Yes
108	12	-8.9	61.1	Yes
109	13	-9.8	60.2	Yes
110	14	-10.5	59.5	Yes
111	15	-11.3	58.7	Yes
112	16	-12.1	57.9	Yes

Notes: ¹ Standard receiver elevation is five feet above grade/pad elevations at the receiver location(s).

Appendix E-3

Barrier Insertion Loss Calculation

Project Information: Job Number: 2018-026
 Project Name: The Plaza at Blue Oaks Commercial Development
 Location(s): Property Line

Noise Level Data: Source Description: Loading Dock 1
 Source Noise Level, Leq (dBA): 53
 Source Frequency (Hz): 500
 Source Height (ft): 100

Site Geometry: Receiver Description: Property Line - North
 Source to Barrier Distance (C_1): 55
 Barrier to Receiver Distance (C_2)¹: 70
 Pad/Ground Elevation at Receiver: 96
 Receiver Elevation: 101
 Base of Barrier Elevation: 96
 Starting Barrier Height 6

Barrier Effectiveness:

Top of Barrier Elevation (ft)	Barrier Height (ft)	Insertion Loss, dB	Noise Level, dB	Barrier Breaks Line of Site to Source?
102	6	-5.3	47.7	Yes
103	7	-5.9	47.1	Yes
104	8	-6.7	46.3	Yes
105	9	-7.4	45.6	Yes
106	10	-8.2	44.8	Yes
107	11	-9.0	44.0	Yes
108	12	-9.7	43.3	Yes
109	13	-10.3	42.7	Yes
110	14	-10.9	42.1	Yes
111	15	-11.3	41.7	Yes
112	16	-12.1	40.9	Yes

Notes: ¹ Standard receiver elevation is five feet above grade/pad elevations at the receiver location(s).

Appendix E-4

Barrier Insertion Loss Calculation

Project Information: Job Number: 2018-026
 Project Name: The Plaza at Blue Oaks Commercial Development
 Location(s): Property Line

Noise Level Data: Source Description: Loading Dock 1
 Source Noise Level, Lmax (dBA): 68
 Source Frequency (Hz): 500
 Source Height (ft): 100

Site Geometry: Receiver Description: Property Line - North
 Source to Barrier Distance (C_1): 55
 Barrier to Receiver Distance (C_2)¹: 70
 Pad/Ground Elevation at Receiver: 96
 Receiver Elevation: 101
 Base of Barrier Elevation: 96
 Starting Barrier Height 6

Barrier Effectiveness:

Top of Barrier Elevation (ft)	Barrier Height (ft)	Insertion Loss, dB	Noise Level, dB	Barrier Breaks Line of Site to Source?
102	6	-5.3	62.7	Yes
103	7	-5.9	62.1	Yes
104	8	-6.7	61.3	Yes
105	9	-7.4	60.6	Yes
106	10	-8.2	59.8	Yes
107	11	-9.0	59.0	Yes
108	12	-9.7	58.3	Yes
109	13	-10.3	57.7	Yes
110	14	-10.9	57.1	Yes
111	15	-11.3	56.7	Yes
112	16	-12.1	55.9	Yes

Notes: ¹ Standard receiver elevation is five feet above grade/pad elevations at the receiver location(s).

Appendix E-5

Barrier Insertion Loss Calculation

Project Information: Job Number: 2018-026
 Project Name: The Plaza at Blue Oaks Commercial Development
 Location(s): Property Line

Noise Level Data: Source Description: Loading Dock 2
 Source Noise Level, Leq (dBA): 53
 Source Frequency (Hz): 500
 Source Height (ft): 100

Site Geometry: Receiver Description: Property Line - North
 Source to Barrier Distance (C_1): 55
 Barrier to Receiver Distance (C_2)¹: 65
 Pad/Ground Elevation at Receiver: 96
 Receiver Elevation: 101
 Base of Barrier Elevation: 96
 Starting Barrier Height 6

Barrier Effectiveness:

Top of Barrier Elevation (ft)	Barrier Height (ft)	Insertion Loss, dB	Noise Level, dB	Barrier Breaks Line of Site to Source?
102	6	-5.3	47.7	Yes
103	7	-5.9	47.1	Yes
104	8	-6.7	46.3	Yes
105	9	-7.5	45.5	Yes
106	10	-8.2	44.8	Yes
107	11	-9.1	43.9	Yes
108	12	-9.8	43.2	Yes
109	13	-10.3	42.7	Yes
110	14	-10.9	42.1	Yes
111	15	-11.5	41.5	Yes
112	16	-12.1	40.9	Yes

Notes: ¹ Standard receiver elevation is five feet above grade/pad elevations at the receiver location(s).

Appendix E-6

Barrier Insertion Loss Calculation

Project Information: Job Number: 2018-026
 Project Name: The Plaza at Blue Oaks Commercial Development
 Location(s): Property Line

Noise Level Data: Source Description: Loading Dock 2
 Source Noise Level, Lmax (dBA): 68
 Source Frequency (Hz): 500
 Source Height (ft): 100

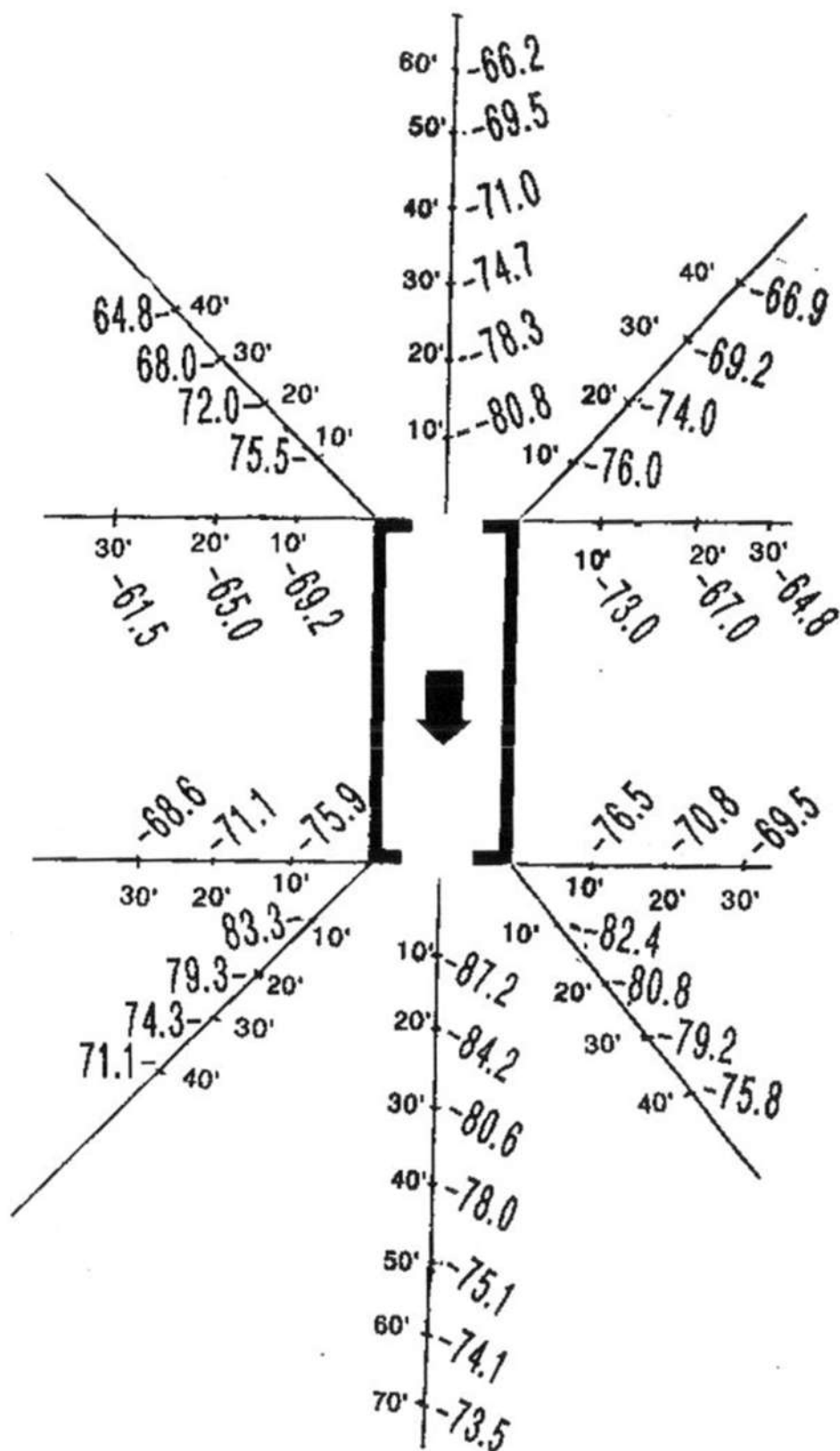
Site Geometry: Receiver Description: Property Line - North
 Source to Barrier Distance (C_1): 55
 Barrier to Receiver Distance (C_2)¹: 65
 Pad/Ground Elevation at Receiver: 96
 Receiver Elevation: 101
 Base of Barrier Elevation: 96
 Starting Barrier Height 6

Barrier Effectiveness:

Top of Barrier Elevation (ft)	Barrier Height (ft)	Insertion Loss, dB	Noise Level, dB	Barrier Breaks Line of Site to Source?
102	6	-5.3	62.7	Yes
103	7	-5.9	62.1	Yes
104	8	-6.7	61.3	Yes
105	9	-7.5	60.5	Yes
106	10	-8.2	59.8	Yes
107	11	-9.1	58.9	Yes
108	12	-9.8	58.2	Yes
109	13	-10.3	57.7	Yes
110	14	-10.9	57.1	Yes
111	15	-11.5	56.5	Yes
112	16	-12.1	55.9	Yes

Notes: ¹ Standard receiver elevation is five feet above grade/pad elevations at the receiver location(s).

Appendix F



RYKO Mfg. 3-Fan Slimline Dryer



Sound Level Measurements for BayWatch Polycarbonate

Doors With Mark VII AquaJet XT

Car Wash w/ On-Board Dryer (30hp)

Feet From Door	Entry Door Open	Entry Door Closed
10'	93 db	80 db
20'	90 db	76 db
25'	88 db	74 db
30'	85 db	71 db
50'	80 db	66 db

Appendix H-1

WE WORK HARDER TO PROVIDE YOU SOLUTIONS

SUPER VAC WITH BILL VALIDATOR & DIGITAL DISPLAY

MODEL #	VACUUM	MOTORS	VAULT READY	STAINLESS STEEL DOME	LIGHTED DOME	BILL ACCEPTOR	COIN ACCEPTOR	ETL APPROVED	OPTIONAL DECAL PKG.	WEIGHT	AMPS REQ.	VOLTAGE
9200-1	•	2	•	Small	•	•	•	•	•	139	20	120
9200-1VR	•	2	•	Small	•	•	•	•	•	139	20	120
9200-1LD	•	2	•	•	•	•	•	•	•	139	20	120
9200-1VRLD	•	2	•	•	•	•	•	•	•	139	20	120
9200-3	•	3	•	Large	•	•	•	•	•	155	30	120
9200-3VR	•	3	•	Large	•	•	•	•	•	155	30	120
9200-3LD	•	3	•	•	•	•	•	•	•	155	30	120
9200-3VRLD	•	3	•	•	•	•	•	•	•	155	30	120

FEATURES

- Double service doors offer easy access to clean out compartment and 4 filter bag system (Replacement Item #8076)
- Digital display timer with built-in coin counter, scrolls messages, prices for service and counts down remaining time (Replacement Item #8000-10)
- Visual and audible last coin alarm
- Coin box secured with pin lock (Replacement Item #8638)
- Faceplate secured with 2 Medeco cam locks (Replacement Item #8953)
- Hose: 2" x 15', swivel cuff and nozzle included (15', 25', and 50' available in 1 1/2" or 2")
- Coinco bill acceptor takes \$1.00 and \$5.00 bills (Replacement Item #8130-6)
- Imonex coin acceptor takes quarters (Replacement Item #8149)
- Lighted dome available in red, blue, yellow, dark green, light green, purple and white
- Optional coin mechs, motors, colored hoses, extra security, and clean-out containers are available

PROGRAMMER

- 8000-30 Remote control programmer for digital display, 8 oz.

DECALS

- 9200-11 Yellow decals
- 9200-12 Blue decals
- 9200-13 Violet decals
- 9200-14 Black decals (standard)

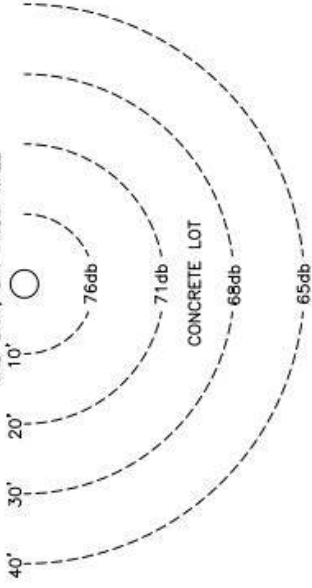


SUPER VAC 9200-1LD SHOWN WITH OPTIONAL BLUE DOME, BLUE HOSE, BLUE DECAL PACKAGE, SERVICE DOORS SECURITY COVER, AND COIN BOX SECURITY PACKAGE

Appendix H-2

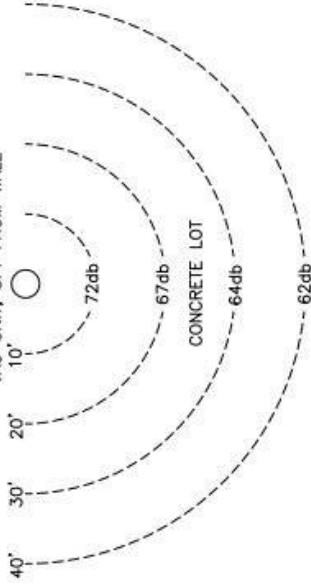
STEEL WALL, 18FT HIGH, 150FT LONG

VAC UNIT, 3FT FROM WALL



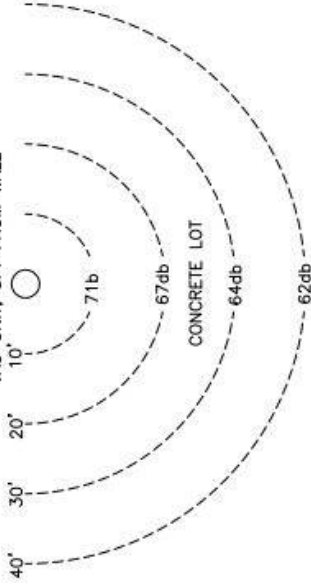
STEEL WALL, 18FT HIGH, 150FT LONG

VAC UNIT, 3FT FROM WALL



STEEL WALL, 18FT HIGH, 150FT LONG

VAC UNIT, 3FT FROM WALL



Memorandum

To: Matt Todd

From: Matt Weir, P.E., T.E., PTOE
Robert Paderna, P.E.

Re: *The Plaza at Blue Oaks*
Traffic Evaluation
Roseville, California

Date: April 6, 2018

Per your request and authorization, we have prepared this traffic evaluation for the above referenced project.

Project Understanding

Kimley-Horn understands that a 13.35-acre neighborhood shopping center is proposed for the vacant site located in the northeast corner of the Blue Oaks Boulevard intersection with Fiddymment Road in the Fiddymment Ranch Development of the City of Roseville. According to the project applicant, the project is proposed to be constructed in two phases, with Phase 2 excluded from the initial Design Review Permit application which is the trigger for this traffic analysis. The proposed project consists of a 35,000-square foot (sf) grocery anchor store, an approximately 20,000-sf major retail store, a gas station (approximately 3,050-sf convenience store with 12 fueling pumps), and seven additional buildings ranging in size from 3,250-sf to 6,045-sf. Access to the project is proposed to be from all four surrounding roadways; one right-in/right-out driveway along Blue Oaks Boulevard, one right-in/right-out driveway along Fiddymment Road, two full access driveways along Harvey Way, and two full access driveways along Oak Meadow Drive. The project site plan is provided in **Exhibit 1**.

The purpose of this analysis is to evaluate the proposed project's access points and localized circulation, including throat depths, tapers, storage, and driveway treatments that are necessary to ensure safe and efficient operations.

Study Facilities and Evaluation Parameters

The following ten intersections (see **Exhibit 2**) were identified in consultation with the City and are included in this access evaluation. **Exhibit 3** details the study intersections' geometries while **Exhibit 4** presents the Existing (2018) conditions AM and PM peak hour traffic volumes, collected on February 27 and March 6 to March 8, 2018. Raw traffic counts are provided in **Attachment A**. For each location, traffic/access control and the primary evaluation parameter(s) are described below:

1. Blue Oaks Boulevard @ Fiddymment Road
 - o Existing traffic signal
 - o Primary consideration is anticipated mix of volumes with project volumes, with a focus on the left- and u-turn movements, and vehicle delay and queuing
2. Blue Oaks Boulevard @ Site Access Driveway
 - o Proposed right-in/right-out driveway
 - o Primary considerations are the minimum required throat depth (MRTD) and the size of the right-turn deceleration lane

3. Blue Oaks Boulevard @ Oak Meadow Drive
 - o Existing side-street stop controlled (SSSC) intersection
 - o Primary consideration is anticipated mix of volumes with project volumes, with a focus on the southbound queue in relation to the South Project Access Driveway intersection
4. Blue Oaks Boulevard @ Orchard View Road
 - o Existing traffic signal
 - o Primary consideration is anticipated mix of volumes with project volumes, with a focus on the left- and u-turn movements
5. Fiddymment Road @ Project Access Driveway Intersection
 - o Proposed right-in/right-out driveway
 - o Primary considerations are the minimum required throat depth (MRTD) and the need for a right-turn deceleration lane
6. Harvey Way @ Fiddymment Road
 - o Existing SSSC intersection
 - o Primary consideration is the anticipated mix of volumes with project volumes, with a focus on the southbound left-turn movement onto Harvey Way
7. Harvey Way @ West Project Access Driveway
 - o Access initially assumed to be full access
 - o Primary considerations are the need for turn restrictions and the MRTD
8. Harvey Way @ Oak Meadow Drive
 - o Existing SSSC intersection
 - o Primary consideration is the anticipated mix of volumes with project volumes, with a focus on the need for all-way stop control (AWSC)
9. Harvey Way @ Orchard View Road
 - o Existing SSSC intersection
 - o Primary consideration is the anticipated mix of volumes with project volumes, with a focus on the need for AWSC
10. Oak Meadow Drive @ South Project Access Driveway
 - o Access initially assumed to be full access
 - o Primary considerations are the need for turn restrictions and the MRTD

This analysis did not include the eastern project driveway along Harvey Way and the northern project driveway along Oak Meadow Drive as these driveway intersections are not anticipated to affect the operations at the adjacent offsite city intersections.

The access evaluation was conducted for the weekday AM and PM peak hours under Existing (2018) plus Proposed Project conditions. Kimley-Horn applied methods defined in the *Highway Capacity Manual (HCM)*, using Synchro 9 traffic analysis software.

Assessment of Proposed Project

Trip Generation

The number of trips anticipated to be generated by the proposed project were approximated using *Trip Generation Manual, 10th Edition* published by the Institute of Transportation Engineers (ITE). **Table 1** presents the trip generation data for the proposed project.

Table 1 – Proposed Project Trip Generation

	Size (KSF/ Fueling Pumps)	Daily Trips	AM Peak Hour			PM Peak Hour		
			Total	In	Out	Total	In	Out
Supermarket (850)	35	3738	134	80	54	323	165	158
Shopping Center (820)	55.2	2082	52	32	20	210	101	109
Gas Station with Convenience Store (960)	12 (Fueling Pumps)	2766	337	169	168	276	138	138
Subtotal Trips		8,586	523	281	242	809	404	405
Supermarket Pass-by Trip Reduction : PM Peak-Hour (36%)		0	0	0	0	-116	-59	-57
Shopping Center Pass-by Trip Reduction: PM Peak-hour (34%)		0	0	0	0	-71	-34	-37
Gas Station with Convenience Store Passby Trip Reduction: AM Peak-Hour (62%), PM Peak- Hour (56%)		0	-208	-104	-104	-154	-77	-77
Net New Project Trips		8,586	315	177	138	468	234	234

Source: Trip Generation Manual, 10th Edition, ITE

As reflected in **Table 1**, the proposed project is anticipated to generate 315 new AM peak-hour and 468 new PM peak-hour trips. A pass by trip reduction of 208 and 341 trips was applied during the AM and PM peak-hours, respectively, in accordance with the procedures contained in the *Trip Generation Handbook, 3rd Edition*.

Trip Distribution

The distribution of new project trips was developed based on existing project area roadway volumes, general knowledge of project area traffic patterns, the proposed project layout, guidance from *Transportation and Land Development, 2nd Edition* published by ITE, and engineering judgment. Project trips were assigned to the study intersections and the surrounding roadway network according to these patterns. The assignment of project trips to the site driveways accounts for the turn restrictions at project driveways along Blue Oaks Boulevard and Fiddymment Road.

The trip distribution percentages are presented in **Exhibit 5**. Project only volumes are reflected in **Exhibit 6**. Existing (2018) plus Proposed Project volumes are reflected in **Exhibit 7**.

Traffic Assessment Methodology

As previously discussed, the focus of this traffic evaluation is on vehicle queuing entering the site and the Minimum Required Throat Depth (MRTD) at each project site driveway. For this evaluation, the City's guidelines¹ were referenced to determine the driveways' MRTD.

Synchro was used to evaluate the anticipated operations at the signalized study intersections at Blue Oaks Boulevard/Fiddymment Road (Intersection #1) and Blue Oaks Boulevard/Orchard View Road (Intersection #4) under Existing (2018) plus Proposed Project conditions.

¹ Section 4 Traffic Impact Studies, City of Roseville Design Standards, January 2016.

Additionally, an evaluation of the warrants for All-Way Stop Control (AWSC) was evaluated at the side-street stop controlled study intersections at Harvey Way/Oak Meadow Drive (Intersection #8) and Harvey Way/Orchard View Road (Intersection #9). This AWSC warrant evaluation was performed in accordance with the guidance contained in Section 2B.07 of the *California Manual on Uniform Traffic Control Devices (CMUTCD)*, 2014 Edition, Revision 3 (March 9, 2017).

Signalized Intersection Operations and Queuing

In an effort to confirm the adequacy of the existing configuration at the intersections of Blue Oaks Boulevard/Fiddymont Road (Intersection #1) and Blue Oaks Boulevard/Orchard View Road (Intersection #4), Synchro was used to determine the anticipated 95th percentile vehicle queues, delay, and Level of Service (LOS) under Existing (2018) plus Proposed Project conditions. **Table 2** summarizes the delay and LOS at the two signalized study intersections. Analysis worksheets are provided in **Attachment B**.

Table 2 – Intersection Level of Service for Existing (2018) plus Proposed Project Conditions

Intersection	Control	Peak Hour	Existing (2018)		Existing (2018) plus Proposed Project	
			Delay (sec)	LOS	Delay (sec)	LOS
#1 Blue Oaks Boulevard @ Fiddymont Road	Signal	AM	27.2	C	29.3	C
		PM	29.5	C	33.2	C
#4 Blue Oaks Boulevard @ Orchard View Road	Signal	AM	3.8	A	4.2	A
		PM	3.2	A	4.1	A

As shown in **Table 2**, the project intersections are shown to operate at or above acceptable LOS C during both peak-hours.

As congestion increases it is common for traffic at signals and stop signs to form lines of stopped (or queued) vehicles. Queue lengths were determined for each lane and measure the distance that vehicles will back up in each direction approaching an intersection. The 95th percentile queues were calculated for the two signalized study intersections by using 95th percentile traffic to account for fluctuations in traffic and represents a condition where 95 percent of the time during the peak period, traffic volumes and related queuing will be at, or less, than determined by the analysis. **Table 3** presents a summary of the queuing results. Analysis worksheets are provided in **Attachment B**.

Table 3 – Intersection Queuing for Existing (2018) plus Proposed Project Conditions

Intersection / Analysis Scenario	Movement	AM Peak-Hour		PM Peak-Hour	
		Available Storage (ft)	95 th % Queue (ft)	Available Storage (ft)	95 th % Queue (ft)
#1 Blue Oaks Boulevard @ Fiddymment Road	NBR				
Existing (2018)	245	245	69	245	61
Existing (2018) plus Project			74		64
	SBL				
Existing (2018)	245	245	78	245	70
Existing (2018) plus Project			93		87
	EBL				
Existing (2018)	235	235	24	235	12
Existing (2018) plus Project			29		20
	WBL				
Existing (2018)	235	235	142	235	226
Existing (2018) plus Project			182		300
#2 Blue Oaks Boulevard @ Site Access Driveway	SBR				
Existing (2018)	N/A		N/A		
Existing (2018) plus Project	140	18	140	45	
	WBR				
Existing (2018)	N/A		N/A		
Existing (2018) plus Project	360	0	360	0	
#3 Blue Oaks Boulevard @ Oak Meadow Drive	SBR				
Existing (2018)	120	120	0	120	3
Existing (2018) plus Project			8		23
	EBL				
Existing (2018)	265	265	0	265	0
Existing (2018) plus Project			5		8
	WBR				
Existing (2018)	240	240	0	240	0
Existing (2018) plus Project			0		0
#4 Blue Oaks Boulevard @ Orchard View Road	SBL				
Existing (2018)	240	240	33	240	29
Existing (2018) plus Project			43		49
#5 Fiddymment Road @ Project Access Driveway	WBR				
Existing (2018)	N/A		N/A		
Existing (2018) plus Project	130	18	130	38	

Note: Shaded results reflect locations where 95th percentile queues exceed available storage capacity

Table 3 – Intersection Queuing for Existing (2018) plus Proposed Project Conditions (Continued)

Intersection / Analysis Scenario	Movement	AM Peak-Hour		PM Peak-Hour	
		Available Storage (ft)	95 th % Queue (ft)	Available Storage (ft)	95 th % Queue (ft)
#6 Harvey Way @ Fiddymment Road	NBR				
Existing (2018)	220	220	0	220	0
Existing (2018) plus Project			0		0
	SBL				
Existing (2018)	250	250	3	250	0
Existing (2018) plus Project			13		15
	WBR				
Existing (2018)	235	235	3	235	3
Existing (2018) plus Project			3		3
	WBLT				
Existing (2018)	180	180	5	180	3
Existing (2018) plus Project			128		275
#7 Harvey Way @ West Project Access Driveway	NBLR				
Existing (2018)	N/A		N/A		
Existing (2018) plus Project	40	5	40	10	
#8 Harvey Way @ Oak Meadow Drive	NBR				
Existing (2018)	220	220	0	220	0
Existing (2018) plus Project			3		5
#9 Harvey Way @ Orchard View Road	EBR				
Existing (2018)	370	370	3	370	3
Existing (2018) plus Project			5		5
#10 Oak Meadow Drive @ South Project Access Driveway	EBR				
Existing (2018)	N/A		N/A		
Existing (2018) plus Project	25	5	25	8	
#10 Oak Meadow Drive @ South Project Access Driveway	NBL				
Existing (2018)	N/A		N/A		
Existing (2018) plus Project	120	3	120	5	
#10 Oak Meadow Drive @ South Project Access Driveway	SBR				
Existing (2018)	N/A		N/A		
Existing (2018) plus Project	200	0	200	0	

Note: Shaded results reflect locations where 95th percentile queues exceed available storage capacity

As shown in **Table 3**, two project intersections are anticipated to experience 95th percentile queues that exceed available storage at the following locations:

- Blue Oaks Boulevard and Fiddymment Road (Intersection #1)
 - o WBL movement during the PM peak-hour
- Harvey Way and Fiddymment Road (Intersection #6)
 - o WBLT movement during the PM peak-hour

Minimum Required Throat Depth (MRTD)

MRTDs were calculated for four site driveways (Intersections #2, #5, #7, and #10) under Existing (2018) plus Proposed Project conditions. **Table 4** and **Table 5** summarize the findings of the MRTD evaluation based on the City's guidelines for the AM and PM peaks, respectively. Analysis worksheets are provided in **Attachment C**.

Table 4 – MRTD at site driveways (AM Peak-Hour)

INT	TS	Approach Volume	ConflVol (Left)	ConflVol (Right)	LT Out	RT Out	RT%	Minimum Required Throat Depth (MRTD)
2	1	105		159				100
5	1	118		219				100
7	0	62	51	20	62	0	0%	25
10	0	46	77	8	10	36	78%	25

Table 5 – MRTD at site driveways (PM Peak-Hour)

INT	TS	Approach Volume	ConflVol (Left)	ConflVol (Right)	LT Out	RT Out	RT%	Minimum Required Throat Depth (MRTD)
2	1	175		266				125
5	1	195		222				150
7	0	102	38	23	102	0	0%	75
10	0	77	108	16	18	59	77%	25

The following is a summary of this evaluation:

- Intersection #2 (right-in/right-out), as currently proposed per **Exhibit 1**, has a throat depth of 140-feet, which is greater than the minimum required distance of 125-feet (PM peak-hour) that was calculated for the outbound right-turn. Based on the calculations the existing throat depth is sufficient under these conditions.
- Intersection #5 (right-in/right-out), as currently proposed per **Exhibit 1**, has a throat depth of 130-feet, which is less than the minimum required distance of 150 feet (PM peak-hour) that was calculated for the outbound right-turn. Based on the calculations the existing throat depth is insufficient under these conditions.
- Intersection #7 (full access), as currently proposed per **Exhibit 1**, has a throat depth of 35-feet, which is less than the minimum distance of 75 feet (PM peak-hour) that was calculated for the outbound right- and left-turns. Based on the calculations the existing throat depth is insufficient under these conditions.
- Intersection #10 (full access), as currently proposed per **Exhibit 1**, has a throat depth of 25-feet, which is equal to the minimum distance of 25-feet (PM peak-hour) that was calculated for the outbound right- and left-turns. Based on the calculations the existing throat depth is sufficient under these conditions.

All Way Stop Control (AWSC) Warrant Evaluation

According to Section 2B.07 of the *California Manual on Uniform Traffic Control Devices (CMUTCD)*, the total vehicle volumes entering the intersection along the main street approaches must average at least 300 vehicles over an eight-hour period to satisfy AWSC warrants. The volumes for Harvey Way at Oak Meadow Drive (Intersection # 8) and Harvey Way at Orchard View Drive (Intersection #9) are below this threshold for both the AM and PM peak-hours. Therefore, an AWSC warrant would not be satisfied at Intersections #8 and #9 under the Existing (2018) plus Proposed Project conditions.

Right- Turn Deceleration Lane

According to the City's guidelines², a right-turn deceleration lane is required when all four of the following conditions are satisfied:

- A. The driveway is located on an arterial or expressway.
- B. Right turn ingress volume is expected to exceed fifty (50) during peak hour flows on the roadway. For right turn ingress volumes between ten (10) and fifty (50) a right turn curb taper shall be constructed in conformance with the Standard Drawings.
- C. There is ample room and frontage to fit a deceleration lane as determined by the City Engineer.
- D. The travel speed of the roadway, as determined by the City Engineer, equals or exceeds 45 mph.

The requirements and conditions at the project driveways along Blue Oaks Boulevard (Intersection #2) and Fiddymment Road (Intersection #5) are summarized in **Table 6**.

Table 6 – Right Turn Deceleration Lanes

Project Driveway	Time Period	Located on Arterial or Expressway?	Right Turn Volume	Right Turn Volume over 50?	Ample Room and Frontage?	85th Percentile Travel Speed	Travel Speed ≥ 45 mph?	Deceleration Lane Appropriate?
Project Driveway #2	AM	Yes	156	Yes	Yes	51.9	Yes	Yes
	PM	Yes	233	Yes	Yes	51.9	Yes	Yes
Project Driveway #5	AM	Yes	81	Yes	Yes	52.3	Yes	Yes
	PM	Yes	121	Yes	Yes	52.3	Yes	Yes

Based on these guidelines, both driveways satisfy the need for a right turn deceleration lane. According to the Section 201 of the Highway Design Manual³ and the posted speed limit of 45 mph, the required stopping sight distance is 360 feet. Therefore, a 360-foot right-turn deceleration lane would be appropriate for both Intersection #2 (westbound) and Intersection #5 (northbound). The distance between the project driveway along Blue Oaks Boulevard (Intersection #2) and the intersection of Blue Oaks Boulevard and Oak Meadow Drive (Intersection #3) is approximately 360 feet. The right-turn deceleration lane featured in the proposed project site plan should be lengthened to accommodate this stopping sight distance. There is approximately 320 feet available between project driveway along Fiddymment Road (Intersection #5) and the intersection of Blue Oaks Boulevard and Fiddymment (Intersection #1) to the south. Given the existing bus-only striping and the site frontage design as illustrated on the project site plan, there is adequate lateral space to include a right-turn deceleration lane before the driveway. However, there is not adequate space for the entire 360 feet in length to achieve a deceleration lane that meets calculated stopping sight distance.

Conclusions

The following are the primary conclusions based on the analyses discussed herein:

- The signalized intersections at Blue Oaks Boulevard at Fiddymment Road (Intersection #1) and Blue Oak Boulevard at Orchard View (Intersection #4) both operate at LOS C or better during the Existing (2018) plus Project conditions.
- The available storage capacity at the study intersections is sufficient to accommodate the 95-percentile queue lengths under Existing (2018) plus Project conditions, with the exception of the westbound left-turn movement at Blue Oaks Boulevard and Fiddymment Road (Intersection #1) and the westbound left-thru movement at Harvey Way and Fiddymment Road (Intersection #6) during the PM peak hour.

² Section 5 Traffic Impact Studies, City of Roseville Design Standards, January 2016.

³ Section 201, Highway Design Manual, Caltrans, December 2015.

- o The 95th percentile queue for the westbound left-turn at Blue Oaks Boulevard and Fiddymment Road (Intersection #1) is anticipated to exceed the available storage by approximately 3 vehicles. These vehicles are expected to be accommodated within the existing taper and not extend into the adjacent through lane. Additionally, this calculated queue length is conservative as it represents a condition where 95 percent of the time during the peak period, queues will be at or less than the value reported in Synchro. It is recommended that the City monitor queuing at this intersection approach during the peak hours and perform signal timing adjustments as needed.
- o The 95th percentile queue for the westbound left-turn at Harvey Way and Fiddymment Road (Intersection #6) is anticipated to exceed the available storage by approximately 4 vehicles. This condition may restrict access for vehicles making a northbound left-turn out from the project driveway along Harvey Drive (Intersection #7) and potentially result in on-site queues at the project driveway which would block inbound vehicles from Harvey Drive. It is recommended that the western project driveway along Harvey Way (Intersection #7) be restricted to right-turn in/out movements with installation of a narrow-raised median along Harvey Way and the addition of appropriate signing and striping at the driveway approach. This driveway access restriction will extend the storage capacity of the westbound approach back to the easterly driveway along Harvey Way, resulting in sufficient storage capacity. Vehicles assumed to make a left-turn out of the western project driveway would be rerouted to the site driveways along Fiddymment Road (Intersection #5) and eastern project driveway along Harvey Road. The rerouted vehicles are anticipated to be adequately accommodated at these project driveways.
- The volumes at the intersections of Harvey Way at Oak Meadow Drive (Intersection # 8) and Harvey Way at Orchard View Drive (Intersection #9) do not satisfy AWSC warrants. The existing SSSC control at both intersections are appropriate under the Existing (2018) plus Project conditions.
- The site driveway along Fiddymment Road (Intersection #5) and western site driveway along Harvey Way (Intersection #7) have deficient Minimum Required Throat Depth (MRTD). At Intersection #5, the MRTD exceeds the available throat depth by one vehicle length. The MRTD should be provided by installing “KEEP CLEAR” signing and pavement marking within the driveway intersection with the upstream drive aisle to minimize the potential for driveway blockage. There is also a MRTD deficiency at the western project driveway along Harvey Way (Intersection #7). However, this deficiency will also be resolved by restricting driveway access to right-turn in/out movements. The outbound vehicles will be rerouted to the site driveways along Fiddymment Road (Intersection #5) and eastern project driveway along Harvey Road, as described above.
- Right-turn deceleration lanes are appropriate for the project driveways along Blue Oaks Boulevard (Intersection #2) and Fiddymment Road (Intersection #5). As shown on the proposed project site plan, the design accommodates a northbound right-turn deceleration lane along Fiddymment Road, however the available distance is less than the required stopping sight distance. The deceleration lane along westbound Blue Oaks Boulevard approaching Intersection #2 should be lengthened to 360 feet to adequately accommodate slowing vehicles entering the site.

Attachments:

Exhibit 1 – Project Site Plan

Exhibit 2 – Study Intersections

Exhibit 3 – Study Intersections, Traffic Control, and Lane Geometries

Exhibit 4 – Existing (2018) Peak-Hour Volumes

Exhibit 5 – Project Trip Distribution

Exhibit 6 – Project Only Volumes

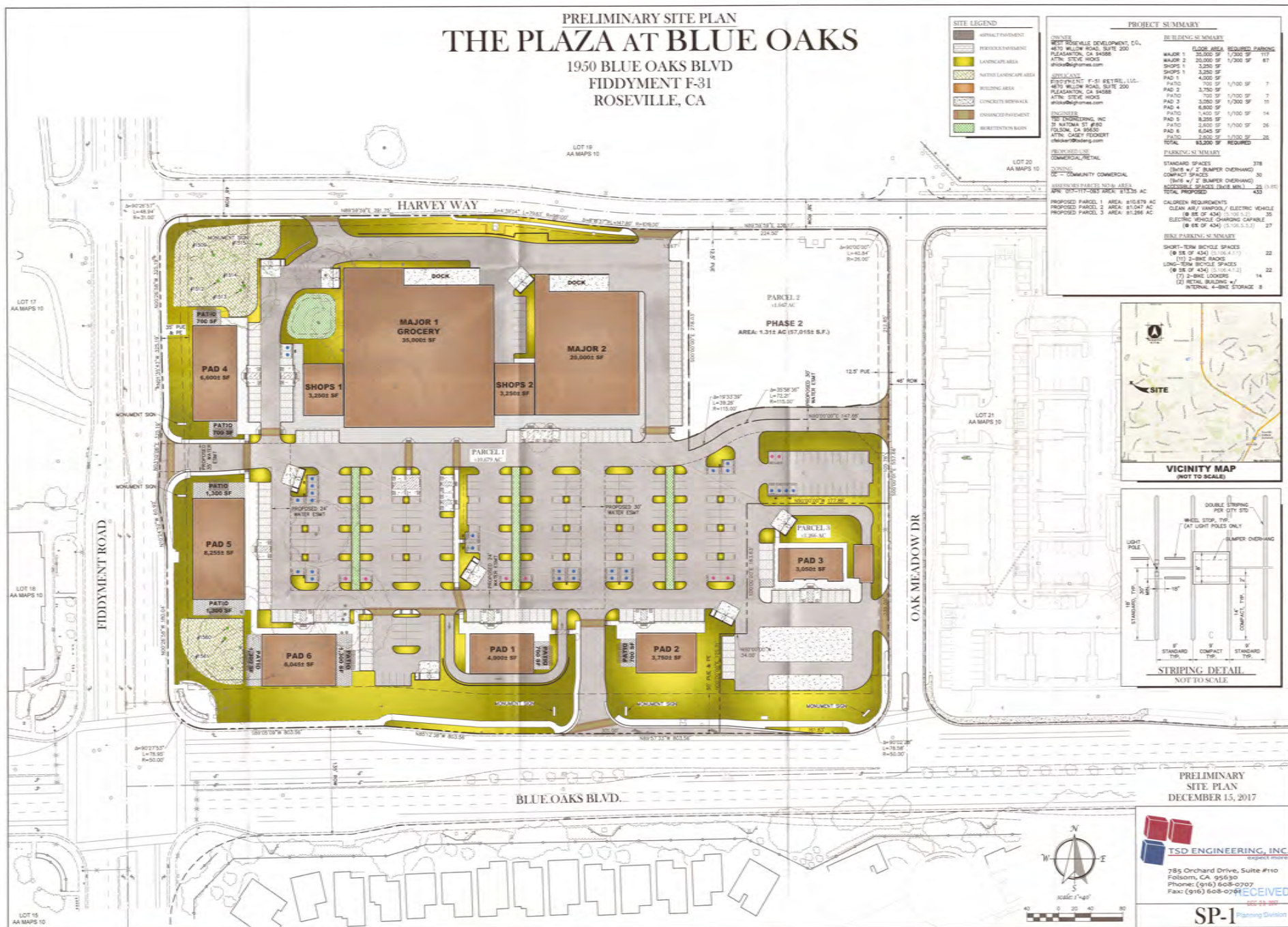
Exhibit 7 – Existing (2018) plus Proposed Project Volumes

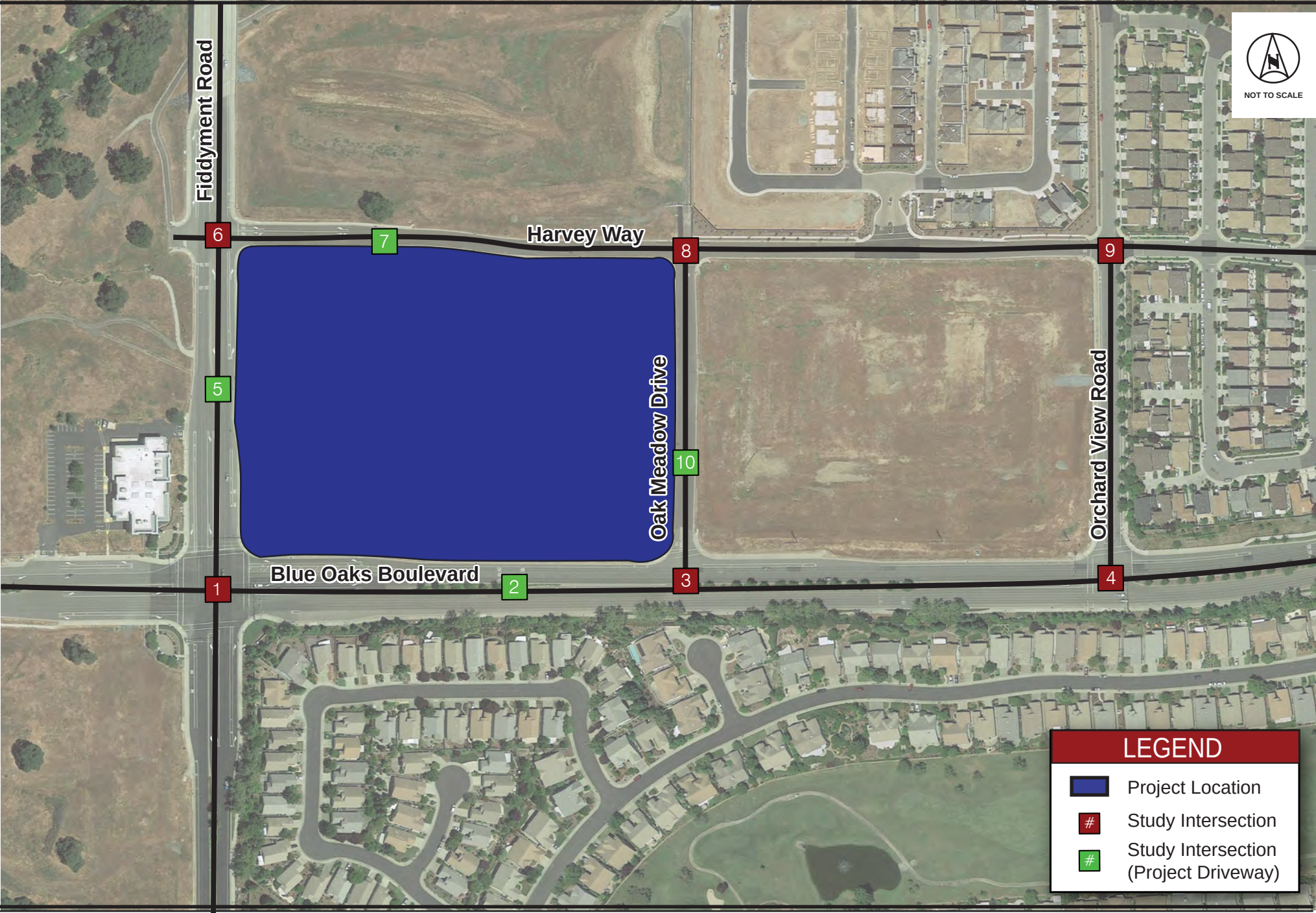
Attachment A – Traffic Count Data Sheets

Attachment B – Signalized Intersection Queuing and Operations Synchro Analysis Worksheets

Attachment C – Minimum Required Throat Depth (MRTD) Analysis Worksheet

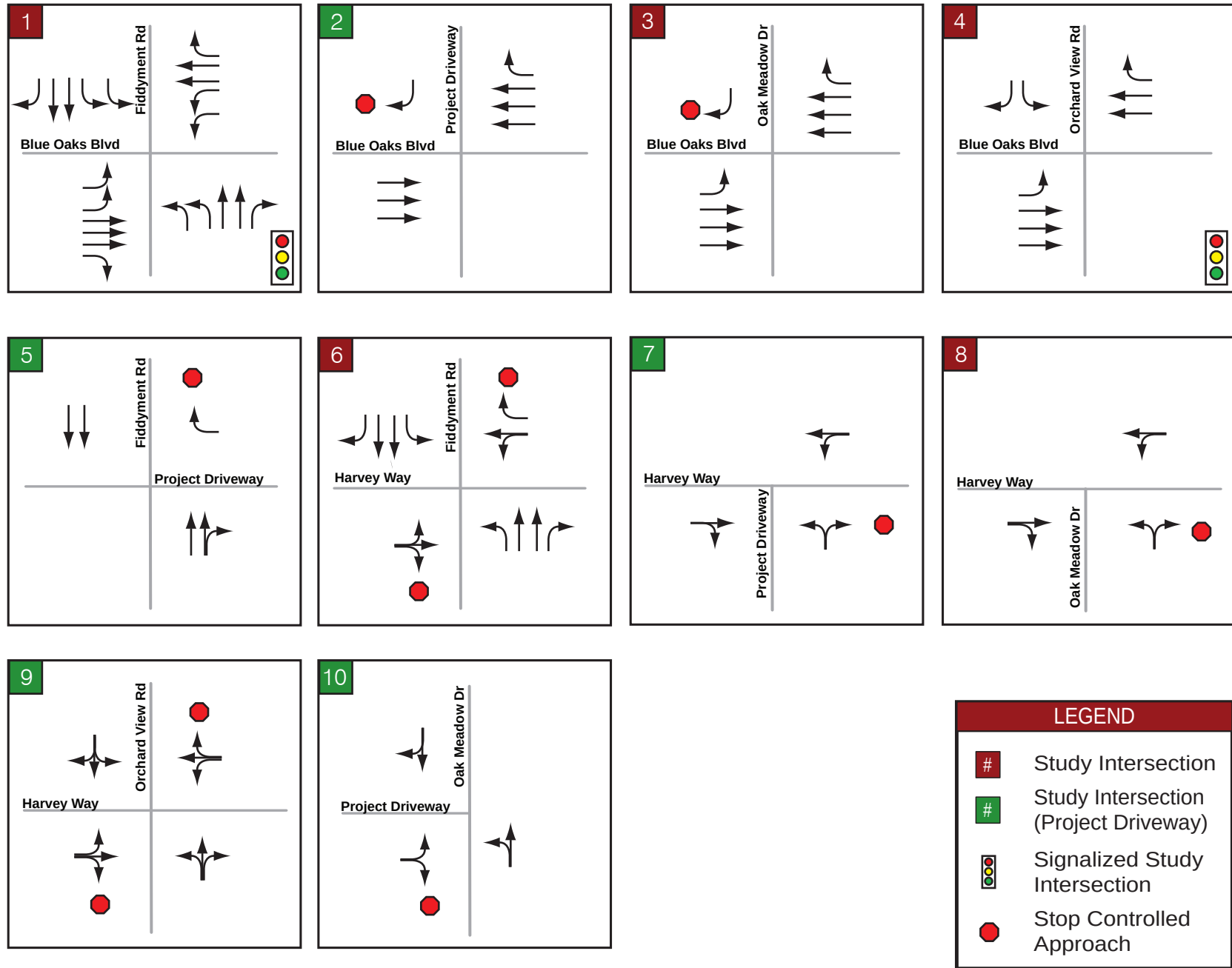
PRELIMINARY SITE PLAN
THE PLAZA AT BLUE OAKS
1950 BLUE OAKS BLVD
FIDDYMONT F-31
ROSEVILLE, CA

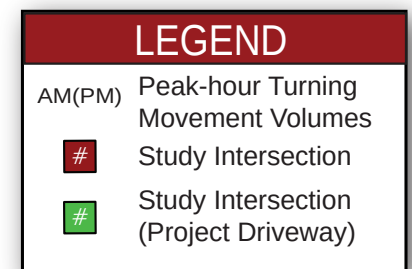
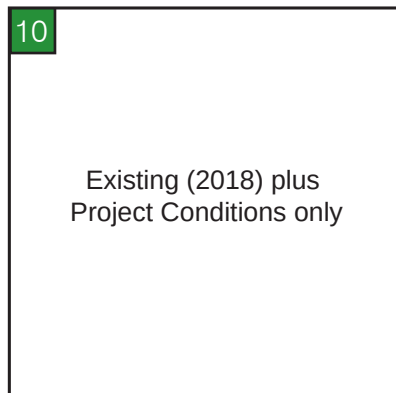
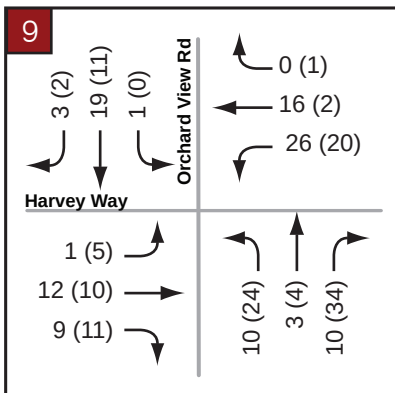
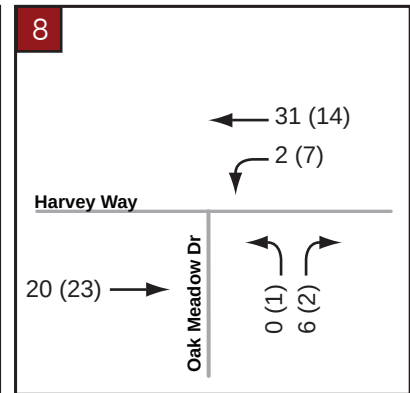
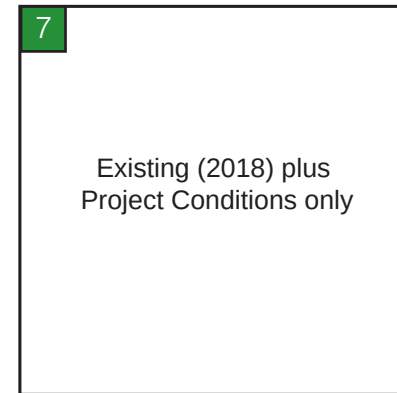
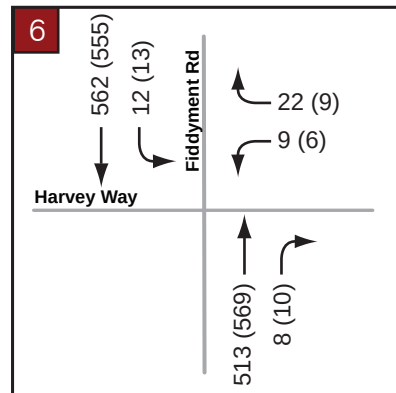
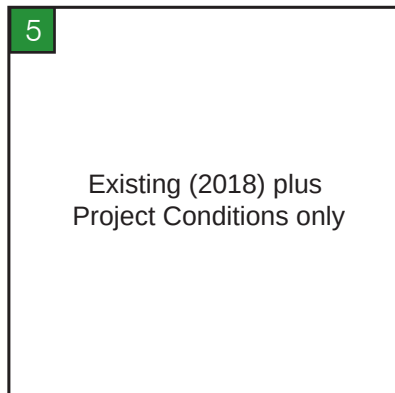
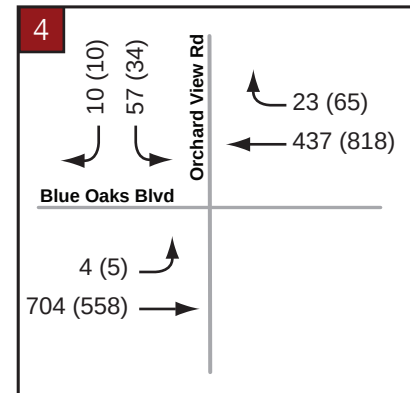
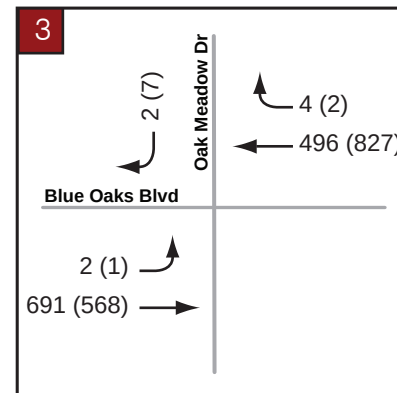
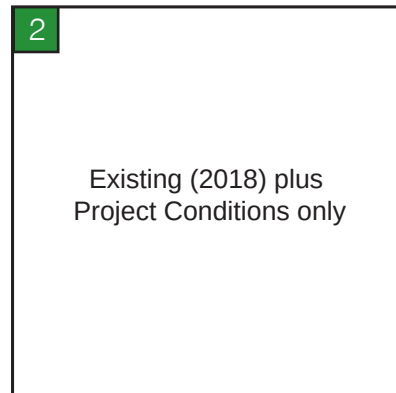
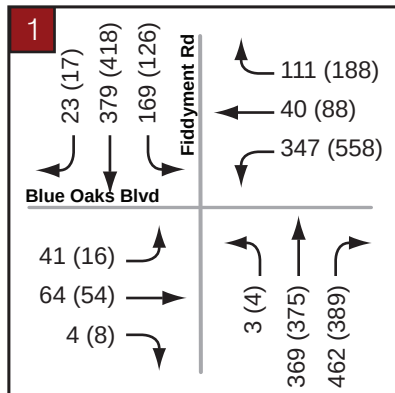




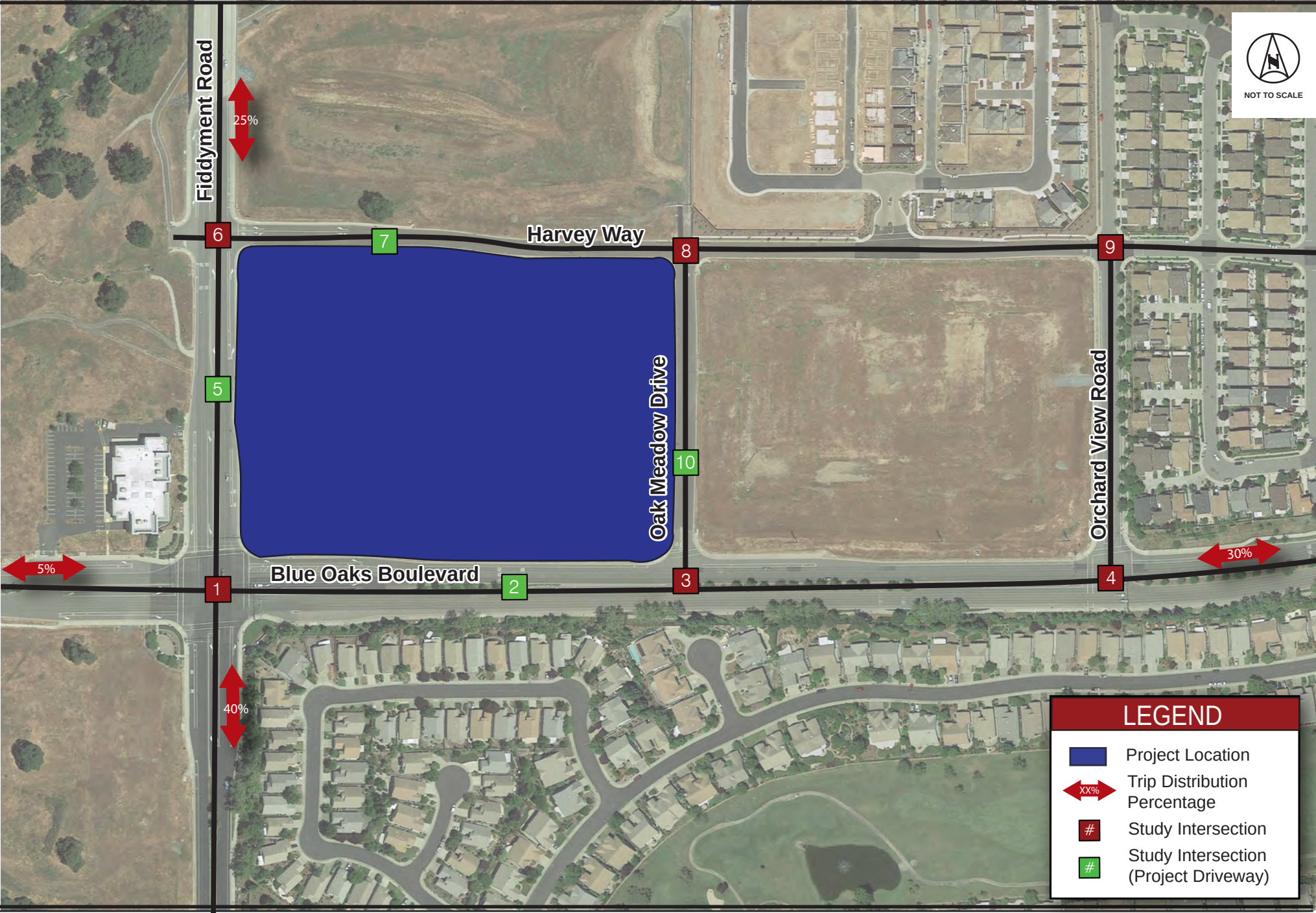
LEGEND

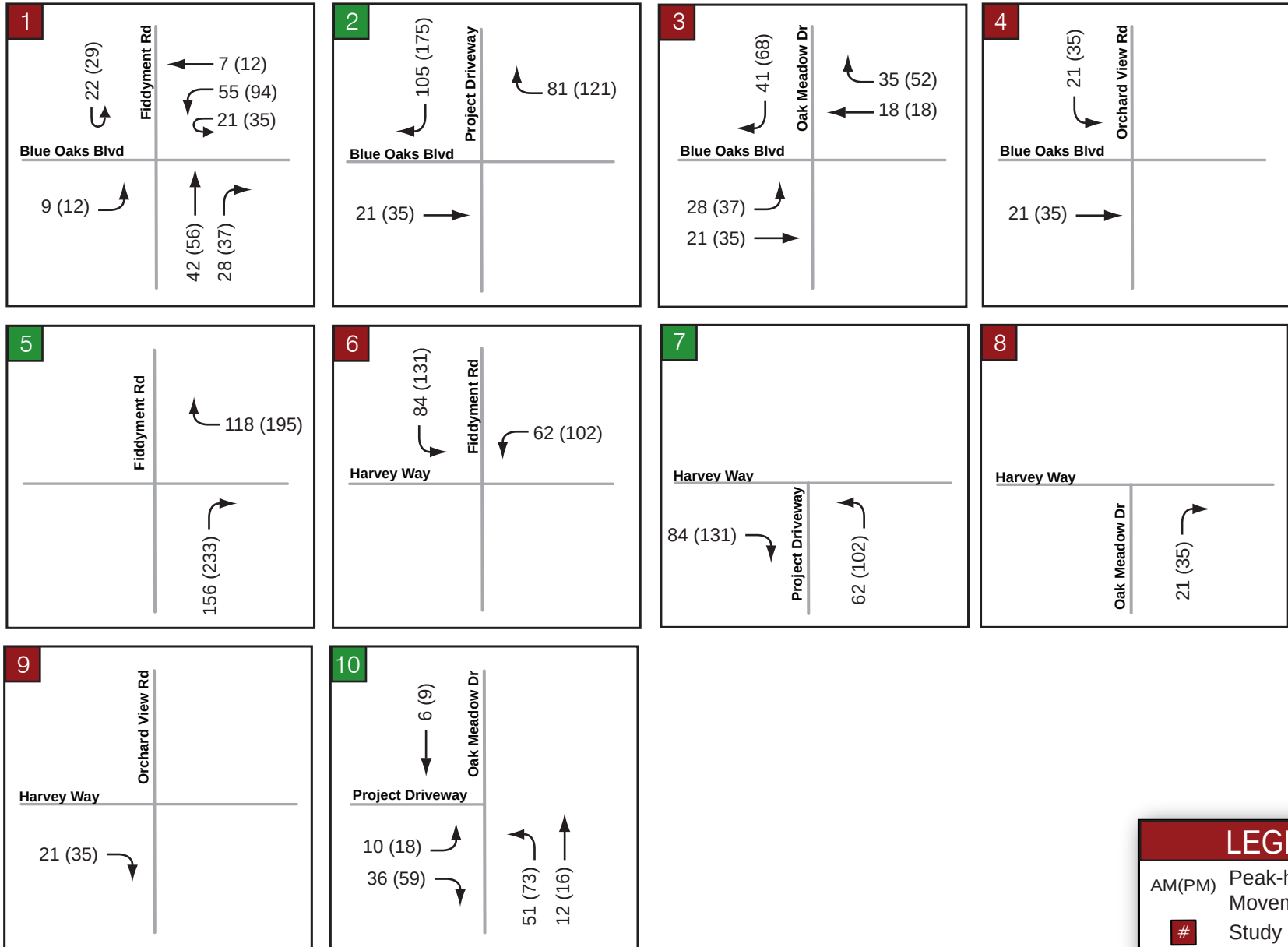
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- Study Intersection
- Study Intersection (Project Driveway)



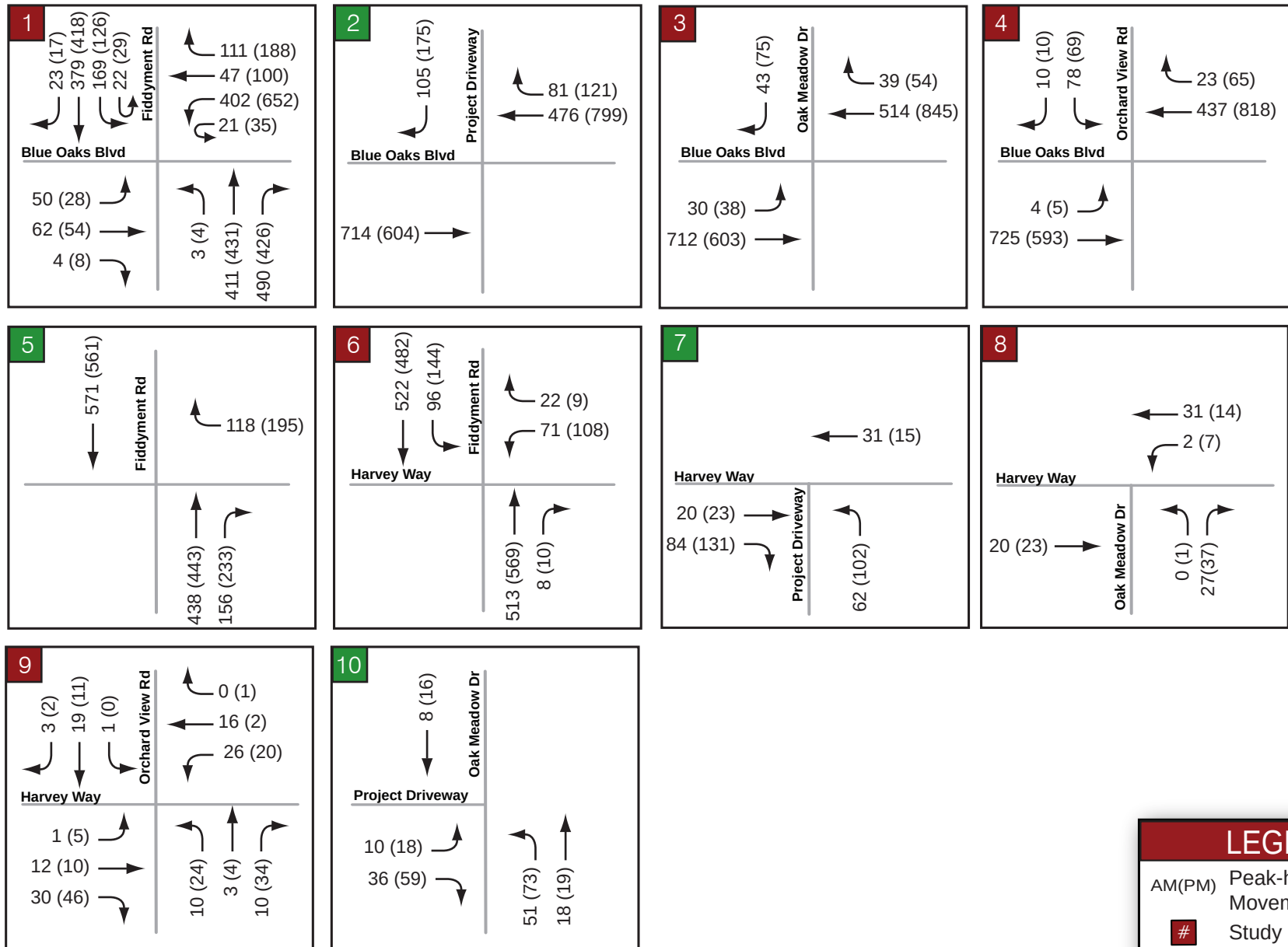


The Plaza at Blue Oaks





LEGEND	
AM(PM)	Peak-hour Turning Movement Volumes
#	Study Intersection
#	Study Intersection (Project Driveway)



LEGEND	
AM(PM)	Peak-hour Turning Movement Volumes
#	Study Intersection
#	Study Intersection (Project Driveway)

Attachment A
Traffic Count Data Sheets



Turning Movement Volume Report

Report Date: 3/15/2018 11:18:46 AM

From 3/6/2018 to 3/8/2018

Intersection: 154

Time	N				S				E				W				Int Total
	Left	Thru	Right	Total	Left	Thru	Right	Total	Left	Thru	Right	Total	Left	Thru	Right	Total	
03/06/18 00:00-00:15				0	1		0	1	0	5		5		15	0	15	21
03/06/18 00:15-00:30				0	0		0	0	0	7		7		5	1	6	13
03/06/18 00:30-00:45				0	0		1	1	0	6		6		9	0	9	16
03/06/18 00:45-01:00				0	0		0	0	0	6		6		7	1	8	14
03/06/18 01:00-01:15				0	0		0	0	0	0		0		4	0	4	4
03/06/18 01:15-01:30				0	0		0	0	0	2		2		6	1	7	9
03/06/18 01:30-01:45				0	0		0	0	0	2		2		3	0	3	5
03/06/18 01:45-02:00				0	0		0	0	0	2		2		3	0	3	5
03/06/18 02:00-02:15				0	0		0	0	0	4		4		3	0	3	7
03/06/18 02:15-02:30				0	0		0	0	0	0		0		2	0	2	2
03/06/18 02:30-02:45				0	0		0	0	0	5		5		6	0	6	11
03/06/18 02:45-03:00				0	0		0	0	0	3		3		2	0	2	5
03/06/18 03:00-03:15				0	1		0	1	0	5		5		4	0	4	10
03/06/18 03:15-03:30				0	0		0	0	0	4		4		3	0	3	7
03/06/18 03:30-03:45				0	2		0	2	1	5		6		5	0	5	13
03/06/18 03:45-04:00				0	1		0	1	0	7		7		3	2	5	13
03/06/18 04:00-04:15				0	3		0	3	0	14		14		3	0	3	20
03/06/18 04:15-04:30				0	0		1	1	0	7		7		6	0	6	14
03/06/18 04:30-04:45				0	1		0	1	0	12		12		7	1	8	21
03/06/18 04:45-05:00				0	3		0	3	0	19		19		5	1	6	28
03/06/18 05:00-05:15				0	6		0	6	0	30		30		5	1	6	42
03/06/18 05:15-05:30				0	3		1	4	0	29		29		9	0	9	42
03/06/18 05:30-05:45				0	4		0	4	0	40		40		10	0	10	54
03/06/18 05:45-06:00				0	6		0	6	0	45		45		16	0	16	67
03/06/18 06:00-06:15				0	7		0	7	0	63		63		17	0	17	87
03/06/18 06:15-06:30				0	7		0	7	0	52		52		52	3	55	114
03/06/18 06:30-06:45				0	4		1	5	0	63		63		51	2	53	121
03/06/18 06:45-07:00				0	7		5	12	0	87		87		92	6	98	197
03/06/18 07:00-07:15				0	7		2	9	0	105		105		95	5	100	214
03/06/18 07:15-07:30				0	12		4	16	0	142		142		111	3	114	272
03/06/18 07:30-07:45				0	19		3	22	1	202		203		103	3	106	331
03/06/18 07:45-08:00				0	15		3	18	0	197		197		115	4	119	334
03/06/18 08:00-08:15				0	17		1	18	0	206		206		112	8	120	344
03/06/18 08:15-08:30				0	8		4	12	3	131		134		106	7	113	259
03/06/18 08:30-08:45				0	10		5	15	0	160		160		106	4	110	285
03/06/18 08:45-09:00				0	17		3	20	0	173		173		120	5	125	318
03/06/18 09:00-09:15				0	13		0	13	1	160		161		98	4	102	276
03/06/18 09:15-09:30				0	7		1	8	1	137		138		85	5	90	236
03/06/18 09:30-09:45				0	9		1	10	0	99		99		73	2	75	184
03/06/18 09:45-10:00				0	8		0	8	0	84		84		66	2	68	160
03/06/18 10:00-10:15				0	4		2	6	0	97		97		64	3	67	170
03/06/18 10:15-10:30				0	7		0	7	1	102		103		87	6	93	203
03/06/18 10:30-10:45				0	9		7	16	2	82		84		65	5	70	170
03/06/18 10:45-11:00				0	5		0	5	1	98		99		88	3	91	195
03/06/18 11:00-11:15				0	9		1	10	0	95		95		79	6	85	190
03/06/18 11:15-11:30				0	10		2	12	0	88		88		71	2	73	173
03/06/18 11:30-11:45				0	8		0	8	1	86		87		82	13	95	190
03/06/18 11:45-12:00				0	11		2	13	0	103		103		102	5	107	223
03/06/18 12:00-12:15				0	5		2	7	0	88		88		98	3	101	196
03/06/18 12:15-12:30				0	11		1	12	1	89		90		86	6	92	194
03/06/18 12:30-12:45				0	7		2	9	0	83		83		89	11	100	192
03/06/18 12:45-13:00				0	4		4	8	0	84		84		101	8	109	201
03/06/18 13:00-13:15				0	2		2	4	1	96		97		92	5	97	198

03/06/18 13:15-13:30			0	6	0	6	1	90	91	83	8	91	188
03/06/18 13:30-13:45			0	5	2	7	0	96	96	97	9	106	209
03/06/18 13:45-14:00			0	6	1	7	0	100	100	113	5	118	225
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03/06/18 14:45-15:00			0	8	1	9	2	91	93	128	5	133	235
03/06/18 15:00-15:15			0	12	0	12	0	98	98	166	6	172	282
03/06/18 15:15-15:30			0	6	2	8	1	114	115	144	15	159	282
03/06/18 15:30-15:45			0	9	2	11	2	131	133	184	8	192	336
03/06/18 15:45-16:00			0	11	1	12	4	113	117	143	10	153	282
03/06/18 16:00-16:15			0	4	1	5	0	104	104	156	15	171	280
03/06/18 16:15-16:30			0	5	0	5	0	120	120	156	3	159	284
03/06/18 16:30-16:45			0	6	1	7	0	137	137	165	12	177	321
03/06/18 16:45-17:00			0	6	4	10	1	122	123	166	12	178	311
03/06/18 17:00-17:15			0	9	0	9	0	125	125	184	12	196	330
03/06/18 17:15-17:30			0	8	5	13	1	127	128	206	15	221	362
03/06/18 17:30-17:45			0	7	5	12	3	124	127	195	18	213	352
03/06/18 17:45-18:00			0	8	2	10	0	168	168	190	20	210	388
03/06/18 18:00-18:15			0	11	1	12	2	140	142	160	6	166	320
03/06/18 18:15-18:30			0	4	1	5	2	134	136	155	18	173	314
03/06/18 18:30-18:45			0	10	0	10	1	106	107	138	17	155	272
03/06/18 18:45-19:00			0	3	0	3	0	129	129	139	12	151	283
03/06/18 19:00-19:15			0	6	1	7	0	94	94	126	12	138	239
03/06/18 19:15-19:30			0	2	3	5	2	84	86	105	15	120	211
03/06/18 19:30-19:45			0	5	3	8	3	50	53	112	10	122	183
03/06/18 19:45-20:00			0	5	0	5	1	43	44	125	7	132	181
03/06/18 20:00-20:15			0	6	0	6	2	47	49	103	5	108	163
03/06/18 20:15-20:30			0	1	0	1	2	36	38	86	6	92	131
03/06/18 20:30-20:45			0	8	2	10	1	51	52	76	6	82	144
03/06/18 20:45-21:00			0	1	0	1	1	34	35	76	4	80	116
03/06/18 21:00-21:15			0	0	0	0	1	26	27	63	7	70	97
03/06/18 21:15-21:30			0	2	1	3	1	35	36	68	7	75	114
03/06/18 21:30-21:45			0	2	1	3	0	31	31	76	7	83	117
03/06/18 21:45-22:00			0	3	0	3	1	31	32	51	5	56	91
03/06/18 22:00-22:15			0	5	0	5	0	17	17	34	3	37	59
03/06/18 22:15-22:30			0	0	0	0	0	20	20	42	6	48	68
03/06/18 22:30-22:45			0	2	0	2	0	19	19	23	1	24	45
03/06/18 22:45-23:00			0	2	0	2	1	16	17	20	1	21	40
03/06/18 23:00-23:15			0	0	1	1	0	11	11	22	3	25	37
03/06/18 23:15-23:30			0	0	0	0	0	8	8	23	2	25	33
03/06/18 23:30-23:45			0	0	0	0	0	6	6	22	2	24	30
03/06/18 23:45-00:00			0	2	0	2	0	12	12	17	2	19	33
03/07/18 00:00-00:15			0	0	1	1	0	4	4	21	0	21	26
03/07/18 00:15-00:30			0	0	0	0	0	3	3	19	0	19	22
03/07/18 00:30-00:45			0	0	0	0	0	5	5	11	2	13	18
03/07/18 00:45-01:00			0	0	0	0	0	5	5	6	1	7	12
03/07/18 01:00-01:15			0	0	0	0	0	2	2	5	2	7	9
03/07/18 01:15-01:30			0	0	0	0	0	2	2	8	0	8	10
03/07/18 01:30-01:45			0	0	0	0	0	2	2	2	0	2	4
03/07/18 01:45-02:00			0	0	0	0	0	3	3	5	0	5	8
03/07/18 02:00-02:15			0	0	0	0	0	2	2	5	0	5	7
03/07/18 02:15-02:30			0	0	0	0	0	1	1	0	0	0	1
03/07/18 02:30-02:45			0	0	0	0	0	1	1	5	0	5	6
03/07/18 02:45-03:00			0	0	0	0	0	3	3	4	0	4	7
03/07/18 03:00-03:15			0	0	0	0	0	2	2	6	0	6	8
03/07/18 03:15-03:30			0	1	0	1	1	4	5	6	0	6	12
03/07/18 03:30-03:45			0	1	0	1	0	1	1	2	0	2	4
03/07/18 03:45-04:00			0	2	0	2	0	10	10	3	0	3	15
03/07/18 04:00-04:15			0	2	0	2	0	9	9	3	0	3	14

03/07/18 04:15-04:30			0	0	1	1	0	8	8	5	1	6	15
03/07/18 04:30-04:45			0	2	0	2	0	14	14	5	1	6	22
03/07/18 04:45-05:00			0	2	0	2	0	21	21	4	1	5	28
03/07/18 05:00-05:15			0	5	0	5	0	29	29	10	0	10	44
03/07/18 05:15-05:30			0	2	0	2	0	22	22	12	0	12	36
03/07/18 05:30-05:45			0	7	0	7	0	35	35	19	0	19	61
03/07/18 05:45-06:00			0	7	0	7	0	49	49	21	0	21	77
03/07/18 06:00-06:15			0	9	0	9	0	59	59	21	0	21	89
03/07/18 06:15-06:30			0	4	0	4	0	60	60	53	3	56	120
03/07/18 06:30-06:45			0	13	0	13	1	66	67	41	4	45	125
03/07/18 06:45-07:00			0	6	7	13	0	88	88	71	4	75	176
03/07/18 07:00-07:15			0	12	4	16	0	110	110	83	7	90	216
03/07/18 07:15-07:30			0	10	5	15	0	112	112	96	3	99	226
03/07/18 07:30-07:45			0	18	6	24	1	182	183	85	6	91	298
03/07/18 07:45-08:00			0	13	1	14	1	182	183	117	7	124	321
03/07/18 08:00-08:15			0	12	1	13	0	178	178	107	9	116	307
03/07/18 08:15-08:30			0	13	1	14	1	127	128	107	4	111	253
03/07/18 08:30-08:45			0	15	4	19	1	157	158	95	5	100	277
03/07/18 08:45-09:00			0	9	2	11	2	176	178	117	4	121	310
03/07/18 09:00-09:15			0	21	2	23	0	156	156	101	2	103	282
03/07/18 09:15-09:30			0	6	1	7	1	117	118	83	5	88	213
03/07/18 09:30-09:45			0	4	0	4	1	97	98	59	7	66	168
03/07/18 09:45-10:00			0	6	1	7	0	101	101	80	5	85	193
03/07/18 10:00-10:15			0	9	1	10	0	96	96	79	2	81	187
03/07/18 10:15-10:30			0	7	1	8	0	98	98	47	5	52	158
03/07/18 10:30-10:45			0	5	2	7	0	75	75	74	4	78	160
03/07/18 10:45-11:00			0	8	1	9	0	100	100	76	6	82	191
03/07/18 11:00-11:15			0	9	0	9	0	69	69	78	2	80	158
03/07/18 11:15-11:30			0	8	0	8	0	81	81	75	8	83	172
03/07/18 11:30-11:45			0	5	2	7	0	77	77	99	15	114	198
03/07/18 11:45-12:00			0	12	0	12	0	93	93	87	4	91	196
03/07/18 12:00-12:15			0	8	1	9	0	119	119	94	7	101	229
03/07/18 12:15-12:30			0	6	0	6	0	84	84	88	9	97	187
03/07/18 12:30-12:45			0	6	0	6	1	83	84	102	3	105	195
03/07/18 12:45-13:00			0	8	0	8	0	95	95	94	9	103	206
03/07/18 13:00-13:15			0	3	0	3	0	92	92	97	5	102	197
03/07/18 13:15-13:30			0	9	0	9	1	81	82	97	9	106	197
03/07/18 13:30-13:45			0	7	0	7	0	85	85	112	5	117	209
03/07/18 13:45-14:00			0	5	0	5	0	94	94	93	7	100	199
03/07/18 14:00-14:15			0	6	1	7	1	79	80	100	3	103	190
03/07/18 14:15-14:30			0	7	1	8	0	74	74	88	1	89	171
03/07/18 14:30-14:45			0	6	1	7	0	81	81	119	8	127	215
03/07/18 14:45-15:00			0	6	4	10	0	94	94	125	9	134	238
03/07/18 15:00-15:15			0	6	2	8	0	102	102	99	2	101	211
03/07/18 15:15-15:30			0	5	4	9	1	117	118	170	11	181	308
03/07/18 15:30-15:45			0	9	2	11	1	151	152	158	7	165	328
03/07/18 15:45-16:00			0	10	2	12	3	126	129	195	12	207	348
03/07/18 16:00-16:15			0	9	2	11	0	111	111	150	10	160	282
03/07/18 16:15-16:30			0	11	0	11	0	113	113	174	13	187	311
03/07/18 16:30-16:45			0	9	0	9	2	144	146	188	6	194	349
03/07/18 16:45-17:00			0	4	3	7	1	123	124	190	17	207	338
03/07/18 17:00-17:15			0	4	2	6	0	133	133	181	15	196	335
03/07/18 17:15-17:30			0	10	2	12	1	141	142	222	15	237	391
03/07/18 17:30-17:45			0	10	0	10	1	135	136	254	14	268	414
03/07/18 17:45-18:00			0	6	2	8	2	160	162	239	17	256	426
03/07/18 18:00-18:15			0	6	1	7	3	122	125	197	15	212	344
03/07/18 18:15-18:30			0	4	2	6	2	117	119	187	18	205	330
03/07/18 18:30-18:45			0	8	1	9	0	125	125	172	17	189	323
03/07/18 18:45-19:00			0	12	0	12	1	133	134	143	7	150	296
03/07/18 19:00-19:15			0	10	3	13	3	88	91	112	12	124	228

03/07/18 19:15-19:30			0	4	0	4	1	75	76	131	12	143	223
03/07/18 19:30-19:45			0	3	0	3	1	57	58	97	10	107	168
03/07/18 19:45-20:00			0	4	0	4	1	65	66	92	4	96	166
03/07/18 20:00-20:15			0	3	2	5	1	49	50	90	18	108	163
03/07/18 20:15-20:30			0	4	0	4	0	38	38	105	5	110	152
03/07/18 20:30-20:45			0	2	1	3	0	36	36	70	9	79	118
03/07/18 20:45-21:00			0	3	0	3	0	36	36	95	4	99	138
03/07/18 21:00-21:15			0	3	0	3	0	31	31	74	7	81	115
03/07/18 21:15-21:30			0	1	0	1	0	30	30	65	14	79	110
03/07/18 21:30-21:45			0	2	0	2	1	29	30	77	7	84	116
03/07/18 21:45-22:00			0	5	0	5	0	27	27	62	3	65	97
03/07/18 22:00-22:15			0	6	1	7	0	29	29	56	2	58	94
03/07/18 22:15-22:30			0	0	1	1	1	16	17	36	3	39	57
03/07/18 22:30-22:45			0	0	0	0	0	26	26	23	2	25	51
03/07/18 22:45-23:00			0	1	0	1	0	9	9	22	1	23	33
03/07/18 23:00-23:15			0	1	0	1	0	16	16	19	0	19	36
03/07/18 23:15-23:30			0	1	0	1	1	9	10	28	2	30	41
03/07/18 23:30-23:45			0	0	0	0	0	10	10	25	3	28	38
03/07/18 23:45-00:00			0	0	0	0	0	12	12	17	2	19	31
03/08/18 00:00-00:15			0	1	0	1	1	10	11	9	2	11	23
03/08/18 00:15-00:30			0	1	0	1	0	9	9	10	2	12	22
03/08/18 00:30-00:45			0	1	0	1	0	4	4	8	2	10	15
03/08/18 00:45-01:00			0	0	0	0	0	6	6	12	0	12	18
03/08/18 01:00-01:15			0	0	0	0	0	7	7	8	1	9	16
03/08/18 01:15-01:30			0	0	0	0	0	4	4	5	0	5	9
03/08/18 01:30-01:45			0	0	0	0	0	3	3	3	1	4	7
03/08/18 01:45-02:00			0	0	0	0	0	1	1	6	0	6	7
03/08/18 02:00-02:15			0	0	0	0	0	0	0	1	0	1	1
03/08/18 02:15-02:30			0	0	0	0	0	3	3	3	1	4	7
03/08/18 02:30-02:45			0	0	0	0	0	0	0	4	1	5	5
03/08/18 02:45-03:00			0	0	0	0	0	3	3	1	0	1	4
03/08/18 03:00-03:15			0	0	0	0	0	3	3	3	0	3	6
03/08/18 03:15-03:30			0	0	0	0	0	7	7	2	0	2	9
03/08/18 03:30-03:45			0	1	1	2	1	7	8	4	0	4	14
03/08/18 03:45-04:00			0	2	0	2	0	9	9	2	1	3	14
03/08/18 04:00-04:15			0	2	0	2	0	10	10	3	0	3	15
03/08/18 04:15-04:30			0	0	0	0	0	7	7	6	1	7	14
03/08/18 04:30-04:45			0	2	0	2	0	8	8	7	0	7	17
03/08/18 04:45-05:00			0	4	0	4	0	23	23	7	2	9	36
03/08/18 05:00-05:15			0	0	0	0	0	35	35	8	0	8	43
03/08/18 05:15-05:30			0	5	0	5	0	15	15	11	0	11	31
03/08/18 05:30-05:45			0	4	0	4	0	37	37	14	0	14	55
03/08/18 05:45-06:00			0	3	1	4	0	51	51	24	1	25	80
03/08/18 06:00-06:15			0	4	1	5	0	65	65	26	1	27	97
03/08/18 06:15-06:30			0	10	0	10	0	51	51	44	3	47	108
03/08/18 06:30-06:45			0	5	0	5	0	65	65	43	5	48	118
03/08/18 06:45-07:00			0	11	5	16	0	75	75	68	6	74	165
03/08/18 07:00-07:15			0	11	6	17	0	109	109	86	5	91	217
03/08/18 07:15-07:30			0	14	4	18	0	140	140	82	3	85	243
03/08/18 07:30-07:45			0	13	3	16	1	193	194	111	4	115	325
03/08/18 07:45-08:00			0	10	1	11	0	202	202	124	3	127	340
03/08/18 08:00-08:15			0	16	2	18	0	192	192	124	3	127	337
03/08/18 08:15-08:30			0	14	1	15	0	117	117	94	7	101	233
03/08/18 08:30-08:45			0	13	2	15	2	172	174	107	6	113	302
03/08/18 08:45-09:00			0	12	2	14	1	186	187	106	5	111	312
03/08/18 09:00-09:15			0	11	1	12	1	186	187	84	2	86	285
03/08/18 09:15-09:30			0	12	0	12	1	126	127	78	8	86	225
03/08/18 09:30-09:45			0	10	0	10	1	110	111	80	2	82	203
03/08/18 09:45-10:00			0	13	0	13	0	98	98	86	4	90	201
03/08/18 10:00-10:15			0	7	0	7	0	92	92	75	8	83	182

03/08/18 10:15-10:30				0	5		1	6	0	104		104		67	5	72	182
03/08/18 10:30-10:45				0	8		1	9	0	110		110		68	5	73	192
03/08/18 10:45-11:00				0	6		1	7	0	74		74		91	5	96	177
03/08/18 11:00-11:15				0	4		5	9	0	87		87		83	5	88	184
03/08/18 11:15-11:30				0	12		2	14	0	79		79		78	5	83	176
03/08/18 11:30-11:45				0	11		3	14	0	100		100		87	2	89	203
03/08/18 11:45-12:00				0	10		0	10	0	90		90		88	6	94	194
03/08/18 12:00-12:15				0	3		2	5	0	96		96		109	10	119	220
03/08/18 12:15-12:30				0	5		0	5	1	90		91		99	8	107	203
03/08/18 12:30-12:45				0	11		0	11	1	92		93		103	5	108	212
03/08/18 12:45-13:00				0	5		2	7	0	91		91		103	9	112	210
03/08/18 13:00-13:15				0	5		0	5	0	88		88		112	7	119	212
03/08/18 13:15-13:30				0	3		0	3	0	90		90		97	5	102	195
03/08/18 13:30-13:45				0	9		1	10	0	99		99		102	10	112	221
03/08/18 13:45-14:00				0	4		2	6	1	100		101		98	6	104	211
03/08/18 14:00-14:15				0	4		2	6	0	83		83		128	7	135	224
03/08/18 14:15-14:30				0	6		0	6	0	80		80		94	2	96	182
03/08/18 14:30-14:45				0	9		4	13	0	83		83		117	9	126	222
03/08/18 14:45-15:00				0	6		0	6	1	98		99		128	7	135	240
03/08/18 15:00-15:15				0	12		1	13	0	102		102		129	6	135	250
03/08/18 15:15-15:30				0	5		3	8	1	121		122		175	13	188	318
03/08/18 15:30-15:45				0	11		1	12	0	123		123		172	6	178	313
03/08/18 15:45-16:00				0	8		1	9	1	123		124		178	9	187	320
03/08/18 16:00-16:15				0	5		1	6	0	136		136		189	13	202	344
03/08/18 16:15-16:30				0	3		2	5	0	140		140		161	11	172	317
03/08/18 16:30-16:45				0	11		2	13	1	123		124		149	11	160	297
03/08/18 16:45-17:00				0	8		2	10	1	122		123		186	11	197	330
03/08/18 17:00-17:15				0	10		2	12	0	139		139		193	14	207	358
03/08/18 17:15-17:30				0	8		1	9	2	118		120		207	13	220	349
03/08/18 17:30-17:45				0	9		2	11	1	143		144		188	17	205	360
03/08/18 17:45-18:00				0	10		2	12	1	156		157		190	19	209	378
03/08/18 18:00-18:15				0	12		1	13	2	125		127		155	14	169	309
03/08/18 18:15-18:30				0	5		1	6	0	121		121		138	15	153	280
03/08/18 18:30-18:45				0	8		1	9	4	133		137		168	24	192	338
03/08/18 18:45-19:00				0	6		1	7	2	110		112		139	11	150	269
03/08/18 19:00-19:15				0	8		1	9	0	113		113		125	10	135	257
03/08/18 19:15-19:30				0	4		0	4	0	77		77		105	5	110	191
03/08/18 19:30-19:45				0	7		1	8	0	71		71		112	12	124	203
03/08/18 19:45-20:00				0	1		0	1	1	57		58		89	14	103	162
03/08/18 20:00-20:15				0	11		0	11	1	39		40		112	8	120	171
03/08/18 20:15-20:30				0	4		0	4	0	50		50		90	5	95	149
03/08/18 20:30-20:45				0	4		1	5	1	32		33		73	8	81	119
03/08/18 20:45-21:00				0	4		0	4	1	40		41		88	3	91	136
03/08/18 21:00-21:15				0	2		1	3	0	35		35		94	4	98	136
03/08/18 21:15-21:30				0	1		0	1	0	40		40		72	8	80	121
03/08/18 21:30-21:45				0	3		1	4	0	37		37		72	6	78	119
03/08/18 21:45-22:00				0	3		0	3	2	32		34		52	5	57	94
03/08/18 22:00-22:15				0	6		1	7	0	18		18		48	9	57	82
03/08/18 22:15-22:30				0	2		0	2	0	28		28		31	6	37	67
03/08/18 22:30-22:45				0	0		1	1	0	38		38		38	5	43	82
03/08/18 22:45-23:00				0	2		2	4	0	12		12		20	3	23	39
03/08/18 23:00-23:15				0	1		0	1	0	12		12		33	2	35	48
03/08/18 23:15-23:30				0	0		0	0	1	14		15		22	0	22	37
03/08/18 23:30-23:45				0	1		0	1	0	12		12		20	2	22	35
03/08/18 23:45-00:00				0	0		2	2	0	7		7		20	2	22	31
Summary	0	0	0	0	1559	0	289	1848	129	20509	0	20638	0	22303	1556	23859	46345

National Data & Surveying Services Intersection Turning Movement Count

Location: Oak Meadow Dr & Blue Oaks Blvd

City: Roseville

Control: 1-Way Stop(SB)

Project ID: 18-07057-001

Date: 2/27/2018

Total

NS/EW Streets:	Oak Meadow Dr				Oak Meadow Dr				Blue Oaks Blvd				Blue Oaks Blvd				
AM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				TOTAL
	0 NL	0 NT	0 NR	0 NU	0 SL	1 ST	0 SR	0 SU	1 EL	3 ET	0 ER	0 EU	0 WL	4 WT	0 WR	0 WU	
6:00 AM	0	0	0	0	0	0	0	0	1	56	0	0	0	52	0	0	109
6:15 AM	0	0	0	0	0	0	0	0	1	67	0	0	0	47	1	0	116
6:30 AM	0	0	0	0	0	0	0	0	1	89	0	0	0	68	2	0	160
6:45 AM	0	0	0	0	0	0	1	0	2	106	0	1	0	91	4	0	205
7:00 AM	0	0	0	0	0	0	1	0	0	153	0	0	0	109	0	0	263
7:15 AM	0	0	0	0	0	0	0	0	1	164	0	0	0	121	1	0	287
7:30 AM	0	0	0	0	0	0	1	0	0	186	0	0	0	132	1	0	320
7:45 AM	0	0	0	0	0	0	0	0	0	188	0	0	0	134	0	0	322
8:00 AM	0	0	0	0	0	0	0	0	2	131	0	0	0	116	1	0	250
8:15 AM	0	0	0	0	0	0	0	0	1	161	0	0	0	108	0	0	270
8:30 AM	0	0	0	0	0	0	1	0	2	192	0	0	0	110	1	0	306
8:45 AM	0	0	0	0	0	0	1	0	0	136	0	0	0	100	0	0	237
9:00 AM																	0
9:15 AM																	0
9:30 AM																	0
9:45 AM																	0
TOTAL VOLUMES :	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
APPROACH %'s :	0	0	0	0	0	0	5	0	11	1629	0	1	0	1188	11	0	2845
					0.00%	0.00%	100.00%	0.00%	0.67%	99.27%	0.00%	0.06%	0.00%	99.08%	0.92%	0.00%	
PEAK HR :	07:00 AM - 08:00 AM																TOTAL
PEAK HR VOL :	0	0	0	0	0	0	2	0	1	691	0	0	0	496	2	0	1192
PEAK HR FACTOR :	0.000	0.000	0.000	0.000	0.000	0.000	0.500	0.000	0.250	0.919	0.000	0.000	0.000	0.925	0.500	0.000	0.925
							0.500				0.920				0.929		

PM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				TOTAL
	0 NL	0 NT	0 NR	0 NU	0 SL	1 ST	0 SR	0 SU	1 EL	3 ET	0 ER	0 EU	0 WL	4 WT	0 WR	0 WU	
4:00 PM	0	0	0	0	0	0	2	0	0	146	0	0	0	135	1	0	284
4:15 PM	0	0	0	0	0	0	0	0	1	131	0	1	0	158	0	0	291
4:30 PM	0	0	0	0	0	0	1	0	1	130	0	0	0	153	1	0	286
4:45 PM	0	0	0	0	0	0	0	0	0	138	0	0	0	174	0	0	312
5:00 PM	0	0	0	0	0	0	0	0	0	120	0	0	0	189	0	0	309
5:15 PM	0	0	0	0	0	0	2	0	0	146	0	0	0	200	0	0	348
5:30 PM	0	0	0	0	0	0	5	0	1	147	0	0	0	213	2	0	368
5:45 PM	0	0	0	0	0	0	0	0	0	155	0	0	0	192	0	0	347
6:00 PM	0	0	0	0	0	0	0	0	0	97	0	0	0	160	0	0	257
6:15 PM	0	0	0	0	0	0	0	0	0	115	0	0	0	143	0	0	258
6:30 PM	0	0	0	0	0	0	1	0	0	123	0	0	0	152	0	0	276
6:45 PM	0	0	0	0	0	0	0	0	0	87	0	0	0	114	0	0	201
TOTAL VOLUMES :	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
APPROACH %'s :	0	0	0	0	0	0	11	0	3	1535	0	1	0	1983	4	0	3537
					0.00%	0.00%	100.00%	0.00%	0.19%	99.74%	0.00%	0.06%	0.00%	99.80%	0.20%	0.00%	
PEAK HR :	05:00 PM - 06:00 PM																TOTAL
PEAK HR VOL :	0	0	0	0	0	0	7	0	1	568	0	0	0	794	2	0	1372
PEAK HR FACTOR :	0.000	0.000	0.000	0.000	0.000	0.000	0.350	0.000	0.250	0.916	0.000	0.000	0.000	0.932	0.250	0.000	0.932
							0.350				0.918				0.926		



Turning Movement Volume Report

Report Date: 3/15/2018 11:14:25 AM

From 3/6/2018 to 3/8/2018

Intersection: 155

Time	N				S				E				W				Int Total
	Left	Thru	Right	Total	Left	Thru	Right	Total	Left	Thru	Right	Total	Left	Thru	Right	Total	
03/06/18 00:00-00:15	0	13	2	15	3	11	0	14	0	0	0	0	6	2	7	15	44
03/06/18 00:15-00:30	0	3	4	7	3	16	1	20	0	0	0	0	2	1	2	5	32
03/06/18 00:30-00:45	0	6	5	11	0	23	0	23	0	1	0	1	6	3	1	10	45
03/06/18 00:45-01:00	0	8	5	13	0	10	0	10	2	1	0	3	3	3	1	7	33
03/06/18 01:00-01:15	0	4	0	4	0	11	0	11	0	0	0	0	4	0	0	4	19
03/06/18 01:15-01:30	0	6	1	7	2	17	0	19	0	0	0	0	3	0	3	6	32
03/06/18 01:30-01:45	0	9	1	10	0	7	0	7	0	0	0	0	2	0	1	3	20
03/06/18 01:45-02:00	0	6	2	8	0	13	0	13	0	0	0	0	2	1	0	3	24
03/06/18 02:00-02:15	0	2	2	4	1	9	0	10	0	0	0	0	2	1	0	3	17
03/06/18 02:15-02:30	0	1	0	1	0	9	0	9	0	0	0	0	1	0	0	1	11
03/06/18 02:30-02:45	0	7	4	11	0	14	0	14	0	1	0	1	4	2	1	7	33
03/06/18 02:45-03:00	0	4	2	6	1	11	0	12	0	0	0	0	2	0	0	2	20
03/06/18 03:00-03:15	0	2	5	7	0	6	0	6	0	0	0	0	3	0	1	4	17
03/06/18 03:15-03:30	0	6	5	11	0	4	0	4	0	0	0	0	3	0	0	3	18
03/06/18 03:30-03:45	0	2	4	6	0	5	0	5	0	1	0	1	2	0	1	3	15
03/06/18 03:45-04:00	0	3	6	9	1	7	1	9	0	0	0	0	3	0	0	3	21
03/06/18 04:00-04:15	0	8	9	17	1	7	0	8	0	4	0	4	2	0	2	4	33
03/06/18 04:15-04:30	0	4	5	9	2	9	0	11	0	1	0	1	6	0	0	6	27
03/06/18 04:30-04:45	0	7	10	17	1	11	0	12	0	1	0	1	6	0	2	8	38
03/06/18 04:45-05:00	0	7	12	19	2	5	0	7	0	5	0	5	5	0	0	5	36
03/06/18 05:00-05:15	0	9	17	26	9	12	0	21	0	3	0	3	4	0	1	5	55
03/06/18 05:15-05:30	0	18	16	34	15	16	0	31	1	3	0	4	7	1	2	10	79
03/06/18 05:30-05:45	0	22	16	38	16	19	1	36	0	4	0	4	9	0	1	10	88
03/06/18 05:45-06:00	0	33	27	60	12	28	0	40	1	6	0	7	13	1	2	16	123
03/06/18 06:00-06:15	0	39	42	81	11	36	0	47	2	11	1	14	15	0	2	17	159
03/06/18 06:15-06:30	0	33	35	68	12	38	0	50	0	5	0	5	38	5	6	49	172
03/06/18 06:30-06:45	0	53	41	94	20	53	0	73	0	8	0	8	40	3	7	50	225
03/06/18 06:45-07:00	1	72	64	137	14	85	3	102	5	9	2	16	74	1	22	97	352
03/06/18 07:00-07:15	0	87	76	163	23	83	0	106	3	15	1	19	56	7	27	90	378
03/06/18 07:15-07:30	0	79	95	174	34	108	0	142	1	14	0	15	73	2	35	110	441
03/06/18 07:30-07:45	1	93	150	244	34	103	5	142	4	19	0	23	87	4	17	108	517
03/06/18 07:45-08:00	1	96	128	225	44	101	2	147	7	23	0	30	91	10	20	121	523
03/06/18 08:00-08:15	0	81	151	232	40	75	2	117	2	13	1	16	79	10	28	117	482
03/06/18 08:15-08:30	0	93	92	185	32	78	5	115	8	12	0	20	74	10	26	110	430
03/06/18 08:30-08:45	0	112	110	222	29	100	1	130	12	27	0	39	74	7	24	105	496
03/06/18 08:45-09:00	2	83	102	187	60	112	17	189	18	13	1	32	94	9	29	132	540
03/06/18 09:00-09:15	0	77	121	198	35	81	13	129	7	13	0	20	75	13	15	103	450
03/06/18 09:15-09:30	1	70	77	148	41	52	2	95	2	12	0	14	47	8	31	86	343
03/06/18 09:30-09:45	0	61	65	126	31	49	0	80	1	8	0	9	48	6	24	78	293
03/06/18 09:45-10:00	0	54	59	113	23	63	0	86	1	6	0	7	40	2	25	67	273
03/06/18 10:00-10:15	0	53	60	113	29	34	0	63	0	7	0	7	39	9	21	69	252
03/06/18 10:15-10:30	1	55	53	109	44	42	0	86	3	6	0	9	57	9	26	92	296
03/06/18 10:30-10:45	0	37	53	90	22	54	0	76	1	9	0	10	43	4	25	72	248
03/06/18 10:45-11:00	0	58	51	109	39	43	1	83	1	10	0	11	48	9	24	81	284
03/06/18 11:00-11:15	0	46	49	95	32	69	4	105	2	13	0	15	49	4	35	88	303
03/06/18 11:15-11:30	0	45	55	100	35	41	5	81	1	2	0	3	41	4	27	72	256
03/06/18 11:30-11:45	2	60	47	109	29	41	0	70	2	10	1	13	41	8	30	79	271
03/06/18 11:45-12:00	1	57	58	116	34	39	2	75	2	12	0	14	55	7	45	107	312
03/06/18 12:00-12:15	3	57	47	107	31	50	4	85	1	9	0	10	59	14	27	100	302
03/06/18 12:15-12:30	0	50	53	103	36	51	2	89	0	7	0	7	46	10	32	88	287
03/06/18 12:30-12:45	1	54	39	94	30	38	4	72	3	16	1	20	49	6	39	94	280
03/06/18 12:45-13:00	0	62	59	121	19	58	2	79	5	7	0	12	58	12	32	102	314
03/06/18 13:00-13:15	3	61	59	123	32	59	0	91	2	9	0	11	51	14	29	94	319
03/06/18 13:15-13:30	0	56	56	112	25	42	5	72	1	9	0	10	53	13	24	90	284

03/06/18 13:30-13:45	2	60	57	119	34	51	1	86	3	13	0	16	54	12	31	97	318
03/06/18 13:45-14:00	1	48	59	108	34	58	7	99	2	8	1	11	74	16	28	118	336
03/06/18 14:00-14:15	0	44	55	99	26	65	1	92	2	3	0	5	59	11	27	97	293
03/06/18 14:15-14:30	0	61	58	119	33	65	2	100	1	10	1	12	65	10	33	108	339
03/06/18 14:30-14:45	1	46	63	110	22	67	2	91	3	19	0	22	71	13	36	120	343
03/06/18 14:45-15:00	1	69	65	135	20	85	3	108	1	12	3	16	84	18	26	128	387
03/06/18 15:00-15:15	0	70	66	136	20	80	1	101	5	17	2	24	98	21	53	172	433
03/06/18 15:15-15:30	1	98	76	175	26	107	5	138	14	10	0	24	84	20	54	158	495
03/06/18 15:30-15:45	0	108	94	202	30	144	22	196	11	9	0	20	107	22	42	171	589
03/06/18 15:45-16:00	0	87	73	160	39	121	4	164	4	7	1	12	100	20	33	153	489
03/06/18 16:00-16:15	0	83	69	152	21	98	5	124	2	16	0	18	99	21	42	162	456
03/06/18 16:15-16:30	0	77	85	162	33	127	3	163	3	9	2	14	92	9	39	140	479
03/06/18 16:30-16:45	1	92	98	191	28	83	2	113	6	8	1	15	122	22	38	182	501
03/06/18 16:45-17:00	1	88	80	169	32	91	5	128	3	11	1	15	117	19	45	181	493
03/06/18 17:00-17:15	0	88	83	171	34	86	1	121	3	13	2	18	113	28	48	189	499
03/06/18 17:15-17:30	2	91	89	182	27	110	4	141	5	7	0	12	126	23	60	209	544
03/06/18 17:30-17:45	0	79	101	180	18	102	2	122	2	8	2	12	133	21	47	201	515
03/06/18 17:45-18:00	0	94	120	214	36	93	6	135	2	14	2	18	123	21	42	186	553
03/06/18 18:00-18:15	1	93	96	190	30	71	3	104	1	14	0	15	104	25	34	163	472
03/06/18 18:15-18:30	1	82	98	181	28	66	0	94	2	8	1	11	80	29	42	151	437
03/06/18 18:30-18:45	0	91	77	168	21	69	1	91	0	7	0	7	90	18	49	157	423
03/06/18 18:45-19:00	1	80	92	173	25	53	0	78	2	15	1	18	77	17	42	136	405
03/06/18 19:00-19:15	2	65	53	120	23	42	0	65	2	14	2	18	75	17	37	129	332
03/06/18 19:15-19:30	1	56	65	122	12	36	0	48	1	10	0	11	68	16	24	108	289
03/06/18 19:30-19:45	0	57	39	96	9	23	1	33	1	4	1	6	77	14	26	117	252
03/06/18 19:45-20:00	0	40	34	74	7	26	3	36	1	2	0	3	57	21	41	119	232
03/06/18 20:00-20:15	2	29	34	65	14	36	1	51	0	5	0	5	55	19	33	107	228
03/06/18 20:15-20:30	0	27	27	54	6	30	0	36	0	5	0	5	48	15	20	83	178
03/06/18 20:30-20:45	0	46	36	82	11	24	1	36	0	4	0	4	52	12	22	86	208
03/06/18 20:45-21:00	0	48	31	79	1	31	0	32	1	4	0	5	35	11	29	75	191
03/06/18 21:00-21:15	0	25	19	44	4	27	2	33	1	1	0	2	41	8	14	63	142
03/06/18 21:15-21:30	0	25	24	49	6	28	2	36	0	5	0	5	43	12	15	70	160
03/06/18 21:30-21:45	0	28	21	49	7	32	0	39	0	4	0	4	51	11	15	77	169
03/06/18 21:45-22:00	0	17	25	42	5	33	0	38	1	2	0	3	30	11	14	55	138
03/06/18 22:00-22:15	1	22	15	38	1	21	0	22	2	2	0	4	22	6	5	33	97
03/06/18 22:15-22:30	2	16	8	26	9	23	1	33	0	2	1	3	22	5	16	43	105
03/06/18 22:30-22:45	0	18	15	33	4	17	0	21	1	1	0	2	11	6	7	24	80
03/06/18 22:45-23:00	0	21	10	31	1	23	0	24	0	4	0	4	18	1	1	20	79
03/06/18 23:00-23:15	0	23	9	32	1	18	0	19	0	1	0	1	14	4	5	23	75
03/06/18 23:15-23:30	0	14	5	19	2	18	0	20	0	1	0	1	16	0	3	19	59
03/06/18 23:30-23:45	0	10	5	15	1	13	0	14	0	1	0	1	19	5	2	26	56
03/06/18 23:45-00:00	0	20	10	30	1	11	1	13	0	0	0	0	10	3	3	16	59
03/07/18 00:00-00:15	0	10	3	13	1	18	0	19	1	1	0	2	12	0	10	22	56
03/07/18 00:15-00:30	0	9	2	11	0	15	0	15	0	0	0	0	10	5	4	19	45
03/07/18 00:30-00:45	0	7	3	10	2	32	0	34	0	1	0	1	5	3	4	12	57
03/07/18 00:45-01:00	2	5	2	9	1	9	0	10	0	1	0	1	4	0	2	6	26
03/07/18 01:00-01:15	0	5	1	6	1	12	1	14	0	0	0	0	1	1	2	4	24
03/07/18 01:15-01:30	1	12	1	14	0	12	0	12	0	1	0	1	5	1	3	9	36
03/07/18 01:30-01:45	0	3	0	3	2	7	0	9	0	0	0	0	1	0	1	2	14
03/07/18 01:45-02:00	0	11	3	14	0	12	0	12	0	0	0	0	3	0	2	5	31
03/07/18 02:00-02:15	0	2	1	3	0	10	0	10	0	2	0	2	3	0	2	5	20
03/07/18 02:15-02:30	0	3	1	4	0	12	0	12	0	0	0	0	0	0	0	0	16
03/07/18 02:30-02:45	0	1	0	1	0	18	0	18	0	1	0	1	3	0	1	4	24
03/07/18 02:45-03:00	0	6	2	8	1	11	0	12	0	0	0	0	3	1	0	4	24
03/07/18 03:00-03:15	0	3	4	7	0	12	0	12	0	0	0	0	5	0	2	7	26
03/07/18 03:15-03:30	0	2	1	3	0	11	0	11	0	3	0	3	4	0	1	5	22
03/07/18 03:30-03:45	0	2	2	4	0	8	0	8	0	0	0	0	3	0	0	3	15
03/07/18 03:45-04:00	0	6	7	13	2	11	0	13	0	0	0	0	2	1	0	3	29
03/07/18 04:00-04:15	0	5	4	9	2	7	0	9	0	3	0	3	3	0	0	3	24
03/07/18 04:15-04:30	0	3	7	10	2	13	0	15	0	1	1	2	5	1	0	6	33

03/07/18 04:30-04:45	0	9	11	20	2	8	0	10	0	1	0	1	5	0	0	5	36
03/07/18 04:45-05:00	1	8	13	22	5	10	0	15	0	2	0	2	4	0	0	4	43
03/07/18 05:00-05:15	0	13	17	30	10	17	0	27	0	3	0	3	8	0	2	10	70
03/07/18 05:15-05:30	0	15	13	28	8	13	0	21	1	3	0	4	10	0	1	11	64
03/07/18 05:30-05:45	0	26	20	46	12	17	1	30	1	4	0	5	14	1	4	19	100
03/07/18 05:45-06:00	0	24	28	52	15	31	0	46	0	6	0	6	14	3	4	21	125
03/07/18 06:00-06:15	0	30	38	68	15	32	0	47	1	7	0	8	16	2	2	20	143
03/07/18 06:15-06:30	0	41	36	77	18	43	0	61	0	4	0	4	37	3	11	51	193
03/07/18 06:30-06:45	0	54	45	99	17	59	0	76	0	9	0	9	28	4	10	42	226
03/07/18 06:45-07:00	1	78	69	148	12	79	4	95	2	5	1	8	52	1	22	75	326
03/07/18 07:00-07:15	0	90	79	169	25	102	1	128	2	7	0	9	65	2	19	86	392
03/07/18 07:15-07:30	0	71	68	139	34	96	1	131	3	18	0	21	70	3	22	95	386
03/07/18 07:30-07:45	0	86	139	225	35	85	3	123	4	17	0	21	66	1	24	91	460
03/07/18 07:45-08:00	0	84	113	197	47	81	0	128	3	19	0	22	82	12	30	124	471
03/07/18 08:00-08:15	0	88	130	218	37	78	2	117	4	15	0	19	75	7	19	101	455
03/07/18 08:15-08:30	2	86	80	168	32	84	0	116	5	16	1	22	76	8	28	112	418
03/07/18 08:30-08:45	2	100	115	217	30	91	1	122	9	13	0	22	72	7	24	103	464
03/07/18 08:45-09:00	0	96	102	198	62	128	20	210	23	12	0	35	70	8	34	112	555
03/07/18 09:00-09:15	3	69	99	171	46	83	14	143	8	11	1	20	74	7	23	104	438
03/07/18 09:15-09:30	0	82	75	157	34	55	3	92	2	7	0	9	61	8	25	94	352
03/07/18 09:30-09:45	0	54	62	116	25	42	2	69	0	17	0	17	38	3	22	63	265
03/07/18 09:45-10:00	1	61	61	123	34	45	2	81	4	4	0	8	46	7	27	80	292
03/07/18 10:00-10:15	0	44	56	100	33	48	0	81	2	9	1	12	51	10	25	86	279
03/07/18 10:15-10:30	0	51	57	108	31	46	0	77	2	11	0	13	30	1	17	48	246
03/07/18 10:30-10:45	1	51	50	102	21	45	5	71	2	7	0	9	55	3	16	74	256
03/07/18 10:45-11:00	0	58	56	114	31	43	1	75	2	10	0	12	47	10	19	76	277
03/07/18 11:00-11:15	1	49	41	91	23	44	1	68	3	4	0	7	41	4	38	83	249
03/07/18 11:15-11:30	1	57	51	109	20	65	2	87	4	7	0	11	35	4	36	75	282
03/07/18 11:30-11:45	1	62	44	107	30	46	3	79	2	8	0	10	50	14	37	101	297
03/07/18 11:45-12:00	0	63	56	119	34	47	3	84	2	8	0	10	42	6	38	86	299
03/07/18 12:00-12:15	2	62	62	126	46	51	3	100	5	7	0	12	45	14	38	97	335
03/07/18 12:15-12:30	1	53	47	101	34	58	1	93	0	7	0	7	54	7	37	98	299
03/07/18 12:30-12:45	2	63	56	121	21	57	1	79	1	6	2	9	57	11	36	104	313
03/07/18 12:45-13:00	1	61	57	119	32	44	1	77	1	8	2	11	62	15	20	97	304
03/07/18 13:00-13:15	2	60	56	118	28	44	2	74	2	11	0	13	66	8	23	97	302
03/07/18 13:15-13:30	0	46	52	98	23	62	3	88	3	11	0	14	52	12	34	98	298
03/07/18 13:30-13:45	1	54	44	99	26	62	4	92	3	15	0	18	73	9	31	113	322
03/07/18 13:45-14:00	1	40	57	98	24	67	4	95	2	11	3	16	53	14	30	97	306
03/07/18 14:00-14:15	0	45	50	95	24	79	1	104	4	6	1	11	60	7	31	98	308
03/07/18 14:15-14:30	0	49	49	98	15	62	1	78	2	7	0	9	64	9	18	91	276
03/07/18 14:30-14:45	0	54	49	103	24	79	1	104	0	12	0	12	66	15	40	121	340
03/07/18 14:45-15:00	0	73	56	129	27	84	2	113	2	12	1	15	77	15	33	125	382
03/07/18 15:00-15:15	0	89	70	159	23	84	3	110	5	11	0	16	57	12	38	107	392
03/07/18 15:15-15:30	1	98	94	193	21	107	4	132	16	10	1	27	115	20	47	182	534
03/07/18 15:30-15:45	5	116	85	206	48	168	36	252	11	12	0	23	97	16	45	158	639
03/07/18 15:45-16:00	0	99	83	182	40	97	7	144	6	12	1	19	115	17	44	176	521
03/07/18 16:00-16:15	1	93	63	157	35	123	3	161	1	12	0	13	112	24	38	174	505
03/07/18 16:15-16:30	1	90	72	163	31	102	5	138	0	15	0	15	108	11	44	163	479
03/07/18 16:30-16:45	0	104	92	196	30	117	4	151	1	18	2	21	122	26	58	206	574
03/07/18 16:45-17:00	0	88	87	175	32	101	5	138	3	11	0	14	114	21	44	179	506
03/07/18 17:00-17:15	1	80	91	172	28	109	3	140	4	12	2	18	139	18	46	203	533
03/07/18 17:15-17:30	0	89	97	186	33	113	3	149	3	15	0	18	145	17	46	208	561
03/07/18 17:30-17:45	2	112	94	208	29	138	3	170	3	9	2	14	201	24	43	268	660
03/07/18 17:45-18:00	0	111	112	223	35	87	4	126	7	13	1	21	159	23	57	239	609
03/07/18 18:00-18:15	0	69	87	156	34	81	2	117	3	7	1	11	142	19	43	204	488
03/07/18 18:15-18:30	0	84	72	156	31	79	2	112	0	14	1	15	119	25	45	189	472
03/07/18 18:30-18:45	1	87	86	174	25	79	1	105	2	13	0	15	104	19	54	177	471
03/07/18 18:45-19:00	0	57	100	157	26	59	2	87	1	12	0	13	86	18	37	141	398
03/07/18 19:00-19:15	1	55	68	124	13	37	2	52	1	7	2	10	68	22	30	120	306
03/07/18 19:15-19:30	0	53	54	107	15	39	0	54	5	8	0	13	56	22	37	115	289

03/07/18 19:30-19:45	0	28	36	64	13	26	5	44	0	4	0	4	61	17	27	105	217
03/07/18 19:45-20:00	0	42	41	83	11	36	2	49	4	13	0	17	43	16	38	97	246
03/07/18 20:00-20:15	0	45	36	81	9	40	1	50	1	5	0	6	51	16	23	90	227
03/07/18 20:15-20:30	0	37	27	64	9	28	3	40	2	6	0	8	60	18	32	110	222
03/07/18 20:30-20:45	0	26	23	49	5	26	2	33	0	8	0	8	51	8	12	71	161
03/07/18 20:45-21:00	0	26	27	53	7	23	1	31	0	4	0	4	51	13	21	85	173
03/07/18 21:00-21:15	0	31	21	52	6	21	2	29	0	3	0	3	48	16	20	84	168
03/07/18 21:15-21:30	1	47	21	69	7	26	0	33	1	2	0	3	38	10	20	68	173
03/07/18 21:30-21:45	0	25	23	48	6	25	2	33	1	1	1	3	43	14	17	74	158
03/07/18 21:45-22:00	1	25	19	45	8	27	0	35	3	1	1	5	35	9	17	61	146
03/07/18 22:00-22:15	1	21	20	42	2	28	1	31	0	5	1	6	25	9	20	54	133
03/07/18 22:15-22:30	1	29	15	45	3	24	1	28	2	0	0	2	26	9	8	43	118
03/07/18 22:30-22:45	0	15	15	30	7	21	0	28	0	5	0	5	16	2	5	23	86
03/07/18 22:45-23:00	0	15	6	21	1	22	0	23	1	1	1	3	12	5	6	23	70
03/07/18 23:00-23:15	2	15	12	29	1	15	0	16	0	3	0	3	12	1	6	19	67
03/07/18 23:15-23:30	0	11	8	19	2	20	0	22	1	0	0	1	16	4	7	27	69
03/07/18 23:30-23:45	0	10	9	19	0	11	0	11	0	1	0	1	16	1	7	24	55
03/07/18 23:45-00:00	0	12	9	21	3	14	0	17	0	1	0	1	9	5	5	19	58
03/08/18 00:00-00:15	0	14	8	22	0	15	0	15	0	1	0	1	6	0	3	9	47
03/08/18 00:15-00:30	2	4	6	12	3	19	0	22	0	0	0	0	4	1	4	9	43
03/08/18 00:30-00:45	1	7	2	10	2	20	0	22	0	0	0	0	3	4	2	9	41
03/08/18 00:45-01:00	0	11	4	15	1	11	0	12	0	0	0	0	8	1	1	10	37
03/08/18 01:00-01:15	0	6	4	10	3	14	0	17	0	1	0	1	8	1	2	11	39
03/08/18 01:15-01:30	0	9	3	12	1	12	0	13	0	0	0	0	2	1	2	5	30
03/08/18 01:30-01:45	0	9	1	10	1	7	1	9	0	1	0	1	1	0	2	3	23
03/08/18 01:45-02:00	0	13	0	13	1	4	1	6	0	0	0	0	3	1	2	6	25
03/08/18 02:00-02:15	0	4	0	4	0	6	0	6	0	0	0	0	1	0	0	1	11
03/08/18 02:15-02:30	0	2	3	5	0	11	0	11	0	0	0	0	1	1	1	3	19
03/08/18 02:30-02:45	0	4	0	4	0	12	0	12	0	0	0	0	3	1	0	4	20
03/08/18 02:45-03:00	0	7	3	10	1	10	0	11	0	0	0	0	1	0	0	1	22
03/08/18 03:00-03:15	0	3	1	4	1	7	0	8	0	0	0	0	2	0	1	3	15
03/08/18 03:15-03:30	0	1	6	7	1	8	0	9	0	0	0	0	2	0	0	2	18
03/08/18 03:30-03:45	0	7	6	13	2	10	0	12	0	1	0	1	1	1	2	4	30
03/08/18 03:45-04:00	0	5	7	12	1	12	0	13	0	0	0	0	2	0	0	2	27
03/08/18 04:00-04:15	0	3	6	9	1	8	0	9	0	3	0	3	1	0	1	2	23
03/08/18 04:15-04:30	0	8	4	12	2	5	0	7	0	2	0	2	5	0	0	5	26
03/08/18 04:30-04:45	0	8	4	12	1	12	0	13	0	2	0	2	8	0	0	8	35
03/08/18 04:45-05:00	0	7	17	24	3	10	0	13	0	4	0	4	6	1	0	7	48
03/08/18 05:00-05:15	0	13	25	38	8	15	0	23	0	1	0	1	6	0	1	7	69
03/08/18 05:15-05:30	0	12	8	20	6	16	0	22	1	0	0	1	11	1	0	12	55
03/08/18 05:30-05:45	0	19	19	38	12	18	0	30	0	5	1	6	13	0	1	14	88
03/08/18 05:45-06:00	0	33	35	68	15	29	1	45	0	5	0	5	17	3	5	25	143
03/08/18 06:00-06:15	0	28	42	70	14	39	0	53	2	9	0	11	22	2	4	28	162
03/08/18 06:15-06:30	0	43	31	74	13	41	0	54	0	6	0	6	29	3	9	41	175
03/08/18 06:30-06:45	0	43	37	80	15	55	1	71	0	12	1	13	25	4	12	41	205
03/08/18 06:45-07:00	2	65	56	123	21	88	1	110	2	4	1	7	50	5	18	73	313
03/08/18 07:00-07:15	1	77	70	148	29	98	0	127	2	6	0	8	76	3	12	91	374
03/08/18 07:15-07:30	0	95	92	187	39	97	1	137	0	14	1	15	61	1	22	84	423
03/08/18 07:30-07:45	0	77	148	225	39	101	5	145	5	14	0	19	92	6	19	117	506
03/08/18 07:45-08:00	1	100	124	225	42	88	2	132	7	36	0	43	87	6	27	120	520
03/08/18 08:00-08:15	0	82	145	227	38	88	2	128	2	7	0	9	95	8	22	125	489
03/08/18 08:15-08:30	0	87	80	167	26	88	1	115	4	12	1	17	67	7	22	96	395
03/08/18 08:30-08:45	0	106	123	229	35	94	1	130	11	23	1	35	84	11	21	116	510
03/08/18 08:45-09:00	1	91	109	201	64	117	17	198	21	12	0	33	79	8	23	110	542
03/08/18 09:00-09:15	1	85	106	192	64	89	16	169	5	13	0	18	61	7	16	84	463
03/08/18 09:15-09:30	0	64	79	143	34	32	3	69	4	18	0	22	49	6	20	75	309
03/08/18 09:30-09:45	2	53	61	116	37	47	2	86	6	11	0	17	50	9	19	78	297
03/08/18 09:45-10:00	0	52	62	114	28	47	0	75	6	6	2	14	56	8	30	94	297
03/08/18 10:00-10:15	1	49	60	110	25	34	1	60	3	8	1	12	50	5	19	74	256
03/08/18 10:15-10:30	1	51	69	121	27	38	3	68	3	9	1	13	41	10	14	65	267

03/08/18 10:30-10:45	1	58	62	121	37	48	1	86	2	8	2	12	38	10	23	71	290
03/08/18 10:45-11:00	2	43	53	98	19	40	2	61	2	7	0	9	37	11	39	87	255
03/08/18 11:00-11:15	1	45	43	89	30	42	1	73	2	9	0	11	53	8	26	87	260
03/08/18 11:15-11:30	0	52	42	94	29	53	0	82	1	11	0	12	52	9	31	92	280
03/08/18 11:30-11:45	1	62	64	127	31	37	1	69	2	7	0	9	44	7	24	75	280
03/08/18 11:45-12:00	3	55	48	106	34	42	2	78	3	10	0	13	65	6	30	101	298
03/08/18 12:00-12:15	0	48	47	95	39	61	3	103	1	12	0	13	50	13	48	111	322
03/08/18 12:15-12:30	0	55	55	110	28	38	2	68	0	8	0	8	48	10	33	91	277
03/08/18 12:30-12:45	1	52	47	100	31	42	0	73	3	14	0	17	58	10	43	111	301
03/08/18 12:45-13:00	0	61	63	124	25	39	1	65	1	9	0	10	59	14	29	102	301
03/08/18 13:00-13:15	3	59	54	116	23	48	2	73	1	8	0	9	52	15	47	114	312
03/08/18 13:15-13:30	1	39	52	92	33	50	2	85	2	5	0	7	56	15	31	102	286
03/08/18 13:30-13:45	0	66	66	132	27	54	3	84	3	7	1	11	54	6	45	105	332
03/08/18 13:45-14:00	2	62	56	120	30	71	1	102	0	13	1	14	57	2	40	99	335
03/08/18 14:00-14:15	0	61	48	109	31	73	3	107	3	3	0	6	79	8	40	127	349
03/08/18 14:15-14:30	1	43	52	96	22	64	4	90	1	9	0	10	64	13	19	96	292
03/08/18 14:30-14:45	2	64	50	116	28	92	4	124	5	9	1	15	70	12	38	120	375
03/08/18 14:45-15:00	0	68	58	126	27	76	3	106	1	10	1	12	85	7	39	131	375
03/08/18 15:00-15:15	0	71	62	133	31	82	6	119	3	9	3	15	75	19	36	130	397
03/08/18 15:15-15:30	1	92	84	177	29	111	6	146	16	11	1	28	110	18	46	174	525
03/08/18 15:30-15:45	0	112	76	188	39	131	26	196	13	10	1	24	107	27	34	168	576
03/08/18 15:45-16:00	2	91	81	174	31	99	5	135	8	11	0	19	97	24	56	177	505
03/08/18 16:00-16:15	0	105	92	197	32	104	4	140	2	18	1	21	116	30	52	198	556
03/08/18 16:15-16:30	4	79	80	163	45	108	5	158	0	10	0	10	101	24	38	163	494
03/08/18 16:30-16:45	0	90	77	167	31	108	1	140	11	13	2	26	102	18	37	157	490
03/08/18 16:45-17:00	2	105	98	205	26	92	8	126	3	9	3	15	118	21	47	186	532
03/08/18 17:00-17:15	1	97	84	182	35	115	6	156	3	14	5	22	139	22	40	201	561
03/08/18 17:15-17:30	1	87	80	168	26	79	7	112	4	15	1	20	116	24	50	190	490
03/08/18 17:30-17:45	0	90	91	181	35	118	3	156	4	20	0	24	151	19	38	208	569
03/08/18 17:45-18:00	1	103	108	212	34	98	3	135	4	15	1	20	125	18	43	186	553
03/08/18 18:00-18:15	2	64	78	144	32	76	5	113	1	14	2	17	104	30	35	169	443
03/08/18 18:15-18:30	0	80	81	161	33	56	2	91	1	18	1	20	73	13	47	133	405
03/08/18 18:30-18:45	2	83	97	182	22	63	3	88	0	10	0	10	108	27	47	182	462
03/08/18 18:45-19:00	1	61	85	147	22	44	2	68	2	14	3	19	87	21	35	143	377
03/08/18 19:00-19:15	1	58	70	129	24	46	1	71	0	15	2	17	67	17	43	127	344
03/08/18 19:15-19:30	1	55	47	103	15	34	0	49	0	10	0	10	59	15	32	106	268
03/08/18 19:30-19:45	0	38	50	88	15	35	1	51	0	7	1	8	58	19	33	110	257
03/08/18 19:45-20:00	0	42	34	76	22	29	0	51	0	3	0	3	36	20	36	92	222
03/08/18 20:00-20:15	1	43	31	75	6	43	1	50	1	6	1	8	70	15	25	110	243
03/08/18 20:15-20:30	0	38	35	73	8	37	0	45	5	4	2	11	49	20	21	90	219
03/08/18 20:30-20:45	1	48	28	77	4	32	2	38	1	3	1	5	41	16	22	79	199
03/08/18 20:45-21:00	1	23	30	54	6	29	1	36	1	2	0	3	47	12	25	84	177
03/08/18 21:00-21:15	0	23	27	50	7	20	3	30	0	4	1	5	44	15	33	92	177
03/08/18 21:15-21:30	0	30	22	52	13	29	2	44	3	4	1	8	40	14	19	73	177
03/08/18 21:30-21:45	1	26	23	50	7	23	0	30	1	6	1	8	50	10	15	75	163
03/08/18 21:45-22:00	0	27	26	53	7	21	0	28	0	2	0	2	26	9	18	53	136
03/08/18 22:00-22:15	0	24	11	35	3	31	0	34	0	4	1	5	29	6	13	48	122
03/08/18 22:15-22:30	0	15	18	33	11	16	1	28	0	3	0	3	18	4	9	31	95
03/08/18 22:30-22:45	0	25	29	54	4	22	0	26	2	1	0	3	23	5	9	37	120
03/08/18 22:45-23:00	0	20	8	28	2	17	1	20	0	1	1	2	13	3	7	23	73
03/08/18 23:00-23:15	0	15	4	19	4	20	0	24	0	3	0	3	20	1	13	34	80
03/08/18 23:15-23:30	0	11	12	23	3	25	0	28	0	0	0	0	13	4	6	23	74
03/08/18 23:30-23:45	1	13	10	24	1	18	0	19	0	1	0	1	13	0	6	19	63
03/08/18 23:45-00:00	0	21	5	26	2	12	0	14	0	0	0	0	12	3	5	20	60
Summary	139	13404	13424	26967	5323	13922	576	19821	600	2035	115	2750	14104	2528	6131	22763	72301

Location: Fiddymment Rd & Harvey Way
City: Roseville
Control: 1-Way Stop(WB)

Total

NS/EW Streets:		Fiddymt Rd				Fiddymt Rd				Harvey Way				Harvey Way				
AM		NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				TOTAL
	1 NL	2 NT	1 NR	0 NU	1 SL	2 ST	1 SR	0 SU	0 EL	0 ET	0 ER	0 EU	0.5 WL	0.5 WT	1 WR	0 WU		
	6:00 AM	0	47	1	0	0	58	0	0	0	0	0	0	0	1	0	107	
	6:15 AM	0	62	0	0	1	66	0	0	0	0	0	2	0	0	0	131	
	6:30 AM	0	80	1	0	2	100	0	0	0	0	0	5	0	0	0	188	
	6:45 AM	0	131	3	0	2	103	0	0	0	0	0	0	0	1	0	240	
	7:00 AM	0	104	7	0	0	143	0	0	0	0	0	2	0	0	0	256	
	7:15 AM	0	99	1	0	0	136	0	1	0	0	0	2	0	2	0	241	
	7:30 AM	0	124	2	0	1	138	0	0	0	0	0	4	0	2	0	271	
	7:45 AM	0	109	2	0	1	110	0	0	0	0	0	1	0	4	0	227	
	8:00 AM	0	100	2	0	1	123	0	2	0	0	0	3	0	1	0	232	
	8:15 AM	0	122	1	0	1	105	0	0	0	0	0	2	0	5	0	236	
	8:30 AM	0	132	2	0	7	203	0	0	0	0	0	2	0	12	0	358	
	8:45 AM	0	90	2	0	3	120	0	0	0	0	0	2	0	2	0	219	
	9:00 AM																0	
	9:15 AM																0	
	9:30 AM																0	
	9:45 AM																0	
TOTAL VOLUMES :		NL 0	NT 1200	NR 24	NU 0	SL 19	ST 1405	SR 0	SU 3	EL 0	ET 0	ER 0	EU 0	WL 25	WT 0	WR 30	WU 0	TOTAL 2706
APPROACH %'s :		0.00%	98.04%	1.96%	0.00%	1.33%	98.46%	0.00%	0.21%					45.45%	0.00%	54.55%	0.00%	
PEAK HR :		07:45 AM - 08:45 AM																TOTAL
PEAK HR VOL :		0	463	7	0	10	541	0	2	0	0	0	0	8	0	22	0	1053
PEAK HR FACTOR :		0.000	0.877	0.875	0.000	0.357	0.666	0.000	0.250	0.000	0.000	0.000	0.000	0.667	0.000	0.458	0.000	0.735
		0.877				0.658								0.536				

PM		NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				TOTAL
	1 NL	2 NT	1 NR	0 NU	1 SL	2 ST	1 SR	0 SU	0 EL	0 ET	0 ER	0 EU	0.5 WL	0.5 WT	1 WR	0 WU		
	4:00 PM	0	132	0	0	0	142	0	0	0	0	0	0	0	0	0	274	
	4:15 PM	0	128	0	0	1	131	0	0	0	0	0	2	0	5	0	267	
	4:30 PM	0	113	0	0	1	142	0	0	0	0	0	2	0	2	0	260	
	4:45 PM	0	126	0	0	7	124	0	0	0	0	0	0	0	1	0	258	
	5:00 PM	0	152	2	0	3	123	0	0	0	0	0	1	0	3	0	284	
	5:15 PM	0	169	7	0	0	147	0	0	0	0	0	3	0	3	0	329	
	5:30 PM	0	124	1	0	2	125	0	0	0	0	0	0	0	3	0	255	
	5:45 PM	0	132	7	1	2	120	0	0	0	0	0	1	0	0	0	263	
	6:00 PM	0	127	1	0	2	102	0	0	0	0	0	1	0	1	0	234	
	6:15 PM	0	109	4	0	0	85	0	1	0	0	0	0	0	1	0	200	
	6:30 PM	0	106	2	0	2	82	0	0	0	0	0	0	0	0	0	192	
	6:45 PM	0	76	1	0	1	69	0	0	0	0	0	0	0	0	0	147	
TOTAL VOLUMES :		NL 0	NT 1494	NR 25	NU 1	SL 21	ST 1392	SR 0	SU 1	EL 0	ET 0	ER 0	EU 0	WL 10	WT 0	WR 19	WU 0	TOTAL 2963
APPROACH %'s :		0.00%	98.29%	1.64%	0.07%	1.49%	98.44%	0.00%	0.07%					34.48%	0.00%	65.52%	0.00%	
PEAK HR :		04:30 PM - 05:30 PM																TOTAL
PEAK HR VOL :		0	560	9	0	11	536	0	0	0	0	0	6	0	9	0	1131	
PEAK HR FACTOR :		0.000	0.828	0.321	0.000	0.393	0.912	0.000	0.000	0.000	0.000	0.000	0.500	0.000	0.750	0.000	0.859	
		0.808				0.930								0.625				

National Data & Surveying Services Intersection Turning Movement Count

Location: Oak Meadow Dr & Harvey Way

City: Roseville

Control: 1-Way Stop(NB)

Project ID: 18-07057-003

Date: 2/27/2018

Total

NS/EW Streets:	Oak Meadow Dr				Oak Meadow Dr				Harvey Way				Harvey Way				
AM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				TOTAL
	0 NL	1 NT	0 NR	0 NU	0 SL	0 ST	0 SR	0 SU	0 EL	1 ET	0 ER	0 EU	0 WL	1 WT	0 WR	0 WU	
6:00 AM	0	0	0	0	0	0	0	0	0	1	0	0	0	1	0	0	2
6:15 AM	0	0	0	1	0	0	0	0	0	1	0	0	0	3	0	0	5
6:30 AM	0	0	0	1	0	0	0	0	0	2	1	0	1	4	0	0	9
6:45 AM	0	0	1	0	0	0	0	0	0	5	0	0	1	1	0	0	8
7:00 AM	0	0	1	0	0	0	0	0	0	5	1	0	2	2	0	0	11
7:15 AM	0	0	3	0	0	0	0	0	0	2	0	0	2	4	0	0	11
7:30 AM	0	0	0	0	0	0	0	0	0	3	0	0	0	6	0	0	9
7:45 AM	0	0	0	0	0	0	0	0	0	2	0	1	0	4	0	0	7
8:00 AM	0	0	1	0	0	0	0	0	0	3	0	0	0	4	0	0	8
8:15 AM	0	0	1	0	0	0	0	0	0	2	0	0	0	8	0	0	11
8:30 AM	0	0	3	0	0	0	0	0	0	9	0	0	1	14	0	0	27
8:45 AM	0	0	1	0	0	0	0	0	0	5	0	0	1	3	0	0	10
9:00 AM																	0
9:15 AM																	0
9:30 AM																	0
9:45 AM																	0
TOTAL VOLUMES :	NL 0	NT 0	NR 11	NU 2	SL 0	ST 0	SR 0	SU 0	EL 0	ET 40	ER 2	EU 1	WL 8	WT 54	WR 0	WU 0	TOTAL 118
APPROACH %'s :	0.00%	0.00%	84.62%	15.38%					0.00%	93.02%	4.65%	2.33%	12.90%	87.10%	0.00%	0.00%	
PEAK HR :	08:00 AM - 09:00 AM																TOTAL
PEAK HR VOL :	0	0	6	0	0	0	0	0	0	19	0	0	2	29	0	0	56
PEAK HR FACTOR :	0.000	0.000	0.500	0.000	0.000	0.000	0.000	0.000	0.000	0.528	0.000	0.000	0.500	0.518	0.000	0.000	0.519
			0.500							0.528				0.517			

PM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				TOTAL
	0 NL	1 NT	0 NR	0 NU	0 SL	0 ST	0 SR	0 SU	0 EL	1 ET	0 ER	0 EU	0 WL	1 WT	0 WR	0 WU	
4:00 PM	0	0	1	0	0	0	0	0	0	1	0	0	1	0	0	0	3
4:15 PM	0	0	1	0	0	0	0	0	0	3	0	0	0	7	0	0	11
4:30 PM	0	0	2	0	0	0	0	0	0	3	0	0	0	4	0	0	9
4:45 PM	0	0	0	0	0	0	0	0	0	8	0	0	0	1	0	0	9
5:00 PM	0	0	0	0	0	0	0	0	0	5	0	0	0	4	0	1	10
5:15 PM	0	0	0	0	0	0	0	0	0	5	0	0	3	4	0	0	12
5:30 PM	1	0	2	0	0	0	0	0	0	5	0	0	0	3	0	0	11
5:45 PM	0	0	0	0	0	0	0	0	0	6	0	0	0	2	0	0	8
6:00 PM	0	0	0	0	0	0	0	0	0	4	0	0	0	2	0	0	6
6:15 PM	0	0	0	0	0	0	0	0	0	3	0	0	0	1	0	0	4
6:30 PM	0	0	0	0	0	0	0	0	0	5	0	0	1	0	0	0	6
6:45 PM	0	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0	2
TOTAL VOLUMES :	NL 1	NT 0	NR 6	NU 0	SL 0	ST 0	SR 0	SU 0	EL 0	ET 50	ER 0	EU 0	WL 5	WT 28	WR 0	WU 1	TOTAL 91
APPROACH %'s :	14.29%	0.00%	85.71%	0.00%					0.00%	100.00%	0.00%	0.00%	14.71%	82.35%	0.00%	2.94%	
PEAK HR :	04:45 PM - 05:45 PM																TOTAL
PEAK HR VOL :	1	0	2	0	0	0	0	0	0	23	0	0	3	12	0	1	42
PEAK HR FACTOR :	0.250	0.000	0.250	0.000	0.000	0.000	0.000	0.000	0.000	0.719	0.000	0.000	0.250	0.750	0.000	0.250	0.875
			0.250							0.719				0.571			

National Data & Surveying Services Intersection Turning Movement Count

Location: Orchard View Rd & Harvey Way

City: Roseville

Control: 2-Way Stop(EB/WB)

Project ID: 18-07057-004

Date: 2/27/2018

Total

NS/EW Streets:	Orchard View Rd				Orchard View Rd				Harvey Way				Harvey Way				
AM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				TOTAL
	0 NL	1 NT	0 NR	0 NU	0 SL	1 ST	0 SR	0 SU	0 EL	1 ET	0 ER	0 EU	0 WL	1 WT	0 WR	0 WU	
6:00 AM	0	0	1	0	0	2	0	0	0	0	0	0	5	1	0	0	9
6:15 AM	1	0	2	0	0	1	0	0	0	0	1	0	5	2	0	0	12
6:30 AM	2	1	1	0	0	1	0	0	0	0	2	0	5	1	0	0	13
6:45 AM	6	0	3	0	0	3	0	0	0	0	2	0	8	0	0	0	22
7:00 AM	3	0	2	0	0	3	0	0	0	0	1	0	8	0	0	0	17
7:15 AM	3	1	1	0	0	7	1	0	0	0	7	0	14	2	0	0	36
7:30 AM	0	0	0	0	0	2	0	0	0	1	1	0	10	3	0	0	17
7:45 AM	2	0	5	0	0	6	0	0	0	0	2	0	9	2	0	0	26
8:00 AM	2	0	4	0	0	3	0	0	0	0	1	0	7	1	0	0	18
8:15 AM	2	2	3	0	0	5	3	1	0	1	2	0	6	4	0	0	29
8:30 AM	3	1	1	0	0	6	0	0	0	6	5	0	4	10	0	0	36
8:45 AM	3	0	2	0	0	5	0	0	1	5	1	0	9	1	0	0	27
9:00 AM																	0
9:15 AM																	0
9:30 AM																	0
9:45 AM																	0
TOTAL VOLUMES :	NL 27	NT 5	NR 25	NU 0	SL 0	ST 44	SR 4	SU 1	EL 1	ET 13	ER 25	EU 0	WL 90	WT 27	WR 0	WU 0	TOTAL 262
APPROACH %'s :	47.37%	8.77%	43.86%	0.00%	0.00%	89.80%	8.16%	2.04%	2.56%	33.33%	64.10%	0.00%	76.92%	23.08%	0.00%	0.00%	
PEAK HR :	08:00 AM - 09:00 AM																TOTAL
PEAK HR VOL :	10	3	10	0	0	19	3	1	1	12	9	0	26	16	0	0	110
PEAK HR FACTOR :	0.833	0.375	0.625	0.000	0.000	0.792	0.250	0.250	0.250	0.500	0.450	0.000	0.722	0.400	0.000	0.000	0.764
	0.821				0.639				0.500				0.750				

PM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				TOTAL
	0 NL	1 NT	0 NR	0 NU	0 SL	1 ST	0 SR	0 SU	0 EL	1 ET	0 ER	0 EU	0 WL	1 WT	0 WR	0 WU	
4:00 PM	5	2	3	0	0	0	0	0	1	0	5	0	4	0	0	0	20
4:15 PM	6	1	7	0	0	3	0	0	0	0	1	0	2	3	0	0	23
4:30 PM	1	1	11	0	0	2	0	0	0	0	3	0	7	4	0	0	29
4:45 PM	5	2	10	0	0	0	0	0	0	9	0	0	6	0	0	0	32
5:00 PM	4	1	7	0	0	3	0	0	0	2	3	0	4	2	1	0	27
5:15 PM	8	0	5	0	0	4	1	0	1	3	4	0	4	0	0	0	30
5:30 PM	5	1	11	0	0	4	1	0	2	3	2	1	3	0	0	0	33
5:45 PM	7	2	11	0	0	0	0	0	2	2	2	0	9	0	0	0	35
6:00 PM	3	1	10	0	0	1	0	0	0	2	3	0	4	1	0	0	25
6:15 PM	6	3	11	0	1	1	0	0	1	1	2	0	3	0	0	0	29
6:30 PM	6	1	7	0	0	2	0	0	0	4	2	0	4	0	0	0	26
6:45 PM	1	1	5	0	0	2	0	0	0	1	2	0	11	1	0	0	24
TOTAL VOLUMES :	NL 57	NT 16	NR 98	NU 0	SL 1	ST 22	SR 2	SU 0	EL 7	ET 27	ER 29	EU 1	WL 61	WT 11	WR 1	WU 0	TOTAL 333
APPROACH %'s :	33.33%	9.36%	57.31%	0.00%	4.00%	88.00%	8.00%	0.00%	10.94%	42.19%	45.31%	1.56%	83.56%	15.07%	1.37%	0.00%	
PEAK HR :	05:00 PM - 06:00 PM																TOTAL
PEAK HR VOL :	24	4	34	0	0	11	2	0	5	10	11	1	20	2	1	0	125
PEAK HR FACTOR :	0.750	0.500	0.773	0.000	0.000	0.688	0.500	0.000	0.625	0.833	0.688	0.250	0.556	0.250	0.250	0.000	0.893
	0.775				0.650				0.844				0.639				

Attachment B

Signalized Intersection Queuing and
Operations Synchro Analysis Worksheets

The Plaza at Blue Oaks
1: Fiddymment Road & Blue Oaks Boulevard

Existing Conditions

AM Peak

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Group Flow (vph)	55	83	5	365	42	117	3	405	508	238	534	32
v/c Ratio	0.10	0.14	0.01	0.58	0.07	0.27	0.01	0.39	0.62	0.44	0.32	0.04
Control Delay	27.5	33.5	0.0	32.1	32.5	1.5	30.3	22.0	6.0	32.8	15.7	0.1
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	27.5	33.5	0.0	32.1	32.5	1.5	30.3	22.0	6.0	32.8	15.7	0.1
Queue Length 50th (ft)	10	12	0	74	8	0	0	73	0	49	68	0
Queue Length 95th (ft)	24	26	0	142	27	1	4	132	69	78	137	0
Internal Link Dist (ft)		462			385			709			365	
Turn Bay Length (ft)	235		235	235			245		245	245		245
Base Capacity (vph)	1555	1567	627	1640	1199	672	1058	1799	1054	1058	1856	911
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.04	0.05	0.01	0.22	0.04	0.17	0.00	0.23	0.48	0.22	0.29	0.04
Intersection Summary												

The Plaza at Blue Oaks
1: Fiddymment Road & Blue Oaks Boulevard

Existing Conditions

AM Peak

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	41	62	4	347	40	111	3	369	462	169	379	23
Future Volume (veh/h)	41	62	4	347	40	111	3	369	462	169	379	23
Number	7	4	14	3	8	18	5	2	12	1	6	16
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1863	1863	1863	1863	1863	1863	1863	1863	1863	1863	1863	1863
Adj Flow Rate, veh/h	55	83	5	365	42	117	3	405	508	238	534	32
Adj No. of Lanes	2	3	1	2	2	1	2	2	1	2	2	1
Peak Hour Factor	0.75	0.75	0.75	0.95	0.95	0.95	0.91	0.91	0.91	0.71	0.71	0.71
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	313	400	125	490	365	163	852	1366	611	412	818	366
Arrive On Green	0.09	0.08	0.08	0.14	0.10	0.10	0.25	0.39	0.39	0.12	0.23	0.23
Sat Flow, veh/h	3442	5085	1583	3442	3539	1583	3442	3539	1583	3442	3539	1583
Grp Volume(v), veh/h	55	83	5	365	42	117	3	405	508	238	534	32
Grp Sat Flow(s),veh/h/ln	1721	1695	1583	1721	1770	1583	1721	1770	1583	1721	1770	1583
Q Serve(g_s), s	1.1	1.1	0.1	7.6	0.8	3.8	0.0	5.9	21.7	4.9	10.2	1.2
Cycle Q Clear(g_c), s	1.1	1.1	0.1	7.6	0.8	3.8	0.0	5.9	21.7	4.9	10.2	1.2
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	313	400	125	490	365	163	852	1366	611	412	818	366
V/C Ratio(X)	0.18	0.21	0.04	0.74	0.11	0.72	0.00	0.30	0.83	0.58	0.65	0.09
Avail Cap(c_a), veh/h	922	1363	424	1429	1043	467	922	1565	700	922	1565	700
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	31.3	32.2	9.6	30.7	30.4	16.7	21.1	15.9	20.7	31.1	26.0	22.5
Incr Delay (d2), s/veh	0.1	0.3	0.2	0.9	0.2	8.3	0.0	0.2	8.9	0.5	1.7	0.2
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.5	0.5	0.1	3.7	0.4	2.5	0.0	2.9	10.9	2.3	5.2	0.5
LnGrp Delay(d),s/veh	31.4	32.5	9.8	31.6	30.6	25.0	21.1	16.1	29.6	31.5	27.7	22.7
LnGrp LOS	C	C	A	C	C	C	C	B	C	C	C	C
Approach Vol, veh/h		143			524			916			804	
Approach Delay, s/veh		31.3			30.0			23.6			28.6	
Approach LOS		C			C			C			C	
Timer	1	2	3	4	5	6	7	8				
Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	12.9	34.8	14.6	12.3	24.5	23.3	13.2	13.7				
Change Period (Y+Rc), s	4.0	6.0	4.0	6.4	6.0	* 6	6.4	* 6				
Max Green Setting (Gmax), s	20.0	33.0	31.0	20.0	20.0	* 33	20.0	* 22				
Max Q Clear Time (g_c+I1), s	6.9	23.7	9.6	3.1	2.0	12.2	3.1	5.8				
Green Ext Time (p_c), s	0.5	5.2	1.0	0.5	8.0	5.1	0.5	0.8				
Intersection Summary												
HCM 2010 Ctrl Delay			27.2									
HCM 2010 LOS			C									
Notes												

The Plaza at Blue Oaks
3: Blue Oaks Boulevard & Oak Meadow Drive

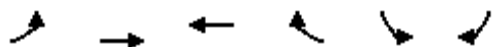
Existing Conditions

AM Peak

Intersection						
Int Delay, s/veh	0					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	2	691	496	4	0	2
Future Vol, veh/h	2	691	496	4	0	2
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	265	-	-	240	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	93	93	70	70
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	2	751	533	4	0	3
Major/Minor	Major1	Major2		Minor2		
Conflicting Flow All	533	0	-	0	838	267
Stage 1	-	-	-	-	533	-
Stage 2	-	-	-	-	305	-
Critical Hdwy	5.34	-	-	-	5.74	7.14
Critical Hdwy Stg 1	-	-	-	-	6.64	-
Critical Hdwy Stg 2	-	-	-	-	6.04	-
Follow-up Hdwy	3.12	-	-	-	3.82	3.92
Pot Cap-1 Maneuver	653	-	-	-	374	623
Stage 1	-	-	-	-	462	-
Stage 2	-	-	-	-	661	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	653	-	-	-	373	623
Mov Cap-2 Maneuver	-	-	-	-	373	-
Stage 1	-	-	-	-	462	-
Stage 2	-	-	-	-	659	-
Approach	EB	WB		SB		
HCM Control Delay, s	0	0		10.8		
HCM LOS	B					
Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	
Capacity (veh/h)	653	-	-	-	623	
HCM Lane V/C Ratio	0.003	-	-	-	0.005	
HCM Control Delay (s)	10.5	-	-	-	10.8	
HCM Lane LOS	B	-	-	-	B	
HCM 95th %tile O(veh)	0	-	-	-	0	

The Plaza at Blue Oaks
4: Blue Oaks & Orchard View

Existing Conditions
AM Peak



Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Lane Group Flow (vph)	4	774	470	25	71	13
v/c Ratio	0.01	0.20	0.13	0.02	0.15	0.03
Control Delay	14.2	2.8	4.6	3.7	13.9	7.8
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	14.2	2.8	4.6	3.7	13.9	7.8
Queue Length 50th (ft)	1	23	13	0	16	0
Queue Length 95th (ft)	7	34	44	10	33	8
Internal Link Dist (ft)		333	430		493	
Turn Bay Length (ft)	230			245		240
Base Capacity (vph)	993	5085	5085	1583	993	894
Starvation Cap Reductn	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0
Reduced v/c Ratio	0.00	0.15	0.09	0.02	0.07	0.01
Intersection Summary						

The Plaza at Blue Oaks
4: Blue Oaks & Orchard View

Existing Conditions

AM Peak

								
Movement	EBL	EBT	WBT	WBR	SBL	SBR		
Lane Configurations								
Traffic Volume (veh/h)	4	704	437	23	57	10		
Future Volume (veh/h)	4	704	437	23	57	10		
Number	7	4	8	18	1	16		
Initial Q (Qb), veh	0	0	0	0	0	0		
Ped-Bike Adj(A_pbT)	1.00			1.00	1.00	1.00		
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00		
Adj Sat Flow, veh/h/ln	1863	1863	1863	1863	1863	1863		
Adj Flow Rate, veh/h	4	774	470	25	71	12		
Adj No. of Lanes	1	3	3	1	1	1		
Peak Hour Factor	0.91	0.91	0.93	0.93	0.80	0.80		
Percent Heavy Veh, %	2	2	2	2	2	2		
Cap, veh/h	64	3358	2745	855	302	269		
Arrive On Green	0.04	0.66	0.54	0.54	0.17	0.17		
Sat Flow, veh/h	1774	5253	5253	1583	1774	1583		
Grp Volume(v), veh/h	4	774	470	25	71	12		
Grp Sat Flow(s),veh/h/ln	1774	1695	1695	1583	1774	1583		
Q Serve(g_s), s	0.1	2.2	1.7	0.3	1.2	0.2		
Cycle Q Clear(g_c), s	0.1	2.2	1.7	0.3	1.2	0.2		
Prop In Lane	1.00			1.00	1.00	1.00		
Lane Grp Cap(c), veh/h	64	3358	2745	855	302	269		
V/C Ratio(X)	0.06	0.23	0.17	0.03	0.24	0.04		
Avail Cap(c_a), veh/h	1053	6896	6896	2147	1053	939		
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00		
Upstream Filter(l)	1.00	1.00	1.00	1.00	1.00	1.00		
Uniform Delay (d), s/veh	16.5	2.4	4.1	3.8	12.7	12.3		
Incr Delay (d2), s/veh	0.2	0.1	0.0	0.0	0.1	0.0		
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0		
%ile BackOfQ(50%),veh/ln	0.0	1.0	0.8	0.1	0.6	0.2		
LnGrp Delay(d),s/veh	16.6	2.5	4.2	3.8	12.8	12.3		
LnGrp LOS	B	A	A	A	B	B		
Approach Vol, veh/h		778	495		83			
Approach Delay, s/veh		2.5	4.2		12.8			
Approach LOS		A	A		B			
Timer	1	2	3	4	5	6	7	8
Assigned Phs				4		6	7	8
Phs Duration (G+Y+Rc), s				26.4		9.0	4.3	22.1
Change Period (Y+Rc), s				6.0		4.0	4.0	6.0
Max Green Setting (Gmax), s				45.0		20.0	20.0	45.0
Max Q Clear Time (g_c+l1), s				4.2		3.2	2.1	3.7
Green Ext Time (p_c), s				12.4		0.1	0.0	12.4
Intersection Summary								
HCM 2010 Ctrl Delay			3.8					
HCM 2010 LOS			A					
Notes								

The Plaza at Blue Oaks
6: Fiddymment Road & Harvey Way

Existing Conditions

AM Peak

Intersection												
Int Delay, s/veh	0.6											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕↕			↕	↕	↕	↕↕	↕	↕	↕↕	↕
Traffic Vol, veh/h	0	0	0	9	0	22	0	513	8	12	562	0
Future Vol, veh/h	0	0	0	9	0	22	0	513	8	12	562	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	235	205	-	220	250	-	180
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	90	90	90	70	70	70	88	88	88	70	70	70
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	0	0	0	13	0	31	0	583	9	17	803	0
Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	1128	1420	401	1019	1420	291	803	0	0	583	0	0
Stage 1	837	837	-	583	583	-	-	-	-	-	-	-
Stage 2	291	583	-	436	837	-	-	-	-	-	-	-
Critical Hdwy	7.54	6.54	6.94	7.54	6.54	6.94	4.14	-	-	4.14	-	-
Critical Hdwy Stg 1	6.54	5.54	-	6.54	5.54	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.54	5.54	-	6.54	5.54	-	-	-	-	-	-	-
Follow-up Hdwy	3.52	4.02	3.32	3.52	4.02	3.32	2.22	-	-	2.22	-	-
Pot Cap-1 Maneuver	159	135	599	191	135	706	817	-	-	987	-	-
Stage 1	327	380	-	465	497	-	-	-	-	-	-	-
Stage 2	693	497	-	569	380	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	150	133	599	188	133	706	817	-	-	987	-	-
Mov Cap-2 Maneuver	150	133	-	188	133	-	-	-	-	-	-	-
Stage 1	327	373	-	465	497	-	-	-	-	-	-	-
Stage 2	662	497	-	559	373	-	-	-	-	-	-	-
Approach	EB		WB		NB		SB					
HCM Control Delay, s	0		14.7		0		0.2					
HCM LOS	A		B									
Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	WBLn2	SBL	SBT	SBR			
Capacity (veh/h)	817	-	-	-	188	706	987	-	-			
HCM Lane V/C Ratio	-	-	-	-	0.068	0.045	0.017	-	-			
HCM Control Delay (s)	0	-	-	0	25.6	10.3	8.7	-	-			
HCM Lane LOS	A	-	-	A	D	B	A	-	-			
HCM 95th %tile O(veh)	0	-	-	-	0.2	0.1	0.1	-	-			

The Plaza at Blue Oaks
8: Oak Meadow Road & Harvey Way

Existing Conditions

AM Peak

Intersection						
Int Delay, s/veh	1.1					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	20	0	2	31	0	6
Future Vol, veh/h	20	0	2	31	0	6
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	70	70	70	70	70	70
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	29	0	3	44	0	9
Major/Minor	Major1	Major2		Minor1		
Conflicting Flow All	0	0	29	0	79	29
Stage 1	-	-	-	-	29	-
Stage 2	-	-	-	-	50	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1584	-	924	1046
Stage 1	-	-	-	-	994	-
Stage 2	-	-	-	-	972	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1584	-	922	1046
Mov Cap-2 Maneuver	-	-	-	-	922	-
Stage 1	-	-	-	-	994	-
Stage 2	-	-	-	-	970	-
Approach	EB	WB		NB		
HCM Control Delay, s	0	0.4		8.5		
HCM LOS	A					
Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT	
Capacity (veh/h)	1046	-	-	1584	-	
HCM Lane V/C Ratio	0.008	-	-	0.002	-	
HCM Control Delay (s)	8.5	-	-	7.3	0	
HCM Lane LOS	A	-	-	A	A	
HCM 95th %tile O(veh)	0	-	-	0	-	

The Plaza at Blue Oaks
9: Orchard View Road & Harvey Way

Existing Conditions

AM Peak

Intersection												
Int Delay, s/veh	6.2											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	1	12	9	26	16	0	10	3	10	1	19	3
Future Vol, veh/h	1	12	9	26	16	0	10	3	10	1	19	3
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	70	70	70	75	75	75	82	82	82	70	70	70
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	1	17	13	35	21	0	12	4	12	1	27	4

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	77	72	29	81	68	10	31	0	0	16	0	0
Stage 1	32	32	-	34	34	-	-	-	-	-	-	-
Stage 2	45	40	-	47	34	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	912	818	1046	907	823	1071	1582	-	-	1602	-	-
Stage 1	984	868	-	982	867	-	-	-	-	-	-	-
Stage 2	969	862	-	967	867	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	888	811	1046	875	816	1071	1582	-	-	1602	-	-
Mov Cap-2 Maneuver	888	811	-	875	816	-	-	-	-	-	-	-
Stage 1	976	867	-	974	860	-	-	-	-	-	-	-
Stage 2	937	855	-	935	866	-	-	-	-	-	-	-

Approach	EB			WB			NB			SB		
HCM Control Delay, s	9.2			9.5			3.2			0.3		
HCM LOS	A			A								

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1582	-	-	897	852	1602	-
HCM Lane V/C Ratio	0.008	-	-	0.035	0.066	0.001	-
HCM Control Delay (s)	7.3	0	-	9.2	9.5	7.2	0
HCM Lane LOS	A	A	-	A	A	A	-
HCM 95th %tile Q(veh)	0	-	-	0.1	0.2	0	-

The Plaza at Blue Oaks
1: Fiddymment Road & Blue Oaks Boulevard

Existing Conditions

PM Peak

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Group Flow (vph)	17	59	9	607	96	204	5	426	442	135	449	18
v/c Ratio	0.04	0.11	0.03	0.72	0.09	0.33	0.01	0.43	0.58	0.30	0.29	0.02
Control Delay	31.6	36.5	0.1	32.1	23.1	6.5	33.5	24.6	6.0	36.4	18.4	0.1
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	31.6	36.5	0.1	32.1	23.1	6.5	33.5	24.6	6.0	36.4	18.4	0.1
Queue Length 50th (ft)	3	9	0	135	14	0	1	85	0	30	66	0
Queue Length 95th (ft)	12	26	0	226	51	61	6	147	61	70	173	0
Internal Link Dist (ft)		462			385			709			365	
Turn Bay Length (ft)	235		235	235			245		245	245		245
Base Capacity (vph)	1446	1457	597	1525	1331	723	983	1673	981	983	1716	855
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.01	0.04	0.02	0.40	0.07	0.28	0.01	0.25	0.45	0.14	0.26	0.02
Intersection Summary												

The Plaza at Blue Oaks
1: Fiddymment Road & Blue Oaks Boulevard

Existing Conditions

PM Peak

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	16	54	8	558	88	188	4	375	389	126	418	17
Future Volume (veh/h)	16	54	8	558	88	188	4	375	389	126	418	17
Number	7	4	14	3	8	18	5	2	12	1	6	16
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1863	1863	1863	1863	1863	1863	1863	1863	1863	1863	1863	1863
Adj Flow Rate, veh/h	17	59	9	607	96	204	5	426	442	135	449	18
Adj No. of Lanes	2	3	1	2	2	1	2	2	1	2	2	1
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.88	0.88	0.88	0.93	0.93	0.93
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	416	350	109	741	489	219	812	1233	552	373	691	309
Arrive On Green	0.12	0.07	0.07	0.22	0.14	0.14	0.24	0.35	0.35	0.11	0.20	0.20
Sat Flow, veh/h	3442	5085	1583	3442	3539	1583	3442	3539	1583	3442	3539	1583
Grp Volume(v), veh/h	17	59	9	607	96	204	5	426	442	135	449	18
Grp Sat Flow(s),veh/h/ln	1721	1695	1583	1721	1770	1583	1721	1770	1583	1721	1770	1583
Q Serve(g_s), s	0.3	0.9	0.2	13.2	1.9	7.3	0.1	7.0	19.9	2.9	9.2	0.7
Cycle Q Clear(g_c), s	0.3	0.9	0.2	13.2	1.9	7.3	0.1	7.0	19.9	2.9	9.2	0.7
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	416	350	109	741	489	219	812	1233	552	373	691	309
V/C Ratio(X)	0.04	0.17	0.08	0.82	0.20	0.93	0.01	0.35	0.80	0.36	0.65	0.06
Avail Cap(c_a), veh/h	874	1292	402	1355	989	442	874	1483	664	874	1483	664
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	30.6	34.5	11.4	29.4	30.1	17.7	23.0	19.0	23.2	32.6	29.2	25.8
Incr Delay (d2), s/veh	0.0	0.3	0.4	0.9	0.3	21.4	0.0	0.3	7.5	0.2	2.0	0.2
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.2	0.4	0.2	6.3	0.9	5.1	0.0	3.5	9.8	1.4	4.7	0.3
LnGrp Delay(d),s/veh	30.6	34.8	11.9	30.3	30.3	39.1	23.0	19.3	30.7	32.8	31.2	25.9
LnGrp LOS	C	C	B	C	C	D	C	B	C	C	C	C
Approach Vol, veh/h		85			907			873			602	
Approach Delay, s/veh		31.6			32.3			25.1			31.4	
Approach LOS		C			C			C			C	
Timer	1	2	3	4	5	6	7	8				
Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	12.5	33.4	21.0	11.8	24.6	21.4	15.9	16.9				
Change Period (Y+Rc), s	4.0	6.0	4.0	6.4	6.0	* 6	6.4	* 6				
Max Green Setting (Gmax), s	20.0	33.0	31.0	20.0	20.0	* 33	20.0	* 22				
Max Q Clear Time (g_c+I1), s	4.9	21.9	15.2	2.9	2.1	11.2	2.3	9.3				
Green Ext Time (p_c), s	0.3	5.6	1.7	0.3	7.5	4.2	0.3	1.6				
Intersection Summary												
HCM 2010 Ctrl Delay			29.5									
HCM 2010 LOS			C									
Notes												

The Plaza at Blue Oaks
3: Blue Oaks Boulevard & Oak Meadow Drive

Existing Conditions

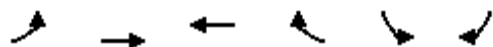
PM Peak

Intersection						
Int Delay, s/veh	0.1					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	1	568	827	2	0	7
Future Vol, veh/h	1	568	827	2	0	7
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	265	-	-	240	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	93	93	70	70
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	1	617	889	2	0	10
Major/Minor	Major1	Major2		Minor2		
Conflicting Flow All	889	0	-	0	1138	445
Stage 1	-	-	-	-	889	-
Stage 2	-	-	-	-	249	-
Critical Hdwy	5.34	-	-	-	5.74	7.14
Critical Hdwy Stg 1	-	-	-	-	6.64	-
Critical Hdwy Stg 2	-	-	-	-	6.04	-
Follow-up Hdwy	3.12	-	-	-	3.82	3.92
Pot Cap-1 Maneuver	443	-	-	-	264	479
Stage 1	-	-	-	-	282	-
Stage 2	-	-	-	-	706	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	443	-	-	-	263	479
Mov Cap-2 Maneuver	-	-	-	-	263	-
Stage 1	-	-	-	-	282	-
Stage 2	-	-	-	-	704	-
Approach	EB	WB		SB		
HCM Control Delay, s	0	0		12.7		
HCM LOS	B					
Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	
Capacity (veh/h)	443	-	-	-	479	
HCM Lane V/C Ratio	0.002	-	-	-	0.021	
HCM Control Delay (s)	13.1	-	-	-	12.7	
HCM Lane LOS	B	-	-	-	B	
HCM 95th %tile Q(veh)	0	-	-	-	0.1	

The Plaza at Blue Oaks
4: Blue Oaks & Orchard View

Existing Conditions

PM Peak



Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Lane Group Flow (vph)	6	649	852	68	37	11
v/c Ratio	0.02	0.15	0.20	0.05	0.08	0.03
Control Delay	18.0	1.6	3.3	2.2	16.2	10.4
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	18.0	1.6	3.3	2.2	16.2	10.4
Queue Length 50th (ft)	1	0	0	0	5	0
Queue Length 95th (ft)	9	26	77	15	29	10
Internal Link Dist (ft)		333	430		493	
Turn Bay Length (ft)	230			245		240
Base Capacity (vph)	976	5085	4951	1543	976	877
Starvation Cap Reductn	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0
Reduced v/c Ratio	0.01	0.13	0.17	0.04	0.04	0.01
Intersection Summary						

The Plaza at Blue Oaks
4: Blue Oaks & Orchard View

Existing Conditions

PM Peak

								
Movement	EBL	EBT	WBT	WBR	SBL	SBR		
Lane Configurations								
Traffic Volume (veh/h)	5	558	818	65	34	10		
Future Volume (veh/h)	5	558	818	65	34	10		
Number	7	4	8	18	1	16		
Initial Q (Qb), veh	0	0	0	0	0	0		
Ped-Bike Adj(A_pbT)	1.00			1.00	1.00	1.00		
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00		
Adj Sat Flow, veh/h/ln	1863	1863	1863	1863	1863	1863		
Adj Flow Rate, veh/h	6	649	852	68	37	11		
Adj No. of Lanes	1	3	3	1	1	1		
Peak Hour Factor	0.86	0.86	0.96	0.96	0.92	0.92		
Percent Heavy Veh, %	2	2	2	2	2	2		
Cap, veh/h	65	3711	3139	977	210	188		
Arrive On Green	0.04	0.73	0.62	0.62	0.12	0.12		
Sat Flow, veh/h	1774	5253	5253	1583	1774	1583		
Grp Volume(v), veh/h	6	649	852	68	37	11		
Grp Sat Flow(s),veh/h/ln	1774	1695	1695	1583	1774	1583		
Q Serve(g_s), s	0.1	1.6	3.0	0.7	0.7	0.2		
Cycle Q Clear(g_c), s	0.1	1.6	3.0	0.7	0.7	0.2		
Prop In Lane	1.00			1.00	1.00	1.00		
Lane Grp Cap(c), veh/h	65	3711	3139	977	210	188		
V/C Ratio(X)	0.09	0.17	0.27	0.07	0.18	0.06		
Avail Cap(c_a), veh/h	942	6173	6173	1922	942	841		
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00		
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00		
Uniform Delay (d), s/veh	18.4	1.7	3.5	3.0	15.7	15.5		
Incr Delay (d2), s/veh	0.2	0.0	0.1	0.0	0.1	0.0		
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0		
%ile BackOfQ(50%),veh/ln	0.1	0.7	1.4	0.3	0.4	0.2		
LnGrp Delay(d),s/veh	18.6	1.7	3.5	3.1	15.8	15.5		
LnGrp LOS	B	A	A	A	B	B		
Approach Vol, veh/h		655	920		48			
Approach Delay, s/veh		1.8	3.5		15.8			
Approach LOS		A	A		B			
Timer	1	2	3	4	5	6	7	8
Assigned Phs				4		6	7	8
Phs Duration (G+Y+Rc), s				31.9		7.7	4.4	27.4
Change Period (Y+Rc), s				6.0		4.0	4.0	6.0
Max Green Setting (Gmax), s				45.0		20.0	20.0	45.0
Max Q Clear Time (g_c+I1), s				3.6		2.7	2.1	5.0
Green Ext Time (p_c), s				16.6		0.1	0.0	16.4
Intersection Summary								
HCM 2010 Ctrl Delay			3.2					
HCM 2010 LOS			A					
Notes								

The Plaza at Blue Oaks
6: Fiddymment Road & Harvey Way

Existing Conditions

PM Peak

Intersection												
Int Delay, s/veh	0.4											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔			↔	↔	↔	↔	↔	↔	↔	↔
Traffic Vol, veh/h	0	0	0	6	0	9	0	569	10	13	555	0
Future Vol, veh/h	0	0	0	6	0	9	0	569	10	13	555	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	235	205	-	220	250	-	180
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	90	90	90	70	70	70	81	81	81	93	93	93
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	0	0	0	9	0	13	0	702	12	14	597	0
Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	976	1327	298	1028	1327	351	597	0	0	702	0	0
Stage 1	625	625	-	702	702	-	-	-	-	-	-	-
Stage 2	351	702	-	326	625	-	-	-	-	-	-	-
Critical Hdwy	7.54	6.54	6.94	7.54	6.54	6.94	4.14	-	-	4.14	-	-
Critical Hdwy Stg 1	6.54	5.54	-	6.54	5.54	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.54	5.54	-	6.54	5.54	-	-	-	-	-	-	-
Follow-up Hdwy	3.52	4.02	3.32	3.52	4.02	3.32	2.22	-	-	2.22	-	-
Pot Cap-1 Maneuver	206	154	698	188	154	645	976	-	-	891	-	-
Stage 1	439	475	-	395	439	-	-	-	-	-	-	-
Stage 2	639	439	-	661	475	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	199	152	698	186	152	645	976	-	-	891	-	-
Mov Cap-2 Maneuver	199	152	-	186	152	-	-	-	-	-	-	-
Stage 1	439	468	-	395	439	-	-	-	-	-	-	-
Stage 2	626	439	-	651	468	-	-	-	-	-	-	-
Approach	EB			WB			NB			SB		
HCM Control Delay, s	0			16.5			0			0.2		
HCM LOS	A			C								
Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	WBLn2	SBL	SBT	SBR			
Capacity (veh/h)	976	-	-	-	186	645	891	-	-			
HCM Lane V/C Ratio	-	-	-	-	0.046	0.02	0.016	-	-			
HCM Control Delay (s)	0	-	-	0	25.3	10.7	9.1	-	-			
HCM Lane LOS	A	-	-	A	D	B	A	-	-			
HCM 95th %tile Q(veh)	0	-	-	-	0.1	0.1	0	-	-			

The Plaza at Blue Oaks
8: Oak Meadow Road & Harvey Way

Existing Conditions

PM Peak

Intersection						
Int Delay, s/veh	1.6					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	23	0	7	14	1	2
Future Vol, veh/h	23	0	7	14	1	2
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	72	72	70	70	70	70
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	32	0	10	20	1	3
Major/Minor	Major1	Major2		Minor1		
Conflicting Flow All	0	0	32	0	72	32
Stage 1	-	-	-	-	32	-
Stage 2	-	-	-	-	40	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1580	-	932	1042
Stage 1	-	-	-	-	991	-
Stage 2	-	-	-	-	982	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1580	-	926	1042
Mov Cap-2 Maneuver	-	-	-	-	926	-
Stage 1	-	-	-	-	991	-
Stage 2	-	-	-	-	976	-
Approach	EB	WB		NB		
HCM Control Delay, s	0	2.4		8.6		
HCM LOS	A					
Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT	
Capacity (veh/h)	1000	-	-	1580	-	
HCM Lane V/C Ratio	0.004	-	-	0.006	-	
HCM Control Delay (s)	8.6	-	-	7.3	0	
HCM Lane LOS	A	-	-	A	A	
HCM 95th %tile Q(veh)	0	-	-	0	-	

The Plaza at Blue Oaks
9: Orchard View Road & Harvey Way

Existing Conditions

PM Peak

Intersection												
Int Delay, s/veh	5.1											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	5	10	11	20	2	1	24	4	34	0	11	2
Future Vol, veh/h	5	10	11	20	2	1	24	4	34	0	11	2
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	84	84	84	70	70	70	78	78	78	70	70	70
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	6	12	13	29	3	1	31	5	44	0	16	3
Major/Minor	Minor2		Minor1		Major1			Major2				
Conflicting Flow All	108	127	17	118	107	27	19	0	0	49	0	0
Stage 1	17	17	-	88	88	-	-	-	-	-	-	-
Stage 2	91	110	-	30	19	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	871	764	1062	858	783	1048	1597	-	-	1558	-	-
Stage 1	1002	881	-	920	822	-	-	-	-	-	-	-
Stage 2	916	804	-	987	880	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	854	749	1062	824	767	1048	1597	-	-	1558	-	-
Mov Cap-2 Maneuver	854	749	-	824	767	-	-	-	-	-	-	-
Stage 1	982	881	-	902	806	-	-	-	-	-	-	-
Stage 2	893	788	-	962	880	-	-	-	-	-	-	-
Approach	EB		WB		NB			SB				
HCM Control Delay, s	9.2		9.5		2.8			0				
HCM LOS	A		A									
Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR				
Capacity (veh/h)	1597	-	-	879	826	1558	-	-				
HCM Lane V/C Ratio	0.019	-	-	0.035	0.04	-	-	-				
HCM Control Delay (s)	7.3	0	-	9.2	9.5	0	-	-				
HCM Lane LOS	A	A	-	A	A	A	-	-				
HCM 95th %tile O(veh)	0.1	-	-	0.1	0.1	0	-	-				

The Plaza at Blue Oaks
1: Fiddymment Road & Blue Oaks Boulevard

Existing Plus Project Conditions

AM Peak

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Group Flow (vph)	67	83	5	445	49	117	3	452	538	269	534	32
v/c Ratio	0.10	0.15	0.01	0.65	0.12	0.32	0.01	0.42	0.63	0.50	0.32	0.04
Control Delay	28.5	37.1	0.0	34.7	37.2	2.3	32.7	23.5	6.0	36.1	17.0	0.1
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	28.5	37.1	0.0	34.7	37.2	2.3	32.7	23.5	6.0	36.1	17.0	0.1
Queue Length 50th (ft)	13	13	0	100	11	0	0	90	0	61	75	0
Queue Length 95th (ft)	29	28	0	182	33	0	4	158	74	93	152	0
Internal Link Dist (ft)	462				502				709		365	
Turn Bay Length (ft)	235		235	235			245			245	245	245
Base Capacity (vph)	1443	1454	597	1521	1113	638	983	1670	1030	981	1793	886
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.05	0.06	0.01	0.29	0.04	0.18	0.00	0.27	0.52	0.27	0.30	0.04
Intersection Summary												

The Plaza at Blue Oaks
1: Fiddymment Road & Blue Oaks Boulevard

Existing Plus Project Conditions

AM Peak

												
Movement	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBU	SBL
Lane Configurations												
Traffic Volume (veh/h)	50	62	4	21	402	47	111	3	411	490	22	169
Future Volume (veh/h)	50	62	4	21	402	47	111	3	411	490	22	169
Number	7	4	14		3	8	18	5	2	12		1
Initial Q (Qb), veh	0	0	0		0	0	0	0	0	0		0
Ped-Bike Adj(A_pbT)	1.00		1.00		1.00		1.00	1.00		1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00		1.00	1.00	1.00	1.00	1.00	1.00		1.00
Adj Sat Flow, veh/h/ln	1863	1863	1863		1863	1863	1863	1863	1863	1863		1863
Adj Flow Rate, veh/h	67	83	5		423	49	117	3	452	538		238
Adj No. of Lanes	2	3	1		2	2	1	2	2	1		2
Peak Hour Factor	0.75	0.75	0.75		0.95	0.95	0.95	0.91	0.91	0.91		0.71
Percent Heavy Veh, %	2	2	2		2	2	2	2	2	2		2
Cap, veh/h	379	387	121		546	351	157	870	1384	619		393
Arrive On Green	0.11	0.08	0.08		0.16	0.10	0.10	0.25	0.39	0.39		0.11
Sat Flow, veh/h	3442	5085	1583		3442	3539	1583	3442	3539	1583		3442
Grp Volume(v), veh/h	67	83	5		423	49	117	3	452	538		238
Grp Sat Flow(s),veh/h/ln	1721	1695	1583		1721	1770	1583	1721	1770	1583		1721
Q Serve(g_s), s	1.4	1.2	0.1		9.2	1.0	4.1	0.1	7.0	24.6		5.2
Cycle Q Clear(g_c), s	1.4	1.2	0.1		9.2	1.0	4.1	0.1	7.0	24.6		5.2
Prop In Lane	1.00		1.00		1.00		1.00	1.00		1.00		1.00
Lane Grp Cap(c), veh/h	379	387	121		546	351	157	870	1384	619		393
V/C Ratio(X)	0.18	0.21	0.04		0.77	0.14	0.74	0.00	0.33	0.87		0.61
Avail Cap(c_a), veh/h	878	1297	404		1360	993	444	878	1489	666		878
HCM Platoon Ratio	1.00	1.00	1.00		1.00	1.00	1.00	1.00	1.00	1.00		1.00
Upstream Filter(I)	1.00	1.00	1.00		1.00	1.00	1.00	1.00	1.00	1.00		1.00
Uniform Delay (d), s/veh	31.7	34.0	10.4		31.6	32.3	18.4	21.9	16.7	22.0		33.1
Incr Delay (d2), s/veh	0.1	0.4	0.2		0.9	0.3	9.8	0.0	0.3	12.4		0.6
Initial Q Delay(d3),s/veh	0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0		0.0
%ile BackOfQ(50%),veh/ln	0.7	0.6	0.1		4.5	0.5	2.7	0.0	3.4	12.9		2.5
LnGrp Delay(d),s/veh	31.8	34.4	10.5		32.5	32.5	28.2	21.9	16.9	34.4		33.6
LnGrp LOS	C	C	B		C	C	C	C	B	C		C
Approach Vol, veh/h		155				589			993			
Approach Delay, s/veh		32.5				31.7			26.4			
Approach LOS		C				C			C			
Timer	1	2	3	4	5	6	7	8				
Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	12.9	36.7	16.5	12.4	25.8	23.8	15.0	13.8				
Change Period (Y+Rc), s	4.0	6.0	4.0	6.4	6.0	* 6	6.4	* 6				
Max Green Setting (Gmax), s	20.0	33.0	31.0	20.0	20.0	* 33	20.0	* 22				
Max Q Clear Time (g_c+I1), s	7.2	26.6	11.2	3.2	2.1	12.8	3.4	6.1				
Green Ext Time (p_c), s	0.5	4.1	1.2	0.6	8.7	5.0	0.6	0.9				
Intersection Summary												
HCM 2010 Ctrl Delay			29.3									
HCM 2010 LOS			C									
Notes												

The Plaza at Blue Oaks
1: Fiddymment Road & Blue Oaks Boulevard

Existing Plus Project Conditions

AM Peak

	↓	↙
Movement	SBT	SBR
Lane Configurations	↑↑	↑
Traffic Volume (veh/h)	379	23
Future Volume (veh/h)	379	23
Number	6	16
Initial Q (Qb), veh	0	0
Ped-Bike Adj(A_pbT)		1.00
Parking Bus, Adj	1.00	1.00
Adj Sat Flow, veh/h/ln	1863	1863
Adj Flow Rate, veh/h	534	32
Adj No. of Lanes	2	1
Peak Hour Factor	0.71	0.71
Percent Heavy Veh, %	2	2
Cap, veh/h	802	359
Arrive On Green	0.23	0.23
Sat Flow, veh/h	3539	1583
Grp Volume(v), veh/h	534	32
Grp Sat Flow(s),veh/h/ln	1770	1583
Q Serve(g_s), s	10.8	1.3
Cycle Q Clear(g_c), s	10.8	1.3
Prop In Lane		1.00
Lane Grp Cap(c), veh/h	802	359
V/C Ratio(X)	0.67	0.09
Avail Cap(c_a), veh/h	1489	666
HCM Platoon Ratio	1.00	1.00
Upstream Filter(l)	1.00	1.00
Uniform Delay (d), s/veh	27.6	23.9
Incr Delay (d2), s/veh	1.9	0.2
Initial Q Delay(d3),s/veh	0.0	0.0
%ile BackOfQ(50%),veh/ln	5.5	0.6
LnGrp Delay(d),s/veh	29.5	24.1
LnGrp LOS	C	C
Approach Vol, veh/h	804	
Approach Delay, s/veh	30.5	
Approach LOS	C	
Timer		

The Plaza at Blue Oaks
2: Blue Oaks Boulevard

Existing Plus Project Conditions

AM Peak

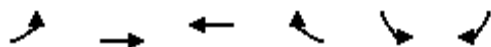
Intersection						
Int Delay, s/veh	0.9					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↑↑↑↑	↑↑↑↑	↗		↗
Traffic Vol, veh/h	0	714	476	81	0	105
Future Vol, veh/h	0	714	476	81	0	105
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	150	-	0
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	776	517	88	0	114
Major/Minor	Major1	Major2		Minor2		
Conflicting Flow All	-	0	-	0	-	259
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	-	-	-	-	7.14
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	-	-	-	-	3.92
Pot Cap-1 Maneuver	0	-	-	-	0	631
Stage 1	0	-	-	-	0	-
Stage 2	0	-	-	-	0	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	-	-	-	-	-	631
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Approach	EB	WB		SB		
HCM Control Delay, s	0	0		12		
HCM LOS	B					
Minor Lane/Major Mvmt	EBT	WBT	WBR	SBLn1		
Capacity (veh/h)	-	-	-	631		
HCM Lane V/C Ratio	-	-	-	0.181		
HCM Control Delay (s)	-	-	-	12		
HCM Lane LOS	-	-	-	B		
HCM 95th %tile O(veh)	-	-	-	0.7		

The Plaza at Blue Oaks
3: Blue Oaks Boulevard & Oak Meadow Drive

Existing Plus Project Conditions

AM Peak

Intersection						
Int Delay, s/veh	0.7					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	30	712	514	39	0	43
Future Vol, veh/h	30	712	514	39	0	43
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	265	-	-	240	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	93	93	70	70
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	33	774	553	42	0	61
Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	553	0	-	0	928	276
Stage 1	-	-	-	-	553	-
Stage 2	-	-	-	-	375	-
Critical Hdwy	5.34	-	-	-	5.74	7.14
Critical Hdwy Stg 1	-	-	-	-	6.64	-
Critical Hdwy Stg 2	-	-	-	-	6.04	-
Follow-up Hdwy	3.12	-	-	-	3.82	3.92
Pot Cap-1 Maneuver	639	-	-	-	337	615
Stage 1	-	-	-	-	449	-
Stage 2	-	-	-	-	609	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	639	-	-	-	320	615
Mov Cap-2 Maneuver	-	-	-	-	320	-
Stage 1	-	-	-	-	449	-
Stage 2	-	-	-	-	578	-
Approach	EB		WB		SB	
HCM Control Delay, s	0.4		0		11.5	
HCM LOS	B					
Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	
Capacity (veh/h)	639	-	-	-	615	
HCM Lane V/C Ratio	0.051	-	-	-	0.1	
HCM Control Delay (s)	10.9	-	-	-	11.5	
HCM Lane LOS	B	-	-	-	B	
HCM 95th %tile Q(veh)	0.2	-	-	-	0.3	



Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Lane Group Flow (vph)	4	797	470	25	98	13
v/c Ratio	0.01	0.23	0.14	0.02	0.21	0.03
Control Delay	13.8	3.5	5.2	3.7	14.3	7.6
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	13.8	3.5	5.2	3.7	14.3	7.6
Queue Length 50th (ft)	1	24	13	0	19	0
Queue Length 95th (ft)	7	35	44	10	43	8
Internal Link Dist (ft)		333	430		493	
Turn Bay Length (ft)	230			245		240
Base Capacity (vph)	959	5085	5085	1583	959	863
Starvation Cap Reductn	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0
Reduced v/c Ratio	0.00	0.16	0.09	0.02	0.10	0.02
Intersection Summary						

The Plaza at Blue Oaks
4: Blue Oaks & Orchard View

Existing Plus Project Conditions

AM Peak

								
Movement	EBL	EBT	WBT	WBR	SBL	SBR		
Lane Configurations								
Traffic Volume (veh/h)	4	725	437	23	78	10		
Future Volume (veh/h)	4	725	437	23	78	10		
Number	7	4	8	18	1	16		
Initial Q (Qb), veh	0	0	0	0	0	0		
Ped-Bike Adj(A_pbT)	1.00			1.00	1.00	1.00		
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00		
Adj Sat Flow, veh/h/ln	1863	1863	1863	1863	1863	1863		
Adj Flow Rate, veh/h	4	797	470	25	98	12		
Adj No. of Lanes	1	3	3	1	1	1		
Peak Hour Factor	0.91	0.91	0.93	0.93	0.80	0.80		
Percent Heavy Veh, %	2	2	2	2	2	2		
Cap, veh/h	62	3281	2691	838	341	304		
Arrive On Green	0.03	0.65	0.53	0.53	0.19	0.19		
Sat Flow, veh/h	1774	5253	5253	1583	1774	1583		
Grp Volume(v), veh/h	4	797	470	25	98	12		
Grp Sat Flow(s),veh/h/ln	1774	1695	1695	1583	1774	1583		
Q Serve(g_s), s	0.1	2.4	1.8	0.3	1.7	0.2		
Cycle Q Clear(g_c), s	0.1	2.4	1.8	0.3	1.7	0.2		
Prop In Lane	1.00			1.00	1.00	1.00		
Lane Grp Cap(c), veh/h	62	3281	2691	838	341	304		
V/C Ratio(X)	0.06	0.24	0.17	0.03	0.29	0.04		
Avail Cap(c_a), veh/h	1010	6618	6618	2060	1010	901		
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00		
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00		
Uniform Delay (d), s/veh	17.2	2.8	4.5	4.2	12.7	12.1		
Incr Delay (d2), s/veh	0.2	0.1	0.0	0.0	0.2	0.0		
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0		
%ile BackOfQ(50%),veh/ln	0.0	1.1	0.8	0.1	0.9	0.2		
LnGrp Delay(d),s/veh	17.4	2.8	4.5	4.2	12.9	12.2		
LnGrp LOS	B	A	A	A	B	B		
Approach Vol, veh/h		801	495		110			
Approach Delay, s/veh		2.9	4.5		12.8			
Approach LOS		A	A		B			
Timer	1	2	3	4	5	6	7	8
Assigned Phs				4		6	7	8
Phs Duration (G+Y+Rc), s				26.8		10.1	4.3	22.5
Change Period (Y+Rc), s				6.0		4.0	4.0	6.0
Max Green Setting (Gmax), s				45.0		20.0	20.0	45.0
Max Q Clear Time (g_c+I1), s				4.4		3.7	2.1	3.8
Green Ext Time (p_c), s				12.7		0.2	0.0	12.8
Intersection Summary								
HCM 2010 Ctrl Delay			4.2					
HCM 2010 LOS			A					
Notes								

The Plaza at Blue Oaks
5: Fiddymment Road

Existing Plus Project Conditions

AM Peak

Intersection

Int Delay, s/veh 1.1

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	0	118	438	156	0	571
Future Vol, veh/h	0	118	438	156	0	571
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	-	0	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	128	476	170	0	621

Major/Minor	Minor1	Major1	Major2
Conflicting Flow All	-	323	0
Stage 1	-	-	-
Stage 2	-	-	-
Critical Hdwy	-	6.94	-
Critical Hdwy Stg 1	-	-	-
Critical Hdwy Stg 2	-	-	-
Follow-up Hdwy	-	3.32	-
Pot Cap-1 Maneuver	0	673	-
Stage 1	0	-	-
Stage 2	0	-	-
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	-	673	-
Mov Cap-2 Maneuver	-	-	-
Stage 1	-	-	-
Stage 2	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	11.6	0	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBT
Capacity (veh/h)	-	- 673	-
HCM Lane V/C Ratio	-	- 0.191	-
HCM Control Delay (s)	-	- 11.6	-
HCM Lane LOS	-	- B	-
HCM 95th %tile Q(veh)	-	- 0.7	-

The Plaza at Blue Oaks
6: Fiddymment Road & Harvey Way

Existing Plus Project Conditions

AM Peak

Intersection												
Int Delay, s/veh	8.1											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕↕			↕	↕	↕	↕↕	↕	↕	↕↕	↕
Traffic Vol, veh/h	0	0	0	71	0	22	0	513	8	96	522	0
Future Vol, veh/h	0	0	0	71	0	22	0	513	8	96	522	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	235	205	-	220	250	-	180
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	90	90	90	70	70	70	88	88	88	70	70	70
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	0	0	0	101	0	31	0	583	9	137	746	0
Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	1311	1603	373	1230	1603	291	746	0	0	583	0	0
Stage 1	1020	1020	-	583	583	-	-	-	-	-	-	-
Stage 2	291	583	-	647	1020	-	-	-	-	-	-	-
Critical Hdwy	7.54	6.54	6.94	7.54	6.54	6.94	4.14	-	-	4.14	-	-
Critical Hdwy Stg 1	6.54	5.54	-	6.54	5.54	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.54	5.54	-	6.54	5.54	-	-	-	-	-	-	-
Follow-up Hdwy	3.52	4.02	3.32	3.52	4.02	3.32	2.22	-	-	2.22	-	-
Pot Cap-1 Maneuver	116	105	624	134	105	706	858	-	-	987	-	-
Stage 1	253	312	-	465	497	-	-	-	-	-	-	-
Stage 2	693	497	-	426	312	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	99	90	624	120	90	706	858	-	-	987	-	-
Mov Cap-2 Maneuver	99	90	-	120	90	-	-	-	-	-	-	-
Stage 1	253	269	-	465	497	-	-	-	-	-	-	-
Stage 2	662	497	-	367	269	-	-	-	-	-	-	-
Approach	EB		WB		NB		SB					
HCM Control Delay, s	0		88.3		0		1.4					
HCM LOS	A		F									
Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1WBLn2	SBL	SBT	SBR					
Capacity (veh/h)	858	-	-	- 120 706 987	-	-	-					
HCM Lane V/C Ratio	-	-	-	- 0.845 0.045 0.139	-	-	-					
HCM Control Delay (s)	0	-	-	0 112.5 10.3 9.2	-	-	-					
HCM Lane LOS	A	-	-	A F B A	-	-	-					
HCM 95th %tile O(veh)	0	-	-	- 5.1 0.1 0.5	-	-	-					

The Plaza at Blue Oaks
7: Harvey Way

Existing Plus Project Conditions

AM Peak

Intersection						
Int Delay, s/veh	2.9					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	20	84	0	31	62	0
Future Vol, veh/h	20	84	0	31	62	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	22	91	0	34	67	0
Major/Minor	Major1	Major2		Minor1		
Conflicting Flow All	0	0	113	0	101	67
Stage 1	-	-	-	-	67	-
Stage 2	-	-	-	-	34	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1476	-	898	997
Stage 1	-	-	-	-	956	-
Stage 2	-	-	-	-	988	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1476	-	898	997
Mov Cap-2 Maneuver	-	-	-	-	898	-
Stage 1	-	-	-	-	956	-
Stage 2	-	-	-	-	988	-
Approach	EB	WB		NB		
HCM Control Delay, s	0	0		9.3		
HCM LOS				A		
Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT	
Capacity (veh/h)	898	-	-	1476	-	
HCM Lane V/C Ratio	0.075	-	-	-	-	
HCM Control Delay (s)	9.3	-	-	0	-	
HCM Lane LOS	A	-	-	A	-	
HCM 95th %tile Q(veh)	0.2	-	-	0	-	

The Plaza at Blue Oaks
8: Oak Meadow Road & Harvey Way

Existing Plus Project Conditions

AM Peak

Intersection						
Int Delay, s/veh	3.1					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	20	0	2	31	0	27
Future Vol, veh/h	20	0	2	31	0	27
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	70	70	70	70	70	70
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	29	0	3	44	0	39
Major/Minor	Major1	Major2		Minor1		
Conflicting Flow All	0	0	29	0	79	29
Stage 1	-	-	-	-	29	-
Stage 2	-	-	-	-	50	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1584	-	924	1046
Stage 1	-	-	-	-	994	-
Stage 2	-	-	-	-	972	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1584	-	922	1046
Mov Cap-2 Maneuver	-	-	-	-	922	-
Stage 1	-	-	-	-	994	-
Stage 2	-	-	-	-	970	-
Approach	EB	WB		NB		
HCM Control Delay, s	0	0.4		8.6		
HCM LOS	A					
Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT	
Capacity (veh/h)	1046	-	-	1584	-	
HCM Lane V/C Ratio	0.037	-	-	0.002	-	
HCM Control Delay (s)	8.6	-	-	7.3	0	
HCM Lane LOS	A	-	-	A	A	
HCM 95th %tile Q(veh)	0.1	-	-	0	-	

The Plaza at Blue Oaks
9: Orchard View Road & Harvey Way

Existing Plus Project Conditions

AM Peak

Intersection												
Int Delay, s/veh	6.7											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	1	12	30	26	16	0	10	3	10	1	19	3
Future Vol, veh/h	1	12	30	26	16	0	10	3	10	1	19	3
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	70	70	70	75	75	75	82	82	82	70	70	70
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	1	17	43	35	21	0	12	4	12	1	27	4
Major/Minor	Minor2		Minor1			Major1			Major2			
Conflicting Flow All	77	72	29	96	68	10	31	0	0	16	0	0
Stage 1	32	32	-	34	34	-	-	-	-	-	-	-
Stage 2	45	40	-	62	34	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	912	818	1046	887	823	1071	1582	-	-	1602	-	-
Stage 1	984	868	-	982	867	-	-	-	-	-	-	-
Stage 2	969	862	-	949	867	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	888	811	1046	831	816	1071	1582	-	-	1602	-	-
Mov Cap-2 Maneuver	888	811	-	831	816	-	-	-	-	-	-	-
Stage 1	976	867	-	974	860	-	-	-	-	-	-	-
Stage 2	937	855	-	891	866	-	-	-	-	-	-	-
Approach	EB		WB			NB			SB			
HCM Control Delay, s	9		9.7			3.2			0.3			
HCM LOS	A		A									
Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR				
Capacity (veh/h)	1582	-	-	964	825	1602	-	-				
HCM Lane V/C Ratio	0.008	-	-	0.064	0.068	0.001	-	-				
HCM Control Delay (s)	7.3	0	-	9	9.7	7.2	0	-				
HCM Lane LOS	A	A	-	A	A	A	A	-				
HCM 95th %tile O(veh)	0	-	-	0.2	0.2	0	-	-				

The Plaza at Blue Oaks
10: Oak Meadow Drive/Oak Meadow Road

Existing Plus Project Conditions

AM Peak

Intersection						
Int Delay, s/veh	6.3					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	10	36	51	18	8	0
Future Vol, veh/h	10	36	51	18	8	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	11	39	55	20	9	0
Major/Minor	Minor2	Major1		Major2		
Conflicting Flow All	139	9	9	0	-	0
Stage 1	9	-	-	-	-	-
Stage 2	130	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	854	1073	1611	-	-	-
Stage 1	1014	-	-	-	-	-
Stage 2	896	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	824	1073	1611	-	-	-
Mov Cap-2 Maneuver	824	-	-	-	-	-
Stage 1	1014	-	-	-	-	-
Stage 2	865	-	-	-	-	-
Approach	EB	NB		SB		
HCM Control Delay, s	8.8	5.4		0		
HCM LOS	A					
Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR	
Capacity (veh/h)	1611	-	1007	-	-	
HCM Lane V/C Ratio	0.034	-	0.05	-	-	
HCM Control Delay (s)	7.3	0	8.8	-	-	
HCM Lane LOS	A	A	A	-	-	
HCM 95th %tile Q(veh)	0.1	-	0.2	-	-	

The Plaza at Blue Oaks
1: Fiddymment Road & Blue Oaks Boulevard

Existing Plus Project Conditions

PM Peak

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Group Flow (vph)	30	59	9	747	109	204	5	490	484	166	449	18
v/c Ratio	0.05	0.12	0.03	0.77	0.12	0.36	0.01	0.48	0.60	0.39	0.30	0.02
Control Delay	30.4	41.6	0.1	34.4	31.5	8.2	36.8	27.4	6.1	41.5	21.0	0.1
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	30.4	41.6	0.1	34.4	31.5	8.2	36.8	27.4	6.1	41.5	21.0	0.1
Queue Length 50th (ft)	7	10	0	188	17	0	1	113	0	43	78	0
Queue Length 95th (ft)	20	28	0	300	61	64	6	180	64	87	188	0
Internal Link Dist (ft)		462			502			709			365	
Turn Bay Length (ft)	235		235	235			245		245	245		245
Base Capacity (vph)	1284	1294	553	1354	1195	670	874	1486	945	874	1600	808
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.02	0.05	0.02	0.55	0.09	0.30	0.01	0.33	0.51	0.19	0.28	0.02
Intersection Summary												

The Plaza at Blue Oaks
1: Fiddymment Road & Blue Oaks Boulevard

Existing Plus Project Conditions

PM Peak

												
Movement	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBU	SBL
Lane Configurations												
Traffic Volume (veh/h)	28	54	8	35	652	100	188	4	431	426	29	126
Future Volume (veh/h)	28	54	8	35	652	100	188	4	431	426	29	126
Number	7	4	14		3	8	18	5	2	12		1
Initial Q (Qb), veh	0	0	0		0	0	0	0	0	0		0
Ped-Bike Adj(A_pbT)	1.00		1.00		1.00		1.00	1.00		1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00		1.00	1.00	1.00	1.00	1.00	1.00		1.00
Adj Sat Flow, veh/h/ln	1863	1863	1863		1863	1863	1863	1863	1863	1863		1863
Adj Flow Rate, veh/h	30	59	9		709	109	204	5	490	484		135
Adj No. of Lanes	2	3	1		2	2	1	2	2	1		2
Peak Hour Factor	0.92	0.92	0.92		0.92	0.92	0.92	0.88	0.88	0.88		0.93
Percent Heavy Veh, %	2	2	2		2	2	2	2	2	2		2
Cap, veh/h	506	332	103		833	486	217	837	1255	562		346
Arrive On Green	0.15	0.07	0.07		0.24	0.14	0.14	0.24	0.35	0.35		0.10
Sat Flow, veh/h	3442	5085	1583		3442	3539	1583	3442	3539	1583		3442
Grp Volume(v), veh/h	30	59	9		709	109	204	5	490	484		135
Grp Sat Flow(s),veh/h/ln	1721	1695	1583		1721	1770	1583	1721	1770	1583		1721
Q Serve(g_s), s	0.6	0.9	0.3		16.9	2.4	8.2	0.1	8.9	24.4		3.2
Cycle Q Clear(g_c), s	0.6	0.9	0.3		16.9	2.4	8.2	0.1	8.9	24.4		3.2
Prop In Lane	1.00		1.00		1.00		1.00	1.00		1.00		1.00
Lane Grp Cap(c), veh/h	506	332	103		833	486	217	837	1255	562		346
V/C Ratio(X)	0.06	0.18	0.09		0.85	0.22	0.94	0.01	0.39	0.86		0.39
Avail Cap(c_a), veh/h	801	1183	368		1241	906	405	837	1358	608		801
HCM Platoon Ratio	1.00	1.00	1.00		1.00	1.00	1.00	1.00	1.00	1.00		1.00
Upstream Filter(I)	1.00	1.00	1.00		1.00	1.00	1.00	1.00	1.00	1.00		1.00
Uniform Delay (d), s/veh	31.6	38.0	12.9		31.1	33.0	20.6	24.7	20.8	25.8		36.2
Incr Delay (d2), s/veh	0.0	0.3	0.5		2.5	0.3	22.5	0.0	0.4	12.7		0.3
Initial Q Delay(d3),s/veh	0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0		0.0
%ile BackOfQ(50%),veh/ln	0.3	0.5	0.1		8.3	1.2	5.0	0.0	4.4	12.5		1.5
LnGrp Delay(d),s/veh	31.6	38.3	13.4		33.6	33.4	43.1	24.7	21.2	38.5		36.5
LnGrp LOS	C	D	B		C	C	D	C	C	D		D
Approach Vol, veh/h		98				1022			979			
Approach Delay, s/veh		34.0				35.5			29.7			
Approach LOS		C				D			C			
Timer	1	2	3	4	5	6	7	8				
Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	12.6	36.5	24.8	12.0	26.9	22.2	19.0	17.8				
Change Period (Y+Rc), s	4.0	6.0	4.0	6.4	6.0	* 6	6.4	* 6				
Max Green Setting (Gmax), s	20.0	33.0	31.0	20.0	20.0	* 33	20.0	* 22				
Max Q Clear Time (g_c+I1), s	5.2	26.4	18.9	2.9	2.1	12.1	2.6	10.2				
Green Ext Time (p_c), s	0.3	4.1	1.9	0.3	8.4	4.1	0.3	1.6				
Intersection Summary												
HCM 2010 Ctrl Delay			33.2									
HCM 2010 LOS			C									
Notes												

The Plaza at Blue Oaks
1: Fiddymment Road & Blue Oaks Boulevard

Existing Plus Project Conditions

PM Peak

	↓	↙
Movement	SBT	SBR
Lane Configurations	↑↑	↑
Traffic Volume (veh/h)	418	17
Future Volume (veh/h)	418	17
Number	6	16
Initial Q (Qb), veh	0	0
Ped-Bike Adj(A_pbT)		1.00
Parking Bus, Adj	1.00	1.00
Adj Sat Flow, veh/h/ln	1863	1863
Adj Flow Rate, veh/h	449	18
Adj No. of Lanes	2	1
Peak Hour Factor	0.93	0.93
Percent Heavy Veh, %	2	2
Cap, veh/h	668	299
Arrive On Green	0.19	0.19
Sat Flow, veh/h	3539	1583
Grp Volume(v), veh/h	449	18
Grp Sat Flow(s),veh/h/ln	1770	1583
Q Serve(g_s), s	10.1	0.8
Cycle Q Clear(g_c), s	10.1	0.8
Prop In Lane		1.00
Lane Grp Cap(c), veh/h	668	299
V/C Ratio(X)	0.67	0.06
Avail Cap(c_a), veh/h	1358	608
HCM Platoon Ratio	1.00	1.00
Upstream Filter(l)	1.00	1.00
Uniform Delay (d), s/veh	32.4	28.6
Incr Delay (d2), s/veh	2.3	0.2
Initial Q Delay(d3),s/veh	0.0	0.0
%ile BackOfQ(50%),veh/ln	5.1	0.4
LnGrp Delay(d),s/veh	34.7	28.8
LnGrp LOS	C	C
Approach Vol, veh/h	602	
Approach Delay, s/veh	34.9	
Approach LOS	C	
Timer		

The Plaza at Blue Oaks
2: Blue Oaks Boulevard

Existing Plus Project Conditions

PM Peak

Intersection						
Int Delay, s/veh	1.8					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↑↑↑↑	↑↑↑↑	↗		↗
Traffic Vol, veh/h	0	604	799	121	0	175
Future Vol, veh/h	0	604	799	121	0	175
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	150	-	0
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	657	868	132	0	190
Major/Minor	Major1	Major2		Minor2		
Conflicting Flow All	-	0	-	0	-	434
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	-	-	-	-	7.14
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	-	-	-	-	3.92
Pot Cap-1 Maneuver	0	-	-	-	0	487
Stage 1	0	-	-	-	0	-
Stage 2	0	-	-	-	0	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	-	-	-	-	-	487
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Approach	EB	WB		SB		
HCM Control Delay, s	0	0		17.1		
HCM LOS	C					
Minor Lane/Major Mvmt	EBT	WBT	WBR	SBLn1		
Capacity (veh/h)	-	-	-	487		
HCM Lane V/C Ratio	-	-	-	0.391		
HCM Control Delay (s)	-	-	-	17.1		
HCM Lane LOS	-	-	-	C		
HCM 95th %tile O(veh)	-	-	-	1.8		

The Plaza at Blue Oaks
3: Blue Oaks Boulevard & Oak Meadow Drive

Existing Plus Project Conditions

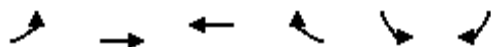
PM Peak

Intersection						
Int Delay, s/veh	1.2					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	38	603	845	54	0	75
Future Vol, veh/h	38	603	845	54	0	75
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	265	-	-	240	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	93	93	70	70
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	41	655	909	58	0	107
Major/Minor	Major1	Major2		Minor2		
Conflicting Flow All	909	0	-	0	1254	454
Stage 1	-	-	-	-	909	-
Stage 2	-	-	-	-	345	-
Critical Hdwy	5.34	-	-	-	5.74	7.14
Critical Hdwy Stg 1	-	-	-	-	6.64	-
Critical Hdwy Stg 2	-	-	-	-	6.04	-
Follow-up Hdwy	3.12	-	-	-	3.82	3.92
Pot Cap-1 Maneuver	433	-	-	-	231	473
Stage 1	-	-	-	-	275	-
Stage 2	-	-	-	-	631	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	433	-	-	-	209	473
Mov Cap-2 Maneuver	-	-	-	-	209	-
Stage 1	-	-	-	-	275	-
Stage 2	-	-	-	-	571	-
Approach	EB	WB		SB		
HCM Control Delay, s	0.8	0		14.8		
HCM LOS	B					
Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	
Capacity (veh/h)	433	-	-	-	473	
HCM Lane V/C Ratio	0.095	-	-	-	0.227	
HCM Control Delay (s)	14.2	-	-	-	14.8	
HCM Lane LOS	B	-	-	-	B	
HCM 95th %tile O(veh)	0.3	-	-	-	0.9	

The Plaza at Blue Oaks
4: Blue Oaks & Orchard View

Existing Plus Project Conditions

PM Peak



Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Lane Group Flow (vph)	6	690	852	68	75	11
v/c Ratio	0.02	0.17	0.22	0.06	0.17	0.03
Control Delay	17.4	2.4	4.1	2.2	16.7	9.9
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	17.4	2.4	4.1	2.2	16.7	9.9
Queue Length 50th (ft)	1	20	26	0	18	0
Queue Length 95th (ft)	9	27	76	15	49	10
Internal Link Dist (ft)		333	430		493	
Turn Bay Length (ft)	230			245		240
Base Capacity (vph)	935	5085	4970	1549	935	841
Starvation Cap Reductn	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0
Reduced v/c Ratio	0.01	0.14	0.17	0.04	0.08	0.01
Intersection Summary						

The Plaza at Blue Oaks
4: Blue Oaks & Orchard View

Existing Plus Project Conditions

PM Peak

								
Movement	EBL	EBT	WBT	WBR	SBL	SBR		
Lane Configurations								
Traffic Volume (veh/h)	5	593	818	65	69	10		
Future Volume (veh/h)	5	593	818	65	69	10		
Number	7	4	8	18	1	16		
Initial Q (Qb), veh	0	0	0	0	0	0		
Ped-Bike Adj(A_pbT)	1.00			1.00	1.00	1.00		
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00		
Adj Sat Flow, veh/h/ln	1863	1863	1863	1863	1863	1863		
Adj Flow Rate, veh/h	6	690	852	68	75	11		
Adj No. of Lanes	1	3	3	1	1	1		
Peak Hour Factor	0.86	0.86	0.96	0.96	0.92	0.92		
Percent Heavy Veh, %	2	2	2	2	2	2		
Cap, veh/h	62	3563	3027	943	281	251		
Arrive On Green	0.03	0.70	0.60	0.60	0.16	0.16		
Sat Flow, veh/h	1774	5253	5253	1583	1774	1583		
Grp Volume(v), veh/h	6	690	852	68	75	11		
Grp Sat Flow(s),veh/h/ln	1774	1695	1695	1583	1774	1583		
Q Serve(g_s), s	0.1	2.0	3.5	0.8	1.6	0.3		
Cycle Q Clear(g_c), s	0.1	2.0	3.5	0.8	1.6	0.3		
Prop In Lane	1.00			1.00	1.00	1.00		
Lane Grp Cap(c), veh/h	62	3563	3027	943	281	251		
V/C Ratio(X)	0.10	0.19	0.28	0.07	0.27	0.04		
Avail Cap(c_a), veh/h	875	5735	5735	1786	875	781		
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00		
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00		
Uniform Delay (d), s/veh	19.9	2.2	4.2	3.6	15.7	15.2		
Incr Delay (d2), s/veh	0.3	0.0	0.1	0.0	0.2	0.0		
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0		
%ile BackOfQ(50%),veh/ln	0.1	0.9	1.6	0.4	0.8	0.2		
LnGrp Delay(d),s/veh	20.1	2.2	4.3	3.7	15.9	15.2		
LnGrp LOS	C	A	A	A	B	B		
Approach Vol, veh/h		696	920		86			
Approach Delay, s/veh		2.4	4.2		15.8			
Approach LOS		A	A		B			
Timer	1	2	3	4	5	6	7	8
Assigned Phs				4		6	7	8
Phs Duration (G+Y+Rc), s				32.8		9.7	4.5	28.3
Change Period (Y+Rc), s				6.0		4.0	4.0	6.0
Max Green Setting (Gmax), s				45.0		20.0	20.0	45.0
Max Q Clear Time (g_c+I1), s				4.0		3.6	2.1	5.5
Green Ext Time (p_c), s				17.1		0.1	0.0	16.9
Intersection Summary								
HCM 2010 Ctrl Delay			4.1					
HCM 2010 LOS			A					
Notes								

The Plaza at Blue Oaks
5: Fiddymment Road

Existing Plus Project Conditions

PM Peak

Intersection

Int Delay, s/veh 1.9

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	0	195	443	233	0	561
Future Vol, veh/h	0	195	443	233	0	561
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	-	0	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	212	482	253	0	610

Major/Minor	Minor1	Major1	Major2
Conflicting Flow All	-	367	0
Stage 1	-	-	-
Stage 2	-	-	-
Critical Hdwy	-	6.94	-
Critical Hdwy Stg 1	-	-	-
Critical Hdwy Stg 2	-	-	-
Follow-up Hdwy	-	3.32	-
Pot Cap-1 Maneuver	0	630	-
Stage 1	0	-	-
Stage 2	0	-	-
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	-	630	-
Mov Cap-2 Maneuver	-	-	-
Stage 1	-	-	-
Stage 2	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	13.6	0	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBT
Capacity (veh/h)	-	- 630	-
HCM Lane V/C Ratio	-	- 0.336	-
HCM Control Delay (s)	-	- 13.6	-
HCM Lane LOS	-	- B	-
HCM 95th %tile Q(veh)	-	- 1.5	-

The Plaza at Blue Oaks
6: Fiddymment Road & Harvey Way

Existing Plus Project Conditions

PM Peak

Intersection												
Int Delay, s/veh	31.9											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕	↕	↕	↕	↕	↕	↕	↕
Traffic Vol, veh/h	0	0	0	108	0	9	0	569	10	144	482	0
Future Vol, veh/h	0	0	0	108	0	9	0	569	10	144	482	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	235	205	-	220	250	-	180
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	90	90	90	70	70	70	81	81	81	93	93	93
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	0	0	0	154	0	13	0	702	12	155	518	0
Major/Minor	Minor2		Minor1			Major1			Major2			
Conflicting Flow All	1179	1530	259	1271	1530	351	518	0	0	702	0	0
Stage 1	828	828	-	702	702	-	-	-	-	-	-	-
Stage 2	351	702	-	569	828	-	-	-	-	-	-	-
Critical Hdwy	7.54	6.54	6.94	7.54	6.54	6.94	4.14	-	-	4.14	-	-
Critical Hdwy Stg 1	6.54	5.54	-	6.54	5.54	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.54	5.54	-	6.54	5.54	-	-	-	-	-	-	-
Follow-up Hdwy	3.52	4.02	3.32	3.52	4.02	3.32	2.22	-	-	2.22	-	-
Pot Cap-1 Maneuver	146	116	740	~ 125	116	645	1044	-	-	891	-	-
Stage 1	332	384	-	395	439	-	-	-	-	-	-	-
Stage 2	639	439	-	474	384	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	124	96	740	~ 108	96	645	1044	-	-	891	-	-
Mov Cap-2 Maneuver	124	96	-	~ 108	96	-	-	-	-	-	-	-
Stage 1	332	317	-	395	439	-	-	-	-	-	-	-
Stage 2	626	439	-	392	317	-	-	-	-	-	-	-
Approach	EB		WB			NB			SB			
HCM Control Delay, s	0		287.1			0			2.3			
HCM LOS	A		F									
Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	WBLn2	SBL	SBT	SBR			
Capacity (veh/h)	1044	-	-	-	108	645	891	-	-			
HCM Lane V/C Ratio	-	-	-	-	1.429	0.02	0.174	-	-			
HCM Control Delay (s)	0	-	-	0	310.1	10.7	9.9	-	-			
HCM Lane LOS	A	-	-	A	F	B	A	-	-			
HCM 95th %tile Q(veh)	0	-	-	-	11	0.1	0.6	-	-			
Notes												
~: Volume exceeds capacity		\$: Delay exceeds 300s		+: Computation Not Defined				*: All major volume in platoon				

Intersection

Int Delay, s/veh 3.7

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	23	131	0	15	102	0
Future Vol, veh/h	23	131	0	15	102	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	25	142	0	16	111	0

Major/Minor	Major1	Major2	Minor1
Conflicting Flow All	0	0	167
Stage 1	-	-	-
Stage 2	-	-	-
Critical Hdwy	-	-	4.12
Critical Hdwy Stg 1	-	-	-
Critical Hdwy Stg 2	-	-	-
Follow-up Hdwy	-	-	2.218
Pot Cap-1 Maneuver	-	-	1411
Stage 1	-	-	-
Stage 2	-	-	-
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	-	-	1411
Mov Cap-2 Maneuver	-	-	-
Stage 1	-	-	-
Stage 2	-	-	-

Approach	EB	WB	NB
HCM Control Delay, s	0	0	9.7
HCM LOS			A

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	885	-	-	1411	-
HCM Lane V/C Ratio	0.125	-	-	-	-
HCM Control Delay (s)	9.7	-	-	0	-
HCM Lane LOS	A	-	-	A	-
HCM 95th %tile Q(veh)	0.4	-	-	0	-

The Plaza at Blue Oaks
8: Oak Meadow Road & Harvey Way

Existing Plus Project Conditions

PM Peak

Intersection						
Int Delay, s/veh	4.7					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	23	0	7	14	1	37
Future Vol, veh/h	23	0	7	14	1	37
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	72	72	70	70	70	70
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	32	0	10	20	1	53
Major/Minor	Major1	Major2		Minor1		
Conflicting Flow All	0	0	32	0	72	32
Stage 1	-	-	-	-	32	-
Stage 2	-	-	-	-	40	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1580	-	932	1042
Stage 1	-	-	-	-	991	-
Stage 2	-	-	-	-	982	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1580	-	926	1042
Mov Cap-2 Maneuver	-	-	-	-	926	-
Stage 1	-	-	-	-	991	-
Stage 2	-	-	-	-	976	-
Approach	EB	WB		NB		
HCM Control Delay, s	0	2.4		8.7		
HCM LOS	A					
Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT	
Capacity (veh/h)	1039	-	-	1580	-	
HCM Lane V/C Ratio	0.052	-	-	0.006	-	
HCM Control Delay (s)	8.7	-	-	7.3	0	
HCM Lane LOS	A	-	-	A	A	
HCM 95th %tile Q(veh)	0.2	-	-	0	-	

The Plaza at Blue Oaks
9: Orchard View Road & Harvey Way

Existing Plus Project Conditions

PM Peak

Intersection												
Int Delay, s/veh	5.9											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	5	10	46	20	2	1	24	4	34	0	11	2
Future Vol, veh/h	5	10	46	20	2	1	24	4	34	0	11	2
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	84	84	84	70	70	70	78	78	78	70	70	70
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	6	12	55	29	3	1	31	5	44	0	16	3
Major/Minor	Minor2		Minor1			Major1			Major2			
Conflicting Flow All	108	127	17	138	107	27	19	0	0	49	0	0
Stage 1	17	17	-	88	88	-	-	-	-	-	-	-
Stage 2	91	110	-	50	19	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	871	764	1062	833	783	1048	1597	-	-	1558	-	-
Stage 1	1002	881	-	920	822	-	-	-	-	-	-	-
Stage 2	916	804	-	963	880	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	854	749	1062	769	767	1048	1597	-	-	1558	-	-
Mov Cap-2 Maneuver	854	749	-	769	767	-	-	-	-	-	-	-
Stage 1	982	881	-	902	806	-	-	-	-	-	-	-
Stage 2	893	788	-	901	880	-	-	-	-	-	-	-
Approach	EB		WB			NB			SB			
HCM Control Delay, s	9		9.8			2.8			0			
HCM LOS	A		A									
Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR				
Capacity (veh/h)	1597	-	-	976	778	1558	-	-				
HCM Lane V/C Ratio	0.019	-	-	0.074	0.042	-	-	-				
HCM Control Delay (s)	7.3	0	-	9	9.8	0	-	-				
HCM Lane LOS	A	A	-	A	A	A	-	-				
HCM 95th %tile O(veh)	0.1	-	-	0.2	0.1	0	-	-				

The Plaza at Blue Oaks
10: Oak Meadow Drive/Oak Meadow Road

Existing Plus Project Conditions

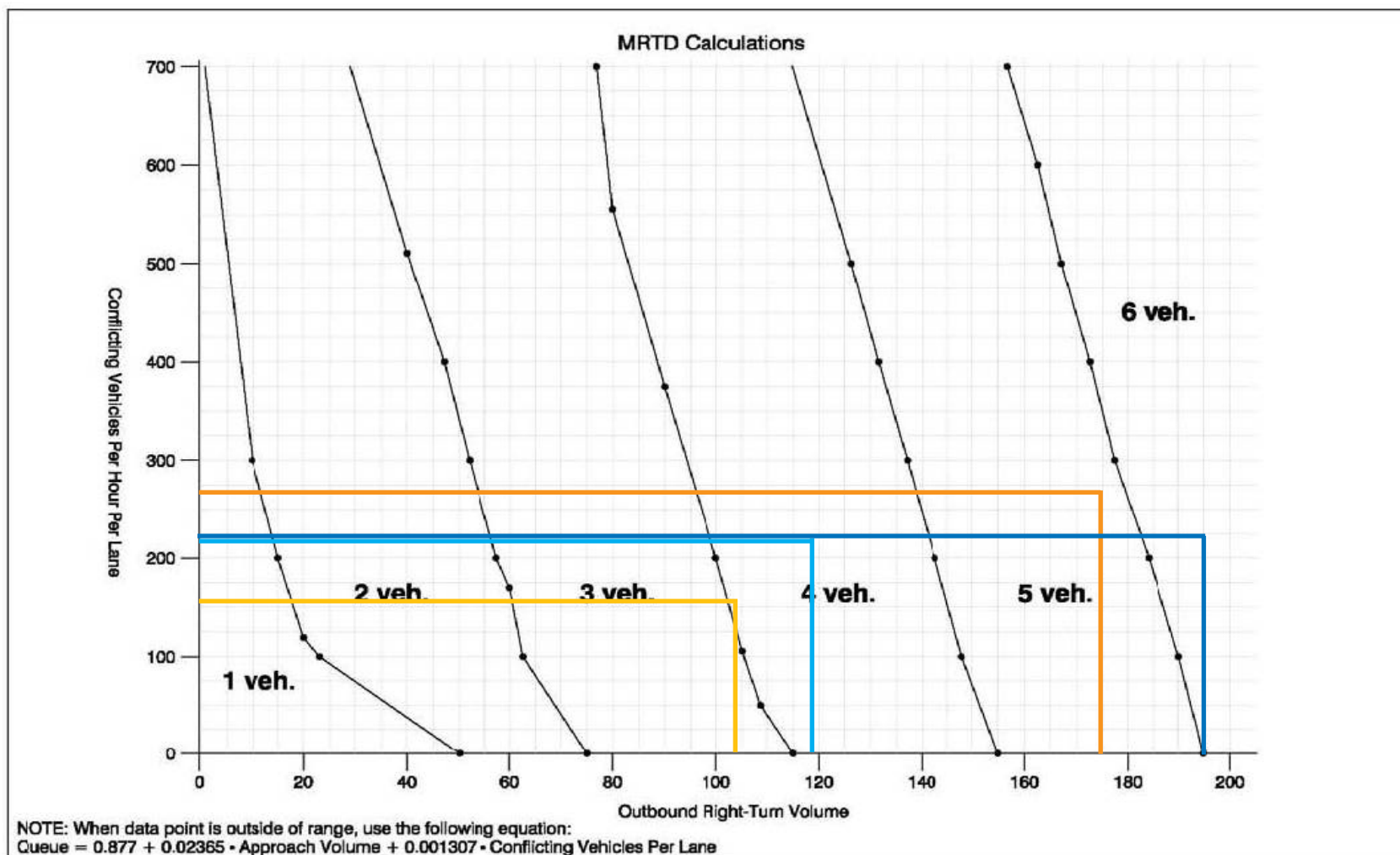
PM Peak

Intersection						
Int Delay, s/veh	6.7					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	18	59	73	19	16	0
Future Vol, veh/h	18	59	73	19	16	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	20	64	79	21	17	0
Major/Minor	Minor2	Major1		Major2		
Conflicting Flow All	196	17	17	0	-	0
Stage 1	17	-	-	-	-	-
Stage 2	179	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	793	1062	1600	-	-	-
Stage 1	1006	-	-	-	-	-
Stage 2	852	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	753	1062	1600	-	-	-
Mov Cap-2 Maneuver	753	-	-	-	-	-
Stage 1	1006	-	-	-	-	-
Stage 2	809	-	-	-	-	-
Approach	EB	NB		SB		
HCM Control Delay, s	9.1	5.8		0		
HCM LOS	A					
Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR	
Capacity (veh/h)	1600	-	969	-	-	
HCM Lane V/C Ratio	0.05	-	0.086	-	-	
HCM Control Delay (s)	7.4	0	9.1	-	-	
HCM Lane LOS	A	A	A	-	-	
HCM 95th %tile Q(veh)	0.2	-	0.3	-	-	

Attachment C

Minimum Required Throat Depth (MRTD) Analysis Worksheet

Exhibit 4-2
Minimum Required Throat Depth
For Right-Turn Only Movements



LEGEND

Project Driveway #2	Project Driveway #5
AM Volumes	AM Volumes
PM Volumes	PM Volumes

PRELIMINARY SITE PLAN - ALT 4.2

THE PLAZA AT BLUE OAKS

1950 BLUE OAKS BLVD
FIDDYMENT F-31
ROSEVILLE, CA

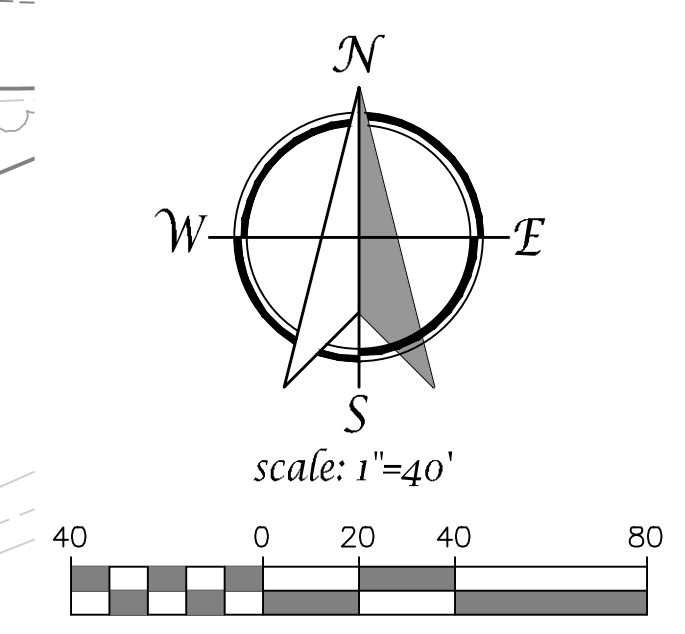
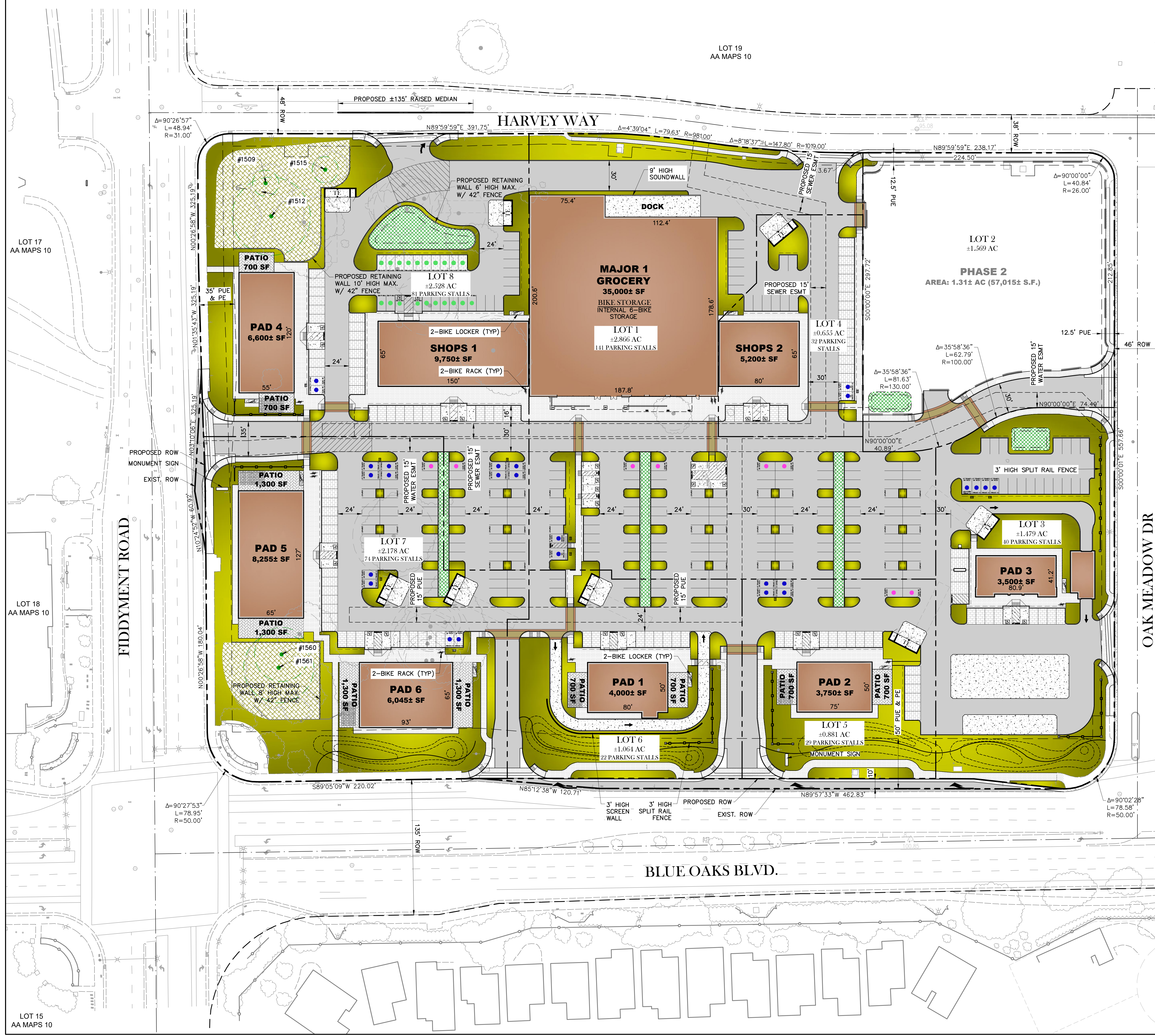
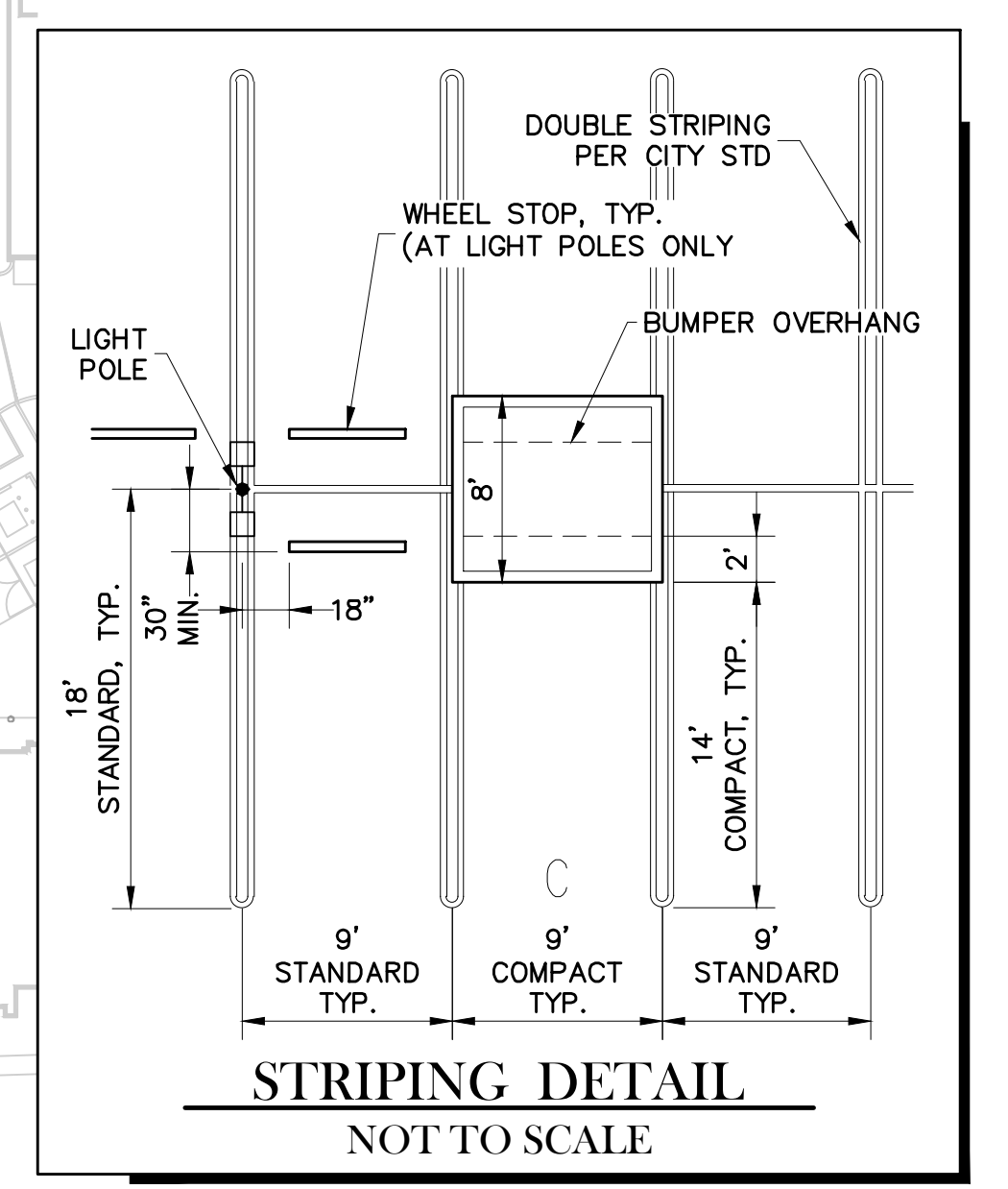
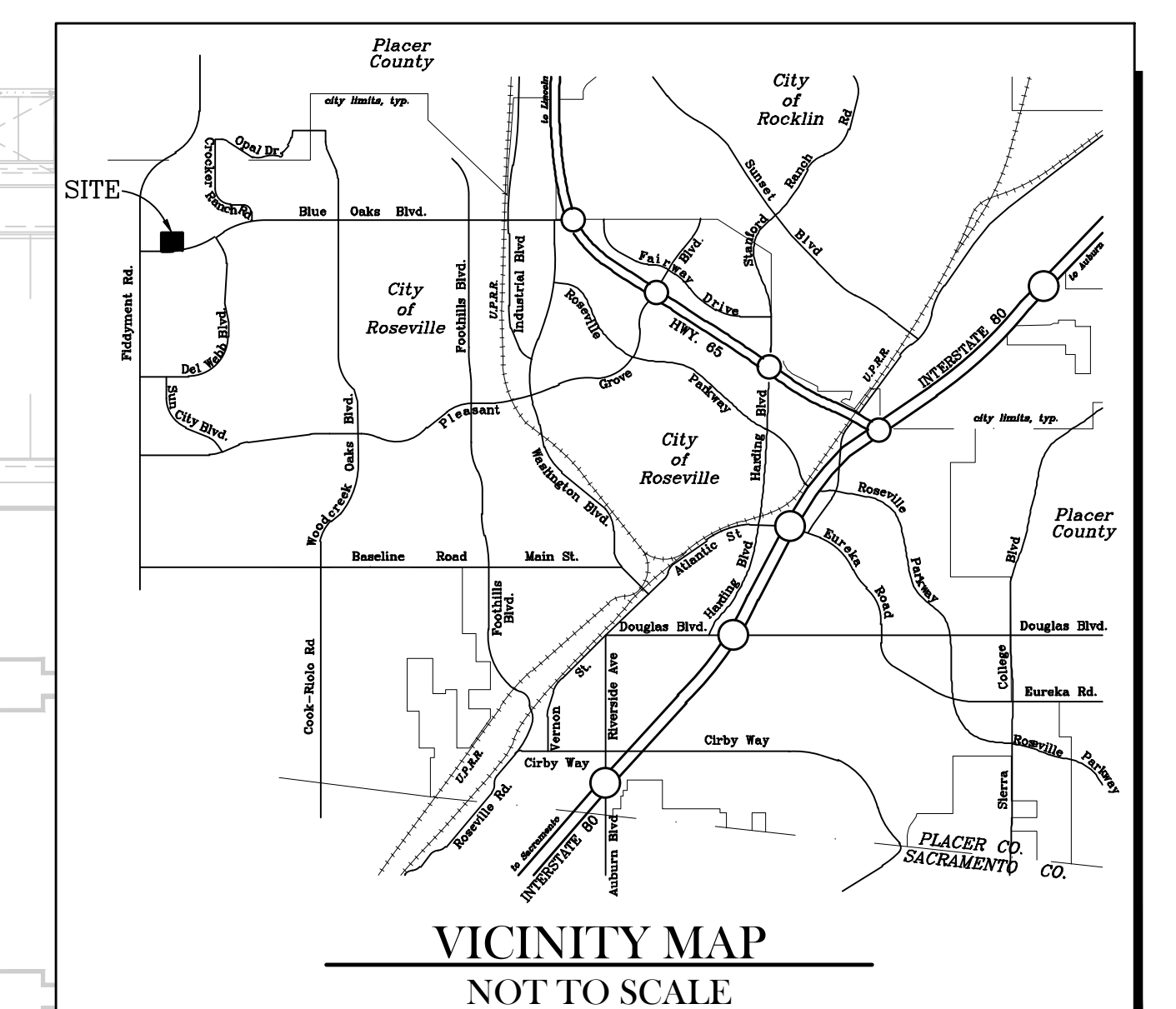
SITE LEGEND	
	ASPHALT PAVEMENT
	PERVIOUS PAVEMENT
	LANDSCAPE AREA
	NATIVE LANDSCAPE AREA
	BUILDING AREA
	CONCRETE SIDEWALK
	ENHANCED PAVEMENT
	BIORETENTION BASIN

CC EXHIBIT B

BUILDING SUMMARY	
OWNER WEST ROSEVILLE DEVELOPMENT CO. 4670 WILLOW ROAD, SUITE 200 PLEASANTON, CA 94588 ATTN: JOE ZAWODSKI jezawodski@hotmail.com	
APPLICANT/DEVELOPER FIDDYMENT F-31 RETAIL, LLC 4670 WILLOW ROAD, SUITE 200 PLEASANTON, CA 94588 ATTN: JOE ZAWODSKI jezawodski@hotmail.com	
ENGINEER TSD ENGINEERING, INC. 785 ORCHARD DRIVE, SUITE 110 FOLSOM, CA 95630 ATTN: CASEY FEICKERT cfeickert@tsdeng.com	
ASSESSORS PARCEL NO. & AREA APN: 017-117-093 AREA: ±13.35 AC	
PROPOSED LOT 1 AREA: ±2.866 AC	
PROPOSED LOT 2 AREA: ±1.569 AC	
PROPOSED LOT 3 AREA: ±1.479 AC	
PROPOSED LOT 4 AREA: ±0.655 AC	
PROPOSED LOT 5 AREA: ±0.881 AC	
PROPOSED LOT 6 AREA: ±1.064 AC	
PROPOSED LOT 7 AREA: ±2.178 AC	
PROPOSED LOT 8 AREA: ±2.528 AC	

PARKING SUMMARY	
STANDARD SPACES (9x18 w/ 2' BUMPER OVERHANG)	364
COMPACT SPACES (9x16 w/ 2' BUMPER OVERHANG)	32
ACCESSIBLE SPACES (9x18 MIN.)	23 (5.5%)
TOTAL PROPOSED	419
CITY PARK & RIDE REQUIREMENTS (w/ (2) ACCESSIBLE SPACES)	
GREEN REQUIREMENTS	
● CLEAN AIR / CARPOOL / ELECTRIC VEHICLE (● 8% OF 419) (5.106.5.2)	34
● ELECTRIC VEHICLE CHARGING CAPABLE (● 8% OF 419) (5.106.5.3.3)	26

BIKE PARKING SUMMARY	
SHORT-TERM BICYCLE SPACES (● 5% OF 419) (5.106.4.1.1)	21
(1) 2-BIKE RACKS	
LONG-TERM BICYCLE SPACES (● 5% OF 419) (5.106.4.1.2)	21
(8) 2-BIKE LOCKERS	16
(1) RETAIL BUILDING w/ INTERNAL 6-BIKE STORAGE	6



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Folsom, CA 95630
Phone: (916) 608-0707
Fax: (916) 608-0701

SP-1

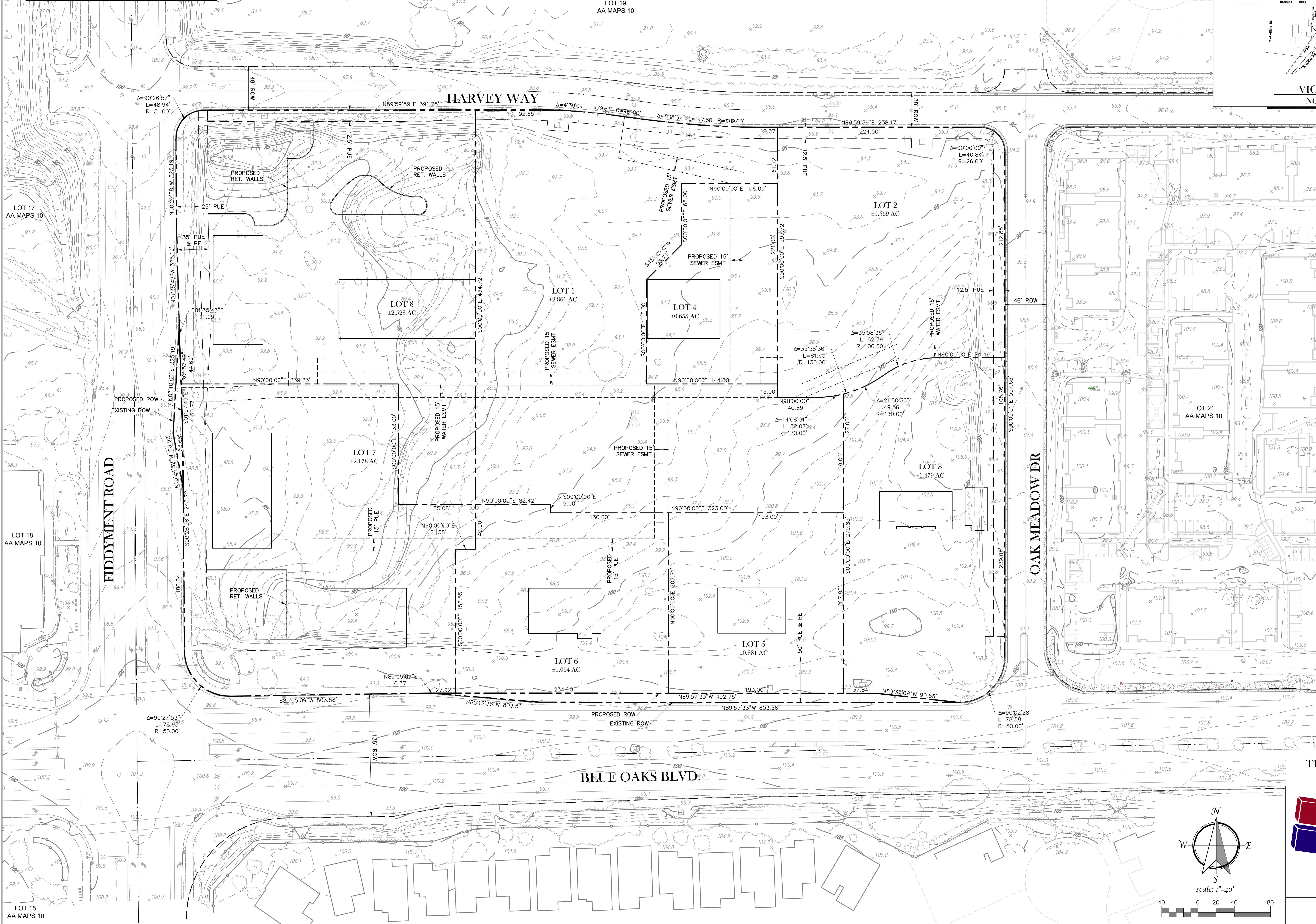
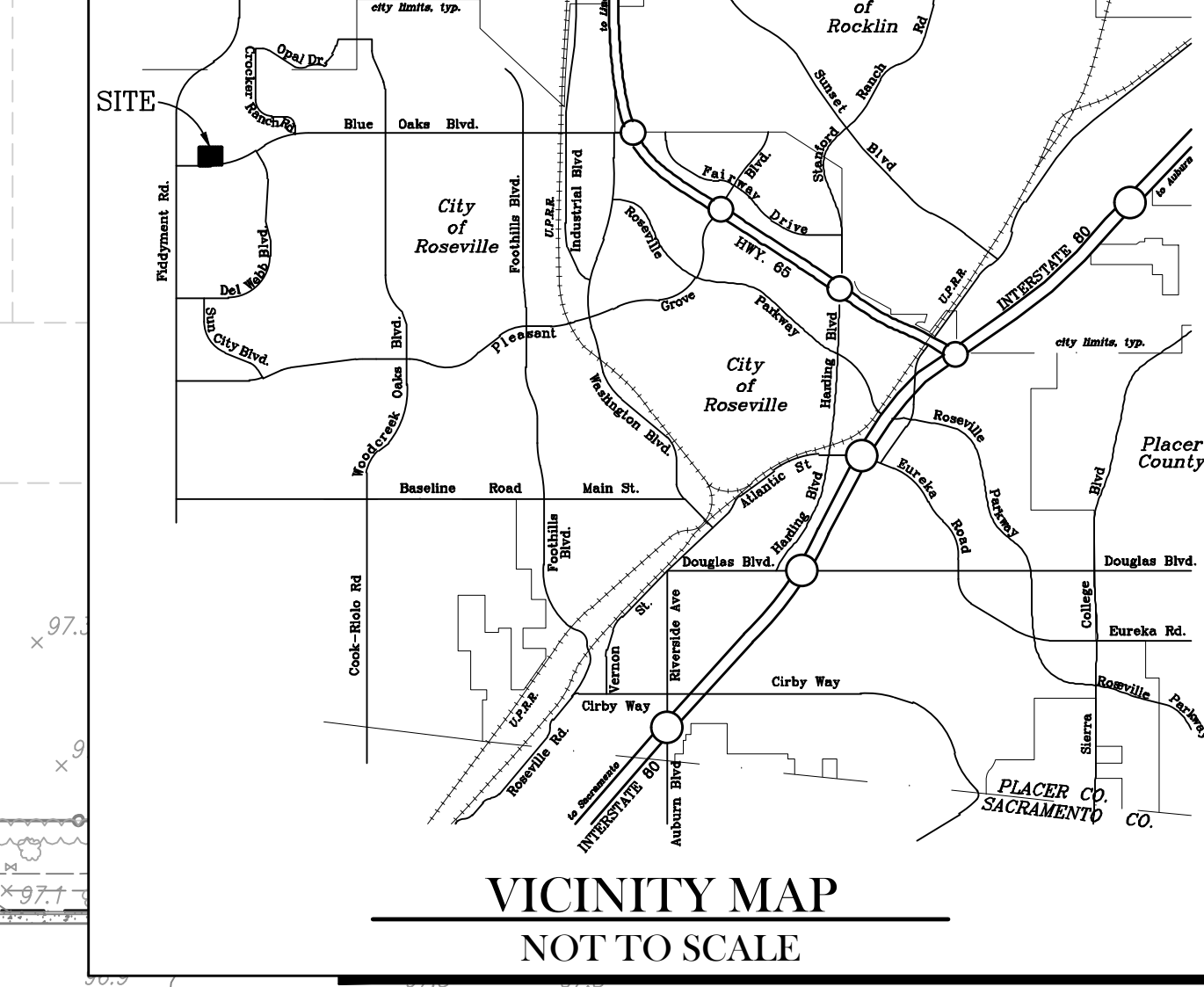
- GENERAL NOTES
1. THIS TENTATIVE PARCEL MAP SUBDIVIDES LOT 22 OF BOOK AA OF MAPS, AT PAGE 10, RECORDS OF PLACER COUNTY.
 2. PARCEL DIMENSIONS AND AREAS ARE APPROXIMATE.
 3. PARCEL LINES AND AREAS MAY BE ADJUSTED AT THE TIME OF THE FINAL PARCEL MAP PROVIDED NO NEW ADDITIONAL PARCELS ARE CREATED, SUBJECT TO THE APPROVAL OF THE CITY OF ROSEVILLE.
 4. THE FINAL MAPPING AND SUBSEQUENT DEVELOPMENT OF LOTS MAY BE PHASED IN ANY SEQUENCE PROVIDED EACH PHASE PROVIDES FOR ACCESS AND FOR BACKBONE INFRASTRUCTURE, SUBJECT TO THE APPROVAL OF THE CITY OF ROSEVILLE.
 5. THE EXTENT OF CONSTRUCTION OF PUBLIC STREETS MAY ALSO BE PHASED, SUBJECT TO THE APPROVAL OF THE CITY OF ROSEVILLE.
 6. PURSUANT TO GOVERNMENT CODE SECTION 66456.1, THE SUBDIVIDER MAY FILE MULTIPLE FINAL MAPS BASED UPON THIS TENTATIVE PARCEL MAP. THE FILING OF A FINAL MAP ON A PORTION OF THIS TENTATIVE PARCEL MAP SHALL NOT INVALIDATE ANY PART OF THIS TENTATIVE PARCEL MAP.
 7. RECIPROCAL ACCESS, PARKING, DRAINAGE, AND UTILITY INFRASTRUCTURE AGREEMENTS ARE TO BE RECORDED WITH THE FILING OF EACH PARCEL MAP RELATING TO THIS TENTATIVE PARCEL MAP.
 8. EASEMENTS TO ACCOMMODATE NEW PUBLIC UTILITY IMPROVEMENTS, ACCESS REQUIRED FOR PARCEL DEVELOPMENT, OR OTHER SIMILAR MAPPING REQUIREMENTS NEEDED TO ACCOMPLISH THE FINAL DESIGN MAY BE ADDED PRIOR TO EACH FINAL MAP BASED ON THIS TENTATIVE PARCEL MAP.

TENTATIVE PARCEL MAP

THE PLAZA AT BLUE OAKS

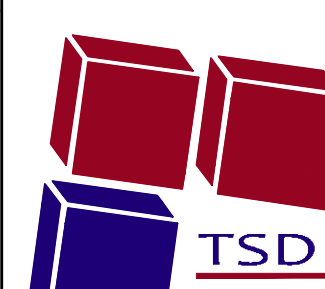
1950 BLUE OAKS BLVD
FIDDYMENT F-31
ROSEVILLE, CA

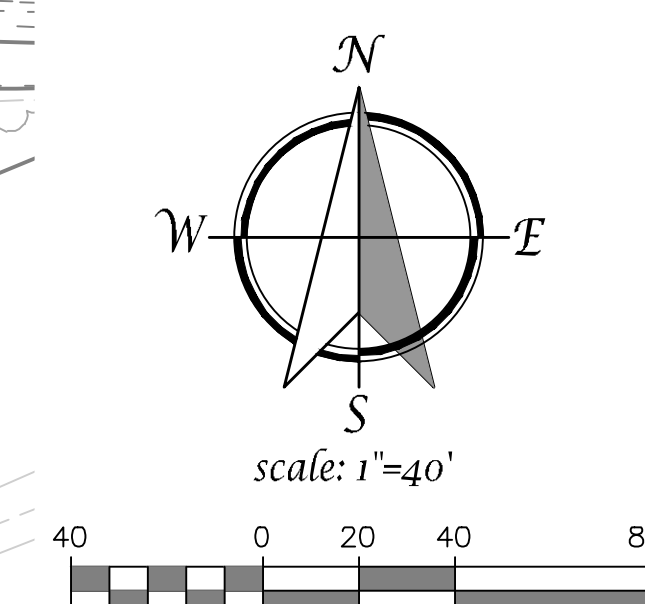
CC EXHIBIT C



PROJECT SUMMARY	
OWNER WEST ROSEVILLE DEVELOPMENT CO. 4670 WILLOW ROAD, SUITE 200 PLEASANTON, CA 94588 ATTN: JOE ZAWIDSKI jzawidski@hotmail.com	
APPLICANT/DEVELOPER FIDDYMENT F-31 RETAIL, LLC 4670 WILLOW ROAD, SUITE 200 PLEASANTON, CA 94588 ATTN: JOE ZAWIDSKI jzawidski@hotmail.com	
ENGINEER TSD ENGINEERING, INC 785 ORCHARD DRIVE, SUITE 110 FOLSOM, CA 95630 ATTN: CASEY FEICKERT cfeickert@tsdeng.com	
PROPOSED USE COMMERCIAL/RETAIL	
ZONING CC - COMMUNITY COMMERCIAL	
NUMBER OF PARCELS 1 EXISTING PARCEL 8 PROPOSED LOTS	
ASSESSORS PARCEL NO & AREA APN: 017-117-093 AREA: ±13.35 AC	
PROPOSED LOT 1	AREA: ±2.866 AC
PROPOSED LOT 2	AREA: ±1.569 AC
PROPOSED LOT 3	AREA: ±1.479 AC
PROPOSED LOT 4	AREA: ±0.655 AC
PROPOSED LOT 5	AREA: ±0.881 AC
PROPOSED LOT 6	AREA: ±1.064 AC
PROPOSED LOT 7	AREA: ±2.178 AC
PROPOSED LOT 8	AREA: ±2.528 AC
SERVICE PROVIDERS	
PARKS & RECREATION DISTRICT CITY OF ROSEVILLE (916) 772-PLAY (7529)	
SCHOOL DISTRICT ROSEVILLE CITY SCHOOL DISTRICT (916) 771-1600 ROSEVILLE JOINT UNION HIGH SCHOOL (916) 786-2051	
WATER CITY OF ROSEVILLE (916) 774-5750	
SANITARY SEWER CITY OF ROSEVILLE (916) 774-5750	
STORM DRAIN CITY OF ROSEVILLE	
SOLID WASTE CITY OF ROSEVILLE (916) 774-5780	
GAS PG&E (916) 386-5722	
ELECTRIC ROSEVILLE ELECTRIC (916) 797-6937	
TELEPHONE CONSOLIDATED COMMUNICATIONS (916) 780-8000	
CABLE COMCAST 1 (800) 266-2278	
POLICE DEPARTMENT CITY OF ROSEVILLE (916) 774-5800	
FIRE DEPARTMENT CITY OF ROSEVILLE (916) 774-5000	

TENTATIVE PARCEL MAP
MARCH 16, 2020

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Fax: (916) 608-0701



TPM-1

PRELIMINARY GRADING & DRAINAGE PLAN
THE PLAZA AT BLUE OAKS
1950 BLUE OAKS BLVD
FIDDYMENT F-31
ROSEVILLE, CA

CC EXHIBIT D

GRADING SECTION
SCALE: 1" = 20'-0"
VERTICAL: 1:1

GRADING SECTION
SCALE: 1" = 20'-0"
VERTICAL: 1:1

GRADING SECTION
SCALE: 1" = 20'-0"
VERTICAL: 1:1

GRADING SECTION
SCALE: 1" = 20'-0"
VERTICAL: 1:1

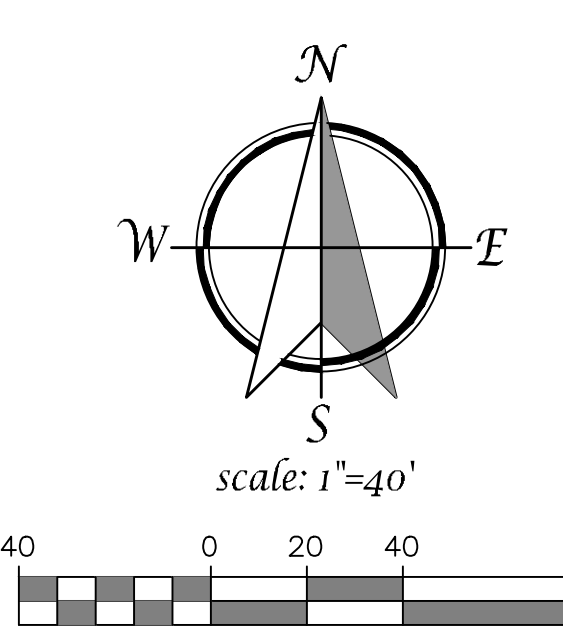
GRADING SECTION
SCALE: 1" = 20'-0"
VERTICAL: 1:1

LEGEND		
DESCRIPTION	PROPOSED	EXISTING
DESIGN ELEVATION	130.0 FG	(98.0) FF
CONTOUR	99	99
STORM DRAIN	100	100
MANHOLE	●	●
DROP INLET	■	■
GRADE BREAK	≡	≡
OVERLAND RELEASE	→	→

FLOOD ZONE
ZONE X (AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD-PLAIN) PER THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, MAP NO. 06061C0394 F, DATED JUNE 8, 1998.

EARTHWORK
(FOLLOWING NUMBERS ARE FOR PERMITTING PURPOSES ONLY. CONTRACTOR IS RESPONSIBLE FOR THEIR OWN EARTH WORK QUANTITIES)
OUT: ±24,000 CUBIC YARDS
FILL: ±40,500 CUBIC YARDS
NET: ±16,500 CUBIC YARDS - IMPORT
THE ABOVE EARTHWORK ASSUMES 15% SHRINKAGE. PRIOR TO SITE CONSTRUCTION, CONTRACTOR SHALL PROVIDE CITY INSPECTOR THE LOCATION OF THE IMPORT (OR EXPORT) SITE AND THE ASSOCIATED GRADING PERMIT FOR THE CORRESPONDING SITE.

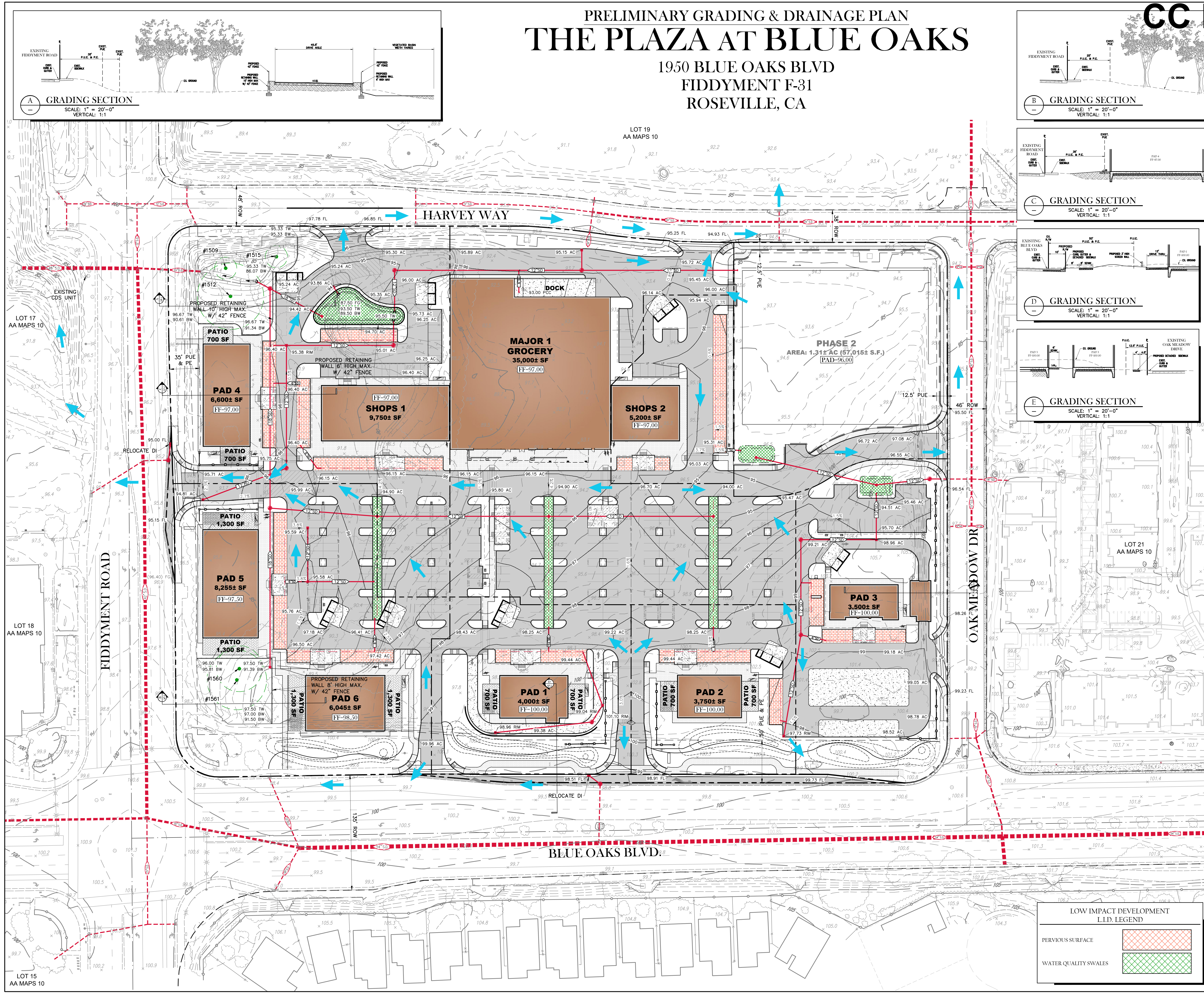
- GRADING NOTES**
- ALL EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE.
 - THE PROPOSED UTILITIES AND INFRASTRUCTURE SHOWN ARE CONCEPTUAL ONLY AND ARE SUBJECT TO REVISION.
 - UTILITIES MAY BE PHASED DEPENDING UPON THE DEVELOPMENT SEQUENCE OF THE PROJECT, SUBJECT TO THE REVIEW OF THE CITY OF ROSEVILLE.
 - THE EXISTING GROUND CONTOURS SHOWN ON THIS EXHIBIT REPRESENT THE EXISTING GRADE CONDITION AND ARE FOR PLANNING LEVEL STUDIES ONLY.
 - THE CONCEPTUAL GRADING PLAN IS BASED ON A CONCEPTUAL SITE PLAN AND IS SUBJECT TO CHANGE.
 - FINAL SITE DESIGN MAY ALTER THE GRADING AND EARTHWORK DESIGN SHOWN HEREON.



PRELIMINARY
GRADING & DRAINAGE PLAN
MARCH 16, 2020

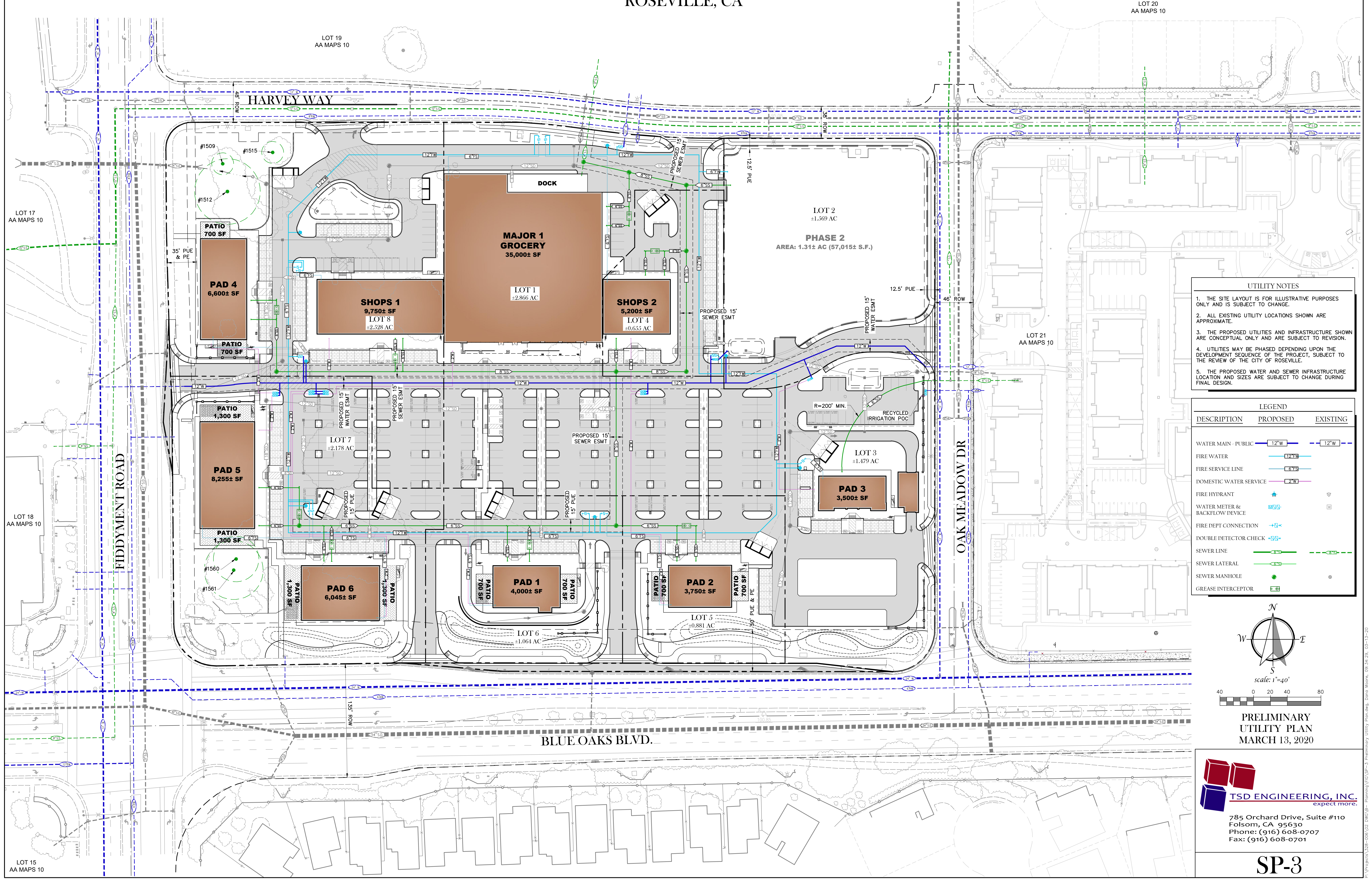
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LOW IMPACT DEVELOPMENT L.I.D. LEGEND	
PERVIOUS SURFACE	
WATER QUALITY SWALES	



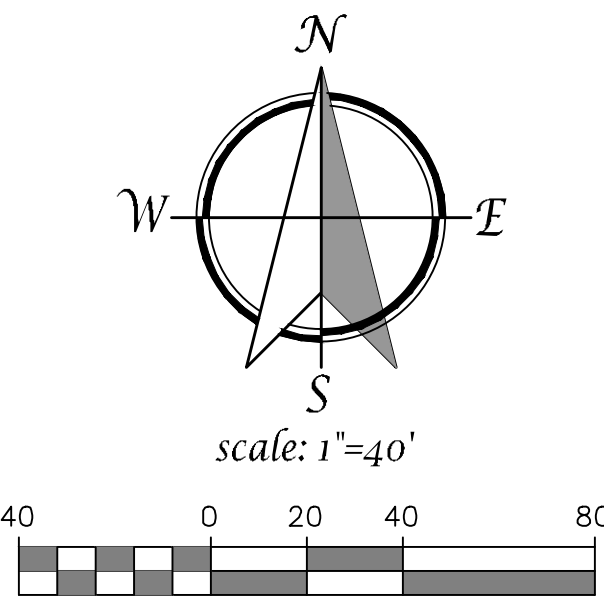
PRELIMINARY UTILITY PLAN
THE PLAZA AT BLUE OAKS
1950 BLUE OAKS BLVD
FIDDYMENT F-31
ROSEVILLE, CA

CC EXHIBIT E

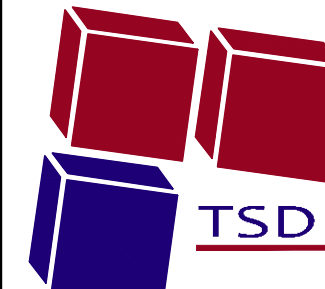


- UTILITY NOTES**
- 1. THE SITE LAYOUT IS FOR ILLUSTRATIVE PURPOSES ONLY AND IS SUBJECT TO CHANGE.
 - 2. ALL EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE.
 - 3. THE PROPOSED UTILITIES AND INFRASTRUCTURE SHOWN ARE CONCEPTUAL ONLY AND ARE SUBJECT TO REVISION.
 - 4. UTILITIES MAY BE PHASED DEPENDING UPON THE DEVELOPMENT SEQUENCE OF THE PROJECT, SUBJECT TO THE REVIEW OF THE CITY OF ROSEVILLE.
 - 5. THE PROPOSED WATER AND SEWER INFRASTRUCTURE LOCATION AND SIZES ARE SUBJECT TO CHANGE DURING FINAL DESIGN.

LEGEND		
DESCRIPTION	PROPOSED	EXISTING
WATER MAIN - PUBLIC	12" W	12" W
FIRE WATER	12" W	
FIRE SERVICE LINE	8" TS	
DOMESTIC WATER SERVICE	2" W	
FIRE HYDRANT		
WATER METER & BACKFLOW DEVICE	MS/S	
FIRE DEPT CONNECTION	+S+	
DOUBLE DETECTOR CHECK	+SS+	
SEWER LINE	8" TS	8" TS
SEWER LATERAL	4" TS	
SEWER MANHOLE		
GREASE INTERCEPTOR	6" S	

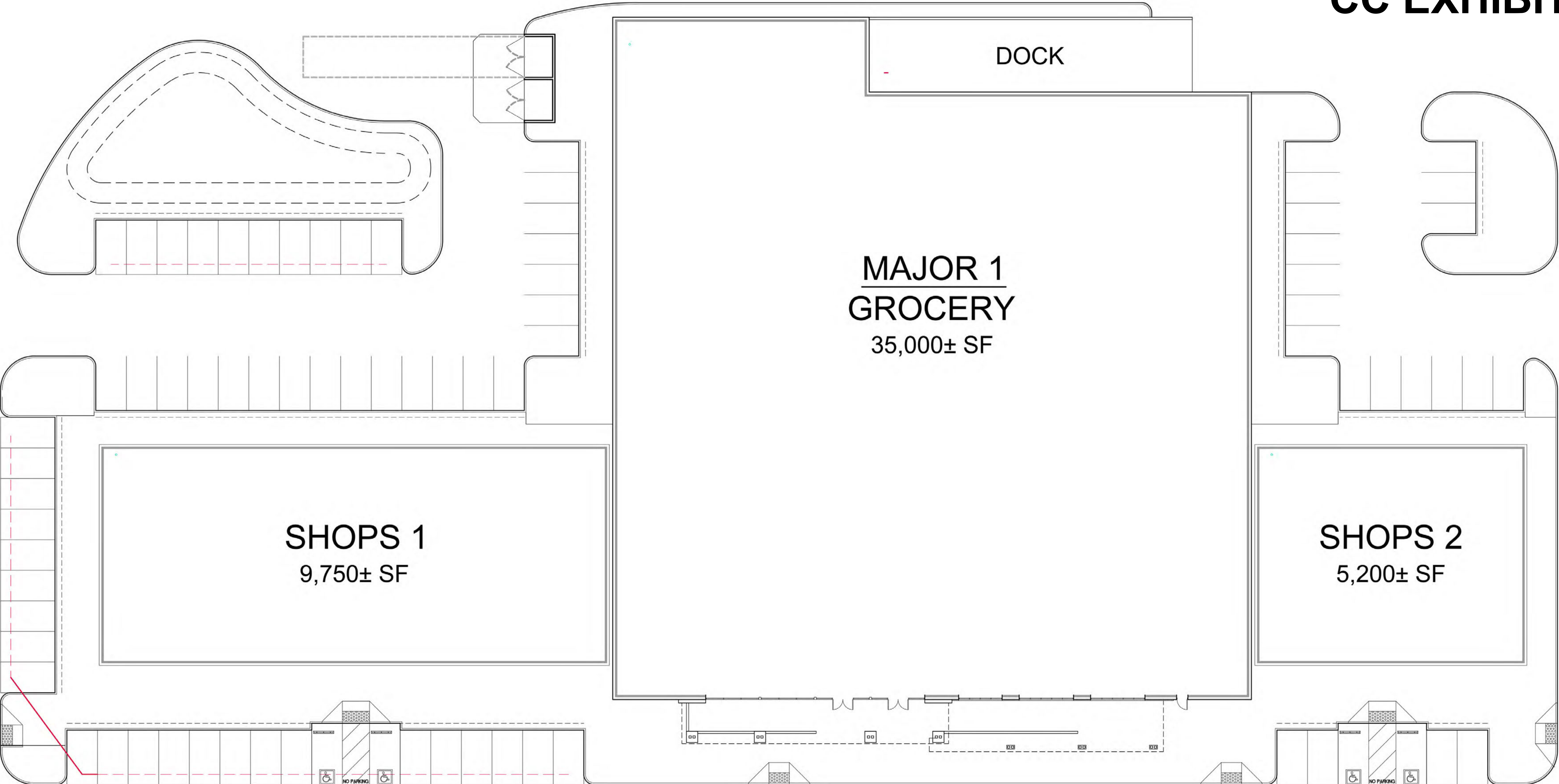


PRELIMINARY
UTILITY PLAN
MARCH 13, 2020



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785 Orchard Drive, Suite #110
Folsom, CA 95630
Phone: (916) 608-0707
Fax: (916) 608-0701



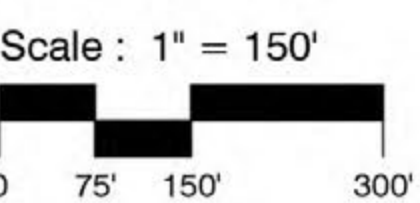
BUILDING ELEVATIONS

MAJOR 1, SHOPS 1&2

DATE: 10/29/2019
MCG JOB #: 16.480.01

DATE	REVISIONS

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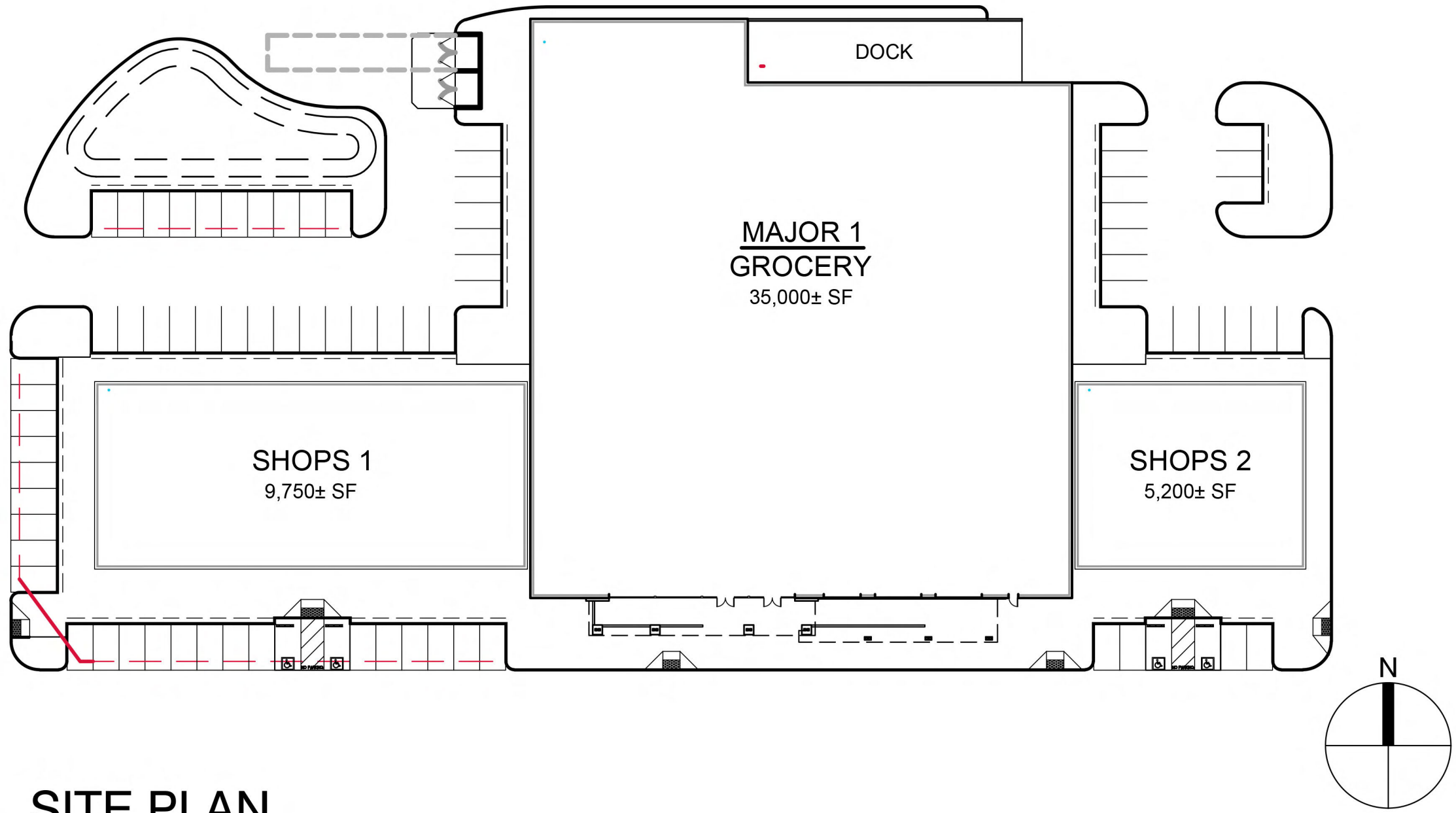
BLUE OAKS PLAZA
ROSEVILLE, CA 95744

250 Sutter Street, Suite 500
San Francisco, California 94108-4461
415.974.6002 415.974.1556
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EAST ELEVATION



SITE PLAN
NTS



SOUTH ELEVATION

DATE: 10/29/2019
MCG JOB #: 16.480.01

DATE	REVISIONS

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MAJOR 1, SHOPS 1&2

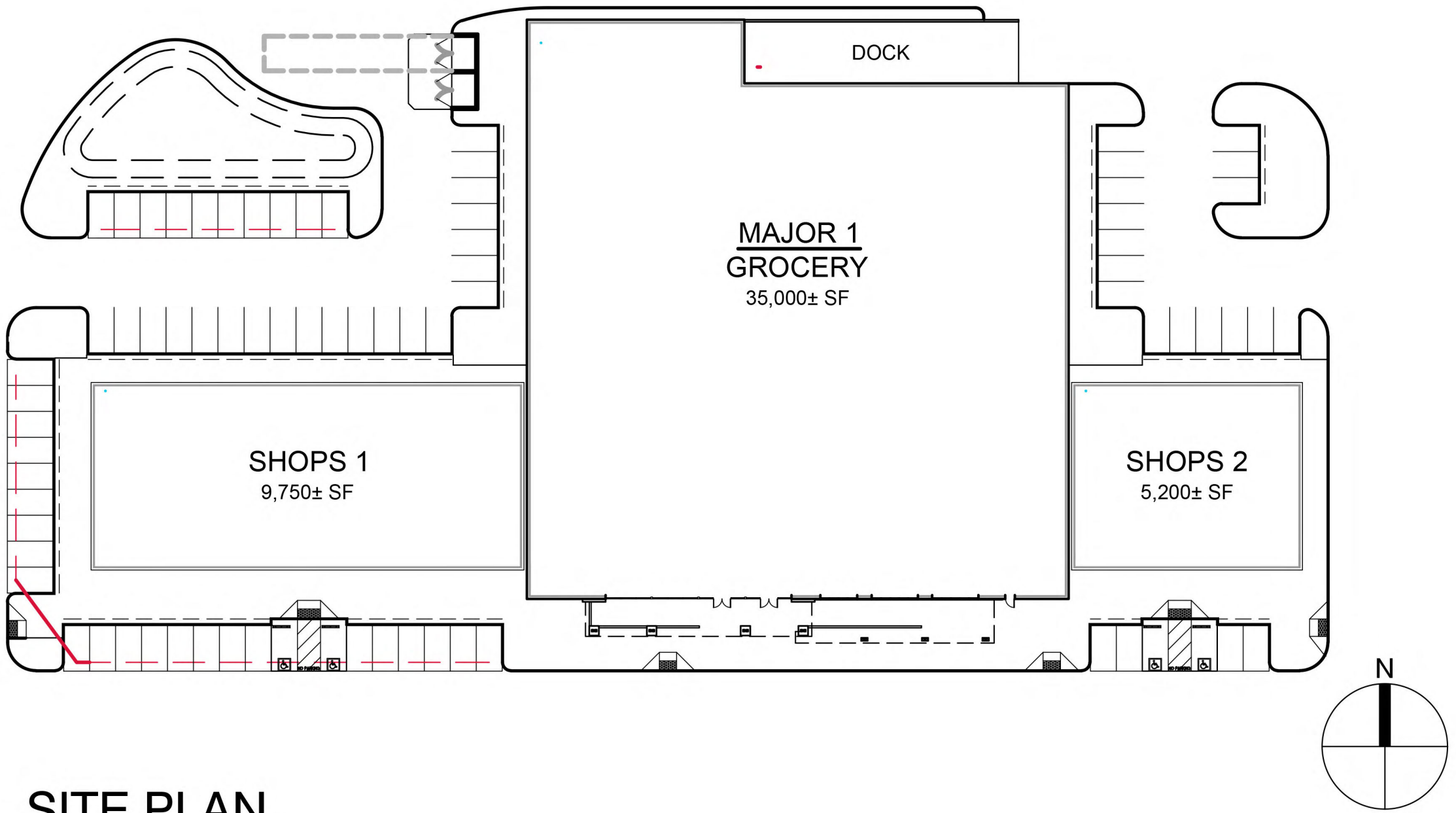
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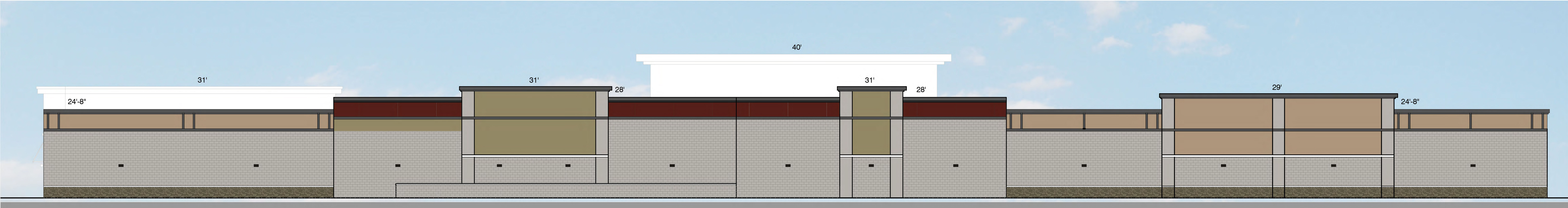




WEST ELEVATION



SITE PLAN
NTS



NORTH ELEVATION

BUILDING ELEVATIONS

MAJOR 1, SHOPS 1&2

DATE: 10/29/2019
MCG JOB #: 16.480.01

DATE	REVISIONS

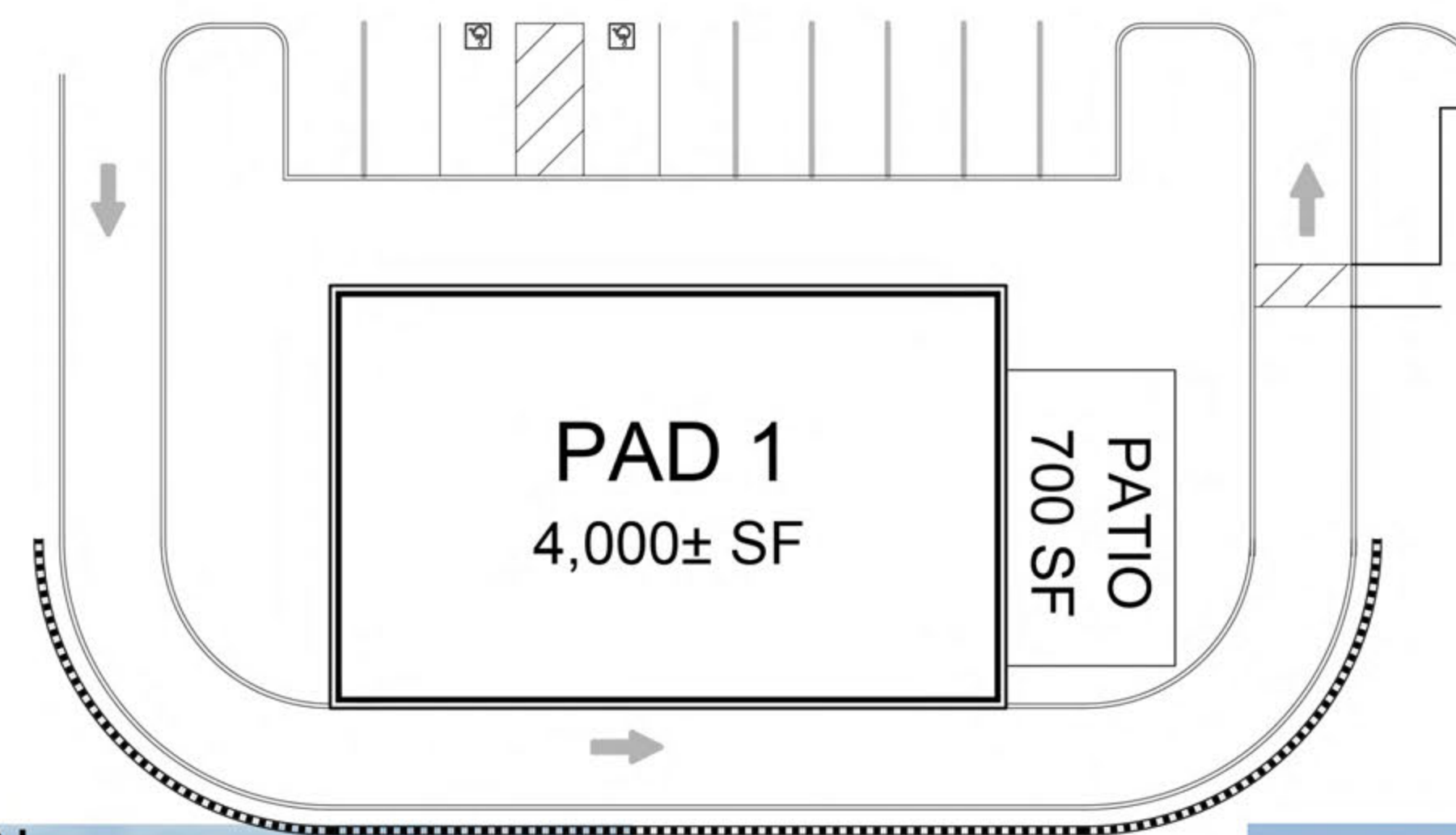
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Scale : 3/32" = 1'-0"
0 5'-4" 10'-8" 21'-4"

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ROSEVILLE, CA 95744

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DATE: 12/04/2017
MCG JOB #: 16.480.01

DATE	REVISIONS

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BUILDING ELEVATIONS

Scale : 3/16" = 1'-0"
0 5'-4" 10'-8" 21'-4"

PAD 1

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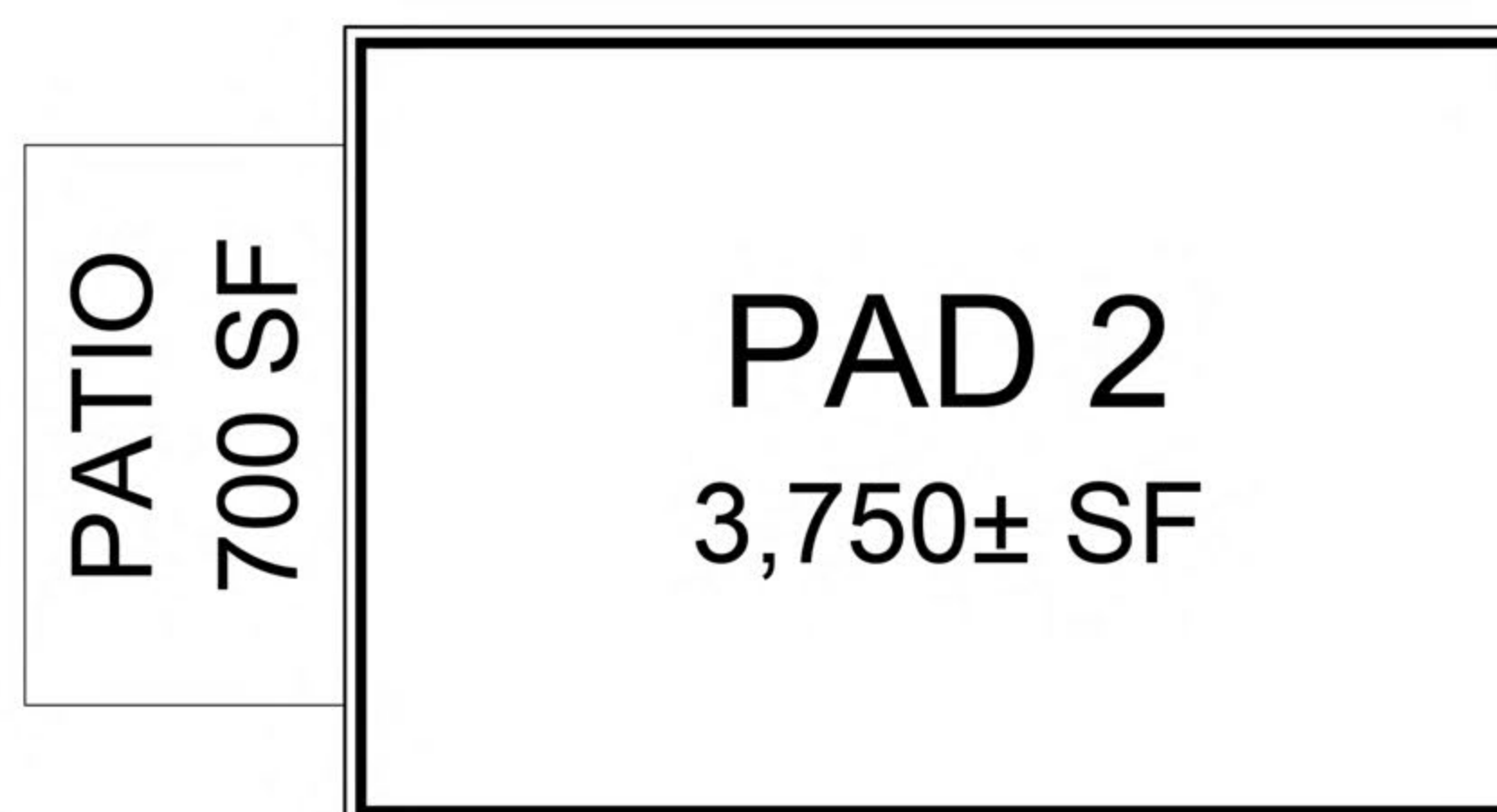




NORTH ELEVATION



WEST ELEVATION



SITE PLAN
NTS



SOUTH ELEVATION



EAST ELEVATION

BUILDING ELEVATIONS

PAD 2

DATE: 12/04/2017
MCG JOB #: 16.480.01

DATE	REVISIONS

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Scale : 3/16" = 1'-0"
0 5'-4" 10'-8" 21'-4"

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NORTH ELEVATION



EAST ELEVATION



WEST ELEVATION



SOUTH ELEVATION

PATIO
700 SF

PAD 4
7,200± SF

PATIO
700 SF

SITE PLAN
NTS

BUILDING ELEVATIONS

PAD 4

BLUE OAKS PLAZA
ROSEVILLE, CA 95744

DATE: 11/27/2017
MCG JOB #: 16.480.01

DATE	REVISIONS

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Scale : 3/16" = 1'-0"
0 5'-4" 10'-8" 21'-4"

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NORTH ELEVATION



SOUTH ELEVATION



WEST ELEVATION

PATIO
1,300 SF

PAD 5
8,255± SF

SITE PLAN
NTS



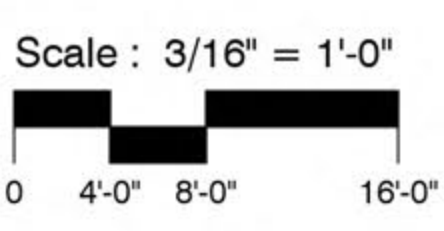
EAST ELEVATION

BUILDING ELEVATIONS

PAD 5

BLUE OAKS PLAZA
ROSEVILLE, CA 95744

DATE:	11/27/2017
MCG JOB #:	16.480.01
DATE	REVISIONS
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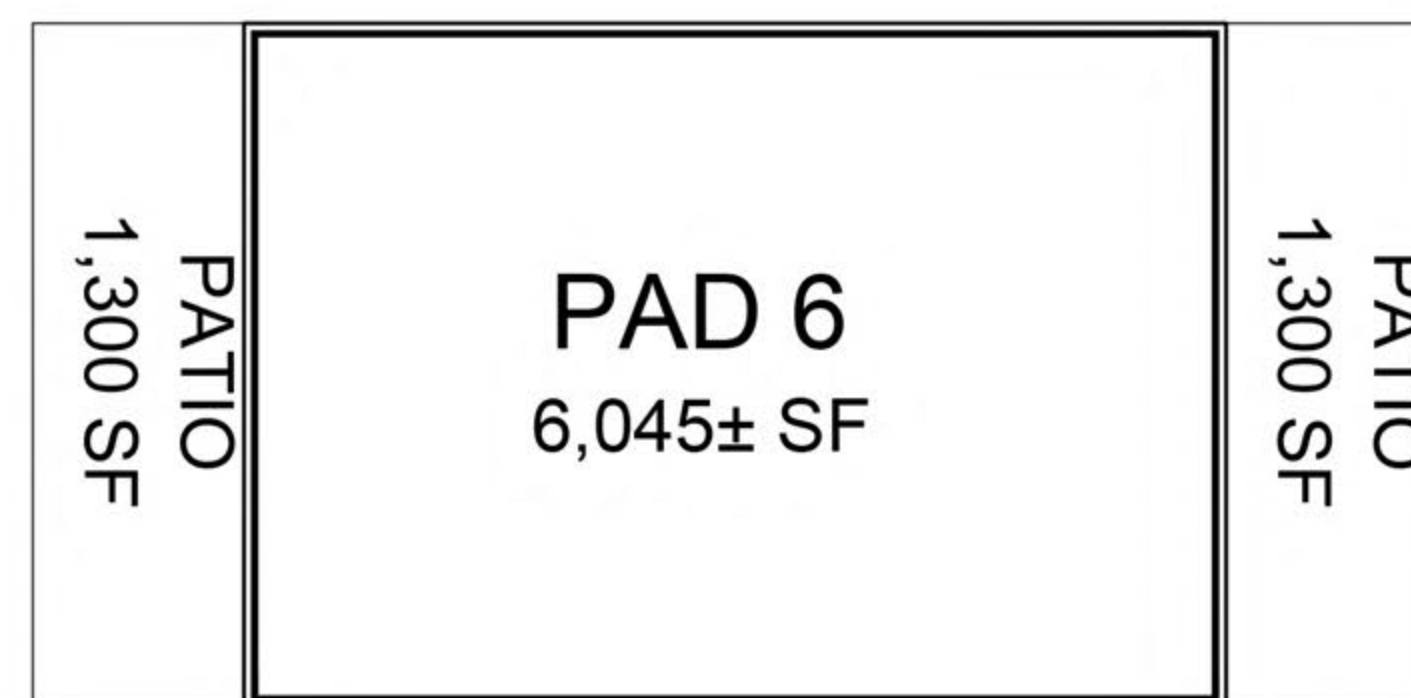




NORTH ELEVATION



WEST ELEVATION



SITE PLAN
NTS



SOUTH ELEVATION



EAST ELEVATION

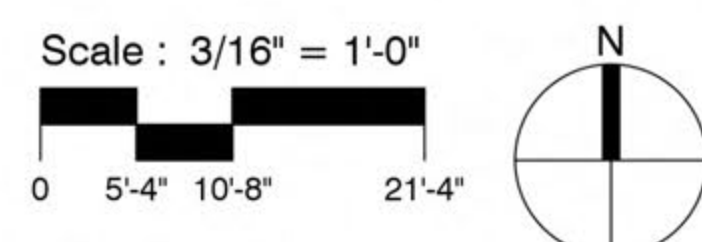
BUILDING ELEVATIONS

PAD 6

DATE: 02/20/2018
MCG JOB #: 16.480.01

DATE	REVISIONS

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PAINTS



P1
BENJAMIN MOORE,
#AF100, PASHMINA



P2
BENJAMIN MOORE,
#201, GOLD LEAF



P3
BENJAMIN MOORE
#420, AGAVE



P4
BENJAMIN MOORE
#AF1, KONA



P5
BENJAMIN MOORE,
#2115-20, INCENSE STICK



AW1 UNITY LEAF



P6
BENJAMIN MOORE,
#CW250, CARRIAGE RED



P7
BENJAMIN MOORE,
#AF185, VENETIAN PORTICO



P8
BENJAMIN MOORE,
#HC166, KENDALL CHARCOAL

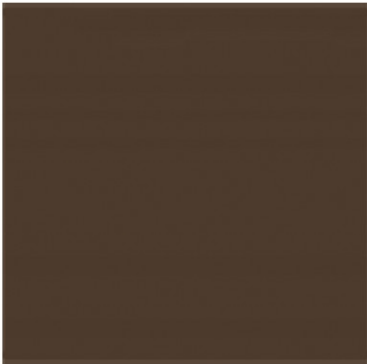


P9
BENJAMIN MOORE,
#F705, CINDER



AW2 EMBER

STOREFRONT



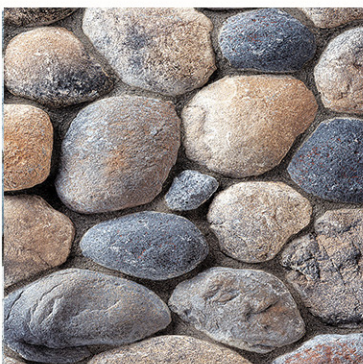
SF1
KAWNEER
ANODIZED #28 MEDIUM BRONZE

BRICK WALL



W1
BELDEN BRICK
BERWICK BLEND

STONE WALL



W2
CORONADO
RIVER ROCK,
RENO BLEND

METAL GRILLE



G1
BOK MODERN,
PATTERN #C1, COLOR P5,
POWDER COAT ALUMINUM

MAJOR 1&2, SHOPS 1&2, & PAD BUILDINGS

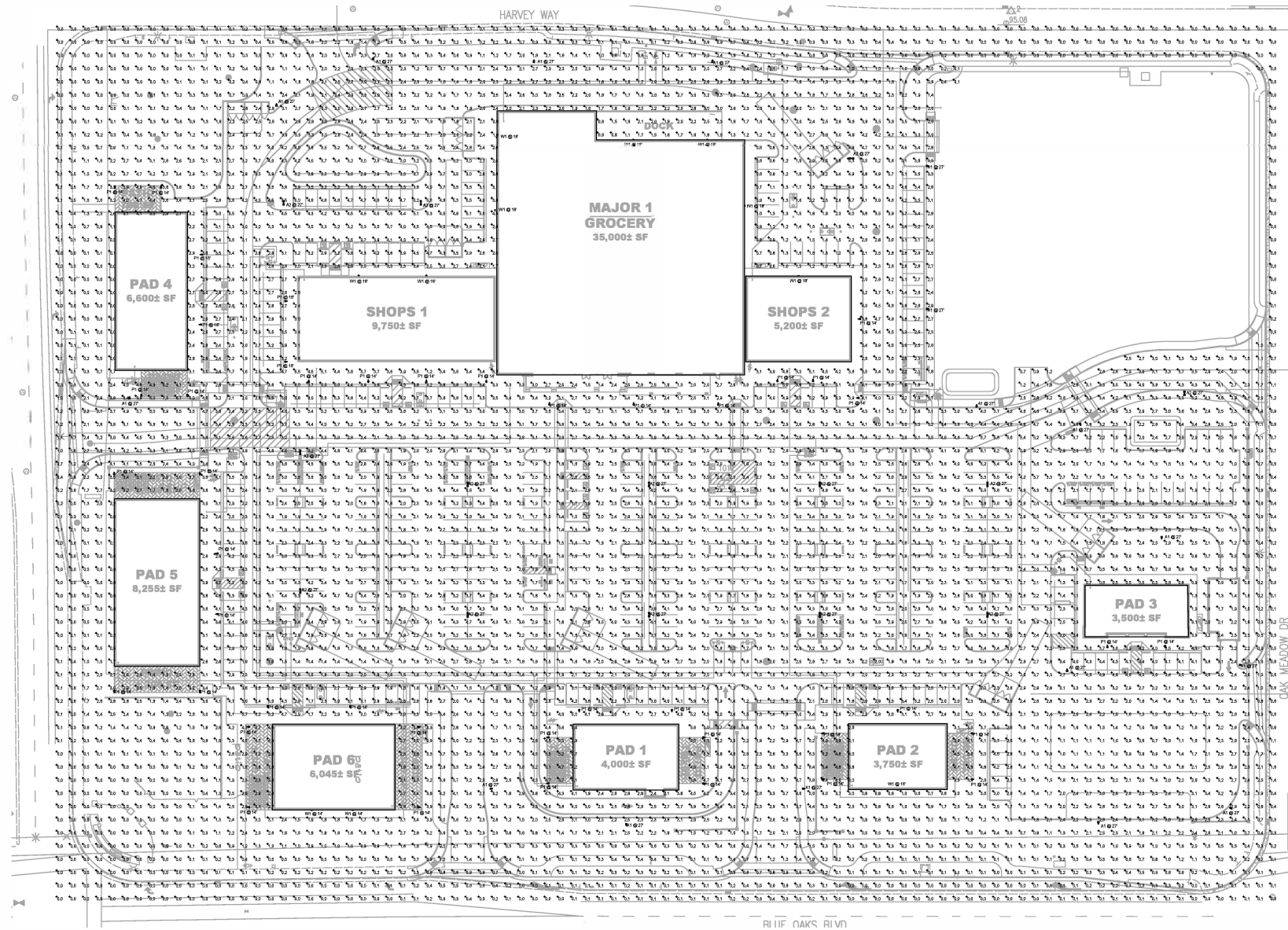
MATERIALS AND COLOR BOARD

BLUE OAKS PLAZA
ROSEVILLE, CA 95744

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San Francisco, California 94108-4461
☎415.974.6002 ☎415.974.1556
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CC EXHIBIT H



Statistics					
Description	Symbol	Avg	Min	Max	Angle
Site	+	2.16	7.36	0.06	NA

DATE: 05/04/2020
 18:12:01

DATE: 18:12:01

REVISIONS

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SITE LIGHTING PHOTOMETRIC PLAN

Scale: 1" = 30'
 0' 10' 20' 30'

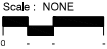
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 ROSEVILLE, CA 95744

250 Sutter Street, Suite 500
 San Francisco, California 94109-4461
 ☎ 415.974.0002 ☎ 415.974.1555
 mgs@mgscorp.com



Schedule											
Symbol	Label	Quantity	Manufacturer	Catalog Number	Description	Lamp	Number Lamps	Fluorescence	Lumens Per Lamp	Light Loss Factor	Wattage
	A2	14	EATON-MNGRAV-EDISON (FORMER COOPER LIGHTING)	GLEDIAF-034-LED-E1-T3	GALLERIE AREA AND ROADWAY LUMINAIRE (3) 70 CRI 4000K 1000mA LIGHTSQUARES WITH 16 LEDS EACH AND TYPE III OPTICS Retail, Roadway, Sidewalk, Site, Street, Substation, Security, Corrosion Resistant, Vandal Resistant, Wet Location ABSOLUTE PHOTOMETRY IS BASED ON CALIBRATION FACTORS CREATED USING LAB LUMEN STANDARDS IN GONIOPHOTOMETER WITH TEST DISTANCE OF 26.75 FEET		48	GLEDIAF-034-LED-E1-T3 1x4	388	0.91	332
		17	EATON-MNGRAV-EDISON (FORMER COOPER LIGHTING)	GLEDIAF-034-LED-E1-T3	GALLERIE AREA AND ROADWAY LUMINAIRE (3) 70 CRI 4000K 1000mA LIGHTSQUARES WITH 16 LEDS EACH AND TYPE III OPTICS Retail, Roadway, Sidewalk, Site, Street, Substation, Security, Corrosion Resistant, Vandal Resistant, Wet Location ABSOLUTE PHOTOMETRY IS BASED ON CALIBRATION FACTORS CREATED USING LAB LUMEN STANDARDS IN GONIOPHOTOMETER WITH TEST DISTANCE OF 26.75 FEET		48	GLEDIAF-034-LED-E1-T3 1x4	388	0.91	166
	A1										
		44	EATON - INVUE (FORMER COOPER LIGHTING)	EMAL034-LED-E1-M03	EPIC MODERN MEDIUM DECORATIVE LED LUMINAIRE (3) LIGHTSQUARES WITH ANGULED OPTICS-TYPE 5 SQUARE MEDIUM	(B3) 4000K CCT, 70 CRI LEDS ABSOLUTE PHOTOMETRY IS BASED ON CALIBRATION FACTORS CREATED USING LAB LUMEN STANDARDS IN GONIOPHOTOMETER WITH TEST DISTANCE OF 26.75 FEET Hospitality, Hotel, Industrial, Institutional, Library, Manufacturing, Office, Parking, Parks, Pathway, Pedestrian, Prison, Recreation, Residential, Retail, Roadway, Sidewalk, Site, Street, Substation, Utility Walkway, Warehouse, Wet Location	63	EMAL034-LED-E1-M03 1x4	145	0.91	75.2
	P1										
		11	EATON-MNGRAV-EDISON (FORMER COOPER LIGHTING)	BSAF-1004-LED-E1-TW	IMPACT ELITE LED QUARTER SPHERE LUMINAIRE LIGHT SQUARE WITH ANGULED OPTICS-TYPE IV MDE	(16) 4000K CCT, 70 CRI LEDS Wet Location ABSOLUTE PHOTOMETRY IS BASED ON CALIBRATION FACTORS CREATED USING LAB LUMEN STANDARDS IN GONIOPHOTOMETER	16	BSAF-1004-LED-E1-TW 1x4	369	0.91	54.8
	W1										

LIGHT FIXTURE SCHEDULE



BLUE OAKS PLAZA
ROSEVILLE, CA 95744

228 Sutter Street, Suite 600
San Francisco, California 94102-4461
☎ 415.974.0802 ☎ 415.974.1000
mgsarchitects.com



[illegible][illegible]

B-105

SOLING CPVC MEDICAL TUBING

BENDING ACCESSORIES

Our customers can be helped by the basic analysis of BENDING ACCESSORIES. Every dimension is accompanied with the following parameters: Area, Material or chemical resistance and dimensions. The dimensions are given in inches and millimeters. The material is CPVC. The chemical resistance is to water, acids, alkalis, oils, greases, and solvents. The dimensions are given in inches and millimeters. The material is CPVC. The chemical resistance is to water, acids, alkalis, oils, greases, and solvents.

90° Elbow
90° Elbow
 1/2" (12.7mm) x 1/2" (12.7mm)
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45° Elbow
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EX-ON
 EX-ON

EX-ON
 EX-ON

EX-ON
 EX-ON

SYMBOL	BOTANICAL NAME COMMON NAME	SIZE W/H SIZE	WATER USE	DESIGN USE
	ACER RUBRUM ARMSTRONG ARMSTRONG COLUMNAR MAPLE	15 GAL 15'X40'	MOD	STREET TREE
	CEDRUS DEODORA DEODAR CEDAR	15 GAL 35'X65'	LOW	SCREEN TREE
	LAGERSTROEMIA INDICA 'ARAPAH0' CRAPE MYRTLE	15 GAL 15'X20'	LOW	ACCENT TREE
	LAURUS NOBILIS GRECIAN LAUREL	15 GAL 20'X20'	MOD	SCREEN TREE
	MAGNOLIA GRANDIFLORA LITTLE GEM LITTLE GEM MAGNOLIA	24" BOX 15'X20'	LOW	ACCENT TREE
	NYSSA SYLVATICA SOUR GUM	24 BOX 25'X45'	LOW	STREET TREE
	OLEA EUROPAEA 'MAJESTIC BEAUTY' FRUITLESS OLIVE	15 G/VARIES	LOW	ACCENT TREE
	PISTACIA CHINENSIS CHINESE PISTACHE	24" BOX 40'X40'	MOD	SHADE TREE
	TILIA CORDATA GREENSPIRE LITTLE LEAF LINDEN	15 GAL 30' X 40'	MOD	SCREEN TREE
	QUERCUS WISLIZNII INTERIOR LIVE OAK	24" BOX NAT. 50'X60'	LOW	STREET TREE
	ULMUS PARVIFOLIA 'TRUE GREEN' EVERGREEN ELM	24" BOX 30'X35'	MOD	SHADE TREE

NOTE: 33% OF TOTAL TREE QUANTITY SHALL BE 24" BOX.

SHRUBS: BACKGROUND/SCREEN

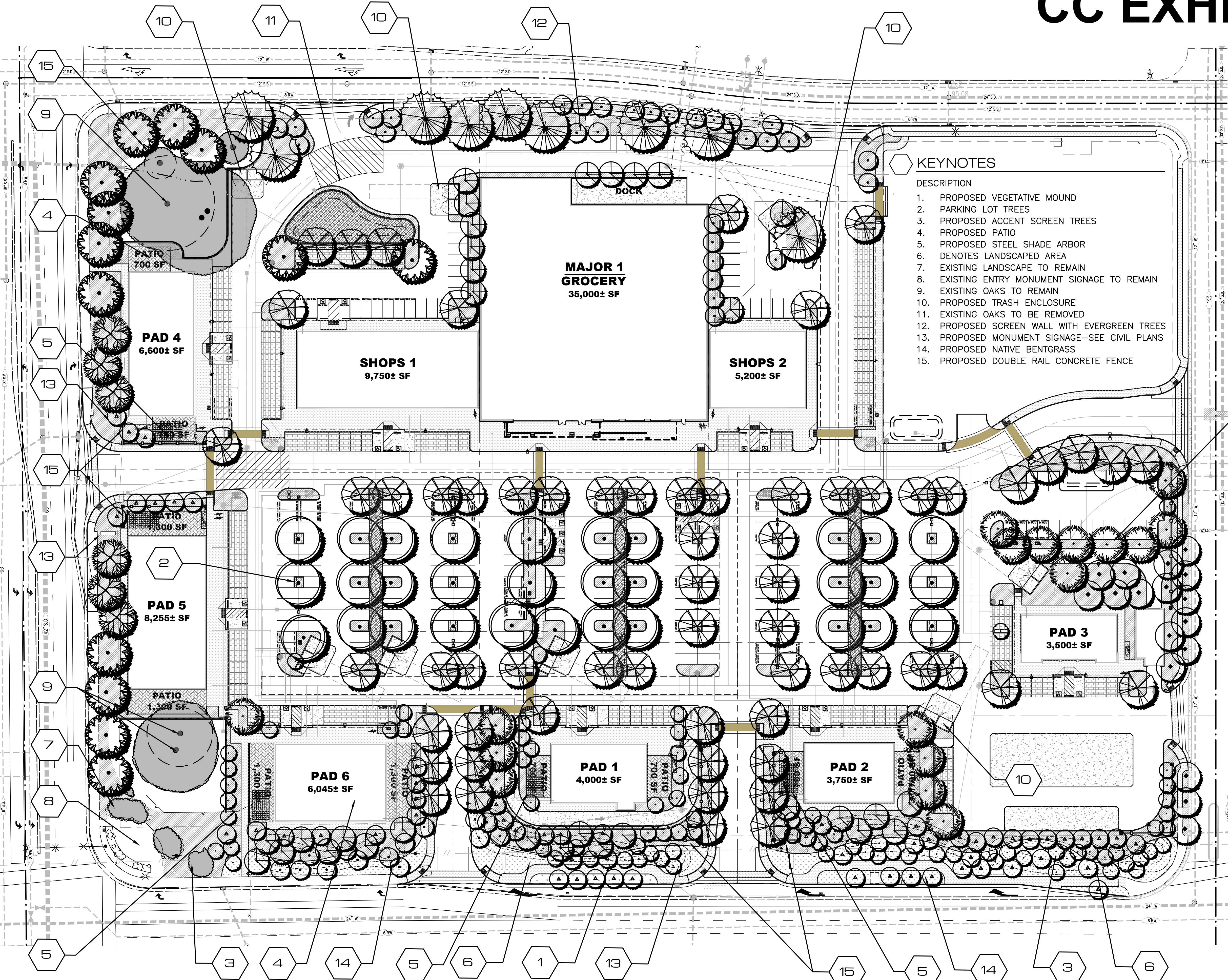
SYMBOL	BOTANICAL NAME COMMON NAME	SIZE	WATER USE
	BACKGROUND / SCREEN SHRUBS - EVERGREEN, LARGE SHRUBS TO 6'-0" USED FOR REDUCING BUILDING MASS OR SCREENING UNDESIRABLE VIEWS.		
	ELAEAGNUS X EBBINGEI GILT EDGE GILT EDGE SILVERBERRY	5 G	LOW
	ARCTOSTAPHYLOS HOWARD MCMINN HOWARD MCMINN MANZANITA	5 G	LOW
	ROSAMARINUS TUSCAN BLUE TUSCAN BLUE ROSEMARY	5 G	LOW
	HYPERICUM X MOSERIANUM GOLD FLOWER	5 G	MOD
	PODOCARPUS MACROPHYLLUS 'MAKI' SHRUBBY YEW PINE	5 G	MOD
	PRUNUS C. BRIGHT N TIGHT CAROLINA CHERRY	15 G	MOD
	RHAMNUS CALIFORNICA MOUND SAN BRUNO SAN BRUNO COFFEEBERRY	5 G	LOW
	XYLOSMIA C. 'COMPACTA' COMPACT XYLOSMIA	15 G	LOW

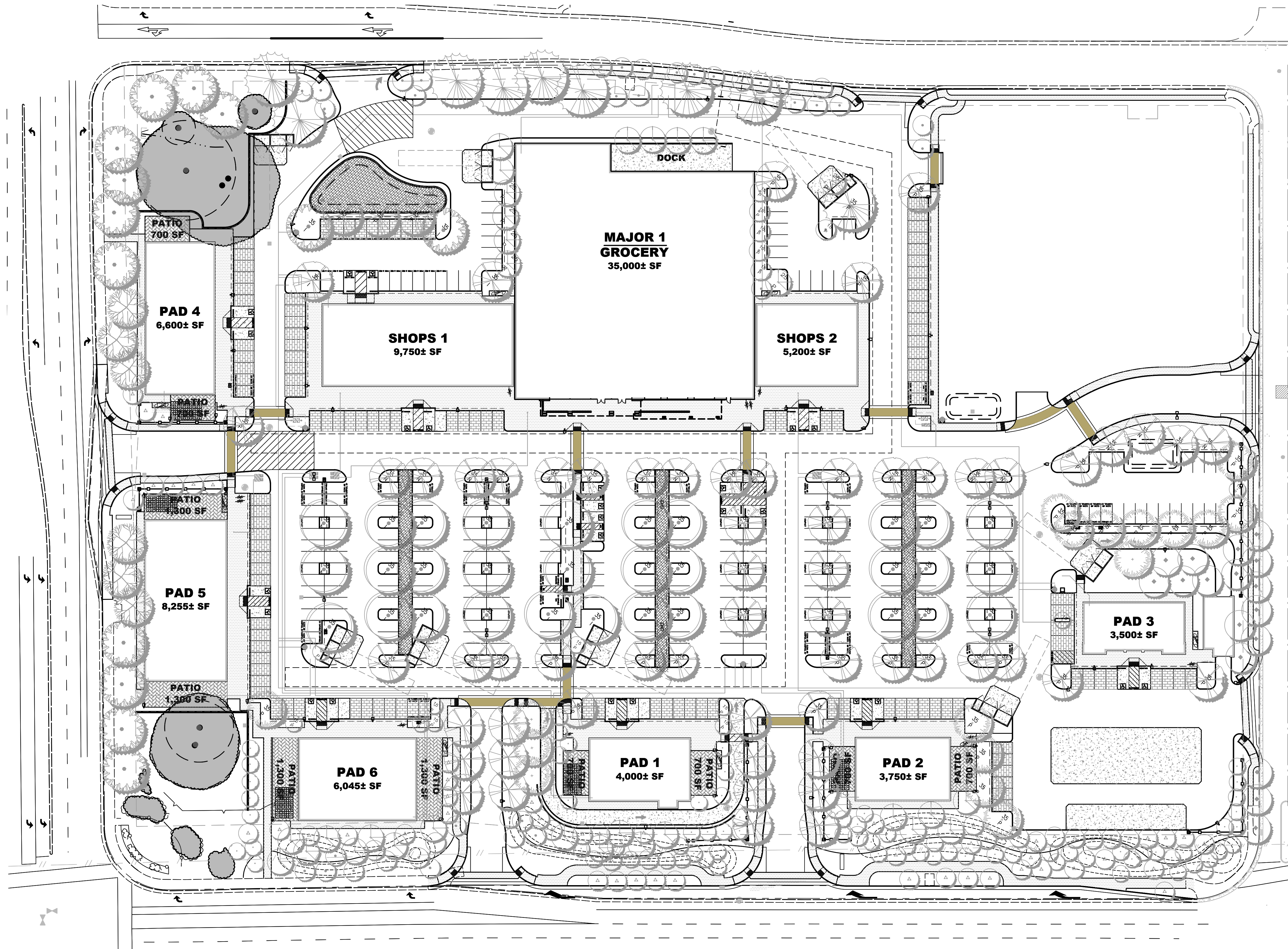
SHRUBS: FACER/FILLER

SYMBOL	BOTANICAL NAME COMMON NAME	SIZE	WATER USE
	FACER/FILLER SHRUBS & GRASSES EVERGREEN OR DECIDUOUS SHRUBS TO 4'-0". USED FOR "TERRACING" OF PLANT MATERIAL. SEASONAL COLOR AND SOFTENING OF BUILDING EDGES AND FOUNDATION SHRUBS.		
	AGAVE WEBERI WEBERS AGAVE	5 G	LOW
	CALLISTEMON V. 'LITTLE JOHN' DWARF BOTTLEBRUSH	5 G	LOW
	DIETES BICOLOR FORTNIGHT LILY	5 G	LOW
	LEPTOSPERMUM SCOPARIUM RUBY GLOW RUBY GLOW TEA TREE	5 G	LOW
	EUONYMUS JAPONICA GREENSPIRE GREENSPIRE EUONYMUS	5 G	LOW
	GREVILLEA CANBERRA HUMMINGBIRD BUSH	5 G	LOW
	PINUS MUGO MUGO MUGO MUGO PINE	5 G	LOW
	WESTRINGIA FRUTICOSA COAST ROSEMARY	5 G	LOW
	RHAPHIOLEPIS UMBELLATA SOUTHERN MOON YEDDO	5 G	LOW

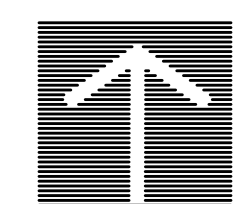
SHRUBS AND GROUNDCOVERS

SYMBOL	BOTANICAL NAME COMMON NAME	SIZE	WATER USE
	PERENNIALS, GRASSES, AND GROUND COVER MATERIAL - SMALL SCALE DUE TO PROJECT TYPE, EVERGREEN OR PERENNIAL SHRUBS TO 24" HIGH. USED AS A FILLER BETWEEN SITE WORK EDGES AND FACER SHRUBS.		
	ARCTOSTAPHYLOS U. URSI MANZANITA	1 G	LOW
	BOULELOIA GRACILIS 'BLONDE AMBITION' BLUE GRAMA GRASS	1 G	LOW
	CISTUS 'SUNSET' MAGENTA ROCKROSE	1 G	LOW
	COPROSMA KIRKII COPROSMA	1 G	LOW
	HYPERICUM CALYCIUM AARONS BEARD	1 G	MOD
	LANTANA MONTEVENDENSIS LANTANA	5 G	LOW
	MUHLBERGIA CAPILLARIS REGAL MIST PINK MUHLY	1 G	LOW
	MYOPORUM PARVIFOLIUM CREEPING MYOPORUM	1 G	LOW
	ROSA FLOWER CARPET (WHITE AND RED) FLOWER CARPET ROSE	1 G	MOD
	TRACHELOSPERMUM JASMINODES STAR JASMINE	1 G	MOD
	NATIVE BENTGRASS "NO MOW" OR "MOW FREE" NATIVE FESCUE BLEND	SOD	MOD
	BIOREMEDIATION AREA AND OR WATER QUALITY BASIN		
	JUNCUS EFFUSUS RUSH	1 G	MOD
	CORNUS STOLONIFERA 'KELSEY' DWARF REDTIG DOGWOOD	1 G	MOD
	LOMANDRA LONGIFOLIA BREEZE DWARF MAT RUSH	1 G	LOW



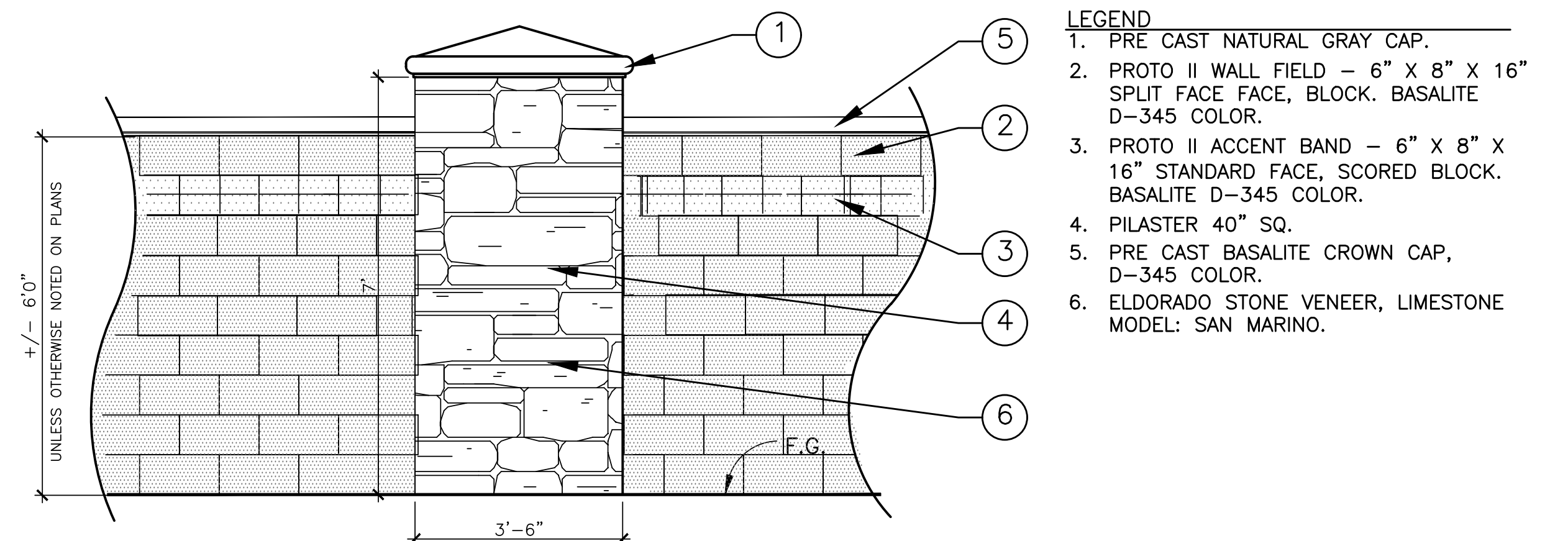


SHADE STUDY CALCULATIONS				
PROJECT:		THE PLAZA AT BLUE OAKS		12.4.2019
OVERALL SITE			QTY.	SQ. FT. AREA
STANDARD STALLS			352	95,040
COMPACT STALLS			34	8,568
HANDICAP STALLS			25	6,300
TOTAL PAVED PARKING AREA:				109,908
TOTAL SHADE REQUIRED:			50%	54,954
TOTAL SHADE PROVIDED:				64,731
TOTAL SHADE PERCENTAGE				58.9%
SYMBOL	PATTERN	QTY.	UNIT	TOTAL S.F.
30 TO 35' TREES				
Ulmus p., Quercus w., Cedrus d.	35-I	41	X 961	39,401
	35-P	37	X 481	17,797
	35-N	19	X 240	4,560
25' TO 30' TREES				
Nyssa s.	30-I	0	X 707	0
	30-P	0	X 354	0
	30-N	0	X 177	0
20' TO 25' TREES				
Laurus n.	25-I	0	X 491	0
	25-P	6	X 246	1,476
	25-N	0	X 123	0
15' TO 20' TREES				
	20-I	0	X 314	0
	20-P	0	X 157	0
	20-N	0	X 79	0
10' TO 15' TREES				
Acre r., Olea e., Magnolia g. Little Gem, Lagerstroemia i.	15-I	1	X 177	177
	15-P	15	X 88	1,320
	15-N	0	X 44	0
TOTAL				64,731

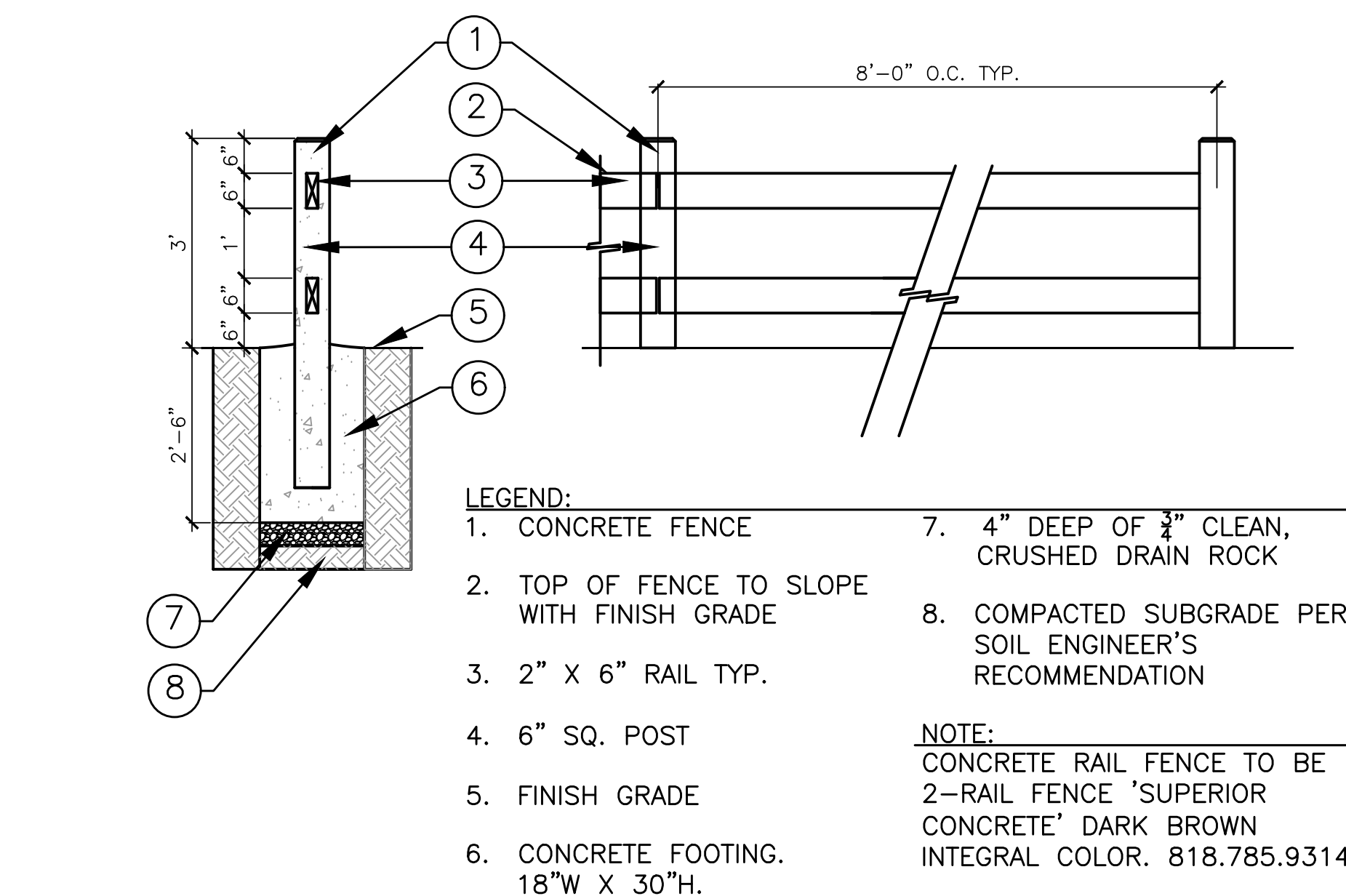
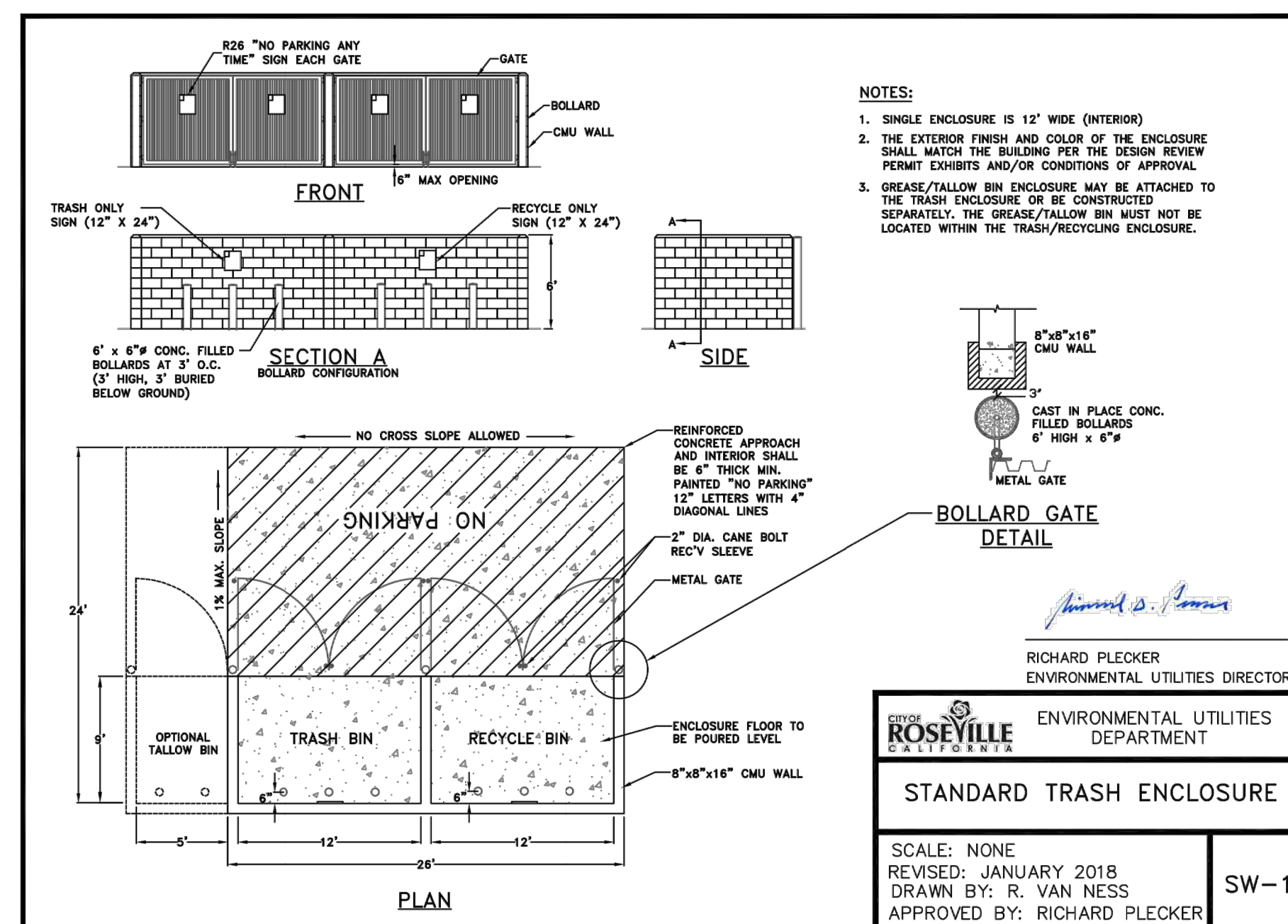




C CONCEPTUAL OUTDOOR PATIO SPACE
SCALE: NTS



A MASONRY WALL - ELEVATION
SCALE: 1/2" = 1'-0"



B CONCRETE RAIL FENCE
SCALE: 1/2" = 1' - 0"



California Tree and Landscape Consulting, Inc.

February 20, 2020

Joseph Zawidski
Signature Homes, Inc.
4670 Willow Road, Suite 200
Pleasanton, California 94588

Via Email: jzawidski@hotmail.com

PROPERTY TRANSITION ARBORIST REPORT

RE: Arborist Report and Tree Inventory for Fiddymment Farms, Unit 17 Project Site
City of Roseville, California

Executive Summary:

Signature Homes, Inc. contacted California Tree and Landscape Consulting, Inc. to document the trees on the property for a better understanding of the existing resource and any potential improvement obstacles that may arise. Signature Homes, Inc. requested an arborist report and tree inventory updates and impact assessment for the property located at Fiddymment Farms, Unit 17, suitable for submittal to the City of Roseville. This is an Updated Arborist Report and Tree Inventory for the filing of plans to develop the property.

Ed Stirtz, ISA Certified Arborist WE0510A, visited the property on February 17, 2020, to provide updated species identification, measurements of DBH and canopy, field condition notes, recommended actions, ratings, and approximate locations for the trees. A total of 26 trees were evaluated on this property, of which 26 are protected trees according to the City of Roseville's Municipal Code. Chapter 19.66, Tree Preservation, defines a "Protected Tree" as any native oak tree equal to or greater than 6 inches diameter at breast height (DBH) measured as a total of a single trunk or multiple trunks. The purpose of this field reconnaissance effort was to identify, inventory, and comment upon the current structure and vigor of the "protected trees" located within and/or overhanging the project site.

The vegetation on site includes those native oak trees as identified in the inventory and three to five other substandard size oak trees 1" to 2" diameter range.

TABLE 1

Tree Species	Trees on this Site	Protected Trees on the Site	Proposed for Removal for Development	Total Proposed for Retention
Blue Oak	13	13	11	2
Interior Live Oak	10	10	7	3
Valley Oak	3	3	2	1
TOTALS	26	26	20	6



ASSIGNMENT

Perform an examination of the site to document the presence and condition of trees protected by the City of Roseville. The “study area” for this effort includes the area as depicted on “The Plaza at Blue Oaks” preliminary tree impact plan prepared by TSD Engineering, Inc., dated February 5, 2020. (All trees protected by the City are included in the inventory.) Prepare a report of findings.

METHODS

Appendix 2 and Tables 1, 2 and 3 in this report are the detailed inventory and recommendations for the trees. The following terms and Table A – Ratings Descriptions will further explain our findings.

Species of trees is listed by our local common name and botanical name by genus and species.

DBH (diameter breast high) is normally measured at 4’6” (54” above the average ground, height but if that varies then the location where it is measured is noted here. A steel diameter tape was used to measure the trees.

Canopy radius is measured in feet. It is the farthest extent of the crown composed of leaves and small twigs measured by a Stanley digital distance meter. This measurement often defines the Critical Root Zone (CRZ) or Protection Zone (PZ), which is a circular area around a tree with a radius equal to this measurement.

Actions listed are recommendations to improve health or structure of the tree. Trees in public spaces require maintenance. If a tree is to remain and be preserved, then the tree may need some form of work to reduce the likelihood of failure and increase the longevity of the tree. Preservation requirements and actions based on a proposed development plan are not included here.

Arborist Rating is subjective to condition and is based on both the health and structure of the tree. All of the trees were rated for condition, per the recognized national standard as set up by the Council of Tree and Landscape Appraisers and the International Society of Arboriculture (ISA) on a numeric scale of 5 (being the highest) to 0 (the worst condition, dead). The rating was done in the field at the time of the measuring and inspection.

Table A – Ratings Descriptions

No problem(s)	5	excellent
No apparent problem(s)	4	good
<u>Minor problem(s)</u>	<u>3</u>	<u>fair</u>
Major problem(s)	2	poor
Extreme problem(s)	1	hazardous, non-correctable
Dead	0	dead

Rating #0: This indicates a tree that has no significant sign of life.

Rating #1: The problems are extreme. This rating is assigned to a tree that has structural and/or health problems that no amount of work or effort can change. The issues may or may not be considered a dangerous situation.

Rating #2: The tree has major problems. If the option is taken to preserve the tree, its condition could be improved with correct arboricultural work including, but not limited to: pruning, cabling, bracing, bolting, guying, spraying, mistletoe removal, vertical mulching, fertilization, etc. If the recommended actions are completed correctly, hazard can be reduced and the rating can be elevated to a 3. If no action is taken the tree is considered a liability and should be removed.

Rating #3: The tree is in fair condition. There are some minor structural or health problems that pose no immediate danger. When the recommended actions in an arborist report are completed correctly the defect(s) can be minimized or eliminated.

Rating #4: The tree is in good condition and there are no apparent problems that a Certified Arborist can see from a visual ground inspection. If potential structural or health problems are tended to at this stage future hazard can be reduced and more serious health problems can be averted.

Rating #5: No problems found from a visual ground inspection. Structurally, these trees have properly spaced branches and near perfect characteristics for the species. Highly rated trees are not common in natural or developed landscapes. No tree is ever perfect especially with the unpredictability of nature, but with this highest rating, the condition should be considered excellent.

Notes indicate the health, structure and environment of the tree and explain why the tree should be removed or preserved. Additional notes may indicate if problems are minor, extreme or correctible.

Remove is the recommendation that the tree be removed. The recommendation will normally be based either on poor structure or poor health and is indicated as follows:

Yes H – Tree is unhealthy

Yes S – Tree is structurally unsound

OBSERVATIONS AND CONCLUSIONS

The site is a partially developed commercial site in northwest Roseville. The east side of the site has been rough graded and has annual grasses and a single oak (#1535). The western portion of the site has two patches of oak trees, which are both well below the surrounding grade and on two sides of both patches are City arterial streets.

Development impacts to the two trees proposed to be retained in the south patch will sustain moderate impacts and are anticipated to adjust to the proposed site changes. The trees to be retained in the north patch will be subjected to some amount of summer irrigation runoff. It is difficult to say with any certainty if this will prove detrimental to the trees. It may, and it may be that the trees adjust and adapt to the presence of additional summer moisture.

Below is a summary of tree condition by Arborist Rating and Species.

TABLE 2

# Trees	Common Name	DBH	Canopy Radius	Arborist Rating	Defects Found	Retain/ Remove?
1	Blue Oak	28	33	1 Extreme Structure or Health Problems	Old callusing trunk, west side, 9' above grade with interior decay; slightly out of balance east; above average amount of deadwood.	1 Remove
1	Interior Live Oak	35	38	1 Extreme Structure or Health Problems	Old callusing basal trunk wound, north side; moderate to significant decay; out of balance north; slightly above average amount of deadwood.	1 Remove
1	Valley Oak	57	39	1 Extreme Structure or Health Problems	Numerous large scaffold failures, with resulting decay; scaffold limb failure, north side, resulting in a large callusing wound reaching from 2'-20' above grade, with moderate interior decay; above average amount of deadwood.	1 Remove

# Trees	Common Name	DBH	Canopy Radius	Arborist Rating	Defects Found	Retain/Remove?
1	Blue Oak	24	25	2 Major Structure or Health Problems	Measured 2' above grade. Old callusing trunk wound, south side, at point of limb failure, with interior decay; above average amount of deadwood.	1 Retain
11	Blue Oak	8-45	9-39	3 Fair - Minor Problems	See Tree Inventory.	11 Retain
9	Interior Live Oak	17-53	16-32	3 Fair - Minor Problems	See Tree Inventory.	9 Retain
2	Valley Oak	13-16	16-17	3 Fair - Minor Problems	Out of balance northwest.	1 Retain
26 TOTAL						3 Remove 23 Retain

RECOMMENDED REMOVALS

At this time, 3 trees (totaling 120 aggregate diameter inches) have been recommended for removal from the proposed project area due to the nature and extent of defects, compromised health, and/or structural instability noted at the time of field inventory efforts. If these trees were retained within the proposed project area, it is our opinion that they may be hazardous depending upon their proximity to planned development activities. For reference, the trees which have been recommended for removal due to the severity of noted defects, compromised health, and/or structural instability are highlighted in green within the accompanying Tree Inventory Summary and are briefly summarized as follows:

TABLE 3

Tag #	Protected By Code	Common Name	Species	Multi-Stems (inches)	DBH (inches)	Measured At	Measured Canopy Radius (feet)	Arborist Rating
1514	Yes	Blue Oak	<i>(Quercus douglasii)</i>		28	54	33	1 Extreme Structure or Health Problems
1539	Yes	Valley Oak	<i>(Quercus lobata)</i>		57	54	39	1 Extreme Structure or Health Problems
1540	Yes	Interior Live Oak	<i>(Quercus wislizeni)</i>	14,21	35	54	38	1 Extreme Structure or Health Problems

Trees numbered 1510, 1513, 1521, 1523, 1533, 1562, 1563 and 1564 were all identified as having failed and being in down and dead condition. Some of these trees were identified as down in previous updates and all have been removed from the improvement plans.

CONSTRUCTION REMOVALS

At this time, 20 trees (totaling 535 aggregate diameter inches) have been recommended for construction removal from the proposed project area. Those trees are briefly summarized as follows:

Tree #	Common Name	Species	Multi-Stems (inches)	Total DBH (inches)	DLR (feet)	Structure	Vigor
1522	Blue Oak	(<i>Quercus douglasii</i>)		18	22	Fair	Fair
1528	Blue Oak	(<i>Quercus douglasii</i>)		17	24	Poor to fair	Poor to fair
1529	Blue Oak	(<i>Quercus douglasii</i>)		26	32	Poor to fair	Fair
1530	Blue Oak	(<i>Quercus douglasii</i>)		27	33	Poor to fair	Fair
1531	Blue Oak	(<i>Quercus douglasii</i>)		24	31	Poor to fair	Fair
1532	Blue Oak	(<i>Quercus douglasii</i>)		8	9	Poor	Fair
1534	Blue Oak	(<i>Quercus douglasii</i>)		21	30	Poor	Fair
1535	Blue Oak	(<i>Quercus douglasii</i>)		14	17	Fair	Fair
1536	Interior Live Oak	(<i>Quercus wislizeni</i>)		21	22	Fair	Fair
1537	Blue Oak	(<i>Quercus douglasii</i>)		26	31	Fair	Fair
1538	Blue Oak	(<i>Quercus douglasii</i>)		45	37	Fair	Fair
1539	Valley Oak	(<i>Quercus lobata</i>)		57	39	Poor	Fair
1540	Interior Live Oak	(<i>Quercus wislizeni</i>)	14,21	35	38	Poor	Fair
1541	Blue Oak	(<i>Quercus douglasii</i>)		25	39	Fair	Fair
1542	Valley Oak	(<i>Quercus lobata</i>)		13	16	Poor to fair	Fair
1543	Interior Live Oak	(<i>Quercus wislizeni</i>)	12,12,13	37	32	Poor to fair	Fair
1544	Interior Live Oak	(<i>Quercus wislizeni</i>)	12,20,21	53	32	Poor to fair	Fair
1545	Interior Live Oak	(<i>Quercus wislizeni</i>)		21	29	Poor to fair	Fair
1559	Interior Live Oak	(<i>Quercus wislizeni</i>)		26	26	Poor to fair	Fair
1563	Interior Live Oak	(<i>Quercus wislizeni</i>)		21	32	Poor	Fair

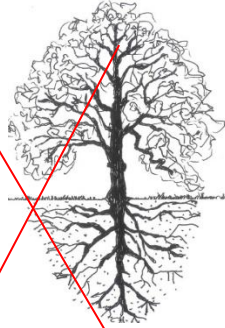
DISCUSSION

Trees need to be protected from normal construction practices if they are to remain healthy and viable on the site. Our recommendations are based on experience, and County ordinance requirements, so as to enhance tree longevity. This requires their root zones remain intact and viable, despite heavy equipment being on site, and the need to install foundations, driveways, underground utilities, and landscape irrigation systems. Simply walking and driving on soil has serious consequences for tree health.

Following is a summary of Impacts to trees during construction and Tree Protection measures that should be incorporated into the site plans in order to protect the trees. Once the plans are approved, they become the document that all contractors will follow. ***The plans become the contract between the owner and the contractor, so that only items spelled out in the plans can be expected to be followed. Hence, all protection measures, such as fence locations, mulch requirements and root pruning specifications must be shown on the plans.***

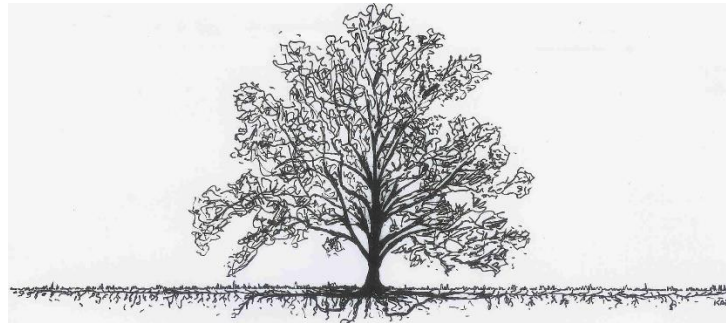
Root Structure

The majority of a tree's roots are contained in a radius from the main trunk outward approximately two to three times the canopy of the tree. These roots are located in the top 6" to 3' of soil. It is a common misconception that a tree underground resembles the canopy (see Drawing A below). The correct root structure of a tree is in Drawing B. All plants' roots need both water and air for survival. Surface roots are a common phenomenon with trees grown in compacted soil. Poor canopy development or canopy decline in mature trees is often the result of inadequate root space and/or soil compaction.



Drawing A

Common misconception of where tree roots are assumed to be located



Drawing B

The reality of where roots are generally located

Structural Issues

Limited space for canopy development produces poor structure in trees. The largest tree in a given area, which is 'shading' the other trees is considered Dominant. The 'shaded' trees are considered Suppressed. The following picture illustrates this point. Suppressed trees are more likely to become a potential hazard due to their poor structure.

Dominant Tree

Growth is upright

Canopy is balanced by limbs and foliage equally

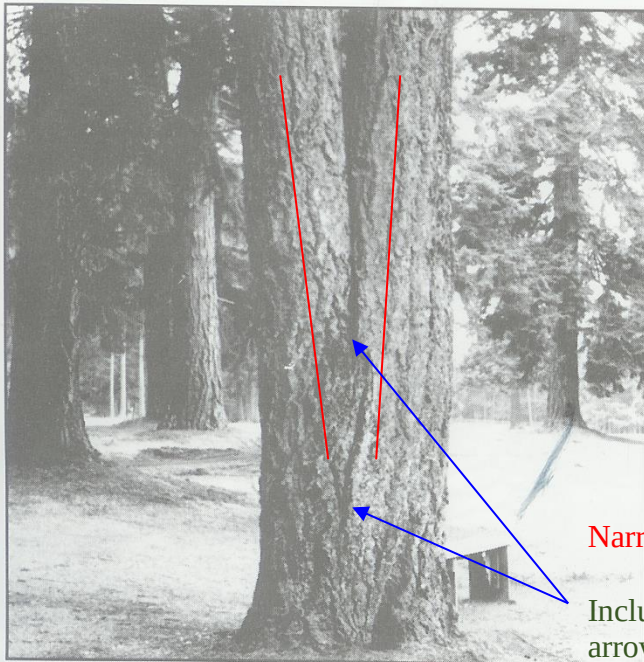


Suppressed Tree

Canopy weight all to one side

Limbs and foliage grow away from dominant tree

Co-dominant leaders are another common structural problem in trees.



The tree in this picture has a co-dominant leader at about 3' and included bark up to 7 or 8'. Included bark occurs when two or more limbs have a narrow angle of attachment resulting in bark between the stems – instead of cell to cell structure. This is considered a critical defect in trees and is the cause of many failures.

Narrow Angle

Included Bark between the arrows

Figure 6. Codominant stems are inherently weak because the stems are of similar diameter.

Photo from Evaluation of Hazard Trees in Urban Areas by Nelda P. Matheny and James R. Clark, 1994 International Society of Arboriculture

Pruning Mature Trees for Risk Reduction

There are few good reasons to prune mature trees. Removal of deadwood, directional pruning, removal of decayed or damaged wood, and end-weight reduction as a method of mitigation for structural faults are the only reasons a mature tree should be pruned. Live wood over 3" should not be pruned unless absolutely necessary. Pruning cuts should be clean and correctly placed. Pruning should be done in accordance with the American National Standards Institute (ANSI) A300 standards. It is far better to use more small cuts than a few large cuts as small pruning wounds reduce risk while large wounds increase risk.

Pruning causes an open wound in the tree. Trees do not "heal" they compartmentalize. Any wound made today will always remain, but a healthy tree, in the absence of decay in the wound, will 'cover it' with callus tissue. Large, old pruning wounds with advanced decay are a likely failure point. Mature trees with large wounds are a high failure risk.

Overweight limbs are a common structural fault in suppressed trees. There are two remedial actions for overweight limbs (1) prune the limb to reduce the extension of the canopy, or (2) cable the limb to reduce movement. Cables do not hold weight they only stabilize the limb and require annual inspection.



Photo of another tree – not at this site.

Normal limb structure

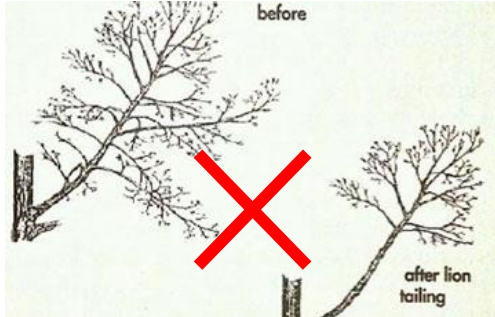
Over weight, reaching limb with main stem diameter small compared with amount of foliage present



Photo of another tree – not at this site

Lion's – Tailing is the pruning practice of removal of “an excessive number of inner and/or lower lateral branches from parent branches. Lion's tailing is not an acceptable pruning practice” ANSI A300 (part 1) 4.23. It increases the risk of failure.

Pruning – Cutting back trees changes their natural structure, while leaving trees in their natural form enhances longevity.



Arborist Classifications

There are different types of Arborists:

Tree Removal and/or Pruning Companies. These companies may be licensed by the State of California to do business, but they do not necessarily know anything about trees;

Arborists. Arborist is a broad term. It is intended to mean someone with specialized knowledge of trees but is often used to imply knowledge that is not there.

ISA Certified Arborist: An International Society of Arboriculture Certified Arborist is someone who has been trained and tested to have specialized knowledge of trees. You can look up certified arborists at the International Society of Arboriculture website: isa-arbor.org.

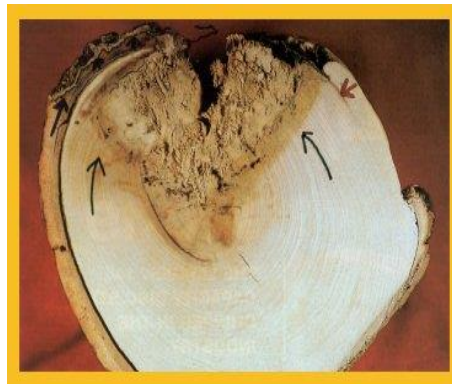
Consulting Arborist: An American Society of Consulting Arborists Registered Consulting Arborist is someone who has been trained and tested to have specialized knowledge of trees and trained and tested to provide high quality reports and documentation. You can look up registered consulting arborists at the American Society of Consulting Arborists website: <https://www.asca-consultants.org/>

Decay in Trees

Decay (in General): Fungi cause all decay of living trees. Decay is considered a disease because cell walls are altered, wood strength is affected, and living sapwood cells may be killed. Fungi decay wood by secreting enzymes. Different types of fungi cause different types of decay through the secretion of different chemical enzymes. Some decays, such as white rot, cause less wood strength loss than others because they first attack the lignin (causes cell walls to thicken and reduces susceptibility to decay and pest damage) secondarily the cellulose (another structural component in a cell walls). Others, such as soft rot, attack the cellulose chain and cause substantial losses in wood strength even in the initial stages of decay. Brown rot causes wood to become brittle and fractures easily with tension. Identification of internal decay in a tree is difficult because visible evidence may not be present.



According to Evaluation of Hazard Trees in Urban Areas (Matheny, 1994) decay is a critical factor in the stability of the tree. As decay progresses in the trunk, the stem becomes a hollow tube or cylinder rather than a solid rod. This change is not readily apparent to the casual observer. Trees require only a small amount of bark and wood to transport water, minerals and sugars. Interior heartwood can be eliminated (or degraded) to a great degree without compromising the transport process. Therefore, trees can contain significant amounts of decay without showing decline symptoms in the crown.



additional cells. The weakest of the vertical wall. Accordingly, decay progression inward at large are more than one pruning cut trunk of the tree, the likelihood of decay progression and the associated structural loss of integrity of the internal wood is high.

Compartmentalization of decay in trees is a biological process in which the cellular tissue around wounds is changed to inhibit fungal growth and provide a barrier against the spread of decay agents into the barrier zones is the formation of while a tree may be able to limit pruning cuts, in the event that there located vertically along the main

Oak Tree Impacts

Our native oak trees are easily damaged or killed by having the soil within the Critical Root Zone (CRZ) disturbed or compacted. All of the work initially performed around protected trees that will be saved should be done by people rather than by wheeled or track type tractors. Oaks are fragile giants that can take little change in soil grade, compaction, or warm season watering. Don't be fooled into believing that warm season watering has no adverse effects on native oaks. Decline and eventual death can take as long as 5-20 years with poor care and inappropriate watering. Oaks can live hundreds of years if treated properly during construction, as well as later with proper pruning, and the appropriate landscape/irrigation design.

RECOMMENTATIONS: SUMMARY OF TREE PROTECTION MEASURES

Hire a Project Arborist to help ensure protection measures are incorporated into the site plans and followed. The Project Arborist should, in cooperation with the Engineers and/or Architects:

- Identify the Root Protection Zones on the final construction drawings, prior to bidding the project.
- Show the placement of tree protection fences, as well as areas to be irrigated, fertilized and mulched on the final construction drawings.
- Clearly show trees for removal on the plans and mark them clearly on site. A Contractor who is a Certified Arborist should perform tree and stump removal. All stumps within the root zone of trees to be preserved shall be ground out using a stump router or left in place. **No trunk within the root zone of other trees shall be removed using a backhoe or other piece of grading equipment.**
- Prior to any grading, or other work on the site that will come within 50' of any tree to be preserved:
 1. Irrigate (if needed) and place a 3" layer of chip mulch over the protected root zone of all trees that will be impacted.
 2. Erect Tree Protection Fences. Place boards against trees located within 3' of construction zones, even if fenced off.
 3. Remove lower foliage that may interfere with equipment PRIOR to having grading or other equipment on site. The Project Arborist should approve the extent of foliage elevation, and oversee the pruning, performed by a contractor who is an ISA Certified Arborist.
- For cuts, expose roots by hand digging, potholing or using an air spade and then cut roots cleanly prior to further grading outside the tree protection zones.
- For fills, if a cut is required first, follow as for cuts.
- Where possible, specify geotextile fabric in lieu of compacting and root cutting, prior to placing fills on the soil surface. Any proposed retaining wall or fill soil shall be discussed with the engineer and arborist in order to reduce impacts to trees to be preserved.
- Clearly designate an area on the site outside the drip line of all trees where construction materials may be stored, and parking can take place. No materials or parking shall take place within the root zones of protected trees.
- Design utility and irrigation trenches to minimize disturbance to tree roots. Where possible, dig trenches with a hydraulic or air spade, placing pipes underneath the roots, or bore the deeper trenches underneath the roots.
- Include on the plans an Arborist inspection schedule to monitor the site during (and after) construction to ensure protection measures are followed and make recommendations for care of the trees on site, as needed.

General Tree protection measures are included as Appendix 3. These measures need to be included on the Site, Grading, Utility and Landscape Plans. A final report of recommendations specific to the plan can be completed as part of, and in conjunction with, the actual plans. This will require the arborist working directly with the engineer and architect for the project. If the above recommendations are followed, the amount of time required by the arborist for the final report should be minim this will require the arborist working directly

with the engineer and architect for the project. If the above recommendations are followed, the amount of time required by the arborist for the final report should be minimal.

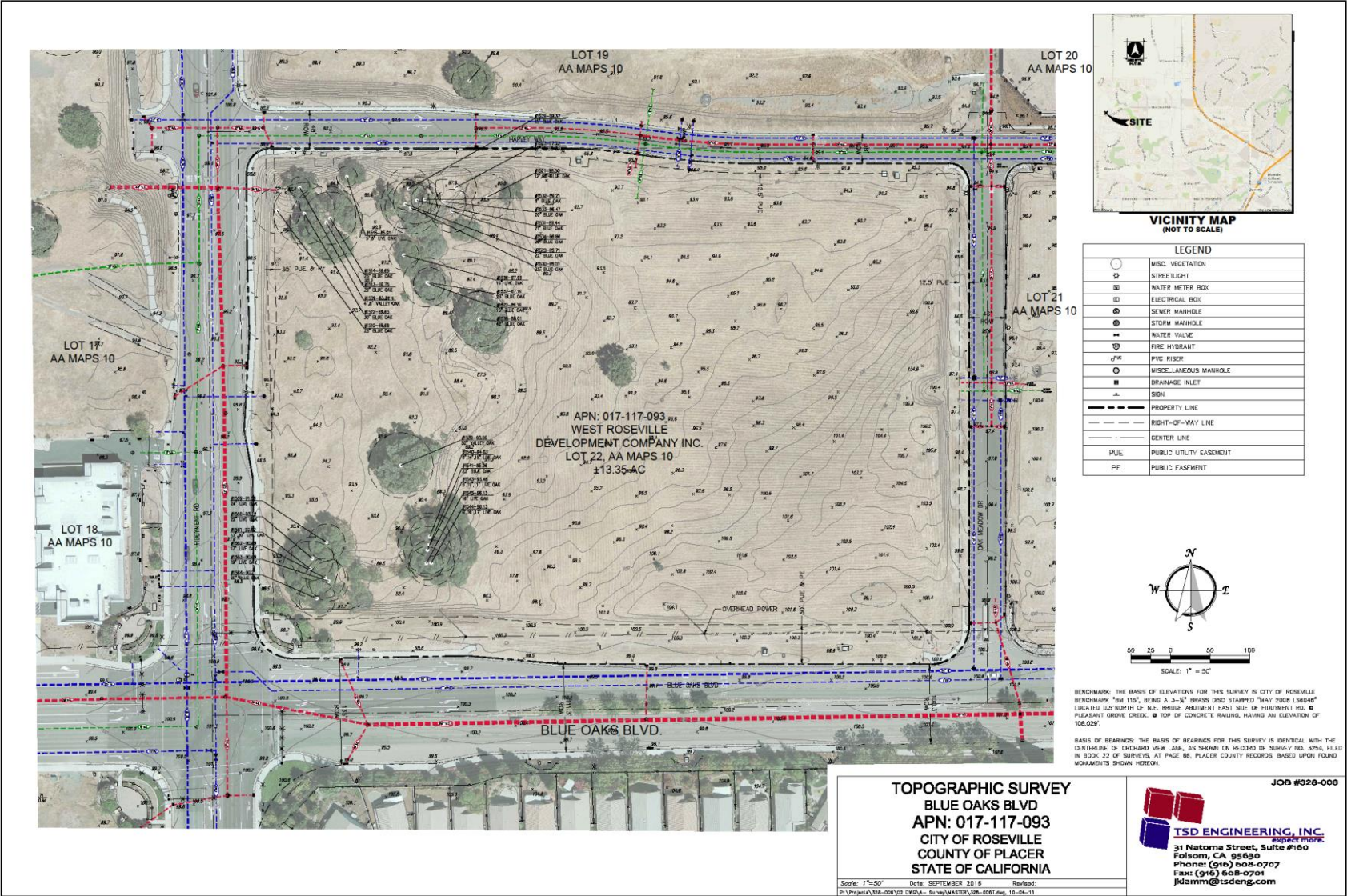
Report Prepared by:



Edwin E. Stirtz, Consulting Arborist
International Society of Arboriculture
Certified Arborist WE-0510A
ISA Tree Risk Assessment Qualified
Member, American Society of Consulting Arborists

Enc.: Appendix 1 – Map of The Property Showing Tree Locations
Appendix 2 – Tree Information Collected
Appendix 3 – General Practices for Tree Protection

APPENDIX 1 – MAP OF THE PROPERTY SHOWING TREE LOCATIONS



APPENDIX 2 – TREE INFORMATION COLLECTED

Tree #	COMMON NAME	SPECIES	MULTI-STEMS (inches)	TOTAL DBH (inches)	DLR (feet)	CONDITIONAL ASSESSMENT						ARBORIST RATING	NOTABLE CHARACTERISTICS	PERCEIVED IMPACTS	RECOMMENDATIONS	Construction Removal Mitigation Inches
						RT CR	TRUNK	LIMBS	FOLIAGE	STRUCTURE	VIGOR					
1509	Valley Oak	(Quercus lobata)		16	17	Fair	Fair	Fair	Dormant	Fair	Fair	3 Fair - Minor Problems		No encroachment depicted.	None at this time.	
1512	Blue Oak	(Quercus douglasii)		24	25	Fair	Poor to fair	Fair	Dormant	Poor to fair	Fair	2 Major Structure or Health Problems	AKA Tree 931 Measured 2' above grade. Old callusing trunk wound, south side, at point of limb failure, with interior decay; above average amount of deadwood.	Minor to negligible encroachment for retaining wall construction south side.	Perform decay detection and provide further recommendations. If retained, any excavation for retaining wall footings shall be monitored by the project arborist. May require root pruning. Will require canopy pruning.	
1514	Blue Oak	(Quercus douglasii)		28	33	Fair	Poor to fair	Fair	Dormant	Poor to fair	Fair	1 Extreme Structure or Health Problems	AKA Tree 929 Old callusing trunk, west side, 9' above grade with interior decay; slightly out of balance to the east; above average amount of deadwood.	Arborist's tree removal.	Recommend removal due to nature and extent of noted defects	
1515	Interior Live Oak	(Quercus wislizeni)		17	16	Fair	Poor to fair	Fair	Fair	Poor to fair	Fair	3 Fair - Minor Problems	Measured 1.5' above grade; trunk forks 2' above grade into codominant stems which then graft 6'-9' above grade; slightly above average amount of deadwood.	Minor to negligible encroachment for retaining wall construction south side.	Excavation for retaining wall footings shall be monitored by the project arborist. Root pruning may be necessary.	

Tree #	COMMON NAME	SPECIES	MULTI-STEMS (inches)	TOTAL DBH (inches)	DLR (feet)	CONDITIONAL ASSESSMENT						ARBORIST RATING	NOTABLE CHARACTERISTICS	PERCEIVED IMPACTS	RECOMMENDATIONS	Construction Removal Mitigation Inches
						RT CR	TRUNK	LIMBS	FOLIAGE	STRUCTURE	VIGOR					
1522	Blue Oak	<i>(Quercus douglasii)</i>		18	22	Fair	Fair	Fair	Dormant	Fair	Fair	3 Fair - Minor Problems	AKA Tree 917 Above average amount of deadwood.	Tree removal.	None at this time.	18
1528	Blue Oak	<i>(Quercus douglasii)</i>		17	24	Fair	Poor to fair	Poor to fair	Dormant	Poor to fair	Poor to fair	3 Fair - Minor Problems	AKA Tree 927 Out of balance to the south; above average amount of deadwood; poor bud formation.	Tree removal.	None at this time.	17
1529	Blue Oak	<i>(Quercus douglasii)</i>		26	32	Fair	Poor to fair	Poor to fair	Dormant	Poor to fair	Fair	3 Fair - Minor Problems	AKA Tree 926 Out of balance to the west; above average amount of deadwood; sprout growth on the larger wood.	Tree removal.	None at this time.	26
1530	Blue Oak	<i>(Quercus douglasii)</i>		27	33	Fair	Poor to fair	Fair	Dormant	Poor to fair	Fair	3 Fair - Minor Problems	AKA Tree 925 Slightly out of balance to the south; above average amount of deadwood.	Tree removal.	None at this time.	27
1531	Blue Oak	<i>(Quercus douglasii)</i>		24	31	Fair	Poor to fair	Poor to fair	Dormant	Poor to fair	Fair	3 Fair - Minor Problems	AKA Tree 924 Out of balance to the east; above average amount of deadwood.	Tree removal.	None at this time.	24
1532	Blue Oak	<i>(Quercus douglasii)</i>		8	9	Poor	Poor to fair	Poor to fair	Dormant	Poor	Fair	3 Fair - Minor Problems	Past partial root system failure, partially on grade.	Tree removal.	None at this time.	8
1534	Blue Oak	<i>(Quercus douglasii)</i>		21	30	Poor	Poor	Poor	Dormant	Poor	Fair	3 Fair - Minor Problems	AKA Tree 922 Tree suffered a partial root system failure in the past and is lying on grade to the south; above average amount of deadwood.	Tree removal.	None at this time.	21

Tree #	COMMON NAME	SPECIES	MULTI-STEMS (inches)	TOTAL DBH (inches)	DLR (feet)	CONDITIONAL ASSESSMENT						ARBORIST RATING	NOTABLE CHARACTERISTICS	PERCEIVED IMPACTS	RECOMMENDATIONS	Construction Removal Mitigation Inches
						RT CR	TRUNK	LIMBS	FOLIAGE	STRUCTURE	VIGOR					
1535	Blue Oak	(Quercus douglasii)		14	17	Fair	Fair	Fair	Dormant	Fair	Fair	3 Fair - Minor Problems	AKA Tree 919 Out of balance to the east; slightly above average amount of deadwood.	Tree removal.	None at this time.	14
1536	Interior Live Oak	(Quercus wislizeni)		21	22	Fair	Fair	Poor to fair	Fair	Fair	Fair	3 Fair - Minor Problems	AKA Tree 918 Old callusing lower trunk wounds, north side, with minor decay; slightly above average amount of deadwood.	Tree removal.	None at this time.	21
1537	Blue Oak	(Quercus douglasii)		26	31	Fair	Poor	Poor to fair	Dormant	Fair	Fair	3 Fair - Minor Problems	AKA Tree 916 Out of balance to the west; inherently weak primary crotch; slightly above average amount of deadwood.	Tree removal.	None at this time.	26
1538	Blue Oak	(Quercus douglasii)		45	37	Fair	Fair	Fair	Dormant	Fair	Fair	3 Fair - Minor Problems	AKA Tree 915 Root crown and some buttresses exposed from bank erosion on the northwest side; above average amount of deadwood.	Tree removal.	None at this time.	45

Tree #	COMMON NAME	SPECIES	MULTI-STEMS (inches)	TOTAL DBH (inches)	DLR (feet)	CONDITIONAL ASSESSMENT						ARBORIST RATING	NOTABLE CHARACTERISTICS	PERCEIVED IMPACTS	RECOMMENDATIONS	Construction Removal Mitigation Inches
						RT CR	TRUNK	LIMBS	FOLIAGE	STRUCTURE	VIGOR					
1539	Valley Oak	(Quercus lobata)		57	39	Fair	Poor	Poor to fair	Dormant	Poor	Fair	1 Extreme Structure or Health Problems	AKA Tree 913 Numerous large scaffold failures, with resulting decay; scaffold limb failure, north side, resulting in a large callusing wound reaching from 2'-20' above grade, with moderate interior decay; above average amount of deadwood.	Arborist's tree removal.	Recommend removal due to nature and extent of noted defects	57
1540	Interior Live Oak	(Quercus wislizeni)	14,21	35	38	Poor	Poor	Poor to fair	Fair	Poor	Fair	1 Extreme Structure or Health Problems	AKA Tree 911Old callusing basal trunk wound, north side; moderate to significant decay; out of balance to the north; slightly above average amount of deadwood.	Arborist's tree removal.	Recommend removal due to nature and extent of noted defects	35
1541	Blue Oak	(Quercus douglasii)		25	39	Poor to fair	Poor to fair	Fair	Fair	Fair	Fair	3 Fair - Minor Problems	AKA Tree 910 Buttress roots exposed due to bank erosion; out of balance east; slightly above average amount of deadwood.	Tree removal.	Clean out crown and perform weight/size reduction pruning.	25
1542	Valley Oak	(Quercus lobata)		13	16	Fair	Poor to fair	Fair	Dormant	Poor to fair	Fair	3 Fair - Minor Problems	Out of balance northwest.	Tree removal.	None at this time.	13

Tree #	COMMON NAME	SPECIES	MULTI-STEMS (inches)	TOTAL DBH (inches)	DLR (feet)	CONDITIONAL ASSESSMENT						ARBORIST RATING	NOTABLE CHARACTERISTICS	PERCEIVED IMPACTS	RECOMMENDATIONS	Construction Removal Mitigation Inches
						RT CR	TRUNK	LIMBS	FOLIAGE	STRUCTURE	VIGOR					
1543	Interior Live Oak	(Quercus wislizeni)	12,12,13	37	32	Poor to fair	Poor to fair	Fair	Fair	Poor to fair	Fair	3 Fair - Minor Problems	AKA Tree 909 Out of balance south; old callusing wounds in various locations on the scaffold branches, with minor decay evident.	Tree removal.	Clean out crown and perform weight/size reduction pruning.	37
1544	Interior Live Oak	(Quercus wislizeni)	12,20,21	53	32	Poor to fair	Poor to fair	Fair	Fair	Poor to fair	Fair	3 Fair - Minor Problems	AKA Tree 908 Old callusing basal trunk wound, west side, with minor decay; out of balance east; slightly above average amount of deadwood.	Tree removal.	None at this time.	53
1545	Interior Live Oak	(Quercus wislizeni)		21	29	Poor to fair	Fair	Poor to fair	Fair	Poor to fair	Fair	3 Fair - Minor Problems	AKA Tree 907 Old callusing basal trunk wound, north side, with minor decay; out of balance south; slightly above average amount of deadwood.	Tree removal.	None at this time.	21
1559	Interior Live Oak	(Quercus wislizeni)		26	26	Fair	Poor to fair	Fair	Fair	Poor to fair	Fair	3 Fair - Minor Problems	AKA Tree 902 Old callusing wounds, various locations, with no obvious decay; above average amount of deadwood.	Tree removal.	None at this time.	26

Tree #	COMMON NAME	SPECIES	MULTI-STEMS (inches)	TOTAL DBH (inches)	DLR (feet)	CONDITIONAL ASSESSMENT						ARBORIST RATING	NOTABLE CHARACTERISTICS	PERCEIVED IMPACTS	RECOMMENDATIONS	Construction Removal Mitigation Inches
						RT CR	TRUNK	LIMBS	FOLIAGE	STRUCTURE	VIGOR					
1560	Interior Live Oak	(Quercus wislizeni)		25	28	Fair	Fair	Fair	Fair	Fair	Fair	3 Fair - Minor Problems	AKA Tree 901	Moderate to significant encroachment from retaining wall construction 14' north of trunk.	Excavation for retaining wall footings shall be monitored by the project arborist. Root pruning may be necessary.	
1561	Interior Live Oak	(Quercus wislizeni)		40	30	Fair	Poor to fair	Fair	Fair	Poor to fair	Fair	3 Fair - Minor Problems	AKA Tree 903 Measured 2' above grade; callusing on the south side; suspect interior decay; out of balance south; slightly above average amount of deadwood.	Minor to moderate encroachment from retaining wall construction 126'4" north of trunk.	Excavation for retaining wall footings shall be monitored by the project arborist. Root pruning may be necessary.	
1563	Interior Live Oak	(Quercus wislizeni)		21	32	Poor	Poor	Fair	Fair	Poor	Fair	3 Fair - Minor Problems	AKA Tree 905 Partial failure of the root system has left the tree growing prone on grade toward the south; terminal 15' is dead.	Tree removal.	None at this time.	21

TOTAL INVENTORIED TREES = 26 trees (685 aggregate diameter inches)
TOTAL RECOMMENDED REMOVALS = 3 trees (120 aggregate diameter inches)
PRECAUTIONARY TREES HIGHLIGHTED FOR REFERENCE
TOTAL CONSTRUCTION REMOVALS = 20 Trees (535 aggregate diameter inches)

APPENDIX 3 – GENERAL PRACTICES FOR TREE PROTECTION

Definitions

Root zone: The roots of trees grow fairly close to the surface of the soil, and spread out in a radial direction from the trunk of tree. A general rule of thumb is that they spread 2 to 3 times the radius of the canopy, or 1 to 1 ½ times the height of the tree. It is generally accepted that disturbance to root zones should be kept as far as possible from the trunk of a tree.

Inner Bark: The bark on large valley oaks and coast live oaks is quite thick, usually 1" to 2". If the bark is knocked off a tree, the inner bark, or cambial region, is exposed or removed. The cambial zone is the area of tissue responsible for adding new layers to the tree each year, so by removing it, the tree can only grow new tissue from the edges of the wound. In addition, the wood of the tree is exposed to decay fungi, so the trunk present at the time of the injury becomes susceptible to decay. Tree protection measures require that no activities occur which can knock the bark off the trees.

Methods Used in Tree Protection:

No matter how detailed Tree Protection Measures are in the initial Arborist Report, they will not accomplish their stated purpose unless they are applied to individual trees and a Project Arborist is hired to oversee the construction. The Project Arborist should have the ability to enforce the Protection Measures. The Project Arborist should be hired as soon as possible to assist in design and to become familiar with the project. He must be able to read and understand the project drawings and interpret the specifications. He should also have the ability to cooperate with the contractor, incorporating the contractor's ideas on how to accomplish the protection measures, wherever possible. It is advisable for the Project Arborist to be present at the Pre-Bid tour of the site, to answer questions the contractors may have about Tree Protection Measures. This also lets the contractors know how important tree preservation is to the developer.

Root Protection Zone (RPZ): Since in most construction projects it is not possible to protect the entire root zone of a tree, a Root Protection Zone is established for each tree to be preserved. The minimum Root Protection Zone is the area underneath the tree's canopy (out to the dripline, or edge of the canopy), plus 10'. The Project Arborist must approve work within the RPZ.

Irrigate, Fertilize, Mulch: Prior to grading on the site near any tree, the area within the Tree Protection fence should be fertilized with 4 pounds of nitrogen per 1000 square feet, and the fertilizer irrigated in. The irrigation should percolate at least 24 inches into the soil. This should be done no less than 2 weeks prior to grading or other root disturbing activities. After irrigating, cover the RPZ with at least 12" of leaf and twig mulch. Such mulch can be obtained from chipping or grinding the limbs of any trees removed on the site. Acceptable mulches can be obtained from nurseries or other commercial sources. Fibrous or shredded redwood or cedar bark mulch shall not be used anywhere on site.

Fence: Fence around the Root Protection Zone and restrict activity therein to prevent soil compaction by vehicles, foot traffic or material storage. The fenced area shall be off limits to all construction equipment, unless there is express written notification provided by the Project Arborist, and impacts are discussed and mitigated prior to work commencing.

No storage or cleaning of equipment or materials, or parking of any equipment can take place within the fenced off area, known as the RPZ.

The fence should be highly visible, and stout enough to keep vehicles and other equipment out. I recommend the fence be made of orange plastic protective fencing, kept in place by t-posts set no farther apart than 6'.

In areas of intense impact, a 6' chain link fence is preferred.

In areas with many trees, the RPZ can be fenced as one unit, rather than separately for each tree.

Where tree trunks are within 3' of the construction area, place 2" by 4" boards vertically against the tree trunks, even if fenced off. Hold the boards in place with wire. Do not nail them directly to the tree.

The purpose of the boards is to protect the trunk, should any equipment stray into the RPZ.

Elevate Foliage: Where indicated, remove lower foliage from a tree to prevent limb breakage by equipment. Low foliage can usually be removed without harming the tree, unless more than 25% of the foliage is removed. Branches need to be removed at the anatomically correct location in order to prevent decay organisms from entering the trunk. For this reason, a contractor who is an ISA Certified Arborist should perform all pruning on protected trees.¹

Expose and Cut Roots: Breaking roots with a backhoe, or crushing them with a grader, causes significant injury, which may subject the roots to decay. Ripping roots may cause them to splinter toward the base of the tree, creating much more injury than a clean cut would make. At any location where the root zone of a tree will be impacted by a trench or a cut (including a cut required for a fill and compaction), the roots shall be exposed with either a backhoe digging radially to the trunk, by hand digging, or by a hydraulic air spade, and then cut cleanly with a sharp instrument, such as chainsaw with a carbide chain. Once the roots are severed, the area behind the cut should be moistened and mulched. A root protection fence should also be erected to protect the remaining roots, if it is not already in place. Further grading or backhoe work required outside the established RPZ can then continue without further protection measures.

Protect Roots in Deeper Trenches: The location of utilities on the site can be very detrimental to trees. Design the project to use as few trenches as possible, and to keep them away from the major trees to be protected. Wherever possible, in areas where trenches will be very deep, consider boring under the roots of the trees, rather than digging the trench through the roots. This technique can be quite useful for utility trenches and pipelines.

Protect Roots in Small Trenches: After all construction is complete on a site, it is not unusual for the landscape contractor to come in and sever a large number of "preserved" roots during the installation of irrigation systems. The Project Arborist must therefore approve the landscape and irrigation plans. The irrigation system needs to be designed so the main lines are located outside the root zone of major trees, and the secondary lines are either laid on the surface (drip systems), or carefully dug with a hydraulic or air spade, and the flexible pipe fed underneath the major roots.

Design the irrigation system so it can slowly apply water (no more than ¼" to ½" of water per hour) over a longer period of time. This allows deep soaking of root zones. The system also needs to accommodate infrequent irrigation settings of once or twice a month, rather than several times a week.

Monitoring Tree Health During and After Construction: The Project Arborist should visit the site at least twice a month during construction to be certain the tree protection measures are being followed, to monitor the health of impacted trees, and make recommendations as to irrigation or other needs. After construction is

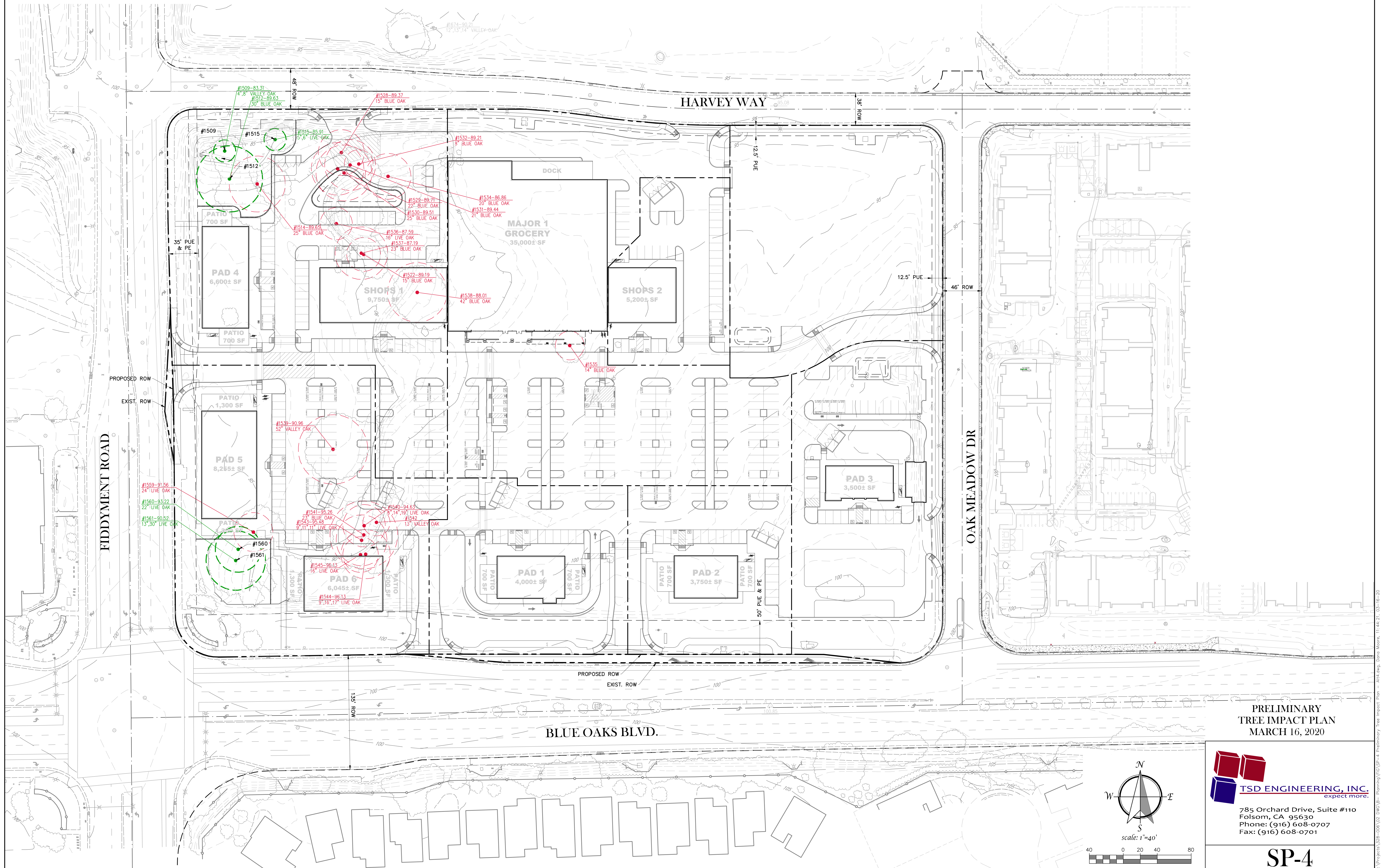
¹ International Society of Arboriculture (ISA), maintains a program of Certifying individuals. Each Certified Arborist has a number and must maintain continuing education credits to remain Certified.

complete, the arborist should monitor the site monthly for one year and make recommendations for care where needed. If longer term monitoring is required, the arborist should report this to the developer and the planning agency overseeing the project.

PRELIMINARY TREE IMPACT PLAN - ALT 4
THE PLAZA AT BLUE OAKS

1950 BLUE OAKS BLVD
FIDDYMENT F-31
ROSEVILLE, CA

CC EXHIBIT K



PRELIMINARY
TREE IMPACT PLAN
MARCH 16, 2020

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SP-4